

DATED 26 April 2016

OXFORDSHIRE COUNTY COUNCIL

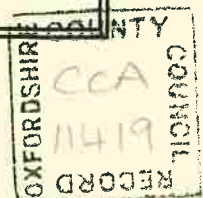
- and -

MAYDAY TRUST

**CONTRACT
FOR THE PROVISION OF
HOUSING RELATED SUPPORT SERVICES
FOR HOMELESS PEOPLE AND SUBSTANCE MISUSERS**

Contract ID number 114

Nick Graham
Chief Legal Officer and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Solicitor Ref: bm/046623
LS0.20 Middle Ranking Services Contract



CONTRACT FORM

THIS CONTRACT is made the 26 day of April 2016

BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the "**Council**"); and
- (2) **Mayday Trust** (Company registered number 02911222) whose registered office is at Unit 10 Webb Ellis Business Park, Woodside Park, Rugby, Warwickshire, CC2 2NP (the "**Service Provider**").

WHEREAS:

- (A) The Council is required under Section 2 of the Local Government Act 2000 to provide services to local inhabitants to promote their well-being.
- (B) The Council issued an Invitation to Tender on 29 May 2015 (the "ITT") to potential providers (including the Service Provider) in respect of the provision of the Services and invited potential providers (including the Service Provider) to provide tenders in connection with their respective proposals and the Council's requirements for the provision of the Services (including, where applicable, the provision of appropriate Premises to enable delivery of the Services to Service Users).
- (C) The Service Provider submitted its tender on 31 July 2015 in response to the ITT.
- (D) On the basis of the Provider's tender the Council has selected the Service Provider to provide the Services and the Provider undertakes to provide the same on the terms set out below.

IT IS AGREED that this Contract comprises this Contract Form and the following documents attached to it:

The Particulars

The Conditions of Contract

The Schedules

- Schedule 1 Specification
- Schedule 2 Finance
- Schedule 3 Monitoring/Review
- Schedule 4 Safeguarding Policies and Procedures
- Schedule 5 Information Governance
- Schedule 6 Pension Admission Agreement

Annexes

Annex A Method Statement – Not used

In the event and to the extent of any conflict or inconsistency between the Particulars, the Conditions of Contract, the Schedules and any Annexes, the following order of priority between them shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

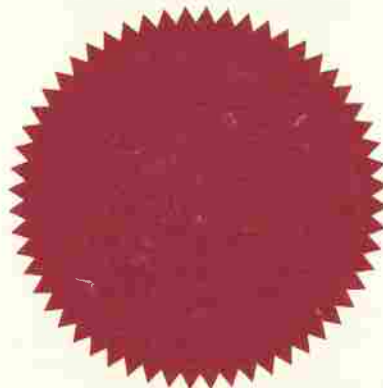
- the Particulars incorporating any special terms shall prevail over the Conditions of Contract, the Schedules and the Annexes;
- the Conditions of Contract shall prevail over the Schedules and the Annexes; and
- the Schedules shall prevail over the Annexes, save where and to the extent that any provisions of Annex A exceed the requirements set out at Schedule 1.

IN WITNESS of which the parties have executed this as a Deed the day and year first before written.

THE COMMON SEAL OF
OXFORDSHIRE COUNTY COUNCIL

Was hereunto affixed in the presence of:

S. Whitehead
.....
~~Chief Legal Officer~~ / Designated Officer



135/16

For and on behalf of the Service Provider:

(a) Under Seal

THE COMMON SEAL OF

Mayday Trust

Was hereunto affixed in the presence of:

..... Director (*signature*)

..... *Print name*

..... Director/Secretary (*signature*)

..... *Print name*

OR

(b) Under Hand


Signed as a Deed by

Mayday Trust

Acting by a Director and its Secretary or two Directors

.....  Director (*signature*)

..... JOHN REED *Print name*

.....  Director/Secretary (*signature*)

..... GILLIAN JACKSON *Print name*

(c) Under Hand (Single Director)

Signed as a Deed by

Mayday Trust

Acting by a Director

..... Director (*signature*)

..... *Print name*

in the presence of:

Witness Signature

Witness Name

Address:

Occupation:

PARTICULARS

1. Commencement Date is 1 February 2016
2. Contract Period is three (3) years from and including the Commencement Date.
3. The Council's option to extend in Condition 7 applies and the Contract Period may be extended for up to 12 months in aggregate. The notice period for the exercise of the option is 3 months instead of 6 months.
4. The Council's right to terminate or reduce the Services due to a reduction in funding at Condition 27.6 applies.
5. The Council's right to break the Contract in Condition 28 applies and the notice period is 6 months.
6. Contract Price is the price set out in the Finance Schedule
7. Council's Contact is Lorraine Donnachie – Commissioning and Contracts Officer
8. Service Provider's Representative is
Dave Cusack – Director of Operations
9. Insurance Requirements include the following:

Type of Insurance	Required (Yes/No)	Level (£) (minimum) on an each and every claim basis
Trustee Liability (Condition 22.1.3) <i>(unincorporated charities only)</i>	No	N/A
Fidelity Guarantee (Condition 22.1.4) <i>(required where a charity is being paid in advance)</i>	No	N/A
Professional Indemnity (Condition 22.1.5)	Yes	£2,000,000

10. The Council's email address for notices is
Lorraine.donnachie@oxfordshire.gov.uk
11. The Service Provider's email address for notices is
david.cusack@maydaytrust.org.uk.
12. The Council's postal address for notices shall be as set out at Condition 26.1.

13. The period in Condition 30.7 (Force Majeure) shall be two months instead of one month.
14. The names and/or job titles of persons to whom disputes should be referred under Condition 32.1 are:

For the Council: Director of Adult Social Services

For the Service Provider: Pat McArdle – Chief Executive Officer

15. Special Conditions –The following special conditions apply.

A Additional Conditions

SC1. Termination under the Public Contract Regulations 2015

SC1.1. If the Service Provider was, at the time of contract award, in one of the situations referred to in Regulation 57(1) (including as a result of the application of Regulation 57(2)) of the Public Contracts Regulations 2015, the Council may, without prejudice to any other rights or remedies of the Council, terminate the Contract by notice in writing, such notice to have effect from the date specified in it.

SC1.2. Termination pursuant to Condition SC1.1 shall be deemed to be termination under Condition 27.2 for the purposes of Conditions 27.3 and 29.3.

SC1.3. If the circumstances allowing the Council to terminate the Contract pursuant to Condition SC1.1 arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.

SC1.4. In the event that:

SC1.4.1. the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contract Regulations 2015; or

SC1.4.2. the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaty on the Functioning of the European Union or the Treaty on the European Union and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union,

the Council may, without prejudice to any other rights or remedies of the Council, terminate the Contract by giving reasonable notice to the Service Provider.

SC2. Termination

SC2.1. Without prejudice to the generality of Condition 27, the parties agree that material Defaults which are not capable of remedy for the purposes of Condition 27.2.2 include but are not limited to:

SC2.1.1. If, as a result of any misconduct or mismanagement on the part of the Service Provider, a Regulatory Body directs an inquiry into or makes an order of any kind in relation to the Service Provider's affairs and any registration which the Service Provider must maintain in order to provide any of the Services is withdrawn or cancelled or is threatened to be cancelled;

SC2.1.2. If the Service Provider fails (without proper justification) to take appropriate remedial action (within the timescales as the Council shall reasonable require having regard to the gravity of the failure) to secure removal of a red or amber traffic light status rating issued by the Council in relation to the Service Provider's compliance with the performance standards against which the Services are required to be delivered;

SC2.1.3. If a Service User dies or suffers serious physical injury due to a breach or omission by the Service Provider of its obligations under the Health and Safety at Work Act 1974 which breach results in (or is likely to result in) a fine being imposed by the Health and Safety Executive on the Service Provider;

SC2.1.4. If, following the death or serious injury of a Service User, a Serious Case Review into the death or serious injury determines that the Service Provider is at fault.

SC2.1.5. If the Service Provider repeatedly and / or persistently fails to provide the data required under SC17 within the format or timescales required.

SC3. Criminal Record Checks

SC3.1. The Service Provider shall:

SC3.1.1. ensure that Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and, where the Services involve a Regulated Activity, all Staff carrying out a Regulated Activity are subject to a valid criminal record check undertaken through the DBS (either by the Service Provider undertaking such check or by the Service Provider carrying out a status check of the Staff member's certificate with the DBS) at an enhanced level where permissible and including a check against the adults' barred list and/or the children's barred list where permissible;

SC3.1.2. where:

- a) Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975; and/or
- b) Staff carrying out a Regulated Activity, where the Services involve a Regulated Activity,

have lived and/or worked abroad for a continuous period of more than 6 months at any time since the age of 16, obtain a criminal records check, or 'Certificate of Good Character', from their country of origin and those countries in which they have lived and /or worked. Where such checks or certificates and other documentation are provided in a foreign language they must be translated and that translation supported by a "Certificate of Authenticity of Translation";

SC3.1.3. monitor its procedures to ensure that the appropriate checks are carried out for all Staff; and

SC3.1.4. ensure that all Disclosures pursuant to Condition SC3.1.1 are renewed as required by any relevant Enactments and, in respect of any Staff working in domiciliary care and/or working with children, not less than every three (3) years and that the Service Provider checks Disclosures upon renewal.

SC3.2. Pending the receipt of the relevant Disclosure no member of Staff requiring a Disclosure under Conditions SC3.1.1 and SC3.1.2 shall be used in the provision of the Services unless

in the case of Staff carrying out a Regulated Activity such member of Staff is accompanied at all times by a DBS Checked Member of Staff, the Council's consent has been obtained and any relevant provisions in Schedule 4 have been complied with.

- SC3.3. The Service Provider shall obtain the written consent of the Staff referred to in Conditions SC3.1.1 and SC3.1.2 to pass the Disclosures to the Council where those Disclosures reveal a conviction or other relevant information which indicates such Staff may pose a risk to the Council, Council staff or users of Council services.
- SC3.4. Where a Disclosure reveals a conviction or other relevant information (as defined in SC3.3 above) the Service Provider shall carry out a risk assessment in accordance with the Council's instructions and shall share the details of such risk assessment with the Council's Contact.
- SC3.5. The Service Provider shall ensure that where a conviction or other relevant information (as defined in Condition SC3.3 above) is revealed by a Disclosure or otherwise no such Staff referred to in Conditions SC3.1.1 and SC3.1.2 shall be used in the provision of the Services without the prior written permission of the Council's Contact.
- SC3.6. For the purposes of this Condition SC3:

"DBS" means the Disclosure and Barring Service or any successor body;

"DBS Checked Member of Staff" means a member of Staff for whom a Disclosure has been obtained and if holding any convictions has been approved in writing by the Council in accordance with Condition SC3.5;

"Disclosure(s)" means the check(s) referred to in Conditions SC3.1.1 and SC3.1.2;

"Regulated Activity" has the meaning given to it in the SVGA; and

"SVGA" means the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012.

SC4. Regulated Activities

Where the Services involve a Regulated Activity:

- SC4.1. The parties acknowledge that the Service Provider is, for the purposes of the SVGA, a Regulated Activity Provider, with

ultimate responsibility for the management and control of the Regulated Activity provided pursuant to the Contract.

- SC4.2. The Service Provider warrants that at all times for the purposes of the Contract it has no reason to believe that any Staff are barred from the provision of the Services under the SVGA.
- SC4.3. The Service Provider shall refer information about Staff to the LADO and to the DBS where it removes permission for such Staff to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the users of the Services.
- SC4.4. The Service Provider shall not employ or use the services of any Staff, who are barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, any Regulated Activity or who may otherwise present a risk to users of the Services.
- SC4.5. For the purposes of this Condition SC4:
- SC4.6. **“LADO”** means the local authority designated officer as set out in the statutory guidance document entitled ‘Working Together to Safeguard Children’;
- “Regulated Activity Provider”** has the meaning given to it in the SVGA; and
- the definitions given in Condition SC3.6 apply.

SC5. Healthwatch

- SC5.1. The Service Provider shall not prevent a person authorised by a Local Healthwatch Organisation to enter the premises where the Services are provided and observe the provision of the Services.
- SC5.2. For the purposes of this Condition SC5, “Local Healthwatch Organisation” means a Local Healthwatch organisation as described in s 222 of the Local Government and Public Involvement in Health Act 2007 (as amended by the Health and Social Care Act 2012) or successor body with similar functions.

SC6. Safeguarding Policies and Procedures

- SC6.1. The Service Provider shall comply with the Oxfordshire Safeguarding Adults Board’s policies and procedures as amended from time to time.

SC6.2. The Service Provider shall ensure that it has in place systems, policies and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board's Procedures Manual, as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliance with such systems, policies and procedures.

SC6.3. The Service Provider shall, no later than within one working day, notify the Council in the event that any safeguarding concerns arise and provide to the Council full details of the concerns.

SC7 Open Book Accounting

SC7.1 The Service Provider shall keep books of account in accordance with best accountancy practice, maintain a full record of particulars and information relating to the provision of the Services, including but not limited to, the costs of performing the Services, including their development, maintenance, operation and financing.

SC7.2 When requested by the Council, the Service Provider shall provide a summary of any of the costs referred to in Condition SC7.1 including details of any funds held by the Service Provider specifically to cover such costs, in such form and detail as the Council may reasonably require to enable it to monitor the performance of the Service Provider's obligations under this Contract.

SC7.3. The Service Provider shall have the relevant books of account available for inspection pursuant to this Condition SC7.3 and shall upon being given reasonable written notice present a report of these to the Council as and when reasonably requested to do so.

SC8 Termination in Part

SC 8.1 Without prejudice to Condition 28, the Council may give 6 months' notice at any time to terminate any of the Services under the Contract. For the avoidance of doubt, the Contract shall remain in full force and effect for the remaining Services.

SC9 Withdrawal of sub-contracting consent

For the avoidance of doubt, the Council shall be entitled, acting reasonably, to withdraw any consent given under Condition 24.2 on reasonable notice to the Service Provider.

SC10 Statutory Duties

The Service Provider agrees to cooperate fully with the Council to enable the Council to carry out its statutory duties and, on

reasonable notice, make available to the Council such facilities and such assistance as it may reasonably request at the cost of the Service Provider. This shall include, without limitation, access to the Service Provider's employees.

SC11 Required Notifications

SC11.1 The Service Provider shall notify the Council immediately if:

SC 11.1.1 as a result of any misconduct or mismanagement on the part of the Service Provider a Regulatory Body directs an inquiry into, or makes an order of any kind in relation to its affairs; and

SC 11.1.2 any registration which it must maintain in order to provide any of the Services is withdrawn or cancelled or is threatened to be withdrawn or cancelled.

SC12 Advance Payment and set off

SC 12.1 The Council shall, in accordance with the provisions of Schedule 2, pay the Service Provider a percentage of the Contract Price (not exceeding the relevant percentage specified in Schedule 2) yearly in advance (save in relation to the final year of the Contract Period in which case the relevant advance period shall be 11 months only) on the basis of anticipated certain outcomes being achieved. On each annual anniversary of the Contract Commencement Date, the Council shall reconcile the outcomes delivered as against those anticipated at commencement of the relevant period and, to the extent that the Services delivered do not exceed the payments made, the Council shall be entitled to set off any sums overpaid or deduct as against the provision of future Services' outcomes.

SC 12.2 Upon expiry or termination of the Contract the Council shall undertake a reconciliation of moneys paid in accordance with SC 12.1 as against Services' outcomes delivered and any moneys overpaid by the Council shall be a debt due to the Council, which shall be repaid immediately on demand by the Council.

SC13 Availability of premises

SC13.1 The Service Provider acknowledges that it has an obligation to provide suitable premises for the duration of the Contract Period to enable the delivery of the Services to the Service User.

SC13.2 If the premises procured for the Services by the Service Provider are procured from a 3rd party, who subsequently determines the lease or tenancy agreement under which the premises are held by the Service Provider during the Contract Period, the Service Provider agrees to notify the Council and to use all reasonable endeavours to find suitable alternative premises at which to provide the Services to ensure continuity of the Services with minimum disruption to Service Users.

SC 13.3. Where the Service Provider has, despite using its best endeavours, not been able to comply with SC13.2 the Council shall (but without obligation) consider a managed termination of the Services within timescales agreed by the Council.

SC14 **Data Protection (Joint Controller)**

SC 14.1 The Service Provider shall in connection with the provision of the Services and the performance of its obligations under the Contract comply with the Data Protection Act 1998 ("DPA"). With respect to the parties' rights and obligations under this Contract, the parties agree that the Council and the Service Provider are considered data controllers in their own right (as defined in the DPA).

SC 14.2 Where a party is processing personal data (as defined in the DPA) received under or in connection with the Contract, the Service Provider shall act only on the Council's instructions where the data controller is the Council and the Council shall act only on the Service Provider's instructions where the data controller is the Service Provider. Each party shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to any personal data. When implementing such technical and organisational measures a party shall have regard to the sensitive nature of the personal data and the substantial harm that would arise from an unauthorised or unlawful process in or accidental loss of or damage to such personal data.

SC 14.3 Each party must exercise its reasonable endeavours to ensure the accuracy of any personal data processed in carrying out its obligations under the Contract and that where necessary such personal data is kept up to date.

SC 14.4 Each party shall not allow any personal data received under or in connection with the Contract to be transferred outside the European Economic Area.

SC 14.5 Without prejudice to its obligations as to compliance with the Data Protection Act 1998 as set out in this Agreement, the Service Provider agrees that if, in connection with the provision of the

Services under this Contract, it is required by the Council, as data controller, to collect any personal data from a Service User as to use of the Services it shall ensure that the data subject is given accurate and full information as to the following:

- 14.1.1. the nature of the data processed;
- 14.1.2 the purpose of the processing;
- 14.1.3 that the Council will be the recipient of the data;
- 14.1.4 the rights of the data subject;
- 14.1.5 the Council's contact details, as data controller; and
- 14.1.6 ensure that informed consent (or express consent is obtained if the data constitutes "sensitive" data for the purposes of the Data Protection Act 1998) to the processing from the data subject is procured.

SC15 Co-operation

SC15.1 The Service Provider shall co-operate fully and liaise appropriately with:

- (a) the Council (including its social care teams and health visitors);
- (b) any third party or specialist agency engaged by the Council to undertake an assessment of the Service User's supported housing needs; and
- (c) any third party provider which may be providing care to the Service User at the same time as the Service Provider's provision of the relevant Services to the Service User;

in order to

- SC15.1.1 ensure that a full and proper assessment of Service Users in respect of their supported housing accommodation is made;
- SC15.1.2 ensure a co-ordinated approach is taken to promoting the quality of supported housing accommodation to the Service User; and
- SC15.1.3 achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Services Users, employees of the Council or members of the public.

