

**SUPPLIER AGREEMENT FOR THE PROVISION OF  
SEMI INDEPENDENT LIVING SERVICES**

**between**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF HARINGEY**

**-and-**

**THE SERVICE PROVIDER**

**WHEREAS: -**

- A. The Council is a London Borough Council constituted under the London Government Act 1963 and enters into this Supplier Agreement pursuant to its powers under the Local Government Contracts Act 1997.
- B. The Council placed a Contract Notice on 1<sup>st</sup> July 2020 (“the Contract Notice”) in the Official Journal of the European Union to establish a Dynamic Purchasing System (“DPS”) for the procurement of Semi Independent Living services (“the Services”).
- C. The Council has established this DPS in accordance with regulations 74 to 76 of the Public Contracts Regulations, and has been admitting and will continue to admit to the DPS service providers which satisfy the Selection Criteria. The DPS is modelled on a dynamic purchasing system under regulation 34 of the Public Contracts Regulations although the Customers are not bound by regulation 34 in relation to the operation of the DPS.
- D. Each Customer has contracted with a third party, *adam* HTT Limited trading as *adam* (registered company #07718565) (“*adam*”), to provide a web-based software system, namely SProc.Net or such other technology as may be agreed between each Customer and *adam* from time to time (the “Application”), to enable each Customer to procure Services via the DPS in compliance with the regulations 74 to 76 of the Public Contract Regulations.
- E. The purpose of this Supplier Agreement is to set out the process by which any Customer may, from time to time, award to the Service Provider, once it is admitted to the DPS, Service Agreements for any Services the Customer requires and to set out terms and conditions applicable to those Service Agreements.
- F. The Parties acknowledge that no Customer shall be under any obligation to award any Service Agreements under this Supplier Agreement.

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**NOW IT IS HEREBY AGREED AS FOLLOWS: -**

**DEFINITIONS AND INTERPRETATION**

1.1 In this Supplier Agreement:

- (a) “Accreditation and Enrolment” means the process of approval of service providers for admission to the DPS via the evaluation of the Entry Submissions received from service providers to ensure these fulfill the Selection Criteria for delivery of the Services;

- (b) "adam" means adam HTT Limited trading as adam (registered company #07718565) which is the provider of the Application and shall also act as each Customer's payment agent;
- (c) "Application" the proprietary web-based software called SProc.Net, which is owned and operated by *adam*, or such other technology as may be agreed between the Parties;
- (d) "Authorised Officer" means the person appointed by each Customer under Clause 14.1 of this Supplier Agreement whose details: (i) in the case of the Council are set out in Schedule 1 to this Supplier Agreement or such other person as may be nominated by the Council from time to time and whose details are notified in writing to the Service Provider; and (ii) in the case of each Third Party Customer as nominated by the Third Party Customer from time to time and whose details are notified in writing to the Service Provider;
- (e) "Award Criteria" means the criteria that a Customer will apply to rank Offers submitted by service providers participating in a tender to determine to which service provider a Service Agreement should be awarded;
- (f) "Best Value" means any method by which the maximum benefit can be derived from relevant resources;
- (g) "CCA" means the Civil Contingencies Act 2004;
- (h) "Change of Control" means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;
- (i) "Charges" means the sums a Customer is to pay the Service Provider for the provision of Services under Service Agreements awarded to the Service Provider as calculated in accordance with the Pricing Details of the relevant Service Agreements;
- (j) "Commencement Date" means the start date for delivery of Services as set out in a Service Agreement;
- (k) "Completion Date" means the end date for delivery of Services set out in a Service Agreement;
- (l) "Contract Manager" means a representative appointed by the Service Provider under Clause 14.2 of this Supplier Agreement from time to time who will receive and act on any instructions given by the relevant Authorised Officer and whose details are notified in writing to each Customer;
- (m) "Council Data" means any information provided by, obtained or created on behalf of the Council in delivering the services specified in this Agreement;
- (n) "Customer" means the Council or any Third Party Authority
- (o) "Data Protection Act (DPA)" means the Data Protection Act 1998 and with effect from 25th May 2018, the Data Protection Act 2018;
- (p) "Data Protection Officer" means the role as defined under Chapter IV, Section 4 of GDPR;

- (q) "Dispute Resolution Procedure" means the procedure set out in Clause 32;
- (r) "Dynamic Purchasing System" or "DPS" means the dynamic purchasing system operated via the Application;
- (s) "DPS Entry and Operation Guide" means the guide made available by the Council on <http://demand.sproc.net> consisting of the DPS Entry and Operation Guide Part 1 and the DPS Entry and Operation Guide Part 2 and which details the general operation of the DPS;
- (t) "DPS Entry and Operation Guide Part 1" means that part of the DPS Entry and Operation Guide which gives an overview of the operation of the DPS, details the Selection Criteria for suppliers entering the DPS and the methodology for evaluating those criteria;
- (u) "DPS Entry and Operation Guide Part 2" means that part of the DPS Entry and Operation Guide which details the process by which a Customer will issue Requirements and award Service Agreements for the Requirements as well as other aspects of how the Council will operate the DPS;
- (v) "Entry Submission" means the Accreditation and Enrolment information and documents which the Council requires a service provider to submit via the Application as part of the Accreditation and Enrolment process;
- (w) "Environmental Information Regulations (EIR)" means the Environmental Information Regulations 2004;
- (x) "Evaluation Methodology" means the methodology the Council will use to evaluate Entry Submissions and Offers and a Third Party Customer will use to evaluate Offers, including the Selection Criteria and the Award Criteria, which is set out in the DPS Entry and Operation Guide (Parts 1 and 2), and which, in relation to the evaluation of an Offer, may be further refined and/or amended from time to time (in relation to a specific Requirement and/or generally) in accordance with the DPS Entry and Operation Guide (Parts 1 and 2);
- (y) "Exempt Information" means information that potentially falls within an exemption under the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA);
- (z) "FOIA" means the Freedom of Information Act 2000;
- (aa) "General Data Protection Regulation (GDPR)" means the General Data Protection Regulation (2016), Regulation (EU) 2016/679 as amended or re-enacted from time to time and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same. All compliance references to GDPR in this Agreement are applicable from 25th May 2018;
- (bb) "Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the same type of undertaking under the same or similar circumstances as are contemplated by this Agreement;

- (cc) "Information" has the meaning given under Section 84 of the Freedom of Information Act 2000 (FOIA), which shall include (but not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programmes, (including the source code of any programmes which the Council has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts, and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to information shall include reference to the medium in which it is stored;
- (dd) "Information Legislation" means the DPA, FOIA, GDPR and the EIR
- (ee) "Intellectual Property Rights" or "IPR" shall mean intellectual property rights whether vested or contingent and whether currently in existence or otherwise including (without limitation) patents, inventions, trade marks, service marks, logos, design rights, registered designs, copyright, database rights, domain names, trade or business names, moral rights, trade secrets, the right to sue for passing off and all similar rights whether registered or not (in any country) and all extensions revivals reversions and renewals of any of the above. The above shall include in relation to registrable rights any applications made in respect of such rights;
- (ff) "Legislation" means all Law and in particular the Information Legislation;
- (gg) London Living Wage: means the basic hourly wage set by the Greater London Authority (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Greater London Authority;
- (hh) "Offer" means the Service Provider's tender in response to a Requirement consisting of the Service Provider's costs for carrying out the Requirement and of its Outcome Statements;
- (ii) "Open for Offers Period" means the period during which a service provider participating in a tender for a Requirement may submit Offers;
- (jj) "Other Information Law" means any applicable legislation or codes governing access to information other than FOIA;
- (kk) "Parties" means either the Supplier Agreement Parties or the Service Agreement Parties as the context requires, and "Party" shall be construed accordingly;
- (ll) "Personal Data" means personal data as defined in Section 1(1) of the DPA and Article 4(2) of the GDPR, which is supplied to the Provider by the Council or obtained by the Provider in the course of performing their obligations under this Contract;
- (mm) "Public Contract Regulations" means the Public Contract Regulations 2015 as amended from time to time;

- (m) "Price Ceiling" means any maximum price payable to the Supplier in relation to any Requirement as specified by the Customer as part of the award procedure for a Service Agreement pursuant to Clause 4;
- (oo) "Pricing Details" means the Service Provider's costs for carrying out the Requirement referred to in a Service Agreement as contained in the Offer referred to in the Service Agreement;
- (pp) "Outcome Statements" means the proposals for meeting the Specification put forward by the Service Provider when it submits an Offer for a particular Requirement and shall be deemed to form part of the relevant Service Agreement;
- (qq) "Relevant Employees" means the employees who are subject to a Relevant Transfer;
- (rr) "Relevant Transfer" means a relevant transfer for the purposes of TUPE;
- (ss) "Replacement Services" means services that are identical or substantially similar to any of the Services provided by the Service Provider under this Supplier Agreement which a Customer receives, following the termination or expiry of a Service Agreement awarded to the Service Provider, in substitution for Services so provided by the Service Provider;
- (tt) "Replacement Service Provider" means a third party appointed by the relevant Customer from time to time to provide Replacement Services;
- (uu) "Requirement" means a request issued by any Customer on the Application from time to time identifying specific Services for which the Customer is seeking to award a Service Agreement and which may: (i) include terms and conditions applicable to the provision of those Services which supplement the terms and conditions set out in this Supplier Agreement that are incorporated into a Service Agreement; and (ii) in the case of a Third Party Customer include terms and conditions that supplement or amend the terms and conditions set out in the Specification to take account on the specific Services requirements and/or circumstances that relate to that Third Party Customer;
- (w) "Resumption Notice" means a notice served on the Service Provider under Clause 31A.6;
- (ww) "Selection Criteria" means the criteria that a service provider must meet and maintain throughout the duration of the DPS in order to successfully complete and to retain their Accreditation and Enrolment in the DPS;
- (xx) "Self-Billing Invoice" means an invoice generated through the Application on the Service Provider's behalf in accordance with the Self-Billing Procedure;
- (yy) "Self-Billing Procedure" means the arrangements agreed between the Service Provider and each Customer and set out in Schedule 2 under which invoices billing a Customer for Services provided to it by the Service Provider are generated at

regular intervals through the Application and payment in respect of the invoices is processed;

- (zz) "Serious Default" means a breach by the Service Provider of its obligations under a Service Agreement which in the reasonable opinion of the Customer materially prejudices the health, safety or welfare of a Service User;
- (aaa) "Service Agreement" means a contract awarded by a Customer accepting an Offer by the Service Provider and which is substantially in the form referred to in Schedule 3 and which shall incorporate and be subject to all terms and conditions set out in this Supplier Agreement to the extent that such terms and conditions are relevant to a Service Agreement and/or the Services;
- (bbb) "Service Agreement Parties" means the parties to any Service Agreement being the Service Provider and the relevant Customer, and "Service Agreement Party" shall be construed accordingly;
- (ccc) "Service Category" means a category of service as described more particularly in the DPS Entry Guide to which a service provider may be admitted to the DPS to provide Services;
- (ddd) "Service Receipt" means a record of Services delivered over a stated period and of the Charges for them, uploaded by the Service Provider onto the Application for agreement by the relevant Customer;
- (eee) "Service User" means a person who receives or who may receive the Services under a Service Agreement;
- (fff) "Services" means the Semi Independent Living services that the Service Provider agrees to provide where required by a Customer from time to time pursuant to a Service Agreement awarded in accordance with this Supplier Agreement as more fully described in the Specification and further detailed by the Requirement associated with the relevant Service Agreement;
- (ggg) "Specification" means the specification of Services as set out in Schedule 4 which a Customer may procure via the DPS;
- (hhh) "Staff" includes employees, and where the context permits any sub-contractors, agents and volunteers, employed or otherwise engaged by the Service Provider in the provision of the Services;
- (iii) "Sub-contractor" means a person to whom the Service Provider subcontracts any of its obligations under this Supplier Agreement;
- (iii) "Subject Access Request" means a request for Personal Data falling within the provisions of Section 7 of the DPA and Article 11, 12 & 15 of the GDPR
- (kkk) "Supplier Agreement" means this overarching agreement, consisting of these terms and conditions and any schedules to them, setting out the arrangements for management of the DPS, the process to apply when a Customer wishes to award ~~Service Agreements via the DPS and the terms and conditions applicable to the~~

carrying out of Service Agreements;

- (ll) "Supplier Agreement Parties" means the parties to this Supplier Agreement being the Service Provider and the Council, and "Supplier Agreement Party" shall be construed accordingly;
- (mmm) "Suspension Notice" means a notice served on the Service Provider under Clause 31A.2;
- (nn) "Third Party Customer" means any of the contracting bodies referred to, identified or described in the Contract Notice, which in each case has subsequently been
  - a. permitted by the Council to make particular purchases under the DPS as a



- (oo) Customer as notified by the Council to the Supplier from time to time;
- (pp) “TUPE” means the Transfer of Undertakings (Protection of Employment) Regulation 2006.

- 1.2 The headings of these clauses shall not affect the interpretation thereof.
- 1.3 The masculine includes the feminine and vice versa.
- 1.4 The singular includes the plural and vice versa.
- 1.5 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
- 1.6 The documents listed in clause 1.7 (the Contract Documents) together constitute the entire agreement between the Parties relating to the provision of the Services. The Contract Documents supersede any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date this Supplier Agreement is accepted by the Service Provider, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 1.7 In the event of any inconsistency or conflict between the provisions of different documents forming part of the Contract Documents, the provisions of the document ranking higher in the following order of priority of documents shall prevail over the provisions of the documents ranking lower:
  - 1.7.1 Any Service Agreement awarded under this Supplier Agreement;
  - 1.7.2 The Clauses of this Supplier Agreement;
  - 1.7.3 The Schedules of this Supplier Agreement;
  - 1.7.4 The DPS Entry and Operation Guide.
- 1.8 None of the provisions of this Supplier Agreement and/or any Service

Agreement are intended to relate to any non-commercial matter within the meaning of Section 17(5) of the Local Government Act 1988, except to the extent that its inclusion is permitted by Section 18(2) of that Act.

## **2. SCOPE OF SUPPLIER AGREEMENT**

- 21 The purpose of this Supplier Agreement is to set out the process which will apply to the awarding of Service Agreements by a Customer via the DPS for the provision of Services by the Service Provider and the terms and conditions which will apply to any such Service Agreements.
- 22 Each Customer may from time to time procure Services from the Service Provider via the DPS in accordance with the procedure set out in the DPS Entry and Operation Guide and this Supplier Agreement but each Customer shall not be obliged to award any Service Agreements via the DPS to the Service Provider and even where the Customer has followed the procedures in the DPS Entry and Operation Guide and this Supplier Agreement leading up to the award of a Service Agreement it may decline to award a Service Agreement.
- 23 The Service Provider shall provide each Customer with any Services required in accordance with a Service Agreement which shall be deemed to incorporate the terms and conditions of this Supplier Agreement relating to the provision of Services and may include additional terms and conditions.
- 25 The Service Provider shall provide the Services in a professional and prompt manner using reasonable skill, care and diligence and suitably qualified Staff in sufficient numbers.
- 26 The Parties shall work together and individually, in accordance with this Supplier Agreement and each Service Agreement, to achieve a transparent and co-operative exchange of information in all matters relating to this Supplier Agreement and each Service Agreement.
- 27 The Council may update the DPS Entry and Operation Guide at any time

throughout the duration of the DPS, provided that the Council provides all suppliers with fair and open access to such updates with reasonable advance notice.

- 29 The Service Provider acknowledges that once awarded by a Customer and accepted by the Service Provider, a Service Agreement shall be a legally binding agreement between the Service Provider and that Customer.
- 210 The Service Provider acknowledges that in entering into this Supplier Agreement no form of exclusivity or volume guarantee has been granted by the Council or any Third Party Customer in respect of any of the Services and that Council and Third Party Customer are at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the services covered by the DPS.
- 211 The Council shall not in any circumstances be liable to the Service Provider or any Third Party Customer in respect of any Services provided by the Customer to any Third Party Customer.

## 2A **INTERMISSION**

2A.1 In such circumstances as a Customer reasonably considers appropriate, the Customer may serve notice on the Service Provider (an "**Intermission Notice**") that it will be exercising its rights under this Clause 2A to require a suspension of the provision of the Services under any specified Service Agreement (an "**Intermission**"). The Intermission Notice shall set out the date upon which the Intermission shall commence and the Council's estimate of the duration of the Intermission. The Customer shall serve the Intermission Notice as soon as reasonably practicable.

2A.2 Following the service of an Intermission Notice, the Service Provider shall co-operate with the reasonable instructions of the Customer in respect of the Intermission.

2A.3 For so long as the Intermission is continuing, then:

2A.3.1 the Service Provider shall not be obliged to provide the Services;

2A.3.2 no Charges shall be payable to the Service Provider in respect of the period of the Intermission; and

2A.3.3 the Customer shall use reasonable endeavours to keep the Service Provider updated regarding the likely duration of the Intermission.

2A.4 At such time as the Customer reasonably considers appropriate the Customer may serve notice on the Service Provider (a "**Recommendation Notice**") to require the recommencement of the Services following an Intermission (a "**Recommendation**"). The Recommendation Notice shall specify the date on which the Services shall be recommenced.

2A.5 The Service Provider shall recommence the provision of the Services in accordance with the Recommendation Notice and shall co-operate with the reasonable instructions of the Customer in respect of the Recommendation.

2A.4 For the avoidance of doubt the Service Provider shall bear its own costs in relation to any Intermission and Recommendation except to the extent expressly set out to the contrary in the relevant Service Agreement.

### **3. DURATION OF THIS SUPPLIER AGREEMENT**

31 This Supplier Agreement shall commence on that the Supplier is joins the DPS and shall continue for the DPS Duration subject to termination under this Supplier Agreement or at law.

32 The DPS Duration Period shall be an initial period of 2 years from the establishment of the DPS. This initial period may be extended at the sole

discretion of the Council for a further period of 2 years.

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

#### **4. SERVICE AGREEMENT AWARD PROCEDURE**

- 4.1 Subject to clause 4.3, where a Customer requires specific Services for which it seeking to award a Service Agreement under the DPS it shall:
- (a) identify the relevant Service Category which the Services required fall into;
  - (b) issue a Requirement via the Application to all service providers who have been admitted to the DPS in relation to that Service Category notifying them of the opportunity to submit an Offer for the Requirement and of the Open for Offers Period provided that the duration of the Open for Offers Period shall be reasonable and proportionate to the nature of the Requirement;
  - (c) detail within the Application the Evaluation Methodology (including any Price Ceiling) that applies in respect of the Requirement;
  - (d) conduct a tender via the Application among the service providers to whom the Requirement has been issued;
  - (e) evaluate the Offers submitted by each service provider in accordance with the Evaluation Methodology;
  - (f) subject to clauses 4.1(g) and 4.5, award the Service Agreement for the Requirement to the service provider which has, at the close of the Open for Offers Period, submitted the Most Economic and Advantageous Offer in accordance with the Evaluation Methodology;

(g) despite having issued a Requirement and followed the procedure under this clause 4.1, be entitled at all times prior to making an award of a Service Agreement for the Requirement to opt not to do so.

42 Where the costing of an Offer received by a Customer in the course of a tender conducted under clause 4.1 appears abnormally low, the Customer may reject the Offer provided it:

(a) requests in writing from the service provider submitting the Offer details of the constituent elements of the costing of the Offer which are considered to contribute to it being abnormally low;

(b) takes account of the evidence supplied by the service provider;

(c) verifies those constituent elements with the service provider; and

(d) concludes that the Service Provider would not be able to carry out the Services to the required standards at the proposed costing.

43 Each Customer reserves the right to award a Service Agreement without following a competitive tendering procedure (including, for the avoidance of doubt without following the competitive tendering procedure described in Clause 4.1) where the Customer reasonably considers that there is a requirement for the relevant Services to be commenced with such degree of urgency as to render impracticable the conduct of a competitive tendering procedure. For the avoidance of doubt, the each Customer may exercise its rights under this Clause 4.3 to award a Service Agreement to any service provider appointed to the DPS.(See Entry Guide Part 2)

44 In the event that a Customer awards a Service Agreement pursuant to Clause 4.3, a retrospective Requirement and Offer shall be submitted onto the Application in respect of the relevant Service Agreement.

45 The Customer reserves the right to reject any Offer that does not comply

with any Price Ceiling and/or where the estimated value of the relevant Service Agreement is more than twice the Supplier's annual turnover. (See Entry Guide Part 2)

## **5. WARRANTIES AND REPRESENTATIONS**

51 The Service Provider warrants and represents to the Council and each Third Party Authority that:-

- (a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under this Supplier Agreement and any Service Agreement awarded under it;
- (b) the Supplier Agreement has been entered into by a duly authorised representative of the Service Provider;
- (c) as at the date of entering into this Supplier Agreement, all information, contained in the Service Provider's Entry Submission (including statements made in relation to the selection criteria referred to in Regulations 57 and 58 of the Public Contract Regulations) are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the Service Provider entering into this Supplier Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading.

## **6. PAYMENT AND VAT**

6.1 In consideration of the Service Provider undertaking to provide any Services required by a Customer under a Service Agreement awarded under this Supplier Agreement, that Customer undertakes to pay the Service Provider the Charges for such Services.

- 62 The Service Provider and each Customer acknowledge that *adam* shall act as the relevant Customer's payment agent for making payments to the Service Provider in respect of Charges that have become payable.
- 63 Subject to the correction of any errors in a Self-Billing Invoice, within 30 days of a Self-Billing Invoice having been raised in accordance with the Self-Billing Procedure, the Charges in the Self-Billing Invoice shall be payable by the relevant Customer.
- 64 The Service Provider shall not suspend the provision of the Services if any payment is overdue unless it is entitled to terminate the relevant Service Agreement awarded under it pursuant to Clause 31.2 for failure to pay the Charges.
- 6.6 For the avoidance of doubt the Charges shall be deemed to be fully inclusive of:
- (a) the value of the Services as specified in Schedule 4 of this Supplier Agreement subject to any further details in the Requirement referred to in the Service Agreement to which the Charges relate; and
  - (b) all traveling expenses, insurance costs and all other miscellaneous expenses incurred by the Service Provider in the organisation and provision of the Services to which the Charges relate.
- 6.7 The Charges are exclusive of VAT which shall be added at the prevailing rate as applicable and paid by the relevant Customer following delivery of a valid VAT invoice.
- 6.8 If a Customer and the Service Provider fail to reach agreement on any VAT matter pursuant to a Service Agreement and/or, in the case of the Council, in respect of this Supplier Agreement, the Customer and the Service Provider may refer the matter to Her Majesty's Revenue and Customs or a VAT tribunal for determination.
- 6.9 The Service Provider shall indemnify each Customer against any liability



(including any interest, penalties or costs incurred) which is levied, demanded or assessed on that Customer at any time in respect of the Service Provider's failure to account for, or to pay, any VAT relating to payments made to the Service Provider under a Service Agreement and/or, in the case of the Council, under this Supplier Agreement.

## **7. RECOVERY OF SUMS DUE**

7.1 Wherever under this Supplier Agreement and/or any Service Agreement any sum of money is recoverable from or payable by the Service Provider to a Customer, that sum may be deducted from any sum then due, or which at any later time may become due to the Service Provider under any Service Agreement and/or, in the case of the Council, this Supplier Agreement or any other agreement which the Service Provider has with the Customer.

7.2 The Service Provider shall make any payments due to each Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the relevant Customer to the Service Provider.

## **8. EURO PAYMENTS**

8.1 Any legislative requirement to account for the goods or services in Euros instead of and/or in addition to Sterling shall be implemented by the Service Provider at nil charge to each Customer.

8.2 Each Customer shall provide all reasonable assistance to facilitate such changes.

## **9. SUFFICIENCY OF INFORMATION**

9.1 The Service Provider will be deemed to have satisfied itself as regards the nature and extent of the Services required by any Customer and as to

the accuracy and sufficiency of the Charges provided for by the Pricing Details of any Service Agreement awarded under this Supplier Agreement prior to agreeing to undertake the provision of Services. The Service Provider will be deemed to have obtained for itself all necessary information as to the risks, contingencies and any other circumstances which might reasonably influence or affect the Service Provider in the provision of Services.