SC16 Reporting requirements

- SC 16.1 The Service Provider agrees to provide, in a format as the Council shall require, the performance information on the Services, which the Council may require as set out in Schedule 3 (Annex A) as against the Performance Indicators. The data shall be provided quarterly (or within such frequency as the Council shall reasonably require). In the event any issues or queries arise as to the data submission, the Service Provider shall work constructively with the Council to resolve the data submission as expeditiously as possible.

SC17 Pension Protection

In this Special Condition SC17:

“2006 Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any regulations replacing those regulations, as from time to time amended or replaced;

“Pension Protection” is secured for the Transferring Employee if after that change in employer he has, as an employee of his new employer, rights to acquire pension benefits and:

- (a) are the same as; or
- (b) are certified by the Government Actuary's Department (GAD) as being broadly comparable to or better than

those that he had, or had a right to acquire, before that change of employer; and

“Transferring Employee” means an employee whose contract of employment becomes, by virtue of the application of the 2006 Regulations in relation to what is done for the purposes of carrying out the Contract, a contract of employment with the Service Provider (or any sub-contractor of the Service Provider) and who was previously an employee of Oxfordshire County Council or any other public sector body in connection with the provision of the Services;

- SC17.1 The Service Provider must secure Pension Protection for each Transferring Employee.
- SC17.2 The provision of Pension Protection under Special Condition SC17.1 is enforceable by the Transferring Employees.
- SC17.3 The Service Provider may secure Pension Protection for the Transferring Employees by successfully seeking admission to the Oxfordshire Local Government Pension Scheme (Oxfordshire LGPS) to take effect from the Commencement Date.

Where the Service Provider (or a Sub-Contractor) employs any Transferring Employees from the relevant Commencement Date and wishes to offer those Transferring Employees membership of the Oxfordshire LGPS, the Service Provider shall procure that it (and/or each relevant Sub-Contractor) shall become an Admission Body and shall before the Commencement Date execute (and procure that each relevant Sub-Contractor executes) an Admission Agreement in the form set out in Schedule 6 (Pension Provisions) which will have effect from and including the Commencement Date

SC 18 Review of Target Outcomes

SC 18.1 The Council may, at any time prior to the second anniversary of the Commencement Date, by written notice to the Service Provider require a review of the outcome targets set in relation to outcomes three and four as detailed in the Specification.

SC 18.2 The purpose of the review shall be to establish whether, having regard to the Government's national policies of future welfare reform and affordable housing and having regard also to targets achieved in respect of outcomes three and four by the Service Provider over the preceding 12 months, the outcome targets set for outcomes three and four are set at continuing appropriate levels.

SC18.3 The Council may consult with the Service Provider as to the appropriate change that may be required (if any) but the Service Provider agrees that any revision to the target outcomes in respect of the above outcomes shall be determined and agreed solely by the Council, subject to the proviso that any change will not result in the revised respective outcome targets being changed by a percentage which exceeds 30% (upwards or downwards) of the original target outcomes set.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

PART ONE – FORMALITIES

1. Definitions and Construction

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

“Associated Company” means any holding company from time to time of the Service Provider and any subsidiary from time to time of the Service Provider, or any subsidiary of any such holding company (“holding company” and “subsidiary company” having the same meanings as in section 1159 of the Companies Act 2006);

“Client” means a Service User;

“Conditions” means these conditions;

“Contract” means this contract incorporating the Contract Form, the Particulars, the Conditions and the Schedules and Annexes to them (if any);

“Council Data” means:

- a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
 - (i) are supplied to the Service Provider by or on behalf of the Council; or
 - (ii) the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or
- b) any Personal Data for which the Council is the Data Controller (as defined in the Data Protection Act 1998);

“Council Premises” means any premises owned, occupied or used by the Council;

“Council’s Contact” means the person specified in the Particulars and any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally or for specified purposes or periods;

“Data Controller” shall have the same meaning as set out in the DPA;

“Data Subject” shall have the same meaning as set out in the DPA;

“Default” means any breach of the obligations of the Service Provider under the Contract or any default, act, omission or negligence of the Service Provider or Staff in connection with or in relation to the subject matter of the Contract;

“DPA” means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“EIRs” means the Environmental Information Regulations 2004;

“Enactments” means directives, statutes, regulations, orders, judgments of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, judgment, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Contract to a specific Enactment shall be construed on this basis;

“Finance Schedule” means the finance schedule set out in Schedule 2;

“FOIA” means the Freedom of Information Act 2000;

“Force Majeure Event” means any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the Service Provider), lightning or earthquake, war, military operations, act of terrorism or riot;

“Good Industry Practice” means all standards, practices, methods and procedures conforming to all Enactments and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from of a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances and conditions;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, semiconductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off;

“Invitation to Tender” means the invitation for providers to bid for the provision of the Services;

“Method Statement” means, where an Annex A (Method Statement) is included the Contract, the Service Provider’s agreed proposals for delivery of the Services set out at that Annex A;

“Monitoring/Review Schedule” means the monitoring and review schedule set out in Schedule 3;

“Performance Indicators” means the performance indicators relating to Supporting People set out in guidance issued by the Secretary of State from time to time or as required by us from time to time referred to in this Contract;

“Personal Data” shall have the same meaning as set out in the DPA;

“Prohibited Act” means the following acts:

- (a) offering (directly or indirectly), promising or giving any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- (b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Council;

“Referral Pathway” means the Oxfordshire Homelessness Pathway described in Annex 1 of the Specification.

“RIDDOR” means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;

“Secretary of State” means the person who holds the position of Secretary of State for Communities and Local Government at any given time or any person authorised to act on her or his behalf or any person succeeding to his functions as regards the arrangements for Supporting People;

“Service Provider’s Representative” means the person specified in the Particulars and any such other person as may be appointed by the Service Provider and notified in writing to the Council to act generally or for specified purposes or periods;

“Services” means the services to be provided as specified in the specification set out in Schedule 1 and in the Method Statement, subject to the order of precedence set out in the Contract Form;

“Service User” means any person to whom the Services are provided by the Service Provider.

“Staff” means all persons, whether paid or unpaid, engaged by the Service Provider to perform the Contract or used in the performance of the Contract including the Service Provider’s employees, agents and sub-contractors;

“Tender” means the Service Provider’s response to the Invitation to Tender; and

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

- 1.2. The definitions given in the Particulars apply.
- 1.3. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.4. The headings and titles in the Contract are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.5. The expression “person” used in the Contract shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.6. The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly;
- 1.7. The Contract constitutes the entire understanding between the Service Provider and the Council in relation to the subject matter of the Contract and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.
- 1.8. This Contract may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of this Contract.

2. Formation of Contract and Sufficiency of Information

- 2.1. Provision of Premises and other investigations
 - 2.1.1. The Service Provider has, in accordance with the provisions of SC 14, an obligation to provide the premises where the Services are to be performed before tendering and acknowledges and understands the nature and extent of the services to be provided and be satisfied in relation to all matters connected with the performance of the Contract.
 - 2.1.2. No warranty or representation is given by the Council that any information or details provided by the Council in relation to any premises that may be available from 3rd parties is correct and the Service Provider shall make its own enquires in this regard and the Service Provider must satisfy itself as to the correctness of such information.
- 2.2. The Service Provider shall be deemed to have satisfied itself before submitting the Tender as to the accuracy and sufficiency of the rates

and prices stated by the Service Provider in the Tender which shall (except in so far as is otherwise expressly provided in the Contract) cover all the Service Provider's obligations under the Contract and the Service Provider shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Tender.

- 2.3. The Service Provider warrants and represents that all written statements and representations in any written submissions made by the Service Provider as part of the procurement process, including without limitation its response to the pre-qualification questionnaire (if applicable), its Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Service Provider has otherwise disclosed to the Council in writing prior to the date of this Contract.
- 2.4. The Service Provider warrants and represents that it has full capacity and authority and all necessary consent (including where its procedures require the consent of its parent company) to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Service Provider.

3. Applicable Law and Jurisdiction

The Contract and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

PART TWO - SERVICE PROVISION AND OBLIGATIONS OF THE SERVICE PROVIDER

4. Contract Period and Provision of the Services

- 4.1. This Contract shall commence on the Commencement Date and shall continue in force for the Contract Period unless terminated in accordance with the Conditions.
- 4.2. The Service Provider will provide the Services for the Contract Period and will otherwise perform its obligations under the Contract in accordance with the terms of this Contract.

5. Service Standard

- 5.1. The Service Provider will provide the Services, and perform its obligations under the Contract, with all due skill, care and diligence in accordance with Good Industry Practice and the further standards specified in the Schedules.
- 5.2. Without prejudice to Condition 5.1, the Service Provider will provide an adequate number of Staff who are appropriately experienced, qualified

and trained to perform the Services and ensure that Staff comply with the Service Provider's obligations under the Contract.

- 5.3. The Service Provider is responsible for the accuracy of all information supplied to the Council in connection with the provision of the Services and will pay the Council any and all costs occasioned by any discrepancies, errors or omissions in such information.
- 5.4. Without prejudice to its other obligations under the Contract, the Service Provider must promptly notify the Council if it becomes aware of any circumstances which may affect its ability to perform the Contract in accordance with its terms.
- 5.5. The Service Provider shall have an on-going obligation throughout the Contract Period to identify new or potential improvements to the Services and shall report to the Council annually on any such improvements.

6. Contract Price

- 6.1. In consideration of the performance of the Service Provider's obligations under the Contract, the Council shall pay the Contract Price as set out in the Finance Schedule provided that the Council shall have no liability to make any payment to the Service Provider in respect of Service Users who have returned to the Homelessness Pathway or have been verified as a rough sleeper within a period of 12 months following moving off the Homeless Pathway into sustainable, appropriate accommodation.
- 6.2. The Contract Price shall be the full and exclusive remuneration of the Service Provider in respect of the supply of the Services. Unless otherwise specified in the Finance Schedule, the Contract Price shall be deemed to include every cost and expense of the Service Provider directly or indirectly incurred in connection with the performance of the Services.
- 6.3. In addition to the Contract Price, the Council shall pay to the Service Provider any value added tax chargeable on the Contract Price subject to the provision to the Council of a proper value added tax invoice.
- 6.4. Where the Service Provider submits an invoice to the Council in accordance with this Condition 6 and the Finance Schedule, the Council will consider and verify that invoice in a timely fashion.
- 6.5. Unless a shorter period is agreed in the Finance Schedule, the Council shall pay the Service Provider any sums due under such an invoice (or part thereof) no later than a period of 28 days from the date on which the Council has determined that the invoice (or part thereof) is valid and undisputed.
- 6.6. Where the Council fails to comply with Condition 6.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 6.5 after a reasonable time has passed.

- 6.7. Unless otherwise agreed in the Finance Schedule, invoices shall be submitted monthly in arrears for Services provided.
- 6.8. Where an invoice is disputed, the parties shall seek to resolve the dispute promptly and, if necessary, the matter shall be dealt with in accordance with Condition 33. The Council shall be under no obligation to pay the disputed charge until the dispute has been resolved. For the avoidance of doubt, where an invoice is disputed in part, the Council shall pay such part of the invoice which is not in dispute in accordance with Condition 6.5.
- 6.9. Each invoice shall:
- a) be submitted to the address of the Council specified in the Finance Schedule (or if none is specified to the address set out in the Contract Form);
 - b) contain a detailed breakdown of Services supplied;
 - c) be supported by any information required by the Council to substantiate such invoice; and
 - d) comply with any other provisions in the Finance Schedule in respect of invoices.
- 6.10. Without prejudice to any other right or remedy of the Council, the Council may, acting reasonably, reduce payment in respect of any Services which the Service Provider has failed to provide or has provided inadequately.
- 6.11. Without prejudice to any other right or remedy of the Council, where any sum of money is recoverable from or payable by the Service Provider or any Associated Company under the Contract or any other contract between the Service Provider or an Associated Company and the Council (including in all instances any sum which the Service Provider or an Associated Company is liable to pay in respect of any breach of contract), the Council may deduct that sum from monies payable by the Council to the Service Provider under the Contract.
- 6.12. In the event of termination or expiry of this Contract, the Service Provider shall repay to the Council any part of the Contract Price which it has been paid in respect of Services not provided by the Service Provider at the date of termination or expiry.

7. Extension of the Contract

- 7.1. Unless otherwise specified in the Particulars, the Council may extend the Contract Period on the same terms (including, for the avoidance of doubt, at the same Contract Price) upon written notice to the Service Provider provided always that unless otherwise agreed with the Service Provider or specified in the Particulars, no less than six (6) months' prior notice will be given on each occasion. The maximum period for which the Contract may be extended is specified in the Particulars.

8. Staff

- 8.1. When requested by the Council on reasonable grounds the Service Provider shall, following reasonable notice, make available to the Council records of all Staff involved in the provision of the Services.
- 8.2. The Service Provider's employment systems shall accord with the Council's policy on checking criminal records and the Service Provider shall on request supply to the Council such information as it may reasonably require to ensure that its employment systems do so accord.
- 8.3. The Service Provider shall provide details of its policies and procedures for recruitment, training, development, supervision and other Staff-related policies when requested to do so.
- 8.4. The Service Provider will ensure that it has in place an effective whistleblowing procedure whereby Staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.
- 8.5. Staff involved in the delivery of the Services shall be supplied with a form of identification by the Service Provider. The Service Provider shall ensure that such identification is returned to the Service Provider on the last day of employment of such member of Staff and retained as part of the Service Provider's Staff records.
- 8.6. When requested by the Council on reasonable grounds, the Service Provider will cease to use any member of Staff specified by the Council for the provision of the Services.
- 8.7. The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent the Service Provider and its Staff from committing a Prohibited Act and shall enforce it where appropriate.

9. Records, Monitoring and Review

- 9.1. All Council Data shall be stored in a useable format to ensure that the Service Provider can comply with Condition 29.2.1.
- 9.2. Subject to Condition 9.3 below the Service Provider shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall retain such records and Council Data for a minimum of six (6) years from the date of termination or expiry of the Contract or such longer period as may be required under any Enactment or such other period as specified by the Council.
- 9.3. If and when required by the Council any Personal Data held under or in connection with the Contract must be securely destroyed and/or permanently deleted.
- 9.4. The Service Provider shall retain Staff records for six (6) years following the last day Staff are engaged in providing the Services or such longer period as may be required under any Enactment.

- 9.5. The Service Provider shall provide the Council with access to all Council Data and records relating to the Services upon request.
- 9.6. The Service Provider shall provide and supply to the Council at no cost to the Council such other information or access to such information (including the Service Provider's policies and procedures) as the Council may reasonably request as to the provision of the Services and the performance of the Service Provider's obligations under the Contract and render the Council all reasonable assistance in connection with their monitoring and review.
- 9.7. The Service Provider shall permit the Council, or its nominated auditor, to access the Service Provider's premises and records on reasonable notice in order to audit the Service Provider's performance of the Contract.
- 9.8. The Council is required to monitor and report to the Department for Energy and Climate Change ("DECC") on its service providers' CO₂ emissions on an annual basis. The Service Provider undertakes to provide the Council with such information relating to its CO₂ emissions as the Council may require from time to time in order to fulfil its obligations to DECC.
- 9.9. The Service Provider's Representative shall liaise with the Council's Contact on all day-to-day matters relating to the Contract.
- 9.10. Reviews shall be carried out in accordance with the provisions of the Monitoring/Review Schedule.
10. Change Control
- 10.1. Without prejudice to Conditions 27.6 and 28, insofar as is lawful, the Council may give reasonable written notice from time to time requesting changes to the Services to:
- 10.1.1. provide more intensive services;
 - 10.1.2. extend the capacity of the existing Service;
 - 10.1.3. include complementary services;
 - 10.1.4. discontinue any Services;
 - 10.1.5. increase or decrease the quantity of the Services; or
 - 10.1.6. change the locations where or the manner in which the Services are to be provided
- for any reason whatsoever.
- 10.2. In the event of such a change being requested, the Contract Price may also be varied. Such variation to the Contract Price shall be calculated by the Council and agreed with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the change to the Services in all the circumstances.

10.3. The Service Provider shall respond to any notice served by the Council pursuant to Condition 10.1 within [] Working Days setting out its proposals for the delivery of the change and shall provide such other information as may be reasonably required to establish the feasibility of the change to the Services and to enable a variation to the Contract Price to be calculated.

10.4. No change to the Services or the Contract Price shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Council and the Service Provider.

11. Statutory Obligations

11.1. The Service Provider shall, in the provision of the Services and the performance of its obligations under the Contract, comply with all Enactments.

11.2. The Service Provider shall act in respect of any person who receives Services under the Contract as if it were a public authority for the purposes of the Human Rights Act 1998. This Condition 11.2 shall be enforceable by persons who receive Services under the Contract.

12. Information Governance

12.1. The Service Provider shall in connection with the provision of the Services and the performance of its obligations under the Contract comply with the DPA.

12.2. Where processing Personal Data received under or in connection with the Contract, the Service Provider shall act only on the Council's instructions where the Data Controller is the Council and shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the Personal Data and the Service Provider shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in this Condition 12.2.

12.3. The Service Provider must exercise its best endeavours to ensure the accuracy of any Personal Data processed in carrying out its obligations under the Contract and that where necessary such Personal Data is kept up to date.

12.4. The Service Provider shall take such steps as may be necessary to afford the Council at no cost to the Council access to Personal Data which is reasonably required by the Council for any purpose connected with the Contract including obtaining any necessary consents and issuing any necessary notifications to Data Subjects to ensure data can be transferred to the Council and, where necessary to continue to provide the Services, to a replacement service provider.

12.5. The Service Provider shall not allow any Personal Data received under or in connection with the Contract to be transferred outside the European Economic Area.

- 12.6. The Service Provider shall comply with all relevant Council policies where the Service Provider has access (remote or otherwise) to any systems or equipment of the Council.
- 12.7. Where the Service Provider accesses the Public Services Network in connection with the Services, the Service Provider shall comply with the standards set out in the Public Services Network Code of Connection and shall provide to the Council such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with the obligations referred to in this Condition 12.7.
- 12.8. The Service Provider shall permit the Council, or its nominated agent, to access the Service Provider's premises to test its data security measures and its compliance with this Condition 12.
- 12.9. The Service Provider shall comply with the information governance obligations set out in Schedule 5.

13. Freedom of Information

- 13.1. The Service Provider shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.
- 13.2. The Service Provider acknowledges that the Council may be required under the FOIA and the EIRs to disclose information without consulting or obtaining consent from the Service Provider. The Council shall take reasonable steps to notify the Service Provider of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 13.3. The Council may publish this Contract in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

14. Equal Opportunities

- 14.1. The Service Provider shall not, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services to any person, unlawfully discriminate within the meaning of any Enactment relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise and shall where reasonably requested by the Council assess and monitor its policies and practices as to their impact on the promotion of equality and report on this to the Council.

14.2. The Service Provider shall, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services, comply with the duties imposed by the Equality Act 2010 and will assist the Council in meeting its duties under the Equality Act 2010.

14.3. This Condition 14 shall be enforceable by persons who receive Services under the Contract.

15. Health and Safety

15.1. The Service Provider shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and of all other Enactments pertaining to health and safety which may apply in the performance of the Contract.

15.2. Without prejudice to the generality of Condition 15.1, the Service Provider shall maintain its own health and safety policy in accordance with the Health and Safety at Work etc Act 1974. The Service Provider shall provide a copy of such policy to the Council upon request and shall notify the Council of any revision to it.

15.3. The Service Provider will promptly notify the Council of any health and safety hazards which may arise in connection with the performance of the Contract including, without limitation, all RIDDOR incidents.

15.4. Whilst on Council Premises, the Service Provider shall ensure that Staff comply with the Council's safety policies (and any amendments to them notified to the Service Provider) and with the proper requirements of the Council's safety officers.

15.5. The Council may suspend the supply of the Services in the event of non-compliance by the Service Provider on health and safety matters and the Service Provider shall not resume provision of Services unless the Council is satisfied that the non-compliance has been rectified.

16. Intellectual Property Rights

16.1. The Service Provider warrants and represents that neither the performance of the Contract nor the provision or use of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party.

16.2. Before utilising any material in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights, the Service Provider shall procure the necessary licences to enable the Council to use such material at all times for the Council's purposes at no cost to the Council.

16.3. All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material:

16.3.1. furnished to or made available to the Service Provider by the Council shall remain the property of the Council;

- 16.3.2. prepared by or for the Service Provider for use, or intended for use, in relation to the performance of the Contract shall belong to the Council and the Service Provider shall not, and shall procure that Staff shall not (except when necessary for the implementation of the Contract) without prior approval of the Council, use or disclose any such Intellectual Property Rights. The Service Provider shall, at its cost and expense, do all such further acts and things and execute or procure the execution of all such documents as the Council may reasonably require, for the purpose of transferring any such Intellectual Property Rights to the Council.

17. TUPE

- 17.1. The Service Provider will following a request from the Council fully and accurately disclose all information relating to Staff engaged in providing the Services including the total number of Staff whose employment with the Service Provider or a sub-contractor is liable to be terminated at the expiry of the Contract (but for operation of law) (the "**Relevant Staff**"), their age and gender, the terms and conditions of their employment (including salary, bonus payments, allowances, pay settlements, redundancy entitlement, relevant collective agreements, pension entitlement and working arrangements), their job titles and the qualifications required for each position.
- 17.2. The Service Provider shall comply with any such requests as soon as reasonably practicable and in any event, within 21 days of being so requested, and at no cost to the Council. The Service Provider agrees with the Council that the information provided shall be complete, accurate and up to date and that it shall notify the Council promptly of any changes occurring between the date of submission of the information and the end of the Contract.
- 17.3. The Service Provider shall permit the Council to use the information for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and related Enactments and for the purposes of re-tendering.
- 17.4. The Service Provider shall enable and assist the Council and any such persons as the Council may determine to communicate with and meet Staff and relevant Staff representatives and the Service Provider shall co-operate with any new provider to ensure a smooth transition.
- 17.5. The Service Provider shall within the period of 12 months immediately preceding the end of the Contract Period or, if earlier, following the making of a request pursuant to Condition 17.1 be precluded from:
- 17.5.1. making any material increase or decrease in the numbers of Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed);
- 17.5.2. making any increase in the remuneration or other change in the terms and conditions of the Relevant Staff other than in

the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed); and

- 17.5.3. transferring any of the Relevant Staff to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save with the Council's prior written consent (such consent not be unreasonably withheld or delayed).
- 17.6. The Service Provider shall indemnify the Council and any replacement provider engaged by the Council to perform any of the Services or any service equivalent or similar to any of the Services and keep them both fully indemnified in respect of any claims, losses, costs, expenses, demands and liabilities:
 - 17.6.1. arising from the provision of information or the failure to provide information under this Condition 17; or
 - 17.6.2. which relate to any claim which is or may be brought by any employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party arising out of their employment with the Service Provider or a sub-contractor or its termination; or
 - 17.6.3. arising from any breach of the requirements of Condition 17.5.

PART THREE – GENERAL

18. Complaints

- 18.1. If any complaint or significant concern is made or raised (whether orally or in writing) concerning the Services, the Service Provider shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. The Service Provider shall record details of all complaints and concerns and how they were resolved in a written register. The register will be freely available to the Council.
- 18.2. The Service Provider shall provide any information requested by the Council in connection with any complaint or significant concern relating to the Services (whether made to the Council or the Service Provider and whether made orally or in writing) and co-operate fully and promptly in every way required by the Council or by any person or body conducting any investigation regarding a complaint or significant concern including attending meetings, and permitting Staff to attend meetings and allowing access to and investigation of documents and data.

19. Gratuities and charges

The Service Provider shall ensure that no Staff solicit any gratuity or tip or any

other form of money taking or reward, collection or charge for any of the Services save for charges explicitly provided for in this Contract.

20. Confidentiality

20.1. The Service Provider shall not, and shall ensure that Staff shall not use or disclose any confidential material provided by the Council pursuant to the Contract or by any user of the Services otherwise than for the performance of the Contract save as may be agreed by the Council or required by law.

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

20.2. The Service Provider shall take all necessary precautions to ensure that confidential information is only made available to Staff on a "need to know" basis and shall ensure that such Staff are aware of and comply with the confidentiality obligations under the Contract.

21. Indemnity

The Service Provider shall indemnify and keep indemnified the Council from and against any and all claims, demands, proceedings, actions, damages, costs, expenses, loss and liability arising from a Default, save to the extent that it arises from any default or negligence of the Council or its employees provided always, for the avoidance of doubt, that this does not extend to any loss of profits suffered by the Council.

22. Insurance

22.1. Without prejudice to Condition 21, the Service Provider shall at all times maintain insurance cover with a reputable company, as follows:

- 22.1.1. public liability insurance (minimum of £5,000,000 (five million) for each and every claim);
- 22.1.2. employers liability insurance (minimum of £10,000,000 (ten million) for each and every claim);
- 22.1.3. trustee liability insurance in the sum specified in the Particulars;
- 22.1.4. fidelity guarantee in the sum specified in the Particulars;
- 22.1.5. professional indemnity insurance in the sum specified in the Particulars which insurance shall be maintained for no less than 12 years where the Contract is executed as a deed and otherwise for no less than 6 years after the end of the Contract Period.

22.2. The Service Provider shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

22.3. The Service Provider shall give immediate notice to the Council in the event of any incident in connection with the Services which causes any personal injury or damage to property and which may be the subject of a claim under the Council's insurance and shall give all information and assistance that the Council's insurers may require and shall not make any admission without the written consent of the Council's insurers. The Service Provider shall permit the Council's insurers to take proceedings in the name of the Service Provider to recover compensation in respect of any matter covered by the Council's insurers. This Condition 22.3 is without prejudice to Condition 21.

22.4. The Service Provider shall immediately notify the Council if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of the Contract.

23. Publicity and Advertising

23.1. The Service Provider shall not without prior consultation with the Council seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Services and shall, where reasonably practicable, agree joint press releases with the Council.

23.2. Where the Services are provided to service users on behalf of the Council the Service Provider shall use all reasonable endeavours to ensure that the public is aware that the Services are delivered on behalf of the Council, and this should include the use of the Oxfordshire County Council logo on publicity material, followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".

24. Assignment and Sub-Contracting

24.1. The Service Provider shall not assign the benefit or advantage of the Contract in whole or in part.

24.2. The Service Provider shall not sub-contract the provision of the Services to any person without the written consent of the Council and should such consent be given it shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider.

24.3. Where the Council gives consent to the Service Provider sub-contracting the Services (or any part of the Services) under Condition 24.2, such consent shall be limited to the matters within the scope of that permission and the Service Provider shall not proceed unless it

has satisfied any matters required by the Council as a condition of grant of its consent.

24.4. Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:

24.4.1. provisions having the same effect as Conditions 6.4 to 6.6 of this Contract; and

24.4.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 6.4 to 6.6 of this Contract.

24.5. Without prejudice to Condition 24.4, where the Service Provider enters into a Sub-Contract such Sub-Contract must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable and the Service Provider shall procure that the sub-contractor complies with such terms.

24.6. In Conditions 24.4 and 24.5 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

25. No Agency/Employment/Partnership

Nothing in this Contract shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Council and the Service Provider and the Service Provider shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council and nor shall the Service Provider hold itself out as having authority to bind the Council and shall ensure that Staff do not hold themselves out likewise.

26. Service of Notices

26.1. Any demand or notice required to be given under the Contract shall be sufficiently served if:

26.1.1. served personally on the addressee;

26.1.2. sent by prepaid first class recorded delivery post to the registered office or last known address of the Service Provider where notice is required to the Service Provider and, unless otherwise set out in the Particulars or notified by the Council in accordance with this Condition 26.1, to the name of the Council's Contact, County Hall, Oxford OX1 1ND where notice is required to the Council; or

26.1.3. subject to Condition 26.2, emailed to the address of the relevant party set out in the Particulars or such other address

as the party may from time to time notify to the other party in accordance with this Condition 26.1.

- 26.2. Demands or notices served by email shall only be valid if the demand or notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Condition 26.1.1 or 26.1.2 within two Working Days.
- 26.3. Any demand or notice served in accordance with:
 - 26.3.1. Condition 26.1.1 shall be deemed to have been served on the date of delivery if it is delivered before 4pm on a Working Day and otherwise on the next Working Day;
 - 26.3.2. Condition 26.1.2 shall be deemed to have been served two Working Days from the date of posting;
 - 26.3.3. Condition 26.1.3 shall be deemed to have been served on the date of delivery if it is sent before 4pm on a Working Day and otherwise on the next Working Day unless in either case an error message is received.

27. Termination

- 27.1. The Council may terminate the Contract by notice in writing, such notice to have effect from the date specified in it, and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider or any of its Staff (in all cases whether or not acting with the Service Provider's knowledge):
 - 27.1.1. commit a Prohibited Act, or
 - 27.1.2. give any financial or other advantage to any person working for or engaged by the Council.
- 27.2. If the Service Provider:
 - 27.2.1. commits a material Default and the Service Provider has not remedied the Default to the satisfaction of the Council within 20 days or such other shorter or longer period which may be specified by the Council after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 27.2.2. commits a material Default which is not capable of remedy; or
 - 27.2.3. commits a Default on a persistent or repeated basis, whether in respect of the same or different obligations of the Service Provider under the Contract and whether or not rectified; or
 - 27.2.4. is an individual or a firm and a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the

benefit of creditors, or an administrator is appointed to manage the Service Provider's affairs; or

- 27.2.5. is incorporated, and passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to the Service Provider or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Service Provider makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- 27.2.6. is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 27.2.7. ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Council would materially affect the delivery of the Services; or
- 27.2.8. undergoes a change of control and for this purpose where the Service Provider is a company, there is a change of control if the majority of shares carrying a right to vote in the Service Provider or its holding company are acquired by a person who is not at the date of the Contract a major shareholder ("holding company" having the same meaning as in section 1159 of the Companies Act 2006) save that if there is a change of control which is only a change from one subsidiary company to another ("subsidiary company" having the same meaning as in section 1159 of the Companies Act 2006) then that shall be deemed not to be a change of control for the purposes of this Condition 27.2.8;
- 27.2.9. is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 27.2.4 to 27.2.8;
- 27.2.10. is convicted (or any member of Staff is convicted) of a serious criminal offence related to the business or professional conduct;
- 27.2.11. commits (or any member of Staff commits) an act of grave misconduct in the course of the business;
- 27.2.12. is in breach of the warranty at Condition 2.3;
- 27.2.13. has provided any information as part of its Tender including that given in the questionnaire or given information to the

Council at any time prior to the Council entering into a binding contract with the Service Provider which proves to be materially untrue or incorrect; or

- 27.2.14. has a contract for services which are similar to the Services terminated by the Council due to the Service Provider's default,

then in any such circumstances the Council may, without prejudice to any other rights or remedies of the Council, terminate the Contract in whole or in part (whereupon a corresponding reduction in the Contract Price shall be made) by notice in writing, such notice to have effect from the date specified in it.

- 27.3. Where the Contract is terminated in whole or in part by the Council under this Condition 27:

- 27.3.1. the Council shall be entitled to recover from the Service Provider the amount of any loss resulting from the termination including, but not limited to, the cost of arranging alternative provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period in excess of that which would have been paid to the Service Provider (such additional expenditure calculated on the basis that there had been no early termination of the Contract); and

- 27.3.2. the Council shall cease to be under any obligation to make any payment relating to the terminated services until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and the Council shall then be entitled to deduct from any sum or sums due from the Council to the Service Provider under the Contract the amount of such costs, loss and/or damage.

- 27.4. The Council shall be entitled to suspend the provision of the Services and carry out itself, or engage a third party to carry out, the Services or any of them on a temporary basis (without terminating the Contract) where the Service Provider is in Default and the Service Provider shall be liable for any costs incurred by the Council in this regard.

- 27.5. If the Council commits a material breach of the Contract which:

- 27.5.1. the Council has not remedied to the satisfaction of the Service Provider within 20 days or such longer period which may be specified by the Service Provider after issue of a written notice specifying the material breach and requesting it to be remedied; or

- 27.5.2. is not capable of remedy,

then in any such circumstances the Service Provider may, without prejudice to any other rights or remedies of the Service Provider

terminate the Contract by notice in writing, such notice to have effect from the date specified in it.

27.6. The Council shall be entitled to terminate the Contract or reduce the Services on written notice to the Service Provider where the Council's funding is reduced (including, for the avoidance of doubt, totally withdrawn). For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

27.7. If any of the circumstances allowing the Council to terminate the Contract pursuant to Conditions 27.2.4 to 27.2.14 inclusive arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.

28. Break

The Council shall have the right to terminate the Contract in whole or in part at any time by giving not less than 6 months' written notice to the Service Provider unless otherwise specified in the Particulars. For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

29. Recovery and Handover on End of Contract

29.1. The expiry or termination of this Contract for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Contract (including without limitation Special Condition 13, Conditions 8.1, 9.2 - 9.6, 17.4, 17.6, 22.1.5, 22.4, 27.3, 27.6 and 29) and termination of this Contract shall be without prejudice to the rights and remedies of one party against the other party.

29.2. On expiry or termination of the Contract howsoever arising, the Service Provider shall, unless the Council requests destruction of the Council Data, make arrangements with the Council to forthwith deliver to the Council, at no additional cost:

29.2.1. all Council Data. Where the Council Data is delivered to the Council it shall be delivered in such usable format as the Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the Council;

29.2.2. all the property issued or made available to the Service Provider by the Council (including, but not limited to, materials, clothing, equipment, vehicles, documents, information, access keys) in its possession or under its control or in the possession or under the control of any Staff.

Where the Council requests destruction of the materials, the Service Provider shall securely destroy and permanently delete the materials forthwith and shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.

29.3. When this Contract expires or terminates (for whatever reason), the Council may, for a period of six (6) months thereafter, require the Service Provider to use all reasonable endeavours to assist the Council in the transfer of the provision of the Services to either the Council or a third party nominated by the Council and give the Council and/or such third party nominated by the Council such help as may be reasonably necessary to enable such transfer to take place smoothly. This shall be at the Service Provider's cost where the Contract is terminated under Condition 27.1 or 27.2 above and otherwise at the Service Provider's then current rates, unless otherwise agreed.

30. Business Continuity and Force Majeure

30.1. Without prejudice to Condition 4.2, the Service Provider shall ensure it has appropriate business continuity arrangements in place to deliver the Services without disruption and shall implement such arrangements in the event of any Force Majeure Event, emergency, disaster or other circumstance which affects the ability of the Service Provider to provide the Services.

30.2. If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.

30.3. The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations under the Contract.

30.4. Save as provided in Conditions 30.6 and 30.7, a Force Majeure Event shall not entitle either party to terminate the Contract and neither party shall be in breach of the Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to a Force Majeure Event.

30.5. If the party affected by a Force Majeure Event fails to comply with any of its obligations under Conditions 30.1, 30.2 or 30.3 above then no relief for the Force Majeure Event, including the provisions of Condition 30.4 above, shall be available to it and the obligations of each party shall continue in force.

30.6. If a Force Majeure Event results in the suspension of the provision of the Services, the Council shall not be obliged to pay the Contract Price until such time as such suspension has ceased. If the provision of the Services is partly suspended, the Council shall pay a pro rata amount for those Services it has received.

30.7. If in the Council's reasonable opinion a Force Majeure Event results in disruption to more than 50% of the Services provided and such disruption continues for a continuous period of a month or longer (unless otherwise specified in the Particulars), the Council shall be entitled to terminate the Contract on giving one week's notice to the

Service Provider with termination taking effect upon the expiry of such notice.

31. Severance

If any of these Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. Disputes and Mediation

- 32.1. A dispute relating to the provision of the Services, the Contract Price, or payments which cannot be resolved in the first instance between the Service Provider's Representative and the Council's Contact within a month shall be referred to the persons specified in the Particulars.
- 32.2. Nothing in this Condition 32 shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.
- 32.3. Services to be provided under the Contract shall not cease or be delayed by this dispute resolution procedure.
- 32.4. If any dispute cannot be resolved between the Service Provider and the Council within a month of referral as set out in Condition 32.1, then the Service Provider or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 32.5. To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 32. The initiating party shall send a copy of such request to CEDR.
- 32.6. If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 32.7. If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- 32.8. For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures.