## **10. CONTRACTUAL RELATIONSHIP**

- 10.1 The Service Provider is not an employee or an agent of any Customer. Neither the Service Provider nor its employees or agents shall in any circumstances hold themselves out as being the employee or agent of any Customer nor are they authorised to enter into any contract on behalf of any Customer or in any other way to bind any Customer to the performance, variation, release or discharge of any obligation.
- 10.2 The Service Provider is responsible for the acts and omissions of its employees and agents and each Customer shall not be responsible, and cannot be held liable, for any act or omission of any person engaged by the Service Provider in relation to the Services.
- 10.3 The Service Provider is responsible for the payment of all taxes, National Insurance contributions, and levies of any kind which it is obliged by law to pay. The Service Provider is also responsible for the payment of all fees/wages, income taxes, National Insurance contributions, and levies of any kind, relating to or arising out of the engagement of any person employed or contracted by the Service Provider in relation to the provision of the Services.

## **11. ADVERTISING**

- 11.1 Save to the extent that any Service Agreement and/or, in the case of the Council, this Supplier Agreement indicates otherwise, no advertisement of any description indicating that the Service Provider is acting for any Customer is permitted on premises, equipment, materials or

consumables utilised in the provision of the Services without the prior written consent of the relevant Authorised Officer which shall not be unreasonably withheld. Any advertisement which is placed on a Customer's premises with consent shall be promptly removed on the termination or expiry of any Service Agreement awarded under this Supplier Agreement to which the advertisement relates.

## **12. BEST VALUE**

- 121 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.
- 122 Types of requirements of the Service Provider by each Customer shall include but not necessarily be restricted to provision of Services that are cost effective, efficient, timely, reliable, responsive, consistent, courteous and that give effect to the Customer's priorities.
- 123 The Service Provider shall facilitate periodical and regular inspections and reviews by each Customer of performance standards and shall, where possible, suggest improvements in the way the Services are provided.

## **13 STATUTORY AND OTHER REGULATIONS**

- 13.1 The Service Provider shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with provision of the Services and shall indemnify each Customer against any claims, actions, proceedings, loss, liability, penalties, costs or expense made or incurred as a result of any failure in compliance.
- 13.2 Without prejudice to any other provision of this Supplier Agreement, the Service Provider shall:

- 13.2.1 pay all of its employees engaged in the provision of the Services an hourly wage (or equivalent of an hourly wage) no less than the London Living Wage as published by the Living Wage Foundation from the 1<sup>st</sup> April 2020. Annual increases of the London Living Wage will be applied no later than the 1<sup>st</sup> of April for each and every subsequent year for the term of Service Agreement;
  - 13.2.2 provide to the Council such information demonstrating the payment of the London Living Wage to its employees engaged in the provision of the Services as the Council may reasonably require from time to time (this may include copies of pay slips if required); and
  - 13.2.3 co-operate and provide all reasonable assistance to the Council in monitoring the impact of the London Living Wage on the quality of the Services provided under this Supplier Agreement.
- 13.3 For the avoidance of doubt, the Service Providers failure to pay the minimum of London Living Wage to employees engaged in the provision of the Services will be a Serious Default of the Supplier Agreement.

#### **14. MONITORING**

- 14.1 Each Customer shall appoint an Authorised Officer who will have responsibility for managing and issuing instructions to the Service Provider in respect of the provision of the Services.
- 14.2 The Service Provider shall appoint a Contract Manager who will have responsibility on behalf of the Service Provider for the management of the provision of the Services under any Service Agreements awarded to the Service Provider.
- 14.3 The Service Provider's provision of the Services shall be monitored by each relevant Authorised Officer, who shall be entitled to make recommendations to the Service Provider for improving the standard of the Service Provider's performance in providing the Services.
- 14.4 The Contract Manager will meet regularly with each Authorised Officer ("the Liaison Meeting") to discuss the Services being provided and to provide the relevant Customer with progress reports. Upon receiving a request to do so the Service Provider shall attend any meeting(s) arranged by each Authorised Officer (or his representative) for the purpose of reviewing the Service Provider's performance. For the avoidance of doubt, in the case of the Liaison Meetings conducted with the Authorised Officer

of the Council, the Liaison Meeting may (at the request of the Authorised Officer of the Council) relate to the Services being provided to any or all of the Third Party Authorities as well as the Services being provided in respect of the Council.

- 14.5 At Liaison Meetings each Authorised Officer and Contract Manager will review, among other things, issues relating to the day to day provision of the Services, and any monitoring systems detailed in the Specification, including but not limited to, such things as user feedback.
- 14.6 The Contract Manager shall keep minutes of all Liaison Meetings.
- 14.7 The Service Provider shall permit each Customer to access to its premises for contract compliance visits. Site visits may be announced or unannounced. The relevant Customer will supply the Service Provider with a copy of any report compiled following a contract compliance visit.
- 14.8 The Service Provider shall provide each Customer with monitoring information in accordance with its requirements and within any timescales communicated to it by the relevant Authorised Officer. Further monitoring requirements may be contained in the Specification.
- 14.9 The Service Provider shall maintain proper records and accounts in relation to the provision of the Services. The financial accounts held in respect of the Services must be separate from the Service Provider's other accounts and must be separate in respect of each Customer. All documents relevant to the Services and, in the case of the Council, this Supplier Agreement must be made available for inspection by the relevant Authorised Officer.
- 14.10 If following a review of the Services it is apparent to a Customer that the Services are not being carried out to the satisfaction of the Customer the Service Provider and the relevant Customer will agree a plan and timescale for corrective action. If this is not achieved to the relevant Customer's satisfaction, the Customer may issue a Default Notice in accordance with the provisions of Clause 30.

## 15 THE SERVICE PROVIDER'S INDEMNITIES AND INSURANCES

- 15.1 The Service Provider shall indemnify the Customer against all claims, demands, proceedings, actions, damages, costs, expenses and any other liabilities in respect of, or arising out of, the provision of the Services in relation to the injury to or death of any person, or loss of or damage to any property including property belonging to that Customer or financial loss arising from any advice given or omitted to be given by the Service Provider or any other loss which is caused directly or indirectly by any act or omission of the Service Provider. This does not apply to the extent that such injury, death, loss or damage arises out of the act, default, or negligence of the relevant Customer, its employees, or agents not being the Service Provider or persons engaged by the Service Provider.
- 15.2 The Service Provider's liability under Clause 15.1 for losses relating to death or personal injury or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982 shall be unlimited.
- 15.3 The Service Provider shall effect and maintain as a minimum a policy or policies of insurance of the type set out in Clause 15.4. The Service Provider shall also ensure that any of its sub-contractors who are providing any or all of the Services on its behalf maintain equivalent insurances as a minimum.
- 15.4 The insurances referred to in Clause 15.3 are as follows:
- 15.4.1 public liability insurance that covers the Service Provider's liabilities under Clause 15.1 in a sum of not less than £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising out of any one event;
- 15.4.2 employer's liability insurance in a sum of not less than £10,000,000.00 (ten million pounds) for any one occurrence or series of occurrences arising out of any one event and which

complies with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988;

15.4.3 professional indemnity insurance that covers the risk of professional negligence on the part of the Service Provider and persons engaged by it in a sum of not less than £2,000,000.00 (two million pounds) for any one occurrence or series of occurrences arising out of any one event.

15.5 The Service Provider shall supply to each Customer upon request a copy of the insurance policies or a certificate from its insurers or brokers confirming the policies which it is required to maintain under this Clause

15.6 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Supplier Agreement each Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

## **16 EQUAL OPPORTUNITIES**

16.1 In providing the Services, the Service Provider shall to the same extent as if it were a public authority within the meaning of the Equality Act 2010 ("the 2010 Act") (or any European equivalent) comply with the 2010 Act together with all applicable amendments, regulations and Codes of Practice or any future or other legislation which concerns discrimination in employment and service delivery (the "Equalities Provisions") and shall in particular comply with the public sector equality duty under Section 149 and shall have due regard to the need to:

- (a) eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 16.2 The Service Provider shall take all reasonable steps to ensure that the servants, employees or agents of the Service Provider and of its Sub-contractors engaged in the provision of the Services shall provide the Services in accordance with the obligations imposed on the Service Provider by Clause 16.1.
- 16.3 The Service Provider shall notify each Customer immediately in writing upon becoming aware of any investigation or proceedings brought against the Service Provider under the Equalities Provisions in connection with the Service Provider's provision of the Services.
- 16.4 If requested to do so by any Customer, the Service Provider shall fully cooperate with that Customer at its own expense in connection with any legal proceedings, ombudsman inquiries or arbitration in which that Customer may become involved arising from any breach of that Customer's duties under the Equalities Provisions due to the alleged acts or omissions of the Service Provider or of the servants or employees or agents of the Service Provider and of its Sub-contractors engaged in the provision of the Services.

## **17. HUMAN RIGHTS**

- 17.1 The Service Provider shall ensure that it provides the Services in compliance with the provisions of the Human Rights Act 1998 ("HRA").
- 17.2 The Service Provider shall indemnify each Customer in respect of any cost claim or damages that that Customer may incur in respect of any breach or contravention of the HRA arising out of any act or omission on the part of the Service Provider its employees agents or subcontractors in providing the Services under any Services Agreement and/or, in the case of the Council, this Supplier Agreement.

## **18. HEALTH AND SAFETY AT WORK**



- 18.1** The Service Provider shall observe the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and all other regulations, approved Codes of Practice and amendments thereto pertaining to the health and safety of employees and members of the public and shall ensure that its agents, employees and sub-contractors are competent to carry out their respective tasks with due regard to the Service Provider's obligations under these Acts and other instruments.
- 18.2** The Service Provider shall provide and maintain and make available for inspection by the each Customer's Authorised Officer all records reasonably requested by the relevant Customer relating to the Service Provider's compliance with Clause 18.1.
- 18.3** The Service Provider shall promptly notify each Authorised Officer of any health and safety hazards which may arise in connection with the provision of the Services.

## **19. CONFIDENTIALITY AND PROTECTION OF INFORMATION**

- 19.1** “Confidential All confidential information (however recorded or preserved) disclosed by a Party or its Employees, Officers, Representatives or Advisers (together it's Representatives) to the other Party and that Party's Representatives in connection with this Agreement concerning:

19.1.1 the terms of this Agreement;

19.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

i the business, affairs, Clients, Service Providers, plans, intentions, or market opportunities of the disclosing Party;

ii. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and

iii any information developed by the Parties in the course of carrying out this Agreement shall be deemed as Confidential Information and may only be disclosed subject to the provisions of this Agreement.

**19.2** The Service Provider acknowledges that the confidentiality, integrity and availability of information and the security provided in relation to information is a material element of this Agreement.

**19.3** The Service Provider shall and shall at all times provide a level of security which:

19.30.1 is in accordance with Legislation and this Agreement.

19.3.2 is in accordance with compliance regimes representing Good Industry Practice; and

19.3.3 meets any specific security threats identified from time to time by the Council.

**19.4** The Service Provider shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Council. This shall include but not limited to the following:

19.4.1 All mobile storage systems and hardware shall be encrypted to at least industrial standards.

19.4.2 All employees shall be appropriately vetted before use in the services which are the subject of this Agreement.

19.4.3 All employees shall receive adequate information governance training which shall be annually refreshed.

19.4.4 All buildings and physical environments shall be subject to appropriate physical security and protection.

19.4.5 The Service Provider shall permit access to Information by employees of the Council only as may be specifically designated by the Council.

19.4.6 The Service Provider shall securely destroy all Information provided or created under this Agreement and no longer required to be retained in accordance with this Agreement.

19.5 The Service Provider will have in place fully tested and effective business continuity plans.

19.6 The Service Provider shall observe the following principles when handling personal data for the purpose of carrying out the Service Provider's obligations under this Agreement:

19.6.1 Every proposed processing of Personal Data within or outside the Service Provider's organisation should be clearly defined and regularly risk assessed and approved by an appropriate information governance role holder.

19.6.2 Personal Data must not be processed unless it is absolutely necessary. Personal Data should not be used unless there is no alternative.

19.6.3 The minimum necessary Personal Data is to be used. Where use of Personal data is considered necessary, each individual item of information should be justified with the aim of reducing the need for processing personally indefinable information.

19.6.4 Access to Personal Data should be on a strict to know basis. Employees should only have access to the data that they need to see, and should only receive the access and functionality permissions required to undertake their roles.

19.6.5 The Service Provider must ensure that its employees are aware of their responsibility to comply with the common law duty of confidentiality.

19.6.6 All persons handling Personal Data must understand and comply with the DPA. All processing of Personal Data must be lawful.

- 19.7 Any information received by the Service Provider from the Council under this Agreement or generated by the Service Provider pursuant to this Agreement shall remain at all times the property of the Council. It shall be identified, clearly marked and recorded as such by the Service Provider on all media and in all documentation.
- 19.8 The Service Provider shall not, save as required by this Agreement, without the prior written consent of the Council disclose to any other person any information provided by the Council under this Agreement.
- 19.9 Where processing personal data, the Service Provider shall not procure the services of any other agent or sub- provider in connection with this Agreement without the explicit written consent of the Council.
- 19.10 The Service Provider shall take all necessary precautions to ensure that all information obtained from the Council under or in connection with this Agreement, is given only to such of the Service Provider's employees and professional advisors or consultants engaged to advise the Service Provider in connection with this Agreement as is strictly necessary for the performance of this Agreement, and is treated as confidential and not disclosed (without prior written approval) or used by any such employees or such professional advisors or consultants otherwise than for the purposes of this Agreement.
- 19.11 The Service Provider shall not use any information it receives from the Council otherwise than for the purpose of this Agreement.
- 19.12 With regards to Council's Data:
- 19.12.1 the Service Provider shall not delete or remove any proprietary notices contained within or relating to Council Data.
- 19.12.2 the Service Provider shall not store, copy, disclose or use the Council Data except as necessary for the performance of the Service Provider's obligations under this Agreement or as otherwise expressly authorised in writing by the Council.

19.12.3 to the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in the format specified by the Council.

19.12.4 the Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of same.

19.12.5 the Service Provider shall perform secure back-ups of all Council Data and shall ensure that up-to-date back-ups are stored off-site. The Service Provider shall ensure that such back-ups are available to the Council at all times upon request.

19.12.6 if the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:

19.12.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data in full and not later than three (3) days (subject to any agreed business continuity plan); and/or

19.12.6.2 in default thereof itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so.

19.13 if at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for the any reason, then the Service Provider shall notify the Council immediately and inform the Council of remedial action the Service Provider proposes to take.

19.14 The obligations imposed by this Clause shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

## **20. INTELLECTUAL PROPERTY RIGHTS**

- 20.1** The Service Provider hereby grants to each Customer an irrevocable non-exclusive royalty-free licence to use any material created by the Service Provider in the provision of the Services in which, but for this sub-clause 20.1, the Service Provider would own the IPR (including but not limited to data, working papers and the contents of any report). The Service Provider agrees that the relevant Customer may without let or hindrance publish, alter, release, license or otherwise exploit and deal with such material as it thinks fit, via any medium.
- 20.2** The Service Provider undertakes to do all such acts or things and execute and /or procure the execution of all such documents each Customer may request from time to time in order to perfect or confirm the Customer's licence or use of the material referred to in sub-clause 20.1.
- 20.3** The Service Provider agrees to waive all moral rights in respect of the material referred to in sub-clause 20.1.
- 20.4** Where the IPR in material used in the provision of the Services or forming a material part of any report or data prepared for use by the any Customer are owned by a third party the Service Provider shall obtain the necessary licence for use of such material by the relevant Customer.
- 20.5** The Service Provider shall keep each Customer fully indemnified against all losses and all actions claims proceedings costs and damages (including any damages or compensation paid by the relevant Customer on the advice of its legal advisor and after consultation with the Service Provider to compromise or settle any claim and all legal costs or other expenses) arising out of any breach of IPR of a third party in material supplied by the Service Provider in the provision of the Services.

## **21. DATA PROTECTION**

- 21.1** The Council is and will remain the Data Controller in relation to the personal information processed under this Agreement, and the Service Provider will act as Data Processor with respect to such personal information. As such, the Service Provider must follow the direction of the

Council as to how Personal Data is processed.

- 21.2** All Personal Data acquired by the Service Provider from the Council shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the prior written consent of the Council.
- 21.3.** If and when applicable the Service Provider shall comply with the GDPR requirements with regards to appointing a Data Protection Officer.
- 21.4.** The Service Provider shall comply with all relevant code of practice issued under the DPA (and GDPR when in force).
- 21.5.** The Service Provider shall assist the Council in safeguarding the legal rights of the Data Subject.
- 21.6.** The Service Provider will have in place at all times appropriate technical and organisational security measures to safeguard Council Data in compliance with DPA and the National Cyber Security Centre (NSNC) guidance (and the GDPR when in force).
- 21.7.** The Service Provider shall indemnify the Council against loss, destruction or processing contrary to Information Legislation by itself, its employees, contractors or agents.
- 21.8.** The Service Provider shall ensure the reliability and training of all its relevant employees to ensure awareness of and compliance with the Service Provider's obligations under the DPA (and GDPR when in force).
- 21.9.** The Council shall respond to all Subject Access Request (SAR), whether received by the Service Provider or the Council, and therefore the Service Provider shall provide to the Council the personal data requested by the Data Subject (as defined in the DPA) within 10 working days of receipt of instruction by the Council for supply of the data.
- 21.10.** The Service Provider shall immediately notify the Authorised Officer if it receives:



21.10.1.a request from any person whose Personal Data it holds to access his Personal Data; or

21.10.2.a complaint or request relating to the Council's obligations under the DPA (and the GDPR when in force).

**21.11.** The Service Provider will assist and co-operate with the Council in relation to any complaint or request received, including:

21.11.1. providing full details of the complaint or request;

21.11.2. providing the Council with any information relating to a SAR within 10 working days of receipt of the request;

21.11.3. promptly providing the Authorised Officer with any Personal Data and other information requested by him.

**21.12.** The Service Provider shall not process information outside of the EEA as defined by the DPA and GDPR without full prior written consent from the Council.

**21.13.** The Service Provider shall cooperate with Data Protection Compliance Audits as and when requested.

**21.14.** When in force, the Service Provider shall comply with GDPR requirements for maintaining accurate, current and comprehensive Records of Processing Activities.

**21.15.** The Service Provider shall be liable for and shall indemnify the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements) and demands incurred by the Council which arise directly from a breach by the Service Provider of its obligations under the DPA, including without limitation those arising out of any Third Party demand, claim or action, or any breach of Agreement, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the DPA (and GDPR when in force) by the

Service Provider or its Employees, servants, agents or Sub-Providers.

## **22. FREEDOM OF INFORMATION**

**22.1** The Service Provider recognises that each Customer is subject to legal duties which may require the release of information under FOIA or any Other Information Law and that each Customer may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under, any Service Agreement and, in the case of the Council, this Supplier Agreement in any way.

**22.2** Notwithstanding anything in any Services Agreement and/or, in the case of the Council, this Supplier Agreement to the contrary, in the event that any Customer receives a request for information under the FOIA or any Other Information Law, that Customer shall be entitled to disclose all information and documentation (in whatever form) as is necessary to respond to that request in accordance with the FOIA or Other Information Law, save that in relation to any such information that the Customer believes is Exempt Information, the Customer shall use reasonable endeavours to consult the Service Provider as soon as practicable after receipt of such a request and shall not:

- (a) confirm or deny that the information in question is held by the Customer; or
- (b) disclose the information requested,

to the extent that in the Customer's opinion (having taken into account the views of the Service Provider) that exemption is or may be applicable in accordance with the relevant section of FOIA in the circumstances to all or any of the information requested.

**22.3** Where any Customer consults with the Service Provider in accordance with Clause 22.2 above, the Service Provider shall make its written representations as to whether it believes the information falls within an exemption under the FOIA to the Customer within 14 days of receiving the Customer's request for consultation.

**22.4** The Service Provider shall indemnify each Customer for any costs that the

relevant Customer incurs, including but not limited to external legal costs, in seeking to maintain the withholding of information arising out of or under any Services Agreement and, in the case of the Council, the Supplier Agreement in any way that the Service Provider wishes it to withhold, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure.

- 22.5** In any event each Customer shall have no liability for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempt Information or other information relating to any Services Agreement and, in the case of the Council, this Supplier Agreement under FOIA or Other Information Law.
- 22.6** The Service Provider will at all times assist each Customer to enable that Customer to comply fully with its obligation under FOIA governing access to information or Other Information Law or related guidelines or codes of practice. In particular it acknowledges that each Customer is entitled to any and all information relating to or arising in the course of the performance of any Services Agreement and/or, in the case of the Council, this Supplier Agreement. In the event that any Customer receives a request for information under the FOIA or Other Information Law, and requires the Service Provider's assistance in obtaining all or any such information, the Service Provider will respond to any such request for assistance at its own cost and promptly and in any event within 10 days of receiving the Customer's request (or other reasonable time period specified by the Customer when making the request).
- 22.7** Other than as set out above each Customer shall have no obligation to consult the Service Provider where any request for information, whether under the FOIA or otherwise, touches or concerns any Services Agreement and/or, in the case of the Council, this Supplier Agreement.
- 22.8** In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the relevant Customer.

## **23. CORRUPTION**

**23.1** The Service Provider shall not offer or give, to any employee, agent, servant or representative of any Customer any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or having refrained from doing any act in relation to the obtaining or execution of any Services Agreement, the Supplier Agreement or any other contract with any Customer, or for showing or refraining from showing favour or disfavour to any person in relation to any Services Agreement, the Supplier Agreement or any other contract with any Customer. The Service Provider warrants that it has not otherwise done anything contrary to the Bribery Act 2010 or incited any breach of section 117(2) of the Local Government Act 1972.

**23.2** Where the Service Provider or the Service Provider's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Service Provider's behalf, engages in conduct prohibited by Clause 23.1 in relation to any Services Agreement, the Supplier Agreement or any other contract with any Customer, the Customer that is a party to the relevant contract has the right to:

- (a) terminate any Service Agreement and recover from the Service Provider the amount of any loss suffered by the Customer resulting from the termination; or
- (b) recover in full from the Service Provider any other loss sustained by the Customer in consequence of any breach of this clause, whether or not any Service Agreement has been terminated.

## **24. ILLEGALITY**

**24.1** If any provision or term of the Supplier Agreement or any part of it or any Service Agreement awarded under it shall become unenforceable for any reason whatsoever, including but without limitation by reason of the provisions of any legislation, Regulation, Order, Direction of the Secretary

of State or other provision having the force of law or by reason of any decision of any Court of competent jurisdiction, the validity and enforceability of the remainder of the Supplier Agreement or Service Agreement awarded under it shall not be affected thereby and shall remain in full force and effect. Where any such provision or decision substantially affects or alters the ability of either of the Parties to comply fully with its contractual obligations the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Supplier

Agreement or of any Service Agreement awarded under it as may be necessary or desirable in the circumstances.

## **25. FORCE MAJEURE**

**25.1** Neither Party shall be liable to the other nor held in breach of the Supplier Agreement or of any Service Agreement awarded under it if either Party is prevented, hindered or delayed in the performance of its obligations under the Supplier Agreement or relevant Service Agreement by any act of God, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of power, labour dispute other than a dispute concerning the Service Provider's employees or the employees of its sub-contractors, epidemic or other circumstances beyond the control of the Parties which prevents a Party from, or hinders or delays a Party in, performing its obligations under this Supplier Agreement or relevant Service Agreement (and which the application of due diligence and foresight could not have prevented).

**25.2** If due to any of the circumstances listed in Clause 25.1 either Party is prevented, hindered or delayed in the performance of their obligations under this Supplier Agreement or any Service Agreement that Party shall as soon as reasonably practicable notify the other in writing of such prevention, hindrance or delay and the reasons therefore whereupon the operation of this Supplier Agreement or of any relevant Service Agreement awarded under it that is affected shall be suspended. The Customer shall not be liable to make payment to the Service Provider during such suspension.

**25.3** The suspension of the operation of this Supplier Agreement or of any Service Agreement awarded under it shall continue during the period (and only during the period) that such prevention, hindrance or delay due to the circumstances listed in Clause 25.1 continues to affect it. Upon those circumstances ceasing to prevent, hinder or delay the performance of the obligations of the Party relying upon it that Party shall give written notice to the other Party of this fact.

**25.4** If either Party is prevented from performing their obligations due to any of the circumstances listed in Clause 25.1 for longer than one month either Party may immediately terminate the Supplier Agreement or the relevant Services Agreement, whichever may be affected, upon service of one month's written notice to the other Party.

**26. BUSINESS CONTINUITY**

**26.1** The Service Provider acknowledges and accepts that each Customer has obligations under the CCA and upon the award of a Service Agreement under this Supplier Agreement and prior to the commencement of the Service Agreement shall carry out a risk assessment of the issues that could prevent its provision of the Services.

**26.2** The Service Provider undertakes during and after the subsistence of a Service Agreement awarded under this Supplier Agreement to provide any information, documentation and assistance the relevant Customer may reasonably require in order to enable the Customer to comply with its obligations under section 2 of the CCA (Duty to assess, plan and advise).

**26.3** In the event of an Emergency (as defined in Part 1 or Part 2 of the CCA), the Service Provider shall use its best endeavours to comply with any instructions whatsoever of the relevant Customer in relation to such Emergency, notwithstanding that such instructions may be given by an officer of the Customer other than the officer(s) the Service Provider would usually deal with in respect of the relevant Service Agreement and/or, in

the case of the Council, this Supplier Agreement.

**26.4** Each Customer shall remunerate and indemnify the Service Provider for any claims, costs and losses that the Service Provider may suffer as a direct consequence of compliance with that Customer's instructions during and in respect of an Emergency.

**26.5** Each Customer shall use all reasonable endeavours to ensure that any instruction given to the Service Provider pursuant to sub-clause 26.3 shall be:

- (i) reasonably necessary for the prevention or mitigation of the Emergency;
- (ii) reasonably within the power and ability of the Service Provider to comply with, having regard to the nature of the Service Provider's business and its obligations to the Customer under the relevant Services Agreement and/or, in the case of the Council, this Supplier Agreement.

**26.6** Notwithstanding Clause 25, during the subsistence of each Service Agreement awarded under this Supplier Agreement the Service Provider shall have in place such measures as may be reasonably practicable and sufficient so that as far as reasonably possible it is able to continue to perform its obligations under each such Service Agreement in the event of an Emergency or a Disruptive Event ("Business Continuity Measures").

**26.7** A Disruptive Event means any event falling outside the definition of an Emergency that may result from:

- (i) inability by the Service Provider to access the premises from which it provides the Services;
- (ii) general failure of the Service Provider's Staff to attend work or perform their functions;
- (iii) failure of or disruption to the IT and communications systems, or the loss of data and/or records of, the Service Provider;
- (iv) loss of or damage to equipment, resources or materials of the Service Provider;

- (v) a disruption in provision of goods or services to the Service Provider by any third party.

**26.8** Within 1 month of the Commencement Date of a Service Agreement awarded under this Supplier Agreement, the Service Provider shall ensure that its Business Continuity Measures are recorded in a document entitled a Business Continuity Plan and shall submit a copy of the Business Continuity Plan for the relevant Customer's approval.

**26.9** If at any time during the subsistence of a Service Agreement awarded under this Supplier Agreement after receipt of a Business Continuity Plan, the relevant Customer reasonably considers that changes to the Business Continuity Plan are required, the Service Provider shall upon notification by the Customer of these changes record the changes in the Business Continuity Plan and implement them.

**26.10** The Service Provider shall use its best endeavours to ensure that its contracts with its Sub-contractors engaged in or about the execution of a Service Agreement awarded under this Supplier Agreement contain provisions similar to those in this Clause 26 as far as necessary to allow the Service Provider to perform its obligations under this Clause 26.

**26.11** The Service Provider shall indemnify and keep indemnified each Customer for any claims, loss or damage incurred by that Customer as a result of the Service Provider's breach of this Clause 26.

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

**27.1** The Service Provider shall not assign, sub-contract, or delegate in whole or in part any of its duties in relation to provision of the Services under any Services Agreement and/or, in the case of the Council, this Supplier Agreement without the prior written consent of the relevant Customer, which may be given or withheld in the Customer's sole discretion and subject to any conditions which the Customer sees fit to impose.

**27.2** In the event that a Customer agrees to any part of provision of the Services



being sub-contracted, the Service Provider shall ensure that the Service Provider enters into a legally binding contract with the sub- contractor in a form approved in writing by the relevant Authorised Officer prior to the commencement of that sub-contract. A copy of each sub- contract will be sent by the Service Provider to the relevant Customer immediately.

**27.3** It shall be a condition of any sub-contract entered into by the Service Provider that the Sub-Contractor shall not enter into a further sub- contract in respect of the Services or any part of the Services under the sub- contract without notifying and obtaining the written consent of the Service Provider. Upon receipt of any such notification from the Sub- contractor and before giving the Sub-contractor its consent, the Service Provider shall inform the relevant Customer of the Sub-contractor's intention to further sub-contract the Services or part of the Services and shall obtain the Customer's written consent thereto, which consent may be given or withheld at the Customer's sole discretion and subject to any conditions the Customer may see fit to impose.

**27.4** Nothing in this Clause 27 shall alleviate the Service Provider of its obligations in relation to the provision of the Services under this Supplier Agreement generally. In particular, notwithstanding the grant of consent or imposition of conditions by a Customer under Clause 27.1, the Service Provider shall remain ultimately responsible for any choice of sub- contractors and for the provision of the Services in all respects.

## **28. WAIVER**

**28.1** Failure by a Customer at any time to enforce the provisions of and applicable under any Service Agreement and/or, in the case of the Council, this Supplier Agreement or to require performance by the Service Provider of any of the provisions of and applicable under any Service Agreement and/or this Supplier Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of any Service Agreement and/or this Supplier Agreement or any part thereof or the right of the Customer to enforce any

provision in accordance with the terms of such agreement.

## **29. VARIATION**

- 29.1** Subject to Clause 29.3, a variation to this Supplier Agreement or of any Service Agreement awarded under it shall only be valid if it has been agreed by the Parties in written form.
- 29.2** For the avoidance of doubt, a variation to a Service Agreement as referred to in Clause 29.1 may include an extension to the duration of the Service Agreement.
- 29.3** Upon the provision to the Supplier of written notice the Council reserves the right to amend with immediate effect the provisions of this Supplier Agreement that relate to the process for awarding a Service Agreement (including without limitation Clause 4) without obtaining the agreement of the Supplier.

## **30. PERFORMANCE DEFAULT**

- 30.1** Without prejudice to a Customer's right to terminate and/or suspend any Services Agreement and/or, in the case of the Council, this Supplier Agreement in accordance with the terms and conditions of the relevant agreement and without prejudice to any other claim or remedy the Customer may have against the Service Provider, a Customer may in the event that the Service Provider in the reasonable opinion of the relevant Authorised Officer: -

- (a) fails to provide the Services or any part of them; or
- (b) fails to provide the Services to a reasonable standard;

issue the Service Provider with a written notice (a "Default Notice") detailing the default, the actions (if any) to be taken to rectify the default and the timeframe for doing so.

- 30.2** If the Service Provider fails to comply with the Default Notice or if the

breach is incapable of remedy, the Customer shall be entitled to deduct from any monies that may be due to the Service Provider such sums to reflect the actual loss to the Customer arising out of the breach including administration costs.

**30.3** If the Service Provider complies with a Default Notice to the reasonable satisfaction of the Customer, the Service Provider may be charged the Customer's reasonable costs (if any) arising from the breach.

**30.4** Without prejudice to the remedies available to a Customer under Clauses 30.2 and 30.3, if the Service Provider is issued with three Default Notices under Clause 30.1 in respect of a specific Service Agreement, the relevant Customer shall have the right to treat this as a persistent breach of that Service Agreement for the purposes of Clause 31.3.

## **31. TERMINATION OF SERVICE AGREEMENT**

**31.1** Notwithstanding any other provision of a Service Agreement and/or, in the case of the Council, this Supplier Agreement, a Customer may terminate any Service Agreement awarded on a no fault basis at any time by giving the Service Provider 120 days' notice in writing. The Customer may extend the period of notice at any time before it expires subject to agreement on the level of services to be provided by the Service Provider during the period of extension.

**31.2** If either Party commits a fundamental breach of its obligations under any Service Agreement then the other Party may, without prejudice to any accrued rights or remedies, terminate the Service Agreement concerned by notice in writing having immediate effect.

**31.3** A Customer may terminate a Service Agreement by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:

31.3.1 the Service Provider has committed a persistent breach of the Service Agreement under Clause 30.4;

- 31.3.2 any information provided by the Service Provider during the process of selection of the Service Provider for the award of this Supplier Agreement or of a Service Agreement proves materially untrue or incorrect;
- 31.3.3 the Service Provider has obtained or received by whatever means any information which has given or was intended or likely to give the Service Provider any unfair advantage over any other participant in relation to the process for the award of this Supplier Agreement or the award of any Service Agreement under it;
- 31.3.4 an event described in Clause 23 (Corruption);
- 31.3.5 the Service Provider's directors become bankrupt or the Service Provider makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme of arrangement approved in accordance with the Insolvency Act 1986;
- 31.3.6 the Service Provider has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed;
- 31.3.7 the Service Provider has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- 31.3.8 the Service Provider has possession taken, by or on behalf of the holder of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- 31.3.9 the Service Provider is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver or which entitle the Court to make a winding-up order;
- 31.3.10 if there is a change of control in the share holding of the Service Provider;
- 31.3.11 where the Customer has, on grounds of breach of contract, terminated a contract between itself and the Service Provider other than the relevant Service Agreement;
- 31.3.12 where the Service Provider or any of its employees or sub-contractors becomes embroiled in matters attracting significant negative publicity liable to reflect adversely on the Customer,

including but not limited to any occasion on which any of these persons is convicted of an arrestable offence;

31.3.13 where the Service Provider is an individual if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or any amendment thereto.

**31.4** If a Customer terminates a Service Agreement under this Clause 31 or otherwise the Customer shall:

31.4.1 cease to be under any obligation to make further payment to the Service Provider until all costs and damage resulting from or arising out of termination of the Service Agreement have been calculated; and

31.4.2 be entitled to deduct such costs from any sum or sums which would have been due to the Service Provider and/or be entitled to recover the costs from the Service Provider as a debt; and

31.4.3 be entitled to carry out the Service Agreement itself in whole or in part or engage any other person to provide the Services.

**31.5** Where a Service Agreement shall terminate for whatsoever reason the Service Provider shall within 21 days from termination (or such reasonable period specified by the Customer) provide the Customer with sufficient information, material and documentation necessary to enable the Customer or a third party to continue or to re-procure the provision of the Services. Without prejudice to the Customer's other remedies, failure to comply with this Clause 31 may result in the Customer withholding any payment due until reasonable compliance by the Service Provider.

**31.6** In addition and without prejudice to this Clause 31 if the Customer terminates a Service Agreement in accordance with 31.2, 31.3 or 31A.9 the Service Provider shall fully indemnify the Customer in respect of any loss or damage suffered as a consequence of termination including the cost of providing the Services for the remainder of the period of the Service Agreement to the extent that such cost exceeds the payment that otherwise would have been payable to the Service Provider.

**31.7** The rights of a Customer under this Clause 31 are in addition to, and without prejudice to, any other rights that the Customer may have at law, under the relevant Service Agreement and/or, in the case of the Council, under the Supplier Agreement.

**31.8** The provisions of Clauses 15.1, 15.2 (Service Provider's Indemnities) 19 (Confidentiality and Protection of Information), 20 (IPR), 21 (Data Protection), 22 (FOIA) and 38 (TUPE Compliance on Termination) shall survive the termination of any Service Agreement together with any other provision which is either expressed to or by implication is intended to survive termination of a Service Agreement.

### **31A. SUSPENSION OF A SERVICE AGREEMENT**

31A.1 If the Service Provider commits Serious Default under any Service Agreement then the Customer shall be entitled to arrange for a competent person (which may be one of the Customer's employees) to carry out an investigation into the Serious Default.

31A.2 If the Customer considers (acting reasonably) that:

31A.2.1 the Serious Default is of such seriousness; and/or

31A.2.2 there is a continuing threat to the health, safety and/or welfare of any or all of the Service Users,

such that in either case it is not appropriate for the Service Provider to carry on providing any or all of the Services then the Customer shall be entitled to serve on the Service Provider a Suspension Notice.

31A.3 If a Customer serve a Suspension Notice then:

31A.3.1 the Service Provider will cease providing the Services set out in the Suspension Notice; and

31A.3.2 the Customer will be entitled for as long as the Suspension Notice is in force to either provide some or all of the Services itself or engage any other person to do.

31A.4 The Customer shall use reasonable endeavours to ensure that any investigation is carried out as quickly and as reasonably as possible. The Customer will make available to the Service Provider a copy of the report of the investigation's findings as soon as reasonably possible after it has been made available to the Customer. The Service Provider will co-operate fully in the conduct of any such investigation.

31A.5 If Service Provider has been served with a Suspension Notice then as soon as reasonably possible after the Customer has received the report of the investigation the Customer shall consider (acting reasonably) whether or not the Service Provider shall resume provision of some or all of the suspended Services.

31A.6 If the Customer considers that the Service Provider shall resume provision of some or all of the suspended Services then the Customer shall serve on the Service Provider a Resumption Notice which shall set out the Services to be resumed and the date upon which they are to be resumed.

31A.7 The Customer will be entitled to set out in the Resumption Notice such conditions relating to the Service Provider's resumption of the Service as it considers appropriate.

31A.8 The Service Provider shall resume the provision of the Suspended Services on the date and subject to any conditions set out in the Resumption Notice.

31A.9 If the Customer considers that the Service Provider shall not resume the provision of some or all of the suspended Services then:

31A.9.1 the Customer will be entitled to terminate the application of the Service Agreement to the Services concerned with immediate effect; or

31A.9.2 if the Customer considers, acting reasonably, that the findings of the investigation reflect on the Service Provider's ability to carry out the Services generally, the Customer will be entitled to terminate the Services Agreement with immediate effect.

31A.10 During any period of suspension under this Clause 31A the Customer may at its sole discretion continue to pay the Charges but if the Customer exercises its right to terminate in accordance with Clause 31A.9.1 or 31A.9.2, the Service Provider must repay to the Customer all sums paid during the period of suspension which relate to the suspended Services concerned. If the Service Provider does not repay these sums within 30 days of any notice of termination then the Customer will be entitled to recover these sums as a debt.

31A.11 Following service of a Resumption Notice if the Customer has not already done so it will pay such proportion of the Charges for the period during which the Services were suspended as the Customer considers reasonably determines.

31A.12 The rights of a Customer under this clause 31A are in addition to, and without prejudice to, any other rights that the Council may have at law or under the relevant Service Agreement.

## **31B. TERMINATION OF THE SUPPLIER AGREEMENT**

31B.1 The Service Provider shall notify the Council in writing with immediate effect upon any of the following circumstances:

31B.1.1 the Service Provider undergoes a Change of Control;

31B.1.2 any change in relation to the information contained in the Entry Submission of the Service Provider that may result in the Service Provider no longer complying with the Selection Criteria; and/or

31B.1.3 any other reason that the Service Provider becomes aware of that may affect the compliance by the Service Provider with the Selection Criteria.

31B.2 Without prejudice to Clause 31B.1 the Service Provider shall at such times as the Council reasonably requires:

31B.2.1 confirm that there has been no change to the information contained in the Entry Submission of the Service Provider that may result in the Service Provider no longer complying with the Selection Criteria;



31B.2.2 provide to the Council such information as the Council reasonably requires in relation to the on-going compliance of the Service Provider with the Selection Criteria; and/or

31B.2.2 provide to the Council such information as the Council reasonably requires to enable the Council to determine whether any of the grounds for exclusion pursuant to regulation 57 of the Public Contracts Regulations apply in respect of the Service Provider.

31B.3 The Council shall be entitled to terminate this Supplier Agreement with immediate effect in the event that:

31B.3.1 the Service Provider does not comply with the Selection Criteria; and/or

31B.3.2 any of the grounds for exclusion pursuant to regulation 57 of the Public Contracts Regulations apply in respect of the Service Provider.

31B.4 In the event that the Council is entitled to terminate this Supplier Agreement pursuant to Clause 31B.3 the Council may decide (at its sole discretion) to suspend the Service Provider's participation in the DPS until such point that the Service Provider has demonstrated to the Council's satisfaction that the grounds for termination pursuant to Clause 31B.3 no longer apply, provided that the Council may at any time during the suspension decide (at its sole discretion) to exercise its right to terminate pursuant to Clause 31B.3. For the avoidance of doubt, during the period of such suspension the Service Provider shall not be entitled to participate in the award procedure for Service Agreements under Clause 4.

31B.5 Notwithstanding any other provision of this Supplier Agreement, the Council may terminate the DPS (including this Supplier Agreement) on a no fault basis at any time by giving the Service Provider 120 days' notice in writing. The Council may extend the period of notice at any time before it expires.

31B.6 Where, for whatever reason, the Supplier Agreement is terminated; and/or the Council exercises its right to suspend the Service Provider's participation in the DPS, the Service Provider shall within 21 days (or such reasonable period specified by the Council) of termination and/or the suspension provide the Council with such information regarding the Supplier Agreement and/or the Service Provider's participation in the DPS as the Council reasonably requires.

31B.6 In addition and without prejudice to this Clause 31B if the Council terminates the Supplier Agreement in accordance with 31B.3 and/or the Council exercises its right to suspend the Service Provider's participation in the DPS, the Service Provider shall fully indemnify the Council in respect of any loss or damage suffered as a consequence of termination and/or such suspension.

31B.7 The rights of the Council under this Clause 31B are in addition to, and without prejudice to, any other rights that the Council may have at law or under the Supplier Agreement and any Service Agreement.

31.8 The provisions of Clauses 19 (Confidentiality), 20 (IPR), 21 (Data Protection) and 22 (FOIA) shall survive the termination of the Supplier Agreement together with any other provision which is either expressed to or by implication is intended to survive termination of the Supplier Agreement.

## **32. DISPUTE RESOLUTION**

**32.1** In the event of a disagreement or dispute between the Parties in relation to the Services or in relation to the interpretation of the terms of and applicable under any Services Agreement and/or this Supplier Agreement, the Parties shall, in the first instance, endeavour to resolve the disagreement or dispute themselves (or through their representatives).

- 32.2** In the event of a failure to reach an agreement in accordance with Clause 32.1 above within a reasonable time then the disagreement or dispute shall be referred to any mediation or conciliation procedure either within the relevant Customer or by reference to a third independent party agreed by the Parties or failing agreement, appointed by the relevant Authorised Officer. Any such mediation or conciliation will not be binding on the Parties.
- 32.3** If such dispute or difference is not resolved within twenty-one days of the dispute being referred to mediation or conciliation under Clause 32.2 above then such dispute or difference shall if so agreed by the Parties be referred to an arbitrator agreed between the Parties or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators and such a referral to arbitration shall be deemed to be a referral in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment thereof for the time being in force.
- 32.4** The costs of mediation, conciliation and/or the appointment of the arbitrator shall be shared equally between the Parties and the arbitrator shall determine which Party shall pay any costs subsequently incurred.

### **33. NOTICES**

- 33.1** All notices served under any Service Agreement and/or this Supplier Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post or by facsimile, in the case of the Council to the Council's Authorised Officer's address stated in Schedule 1 or in the case of each Third Party Customer to the address of the Third Party Customer's as notified by that Third Party Customer or in the case of the Service Provider to its address as stated above (which addresses may themselves be amended by notice in accordance with this Clause 33). Notices sent by post shall be deemed to have been received by the addressee 2 days after the day on which they were posted (excluding weekends and public holidays). Notices sent by facsimile during normal business hours shall be deemed to have been

received on the date of despatch (or on the next working day if sent after normal business hours). All facsimile notices shall be confirmed by post.

#### **34. CONTRACTS (RIGHTS OF THIRD PARTIES)**

**34.1** Subject to Clause 34.2, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Supplier Agreement and/or to any Service Agreement and no person who is not a Party to this Supplier Agreement and/or any Service Agreement shall be entitled to enforce any of the provisions of this Supplier Agreement and/or any Service Agreement pursuant to that Act.

**34.2** Any provision of this Supplier Agreement which expressly or by implication is intended to grant a right to and/or confer a benefit on any Customer in relation to the process for awarding a Service Agreement (including without limitation Clauses 4 and 5) shall be enforceable directly by the relevant Third Party Customer pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **35. GOVERNING LAW**

**35.1** The terms applicable under this Supplier Agreement and/or any Service Agreement are governed by, and are to be construed in accordance with, the law of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

#### **36. CONTRACT EXECUTION COSTS**

**36.1** Each Party shall bear its own costs of and incidental to the preparation and execution of this Supplier Agreement and of any Service Agreement awarded under it.

### **37. SERVICE PROVIDER STAFF - RECRUITMENT, VETTING AND TRAINING**

- 37.1** The Service Provider shall select, train and engage in and about the provision of the Services only such persons as are of good character and who are appropriately skilled and experienced.
- 37.2** The Service Provider shall ensure that it complies with its statutory duties under the Asylum and Immigration Act 1996 in relation to the engagement of Staff.
- 37.3** The Service Provider must operate an equal opportunities policy with regard to all aspects of the engagement of Staff.
- 37.4** The Service Provider shall comply with any statutory requirements in relation to the recruitment of persons who have a criminal record and to disclosures under the Police Act 1997. The Service Provider shall ensure that all Staff who may be required to come into contact with children or vulnerable adults have, before they are so engaged, appropriate levels of Disclosure and Barring Service checks done having regard to the nature of the work they are required to do.
- 37.5** The Service Provider shall upon reasonable request produce evidence to the any Customer that the checks done in accordance with Clause 37.4 are satisfactory.
- 37.6** The Service Provider shall ensure that all Staff who may be required to come into contact with children or vulnerable adults in the provision of the Services are appropriately trained and up to date with current practice and perform their duties in accordance with the requirements of any child and vulnerable adult protection procedures laid down by the Haringey Local Safeguarding Children or Adults Boards (or in the case of any Third Party Customer the Local Safeguarding Children or Adult Boards (or similar) of that Third Party Customer) and any other relevant statutory requirements and government guidance relating to safeguarding children and vulnerable adults and have an understanding of their roles and responsibilities with regards to safeguarding their welfare as appropriate.

- 37.7** The Service Provider shall ensure that managers in charge of recruitment, vetting and monitoring of Staff are adequately trained.
- 37.8** The Service Provider shall provide training on a continuing basis for all Staff.
- 37.9** Each Customer reserves the right to visit the Service Provider's organisation to audit, inspect and monitor the Service Provider's compliance with this Clause 37.

### **37A. PREVENT DUTY**

37A.1 The Service Provider shall comply with the reasonable instructions of each Customer to enable that Customer to comply with its obligations under sections 26 and 29(2) of the Counter-Terrorism and Security Act 2015.

## **38. TUPE COMPLIANCE ON TERMINATION**

### **38.1 Handover on termination**

38.1.1 During the 12 months preceding the expiry of this Supplier Agreement or of a Service Agreement awarded under it or after the relevant Customer has given notice to terminate this Supplier Agreement or such Service Agreement or at any other time as directed by the Customer, and within 15 working days of being so requested by the Customer, the Service Provider shall fully and accurately disclose to the Customer any and all information in relation to all Staff who are Relevant Employees as the Customer may request, in particular but not necessarily restricted to any of the following:

- (a) a list of employees employed by the Service Provider;
- (b) a list of agency workers, agents and independent contractors engaged by the Service Provider;

- (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those Staff;
- (d) the terms and conditions of employment of the Relevant Employees, their age, salary, date continuous employment commenced and (if different) the commencement date, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.