33. Waiver

- 33.1. The failure of the Council or the Service Provider to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 33.2. No waiver shall be effective unless it is communicated to the Council or the Service Provider in writing and expressly stated to be a waiver.
- 33.3. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 33.4. Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude and are without prejudice to any rights or remedies provided by law, in equity or otherwise.

34. No Fetter

Nothing in the Contract shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

35. Variations to the Contract

No variation to the Contract shall have any effect unless it is made in writing and signed on behalf of the Council and the Service Provider.

36. The Contracts (Rights of Third Parties) Act 1999

- 36.1. Other than as set out in Conditions 11.2, 14.3 and 17, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract, but this does not affect any rights which are available apart from this Act.
- 36.2. Any amendment to this Contract may be made, including altering or extinguishing any third party rights, without the consent of any third party.

Schedule 1 Specification

Part A – Generic Specification

Part B – Specific Specification



**Housing Related Support
Service Specification
Generic Requirements Schedule 1
FINAL**

Date: April 2015

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1. General

- 1.1 The purpose of the Oxfordshire Homelessness Pathway is to provide accommodation based housing related support services for homeless people primarily aged 18 to 65 years, who are assessed as meeting the Pathway's service eligibility criteria as detailed below. The support services available via the respective Lots will enable people who have been homeless to develop and achieve independence, and to assist in the prevention of homelessness and the reduction of rough sleeping. The housing related support services have been recommissioned to make the pathway as efficient as possible whilst achieving the best possible outcomes for people using the services.
- 1.2 Oxfordshire's Joint Health & Wellbeing Strategy has a focus on targeting socially disadvantaged groups and giving them the support to help them to help themselves. Priority 10 of the strategy is 'Tackling the broader determinants of health through better housing and preventing homelessness' and the housing related support services have been designed to contribute to meeting this priority.

2. Partnerships/Relationships with the other services

- 2.1 The Service will be part of a pathway of services in Oxfordshire. The Service Provider will work closely with pathway coordination and named liaison persons in the relevant local housing authorities in the county. This will be to establish eligibility to the pathway, assess need and risk and to manage moves both within and away from the pathway.
- 2.2 The Service Provider will also establish and maintain effective links with both statutory and voluntary support and advice agencies, health organisations and local authority housing needs services.
- 2.3 The Service Provider will work alongside Public Health commissioned services to ensure more people have access to treatment for alcohol and substance misuse. Homeless people die earlier and suffer worse health than people with a stable home. Oxfordshire Clinical Commissioning Group (OCCG) will work closely with Providers to improve the health offer to service users. Targets have been introduced to drive through performance and enable service users to achieve a healthier, more independent lifestyle.
- 2.4 Evidence of established partnerships and joint working arrangements will be required and relevant working protocols setting out joint working arrangements for referrals and liaison in general will be entered into.

3. Client Needs Profile

- 3.1 The Service will be available to single homeless people and couples primarily aged 18 to 65 years who have housing related support needs and meet the eligibility criteria for the range of support types in this service.

4. Service eligibility criteria

Service eligibility

- 4.1 Access to the pathway across the county and into this service will be for single homeless people and couples in the following priority categories based on the level of vulnerability:

Priority 1	No Second Night Out	The homelessness pathway will meet the needs of vulnerable verified rough sleepers or those with complex needs, who are new to rough sleeping . Housing Options should deal with those who are not vulnerable.
Priority 2	No Living on the Streets	Entrenched and persistent rough sleepers who have been verified . Following verification, if they have complex needs they will go to the assessment centre (if they meet the criteria for local connection, recourse etc) and then onto an appropriate single service offer.
Priority 3	No First Night Out	The homelessness pathway will meet the needs of vulnerable sofa surfers (or of no fixed address), or those with complex needs, who are on the point of homelessness . This will also include previous rough sleepers who are being discharged from hospital or leaving prison with no address to go to. The purpose would be to prevent rough sleeping, particularly for those individuals who have previously slept rough. A referral to Floating Support service could divert the person away from the pathway at this point. Those who do not have support needs should have to obtain advice from Housing Options.

- 4.2 In addition to the above priorities, any person accessing this service must:
- Be verified as rough sleepers under Priorities 1 and 2;
 - Be confirmed as vulnerable and/or having complex needs and on the point of homelessness under Priority 3;
 - Have recourse to public funds and;
 - Have a local connection to Oxfordshire.

- 4.3 For the purposes of Priorities 1 and 2, the definition of a rough sleeper is:

People sleeping, about to bed down (sitting on/in or standing next to their bedding) or actually bedded down in the open air (such as on the streets, in tents, doorways, parks, bus shelters or encampments). People in buildings or other places not designed for habitation (such as stairwells, barns, sheds, car parks, cars, derelict boats, stations, or "bashes").

(DCLG Guidance, 2010)

- 4.4 There will be an agreed quota for the number of young people aged 18 to 24 who can access the Service which will be reviewed on an annual basis. Access to the Service for young people of this age group will need to be via the Young People's Pathway. Following verification, young people will need to be assessed by the Young People's pathway before a referral can be made to the Homelessness Pathway. Young people will be subject to the same Priority Categories as adults based on level of vulnerability. Age will be considered as a vulnerability for these purposes.
- 4.5 The Young People's Pathway will work with the young person to re-engage and/or get them to the position where they can (re-)enter the Young People's Pathway.

Excluded groups

- 4.6 Services on the Homelessness Pathway will not be appropriate for the following groups:
- a) People whose needs would be better met through a more suitable pathway
 - b) Individuals who have been excluded from the pathway following a refusal of a Single Move On Offer out of the pathway for a set period of time
 - c) People who may be homeless (or at the point of homelessness) but are not considered to be vulnerable with housing related support needs

5. Referral Process and Pathways

- 5.1 The Service will not operate as direct access. Gateway access to the Service will be controlled through a pathway coordination function. The coordination function will ensure that referrals from the districts/city councils meet the eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the needs across the county.
- 5.2 The Service Provider will deliver the Service in accordance with the Referral Pathway shown at Annex 1.
- 5.3 Refer to Annex 2 for the Oxfordshire Homelessness Pathway publication.

- 5.4 The Service Provider will be responsible for using the CHAIN database to its fullest extent in order to record information on service users and their movements within the pathway.

6. Response Categories and Times

- 6.1 See Referral Pathway at Annex 1 for more detail around the process and response times.

7. Assessment Process

- 7.1 The gateway for access to the Service will be controlled by pathway coordination. Tier 2 is the pathway Entry Stage and assessment for access to the range of support types in the Services will be completed by pathway coordination in conjunction with the outreach service and a named liaison person in the relevant district/city. The Service Provider will be required to accept referrals from pathway coordination to the various support types within the Service based on level of need and risk.
- 7.2 If a person is in the Assessment Bed/Assessment Centre (and has not bypassed this via portable assessment), a full assessment will be completed by the Service Provider in conjunction with pathway coordination in order to determine the support required to meet the person's needs. The assessment will establish the next stage for the person which could be within the homelessness pathway or an alternative route.
- 7.3 Assessment will be the process by which:
- a) The housing related support needs of the person are identified and the appropriate type and intensity of support determined
 - b) Consideration is given to whether the person's support needs can be met within the pathway and where, including consideration of their priority placing on the 'waiting list' for an appropriate Single Service Offer
 - c) Consideration is given to whether it is more appropriate for a referral to be made to another service, a referral for additional support or a referral to an alternative pathway.

8. Support Planning Process

- 8.1 The Service Provider will use the findings of the Assessment process as the basis for establishing and agreeing with the service user realistic and achievable outcome goals for their progression within and out of the pathway and the action that is needed to achieve the goals.
- 8.2 The outcome goals for each service user will be set against the outcomes matrix (see Schedule 3: Monitoring/Review). Whilst the goals need to be realistic and achievable, the Service Provider will be

expected to challenge the service users in order to meet these goals within specific timeframes.

- 8.3 These outcome goals must be drawn together and clearly described in specific and measurable terms within a Support Plan. The Service Provider will circulate a copy of the Plan to all parties involved in the delivery of the Plan.
- 8.4 Individual goals will build towards the overall outcome of the service user being 'tenancy ready'. The definition of 'tenancy ready' is when a service user is engaged in addressing the issues that have previously been a barrier to maintaining accommodation and the Service Provider agrees that the service user has made sufficient progress in preparing for independent living and has the necessary skills to sustain this.
- 8.5 Once a person has been assessed as 'tenancy ready' they must work with the Service Provider to find more independent accommodation and move on from the service through a Single Move On Offer. This offer can be any accommodation type (shared/self-contained etc.) in any type of residence such as private rented, social housing, treatment based, family etc. This offer could be in any geographical location ie. it does not have to be in Oxfordshire.
- 8.6 The Single Reasonable Offer will need to be made in conjunction with pathway coordination and is expected to be robustly explored by the Service Provider and/or the service user. For example, private sector tenancies would need to be viewed and agreed as suitable and references and deposits etc. set up.
- 8.7 It is the Service Provider's duty to support service users in making informed choices and to understand the consequences of their choices. The Service Provider and service users should work together on move on planning, options appraisals and implementation of the Single Move On Offer. See Annex 3 for more information on the Single Move On Offer

9. Review of the Support Plan

- 9.1 The Service Provider is required to have in place a robust process for managing and monitoring service users' progress towards the achievement of their outcome goals, and for adjusting as necessary the required service inputs. The Service Provider's assessment procedures must be assessed by and approved by the Council and will be spot checked.
- 9.2 Reviews must be carried out on at least a monthly basis to establish what progress has been made and whether any changes are needed to the Support Plan.
- 9.3 The reviews and any adjustments to the Support Plan must be documented and shared with all parties involved in its delivery and the

achievement of the outcome goals, within 24 hours of the changes being made.

10. Staffing

- 10.1 The Service Provider will be required to maintain staffing arrangements at a level which is safe and of sufficient quality to allow the time required and continuity of staff necessary to maximise the service user's potential within the timeframes of the service.

11. Staff Competencies, Training and Development

11.1 Staff competences and training

- 11.1.1 Training should provide frontline staff with the skills and knowledge they require to meet and challenge the diverse range of support types and needs of service users and maximise the number of service users moving through the pathway and into independence.
- 11.1.2 The Service Provider must provide a comprehensive programme of training for all staff engaged in the delivery of the Service which delivers competencies ranging from fundamentals of housing related support, to those which capture more complex needs, and is broad enough to address the diversity of service users.
- 11.1.3 The Service Provider must provide adequate management support and back up to support staff, including specialist support to staff dealing with people with particular support needs, complex needs and people who may pose a risk to themselves or others.

11.2 Required scope and areas of learning

- 11.2.1 The Service Provider's training programme should be tailored to delivering the required competencies for different levels of support types provided in the Service. The Service Provider's staff should undertake training and be competent to deliver housing related support prior to commencing work.
- 11.2.2 The Service Provider must enable the workforce to develop diverse skills. There is more 'cross over' emerging between support and care roles and the Service Provider is required to recognise this and train staff accordingly. See www.skillsforcare.org.uk for a variety of topic-based learning resources in areas such as mental health, wellbeing, dementia etc. See www.sitra.org for training and briefings on supported housing, health and social care. Training must reflect the following, non-exhaustive list of key competencies and knowledge. This may be updated by the Council.
- Excellent communication/engagement skills

- A positive attitude to supporting people with housing related support needs
- An empathic/non-judgemental approach
- Good knowledge and understanding of issues relating to service users such as complex or multiple needs, substance misuse, offending and anti-social behaviour
- Ability to identify when service users do not have basic English and maths skills
- Evidence based approaches
- Good knowledge of services, facilities and organisations in local communities
- Working in person centred ways, using a supportive and empowering approach
- Ability to inspire trust and confidence
- Working with aggressive behaviour
- Working safely and positively with risk
- Deliberate self-harm
- Safeguarding vulnerable adults
- Knowledge of statutory systems
- Relevant legislation and best practice including the Care Act 2014
- Knowledge of housing issues
- Skills and training in Welfare Benefits
- Fire safety awareness
- First Aid

11.3 Staff evaluation and personal development

11.3.1 The Service must ensure that all staff engaged in the delivery of the housing related support:

- Have an identified line manager who provides regular one-to-one supervision and keeps written records that are held in an individual staff file
- Are supported by workplace assessment, supervision and coaching
- Are continually monitored with regular supervision sessions with an identified senior staff member no less frequently than on a 6-weekly basis to enable them to develop the necessary skills to meet the Service needs
- Have the opportunity, through supervision and direct approach, to highlight areas of work for which they need, or would like to attain greater expert guidance and training
- Have a planned annual appraisal that builds on previous work and sets out objectives for future development.

12 Communications

12.1 The Service Provider will be required to provide the following information:

- a) On entry to the service, a leaflet for service users explaining:
 - The purpose of the service, the support types provided and expected outcomes for service users,
 - What the service user can expect from the Service, e.g. type of support, frequency of support planning meetings, etc
 - Maximum duration of the service, emphasising that service users will be expected to exit the service within 4 weeks for the Assessment Beds and 6-9 months for the other service types
 - Payments the service user is expected to make (i.e. service charge, rent), but that there is no charge to service users for the support service
 - What will happen if the person still requires support following a period of housing related support or if their needs increase during the support period
 - Who to contact if the person has questions or concerns
 - How to make a complaint or comment about the Service

This publication should carry the Council's logo. Draft publications must be reviewed and approved by the Council.

- b) At the start of the service, a copy of the person's Support Plan, and subsequent revisions to the plan, to be given to the service user [see Section 8].
- c) An up-to-date range of health promotion and prevention information, to further support service users in achieving their outcome goals and maintaining their health, wellbeing and independence following move on from the pathway.

13. Quality and Performance

13.1 The Service Provider will be subject to regular quality monitoring reviews undertaken by The Council. The review will involve:

- a) analysis of the Service provided by the Service Provider
- b) completing visits to service
- c) observation and discussions with people using the Service
- d) observation and discussions with the Service Provider
- e) gathering of feedback from others such as professionals involved in and in contact with service users
- f) observation of paperwork, systems, processes and procedures used by the Service Provider at both a local level and organisational level

- 13.2 The Council will rate the Service Provider using a traffic light system (Red, Amber, Green) via 10 standards. In the case of any Amber or Red ratings, the Service Provider will be asked to supply its action plan for addressing this for discussion with the Council.
- 13.3 The performance of the Service Provider will be monitored by the Council through regular contract monitoring meetings. The Service Provider will be responsible for proving the Council with performance information. The Contract Monitoring and Review Process is shown in Schedule 3: Monitoring/Review.

Annex 1: Referral Pathway

1 Eligibility Criteria

- 1.1 There will be clear eligibility criteria for access into the pathway across the county. All referrals to the homelessness pathway will be in the following priority categories based on the level of vulnerability:

Priority 1	No Second Night Out	The homelessness pathway will meet the needs of vulnerable verified rough sleepers or those with complex needs, who are new to rough sleeping . Housing Options should deal with those who are not vulnerable.
Priority 2	No Living on the Streets	Entrenched and persistent rough sleepers who have been verified . Following verification, if they have complex needs they will go to the assessment centre (if they meet the criteria for local connection, recourse etc) and then onto an appropriate single service offer.
Priority 3	No First Night Out	The homelessness pathway will meet the needs of vulnerable sofa surfers (or of no fixed address), or those with complex needs, who are on the point of homelessness . This will also include previous rough sleepers who are being discharged from hospital or leaving prison with no address to go to. The purpose would be to prevent rough sleeping, particularly for those individuals who have previously slept rough. A referral to Floating Support service could divert the person away from the pathway at this point. Those who do not have support needs should have to obtain advice from Housing Options. NB: Priority 3 should negate the need for a Non-Verification Panel.

- 1.2 In addition to the above priorities, any person accessing this service must:

- Be verified as rough sleepers under Priorities 1 and 2;
- Be confirmed as vulnerable and/or having complex needs and on the point of homelessness under Priority 3;
- Have recourse to public funds and;
- Have a local connection to Oxfordshire

- 2 Access will be controlled through a pathway coordination function. The coordination function will ensure that referrals from the districts/city meet the eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the needs across the county.

3 Tier 1 - First point of contact

Firstly, all rough sleepers identified in Priorities 1 and 2 will require verification before a referral can be made onto the pathway. Verification

will need to be completed whilst the person is rough sleeping and will be carried out by the relevant outreach team or other authorised agency depending on where the person is rough sleeping. For those in Priority 3, it will need to be established that the person is vulnerable and/or has complex needs and that they are on the point of homelessness. This will be completed by the relevant local housing authority in conjunction with pathway coordination.

4 Discharge from hospital

Where a rough sleeper, or someone with a history of rough sleeping, is admitted to hospital a discharge plan should be produced by the hospital. Where access into the homelessness pathway is required then the following process will apply:

- Either the hospital refers the person through the gateway to the Assessment Centre, where the individual has complex needs and meets the eligibility criteria;
- Or, the hospital refers to the district/city council in which the person was last based, with the council deciding whether to refer into the homelessness pathway or divert the person away from the pathway.

- 5 There will be a named district/city liaison person who will be responsible for coordinating the activity falling under Tier 1 of the pathway and applying local connection policy criteria alongside the agreed pathway eligibility criteria. Vulnerability under all 3 Priorities will be established by assessment via the outreach service/local housing authority in conjunction with pathway coordination. The named district/city person will liaise with pathway coordination at operational level and jointly 'validate' the referrals into the pathway.
- 6 Following verification, and establishing recourse to public funds, a local connection to at least one of the local authority areas in the county will need to be explored. This will be completed by the outreach service and/or local housing authority in the area that verification took place or where they are currently at the point of homelessness and agreed by the relevant housing options team/named liaison person.
- 7 For the purposes of the homelessness pathway, there will be an agreed definition of local connection which will be a common understanding that all districts/city accept. This common understanding may not fit into each of the district/city's own local connection policies so although a person will have a local connection to Oxfordshire, they may not be able to access social housing where they claim to have a local connection, depending on their circumstances.
- 8 Whilst local connection is being established, the person can be considered for access to the pathway to the lower needs Assessment Beds in this Service or the Assessment Centre in Oxford if the person has more complex needs.