38.1.2 The Service Provider shall warrant the accuracy of all the information provided to each Customer pursuant to Clause 38.1.1 and authorises the Customer to use any and all the information as it may consider necessary for the purposes of its business or for informing any tenderer for any services which are substantially the same as the Services (or any part thereof).

38.1.3 During the 12 months preceding the expiry of this Supplier Agreement or of any Service Agreement awarded under it where notice to terminate this Supplier Agreement or such Service Agreement for whatever reason has been given, the Service Provider shall allow the relevant Customer or such other persons as may be authorised by the Customer to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Customer may reasonably request.

38.1.4 During the 12 months preceding the expiry of this Supplier Agreement or of a Service Agreement awarded under it or where notice to terminate this Supplier Agreement or such Service Agreement for whatever reason has been given, the Service Provider shall not without the prior written consent of the relevant Customer unless bona fide in the ordinary course of business:

- (a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;

- (b) materially increase or decrease the number of employees employed in connection with the Services; or
- (c) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Services.

### **38.2 Indemnities**

The Service Provider shall indemnify each Customer and any Replacement Service Provider and keep each Customer and any Replacement Service Provider indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses), which that Customer and any Replacement Service Provider shall take all reasonable steps to mitigate, awarded against or incurred or paid by that Customer or any Replacement Service Provider as a result of or in connection with the employment or termination of employment of any employee of the Service Provider during any period prior to the date of expiry or termination of this Supplier Agreement or of a Service Agreement awarded under it.

### **38.3 Sub-contractors**

In the event that the Service Provider enters into any sub-contract in connection with this Supplier Agreement or a Service Agreement awarded under it, it shall impose obligations on its Sub-contractor in the same terms as those imposed on it pursuant to this Clause 38 and shall procure that the Sub-contractor complies with such terms. The Service Provider shall indemnify each Customer and keep each Customer indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by that Customer as a result of or in connection with any failure on the part of the Sub- contractor to comply with such terms.



## **SCHEDULES**

- 1. THE COUNCIL'S AUTHORISED OFFICER'S DETAILS**
  - 2. SELF-BILLING PROCEDURE**
  - 3. SAMPLE SERVICE AGREEMENT**
  - 4. SPECIFICATION**
-

## SCHEDULE 1

### THE COUNCIL'S AUTHORISED OFFICER'S DETAILS

**NAME:** Charlotte Pomery

**POSITION:** Assistant Director for Commissioning

**ADDRESS:** Children & Adult Services  
Haringey Council  
River Park House Level 4  
225 High Road, Wood Green  
London N22 8HQ

**TELEPHONE:** 020 8489 3751

**EMAIL:** Charlotte.Pomery@haringey.gov.uk

## SCHEDULE 2

### SELF-BILLING PROCEDURE

1. The Service Provider agrees:
  - i. subject to paragraph 9, to complete and submit on the Application, at weekly intervals or such other regular intervals as shall be determined by the relevant Customer, a Service Receipt relating to the period preceding its submission;
  - ii. to accept the electronic delivery of Self-Billing Invoices raised on its behalf by the relevant Customer in respect of Services provided to the Customer based on the Service Receipts submitted under paragraph (i);
  - iii. not to issue VAT invoices in respect of the Services;
  - iv. where for internal compliance reasons the Service Provider raises dummy invoices, that it will reconcile such dummy invoices against the Self-Billing Invoices;
  - v. to reconcile its accounts with any factoring company as may be applicable from time to time;
  - vi. to only submit a paper-copy Service Receipt where pre-agreed in writing with the relevant Customer;
  - vii. subject to (vi) above, to ensure the Application's Service Receipt submission system is used to capture all hours worked in the provision of the Services;
  - viii. to ensure that hours, hour types, rates and expenses are verified prior to submission of Service Receipts;
  - ix. to raise any discrepancies between a Self-Billing Invoice raised by the relevant Customer and invoicing data in its internal records within seven (7) days of its receipt of such Self-Billing Invoice;
  - x. to notify the relevant Customer immediately if it changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
  - xi. to respond to any request for confirmation of its VAT registration details within seven (7) days of receipt of the request.
2. The Service Provider agrees and acknowledges that:
  - i. any Customer's obligations under this Self-Billing Procedure may be carried out on its behalf via the Customer's third-party payment agent, *adam*;

- ii. where there is a material breach of paragraph 1 above, the relevant Customer may in its sole discretion delay processing payment of the Charges due to the Service Provider under the Self-Billing Invoice that the breach pertains to until or unless the breach is remedied.
- 3. The Service Provider warrants the accuracy of the information it completes and uploads within the Application including but not limited to the bank details it submits and undertakes to inform each Customer immediately of any changes to this information.
- 4. Each Customer agrees:
  - i. to only raise a Self-Billing Invoice on behalf of the Service Provider once an appropriate Service Receipt has been created and agreed between the parties within the Application;
  - ii. wherever reasonably possible, to deliver a valid Self-Billing Invoice electronically to the Service Provider at weekly intervals or such other regular intervals as may be determined by the relevant Customer;
  - iii. to include on each such invoice the Service Provider's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
  - iv. to inform the Service Provider of any relevant changes to the Customer's VAT registration status and to agree a new Self-Billing Procedure with the Service Provider should this be necessary as a result.

5. Each Customer will not accept any liability for payment of any of the Service Provider's services where the Service Provider does not hold a valid signed/approved Service Receipt, as applicable, or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.Net, or such other application as directed by the relevant Customer from time to time.
6. For the avoidance of doubt, any payment properly due to the Service Provider will be made in accordance with the terms and conditions of any Service Agreement and/or this Supplier Agreement (as appropriate).
7. The Parties shall, without limitation to the foregoing, comply at all times with all conditions imposed by HM Revenue and Customs in respect of self-billing invoicing procedures.
8. For the avoidance of doubt, this Self-Billing Procedure shall be conterminous with the duration of any Service Agreement this Supplier Agreement (as appropriate) but shall be subject to annual review by the Parties.
9. In the event that the Service Provider is unable (having made reasonable endeavours to do so) to complete and submit on the Application a Service Receipt at such interval as is required in accordance with paragraph 1(i) then the Service Provider may retrospectively complete and submit on the Application a Service Receipt in respect of the relevant Services provided that it does so as soon as reasonably practicable.

# SCHEDULE 3

## SAMPLE SERVICE AGREEMENT

**Service Agreement - #SA65238 (Status: Pending Acceptance)**



Service Agreement #: SA65238  
 Service Template: Lot 2 accomodation with low support 16-18 1-4 hrs/wk  
 Supplier:  
 Client: London Borough of Haringey  
 Client Location: Alexandra House  
 Status: Pending Acceptance  
 Requirement #: RQ76173  
 Offer #: OF163220

Supplier Contact: Haringey ECM Test  
 Client Owner: Andy Briggs  
 Client Manager: Andy Briggs

Start Date: 30/06/2016  
 End Date:

This Service Agreement shall incorporate and be subject to: (i) all terms and conditions set out in Haringey Council's Supplier Agreement accepted by the Supplier on [insert date] to the extent that such terms and conditions are relevant to a Service Agreement and/or the Services; and (ii) such further service details and Pricing Details as set out respectively in the Requirement and the Offer referred to below.

**Other Items**

- ▶ Activity
- ▶ Documents **0**
- ▶ Notifiers **0**
- ▶ Preferences
- ▶ Receipt Approvers **0**
- ▶ Receipt Item Categories **1**
- ▶ Report Map
- ▶ Subjective Codes **0**
- ▶ Cost Codes **0**
- ▶ Notes **0**
- ▶ Permissions **0**
- ▶ Rate Ranges **0**
- ▶ Adjustment Receipt Approvers **0**
- ▶ Receipt Questions **0**
- ▶ Requirement Questions **0**
- ▶ All Intermissions **0**

**Links**

- ▶ Printable Detail
- ▶ Full Transaction

SCHEDULE 4



SPECIFICATION

**DYNAMIC PURCHASING  
SYSTEM OF**

**SEMI INDEPENDENT  
ACCOMODATION**

**SERVICE SPECIFICATION**

## **SPECIFICATION**

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**PART A – MAIN SERVICE SPECIFICATION  
DEFINITIONS**

Unless the context otherwise requires, the following words and expressions used within this Specification shall have the following meanings:

<b>TERM</b>	<b>MEANING</b>
<b>Allocated Worker</b>	The Council's support worker, such as a social worker or personal advisor, responsible for managing a Young Person's case.
<b>Individual Placement Agreement</b>	Agreement between the Council and a Service Provider as to the terms of the placement of a Young Person. For the avoidance of doubt an Individual Placement Agreement is another name for a Services Agreement (as referred to in the Supplier Agreement).
<b>Individual Young Person's Placement Agreement</b>	Agreement between the Service Provider and Young Person outlining the placement rules and expectations of acceptable behavior.
<b>Local Authority Designated Officer</b>	The Council's lead officer for dealing with child protection and allegations against professionals.
<b>Keyworker</b>	The Service Provider's allocated support worker responsible for a Young Person's case.
<b>Named Senior Officer</b>	The Service Provider's lead officer for child protection.
<b>Nominated Officer</b>	The Council's staff member who has the responsibility either of commissioning services (ie. making placements) or of monitoring/managing Individual Placement Agreements with Service Providers or both.
<b>Planned Placement</b>	A placement where the Council has advance notice that the Young Person is required to move and has reasonable time to search for a placement.
<b>Unplanned Placement</b>	A placement where the Council does not have advance notice that the Young Person is required to move and is required to locate a placement immediately.

## **1. INTRODUCTION**

### **1.1 Overall Aim**

The overall aim of this service is to engage suppliers who will assist the Council in acting in its role as a Corporate Parent to seek a diverse range of Semi Independent Accommodation services to help and assist vulnerable young people most of whom are Care Leavers to make a successful transition to a healthy and productive adult life.

In order to achieve this aim the Council will work with a number of highly experienced Service Providers within the private and voluntary sector to secure appropriate and high quality accommodation and support in order to promote the best possible outcomes for young people.

The Council requires successful Service Providers throughout the term of the engagement to demonstrate a flexible Young Person's approach to service provision and be capable of providing the Service to the Council as and when needs are identified.

### **1.2 The Principles underlying this Service are:**

- Every Young Person has a right to be safeguarded, and feel safe and not be put at risk or put themselves at risk. However, like their peers who live with families they also have the right to learn from mistakes they may make.
- Every Young Person has a right to high quality and suitable accommodation that meets all the requirements and standards under the Supplier Agreement.
- Every Young Person is entitled to good healthcare and to receive information and support to maintain a healthy lifestyle, which respects their right to confidentiality and choice.
- Every Young Person is encouraged and supported to achieve their potential in education and to enjoy leisure and recreational activities.
- Every Young Person is encouraged and supported to make a positive contribution to the development and delivery of services, to the planning and decision making that affects their lives and to their local communities.
- Every Young Person is encouraged and supported to achieve economic wellbeing through work and receives appropriate financial support throughout their transition to adult life.

- Every Young Person receives a service that values diversity, promotes fairness and challenges discrimination.
- Every Young Person has a plan that identifies how their short, medium and long-term needs will be met so that they are sufficiently prepared for adult life in a way that reflects their individual needs.
- The Service Provider shall promote, and demonstrate a commitment to basic principles of individuality, dignity, human worth, choice, privacy and self determination, and to maintaining young people's rights.
- The Service Provider and the Council will ensure they work in partnership and that good communication systems are in place in order to meet the overall aim of the Service.
- There are structures and processes in place to ensure that the Council acts in the manner of good Corporate Parents.
- Staff will engage with young people in a manner that is professional caring and respectful.
- Placements will support young people to build their confidence and self-esteem.
- In instances where it is deemed necessary to challenge young people this will be carried out courteously and appropriately.
- Every Young Person who is a parent or parent to be will be encouraged and supported to gain the skills to be a good parent who is able to respond to the needs of their child/children.
- Young People also have responsibilities to work with their carers according to their care or pathway plan.
- To ensure that all Service Providers work in line with current legislation

### **1.3 Objectives**

The service objectives are as follows:

- To support young people to move towards independent living through a clear moving-on pathway plan with clear measureable outcomes.
- To ensure that young people in supported housing reach their full potential and make a positive transition to adulthood.
- To work in partnership with the necessary services in order to meet the needs of young people in supported housing.

- To enable them to have access to the relevant services they require meeting their needs.
- To ensure that young people are able to maintain their supported housing placements and intervene early to prevent any possible homelessness.
- To offer robust and flexible support packages to meet each individual Young Person's needs such as housing, health, welfare, education and social support.
- To offer flexible package of support to meet the needs of young people.
- To provide each Young Person with a support plan.
- To engage fully the Young Person to develop their support plan.
- To support the young people, where appropriate, to maintain and/or develop family relationship and when necessary to engage with appropriate advocacy.

It is also necessary for the successful Service Providers to consider the following:

- Ensure best value for money.
- Work closely with the Council to achieve high level of productivity, efficiency and effectiveness in the light of the current budgetary pressure.
- Meet the needs of the borough's changing population / demographics.

#### **1.4 Levels of Need & Individualised Support**

Within the service it is expected that the young people, at the point of moving into the accommodation, will have a range of support needs. Whilst living in the accommodation it is expected that young people's individual support needs will fluctuate over time and support will need to be flexible in response to these needs. It is expected that the Service Provider will work with each Young Person, and engage the support of external agencies as appropriate; to reduce support needs over a period of time.

The levels and hours of support required will depend on the needs and vulnerabilities of the Young Person and what support interventions they require and as such need to be flexible enough to meet the needs of the Young Person. The level of support hours will be flexible and will be increased or reduced as needed in response to the assessments of the Young Person's needs and the presenting circumstances as identified in the Young Person's pathway plan. Any changes will be agreed by the Council.

It is expected that Service Providers shall have a robust assessment framework in place that will identify the type of support interventions required to meet the Young Person's needs and those requiring high support interventions may require more hours of support and intervention. Support workers will be expected to work with other agencies and professionals to ensure that assessments and support plans are coordinated, working toward

clear goals and outcomes. This may include working with social workers, youth teams, drug and alcohol services and other professionals.

### **1.5 Overarching Outcome**

To support young people leaving care, and or with housing related support needs, to transition successfully into adulthood and to move towards independent living through integrated support plans and clear moving-on pathways.

Robust joint partnership working is required in order to achieve the positive outcomes required of these contracts.

### **1.6 Service Outcomes**

The Service Provider will work with the Council to achieve positive and targeted outcomes for the Young Person and to meet the objectives of the placement.

In addition to any specific needs identified in the Young Person's individual care plan, the expected outcomes for a Young Person living in supported housing in the Borough are:

- To be able to maintain their tenancy at supported housing and avoid homelessness through a planned move on to independent living.
- To reduce their level of support needs enabling them to move on from supported accommodation.
- To be able to care for themselves and live independently.
- To be engaged in education, training, volunteering or employment and have career aspirations which they are working towards.
- To achieve educational or training qualifications/accreditations.
- To have an income and be able to manage their finances accordingly.
- To be equipped with the skills, knowledge and resilience to maintain good physical and emotional health, and make appropriate use of health services (including mental health) where needed.
- To have interests, hobbies and personal aspirations they are working towards.
- To have a network of family and/or friends to support them.
- To be able to live safely within their community, without risk to themselves and others.
- To reduce offending and risk taking behaviour.

### **1.7 Outcomes Framework**

Service Providers will adopt the “outcomes star – the star for people with housing and other needs” as an outcomes framework to measure and monitor young people’s outcomes whilst in supported housing.

The outcomes star will cover the following outcome areas:

1. Motivation and taking responsibility.
2. Self-care and independent living skills.
3. Managing money and personal administration.
4. Social networks and relationships.
5. Drug and alcohol misuse.
6. Physical health.
7. Emotional and mental health.
8. Meaningful use of time.
9. Managing tenancy and accommodation.
10. Offending.
11. Preparation towards Adulthood.

Evidence for all above outcomes will be capitalized in weekly key work support reports.

Outcome star	Success factors	Methods of Measurement
1. Motivation and taking responsibility.	Service Providers are actively motivating change and moving young people successfully along the journey of change to ultimately becoming self-reliant, motivated to change and independent.	<ul style="list-style-type: none"> <li>• Young Person is moving successfully through the journey of change.</li> <li>• Evidence from performance meetings, case file audits &amp; annual reviews, service user feedback.</li> <li>• Progress to also be assessed via the regular use of the ‘Outcome Star’ tool (scoring 1 to 10).</li> </ul>
2. Self-care and independent living skills.	The Young Person is able to do their own shopping, cooking and are able to keep themselves and their accommodation clean and safe.	<ul style="list-style-type: none"> <li>• Young Person has reasonable cooking skills to be able to cook healthy meals. Able to keep accommodation clean. Have the skills to move to independent living.</li> <li>• Evidence from</li> </ul>



Outcome star	Success factors	Methods of Measurement
		<p>support plan reviews, case file audits and service user feedback.</p> <ul style="list-style-type: none"> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> <li>• Checklist of independent living skills is expected to be demonstrated in key working sessions prior to Young Person's 18<sup>th</sup> birthday.</li> </ul>
<p>3. Managing money and personal administration.</p>	<p>The Young Person is in receipt of the correct benefits, debts are eliminated/ addressed.</p> <p>The Young Person is enabled to start managing effectively a budget and finances.</p>	<ul style="list-style-type: none"> <li>• Welfare benefits have been accessed as appropriate. Young Person is not getting into further debt and he/she is able to start saving money. Able to pay bills and not in rent arrears.</li> <li>• Evidence from performance meetings, support plan reviews, case file audits and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> <li>• Claim any entitlements to benefits by age 18.</li> <li>• All necessary forms to be completed correctly.</li> </ul>

Outcome star	Success factors	Methods of Measurement
		<ul style="list-style-type: none"> <li>• Have a bank and savings account, passport and NI.</li> <li>• Evidence of support with immigration processes.</li> </ul>
4. Social networks and relationships.	<p>Young Person has family, friends and peers to support them and is able to develop positive relationships and social networks.</p> <p>Young Person is not feeling lonely and isolated.</p>	<ul style="list-style-type: none"> <li>• Young Person has moved away from any negative peer groups. Young Person has established relationships with family/friends that support positive life choices.</li> <li>• Feedback from Service Provider at contract monitoring meetings, case file audits of support plans and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> </ul>
5. Drug and alcohol misuse	<p>The Young Person has either reduced or stopped their drug/alcohol use.</p> <p>The Young Person is aware of drug/drink alcohol problems and knows how to stay safe.</p>	<ul style="list-style-type: none"> <li>• Evidence that Young Person has been referred to drug/alcohol service as required.</li> <li>• Evidence of improved treatment/interventions outcomes.</li> <li>• Evidence from audits of support plans, risk assessments that indicate that drug/alcohol use is being reduced, including not causing problems for Young Person</li> </ul>

Outcome star	Success factors	Methods of Measurement
		<p>and others.</p> <ul style="list-style-type: none"> <li>• Feedback from Service Provider at contract monitoring meetings, case file audits of support plans and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> </ul>
6. Physical health	<p>The Young Person is register with a GP and dentist and knows how to access treatment and live a healthy lifestyle.</p> <p>The Young Person is able to prevent and manage any health conditions they may have, including sexual health.</p> <p>The Young Person engages with regular exercise.</p>	<ul style="list-style-type: none"> <li>• Written evidence from Service Provider that they are signposting and referring to health services as required.</li> <li>• Evidence of improved treatment/interventions outcomes.</li> <li>• Feedback from Service Provider at contract monitoring meetings, case file, audits of support plans and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> <li>• Evidence of in Borough under 18 – Access to free Gym membership.</li> </ul>
7. Emotional and mental health.	The Young Person is able to manage stress, anxiety, depression and is engaged with specialist services if	<ul style="list-style-type: none"> <li>• Evidence from Service Provider that the Young Person is working</li> </ul>

Outcome star	Success factors	Methods of Measurement
	<p>required.</p> <p>Reduction in emotional/mental health problems.</p> <p>The Young Person is able to manage every day life without the help of specialist services.</p>	<p>with specialist services to address any emotional/mental health needs.</p> <ul style="list-style-type: none"> <li>• Evidence of improved treatment/interventions outcomes.</li> <li>• Feedback from Service Provider at contract monitoring meetings, case file, audits of support plans and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> <li>• Evidence that the Young Person has been supported to ensure Annual Emotional wellbeing check has been completed and followed up / progressed.</li> </ul>
8. Meaningful use of time.	<p>The Young Person utilizes time meaningfully.</p> <p>The Young Person has interests and hobbies that are age appropriate and takes part in positive activities.</p> <p>Employment engagement and job preparation.</p>	<ul style="list-style-type: none"> <li>• Young Person is in education, employment and training or volunteering.</li> <li>• Young Person has interests and hobbies.</li> <li>• Feedback from Service Provider at contract monitoring meetings, case file, audits of support plans and service user feedback.</li> <li>• Progress to also be</li> </ul>

Outcome star	Success factors	Methods of Measurement
		<p>assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</p>
<p>9. Managing tenancy and accommodation.</p>	<p>The Young Person is able to adhere to terms and conditions of tenancy agreements by paying rent, bills and by not exhibiting any anti-social behaviour.</p> <p>The Young Person is supported to move towards independent living.</p> <p>The Young Person is expected to make a contribution to rent if working and earning an income.</p>	<ul style="list-style-type: none"> <li>• The Young Person is not in rent arrears and/or at risk of being evicted.</li> <li>• There are no reported anti-social behaviour problems both at supported accommodation premises and when out in the community.</li> <li>• Feedback from Service Provider at contract monitoring meetings, case file, audits of support plans and service user feedback.</li> <li>• Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> <li>• Evidence that any Housing Related Applications have been completed, including: <ul style="list-style-type: none"> <li>a. Signed Housing Element form and understand responsibilities for rent.</li> <li>b. Completed housing application.</li> </ul> </li> <li>• Claim any entitlement to benefits by the age</li> </ul>

Outcome star	Success factors	Methods of Measurement
		<p>of 18.</p> <ul style="list-style-type: none"> <li>The Young Person has accumulated the right ID Documents to progress on to Permanent Housing.</li> </ul>
10. Offending.	<p>Reduction in offending behaviour.</p> <p>The Young Person has stopped offending and has addressed and dealt with previous offending convictions (e.g. attending all required court sanctions such as probation and paid all required fines).</p>	<ul style="list-style-type: none"> <li>Feedback from Service Provider at contract monitoring meetings, case file, audits of support plans and service user feedback.</li> <li>Progress to also be assessed via the regular use of the 'Outcome Star' tool (scoring 1 to 10).</li> </ul>
11. Opportunities for young people to develop confidence and independence in preparation for adulthood.	<p>Young Person is encouraged to make decisions (at an appropriate level and in an appropriate way) which will enable him/her to make constructive choices in preparation for adulthood.</p> <p>Grow in self confidence.</p>	<ul style="list-style-type: none"> <li>Questionnaires and satisfaction feedback, plus demonstrating through monitoring reports recognition of the transition age and the preparation for life and work.</li> <li>Appropriate sign-posting to Adults Services/universal services, involve the transition team as appropriate.</li> </ul>

### 1.8 Output Targets

Output targets will be expected to include the following, and will be developed with the successful Service Provider/s.

Descriptor	Target	Evidence	Monitoring
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Descriptor		Target	Evidence	Monitoring
<p><b>New users service</b></p>	<ul style="list-style-type: none"> <li>• % of new service users with support plans, risk assessments and needs assessment in place within 10 working days</li> </ul>	100%	Case files	Quarterly monitoring returns and case file audits
	<ul style="list-style-type: none"> <li>• % of new service users with a Key Worker allocated on the day before moving in</li> <li>• 1 week key working intensive support, including introduction to new area/orientation</li> <li>• Provision of floating internal support as and when required</li> </ul>	100%	Case files	Quarterly monitoring returns and case file audits
<p><b>Tenancy &amp; Accommodation</b></p>	<ul style="list-style-type: none"> <li>• Percentage of service users 18 plus in receipt of housing benefit</li> </ul>	100%	Case files	Monitoring returns
<p><b>Group activities and participation</b></p>	<p>Number of service user meetings, review of placements and key work support</p>	Every 8 weeks for those below	Management information	Monitoring returns

Descriptor		Target	Evidence	Monitoring
	held	18- 18 plus 4 times per year		
	Consult on placements and service delivery at least every six months	100%	Management information	Monitoring returns
	Percentage of service users attending meetings e.g. house meetings, resident meetings on quarterly basis	80%	Management information	Monitoring returns
	Number of social / life skills development group sessions held	1 per month-minimum	Management information	Quarterly monitoring returns

## 1.9 Outcome Targets

Outcome targets will be expected to include the following, and will be developed with the successful Service Provider/s.

Descriptor		Target	Evidence	Monitoring
<b>Education, employment, training and volunteering</b>	Percentage of young people in employment, education, training and for 16+ hours per week	90%	Case files	Monitoring returns
<b>Participation &amp; Leisure</b>	Percentage of young people participating in constructive activities	100%	Case files	Monitoring returns
<b>Outcomes star</b>	Percentage of young people that have had an increase in their overall outcomes star score each quarter	80%	Case files	Monitoring returns
	Percentage of young people using the	100%	Case files	Monitoring returns



Descriptor	Target	Evidence	Monitoring
	outcome star tool		
<b>Move on</b>	% of service users moving on in a positive and planned way	100%	Case files Monitoring returns

### 1.10 Additional Monitoring Information

The following monitoring information will also be expected to be provided to the Council at the end of each quarter.

Descriptor	Evidence	
<b>Number of service users</b>	Total number of service users	Case files
	Number of service users moving in during the quarter	Case files
	Number of service users moving out during the quarter	Case files
<b>Complaints, compliments and feedback</b>	Details about any complaints, compliments and comments received, including how these have been dealt and any learning points.	Management information
	Details of service user feedback, including the method used to collect the feedback and how it will be used to improve future service delivery.	Feedback surveys
<b>Length of stay</b>	Number of service users who have been in accommodation for 0-6 months	Case files
	Number of service users who have been in accommodation for 7-12 months	Case files
	Number of service users who have been in accommodation for 13-18 months	Case files
	Number of service users who have been in accommodation for 19-24 months	Case files
	Number of service users who have been in accommodation for 24+ months	Case files
<b>Delivery of support</b>	Number of service users in receipt of advocacy services	Case files
	Number of service users in receipt of mediation support with their family	Case files
<b>Support needs, rent arrears</b>	Number of service users ready to move on	Case files
	Number of service users with applications made for social housing	Case files

Descriptor		Evidence
	Number of legal proceedings undertaken due to rent arrears	Case files
<b>Move on</b>	Number of service users moving on in an unplanned way and/or through eviction, including reasons why.	Case files
	Number of service users moving on to private rented accommodation	Case files
	Number of service users moving on to temporary accommodation	Case files
	Number of service users moving on to family / friends	Case files
	Number of service users moving on to permanent accommodation via the leaving care quota	Case files

Service Providers will be expected to deliver both the accommodation provision and Flexible support and interventions required to meet the needs of young people who have a range of vulnerabilities.

The Service Providers and services will be required to be flexible enough not only to deliver services which will meet targets, but also be able to respond to changing demands in scope and delivery whilst adhering to policy documents and good practice guides as they are produced. Contracts will be awarded to organisations that are innovative and continuously strive to improve services and outcomes for young people.

This Specification will be reviewed regularly and may need to be amended dependent on changes in national policy, identification of changing local need, changes in best practice and changes to financial allocations. The Service Provider must be prepared to enter into negotiations with commissioners if such changes are required and allow for variation of this Specification as a result.

Unforeseen situations may emerge which have not been planned for or included within the service Specification and the Service Provider may need to work beyond the remit of this Specification to ensure that service users' needs are fully met. These incidences should be reported to commissioners to inform future service Specification development.

This Specification sets out the Council's requirements for the provision of supported housing services for single young people 16 – 25 years, including young parents/ carers. The provisions of this Specification are without prejudice to the Service Provider's obligations under the conditions of any Services Agreement or a Supplier Agreement, and in the event of any

inconsistency between documents the order of priority set out in clause 1.7 of the Supplier Agreement shall apply. The Service Provider shall ensure that all relevant members of staff are fully familiar with the Service Provider's obligations.

## **2. REFERRALS**

Referrals will be made by the Council Brokerage Team using the SProc system, directly to all Service Providers in accordance with the process fully detailed in the terms of the Supplier Agreement (in particular clause 4) and also described below.

Placements will be identified for both Planned Placements (Regular Referral Process) and Unplanned Placements (Expedited Referral Process) as described below. .

### **2.1 Regular Referral Process**

The Regular Referral Process shall be used for Planned Placements. The Regular Referral Process shall be conducted in accordance with clause 4.1 of the Supplier Agreement. The provisions in the remainder of this paragraph 2.1 set out wording that supplements clause 4.1 of the Supplier Agreement. Therefore this paragraph 2.1 should be read in conjunction with clause 4.1 of the Supplier Agreement.

The Requirement referred to in clause 4.1 of the Supplier Agreement, and which is issued by the Council to all Service Providers who have been admitted to the DPS in relation to the relevant Category, shall set out, amongst other things, the Council's detailed assessment for meeting the specific needs of the Young Person to be placed. This will include a risk assessment of the Young Person and a pathway plan of the Young Person's needs and the support package with clear outcomes required.

The Offer submitted by a Service Provider under clause 4.1 of the Supplier Agreement shall detail how the quality of the expected outcome will be met along with the cost of delivering the Requirement. The Offer must also set out how the Service Provider proposes to meet the requirements of the placement. The Offer will also set out the rates applicable to the proposed placement based on the competitive market price. The Offer should simply identify the applicable pricing information as appropriate to the needs outlined the assessment report of the Requirement.

The assessment of the Proposals will be against criteria and in accordance with the process as described in the DPS Entry and Operation Guide Part 2.

A record will be kept of the outcome of the evaluation with comments by the Nominated Officers, however recorded in the system.

## **2.2 Expedited Referral Process**

Without prejudice to the Council's right under clause 4.3 of the Supplier Agreement, the Council reserves the right to follow the Expedited Referral Process described below for Unplanned Placements.

The Council's Nominated Officer will select, from the Service Providers within the relevant Service Category who provide the relevant specialist services, Service Providers who provide accommodation with the best geographical location for the specific placement.

Service Providers will be contacted through the SProc system or by telephone and informed of the requirements for meeting the specific needs of the Young Person to be placed. This will include a risk assessment of the Young Person and an initial assessment of the Young Person's needs and the support package required.

Service Provider/s will respond to the Council with their Offer which supplements the information in their Enrolment response to quality submission and details how they can meet the requirements of the specific placement.

The Offer will set out the rates applicable to the proposed placement, Nominated Officers will assess the Offers made by the Service Providers contacted and will select the one that best meets the requirements of the specific placement.

The Brokerage team will make the assessment against the same evaluation criteria detailed in DPS Entry Guide Part 2 however update will be made to the SProc system retrospectively.

For both the Regular Referral Process and the Expedited Referral Process, once a preferred Service Provider has been selected for the placement, the following will be discussed with the Service Provider in a pre-placement meeting;

- A pre-placement visit to the accommodation by the Young Person;
- A placement planning meeting date agreed on or before the date of admission; and
- A date for the placement to start.

Once satisfactory arrangements have been fully agreed, an Individual Placement Agreement will be completed with the Service Provider for that placement.

The Service Provider shall ensure that the welfare and safeguarding of the Young Person to be placed is paramount at all times.

### **3. KEYWORKER SUPPORT**

#### **3.1 Principles**

The Service Provider shall ensure;

- The Key worker shall create a working relationship with the Young Person based on trust, integrity, honesty and maintaining professional boundaries at all times.
- The Key worker support to the Young Person shall be carried out by one named nominated Key worker – unless agreed otherwise in the Individual Young Person Placement Agreement.
- The Key worker shall work in partnership at all times with the appropriate professionals and significant people in the young people's lives
- That immediately notifies the Nominated Officer in the Council of any changes to Key worker personnel. That their Key Workers undertake work towards:
  - improving the numbers of young people Leaving Care into Education, Employment or Training in line with the Council's priorities;
  - supporting young people to develop appropriate life skills; and
  - supporting Young People with the identified outcomes in the care plan.

#### **3.2 Induction**

The Key worker shall provide each Young Person with an immediate induction to the property on their arrival, which shall include:

- Introduction to other residents;
- Fire/Emergency evacuation procedure;
- Door and window locks;
- Use of household appliances;
- Ensure that the Young Person has adequate funds for purchasing food etc;
- A Welcome Pack; and
- Safety advice.

Within the first 24 hours the Key worker shall ensure that the Young Person signs an Individual Young Person's Placement Agreement and the Housing Element Form, where applicable setting out the basis of their occupation of the property. This shall be agreed to and signed and shall include, but not be limited to:

- Agreements and conditions for absences of more than 24 hours;
- Conduct / House rules;
- Attendance times of visitors;
- Security;
- Cleanliness;
- Damages;
- Updated risk assessment and support plan in conjunction with the Young Person and the Local Authority; and
- Safeguarding and staying safe.

Within 72 hours of the placement commencing the Young Person shall have an initial Key worker contact meeting that includes, but is not limited to:

- Information on the local community;
- Local travel and transport links;
- Cultural links;
- How to access local computer / internet facilities;
- Language courses/Local education provisions;
- Subsistence personal allowances payments – if required by the Council;
- Discussion of the Young Person's personal needs;
- Arrangements for registration with the local GP, dentist & optician within a week of the placement commencement date; and
- Arrangements to engage with education, training or employment as per the pathway plan – if not already engaged, within 4 weeks.

### **3.3 Meetings**

The nominated and named Key worker shall be required to attend meetings; these shall include, for example, the following meetings: (This list is not exhaustive)

- Placement Planning Meetings and reviews;
- Stability & Disruption Meetings;
- Legal/Immigration meetings;
- Looked after Children Reviews;
- Strategy meetings;
- Multi Agency Public Protection Arrangements (MAPPA);
- Allocated worker visits;
- Youth Offending Service Meetings (YOS);
- Professional Meetings; and
- MACE (Multi- agency Child Exploitation Meeting).

### **3.4 Placement Planning Meetings**

The Service Provider shall be responsible for requesting a Placement Planning Meeting within 72 hours for all new placements involving the social worker, Personal Advisor, Key worker, the Young Person and any other relevant person.

The Key worker shall take notes and action points from the meeting and a copy of the Placement Planning Meeting form shall be held on the Young Person's file

If there are difficulties convening the Placement Planning Meeting, the Service Provider shall evidence their requests for a meeting, and an interim meeting should be held with the Young Person to outline the support package available to them.

The Key worker shall be responsible for facilitating all further Placement Planning Meetings and shall record minutes of these meetings and distribute minutes to all attendees.

### **3.5 Stability Meetings**

Where the Young Person's placement may be in jeopardy the Service Provider shall arrange a Stability Meeting between the Young Person, the Service Provider and the Key worker and Allocated Worker to discuss and agree an action plan for improvement or the planning of a move to an alternative placement.

## **4. Support for Young People to Claim Benefits**

### **4.1 Access to Benefits**

It is the responsibility of the Service Provider to support all Young People to make a benefit claim 7 weeks prior to their 18<sup>th</sup> birthday or at the earliest opportunity the local Jobcentre Plus will allow, working with the LA Allocated Worker to make sure that this takes place. Where a Young Person is placed with a Service Provider with less than 7 weeks till their 18<sup>th</sup> birthday or if they are already 18 or over the Service Provider will ensure that the Young Person is supported to lodge a claim within 7 days.

The Service Provider is required to ensure young people claim Housing Benefit, Council Tax Support (where applicable) and any and all other benefits relevant for the Young Person.

### **4.2 Payment of Housing Benefit**

Where a Young Person is eligible for and in receipt of Housing Element the arrangements for the payment of this will be as follows:

- The Service Provider will notify the Council's Access to Resources/Placement Team and Leaving Care Service within 2 working days following a Young Person registering a claim for Housing Benefit.
  - The Service Provider will notify the Council's Access to Resources/Placement Team and Leaving Care Service within 2 working days following a Young Person's claim for Housing

Benefit being agreed and the date which it became effective including any period of backdating.

- Where a Young Person receives their Housing Element directly the Service Provider will ensure arrangements are in place for the amount of any Housing Element to be paid to them. This amount will be deducted from the Council's invoice for that placement from the date the claim was agreed including any period to which it was backdated.
- Where Housing Element has been paid directly to the Service Provider the amount of any Housing Element will be deducted from the Council's invoice for that placement from the date the claim was agreed including any period to which it was backdated.
- Where the Housing Element has been paid directly to the Council the Service Provider will issue an invoice for the full cost of the placement as outlined in the Individual Young Person's Placement Agreement.
- The Council will pay the cost of accommodation which they would normally expect to be covered by Housing Element (subject to any local housing allowances) for up to 6 weeks following a Young Person's 18th Birthday; or for a Young Person over 18 on admission to the service, for 6 weeks following the date of their admission.
- Where the Council has paid any shortfall in placement cost whilst a claim has been processed and payment has been backdated to the date of the claim, the F will reimburse the Council in full to the period where the Housing Element Claim was backdated to.

In addition we require Service Providers to ensure the tenancy arrangements of their services are conducive to claiming Housing Benefit.

Where a Young Person aged 16 or 17 is eligible to claim Housing and/or other benefits the arrangements as set out in 4.1 and 4.2 will apply.

## **5. TERMINATION OF PLACEMENT**

The Service Provider shall not terminate any placement of any Young Person until a Stability Meeting has been held and there is an agreement between the Local Authority and the Service Provider regarding the decision to terminate.

Without prejudice to any other right of the Council to terminate an Individual Placement Agreement (including any right set out in the Supplier Agreement) if the Council considers that a Young Person's needs are best met by a move from the placement, the Council shall be entitled to terminate the Individual



Placement Agreement by giving the following written notice to the Service Provider.

- If the Young Person has been in the Placement for a period of up to 1 month, 48 hours written notice shall be required.
- If the Young Person has been in the Placement for a period of up to 3 months, 7 calendar days written notice shall be required.
- If the Young Person has been in the Placement for a period of up to 6 months or more, 14 days written notice shall be required.
- If the Young Person is remanded into the Criminal Justice System, 48 hours notice shall be given irrespective of length of placement to date
- If the safety and well-being of the Young People, The Service Provider's Workers or Others is being threatened, the Individual Placement Agreement may be terminated giving 7 days notice (unless the Young Person has been in placement for less than 1 month, then the first bullet point above will apply) or immediately in an emergency subject to mutual agreement between the Council and the Service Provider.

In the event that the Council exercises any right to terminate an Individual Placement Agreement pursuant to this paragraph 5 the provisions of clause 31.4 of the Supplier Agreement shall apply.

In the event that an Individual Placement Agreement is terminated pursuant to this paragraph 5 the provisions of clause 31.5 of the Supplier Agreement shall apply.

If a Young Person is moved because of a decision taken by some other statutory agency/body with overriding authority e.g. arrests or sectioning, the Service Provider shall inform the Council at the earliest opportunity and the Individual Placement Agreement shall terminate with effect from the date the services are no longer required.

If either the Council terminated an Individual Placement Agreement or the Young Person leaves without proper notice in accordance with above then the Charges shall continue to be payable to the date upon which such proper notice would have expired had it been given at the date of such termination or departure.

If a Young Person dies, the Individual Placement Agreement shall end 24 Hours after the date of death or such longer period the Council may agree.

## **6. MOVING ON**

When moving into a new property the Service Provider shall support the Young Person with moving, this will include;

- Viewing the next property (upon the Young Person's request);
- Assistance with packing / Dismantling of furniture;
- Ensuring the Young Person has appropriate bags/suitcase (No bin liners or carrier bags); and

- Assistance taking things out of the car/van and taking them into the property.

## **7. RISK ASSESSMENT**

The Service Provider shall ensure a comprehensive risk assessment and risk management plan are undertaken in conjunction with the Young Person and Allocated Worker at the Placement Planning Meeting. This shall be reviewed on a 3 monthly basis or after an incident or significant event

## **8. PREPARATION FOR ADULT LIFE PROGRAMME**

The Service Provider shall ensure that Key workers work with young people on their Independent Living Skills. A Preparation for Adult Life Programme shall be used.

This is required to be a working live document which should be used in conjunction with the Young Person's Pathway Plan/Needs Assessment and should feed into the Young Person's Key working report and the Council's Monitoring Framework.

## **9. REPORTS**

The named Key worker shall provide comprehensive reports detailing the time limited objectives outlined in the Young Person's Pathway Plan and the progress that has been made within the report period.

These reports shall be completed at the following intervals unless agreed otherwise:

- 24 Hour care – weekly submission;
- 8 Plus Hours per Week - weekly submission;
- 4-8 Hours per Week - fortnightly submission;
- Under 4 Hours per Week - Monthly submission;
- Minutes of exit evaluation meeting - within 1 week of the Young Person leaving the placement;
- Supported Lodgings – Monthly submission; and
- Or as instructed by the nominated officer of the council.

All reports shall be completed and submitted electronically in Word format (compatible with 2003 and above) to the Allocated Worker and Nominated Officer within 2 working days.

**Incident/Accident Reports** shall be provided within 12 Hours to the Allocated Worker & Nominated Officer.

Incident/accident reports shall include the following information:

- Full details of Accidents;

- Reports of injuries/Medical attention sought;
- Full Details of Incident;
- Management action to safeguard the Young Person and confirmation of update risk assessment and support plan; and
- CAD reference when reported to the police.

Other professionals may request written/verbal reports for example; Psychologists, Children's Guardians, Solicitors and Courts. All notes/reports could be used within the court arena and staff may be called upon to provide verbal evidence in court.

## **10. MISSING & UNAUTHORISED ABSENCES**

The Service Provider shall follow the Council's guidance on reporting unauthorised absences (the Council's Runaway and Missing from Home and Care procedure). The Council will provide a copy of their policy at the Placement Planning Meeting if not already provided to the Service Provider.

## **11. NON-ENGAGEMENT**

The Service Provider shall report to the Allocated Worker and Nominated Officer any incident where a Young Person has failed to engage in two successive Key working sessions or use of the commissioned services. The report shall outline the Service Provider's attempts to engage with the Young Person.

The Service Provider shall arrange a non-compliance / engagement meeting.

Failure to comply with the above requirement may result in non-payment of support hours.

## **12. BREACH OF INDIVIDUAL YOUNG PERSON'S PLACEMENT AGREEMENT SANCTIONS**

Under no circumstances shall the Service Provider impose any sanctions for breach of the Individual Young Person's Placement Agreement on the Young Person without prior discussion and consent of the Allocated Worker or the Team Manager.

## **13. MOVING HOME**

Where a Young Person requires to be moved to another address for reasons of health, safety, welfare etc the Service Provider shall seek authorisation for this from the Council.

## **14. COMMUNICATION**

The Service Provider shall ensure effective daily communication with any Young Person for whom English is their second language.

The Service Provider shall also ensure effective communication with young people who have speech, communication and language difficulties.

## **15. ADDITIONAL SUPPORT**

### **Service Provider's Support with Financial Assistance:**

Depending on the decision taken by the Young Person's Allocated Worker, the Service Provider will either issue the Young Person's weekly financial assistance payments directly, or ensure the smooth working of arrangements for this to be paid by the Council's benefits department or into a bank account which has been set up for the Young Person.

The Service Provider shall maintain arrangements for a 24 hour emergency service that supports young people outside of office hours throughout the year. The Service Provider shall ensure that the telephone number for the emergency service is well publicised to young people and the Council in handbooks, leaflets, posters and within the property etc. This publicity shall be provided in an appropriate format.

## **16. STAFFING**

### **16.1 Principles**

The Service Provider shall have access to, and work in accordance with, the following good practice guidelines and in line with any relevant legislation/guidance (as amended):

- Disclosure and Barring Service Code of Practice;
- General Social Care Council Codes of Practice for Social Care Workers and Employers (which incorporates Codes of Conduct);
- Department of Education (DOE) Guidance for Safer Working Practice for Adults who work with Children and Young People;
- London Child Protection Procedures and Relevant Council's Safeguarding Procedures.
- Safeguarding Vulnerable Adults Guidelines and Standards.

The Service Provider shall make available, as requested, to the Council, the employment history of all staff employed and others who may have significant contact with the Young Person.

The Service Provider shall validate information contained in the employment history to ensure that inappropriate people are not employed.

The Council retains the right to request, through its Nominated Officer, the removal of a named employee from the provision of the Service.

Recruitment of Key workers shall take into consideration the diverse community of the Borough.

## **16.2 Characteristics of Staff**

The Service Provider shall seek to recruit staff with the following characteristics and attributes:

- A minimum of 2 years gap between eldest Young Person/vulnerable adult placed and youngest member of staff working in a service.
- A 1 year minimum experience of working with young people and vulnerable adults.
- Ability to maintain boundaries with young people and vulnerable adults.
- Ability to be a positive role model for young people and vulnerable adults.
- Good written and oral communication skills and good recording and report writing skills
- Staff from a diverse range of cultures, ethnicities and backgrounds
- Ability to engage with and form positive relationships with Young People and vulnerable adults.
- Ability to engage with and form professional relationships with professionals from across a variety of agencies.
- Ability to appropriately manage challenging situations and conflict.
- Good knowledge of local area it's amenities and services.
- Ability to show empathy to Young People and vulnerable adults.
- Ability to support Young People and vulnerable adults to develop life-skills
- Evidence of continuing professional development.

## **16.3 Qualifications of Staff**

The Service Provider shall ensure that all staff working with young people shall be trained or have attained the following minimum qualification in Health & Social Care:

- Manager: National Vocational Qualification (NVQ) Level 5 or equivalent;
- Key worker: NVQ Level 3 or equivalent.
- Support Worker – must have Level 3 QCF Care Certificates

The Service Provider shall ensure where staff are currently attaining relevant qualifications there shall be a comprehensive training and development plan in place.

## **17. VETTING**

The Service Provider shall appropriately vet all staff within the organisation prior to taking up a post. The Service Provider shall obtain:

- Verification of Identification (passport, birth certificate);
- Enhanced and up to date Disclosure and Barring Service (DBS) checks;
- Work Permit (if appropriate);
- Drivers Licence (if appropriate);
- Certificates of training;
- Confirmation of qualifications; and
- General Social Care Council Register (or equivalent).

The Rehabilitation of Offenders Act 1974 does not apply and therefore all staff working in the Service shall declare any previous convictions prior to taking up any appointment. If a member of staff declares or is found to have any previous convictions, the Service Provider shall ensure continued employment is agreed with the Council.

Upon recruitment of all new staff a new enhanced DBS check must be requested. This member of staff shall not commence work on the Service until the DBS has been received.

## **18. STAFF FILE RECORDING**

The Service Provider shall maintain up-to date records on all staff. Individual records shall be maintained in a neat, accurate and timely manner and to a high standard. The following information shall be required to be held on Staff Files:

- Contract of employment;
- Signed copy of induction / probationary process;
- Evidence of application & interview;
- References;
- Confirmation of enhanced DBS check;
- Training Log;
- Supervision notes/contract

- Annual appraisal;
- Absences/ Annual Leave/ Sickness Records;
- Correspondence;
- Work Permits;
- Identification (photographic);
- Qualifications;
- Disciplinary Action; and
- Driving Licence, MOT, and Insurance Cert (if applicable).

### **18.1 Staff Handbook**

All staff shall have access to a comprehensive staff handbook. This shall include the following:

- A written code of conduct – in line with HCPC;
- Policies and procedures manual;
- Safe working practices guidance;
- Complaints procedure;
- Training opportunities;
- Leaflet – What to do if you think a child is being abused;
- Whistle Blowing Policy;
- Guidance for Safer working practice for adults who work with children and young people;
- London Child Protection procedures or relevant local authority safeguarding procedure;
- Management of poor performance; and
- Safeguarding Adults Policy.