- 9 Portable Assessment - where local connection can be established immediately and all other eligibility criteria has been satisfied then the person can be considered by pathway coordination for a Single Service Offer, bypassing the Assessment Beds/Assessment Centre.
- 10 Reconnection - if the person does not have a local connection to Oxfordshire, the outreach service will work with that person to reconnect them to where a local connection exists (following reconnection policy guidelines).
- 11 Diversion - if the person has been verified, has recourse to public funds and has a local connection, their housing options will be considered. Where possible and appropriate, the person will be diverted away from the homelessness pathway and into accommodation via deposit/bond scheme, returned home etc. If the local connection is with another district/city in Oxfordshire, a referral will be made at this point to the relevant district to see if diversion is possible. Where diversion is not possible, a referral will be made into the homelessness pathway via pathway coordination.
- 12 **Tier 2 - Entry Stage (Gateway and Assessment)**
Where diversion from the homelessness pathway has not been possible, those meeting the eligibility criteria will be referred into the homelessness pathway. Access through the gateway to the pathway will be controlled through a pathway coordination function in liaison with the named liaison person from the district/city for 'validation' purposes. The coordination function will ensure that referrals from the districts/city will meet the agreed pathway eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the need across the county.
- 13 It is recognised that having applied the eligibility criteria for the pathway at a local level there may be some referrals into the pathway that fall in to Priority 3 as this will be the highest priority referral identified for that district based on need and vulnerability. These should not be excluded from consideration even where there are a number of Priority 1 cases elsewhere in the pathway. The pathway coordination function role is to manage these situations so that there is fair access across Oxfordshire based on need and vulnerability.
- 14 There will be Assessment Beds located in each of the districts and city and an Assessment Centre located in Oxford. Priority for access to the Assessment Beds in the districts/city will be in the priority order of local connection to district of origin followed by other local connection. If the local Assessment Beds are full, a referral will be made to other Assessment Beds in the county or the Assessment Centre in Oxford via pathway coordination, however the first priority for the Assessment Beds will always be those who have a local connection to that district/city.

- 15 The Assessment Beds in the districts will not have 24 hour cover and therefore a risk and needs assessment will be carried out by the outreach service/local housing authority in conjunction with pathway coordination to establish whether occupation of an Assessment Bed in the districts is safe and appropriate. If the risk is too high or the needs too complex, the person will be considered by pathway coordination for the Assessment Centre in Oxford which will have 24 hour cover.
- 16 Access to these beds will be controlled by pathway coordination in conjunction with a named liaison person in each of the district/city councils and outreach services. Eligible people will be referred to the Assessment Beds/Assessment Centre for a maximum of four weeks whilst diversion is further explored, a local connection to the county is established and a Single Service Offer is considered.

Annex 2: Oxfordshire Homelessness Pathway

Prevention/Diversion

The priority is to prevent people becoming homeless and to enable them to access support from community based services. However, for some people this will not be possible and so they may require accommodation based housing related support from services within the Oxfordshire Homelessness Pathway.

Eligibility Criteria

There will be clear eligibility criteria for access into the pathway across the county. All referrals to the homelessness pathway will be in the following **priority categories based on the level of vulnerability:**

Priority 1	No Second Night Out	The homelessness pathway will meet the needs of vulnerable verified rough sleepers or those with complex needs, who are new to rough sleeping. Housing Options should deal with those who are not vulnerable.
Priority 2	No Living on the Streets	Entrenched and persistent rough sleepers who have been verified. Following verification, if they have complex needs they will go to the assessment centre (if they meet the criteria for local connection, recourse etc) and then onto an appropriate single service offer.
Priority 3	No First Night Out	The homelessness pathway will meet the needs of vulnerable sofa surfers (or of no fixed address), or those with complex needs, who are on the point of homelessness. This will also include previous rough sleepers who are being discharged from hospital or leaving prison with no address to go to. The purpose would be to prevent rough sleeping, particularly for those individuals who have previously slept rough. A referral to Floating Support service could divert the person away from the pathway at this point. Those who do not have support needs should have to obtain advice from Housing Options. NB: Priority 3 should negate the need for a Non-Verification Panel.

Access will be **controlled** through a **pathway coordination function**. The coordination function will ensure that referrals from the districts/city meet the eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the needs across the county.

Young People

Young people aged 18+ will be eligible for the Oxfordshire Homelessness Pathway. There will be an agreed quota for young people aged 18 to 24 which will be reviewed on an annual basis. Young people will be subject to

the same priority categories as adults based on level of vulnerability ('age' will be considered as a vulnerability).

Access for young people aged 18 to 24 would need to be via the Young People's Pathway. Following verification, young people would need to be assessed by the Young People's Pathway before a referral is made. The Young People's Pathway would work with the young person to re-engage and/or get them to the position where they can (re-)enter the Young People's Pathway.

In addition, anyone accessing the homelessness pathway must:

- be **verified** as rough sleepers **under priorities 1 and 2**
- have recourse to public funds
- have a local connection to Oxfordshire.

STAGES

Tier 1

First Point of Contact

(Identification & verification)

All **rough sleepers** identified in **Priorities 1 and 2** will **require verification**.

This will be completed by the relevant outreach team or other authorised agency dependent on where the person is rough sleeping. Each district/city will ensure a service is provided for verification purposes and to establish if the person has recourse to public funds.

The verification process would need to be completed whilst the person is rough sleeping.

For the purposes of Priorities 1 and 2, the definition of a rough sleeper is:

People sleeping, about to bed down (sitting on/in or standing next to their bedding) or actually bedded down in the open air (such as on the streets, in tents, doorways, parks, bus shelters or encampments). People in buildings or other places not designed for habitation (such as stairwells, barns, sheds, car parks, cars, derelict boats, stations, or "bashes").

(DCLG Guidance, 2010)

For those in **Priority 3**, it will need to be established that the person is vulnerable and/or has complex needs and that they are on the point of homelessness. This will be completed by the relevant local housing authority in conjunction with pathway coordination.

Vulnerability under all 3 tiers will be established by assessment via the outreach service/local housing authority in conjunction with pathway coordination.

Discharge from hospital

Where a rough sleeper, or someone with a history of rough sleeping, is admitted to hospital a discharge plan should be produced by the hospital.

Where access into the homelessness pathway is required then the following process will apply:

- Either the hospital refers the person through the gateway to the Assessment Centre, where the individual has complex needs and meets the eligibility criteria;
- Or, the hospital refers to the district/city council in which the person was last based, with the council deciding whether to refer into the homelessness pathway or divert the person away from the pathway.

There will be a named district/city liaison person who will be responsible for coordinating the activity falling under Tier 1 of the pathway and applying local connection policy criteria alongside the agreed pathway eligibility criteria.

CHAIN will be used countywide to track the pathway.

Local connection

Following verification, and establishing recourse to public funds, a local connection to at least one of the local authority areas in the county will need to be explored. This will be completed by the outreach service and/or local housing authority in the area that verification took place or where they are currently at the point of homelessness and agreed by the relevant housing options team/named liaison person. For the purposes of the Homelessness Pathway, there will be an agreed definition of local connection which will be a common understanding that all districts/city accept. This common understanding may not fit into each of the district/city's own local connection policies so although a person will have a local connection to Oxfordshire, they may not be able to access social housing where they claim to have a local connection, depending on their circumstances.

Whilst local connection is being established, the person can be considered for access into the pathway to the lower needs Assessment Beds in the districts/city or the Assessment Centre in Oxford (as long as they have recourse to public funds). The Assessment Centre will be for people who have more complex needs and the Assessment Beds in the districts/city will be for people with lower needs.

The named district/city person will liaise with pathway coordination at operational level and jointly 'validate' the referrals into the pathway.

Portable Assessment

Where local connection can be established immediately and all other eligibility criteria has been satisfied then the person can be considered by pathway coordination for a Single Service Offer, bypassing the Assessment Beds/Assessment Centre.

Reconnection - if the person does not have a local connection to Oxfordshire, the outreach service will work with that person to reconnect them to where a local connection exists (following reconnection policy guidelines).

Diversion - if the person has been verified, has recourse to public funds and has a local connection, their housing options will be considered. Where possible and appropriate, the person will be diverted away from the homelessness pathway and into accommodation via deposit/bond scheme, returned home etc. If the local connection is with another district/city in Oxfordshire, a referral will be made at this point to the relevant district to see if diversion is possible. Where diversion is not possible, a referral will be made into the homelessness pathway via pathway coordination.

Tier 2

Entry Stage

(Gateway and Assessment)

Where diversion from the pathway has not been possible, those meeting the eligibility criteria will be referred into the homelessness pathway. Access through the gateway to the pathway will be controlled through a pathway coordination function in liaison with the named liaison person from the district/city for 'validation' purposes. The coordination function will ensure that referrals from the districts/city will meet the agreed pathway eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the needs across the county.

It is recognised that having applied the eligibility criteria for the pathway at a local level there may be some referrals into the pathway that fall into Priority 3 as this will be the highest priority referral identified for that district based on need and vulnerability. These should not be excluded from consideration even where there are a number of Priority 1 cases elsewhere in the pathway. The pathway coordination function role is to manage these situations so that there is fair access across Oxfordshire based on need and vulnerability.

Assessment Beds and Assessment Centre

There will be Assessment Beds located in each of the districts and city and 30 beds in the Assessment Centre located in Oxford. **Priority** for access to the **Assessment Beds** in the districts and city will be in the following **priority order: 1: local connection to district of origin 2: other local connection**. If the local Assessment Beds are full, a referral will be made to other Assessment Beds in the county or the Assessment Centre in Oxford via pathway coordination, however the first priority for the Assessment Beds will always be those who have a local connection to that district/city.

The Assessment Beds in the districts will not have 24 hour cover and therefore a risk and needs assessment will be carried out by the outreach service/local housing authority in conjunction with pathway coordination to establish whether occupation of an Assessment Bed in the districts is safe and appropriate. If the risk is too high or the needs too complex, the person will be considered by pathway coordination for the Assessment Centre in Oxford which will have 24 hour cover.

There will be 7 Assessment Beds in Oxford for lower needs. Again, if needs and risk are too high, the person will be considered for a bed in the Assessment Centre.

The Assessment Centre in Oxford will have 30 beds and will have 24 hour cover. The Assessment Centre will be used for those with complex needs who have a local connection to anywhere in the county.

As above, **Access** to these beds will be controlled by pathway coordination in conjunction with a named liaison person in each of the district/city councils and outreach services. Eligible people will be referred to the Assessment Beds/Assessment Centre for a maximum of four weeks whilst diversion is further explored, a local connection to the county is established and a Single Service Offer is considered.

Assessment Process

Whilst in the Assessment Beds/Centre a full assessment will be completed in order to determine the support required to meet someone's needs. The assessment will establish the next stage for the person which could be within the homelessness pathway or an alternative route.

Assessment will be the process by which

- the housing related support needs of the person are identified and the appropriate type and intensity of support determined
- consideration is given to whether their support needs can be met within the pathway and where
- consideration is given to whether it is more appropriate for a referral to be made to another service, a referral for additional support or a referral to an alternative pathway

Assessments will include identification of what would be the most appropriate Single Service Offer and its location. It will include consideration of their priority placing on the 'waiting list' for an appropriate Single Service Offer.

Exit from the Assessment Beds/Assessment Centre will either be:

- diversion away from the pathway ie return home, reconnection, a more suitable pathway etc.
- a single service offer via pathway coordination to Complex Needs, Progression or Move On Ready accommodation on the pathway

If the person has a local connection to one of the districts, the assessment will be conducted in conjunction with the district. If there is the need for a face to face interview, arrangements will be made with the appropriate district.

Assessment Beds in districts/city have been modelled to provide approximately 3 hours support per person per week. The Assessment centre has been modelled to provide approximately 7.5 hours support per person per week.

Timescales

The maximum time spent in the Assessment Beds/Assessment Centre will be four weeks however there will be some discretion around the length of time and this discretion will be written into the operational protocol which will be produced alongside this document.

Tier 3

Service Offer

(Complex needs, Abstinence, Progression or Move On Ready)

Following assessment (maximum of 4 weeks), people will move on to a service most appropriate to meeting their needs. If this is within the homeless pathway, the move will be via a **Single Service Offer** made through pathway coordination. Wherever possible the Single Service Offer will be made into the 'local' services according to local connection, level of needs and service availability, so that people are supported in the area of origin. The services offered within the homelessness pathway will be either Complex Needs, Abstinence, Complex/Progression, Progression, Progression/Move On Ready or Move On Ready.

Services will be designed to support homeless people with varying levels and complexity of need and access will be prioritised accordingly. This includes people with complex or multiple needs, substance misuse, offending and anti-social behaviour. Support will be tailored to suit the individual.

If someone is placed out of their area of connection, they will be eligible to move to their local service when a vacancy arises as long as this is appropriate according to level of need.

Service Levels

Complex Needs

Accommodation based services designed to support people with complex needs ranging from very high to high. These complex needs units will be based in Oxford as services in the districts will not be staffed 24/7.

Complex needs has been modelled to provide approximately 7.5 hours support per person per week.

The definition of Complex Needs is as follows:

People with multiple needs and exclusions experiencing several problems at the same time, such as mental ill health, homelessness, drug and alcohol misuse, offending, physical disability and family breakdown. If one of these needs were to be addressed it would be likely the others would still exist. They pose a risk to themselves, others or property, have ineffective contact with services and are living chaotic lives.

Complex/Progression

Accommodation based services designed to support people with more manageable complex needs to those with medium needs looking at progressing. There will be a number of Complex/Progression units in the districts and a larger number based in Oxford.

Complex/Progression support has been modelled to provide approximately 6 hours support per person per week.

Progression

Accommodation based services designed to support people with medium needs looking at progressing. There will be a number of Progression units in the districts and a larger number based in Oxford.

Progression support has been modelled to provide approximately 5 hours support per person per week.

Progression/Move On Ready

Accommodation based services designed to support people with medium to low needs although these may spike to higher. These people should be getting ready to look for more independent accommodation, however people can leave the pathway for more independent accommodation at any stage. There will be a number of Progression/Move On Ready units in the districts and Oxford.

Progression/Move On Ready has been modelled to provide approximately 4 hours support per person per week.

Move On Ready

Accommodation based services designed to support people with lower needs although these may spike to higher. These people should be ready to look for more independent accommodation, however people can leave the pathway for more independent accommodation at any stage. There will be a number of Move On Ready units in the districts and Oxford.

Move On Ready has been modelled to provide up to 2 hours of support per person per week.

Abstinence Units

Accommodation based services designed to support people who require a safe place to be abstinent. There will be a small number of Abstinence Units in Oxford.

Abstinence units have been modelled to provide approximately 5 hours of support per person per week.

All moves **between** services in the county will be controlled by pathway coordination.

Tier 4

Move On

(Move on options)

Preparing people to move on from the homelessness pathway is a key function and outcome for the services. All moves away from the

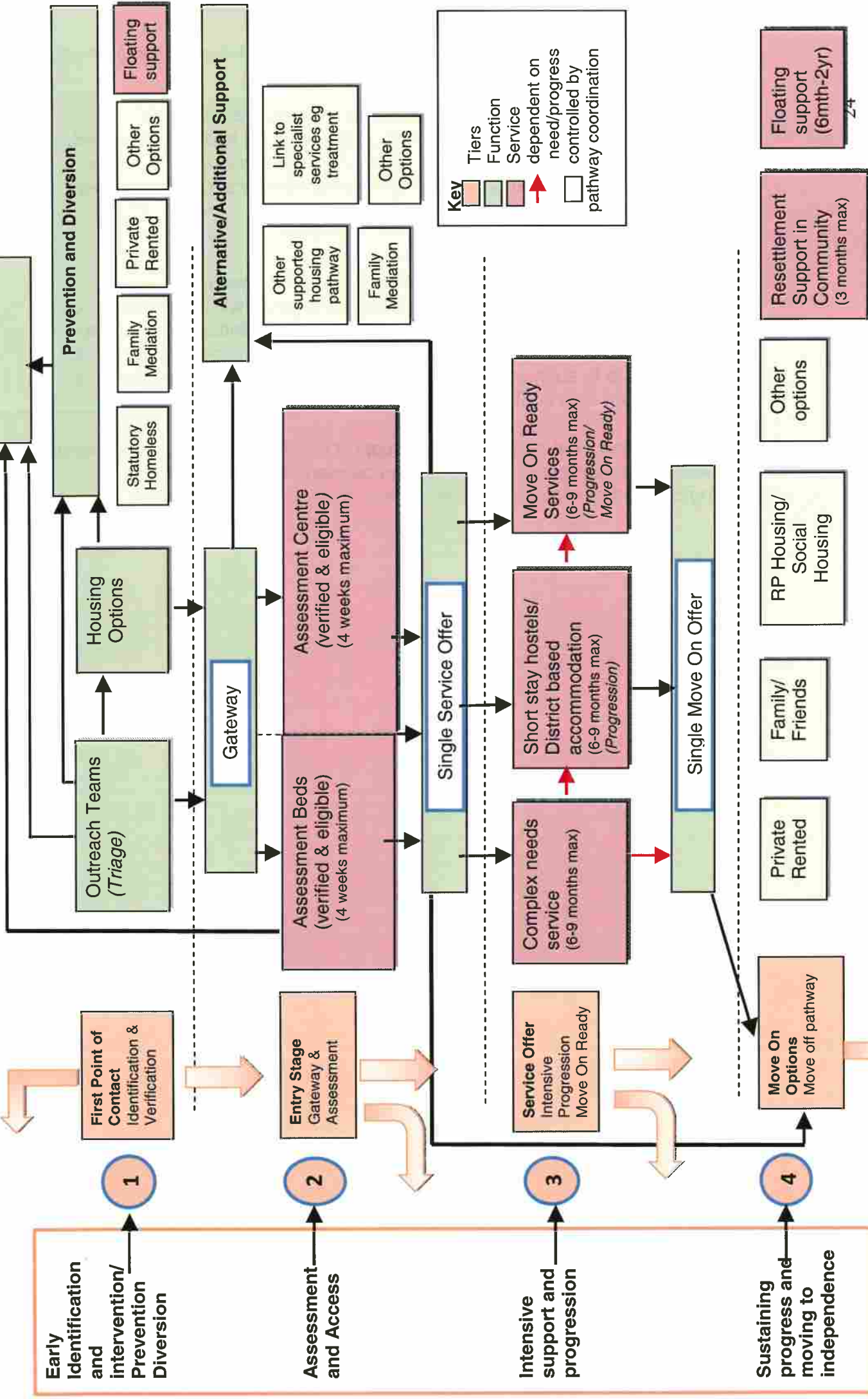
homelessness pathway will be controlled and monitored by pathway coordination via a **Single Move On Offer**. This could be into private rented, to family/friends or social housing etc. Each district/city has an allocations policy which awards a level of priority for move on and local connection will apply.