### **18.2 Training & Support**

The Service Provider shall have a training and development plan for all staff.

The Service Provider shall ensure all new staff shall undergo an induction period of not less than 2 weeks.

The Service Provider shall enforce a probationary period of a minimum of 12 weeks during which time staff shall be assessed and supported as to their suitability prior to being confirmed in post.

The Service Provider shall ensure all Key workers and their line managers shall complete mandatory training, the minimum training requirements being:

- Equality and Diversity;
- Health and Safety;
- Manual Handling;
- First Aid;

- Child protection awareness including the London Child Protection Procedures published by the London Child Safeguarding Board;
- Working with challenging behaviour/conflict resolution;
- Disability awareness;
- Mental Health Awareness Training;
- Introduction to relevant legislation;
- Drug and Alcohol Awareness;
- Exploitation awareness (Sexual, Financial and Religious);
- Child Sexual Exploitation training;
- Missing from Care; and
- Gangs

The Service Provider shall evidence to the Council that their staff have carried out a minimum of 5 days training per annum, from the commencement of the Supplier Agreement.

## **19. SUPERVISION**

The Service Provider shall ensure all staff and their managers have supervision on at least a monthly basis.

The Service Provider is responsible for ensuring all Key workers and their direct line managers receive supervision at least every 14 days during their probation.

All supervisions need to be available for inspection by the Council nominated officer.

This supervision shall be carried out by a qualified social worker. If there is no qualified social worker within the organisation it is the responsibility of the Service Provider to commission a qualified social worker at their own expense to carry out supervision.

The Service Provider shall ensure that supervision meetings cover the following areas (see also Appendix 6 and 6b):

### **Management component:**

- Staff roles and responsibilities;
- Staff are meeting the Service Provider's/the Council's objectives;
- Work is planned, purposeful and monitored;
- Climate for good practice; and
- Caseload management. Discussion of care provided and any changes required.

### **Educational Component:**

- Staff development

### **Supportive Component:**



- Personal Issues and feelings;
- Stress management; and
- Staff resources to do their jobs.

**Mediation Component:**

- Resolution of any issues both internal and external

**20. STAFF APPRAISAL**

The Service Provider shall carry out annual staff appraisals that shall:

- Provide staff with feedback on their performance to date;
- Set agreed objectives (and targets) for the forthcoming period;
- Identify training and development needs and strategies to ensure that staff is equipped to meet their targets; and
- All staff appraisals need to be available for inspection by the Council's nominated officer.

**21. TEAM MEETINGS**

The Service Provider is responsible for ensuring that team meetings are held and on a frequency of no less than one per calendar month.

Directors shall ensure that they are present at quarterly team meetings.

The Service Provider shall ensure that Minutes including actions for all team meetings are typed and distributed to all team members and kept on file.

The Service Provider shall ensure that the Agendas for subsequent meetings shall include follow up on previous decisions.

**22. POLICIES AND PROCEDURES**

The Service Provider shall ensure that a clear code of practice and set of policies and procedures is implemented to support staff practice.

The Service Provider is responsible for ensuring all policies and procedures shall be updated/amended in line with any changes in legislation/ guidance.

The Service Provider shall be responsible for ensuring all policies and procedures are reviewed and amended annually and dated in accordance with the Service Provider's Quality Assurance Policy.

The Service Provider shall implement a system to ensure that staff understand, and have up-to-date copies of, all policies, procedures and the Codes of Practice, and that young people have access to relevant documents in appropriate formats. The Policies shall cover all stated in

## **23. CHILD PROTECTION**

The Service Provider shall:

- Ensure compliance with its duties under the Children Acts;
- Demonstrate that its functions are discharged having regard to the need to safeguard and promote the welfare of Children & Young People;
- Ensure Enhanced and up to date DBS checks are undertaken for all staff;
- Adopt the London Child Protection Procedures and work to the Local Safeguarding Children Board guidance and procedures whilst ensuring that they comply with child protection procedures relevant to the local authority in which the Young Person is placed. This shall be reflected in the Service Provider's internal policies and procedures;
- Ensure that there is a designated Named Senior Officer within the organisation who will deal with all aspects of Child Protection including all allegations. This person shall receive appropriate training or briefing on their role and responsibilities and will be known as the Named Senior Officer;
- Ensure that all staff receive child protection training within their period of induction and thereafter regular updates; and
- Ensure that all staff recruitment complies with guidance on 'Safer Recruitment' as outlined by the Children's Workforce Development Council

### **Allegations made against Staff:**

Every Local Safeguarding Children's Board now has a Local Authority Designated Officer (LADO) who has a strategic role in safer recruitment and who leads on all allegations made against staff working with children within the local authority area.

The role of the LADO is set out in Appendix 5 of the HM Government guidance Working Together to Safeguard Children (2006). This guidance outlines the procedures for managing allegations against people who work with children/young people, for example, those in a position of trust.

The LADO is located within Children & Young People Services and should be alerted to all cases in which it is alleged that a person who works with children/young people has:

- Behaved in a way that has harmed, or may have harmed, a child/Young Person;
- Possibly committed a criminal offence against children/young people or related to a Child/Young Person;
- Behaved towards a Child/Young Person in a way that indicates s/he is unsuitable to work with children/young people.

## **24. RECORDING**

The Service Provider shall maintain all individual records in a neat, accurate and timely manner and to a high standard. The following information shall be held on each Young Person's file:

- Individual Front Sheet;
- Placement Information Record/referral;
- Pathway/Care Plan / Needs Assessment / Exit Strategy;
- Personal Education Plan;
- Risk Assessment;
- Record of meetings;
- Contacts (any contacts in relation to the Young Person);
- Key work Sessions;
- Medical details (Doctors, Opticians, Dentist, Last Look After Children's (LAC) medical, Medical Action Plan);
- Education and training details;
- Legal details;
- Support Plan;
- Weekly/Fortnightly/Monthly Reports;
- Benefit Applications (where appropriate);
- Correspondence/Communication with relevant others;
- Significant event reports/ incident and accident reports;
- Missing notifications;
- Confidential section for third party;
- Preparation for adult life skills; and
- Consent by the Young Person to information sharing.

The Service Provider shall seek written consent from the Young Person for a photograph to be held on the Young Person's file.

This photograph should be used only as a form of identification for the police if and when the Young Person is missing.

## **25. DATA PROTECTION / CONFIDENTIALITY**

### **Records/Files:**

The Service Provider shall ensure that all records are kept secure, up to date and in good order and are constructed, maintained and used in accordance with the Data Protection Act 1998 and other statutory requirements.

The Service Provider shall ensure that the Young Person knows that they are able to see their personal files kept at the Service Provider's offices if they so wish.

The Service Provider shall not charge the Young Person a subject access fee. The Service Provider shall inform the Young Person's Allocated Worker of any such requests.

The Service Provider shall ensure that all staff complies with the requirement to maintain the confidentiality of information they are entrusted with and only disclose information within the context of the legal framework and the Information Sharing Protocol of the Council which placed the Young Person. It is the responsibility of the Service Provider to ensure that any child protection issues are shared with the Allocated Worker, Nominated Officer and Team Manager.

Within 3 weeks of a placement ending the Service Provider shall return the Young Person's file securely to the Allocated Worker, and ensure that a receipt is obtained for this.

## **26. YOUNG PEOPLE'S INVOLVEMENT**

The Service Provider shall ensure that young people's views on their accommodation and support is sought and recorded on a quarterly basis as a minimum.

The Service Provider shall seek the Young People's views prior to any meetings to ensure that they can represent their views, even if they differ from the Service Provider's views.

The Service Provider shall ensure that consultation with young people is promoted and evidenced throughout their business.

The Service Provider shall include involvement of young people in their recruitment processes.

The Service Provider shall be responsible for evidencing that accurate records are kept of all young people's consultation including the work undertaken and any reward /remuneration given.

The Service Provider shall develop and attend young people's forums on a quarterly basis to promote consultation and involvement of young people in the Service.

## **27. ACCOMMODATION**

### **27.1 Principle**

Accommodation will be provided, where possible within the boundaries of the Council, unless specified by the Nominated Officer.

The Service Provider shall encourage and support young people to personalise their living space which will help them develop a sense of pride and "ownership" of their accommodation.

The accommodation shall be maintained in accordance with the regulatory safety standards for housing and environmental health requirements and the Service Provider shall assist the Young Person in maintaining good standards of hygiene and cleanliness. Any difficulties in maintaining the required standard will be reported to the Council's Nominated Officer.

The accommodation shall be fully furnished with suitable furniture and fitments and equipped for independent living. All furnishing shall meet with fire resistance regulations. The Service Provider needs to provide an inventory to the placement officer.

At all times, the Service Provider shall ensure that the accommodation complies with the requirements of the Housing Acts, Public Health Act, Fire Precautions Act 1971, Furniture and Furnishings Fire Safety Regulations 1988 and as amended 1989 and 1993, and any other current and up to date national and local regulations as to the safety and standards of housing. If the Service Provider's accommodation is based in the Council, the Service Provider should consult with the local Housing Improvement Team in relation to HMO standards.

The accommodation shall have a satisfactory and up to date electrical safety certificates (to be renewed every 5 years), electrical test certificate (to be renewed once a year) and gas safety certificates (to be renewed once a year) where appropriate and a copy of the certificates shall be available for inspection purposes.

The Service Provider shall ensure Risk Assessments of premises and Service delivery mechanisms shall be conducted periodically, at least annually, to identify health and safety and security risks to staff and young people.

The Service Provider shall maintain records of the inspections, the participants, key findings and actions taken. Where staff work alone, the Risk Assessment shall specifically address the risks faced by lone workers.

The Service Provider shall conduct health and safety inspections of shared housing and common areas of other services on a weekly basis. The Service Provider shall maintain records of these inspections, the participants, key findings and actions taken.

The Service Provider shall take action in response to individual concerns raised by staff or young people. The Service Provider shall maintain records of concerns raised, action taken and feedback provided.

The Service Provider shall ensure that young people are aware of the health, safety and security policies and understand how to report concerns.

Where applicable (i.e. in services where staff are not onsite at all times) the Service Provider shall ensure that the young people understand the emergency call-out procedures.

## **27.2 Planning Consent**

The Council will not accept any property without the appropriate planning or established use certificate. It is the responsibility of the Service Provider to ensure that the property complies with all planning regulations and that the certificates are on file at all times for inspection upon request by the Council.

The planning consent may be required if the property has been subject to a conversion or addition. If the property has been used for a particular purpose for a number of years but does not have planning consent then it may be possible to apply and obtain an “established use” certificate from the local planning department.

## **27.3 HMO Properties**

The Service Provider shall ensure all Houses of Multiple Occupation (**HMO**) comply with all appropriate legislation, regulations and guidance relating to HMO's.

The Service Provider shall ensure all HMO's are licensed by the relevant local authority, have a current fire safety certificate and shall meet all safety standards current at their time of use pursuant to this Supplier Agreement.

The law relating to HMO's is complex and currently derives from the Housing Act 2004. The Service Provider shall make themselves aware of this legislation so that they can ensure that any properties offered to the Council fully meet its requirements. The Service Provider should also contact the local Housing Improvement Team.

## **27.4 General Requirements for Accommodation**

All accommodation offered under this **Supplier Agreement** shall:

- Be structurally stable;
- Be free from serious disrepair;
- Be free from dampness prejudicial to the health of the occupants;
- Have adequate provision for heating, lighting and ventilation;
- Have an adequate piped supply of wholesome water;
- Have a suitable located WC for the exclusive use of the occupants;
- Have an effective system for draining foul, waste and surface waste;
- Contain appliances that are all in good working order;
- Be in a clean state throughout;
- Have windows that are all in good condition and well maintained;
- Contain carpets/wooden flooring (mat if wood/laminate);
- Have well maintained front and back areas;
- Have the carpets steam cleaned no less than bi-annually;
- Have all internal décor, including paint work, maintained to a high standard;
- Contain recycling bins;
- Have utilities that are in good working order with meters that are charged with sufficient credit (where appropriate); and

- Have a photographic record made and retained on the property file at the time of the Young Person's check in.

## **27.5 Welcome Packs**

Welcome Packs shall be available to all new placements.

The following should be included:

- Information Pack/Young Person's Handbook;
- Towel Set and Flannel;
- Single Duvet;
- 2 Pillows;
- Mattress Protector;
- 2 Sets of Duvet Covers, Pillowcases and Sheets;
- Toothbrush and toothpaste;
- Bath/shower gel and soap;
- Set of cutlery (4 table settings);
- Dinner Service to include as a minimum a setting for 4;
- Set of glasses;
- Frying Pan and a set of saucepans (3 minimum and varied in size);
- Oven Trays x 2;
- Cooking utensils;
- Tea Towel, washing up liquid, pack of cloths and a sponge;
- Tin opener;
- Utensils – (spoon, fish slice, masher, spaghetti spoon etc.);
- Bin bags;
- Light bulbs;
- Dishcloths and scorers;
- Apron, and
- Initial set-up for basics for new placements (e.g. Oil, salt and pepper, ketchup, bread, milk, cereal).

## **27.6 Inventories**

The Service Provider shall ensure a full and detailed inventory list is taken of all items within the property, including information regarding the general state of decoration and repair, highlighting any outstanding details, at the time of the Young Person's placement.

The Service Provider shall ensure a full and detailed inventory is taken of all of the Young Person's property. This information is required for insurance purposes. The Young Person must sign and date a copy of this inventory and the original shall be sent to the Council's Nominated Officer. It will then be the responsibility of the Young Person to add items to this list, as and when they purchase them.

The Young Person's Key worker shall sign the relevant Key working Session recording sheet to provide confirmation that the item has been purchased.

## **27.7 House Rules**

The Service Provider shall have house rules, to be approved by the Council

These shall include:

- Rules on other people staying overnight and how to seek permissions;
- Agreements and conditions for absences of more than 24 hours;
- Conduct and attendance times of visitors;
- Security;
- Health and safety, including fire safety regulations;
- Cleanliness;
- Pets;
- Access to accommodation;
- Smoking; and
- Alcohol, Drugs and other Substances.

## **27.8 Access to the Property**

The Service Provider must acknowledge that the property/room is the Young Person's private space and must be respected accordingly.

In the event that access by any other person is required, e.g. for maintenance or other routine purposes, prior notification must be given to the Young Person and a date for access arranged, including inspection of their rooms.

In the event of there being a member of staff other than the Key worker who requires access to the property, the Young Person's Key worker should be present during the visit.

In the event that emergency access is required to safeguard the welfare of the Young Person or to prevent any other accident or mishap, forced entry, or entry in the absence of the Young Person to the premises/room must only be made as a last resort.

Any such incidences should be made with the support of the Police, if appropriate, and the Allocated Worker (or the Emergency Duty Team out of hours) and must be recorded in writing, outlining the reasons why entry was required and what other means of solving the problem were attempted. The Service Provider should also ensure that the Council's Nominated Officer is also informed of any incidents within 24 hours, in writing.

## **28. HEALTH AND SAFETY REQUIREMENTS FOR ACCOMMODATION**

### **28.1 Risk Assessment**



In line with Health & Safety legislation, the Service Provider shall ensure that a comprehensive Risk Assessment is undertaken on each property prior to placement. A copy of the Risk Assessment shall be held on individual property files.

### **28.2 Gas and Electrical Certificates**

Every property offered shall have a current gas safety certificate and a current electrical safety certificate. The certificates shall be unqualified with no recommendations for any further work being needed or suggested.

Both certificates must be signed by an appropriate professional affiliated to the relevant organisation which shall be Gas Safety Register, the NICEIC or National Association of Professional Inspectors and Testers (NAPIT). NICEIC certificates shall be provided by a registered NICEIC member with an appropriate membership number.

Copies of these certificates shall be provided to the Council as well as being placed on the property file. Where a property is being offered to the Council for the first time, the Service Provider shall be uploaded on their enrolment submission via sproc.

### **28.3 Fire Requirements**

The Service Provider shall place smoke and carbon monoxide alarms on each floor and every room with a solid fuel appliance. In addition, where applicable the Service Provider shall provide smoke resistant doors, fire extinguishers, smoke blankets and fire exits. All HMO properties shall conform to the regulations such as emergency lighting. Copies of HMO certificates shall be provided to the Council.

All properties shall have adequate fire separation between separate units of accommodation.

All front doors to flats which lead off a communal hallway shall have half hour fire resistant doors, designed to meet BS476 and Part 22.

All kitchens shall have a door. If the kitchen adjoins a fire escape route, a half hour fire door complying with BS476, Part 22 shall be provided. If for any reason the Nominated Officer agrees, in their absolute discretion, that this requirement is impracticable, then a mains powered electricity heat rise detector shall be installed in the kitchen and wired to a suitable alarm.

All glazed kitchen doors shall have clear Georgian wire cast glass, or other suitable safety glass.

### **28.4 Fire risk assessments**

Fire risk assessments shall be carried out annually or after any change of use or major alteration to the property. The person managing fire safety shall monitor the progress of work undertaken in rectifying the deficiencies reported

and should ensure that checks are completed at target dates.

It is recommended that the action plan is completed to ensure that the Authorities risk target of Tolerable or less is maintained. Homes for Haringey shall review the fire risk assessment regularly and in line with their policy timescales but particularly if there is reason to suspect that it is no longer valid or when there are significant alterations in the premises, occupation or management of the building, or a fire. Any works highlighted/raised from the fire risk assessment shall be risk assessed and graded against the following approved risk rating legend.

		Potential consequences of fire		
		Slight harm	Moderate harm	Extreme harm
Likelihood of fire	Low	Trivial risk	Tolerable risk	Moderate risk
	Medium	Tolerable risk	Moderate risk	Substantial risk
	High	Moderate risk	Substantial risk	Intolerable risk
<b>Low</b>	Unusually low likelihood of fire as a result of negligible potential sources of ignition.			
<b>Medium</b>	Normal fire hazards (e.g. potential ignition sources) for this type of occupancy, with fire hazards generally subject to appropriate controls (other than minor shortcomings).			
<b>High</b>	Lack of adequate controls applied to one or more significant fire hazards, such as to result in significant increases in likelihood of fire.			
<b>Slight harm</b>	Outbreak of fire unlikely to result in serious injury or death of any occupant (other than an occupant sleeping in a room in which a fire occurs).			
<b>Moderate harm</b>	Outbreak of fire could foreseeable result in injury (including serious injury) of one or more occupants, but it is unlikely to involve multiple fatalities.			
<b>Extreme harm</b>	Significant potential for serious injury or death of one or more occupants.			
Risk level	Action and timescale			
<b>Trivial</b>	No action is required and no detailed records need be kept.			
<b>Tolerable</b>	No major additional controls required. However, there might be a need for improvements that involve minor or limited cost.			
<b>Moderate</b>	It is essential that efforts are made to reduce the risk. Risk reduction measures should be implemented within a defined time period. Where moderate risk is			

	associated with consequences that constitute extreme harm, further assessment might be required to establish more precisely the likelihood of harm as a basis for determining the priority for improved control measures.
<b>Substantial</b>	Considerable resources might have to be allocated to reduce the risk. If the building is unoccupied it should not be occupied until the risk has been reduced. If the building is occupied, urgent action should be taken.
<b>Intolerable</b>	Building (or relevant areas) should not be occupied until the risk is reduced.

This will in turn dictate the time scales as to the priority of the works which will be guided by the following approved and agreed time table.

<b>Priority</b>	<b>Description</b>	<b>Timescale</b>
<b>FA</b>	When an unacceptable risk to fire safety is present	Within 10 days
<b>FB</b>	Within 6 months. These items are regarded as important but a lead time to organise is recognised to be necessary.	Within 6 months
<b>FC</b>	Where an immediate risk to fire safety is not present but improvements/actions are necessary to maintain the essential systems and standards.	Within 1 year
<b>FD</b>	Works to be considered in future improvements or ongoing/rolling maintenance programmes.	Over 1 year
<b>M</b>	Relates to continuing managerial responsibility or recognised best practice guidance.	Management / procedural

## **28.5 L8 risk assessments**

Prior to occupation and thereafter on a periodic basis a Legionella Risk assessment record is to be provided to the Council with appropriate control measures in place to comply with HSG274 Part 2 published 2014. The risk assessment may show that there are no real risks from legionella, but if there are, will require implementing appropriate control measures to prevent or control these risks.

## **28.6 Close Circuit Television (CCTV)**

Where CCTV is being used the Service Provider shall have a policy and procedure in place that is in line with current UK legislation, including the storage of films.

The placing of CCTV will be agreed by the Council.

## **28.7 Pets**

Pets shall not normally be permitted and all matters in particular relating to guide dogs and pets shall be dealt with by the Council.

## **28.8 Infestations**

Where there is a report of infestation in a property the Service Provider shall ensure that initial treatment/assessment is carried out within 72 hours of the report being received and action to be taken as determined by the assessment.

The Service Provider shall discuss the report with the young people placed at the property with a view to minimise the re-occurrence as part of independent living skills training.

## **28.9 Kitchen Minimum Requirements**

All kitchens shall be equipped with:

- Cooker;
- Microwave;
- Fridge/Freezer;
- Toaster;
- Kettle;
- Washing Machine;
- Clothes Airier;
- Iron/Ironing Board;
- Mop, bucket, broom, dustpan and brush;
- Drainer;
- First Aid Box that is fully stocked and regularly checked;
- Fire Blanket;
- Large Rubbish Bin with Lid;
- Hoover and Bags;
- Appropriate fire detectors (heat detectors are preferred to smoke alarms in kitchens)
- Cleaning materials;
- Curtain/Blind; and
- Lino/Tiles/Wooden Floor

## **29. ACCOMMODATION COSTS MET BY SERVICE PROVIDER**

### **29.1 Utility Costs**

The Service Provider shall be liable for the payment of all utility costs/bills and other charges levied at/on a property, including council tax, water rates, gas, electricity, fuel bills and general charges. In no circumstance shall the Young Person or the Council be liable.

For 18+ young people the Service Provider shall be liable for the payment of all utility costs/bills and other charges levied at/on a property, water rates, gas, electricity, fuel bills and general charges. A service charge for up to £10 per

week will be payable by the Young Person to cover the cost of the council tax. In no circumstance shall the Young Person or the Council be liable.

## **29.2 TV Licensing**

The Service Provider shall purchase a television licence for the property.

## **29.3 Wilful Damage**

Wilful damage shall be covered by the Service Provider in all instances except where negligence on the behalf of the Council can be proven. These cases will be dealt with on an individual case by case basis.

The Service Provider shall notify the Council as soon as they are aware and reparations must not be undertaken without the consultation of the Allocated Worker and Nominated Officer unless in an emergency. The consultation period should last for up to 48 hours unless there is a health and safety risk as covered below.

The Service Provider shall manage a Young Person's behaviour and expectations in such a way to help minimise the possibility of damage and to make good any damage they cause as much as is possible, by way of appropriate restorative approaches in line with the level of care being provided.

If the Service Provider can prove that the Council has failed to disclose relevant information that they knew or came to know, the Council may become liable for an agreed amount of the damage. This will be assessed by the Council on a case by case basis.

Reports of wilful damage shall be made as soon as the Service Provider is aware to the Nominated Officer and Young Person's Allocated Worker.

All reports shall be made in writing and shall contain photographic evidence.

## **29.4 Damage/theft of Young Person's Personal Items**

The Service Provider shall adhere to the Council's protocol for dealing with damage/theft of a Young Person's personal items. This protocol will be agreed at the Placement Planning Meeting unless agreed previously.

## **30. STANDARDS OF ACCOMMODATION – STANDARDS DOCUMENT**

The accommodation shall be maintained to the standards required by the Council and will be inspected by the Council to ensure it meets and continues to meet the required standard. The Service Provider should also ensure that accommodation is deep cleaned prior to re –rental.

### **30.1 Repairs**

The Service Provider shall ensure that all urgent repairs where by any person's health and safety is at risk are made within an 8 hour period.

The Service Provider shall ensure that all non urgent repairs are made within 5 working days.