Independence

Resettlement support - on leaving the pathway people will live independently. However, outreach resettlement support will be available from the last service prior to moving into independence for a limited time of up to three months (provided they move within Oxfordshire and are in need). The purpose of this is to support the transition and ensure a clear handover to any other service that may continue to work with the individual.

Floating Support - if a person still has support needs beyond the three month resettlement support period, a referral can be made to the Community Floating Support service for a limited period.

Oxfordshire Homelessness Pathway v6 (for publication) Oxfordshire Homelessness Pathway v6 (for publication) Oxfordshire Homelessness Pathway v6 (for publication)



Annex 3: Single Move On Offer Protocol

1 During the service user's stay in the service it is expected that support needs will be addressed as early as possible and planned move on into the community and away from the pathway will be a key outcome. This will maximise the ability of the service to support single homeless people and couples into moving on to more independent accommodation and not have service users remaining in the accommodation when they no longer require the support service.

2 Tenancy Ready

2.1 The definition of being 'tenancy ready' is when a service user is engaged in addressing the issues that have previously been a barrier to maintaining accommodation and the Service Provider agrees that the service user has made sufficient progress in preparing for independent living and has the necessary skills to sustain this.

2.2 Service users need to be enabled to make informed decisions and choices throughout all stages of move on planning. It is the Service Provider's duty to bring this protocol to the service user's attention at an early stage and ensure that they understand its purpose.

2.3 As soon as service users are assessed to be 'tenancy ready'; they should be working with the Service Provider to find more independent accommodation and move on from the service. This would include a housing options assessment with the relevant local housing authority to help identify what suitable move on options would be taking into account the service user's individual circumstances and the availability of accommodation. Moves between housing related support services are already completed through a Single Service Offer. This protocol is for service users moving into independence and away from the pathway.

3 Single Move On Offer

3.1 Move on away from the pathway will be through a Single Move On Offer. This offer could be sourced either by the Service Provider or the service user and could be in conjunction with the local housing authority. This offer could be any accommodation type (shared/self-contained etc.) in any type of residence such as private rented, social housing, treatment based, family etc. This offer could be in any geographical location ie it doesn't have to be in Oxfordshire.

3.2 The Single Service Offer would be expected to be robustly explored by the Service Provider and/or the service user. For example, private sector tenancies would need to be viewed and agreed as suitable and references and deposits etc. set up.

- 3.1 It is the Service Provider's duty to support service users in making informed choices and to understand the consequences of their choices. Service Providers and service users should work together on move on planning, options appraisals and implementation of the Single Move On Offer.
- 3.4 The Single Reasonable Offer must be signed off by pathway coordination and all moves will be monitored by this function.

4 Reasons for refusal

- 4.1 The Service Provider should be advising the service user not to turn down an offer without advice as this could be the only offer and could result in an exclusion from the pathway. There needs to be a valid reason for refusal of a Single Move On Offer by a service user and this would need to be verified by the Service Provider. Reasons for refusal could be:
- Unaffordable (taking into consideration payments other than rent which need to be made such as council tax and child maintenance payments)
 - Physical condition of the accommodation
 - Not safe
 - Near to 'old habits' ie substance misuse/danger of relapse - this would need to be specific
 - Police/MAPPA exclusion
 - Safeguarding
 - Threat of violence/harassment
 - Employment/education/training commute too far
 - Physical needs
 - Too far from where receiving treatment (and this cannot be moved)

5 Refusal

- 5.1 If this Single Move On Offer is not accepted by the service user, the Service Provider will inform the Pathway Coordination function. The Pathway Coordination will look at the circumstances and if they agree that the offer was suitable they will instruct the Service Provider to serve a notice. If the service user has not sourced alternative accommodation before the notice period ends, the service user will be evicted.
- 5.2 Following this the service user will not be allowed access to the homeless pathway again for three months. If the service user accesses the homelessness pathway following an exclusion period and again rejects a Single Move On Offer, they will be excluded from the homelessness pathway for six months.
- 5.3 If a service user abandons their accommodation in a service after it is agreed by the Service Provider that they are 'tenancy ready', the service user will not be allowed access to the homelessness pathway again for three months.

- 5.4 If a service user abandons and is not already assessed as 'tenancy ready' they can be verified and access the homelessness pathway again as long as they meet the eligibility criteria.

6 Monitoring

- 6.1 Service users who have been evicted from services on the homelessness pathway due to rejecting a Single Service Offer will be classed as a 'planned departure' by the Service Provider for monitoring purposes with a note added in the performance reports comments.
- 6.2 Single Move On Offer moves will be reported against the Outcomes Target Three by Service Providers on the quarterly monitoring report.
- 6.3 Each month, the Service Provider is expected to report the names and numbers of service users who are 'tenancy ready' along with length of time spent in the service to the contract manager at the Council. This will be refreshed on a monthly basis and Service Providers are expected to inform the contract manager of any changes and the reasons for this change of status.

**Housing Related Support
Progression/Move On Ready
Oxford
Lot 2d
Service Specification
FINAL**

Date: April 2015

Schedule 1: Lot 2d Service Specification

Contents

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3	Service Model and Description	6

Schedule 1: Lot 2d Service Specification

1. General

- 1.1 The purpose of the Oxfordshire Homelessness Pathway is to provide accommodation based housing related support services for homeless people primarily aged 18 to 65 years. who are assessed as meeting the Pathway's service eligibility criteria as detailed in the Generic Requirements. These services will enable people who have been homeless to develop and achieve independence, and to assist in the prevention of homelessness and the reduction of rough sleeping. The housing related support services have been recommissioned to make the pathway as efficient as possible whilst achieving the best possible outcomes for people using the services.
- 1.2 This Service Specification is to be read in conjunction with the Generic Requirements set out in Schedule 1 Part A.

2. Service outcomes

- 2.1 The Council expects that the following outcomes will be realised:

- 2.2 **Outcomes Target One** - Core = 85% of contract value
Housing Related Support Outcomes Matrix:

Outcome Domain 1: Achieve Economic Wellbeing

- Increase the number of people who are supported to maximise their income
- Increase the number of people with housing related arrears/debt who are on an agreed payment plan and making regular payments
- Increase the number of people supported to be in paid work at the point of leaving the pathway

Outcome Domain 2: Enjoy and Achieve

- Increase the number of people supported to achieve their desired qualification
- Increase the number of people completing budgeting and life skills learning activities in preparation for independent living (in house or externally)
- Increase the number of people successfully supported to participate in work-like activities with particular emphasis on work experience completed as a route to potential employment
- Increase the number of people who are enabled to establish contact with other specialist agencies where required
- Increase the number of people who are enabled to establish contact with friends and family where this is appropriate

Outcome Domain 3: Be Healthy

- Increase the number of people registered with and having access to a local GP

Schedule 1: Lot 2d Service Specification

- Increase the number of people supported to develop awareness in areas relevant to better managing their physical health where there is a need
- Increase the number of people supported to access specialist mental wellbeing services when needed
- Increase the number of people who are supported to make appropriate use of mental wellbeing services when needed including better management of self harm rather than only making use of emergency provision
- Increase the number of people identified with a current substance misuse issue to be supported to access substance misuse services

Outcome Domain 4: Stay Safe

- Decrease the number of people who are evicted from the pathway for non-compliance who have a history of tenancy breakdown or repeat unplanned loss of accommodation or who are under a notice
- Increase the number of people successfully receiving a Single Move On Offer and achieving independent living by leaving the pathway
- Increase the number of people who are supported to avoid causing harm to others where there is a need

Outcome Domain 5: Making a Positive Contribution

- Increase the number of people who have more choice (by self-perception)
- Increase the number of people who are involved in the community

Outcome Domain 6

- Top 3 additional outcomes based on what the service user would like to pursue

See Schedule 3: Monitoring/Review Annex A for the specific target percentages attached to the Outcomes Matrix.

2.3 **Outcomes Target Two - Core**

Positive/planned move on from the Service within 9 months set at 80% (this includes moves to other services and moves off the pathway).
Moves from Assessment Beds/Assessment Service within 4 weeks set at 80%

2.4 **Outcomes Target Three - Payment by Results = not exceeding 10% of contract value**

Service users to be 'tenancy ready' and actually move into sustainable, appropriate accommodation off the homelessness pathway through a Single Move On Offer.

2.5 The **definition of 'tenancy ready'** is when a client is engaged in addressing the issues that have previously been a barrier to maintaining accommodation and the provider agrees that the client has made

Schedule 1: Lot 2d Service Specification

sufficient progress in preparing for independent living and has the necessary skills to sustain this.

- 2.6 Sustainable and appropriate accommodation through a Single Move On Offer would be moves such as:
- Renting privately owned accommodation
 - Moved to take up a local authority tenancy (general needs)
 - Moved to take up an Registered Social Landlord tenancy (general needs)
 - Moved into sheltered housing
 - Moved into accommodation as an owner occupier
 - Staying with family members (sustainable and appropriate)
 - Staying with friends (sustainable and appropriate)
- 2.7 Payment will be made on a sliding scale for the percentage of service users who are 'tenancy ready' and have moved off the homelessness pathway into sustainable and appropriate accommodation. The target is set at 80% for the Progression/Move On Ready units¹.
- 2.8 **Outcome Four** - Payment by Results = not exceeding 5% of contract value
Service users who have moved off the pathway and into sustainable appropriate accommodation in Outcome 3 have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire within a 12 month period since leaving the pathway.
- 2.9 Payment will be made on a sliding scale for up to 100% of clients who have moved on to sustainable appropriate accommodation and have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire for 12 months starting from when they left the pathway. The target is set at 90% for the Progression/Move On Ready units².
- 2.10 For both Outcomes Three and Four, performance will be assessed on a quarterly basis and at year end. The full contract value will be paid on a monthly basis, however following annual reconciliation, if there is an element of Payment by Results which has not been achieved this will be deducted from the next payment. See Schedule 2: Finance for more information.

¹ The Council has a right, prior to any extension of the Contract Period beyond the initial 2 year term, to review the targets and, having regard to the Government's national policies of future welfare reform / affordable housing and targets achieved in respect of this outcome by the Service Provider over the preceding 12 months, determine whether the targets set are at an appropriate continuing level and to revise the targets (subject to any change not being greater than 30% (either upwards / downwards) of the original target outcomes set).

² See Note 1

3. Service Model and Description

- 3.1 The main purpose of the Service will be to provide housing related support to single homeless people primarily aged 18 to 65 years, who are assessed as meeting the eligibility criteria enabling them to develop and achieve independence, and to assist in the prevention of homelessness and the reduction of rough sleeping.
- 3.2 The service is designed to support homeless people with varying levels and complexities of need and access will be prioritised accordingly.
- 3.3 The Service will not operate as direct access. Gateway access to the Service will be controlled through a pathway coordination function. The coordination function will ensure that referrals from the districts/city councils meet the eligibility criteria and that access to the pathway is on a fair and equitable basis and balances the needs across the county.
- 3.4 The Service Provider will deliver the Service in accordance with the Referral Pathway shown at Schedule 1: Generic Requirements Annex 1.
- 3.5 Following assessment, people will either be diverted away from the homelessness pathway ie. returned home, reconnected elsewhere, or they will move on to a service most appropriate to meeting their needs. If this is within the homelessness pathway, the move could be to one of the local support types below via a Single Service Offer, coordinated by pathway coordination. Wherever possible, the Single Service offer will be made into the 'local' services according to the local connection of the person, level of need and service availability so that people are supported in their area of origin.
- 3.6 The Service will contain the following range of support types in which support will be tailored to suit the individual:

Progression/Move On Ready units x 10

- a) Provision of a short term (6-9 months) accommodation based housing related support service for people with medium to low needs, although these needs may spike to higher.
- b) The units in this service are available for a local offer for people with a local connection to the Oxford as a priority. Outside of this contract there will also be a small number of these units in the districts. Referrals can be made to different locations in Oxfordshire depending on vacancies and need through pathway coordination
- c) Service delivered during working hours of Monday to Friday with adequate out of hours provision
- d) People using these beds should expect to receive support which is holistic, flexible and tailored to their needs and assets
- e) People using these services will be expected to work with the Service Provider towards reaching outcome goals.
- f) The service users in these units should be getting ready for more independent accommodation

People do not have to move through all support types of the homelessness pathway. As soon as they are assessed as being 'tenancy ready' they can leave the pathway and move into independent accommodation at any stage. This would be through a Single Move On Offer in conjunction with pathway coordination.

Resettlement Support

- a) Provision of outreach resettlement support to service users leaving the Service to live independently.
- b) This will be for a limited time of up to three months, provided that the move to independence has been within Oxfordshire and there is a need for the service.
- c) The purpose is to support the transition into independence and ensure a clear handover to any other service that may continue to work with the individual.
- d) If the service user still has support needs beyond the three months resettlement support period, a referral can be made to a floating support service for a limited period.

3.7 Programme of day time activity

The Service should offer and link into other community-based services which offer a range of activities and meaningful occupation including education, training and employment opportunities.

3.8 The Service will involve the following:

- a) Assessment of service users' needs, eligibility and suitability for the homelessness pathway
- b) Outcome goal setting and support planning, in consultation and agreement with the service user and other professionals as required
- c) Holistic and effective planning and delivery of short term, time-limited, goal-oriented housing related support that helps people to prepare for independent living
- d) Monitoring and review of service users' progress towards and achievement of their goals, outcomes and move on
- e) Resettlement outreach support if required for up to three months to support the transition and ensure a clear handover to any service that may continue to work with the service user.

3.9 All service support types in this service will aim to:

- a) Prevent homelessness and repeat homelessness
- b) Assist in the reduction in the numbers of rough sleepers
- c) Meet housing related support needs of service users and deliver positive outcomes for them
- d) Enable service users to feel empowered and make positive choices about their futures
- e) Promote quality of life, independence and inclusion
- f) Engage service users in the process of planned and successful move on from the pathway into independence

Schedule 1: Lot 2d Service Specification

- g) Improve the accessibility of the service by ensuring service users are able to move on to other suitable more independent accommodation
- h) Work in partnership with other professionals in housing, health, social care, benefits and probation agencies to improve co-ordination, provide an holistic approach and ensure that the housing related support needs of service users are met
- i) Deliver a service which is tailored to the individual needs of service users and represents good value for money
- j) Assist in the process of establishing stable and cohesive communities
- k) Contribute to reducing the frequency and cost associated with accommodation breakdown.

3.10 The Service Provider will be expected to use the CHAIN database to its fullest extent to record information on service users and their movements within the pathway.

Schedule 2

Finance

Schedule 2 - Finance

1.1 Contract Price

Total Contract Value per year = £39,272

- Year One - 1 February 2016 - 31 January 2017
- Year Two - 1 February 2017 - 31 January 2018
- Year Three - 1 February 2018 - 31 January 2019

Lot	Description	£Contract price	£PbR	£PbR
			10%	5%
2d	Progression/Move On Ready	£33,381	£3,927	£1,964

Lot 2d: Progression/Move On Ready units

Outcome Three - 10% 80% 'tenancy ready' and moved into sustainable, appropriate accommodation	performance pay calculator	Outcome Three Payment by Results
Outcome 3 target = 80%		amount available per year = £3,927
81-100%	100%	£3,927
80%	90%	£3,534
75-79%	85%	£3,338
70-74%	80%	£3,142
65-69%	75%	£2,945
60-64%	65%	£2,553
50-59%	55%	£2,160
Under 50%	0%	£0

Outcome Four - 5% 90% did not return to homelessness pathway or verified as a rough sleeper for the 12 months following moving into sustainable, appropriate accommodation	performance pay calculator	Outcome Four Payment by Results Amount Payable
Outcome 4 target = 90%		amount available per year = £1,964.00
Performance		Amount Payable
91-100%	100%	£1,964.00
90.00%	90%	£1,767.60
85-89%	85%	£1,669.40
80-84%	80%	£1,571.20
75-79%	75%	£1,473.00
70-74%	70%	£1,374.80
65-69%	65%	£1,276.60
60-64%	60%	£1,178.40
55-59%	55%	£1,080.20
50-54%	50%	£982.00
40-49%	40%	£785.60
30-39%	30%	£589.20
20-29%	20%	£392.80
10-19%	10%	£196.40
Below 10%	0%	£0.00

Outcome Four - 5% 90% did not return to homelessness pathway or verified as a rough sleeper for the 12 months following moving into sustainable, appropriate accommodation	performance pay calculator	Outcome Four Payment by Results Amount deducted
Outcome 4 target = 90%		amount available per year = £1,964.00
Performance		Amount Deductible
91-100%	0%	£0.00
90.00%	10%	£196.40
85-89%	15%	£294.60
80-84%	20%	£392.80
75-79%	25%	£491.00
70-74%	30%	£589.20
65-69%	35%	£687.40
60-64%	40%	£785.60
55-59%	45%	£883.80
50-54%	50%	£982.00
40-49%	60%	£1,178.40
30-39%	70%	£1,374.80
20-29%	80%	£1,571.20
10-19%	90%	£1,767.60
Below 10%	100%	£1,964.00

- 1.2 Payments due will be calculated on a 52 week basis unless stated otherwise and will, save in relation to the Advance Payments (payable in accordance with the provisions of Special Condition 12, be payable for the Services monthly in arrears.
- 1.3 See Annex 1: sets out further information and methodology as to Advance Payment by Results.

Annex 1: Advance Payment by Results methodology

This annex gives further information around the methodology of the Advance Payment by Results element of the contract.

1. Outcome 3: (Payment by Results = not exceeding 10% of annual contract value)

- 1.1 Service users to be '**tenancy ready**' and to have actually moved into sustainable, appropriate accommodation off the homelessness pathway through a Single Move On Offer.
- 1.2 '**tenancy ready**' means when the parties consider that a client is engaged in addressing the issues that have previously been a barrier to maintaining accommodation and the Service Provider agrees that the client has made sufficient progress in preparing for independent living and has the necessary skills to do so.
- 1.3 Sustainable and appropriate accommodation through a Single Move On Offer would be moves such as:
 - Renting privately owned accommodation
 - Moved to take up a local authority tenancy (general needs)
 - Moved to take up a Registered Social Landlord tenancy (general needs)
 - Moved into sheltered housing
 - Moved into accommodation as an owner occupier
 - Staying with family members (sustainable and appropriate)
 - Staying with friends (sustainable and appropriate)
- 1.4 The calculation for performance will be based on the number of people who have been classed as 'tenancy ready' and have moved off the pathway into independence through a Single Move On Offer as a percentage of the number of people who have been classed as 'tenancy ready' over the period of a year.
- 1.5 Payment will be made on a sliding scale for the percentage of service users who are 'tenancy ready' and have moved off the homelessness pathway into sustainable and appropriate accommodation. Individual targets will be set for each service type within the Lots.