The Service Provider shall ensure that upon completion of any repairs to the property the Nominated Officer within the Council is notified.

### **30.2 Access**

The Service Provider shall ensure all properties have:

- Safe, well lit and easy access with no obstructions;
- Paths and yards (if present) which are reasonably surfaced so as not to present a tripping hazard and which shall be adequately drained so as not to retain standing water;
- Access stairways (if present) which are secure and not unreasonably steep; any stairway or step shall not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users; and
- Access stairways (if present) which have an adequate and securely fixed handrail.

### **30.3 Roof (where applicable)**

The Service Provider shall ensure all properties have:

- A roof or roofs which are well insulated (a minimum of 200 mm of rock wool insulation or equivalent where possible), watertight, free from all defects, loose or missing tiles/slates, etc.

### **30.4 Guttering (where applicable)**

The Service Provider shall ensure all properties shall have:

- Adequate drainage from roofs; and
- Down pipes secured to walls, gutters and down pipes which are free from blockages and in good repair.

### **30.5 Staircases (where applicable)**

The Service Provider shall ensure all staircases:

- Have gaps between their spindles and gaps between their balustrades which are no more than 100 mm;
- Have all gaps between treads and risers filled in;
- Have a two way light switch provided in all stairwells/hallways with more than one floor so that the light can be switched off/on from either floor or floors;

- Be free from obstruction and not unreasonably steep;
- Have a suitable handrail;
- Where possible conform to current building regulations. Any stairway or step should not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users; and
- Anti- slip finish

### **30.6 Dampness**

- All properties shall be free from damp, mould, condensation, peeling paper, etc;
- Condensation occurs sometimes in all homes. Condensation problems due to structural features shall not be so pervasive as to constitute a health hazard or be a statutory nuisance; and
- If a property has been accepted for use on the Service provision under the agreement and subsequently found to suffer from significant condensation problems, then the Council shall have the right to require the landlord to provide and fit suitable heat recovery/ventilation systems.

### **30.7 Plaster**

- All plaster shall be sound and show no movement when examined.

### **30.8 Decoration**

- All surfaces shall be painted/papered/or tiled;
- All paint shall be cleaned and free from obvious marking, dirt, etc;
- All wallpapers shall be in good condition and free from defects; and
- All woodwork shall be free from rot of any description and painted to a reasonable standard with gloss paint suitable stain or varnish.

### **30.9 Windows**

- Any windows above ground floor level which open shall be fitted with a restrictor mechanism. This mechanism shall limit the windows opening to no more than 150 mm;
- Overlook windows in bathrooms and toilets shall be glazed with obscure glass or treated with plastic film to provide privacy;
- All main habitable rooms (living rooms and bedrooms) shall have a reasonable glazed window area allowing reasonable levels of natural light. Bedrooms and living rooms shall not have borrowed light or ventilation, e.g. from a glazed panel above a door;
- All windows shall be reasonably secure from entry by intruders; and
- Double glazed windows should be fitted with trickle vents.

### **30.10 Ventilation**

The following standards shall apply:

- All main habitable rooms (i.e. living rooms and bedrooms) shall have at least one twentieth of the floor area available as windows that open;

This requirement also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation (operable parts of windows should be easy to operate);

- If a kitchen, bathroom or a WC is an internal room it shall have mechanical extract ventilation;
- If mechanical ventilation is required in a kitchen it shall be capable of three air changes per hour;
- If mechanical ventilation is required in a bathroom and/or WC it shall be capable of three air changes per hour;
- A light switch shall activate any mechanical ventilation and the fan shall have a twenty minute overrun when the light is switched off;
- Double glazed windows should be fitted with trickle vents;
- The heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms, bathroom, kitchen and hallway when the outside temperature is minus 1 degree Celsius;
- Details for the location of the on/off switch shall be noted and provided to the young people; and
- The Service Provider shall provide a gas safety certificate and copy of a Gas Safe service agreement (or equivalent) every year. A copy of the safety certificate shall be given to the Young Person. The Council needs a copy of the gas certificate and the Landlord/Supplier will need to have a gas service contract. The tenants need to be provided with the telephone numbers of the gas service company.

Properties with boilers fitted in bedrooms shall not normally be accepted by the Council. However, the Nominated Officer of the Council may consent, in their absolute discretion, to a boiler being located in a bedroom; such consent shall be sought by the Service Provider in advance of the property being offered to the Council.

### **30.11 Asbestos**

For converted flats, landlords should have done an asbestos inspection of the common parts and risk assessment. If asbestos is detected this needs to be treated by an authorised contractor.

### **30.12 Electrical Items**

All properties shall meet the following standards:

- All properties shall have a current NICEIC or NAPIT electrical safety report. This report shall have no items marked as requiring urgent attention or investigation;
- All electrical wiring shall be covered;
- All surface mounted wiring shall be enclosed in suitable plastic conduit;
- All Residual Current Device (RCD) consumer units shall be housed in a cupboard, with a childproof latch on the door to prevent access and cables under the meter shall be covered; and
- The Service Provider shall undertake PAT testing as required.

### **30.13 Stopcock**



- The location of the stopcock shall be identified.

### **30.14 Showers Fitted Above Baths**

Where showers are fitted above baths in a property:

- Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +);
- A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor;
- A wall bracket shall be provided for shower attachments; and
- The bath shall be of a reasonable design so as not to give rise to a slipping hazard to those who use the shower.

### **30.15 Flooring**

- The flooring shall be clean, free from defect, in good condition and adequately and appropriately secure;
- Provision for cleaning
- Carpets (or other suitable flooring) shall be provided. Carpets (or other suitable flooring) shall have a good quality underlay, be clean, of reasonable quality and free from all defects such as excessive wear, loose seams, tainting, bare patches and so on; and
- Laminate or other wooden flooring shall not be acceptable in flats above the ground floor level, because of potential noise disturbance.

### **30.16 Curtains/Blinds**

- There shall be either curtains or blinds at all windows in order to provide privacy and security. All curtains/blinds shall be clean, in good condition and fit the windows;
- Curtain rails shall be securely fitted above all windows; and
- Curtains shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned. Blinds shall be accepted in the absolute discretion of the Council.

### **30.17 Garden (where applicable)**

All gardens shall:

- Be cleared of rubbish and have all vegetation, shrubs and trees cut back;
- Have their walls and fences in good order;
- Have gates (if present) that operate well with gate posts/pillars that are secure;
- Have sheds or ancillary buildings (if present) which are empty, in good repair and safe; and
- The Service Provider will maintain the garden in a good state.

### **30.18 Rubbish Disposal**

All Properties shall have:

- Sufficient bins provided for normal young people use, depending on the size of the property, in a clearly defined and easily cleaned bin storage area or adequate refuse storage and disposal facilities.

### **30.19 Doors**

- All external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered;
- All internal doors shall open, close and fasten properly and have their keys removed; bathrooms and toilets shall be provided with a courtesy latch that could be forced open by an adult if a Young Person accidentally locks themselves in;
- All doors with large glass panels shall be fitted with safety glass or film; and
- Escape routes.

## **31. INDIVIDUAL ROOMS - MINIMUM REQUIREMENTS**

### **31.1 Bedroom Minimum Requirements**

There is no legal requirement on floor space in bedrooms however, under the Environmental Act 1990 the guidance is 90 square feet per person.

All bedrooms shall contain:

- Single Bed with a good quality mattress;
- Double Wardrobe, Chest of drawers, Bedside Cabinet, Mirror (Wall), Shelves (minimum of 2), Wall clock, Light shade for main light; and
- Minimum of 2 Double sockets

Bedrooms accessed off another bedroom shall not count as a separate room.

### **31.2 Lounge/Dining Room Minimum Requirements**

All lounge/dining rooms shall contain:

- Dining Table and Chairs;
- Enough seating for the number of young people living there;
- Lampshade for main light; and
- Curtain/Blinds.

The Service Provider shall provide soft furnishings and pictures throughout the accommodation to ensure that the property is welcoming to the young people living there.

### **31.3 Kitchen Minimum Requirements**

All kitchens shall be equipped with:

- Cooker (electric preferred);
- Microwave;
- Fridge/Freezer;
- Toaster;
- Kettle;
- Washing Machine;
- Clothes Airier;
- Iron/Ironing Board;
- Mop, bucket, broom, dustpan and brush;
- Drainer;
- First Aid Box that is fully stocked and regularly checked;
- Fire Blanket;
- Large Rubbish Bin with Lid;
- Hoover and Bags;
- Smoke Alarm;
- Cleaning materials;
- Curtain/Blind;
- Lino/Tiles/Wooden Floor; and
- Appropriate fire detectors (heat detectors are preferred to smoke detectors).

### **31.4 Bathroom & Toilets Minimum Requirements**

Bathrooms shall contain:

- Fixed Shower or Bath that is fitted securely with no leaks;
- Toilet;
- Mirror;
- Hand basin;
- Shower curtain/Glass/Plastic Screen;
- Hooks (4);
- Toilet Roll Holder;
- A lock from inside but also operable from outside.
- Generally the standard to be reached in a bathroom is one where normal usage will not lead to any water ingress into the structure of the property over the period of the lease;
- The bath shall be fitted securely and have appropriate sealing, grab rails and anti-slip surface;
- Any separate shower cubicles shall be tiled to a height of 1.8 metres on each wall; and

- All shower bases shall be adequately sealed and a curtain/door provided.

The toilet shall:

- Be clean;
- Free of defects;
- Contain a secure seat;
- Have a cistern that fills at a reasonable rate; and
- Contain a toilet roll holder; and
- The floor covering in separate WC shall be free of all defects. Vinyl flooring or tiles shall be preferred with sealing at the edges with silicone. Carpet shall not be acceptable.

### **31.5 Hallway Minimum Requirements**

All hallways shall contain:

- Front door mat;
- Bell or Intercom System that works;
- Lampshades for main lights; and
- Notice Board containing Key worker and social services emergency numbers, fire procedures, complaints, Children's Rights/Advocacy contact details.

Each property will have displayed in prominent positions or have supplied the Young Person with;

- Full address of the property and post code;
- The Service Provider's address and contact details;
- The Service Provider's out of hours emergency contact details;
- What to do in case of fire; and
- General house rules.

## **32. MOVING ON**

### **32.1 Belongings Left in the Property when Vacated**

The Service Provider shall make a full inventory of and store any belongings of the Young Person left in the Property for up to 2 months in cases where the Young Person's whereabouts are known and have been notified in writing, and for up to 6 months when the Young Person's whereabouts are unknown. All perishable food shall be disposed of within 2 days of any vacancy.

If any belongings have still not been collected after the permitted period set out above then the Service Provider shall dispose of the belongings as follows:

- Electrical appliances shall be disposed of as refuse and not reused;
- All other items shall be given to charity or disposed of, to offset the cost of storage; and
- The Service Provider shall not be liable for any damage or loss to the belongings.

## **32.2 Gaining Vacant Possession**

Once a booking has been cancelled the Council's involvement with the case shall cease. If the Young Person concerned fails to vacate the property, then the Service Provider shall follow the proper legal process to gain possession. Under no circumstances shall the Service Provider use any illegal means to evict the Young Person. All responsibility for evicting the Young Person shall lie entirely with the Service Provider. The Service Provider shall make available to the Council's Nominated Officer, on request, their procedure for dealing with eviction.

## **33. QUALITY ASSURANCE**

The Service Provider is responsible for ensuring consistent compliance with the standards contained within this Specification and shall have satisfactory systems for documenting, monitoring and ensuring such compliance.

The Service Provider shall notify the Council's Nominated Officer promptly and in writing of any failure to apply the standards contained within this Specification. Action shall be taken within a 24-hour period to rectify the situation.

The Service Provider shall continually demonstrate that the needs of the young people are being met. the Council retains the right to monitor the provision of the Service and to take measures to satisfy local requirements in relation to the quality of the Service.

The Service Provider will inform the Council's Nominated Officer of any complaints made about the Service, at the earliest opportunity.

The Service Provider shall have a policy and procedures in place to monitor the use of IT equipment and the internet by the children, young people and staff (including consultants).

The Service Provider shall comply with any instruction from the Council to rectify any deficiency in the quality of the Service within the time scales stipulated.

The Service Provider shall be responsible for notifying the Council's Nominated Officer of any significant events which affect or are likely to affect the delivery of the Services defined in the Specification.

The Service Provider shall permit interviews with staff and young people and shall allow members of the Council to inspect at any time, with or without notice, any records including staff files and accommodation relevant to the Service.

## **34. MONITORING ARRANGEMENTS**

### **34.1 Annual Reviews:**

The Council has developed a Monitoring Framework to be used on an Annual Basis (in conjunction with the outcomes framework as detailed in section 1 of this specification.

The Service Provider shall provide information relating to compliance with the terms and conditions of the **Supplier Agreement** and the Specification.

Annual Reviews will be held at the Service Provider's premises and these reviews will be held by officers from the Council and on occasions may take place in conjunction with young people.

The Service Provider will be notified who will be in attendance at the Annual Review meetings prior to the meeting taking place.

The Annual Review will monitor:

- Incident, including missing reports;
- Complaints / Complements;
- Staff Files, including supervision and appraisals;
- Young People's Files;
- DBS Checks;
- Policies and Procedures;
- Independent Living Skills Programmes;
- Interviews with staff members upon request;
- Accommodation through property inspections;
- Outcomes framework; and
- Service user feedback and service delivery.

The outcome of the Annual Review will determine the level of monitoring throughout the year which will be agreed between the Service Provider and the Council.

### **34.2 Quarterly Monitoring Meetings:**

The Service Provider shall complete and provide a copy of the Monitoring Return Form (to the Council on a quarterly basis to ensure the young people's outcomes are being met.

Quarterly monitoring meetings will be arranged by the Council at either the Service Provider's office or at the Council

### **34.3 Property Inspections:**

Unannounced property inspections will be made by the Council throughout the term of the **Supplier Agreement**.

The Service Provider shall allow any person authorised by the Council access to the property at any time.

The Service Provider shall ensure any recommendations following the inspections are rectified by the Service Provider in a timely manner and notification shall be made to the Nominated Officer once works or changes have been made.

### **35. MONITORING PROCEDURES**

Monitoring procedures will also take into account:

- Information from the Council's Social Workers and managers in respect of individual children and young people placed;
- Feedback to the Council from children/young people, parents, and staff either individually and/ or collectively; and
- Information obtained from the Council and other professional bodies or agencies.

### **36. COMPLAINTS**

The Service Provider shall ensure that a robust, well-publicised and accessible Complaints Policy is in place that allows young people to make a complaint about the Service they receive. This shall include timescales for the process and shall be approved by the Council.

The Complaints Policy shall be in line with the Children Act 1989 Representations Procedure (England) Regulations 2006. Advocacy services shall be offered in line with the Advocacy Services and Representations Procedure (Children) (Amendment) Regulations 2004.

### **37. EQUALITY AND DIVERSITY**

The Council has comprehensive Equal Opportunities Policies which aim to ensure legal requirements are met and to encourage anti-discriminatory practice in all areas including service delivery from services commissioned from external Service Providers.

The Service Provider shall maintain and comply with a comprehensive Equal Opportunities Policy.

Copies of all the Council's policies are available on request.

### **38 RADICALISATION AND PREVENT DUTY**

**The Service Provider shall be required to comply with:**

- 38.1. Section 26 of the Counter-Terrorism and Security Act 2015, places a duty on the Council in the exercise of its functions, to have “due regard to the need to prevent people from being drawn into terrorism”. The Government has issued statutory guidance named “Revised Prevent Duty Guidance: for England and Wales” published on 16<sup>th</sup> July 2015 which the Council must have regard to when carrying out the duty.
- 38.2. Service Providers on behalf of the Council must nominate a Prevent Lead and must ensure that the Council is kept informed at all times of the identity of the Prevent Lead.
- 38.3. To the extent applicable to the Services, and as agreed by the Council, the Providers must include in their policies and procedures, and comply with the principles and monitoring and reporting protocols contained in Prevent Duty Guidance such as;
- Carry out an annual Prevent related risk assessment
    - viewing local authority Prevent risk assessment
    - being aware of all the ways in which staff and service users may be vulnerable to becoming radicalised
    - identifying the levels of risk proportionate to your organisation
    - ensuring that all relevant policies and procedures are in place to mitigate that risk
    - regularly reviewing these risks and checking to ensure relevant procedures are being carried out.
  - Develop a Prevent Action - A Prevent action plan is a set of activities identified from your risk assessment to help your organisation mitigate against the risk of extremism or radicalisation
  - Staff Training - All frontline staff with direct contact to vulnerable individuals understand Prevent agenda and signs of radicalisation and extremism in terms of safeguarding. Frontline staff both understand and are confident in making referrals to local support pathways. Details on Prevent awareness training can be obtained via your Local Safeguarding Children Boards (LSCB) or Local Safeguarding Adult Board websites
  - Safety online – An organisational policy relating to the use of IT on the premises and IT filtering restricting access to harmful content and to prevent people from being drawn into terrorism.

## **39. EDUCATION, EMPLOYMENT AND TRAINING (EET)**

This is an area of priority for the Council and Service Providers will be key players in the increase of numbers of young people in education, employment and training opportunities.



Service Providers shall encourage and motivate young people to engage in attending all educational, employment or training opportunities that are available in the local area.

Service Providers shall support young people in undertaking any preparation work such as filling in application forms, attending job fairs and workshops, preparing them for interviews, updating CV's and ensuring young people attend interviews, as part of their independent living skills program.

There shall be an expectation that Service Providers support young people in aspects of maintaining their educational/employment placements, including with regular attendance by young people, supporting young people with meetings and any issues that may arise that could impact of them being excluded from their placements, Key Workers attending college evenings and liaising with educational or employment staff on a regular basis and supporting young people in the purchase of various materials they may require for their particular placement.

Service Providers shall inform the allocated worker within the local authority of any issues the Young Person maybe experiencing with their education or employment placement as soon as possible.

Service Providers shall maintain evidence of the support Key Workers are providing to young people and this will form part of the quarterly outcomes monitoring.

Service Providers can refer those that are aged 18 and over to the local authorities employment consultant or specialist services working with care leavers in their local areas in addition to the Young Person's DWP work coach if they are in receipt of benefits. If the Young Person is still in receipt of support the Key Worker will be expected to liaise with the Young Person's college or DWP work coach to ensure sustained education or employment.

#### **40. INDEPENDENT LIVING SKILLS**

This is also an area of priority for the council with each Young Person being expected to have an individualised independent living skills plan developed in conjunction between the Young Person, their Key Worker and consultation with all other professionals involved.

This plan is required to be SMART, regularly reviewed and include evidence of progression with the desired outcome of ensuring the Young Person is skilled to live independently and manage their own tenancy post 18 years of age.

### **PART B – SUPPLEMENTARY SERVICE SPECIFICATION**

**The following elements of the Service Specification shall apply to an Individual Placement Agreement as appropriate depending on the nature**

**of the Requirement, which shall be established: (a) by the description of the Services as set out in the Requirement issued by the Council under the DPS; and/or (ii) by reference to the particular Service Category of the DPS under which the Requirement was procured.**

## **ACCOMMODATION ONLY**

### **1. PRINCIPLES OF SERVICE**

The Service Provider shall provide a variety of accommodation for a number of young people. This will be houses (with no more than 3 sharing), two bedded properties, one bedded flats and studios.

Young people requiring this Service will be 18 years or over. They will fall into the category of being looked after, care leavers or other young people who come to the attention of the Council and are assessed as requiring supported housing.

Young people who are attending an educational establishment such as further education or are working may require accommodation only and the Council has a duty to support them as care leavers.

All accommodation provided shall comply with the Minimum Accommodation Standards detailed in the Main Service Specification.

#### **1.1 Additional Accommodation Requirements**

In addition to the minimum requirement the Service Provider shall also include a desk, chair and study lamp within the Young Person's bedroom.

The Service Provider shall ensure for all properties with a shared kitchen, all young people have a separate lockable storage allocated to them in the kitchen as well as their own fridge in their room.

The Service Provider shall ensure for properties with shared bathrooms, adequate toilet / bathroom facilities shall be in place in proportion with the number of young people in placement.

The Service Provider shall be aware that for shared accommodation, The Council shall not accept as suitable properties containing ground floor bathrooms accessible only via kitchens.

As stated for some young people who are aged 18 and over, rent only placements will be required, with the flexibility of being able to purchase support hours as and when assessed as being required. The support purchased could be from a different Service Provider.

The Service Provider should ensure the Young Person has signed a behaviour contract is an aware of consequences for non compliance.

### **1.3 Crisis Intervention**

Young people may from time to time experience a crisis which may affect their emotional well-being leading them to become challenging to work with. These young people may have experienced a number of placement or family breakdowns and require a period of time to undertake some intensive work in stabilising them.

## **2. AREAS OF NEED**

Referrals might include young people who may experience:

- (i) Substance Misuse issues**
- (ii) Mental Health issues**
- (iii) Young People with Disabilities**

This level of support may require the Service Provider to accommodate young people with a learning disability or on the autistic spectrum who require high levels of support. The Service Provider shall meet the additional accommodation and support requirements for these young people.

- (iv) Antisocial Behaviour/Complex Needs**

The Service Provider shall be required to provide accommodation to Young people who may present with a variety of needs such as antisocial behaviour and complex needs for example; gang affiliation, Domestic Violence, Offending/Criminal activity, Sexual Exploitation, Frequent Absconders, Sexual Predators, and will require a high level of social care intervention.

## **3. Post 18**

When young people reach the age of 18, the Council's aim is to offer them a seamless transition.

The Service Provider shall support young people to make appropriate welfare benefit applications in a timely manner and accept Housing Element once they reach the age of 18, therefore changing the nature of the relationship to one where a license agreement exists between the Service Provider and Young Person. Once Housing Element is awarded any shortfall between Housing Element and rent charged will be paid by the local Authority. -This will happen in consultation with the placement officer and welfare benefits officer at the service.

## **ACCOMMODATION AND SUPPORT**

### **1. PRINCIPLES OF SERVICE**

The Service Provider shall provide a variety of accommodation for a number of young people. This will be houses (with no more than 3 sharing), two bedded properties, one bedded flats and studios.

Young people requiring this Service will be 16 years or over. They will fall into the category of being looked after, care leavers or other young people who come to the attention of the Council and are assessed as requiring supported housing.

Young people who are attending an educational establishment such as further education or are working may require accommodation only and the Council has a duty to support them as care leavers.

All accommodation provided shall comply with the Minimum Accommodation Standards detailed in the Main Service Specification.

#### **1.1 Additional Accommodation Requirements**

In addition to the minimum requirement the Service Provider shall also include a desk, chair and study lamp within the Young Person's bedroom.

The Service Provider shall ensure for all properties with a shared kitchen, all young people have a separate lockable storage allocated to them in the kitchen as well as their own fridge in their room.

The Service Provider shall ensure for properties with shared bathrooms, adequate toilet / bathroom facilities shall be in place in proportion with the number of young people in placement.

The Service Provider shall be aware that for shared accommodation, the Council shall not accept as suitable properties containing ground floor bathrooms accessible only via kitchens.

#### **1.2 Support**

The levels of support to be provided in this LOT are as detailed in the Main Service Specification.

As stated for some young people who are aged 18 and over, rent only placements will be required, with the flexibility of being able to purchase support hours as and when assessed as being required,

All support packages will be reviewed regularly by the Council's case holders in consultation with Key workers and young people. The Service Provider shall provide a sliding scale of support as and when the young people develop the skills to live more independently. All support plans must be SMART and identify the planned steps and actions to be taken to increase the Young Person's independent living skills, stability in education/ employment or training and emotional resilience, in line with planned reduction in support hours.

The Service Provider shall implement robust support plans with clear aims and objectives and milestones for skills development. Depending on the Young Person's need, either weekly or monthly Key Work reports are required by the local authority.

The Service Provider shall facilitate house meetings no less than each quarter. These meetings shall be recorded with a copy of the minutes provided to the Council.

The Service Provider should ensure the Young Person has signed a behaviour contract is an aware of consequences for non compliance.

### **1.3 Crisis Intervention**

Young people may from time to time experience a crisis which may affect their emotional well-being leading them to become challenging to work with. These young people may have experienced a number of placement or family breakdowns and require a period of time to undertake some intensive work in stabilising them.

## **2. AREAS OF NEED**

The Service Provider shall work with young people who have needs in the following areas:

### **2.1 Substance Misuse**

The Service Provider shall work with young people who misuse drugs, alcohol or chemical inhalation.

The Service Provider shall establish links and work in partnership with local health services or third sector organisations in order to support and address the needs of young people with their dependency. This includes support with any treatment plans or medication.

In addition to the mandatory training for staff as detailed within the Main Service Specification the Service Provider shall ensure that staff undergo

additional training in substance misuse awareness and working with young people who misuse alcohol and illegal substances.

## **2.2 Mental Health**

The Service Provider shall provide supported accommodation to young people who are experiencing mental health difficulties, some of whom may have recently been discharged from hospital, had a recent crisis or are being supported by local CAMHS Services.

The Service Provider does not necessarily require a qualified mental health professional within their staff team but shall ensure throughout the term of the Framework Agreement that staff has the experience and awareness of the effects of mental illness on young people.

The Service Provider shall work in partnership with mental health professionals and shall support young people with any treatment plans. This includes medication and any therapeutic interventions.

In addition to the mandatory training for staff as detailed within the main Service Specification, the Service Provider shall ensure that staff undergo additional training in mental health awareness and working with young people who experience poor mental health.

## **2.3 Young People with Disabilities**

This level of support may require the Service Provider to accommodate young people with a learning disability or on the autistic spectrum who require high levels of support. The Service Provider shall meet the additional accommodation and support requirements for these young people.

## **2.4 Antisocial Behaviour/Complex Needs**

The Service Provider shall be required to provide accommodation to Young people who may present with a variety of needs such as antisocial behaviour and complex needs for example; gang affiliation, Domestic Violence, Offending/Criminal activity, Sexual Exploitation, Frequent Absconders, Sexual Predators, and will require a high level of social care intervention.

The Service Provider shall support young people who may have been released from secure units or youth offending institutes. The Service Provider shall also support young people on referral orders, bail conditions set by the courts or young people on 'tags'.

The Service Provider shall ensure that staff contribute to court reports and support and attend court with young people.

Gang culture within the Borough is on the increase and there will be a number of young people who will be involved with local gang culture. The Service

Provider shall undertake some intensive work with these young people in order to reduce their vulnerability to other gang members and criminal activity.

In addition to mandatory training the Service Provider shall ensure that staff are experienced and knowledgeable and have undertaken specific training to meet the individual support needs of each Young Person.

## **2.5 Post 18**

When young people reach the age of 18, the Council's aim is to offer them a seamless transition.

The Service Provider shall support young people to make appropriate welfare benefit applications in a timely manner and accept Housing Element from the Young Person once they reach the age of 18, therefore changing the nature of the relationship to one where a license agreement exists between Service Provider and Young Person. Rent due once this arrangement is made shall in the main be the responsibility of the Young Person and the Service Provider, in consultation with the placement officer and welfare benefits officer at the service.

## **YOUNG PEOPLE WHO ARE PARENTS**

### **1. PRINCIPLES OF SERVICE**

Provision of these Services is to ensure that Young parents are given a safe and supportive environment, where they can live together with their children.

The Service Provider shall ensure that these placements provide a structured and holistic setting.

The overall purpose and role of the Service Provider shall be to facilitate preparation for independent living whilst identifying the parent/s strengths and weaknesses in caring for their child/ren.

The Service Provider shall support parents in developing their parenting skills. The Service Provider does not necessarily require a qualified professional within their staff team but shall ensure that staff has the experience and skills to work with young families.

The Service Provider shall work in partnership with all relevant professionals as outlined in the Individual Young Person's Placement Agreement and subsequent reviews.

The Service Provider shall;

- Assist parents to develop community links which will enhance their capacity to parent and live independently within their community;
- Support parents, to build their confidence and self esteem;

- Ensure that children are safeguarded and promote the child/ren's welfare and rights at all times;
- Provide support to access local childcare provisions;
- Empower parent/s to live independently, within the community whilst developing their practical skills;
- Support access to local workshops and parenting classes;
- Provide a structured and ordered framework for daily living;
- Provide a comprehensive programme of support and development training aimed at independent living and parenting skills;
- Carry out ongoing evaluation of parent/s capacity and development throughout the duration of placement;
- Provide honest and impartial feedback to both parents and professionals;
- Provide guidance and support to the family to enable them to care for their child/ren independently in the community; and
- Have an understanding of attachment and how to support parents to develop this with their child(ren)

### **1.1 The Types of Accommodation Required**

The Service Provider shall supply accommodation as follows:

- Self Contained Accommodation
- Shared
- 24 hour accommodation

The Service Provider shall ensure all accommodation provided shall comply with the Minimum Accommodation Standards detailed in the Main Service Specification

### **1.2 Additional Accommodation Requirements**

Accommodation in LOT 3 shall also include a desk, chair and study lamp (if requested).

The Service Provider shall provide a Cot/Cot bed that is ready for use.

All properties shall have a bath accessible to the young people.

The Service Provider shall ensure that in properties with shared bathrooms, adequate toilet / bathroom facilities shall be in place in proportion with the number of young people and children in placement.

The Service Provider shall ensure that in properties with a shared kitchen, all young people shall have a separate lockable storage cupboard allocated to them in the kitchen as well as fridges in their own rooms.

### **1.3 Additional Welcome Packs**



If required, the Service Provider shall supply an additional welcome pack as follows:

- Baby Child Bedding Bundle ( 2 x Sheets, 2 x Blankets);
- New Cot/Cot Bed Mattress;
- Nappies;
- Cotton Wool;
- 2 x Baby Grows (new born); and
- Toiletries bag (sanitary towels and Nursing Pads).

#### **1.4 Risk Assessment**

Annual Risk Assessments shall be carried out by the Service Provider on each property. The Risk Assessment shall encompass safety inside and outside the home for babies/young children.

Any facilities or equipment (including toys) shall meet current British Safety Standards and shall be included in all Risk Assessments.

#### **1.5 Health and Safety**

All accommodation shall be provided with the appropriate safety equipment, including, but not limited to:

- Plug socket covers;
- Cupboard locks;
- Safety Gates;
- Window Locks;
- Baby Bath;
- Baby Monitors;
- Thermometers in bedrooms; and
- Fridge Lock.

## **2. 24 HOUR ACCOMMODATION**

### **2.1 Staffing**

The Service Provider shall provide 24 hour staffing; this includes a sleeping in or waking person at night. A staff member shall be available at all times in order to support, safeguard and monitor young people throughout the 24 hour cycle.

The Service Provider shall give all staff access to an emergency service in order to obtain advice or additional staff.

The Service Provider shall be required to log activities within the unit every 2-4 hours based on individual needs. These recordings shall contribute to the

assessment of a Young Parent, and can be used as evidence in legal proceedings.

The Service Provider shall ensure that all handovers at the end of each shift are comprehensive with an element of planning for the next shift and what will be required of staff. Logs shall be used as a general overview of the management of the unit

The Service Provider shall ensure that there are sufficient procedures in place to ensure that the unit is appropriately staffed at all times. Staff shall be available to attend all required appointments, Meetings and Key working sessions. The Service Provider will have a structure in place to ensure that any emergencies can be covered whilst ensuring that the unit remains adequately staffed.

### **3. VISITORS AND CONTACT**

#### **3.1 Visitors**

Visitors shall not be permitted to enter the unit unless prior agreement has been made with the Allocated Worker as part of the Individual Young Person's Placement Agreement. All visits shall be recorded along within the units' logs.

#### **3.2 Crisis Intervention**

Young people may from time to time experience a crisis which may affect their emotional well-being leading them to become challenging to work with. These young people may have experienced a number of placement or family breakdowns and require a period of time to undertake some intensive work in stabilising them.

### **4. AREAS OF NEED**

The Service Provider shall work with young people who have needs in the following areas

#### **4.1 Substance Misuse**

The Service Provider shall work with young people who misuse drugs, alcohol or chemical inhalation.

The Service Provider shall establish links and work in partnership with local health services or third sector organisations in order to support and address the needs of young people with their dependency. This includes support with any treatment plans or medication.

In addition to the mandatory training for staff as detailed within the Main Service Specification the Service Provider shall ensure that staff undergo

additional training in substance misuse awareness and working with young people who misuse alcohol and illegal substances.

## **4.2 Mental Health**

The Service Provider shall provide supported accommodation to young people who are experiencing mental health difficulties, some of whom may have recently been discharged from hospital, had a recent crisis or are being supported by local CAMHS Services.

The Service Provider does not necessarily require a qualified mental health professional within their staff team but shall ensure throughout the term of the Framework Agreement that staff have the experience and awareness of the effects of mental illness on young people.

The Service Provider shall work in partnership with mental health professionals and shall support young people with any treatment plans. This includes medication and any therapeutic interventions.

In addition to the mandatory training for staff as detailed within the Main Service Specification, the Service Provider shall ensure that staff undergo additional training in mental health awareness and working with young people who experience poor mental health.

## **4.3 Young People with Disabilities**

This level of support may require the Service Provider to accommodate young people with a learning disability or on the autistic spectrum who require high levels of support. The Service Provider shall meet the additional accommodation and support requirements for these young people.

## **4.4 Antisocial Behaviour/Complex Needs**

The Service Provider shall be required to provide accommodation to Young people who may present with a variety of needs such as antisocial behaviour and complex needs for example: gang affiliation, Domestic Violence, Offending/Criminal activity, Sexual Exploitation, Frequent Absconders, Sexual Predators, and will require a high level of social care intervention.

Their own child may also be subject to child protection and care proceedings and the young parent require support in relation to these processes.

The Service Provider shall support young people who may have been released from secure units or youth offending institutes. The Service Service Provider shall also support young people on referral orders, bail conditions set by the courts or young people on 'tags'.

The Service Provider shall ensure that staff contribute to court reports and support and attend court with young people.

Gang culture within the Borough is on the increase and there will be a number of young people who will be involved with local gang culture. The Service Provider shall undertake some intensive work with these young people in order to reduce their vulnerability to other gang members and criminal activity.

In addition to mandatory training the Service Provider shall ensure that staff are experienced and knowledgeable and have undertaken specific training to meet the individual support needs of each Young Person.

#### **4.5 Post 18**

When young people reach the age of 18, the Council's aim is to offer them a seamless transition.

The Service Provider shall support young people to make appropriate welfare benefit applications in a timely manner and accept Housing Element from the Young Person once they reach the age of 18, therefore changing the nature of the relationship to one where a license agreement exists between Service Provider and Young Person. Rent due once this arrangement is made shall in the main be the responsibility of the Young Person and the Service Provider, in consultation with the placement officer and welfare benefits officer at the service.

## **5. MEETINGS**

### **5.1 Placement Review Meetings**

The Service Provider shall hold 4 to 6 weekly Placement Review Meetings at the property. These Meetings shall monitor progress made and shall outline the support plan and targets for the following period. The Meetings shall be attended by the Young Person's and child/ren's social worker/s, Key worker, parent/s and any other relevant persons.

## **6. REPORTING**

### **6.1 Key working Reports**

In addition to areas covered within the Main Service Specification the Council requires the Service Provider to supply the following monitoring reports:

- Baby /Child's daily routine (including sleep patterns);
- Safe use of equipment (e.g. use of steriliser);
- Feeding Routine (including nutrition and balanced diets);
- Parent's ability to safeguard child/ren;
- Family relationship and parent and child interaction;
- Self care, personal hygiene;

- Understanding of child/ren developmental stages;
- Health and welfare of the family; and
- Applications for Welfare Benefits.

## **SUPPORTED LODGINGS**

### **1. Introduction**

Supported Lodgings is a form of supported accommodation for young people aged 16-25 years who are not ready to live independently for a variety of reasons.

The Communities and Local Government (CLG) report 'Making a difference - supported lodgings as a housing option for young people', in the introduction states "Supported lodgings services provide a Young Person with a room of their own in a private home where they are a member of the household, but are not expected to become a member of the family. The household or host provides a safe and supportive environment, working alongside professional services to help and support the Young Person in gaining skills for independent adult life."

### **2. Service Users**

The Service shall meet the needs of young people from a diverse range of cultural and ethnic backgrounds, including but not limited to:

- Vulnerable single young men;
- Vulnerable single young women;
- Young offenders;
- Unaccompanied asylum seeking children;
- Care leavers wishing to remain in a household setting;
- Young people with mild learning difficulties who are not eligible for a service from adult social care;
- Young people who would not be able to sustain a placement in a larger setting; and
- Young single parents and their young children

### **3. Supported Lodgings Household Requirements**

Applicants to be 'Supported Lodging Households' shall:

- Provide a room which will be solely for the Young Person's use;
- Provide access to kitchen facilities for the storage of food, kitchen utensils and preparation of meals;
- Provide bathroom and toilet facilities that are lockable to allow privacy;
- Meet minimum standards for health and safety within the home;
- Provide an area where the Young Person can study; and
- Provide support for the Young Person.

#### **4. The Core Tasks of the 'Supported Lodgings Household' are:**

- To support young people to develop life skills to enable them to lead independent lives;
- To be enablers/motivators for the Young Person;
- To be perceptive and understanding – particularly to know when to let the Young Person get on with things and when to intervene;
- To liaise with the Key worker, Supported Lodgings Coordinator and other agencies; and
- To provide support in pursuit of education, employment or training.

#### **5. Supported Lodgings Household Assessment, Approval and Support**

The Service Provider shall:

- Advertise for, recruit and train suitable local Supported Lodging Households, to offer accommodation and support to young people.
- Comprehensively assess the Supported Lodgings household in terms of having necessary skills, commitment and aptitude to host young people in their homes, by way of interviews, references, and enhanced DBS checks.
- Ensure the Assessment of the Supported Lodgings Household includes the extended family, neighbours and friends.
- Approve, induct and train Supported Lodgings Households in ways that are appropriate to the role that they are to carry out.
- Advise Supported Lodgings Households on the financial implications of having a Supported Lodger.
- Ensure accommodation used by a Young Person on the scheme is safe and that appropriate devices such as smoke alarms are present.
- Ensure that the Young Person has Key working sessions covering different areas and using the Preparation for Adult Life pack, and being guided by the Pathway Plans/Care Plans/Assessments as appropriate.
- Hold an annual review of the Supported Lodgings Household to take into consideration placements, health & safety and support offered.
- Provide practical support to ensure the Young Person's welfare and Housing Element claim is made (if appropriate) and any issues are resolved as necessary.
- Ensure that each Young Person adopts a realistic approach to their move-on options.
- Assist each Young Person to access, move to and maintain move-on accommodation.
- Ensure good practice and procedures are in place in the safeguarding of children and adults, and specifically understand the requirement to

report any concerns, without delay, to the appropriate social work team within the Council.

- Provide a rapid response to issues around risk factors associated to mental health, substance use, criminal justice issues and conflict resolution.

The Service Provider shall have a nominated Supported Lodgings Coordinator who will offer an average of 3 hours support per week to Host Households and young people where appropriate.

In the first four weeks of the placement the Supported Lodgings Coordinator shall offer the Host Household and the Young Person 4 hours support per week.

The Service Provider shall ensure that the Supported Lodgings Coordinator and other support staff have the necessary skills, knowledge and commitment to deliver a high quality Service in accordance with this Service Specification and that staff are assisted to this end through their line management structures.

## **6. Child Protection & Safeguarding**

The Service Provider shall ensure that all members of Host Households over the age of 16 have an enhanced DBS check and that the outcome of such check is reported to the Nominated Officer of the Council.

The Service Provider shall also ensure that all regular overnight visitors over 16 years of age to the Host Household also have an Enhanced DBS check.

The Service Provider shall ensure that the Nominated Officer of the Council is informed of all visitors to the Young Person.

If the Supported Lodgings Household is to have a visitor the Service Provider shall ensure that the Nominated Officer of the Council is informed of this visit with as much notice as possible to enable a Risk Assessment and subsequent plan to be made. In such situations this may include:

- the Supported Lodgings Coordinator meeting with this visitor;
- re-assurance given that the visitor will not be left alone with the Young Person; and/or
- an overseas criminal check being carried out, where applicable.

## **7. Post Eighteen**

The Service Provider shall ensure that where there is an agreement between the Supported Lodgings Household and the Young Person, the option to extend the placement beyond the Young Person reaching 18 years old is

acceptable. However the Young Person will need to claim Housing Element payment in these circumstances.

## **24 HOUR SUPPORTED ACCOMMODATION**

### **1. PRINCIPLES OF SERVICE**

The Service Provider shall provide a variety of accommodation which is staffed 24 hours a day.

Young people requiring this Service will be 16 years or over. They will fall into the category of being looked after, care leavers, homeless or other Young People who come to the attention of the Council and are assessed as requiring 24 Hour support.

#### **1.1. Accommodation**

The Service Provider shall provide alternative accommodation to the Council at short notice if required and be able to provide stand alone accommodation if required.

The Service Provider shall ensure that all accommodation provided complies with the Minimum Accommodation Standards detailed in the Main Service Specification.

In addition to the Main Service Specification the Service Provider shall include a desk, chair and study lamp within the Young Person's bedroom.

The Service Provider shall ensure that for all properties with a shared kitchen, all Young People shall have a separate lockable storage allocated to them in the kitchen as well as their own fridge.

The Service Provider shall ensure that properties with shared bathrooms have adequate toilet / bathroom facilities in place that are in proportion with the number of Young People in placement.

#### **1.2. Crisis Intervention**

Young people may from time to time experience a crisis which may affect their emotional well-being leading them to become challenging to work with. These Young People may have experienced a number of placement or family breakdowns and require a period of time to undertake some intensive work in stabilising them.

The Service Provider shall provide a high level of intense support to these Young People. The majority of these placements will be time limited as the outcome required will be that Young People become stable and are able to



move into a group setting or shared housing placement /step down provision with the desired aim of reducing support, based on increased resilience and independent development skills of the Young Person.

The service requirements may vary in regards to the type of accommodation required depending on the individual needs of Young People. The Service Provider shall be capable of offering 24 hour staffed group settings as well as 24 hour staffed stand alone accommodation to this group of Young People.

## **2. AREAS OF NEED**

The Service Provider shall work with Young People who have needs in the following areas:

### **2.1 Substance Misuse**

The Service Provider shall work with Young People who misuse drugs, alcohol or chemical inhalation.

The Service Provider shall establish links and work in partnership with local health services or third sector organisations in order to support and address the needs of Young People with their dependency. This includes support with any treatment plans or medication.

In addition to the mandatory training for staff as detailed within the Main Service Specification the Service Provider shall ensure that staff undergo additional training in substance misuse awareness and working with Young People who misuse alcohol and illegal substances.

### **2.2 Mental Health**

The Service Provider shall provide supported accommodation to Young People who are experiencing mental health difficulties, some of whom may have recently been discharged from hospital, had a recent crisis or are being supported by local Child and Adolescent Mental Health Services (CAMHS).

The Service Provider does not require a qualified mental health professional within their staff team but shall ensure throughout the term of the Framework Agreement that staff have the experience and awareness of the effects of mental illness on young people.

The Service Provider shall work in partnership with mental health professionals and shall support Young People with any treatment plans. This includes medication and any therapeutic interventions.

In addition to the mandatory training for staff as detailed within the Main Service Specification, the Service Provider shall ensure that staff undergo additional training in mental health awareness and working with Young People who experience poor mental health.

### **2.3 Young People with Disabilities**

This level of support may require the Service Provider to accommodate Young People with a learning disability or on the autistic spectrum who require high levels of support. The Service Provider shall meet the additional accommodation and support requirements for these young people.

### **2.4 Antisocial Behaviour/Complex Needs**

The Service Provider shall be required to provide accommodation to young people who may present with a variety of needs such as antisocial behaviour and complex needs for example; gang affiliation, Domestic Violence, Offending/Criminal activity, Sexual Exploitation, Frequent Absconders, Sexual Predators, and will require a high level of social care intervention.

The Service Provider shall support young people who may have been released from secure units or youth offending institutes. The Service Provider shall also support young people on referral orders, bail conditions set by the courts or young people on 'tags'.

The Service Provider shall ensure that staff contribute to court reports and support and attend court with young people.

Gang culture within the Council is on the increase and there will be a number of young people who will be involved with local gang culture. The Service Provider shall undertake some intensive work with these young people in order to reduce their vulnerability to other gang members and criminal activity.

In addition to mandatory training the Service Provider shall ensure that staff are experienced and knowledgeable and have undertaken specific training to meet the individual support needs of each Young Person.

### **2.5 Staffing**

The Service Provider shall provide 24 hour staffing; this includes a sleeping in or waking person at night as required. A staff member shall be available at all times in order to support, safeguard and monitor young people throughout the 24 hour cycle.

The Service Provider shall give all staff access to an emergency service in order to obtain advice or additional staff.

The Service Provider shall ensure that staff record logs every 3 hours of all the activity within the unit and on individual young people. These recordings may be used in the assessment of individual young people, as evidence in legal proceedings and as a general overview of the management of the unit.

Recordings will be requested for the purposes of the Council's monitoring visits.

All handovers at the end of each shift shall be comprehensive with an element of planning for the next shift and what will be required of staff.

The Service Provider shall ensure that there are sufficient procedures in place to ensure that the unit is appropriately staffed at all times. Staff shall be available to attend all required appointments, Meetings and Key working sessions. The Service Provider will have a structure in place to ensure that any emergencies can be covered whilst ensuring that the unit remains adequately staffed.

### **3. HEALTH AND SAFETY**

#### **3.1 Visitors and Contact and Behaviour**

The Service Provider shall outline the policy for visitors to young people within their Individual Young Person's Placement Agreement with the Young Person.

Visitors shall not be permitted to enter the unit unless prior agreement has been given by the Key worker as part of the Individual Placement Plan. All visits shall be recorded within the 3 hourly logs.

The Service Provider should ensure that the Young Person has signed a behaviour contract and he/she is aware of consequences for non compliance.

#### **3.2 Additional Requirements**

The Service Provider shall have in place a system of daily checks. These checks shall be recorded and shall cover the whole of the property, including young people's rooms, communal areas and the outside of the property.

The Service Provider shall complete an annual health and safety assessment of all properties used under this specific LOT.

The Service Provider shall ensure that all HMO properties comply with the legislation in regards to the property. The authority responsible for HMO registrations will conduct an annual review of these properties.

#### **3.3 Medication**

Storage and monitoring of medication shall be agreed with the Service Provider, the Council and in conjunction with the Young Person as part of the Individual Young Person's Placement Agreement.

The Service Provider shall be responsible for notifying the Council of any concerns in relation to the Young Person not taking their medication.

#### **3.4 Room Searches**

The Service Provider shall, if required, conduct room searches in order to identify items that could put the Young Person's safety at risk, including drugs, guns, medication, sharp items and stolen property. Searches shall be carried out in line with Risk Assessments, risk management plans and in partnership with young people where possible.

The Service Provider shall inform all young people at the time of placement that these searches may be carried out.

The Service Provider shall ensure that all room searches are carried out by two members of staff ideally with the Young Person or Allocated Worker present.

The Service Provider must ensure that all searches are recorded in the Log Book and on the Young Person's file.

### **3.5 Young People transferring from 24 hour support to Semi – Independent**

The Service Provider shall assist Young People who are 16+ with the move into semi-independence.

The Service Provider shall continue to provide outreach support during the time of transition, which will be planned in accordance with the identified needs of the Young Person.

### **3.6 Post 18**

When young people reach the age of 18 the Council's aim is to offer them a seamless transition.

The Service Provider shall support young people to make appropriate welfare benefit applications in a timely manner and accept Housing Element from the Young Person once they reach the age of 18, therefore changing the nature of the relationship to one where a license agreement exists between Service Provider and Young Person. Rent due once this arrangement is made shall in the main be the responsibility of the Young Person and the Service Provider, in consultation with the placement officer and welfare benefits officer at the service