- 1.6 The Council has chosen to calculate the Advance Payment on an annual basis in order to give a fair period to assess performance.
- 1.7 Payment for this element of the contract will be made in full on a monthly basis and any deductions necessary will be made annually following reconciliation in the first quarter following the first year, and subsequent years of the Contract Period.

Example of Payment Scale for Outcome Three, for illustration purposes only

Outcome Three - 10%	performance pay calculator	Outcome Three Payment by Results
84% 'tenancy ready' and moved into sustainable, appropriate accommodation		
Outcome 3 target = 84%		amount available per year = £22,600.00
85-100%	100%	£22,600.00
84%	90%	£20,340.00
80-83%	85%	£19,210.00
75-79%	80%	£18,080.00
70-74%	75%	£16,950.00
60-69%	65%	£14,690.00
50-59%	55%	£12,430.00
Under 50%	0%	£0

Example based on illustration:

21 people are 'tenancy ready' in a year

Of these, 18 people move off the pathway through a Single Move On Offer.

This means that 85.7% of people moved off the Pathway to suitable, appropriate accommodation which exceeds the target. This falls into the 85-100% bracket and the Service Provider would be paid 100% of the payment by results element of the contract which is £22,600.

If 17 people move off the pathway through a Single Move On offer, this is equal to 81.0% which is below the target. This falls into the 80-83% bracket and the Service Provider would be paid 85% of the payment by results element of the contract which is £19,210.

2. Outcome 4: (Payment by Results = not exceeding 5% of annual contract value)

- 2.1 Service users who have moved off the pathway and into sustainable appropriate accommodation in Outcome 3 have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire within a 12 month period since leaving the pathway.
- 2.2 Payment will be made on a sliding scale for up to 100% of clients (target set at a range of 75% to 90%) who have moved on to sustainable appropriate accommodation and have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire for 12 months starting from when they left the pathway.
- 2.3 Payment for this element of the contract will be made in full on a monthly basis and any deductions necessary will be made annually following reconciliation in the first quarter following the first year, and subsequent years in the contract.
- 2.4 The calculation for performance will be based on the number of people returning to the homelessness pathway or being verified as a rough sleeper in Oxfordshire within 12 months of leaving the service under Outcome 3 (i.e. tenancy ready and moving into sustainable, appropriate accommodation off the pathway through a Single Move On Offer) as a percentage of the number of people leaving the service under Outcome 3. This will be measured on a sliding scale. If the Service Provider does not achieve the target percentage, deductions will be made according to the sliding scale in the final contract year on how far below the target has been achieved.
- 2.5 The Council has chosen to calculate the Advance Payment on an annual basis in order to give a fair period to assess performance.

Example based on illustration below:

Based on 18 people who moved off the pathway through a Single Move On Offer in Outcome 3 (see above example).

If 5 of these 18 people return to the pathway or are verified as a rough sleeper in Oxfordshire over a year this means that 27.8% of people have returned. This is equal to 72.2% remaining off the pathway and not returning which falls into the 70-74% bracket. Therefore the Service Provider would be paid 70% of the payment by results element of the contract which is £2,975.

If 2 of these 18 people return to the pathway or are verified as a rough sleeper in Oxfordshire over a year this means that 11.1% of people have returned. This is

equal to 88.9% remaining off the pathway and not returning which falls into the 90% target bracket. Therefore the Service Provider would be paid 90% of the payment by results element of the contract which is £3,825.

Example of Payment Scale for Outcome Four, for illustration purposes only

This shows the amount payable according to performance up to 5% of the contract value.

Outcome Four - 5% 90% did not return to homelessness pathway or verified as a rough sleeper for the 12 months following moving into sustainable, appropriate accommodation	performance pay calculator	Outcome Four Payment by Results Amount Payable
Outcome 4 target = 90%		amount available per year = £4,250.00
Performance		Amount Payable
91-100%	100%	£4,250.00
90.00%	90%	£3,825.00
85-89%	85%	£3,612.50
80-84%	80%	£3,400.00
75-79%	75%	£3,187.50
70-74%	70%	£2,975.00
65-69%	65%	£2,762.50
60-64%	60%	£2,550.00
55-59%	55%	£2,337.50
50-54%	50%	£2,125.00
40-49%	40%	£1,700.00
30-39%	30%	£1,275.00
20-29%	20%	£850.00
10-19%	10%	£425.00
Below 10%	0%	£0.00

This table shows the amount **deductible** based on performance for up to 5% of the contract value. (For illustration purposes only)

Outcome Four - 5% 90% did not return to homelessness pathway or verified as a rough sleeper for the 12 months following moving into sustainable, appropriate accommodation	performance pay calculator	Outcome Four Payment by Results Amount deducted
Outcome 4 target = 90%		amount available per year = £4,250.00
Performance		Amount Deductible
91-100%	0%	£0.00
90.00%	10%	£425.00
85-89%	15%	£637.50
80-84%	20%	£850.00
75-79%	25%	£1,062.50
70-74%	30%	£1,275.00
65-69%	35%	£1,487.50
60-64%	40%	£1,700.00
55-59%	45%	£1,912.50
50-54%	50%	£2,125.00
40-49%	60%	£2,550.00
30-39%	70%	£2,975.00
20-29%	80%	£3,400.00
10-19%	90%	£3,825.00
Below 10%	100%	£4,250.00

Schedule 3
Monitoring/Review

Schedule 3

MONITORING AND REVIEW

1. The performance of the Service Provider will be monitored by Oxfordshire County Council in respect of the Key Standards and outcomes contained within this Contract, its schedules and annexes.
2. Monitoring is one of the main ways in which the Council assures itself that the Service Provider is delivering the outcomes required by the Contract and is delivering services to the required standard.
3. Monitoring may include:
 - Performance information.
 - Regular contract monitoring meetings between the Council and Service Provider.
 - Quality Monitoring Reviews, Visits and New Service Checklists
4. The Performance Information Framework requirements of this Contract are detailed in Annex A to this Schedule. The Council reserves the right to reasonably carry out or request of the Service Provider additional monitoring to provide assurance that the Contract is being delivered to the required standards.
5. As well as providing assurance information to the Council, the Service Provider will report and provide assurance in a timely fashion to the appropriate regulating authorities, e.g. Riddor, Oxfordshire Safeguarding Children and Adults Boards.

6. Provision of Performance Data and other Information

- 6.1. The Service Provider will provide to the Council all the information specified in Annex A and such further information as the Council may reasonably require if circumstances occur where the Council consider that additional monitoring beyond the requirements as set out in Annex A is required in exercise of its rights under paragraph 4 above.
- 6.2. The Council may review Performance Information in the course of contract monitoring Meetings, during quality monitoring reviews or visits or as part of a *desk top* review.

7. Contract Monitoring Meetings

- 7.1. Contract monitoring meetings will be led by the Council's Authorised Officer or their representative(s).
- 7.2. Where requested by the Council, reports will be provided in advance of meetings in a format agreed with the Council.
- 7.3. The Service Provider will provide effective representation at meetings and will ensure appropriate and timely follow up of agreed actions.
- 7.4. An Officer for the relevant authority or authorities within the district where the services are being delivered will be invited to attend Contract Monitoring Meetings and contribute to the meeting agenda.

8. Quality Monitoring Reviews, Visits and New Service Checklists

- 8.1. Quality monitoring reviews, visits and New Service Checklists will be carried out by the Council's Authorised Officer or their representative(s).
- 8.2. In order to monitor the standards contained in this contract and its schedules, the Authorised Officer or their representative may wish to carry out the following activities:
- Direct observation of the Service Provider whilst carrying out the business of the Contract.
 - Gathering feedback from staff involved in direct provision of support.
 - Interviews with staff involved in the management of the provision of support.
 - Gathering feedback from service users.
 - Gathering feedback from the representatives of service users.
 - Gathering feedback from other agencies who work in partnership with the Service Provider e.g. treatment services, Landlords, GP, etc.
 - Direct access to recorded information on service user files, including individual support plans and daily logs.
 - Direct access to information held on all complaints, accidents and incidents involving the service.
 - Direct access to all appropriate records kept by the Service Provider in relation to the provision of the service. This will include financial records and information pertaining to staff references, DBS checks, induction, training and supervision.
 - Viewing reports of the Service Provider's own quality assurance system and reports carried out by other parties, such as CQC or OFSTED and any remedial action taken by the Service Provider.
- 8.3. The Service Provider will facilitate the monitoring process and support the Authorised Officer or their representative in viewing records, arranging meetings or liaising with staff, service users and their representatives. The Service Provider will ensure the timely completion of self-assessment documentation if this is required by the Council as part of the monitoring process.
- ## **9. Improvements in Service**
- 9.1. Performance Information, meetings, reviews and visits may identify aspects of the service that are going well and aspects of the service where improvement is needed. Where improvements need to be made, the Service Provider will work with the Authorised Officer or their representative in drawing up an acceptable Action Plan and timetable to resolve the situation. Longer term issues may be dealt with through a service development plan.
- 9.2. The service will be evaluated against the Standards (detailed below) and will be given a compliance rating of either Red, Amber or Green (RAG) depending on the relevant information findings. An overall RAG evaluation will also be determined by the Council and provided to the Service Provider. Services on Red or Amber will be placed on the traffic lights list.

- 9.3 The Council will not place, as the Service Provider acknowledges, a Client in a service provided by the Service Provider that has been given a red traffic light.
- 9.4 The Council will place with caution a Client in a service that has been given an Amber traffic light.
- 9.5 In the event of a RAG rating of Red or Amber, the Service Provider must take appropriate remedial action within the timescales as the Council shall reasonably require (on the basis that the breach is capable of remedy) having regard to the gravity of the failure to secure removal of the red or amber status issued by the Council in relation to the Service Provider's compliance with the performance standards against which the Services are to be delivered..

STANDARDS

Leadership and Management

The Service Provider will ensure that:

- Clear line management structure with accountability is in place and roles and responsibilities are understood by staff at all levels.
- Managers are visible, accessible and are good role models for staff.
- There is a strong supervision policy, evidence that supervision is regular, expectations are clear and performance is monitored.
- It invests in training managers in leadership, supervision, appraisal, delegation and all key tasks.
- Managers have sufficient expertise and competency to fulfil their role and have detailed knowledge of services and users.
- Where appropriate services will have a manager registered with CQC and/or Ofsted.
- Managers are able to articulate organisational policies & ensure they are understood by staff.

Staffing Levels and Recruitment

The Service Provider will ensure that:

- Staffing levels reflect the assessed needs of the service users in accordance with the contract.
- The Service aims to be at capacity or near capacity with regards to permanent staffing. Agency usage is at a minimum and if required, the service always ensures agency staff are very familiar with the service.
- There is a robust recruitment process in line with Safer Recruitment practices that includes qualification checks, two references, DBS, identity and immigration checks.
- The Single Central Record is in place and maintained.
- There is a system in place to cover support worker absences and service users are informed of this.
- Staff are selected on basis of interview that determines skills, competency and ability to provide person centred support.
- The Service Provider will seek to actively involve service users in the recruitment and selection of staff.
- The Service Provider will ensure that its staff team is well supported and supervised. This includes provision of at least 6 formal and recorded individual supervision sessions per year in addition to day to day informal contact. Supervision sessions must support the staff team in having clarity and confidence in their roles and responsibilities.

Staff Skills and Training

The Service Provider will ensure that:

- There is a robust induction process that provides opportunities for shadowing and meets all the requirements of the service including service user specific needs (which may include service users).
- It identifies training needs for staff through supervision, observation of performance and appraisal.

- It holds a training matrix for staff to ensure all mandatory training is up to date. This includes safeguarding training in line with the requirements of the Oxfordshire Safeguarding Children's Board and Oxfordshire Safeguarding Adults Board.
- Training is provided in a range of formats including e-learning, classroom based and 'on the job'.
- Staff are aware of policies and can demonstrate them in practice.

Approach to personalisation

The Service Provider will ensure that:

- Service users have a strong sense of being in control of their service which will be offered in a person centred way
- Privacy, dignity, equality and respect are core in all elements of support at all times
- Support promotes independence for service user(s)
- Support is flexible, reliable and consistent
- Outcomes for the individual are clearly specified in support plans/person centred plans and there is evidence these are achieved
- The service user has active engagement with everyone in their social network
- Where appropriate, that service users have access to and participate in their local community
- In line with Oxfordshire's Total Communication Guidelines (<http://www.oxtc.co.uk/>) all service users with learning disabilities should be offered communication in a way they can understand and be understood. Total Communication may include the use of objects, photos and pictures, video, symbols, the written word, a communication passport or life story. All paid staff will have appropriate training in Total Communication.
- In line with Oxfordshire's Total Communication Guidelines, staff are encouraged to recognise the importance of sharing quality time on a frequent basis including (where the care/support package allows), one to one "chat time".
- When supporting a service user in the service user's own or family home, they will make sure that all staff respect the fact that they are guests and should behave accordingly.
- All staff address the service user by their preferred name and are respectful in all interactions.

Care and Support Plans and Risk Assessments

The Service Provider will ensure that:

- All service users are provided with a support plan with clear outcomes specified. Individuals are involved in the development of their plan.
- Service users will also be offered person centred plans and health action plans where appropriate.
- All service users have risk assessments where appropriate, which are proportionate and balance duty of care with independence
- Risk assessments are person centred, person specific and involve specialists where necessary
- All plans and assessments provide clear information about the provision and delivery of support.
- Staff are clear as to the purpose of support plans and risk assessments, and follow them

- Support plans and risk assessments are regularly reviewed with the individual, close relatives/friends and relevant professionals.
- Where it is the wish of the service user, the Service Provider will enable the individual to make decisions about risk as part of an independent lifestyle. The Service Provider will support the person to access information and advice to enable them to make decisions about taking risks.

Health and Safety

The Service Provider will ensure that:

- It has an up to date health and safety policy regularly reviewed
- There is a named person in the organisation with strategic responsibility for Health and Safety who is competent in the role and there is a named person in the organisation with operational responsibility for Health and Safety.
- A clear process is in place to manage health and safety issues in relation to the provision of dwellings for the Service.
- It has a positive risk management system, that ensures risks are managed proportionately, are balanced with duty of care and are person centred
- There is a comprehensive and responsive system for reporting incidents/accidents
- There is evidence the Service Provider learns from serious incidents/RIDDORs/near misses and these changes are applied across the service
- All staff are trained in Health and Safety and understand their individual responsibilities. This is communicated through supervision, training, appraisal and observation.
- All accidents and incidents are reported to the Council (to the relevant operational teams and Joint Commissioning).

Safeguarding

The Service Provider will ensure that:

- At all times, the requirements of the Oxfordshire Safeguarding Children Board and Oxfordshire Safeguarding Adults Board are met.
- Any Service delivering care or support to children and/or service users will complete the annual Section 11 self-assessment of safeguarding processes, will ensure that the outcome of this review is reported to the Council and will promptly follow up any required actions.
- It has a safeguarding policy that is reviewed regularly.
- Everyone in the organisation understands the Council's safeguarding processes and how to report concerns/incidents. This is monitored via supervision, appraisal and observation.
- There is a named person responsible for safeguarding.
- Safeguarding training is offered at induction, and refresher courses are updated.
- There is a culture of openness and transparency with regards to safeguarding and all staff and volunteers are aware of their responsibilities.
- There is a system for monitoring safeguarding and tracking alerts and investigations.
- There is clear organisational learning from safeguarding, including amendments to risk assessments and care plans.
- Any incident of harassment and abuse towards a service user is reported and
- Action taken, in line with the current safeguarding policy for Oxfordshire County Council.

- Safeguarding alerts are raised as soon as the Service Provider is aware that a service user is potentially at risk from harm. The Service Provider must also contact the relevant Operational team and Joint Commissioning to alert them to the incident.

Service Quality and Quality Assurance (including complaints)

The Service Provider will ensure that:

- It has a quality assurance system in place that takes into account information about accidents/incidents, safeguarding alerts, complaints, views of service user, relatives and professionals
- There is evidence that the organisation checks staff practice from front line to senior management to ensure good practice and adherence with policies
- Service users and carers are involved in the quality assurance programme and user and carer views are sought on a regular basis.
- There is a clear and accessible complaints process that response to complaints within 28 days. The process supports the person making the complaint who should not feel victimised for making a complaint.
- Service users and their relatives are aware of the complaints procedure and understand how to use it.
- The organisation is open, responsive and supportive to complainants.
- Informal complaints are recorded. Formal complaints are investigated in accordance with policy, timescales are adhered to, and corrective action taken where appropriate
- In the event of the complaint not being resolvable within the Service Provider's own complaints' process, the Service Provider will make sure that the person wishing to make a complaint is aware of the Oxfordshire County Council's complaints process.
- The Service Provider will keep a written record of all complaints and of the actions taken to resolve them.

Involvement and Engagement

The Service Provider will ensure that:

- The views of people's experience of the service are gathered regularly and used to make improvements.
- There is evidence that support/care plans promote individual choice, and the organisation listens to and responds to individual's wishes and concerns.
- It maximises the ways that people who use the service can be involved e.g. through user forums, feedback forms, individual meetings with managers, board representation.
- People important to the service user are invited to reviews and are welcome in the service and their views are taken into account.

Partnership Working

The Service Provider will ensure that:

- It can provide clear evidence of active engagement with stakeholders on a strategic level e.g. regular liaison meetings, attendance at provider forums etc.
- It can provide evidence of how it works with all the important people in an individual's life to ensure they are supported in the best possible way.

- There is evidence of how it appropriately seeks support, input and guidance from health professionals when this is necessary.
- Service information, referral and assessment processes are clear and easily understood by staff, service users and other referrers.
- If there is a breakdown in the service due to difficulties in working relationships, there is evidence the organisation learns from this.

Annex A to Schedule 3

Performance Information Framework

The Service Provider must ensure that the following information is collected and made available to the Council on a quarterly basis.

A. Outcomes

- The purpose of this information is to give an indication of how well the Service is achieving the agreed outcomes, as detailed in the Service Specification.
- The Service Provider will provide information to the Council on all people using the Services on both entry and exit on a quarterly basis:
 1. **Client Records** – at entry to a service the Service Provider records the data for each new service user
 2. **Outcomes for short-term services** – at the departure of each service user the Service Provider records details of final outcomes (Outcome One in specification)
- The CHAIN database must be used by the Service Provider to its fullest extent, which may capture some or all of this information.
- **SITRA**
The Service Provider will complete the SITRA Housing Related Support Performance Indicator Work book. This information will be returned to Council's Authorised Officer or their representative on a quarterly basis.
- **Local Monitoring Data**
In addition to the above information requirements, the Service Provider will provide quarterly information to Council's Authorised Officer or their representative which may be selected from the dataset below (or as revised by the Council). In determining local monitoring requirements, the Council will seek to minimise the need for duplicate recording.

All the information required above must be provided to the Council on a quarterly basis in such format as the Council shall determine and agree with all Service Providers on the Pathway.

In reporting, the Service Provider will ensure that every report contains information about the last 4 quarters so that themes, trends and patterns are readily identifiable.

Output Data Set - Pathway Coordination function only	
A.	Tier 1 - total number of referrals analysed by gender, age, ethnicity, local connection, source of referral (i.e. outreach, local housing authority, discharge from hospital), Priority category of homelessness.
B.	Tier 2 - total number of admissions analysed by gender, age, ethnicity, local connection, source of referral (i.e. outreach, local housing authority), Priority category of homelessness.
C.	Tier 2 - Number of referrals declined entry into the pathway and reasons for refusal ie not eligible, excluded through Single Move On Offer protocol
D.	Tier 2 - Number of people waiting for entry into the pathway, the priority category and reason for the delay
E.	Tier 2 - length of stay in Assessment Beds or Assessment Centre before moving on

F.	Tier 3 - destination of people moving out of Assessment Beds or Assessment Centre i.e. another service via Single Service Offer or off the pathway
G.	Tier 3 - number of people moving between services on the pathway
H.	Tier3/4 - number of people leaving the services in a planned or unplanned way and reasons for unplanned
I.	Tier 3/4 - Average length of stay of people moving on either between services or off the pathway.
J.	Tier 4 - the number of people receiving a Single Move On Offer
K.	Tier 4 - number of people refusing a Single Move On Offer and being excluded from the pathway for 3 months
L.	Tier 4 - number of people refusing a Single Move On Offer for a second time and being excluded from the pathway 6 months
M.	Tier 4 - number of people 'tenancy ready' and moved into sustainable, appropriate accommodation off the homelessness pathway through a Single Move On Offer including accommodation type and destination (Outcome Three)
N.	Tier 4 - number of people who have moved off the homelessness pathway into sustainable accommodation through Outcome Three who have return to the or have been verified as a rough sleeper in Oxfordshire within a 12 month period of them leaving
Output Data Set - Service Providers	
O.	Number of service users with a current, comprehensive and effective risk assessment and risk management plan in place within 24 hours of admission.
P.	Number of service users with support plan in place within 48 hours of admission.
Q.	Number of service users who have a support plan in place that identifies their health needs and how these will be met.
R.	Number of service users who are registered with a GP.
S.	Number of service users who are regularly engaging in a programme of daytime activity whilst in the pathway and the details.
T.	Number of service users who have been regularly engaging in informal training / life skills whilst in the pathway.
U.	Number of service users who have a support plan in place that identifies strategies for positive engagement with the local community.
V.	Number of service users who have been actively and meaningfully involved in the development and review of their support plan.
W.	Number of service users who have a support plan in place which demonstrates multi-disciplinary involvement.
X.	Number of service users reaching status of 'tenancy ready' reported on a monthly basis plus if there are any changes to this status, the reason for this change
Y.	Number of people receiving resettlement support following move on from the pathway, the format this is completed (i.e. via telephone, drop in, face to face visit etc.) and the length of time
Z.	Number of people referred to a floating support service for additional support
AA.	Total number of people evicted from Service and reasons
BB.	Action taken to avert threat of tenancy/licence breakdown, including development of a multi-agency plan

Outcome Measures

Outcomes Target One - Core

Short term Outcomes Measures Matrix.

For completion at departure when a service user leaves a service. This outcomes matrix is

based on six areas to evidence whether there has been improvement in the lives of service users and that they are in a better position to manage living more independently. The outcome star can be used to as a tool to work with service users on these measures. Targets are set against each outcome and these will be measured to assess performance.

Outcomes Target Two - Core

Positive/planned move on from the Service within 9 months set at 80% (this includes moves to other services and moves off the pathway).

Moves from Assessment Beds/Assessment Service within 4 weeks set at 80%

Outcomes Target Three - Payment by Results = not exceeding 10% of annual contract value

Service users to be 'tenancy ready' and actually move into sustainable, appropriate accommodation off the homelessness pathway through a Single Move On Offer.

The **definition of 'tenancy ready'** is when a client is engaged in addressing the issues that have previously been a barrier to maintaining accommodation and the provider agrees that the client has made sufficient progress in preparing for independent living and has the necessary skills to sustain this.

Sustainable and appropriate accommodation through a Single Move On Offer would be moves such as:

- Renting privately owned accommodation
- Moved to take up a local authority tenancy (general needs)
- Moved to take up a Registered Social Landlord tenancy (general needs)
- Moved into sheltered housing
- Moved into accommodation as an owner occupier
- Staying with family members (sustainable and appropriate)
- Staying with friends (sustainable and appropriate)

Payment will be made on a sliding scale for the percentage of service users who are 'tenancy ready' and have moved off the homelessness pathway into sustainable and appropriate accommodation. There are individual targets set per support type¹.

Outcome Four - Payment by Results = not exceeding 5% of annual contract value

Service users who have moved off the pathway and into sustainable appropriate accommodation in Outcome 3 have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire within a 12 month period since leaving the pathway.

Payment will be made on a sliding scale for up to 100% of clients who have moved on to sustainable appropriate accommodation and have remained off the homelessness pathway or have not been verified as a rough sleeper in Oxfordshire for 12 months starting from when they left the pathway. There are individual targets set per support type².

¹ The Council has a right, prior to the second anniversary of the Commencement Date, to review the targets and, having regard to the Government's national policies of future welfare reform / affordable housing and targets achieved in respect of this outcome by the Service Provider over the preceding 12 months, determine whether the targets set are at an appropriate continuing level and to revise the targets (subject to any change not being greater than 30% (either upwards / downwards) of the original target outcomes set).

² See Note 1

Outcome One: Housing Related Support Short term Outcomes Measures Matrix

Domain	Outcome	Target Measure	Method
Outcome Domain 1 Achieve Economic Wellbeing	Clients successfully supported to maximise their income, including receipt of the correct welfare benefits (1a)	Increase the number of people who are supported to maximise their income. Target = 95% (2014/15 baseline 93%)	Outcomes forms Support Plans
	Clients successfully supported to reduce their overall debt (1b)	Increase number of people with <u>housing related arrears/debt</u> to be on an agreed payment plan and making regular payments. Target = 90%	Outcomes forms Quarterly monitoring report Support Plans
	Clients successfully supported to be in paid work at <u>point of departure</u> (1ci)	Increase the number of people supported to be in paid work at the point of leaving the pathway. Target = 38% (England average) (2014/15 baseline 32%)	Outcomes forms Quarterly monitoring report Support plans

Outcome Domain 2 Enjoy and Achieve	Clients successfully supported to <u>achieve</u> their desired qualification (2aii)	Increase the number of people supported to achieve their desired qualification. Target = 48% (2014/15 baseline 45%)	Outcomes forms Quarterly monitoring report Support plans
	Clients successfully supported to participate in informal learning activities (2b)	Increase the number of people completing budgeting and life skills learning activities in preparation for independent living (in house or externally) Target = 100%	Outcomes forms Quarterly monitoring report Support plans
	Clients successfully supported to participate in work-like activities including voluntary work (2c)	Increase the number of people successfully supported to participate in work-like activities with particular emphasis on work experience completed as a route to potential employment. Target = 72% (2014/15 baseline 69%)	Support plans Outcomes forms Quarterly monitoring report
	Clients successfully supported to establish contact with external services/groups (2di)	Increase the number of people who are enabled to establish contact with other specialist support agencies <u>where required</u>. Target = 98% (2014/15 baseline 94%)	Support plans Outcomes forms Quarterly monitoring report
	Clients successfully supported to establish contact with friends and family (2dii)	Increase the number of people who are enabled to establish contact with friends and family <u>where this is appropriate</u>. Target = 97% (2014/15 baseline 93%)	Support plans Outcomes forms Quarterly monitoring report

<p>Outcome Domain 3 Be Healthy</p>	<p>Clients successfully supported to better manage their physical health (3a)</p>	<p>Measure 1 Increase the number of people registered with and having access to a local GP Target = 100%</p> <p>Measure 2 Increase the number of people supported to develop awareness in areas relevant to better managing their physical health <u>where there is a need</u> Target = 100%</p>	<p>Support plans Outcomes forms Quarterly monitoring report Reports from OCCG</p>
	<p>Clients successfully supported to better manage their mental health (3b)</p>	<p>Measure 1 Increase the number of people supported to access specialist mental wellbeing services <u>when needed</u> Target = 100%</p> <p>Measure 2 Increase the number of people who are supported to make appropriate use of mental wellbeing services <u>when needed</u> including better management of self harm rather than only making use of emergency provision Target = 78% (England average) (2014/15 baseline 73%)</p>	<p>Support plans Outcomes forms Quarterly monitoring report Reports from OCCG</p>
	<p>Clients successfully supported to better manage and overcome their substance misuse issues (3c)</p>	<p>Increase the number of people <u>identified with a current substance misuse issue</u> to be supported to access substance misuse services Target = 100%</p>	<p>Support plans Outcomes forms Quarterly monitoring report Reports from Public Health</p>

<p>Outcome Domain 5</p> <p>Making a positive contribution</p>	<p>Clients successfully supported in developing confidence and ability to have greater choice and/or involvement (5)</p>	<p>Measure 1 Increase the number of people who have more choice (by self perception) Target = 90%</p> <p>Measure 2 Increase the number of people who are involved in the community Target = 87%</p>	<p>Support plans Outcomes forms Quarterly monitoring report</p> <p>Support plans Outcomes forms Quarterly monitoring report</p>
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Outcome Domain 6	Top three additional Outcomes based on what the client would like to pursue	Can be measured in groups based on themes for comparison purposes.	Support plans Outcomes forms Quarterly monitoring report
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B. Quality Indicators

The purpose of this information is to give an indication of the performance of the Service Provider in delivering a safe service.

	Immediate Requirements	Quarterly Performance Reporting
<u>Quality Monitoring Reviews by the Council</u>	The Service Provider will ensure immediate action to the satisfaction of the Council in the event of a serious concern being raised during the course of a Quality Monitoring Review.	The Service Provider will provide a quarterly update to the Council of any actions taken to resolve issues identified during quality monitoring.
<u>Service User Satisfaction Survey</u>		<p>Within the first 12 months of the Contract, the Service Provider will work collaboratively with the Council to develop a <i>Service User Satisfaction Survey</i>, will ensure the survey is completed on a 12 monthly basis and will develop an action plan to address any issues identified.</p> <p>The Service Provider will provide a quarterly update to the Council of any actions taken to resolve issues identified in the Survey.</p>
<u>Complaints</u>	The Service Provider will ensure that the Council is informed of serious complaints received by the Service Provider within 1 working day.	<p>The Service Provider will provide a quarterly report to the Council of the number and type of complaints which have been received each quarter and the action taken to resolve these complaints.</p> <p>In reporting, the Service Provider will ensure that every report contains information about the last 4 quarters so that themes, trends and patterns are readily identifiable.</p>
<u>Accidents and Incidents</u>	The Service Provider will ensure that the Council's Approved Officer or their representative is notified within 1 working day of any serious accidents and incidents which have taken place within the Service.	<p>The Service Provider will provide a quarterly report to the Council of the number and type of accidents and incidents which have occurred each quarter and the actions taken to resolve the situation and prevent future recurrence.</p> <p>In reporting, the Service Provider will ensure that every report contains information about the last 4 quarters so that themes, trends and patterns are readily identifiable.</p>

	Immediate Requirements	Quarterly Performance Reporting
<u>Safeguarding</u>	<p>The Service Provider will ensure that the Council's Approved Officer or their representative is notified within 1 working day of any safeguarding concerns which will also have been escalated to other appropriate agencies by the Service Provider.</p>	<p>The Service Provider will provide a quarterly report to the Council of the number and type of safeguarding alerts and investigations which have occurred each quarter and the action in response.</p> <p>In reporting, the Service Provider will ensure that every report contains information about the last 4 quarters so that themes, trends and patterns are readily identifiable.</p>
<u>Staff</u>	<p>The Service Provider will record and will be ready to produce on request, a <u>Single Central Record</u> which lists <u>all</u> staff directly employed (their grade and role) and all others (including volunteers) who have been chosen by the Service Provider to work with service users in the delivery of the Service.</p> <p>The Single Central Record will include evidence of adherence to 'Safer Recruitment' guidelines, including:</p> <ul style="list-style-type: none"> • An identity check • A qualification check to ensure that staff have relevant and appropriate qualifications for their role. • At least two references. • Enhanced DBS • Checks of the person's right to work in the UK and where the person has lived outside of the UK, further checks (as appropriate) to establish suitability to work with vulnerable people. 	<p>The Service Provider will provide a quarterly report to the Council of the following information:</p> <ul style="list-style-type: none"> • Number of FTE posts at each level/grade • Percentage of the Service delivered by agency staff each month. • Number of days lost to staff sickness each month. • Information on the reasons for any resignation or other termination of employment. <p>In reporting, the Service Provider will ensure that every report contains information about the last 4 quarters so that themes, trends and patterns are readily identifiable.</p>

Schedule 4
Safeguarding Policies and Procedures

Schedule 4

Safeguarding

'Abuse is a violation of an individual's human or civil rights by any other person or persons.' No Secrets (DoH, 2000)

The Oxfordshire Safeguarding Adults Board has adopted the Action on Elder Abuse definition to include acts which, whilst they may not constitute a violation of an individual's right, nevertheless may result in harm or distress:

"... a single or repeated act or lack of appropriate action occurring within any relationship where there is an expectation of trust which causes harm or distress."

Please note that this includes a lack of appropriate action (e.g. a missed visit) where there has been a failure to make alternative arrangements.

GENERAL

- 1 The Service Provider shall ensure the highest standards of protection for vulnerable people and adhere to such standards throughout the Contract Period.
- 2 The Service Provider is responsible for the quality and safety of provision of the Services.
- 3 The Service Provider shall meet the Council's three fundamental requirements for effective safeguarding in the delivery of health and social care:
 - prevention through the delivery of high quality care and support;
 - provision of an effective response where harm or abuse occurs; and
 - continuous organisational learning & improvement.
- 4 The Service Provider shall comply with the Oxfordshire Safeguarding Adults Board's policies and procedures as amended from time to time.
- 5 The Service Provider shall ensure that it has in place systems, policies and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board's Procedures Manual, as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliant with such systems, policies and procedures.
6. The Service Provider shall identify a nominated Safeguarding Lead Officer(s) (children and vulnerable adults as appropriate) with responsibility for:
 - development of safeguarding within the Service Provider's organisation;
 - completing and submitting an annual position statement to the Council by the end of April in each year, to include:
 - Staff training position statement in relation to Safeguarding; and

- a Safeguarding Improvement Plan for the coming 12 months;
- identifying a nominated Safeguarding Manager(s) responsible for:
 - coordinating the Service Provider's response to concerns of abuse and/or neglect where they arise within the provision of the Services in accordance with local procedures; and
 - information sharing with other agencies for the purposes of preventing crime and preventing harm to people who use the Services.

(A) PREVENTION THROUGH THE DELIVERY OF HIGH QUALITY CARE AND SUPPORT

Delivery

- 7 The Service Provider will ensure that Staff provide safe high quality care and support. This includes:
 - conducting rigorous recruitment processes and compliance with the Safeguarding Vulnerable Groups Act 2006;
 - conducting rigorous processes for monitoring the delivery of care and support, and the experience of people who use the Services;
 - ensuring that all Staff have an underpinning understanding and commitment to:
 - Dignity in Care (www.dignityincare.org.uk);
 - health and safety;
 - infection control;
 - the prevention of abuse and neglect of children;
 - protection of vulnerable adults; and
 - compliance with local safeguarding procedures and the Mental Capacity Act 2005.
- 8 The Service Provider will identify and mitigate any foreseeable risks associated with the care/support provided to each person.
- 9 The Service Provider will, as far as it is able, provide consistency and continuity of care and support through, for example:
 - mitigating any foreseeable risks associated with the breakdown or non-delivery of care due to, for example, missed visits, weather, illness etc; and
 - maintaining continuity of care staff wherever possible.

Zero tolerance of abuse

- 10 The Service Provider will ensure that all new members of Staff who will be working with vulnerable clients have received an DBS Adult First Check and shall comply with the requirements relating to Disclosure and Barring Service checks set out in the Conditions.
- 11 Where there is a delay in receiving a Disclosure, the Service Provider may wish to apply for a waiver in which case the Service Provider must:

- check that new Staff have **not** declared any convictions on their application form. (They may have a clear CRB or DBS check from recent previous employment as evidence.);
- obtain **2 satisfactory references** (usually previous employers; never friend/family members);
- have applied for an enhanced Disclosure for the new Staff member.
- ensure that the new Staff member has had a full induction including relevant training, and shadowing. The new Staff member can work in double-up teams from this point.
- carry out a risk assessment for the new staff member to lone work for a **maximum of 8 weeks** until the Disclosure is received.
- must carry out robust weekly monitoring of the new Staff member, including regular spot checks and supervision.
- seek permission from clients to receive care or support from the new Staff member who has met all the above requirements; and
- check with relevant clients weekly that they are happy with the arrangement and advise clients when the Disclosure has been received.

Individualisation

- 12 The Service Provider will deliver care and support that is in accordance with the individual wishes and needs of each person and promotes their individuality and independence and will:
- ensure that all Staff are enabled to meet the needs of each person for whom they provide Services in a manner that respects the individual's dignity;
 - enable the person to maintain the maximum possible level of independence, choice and control;
 - actively listen and support people to express their needs and wants;
 - respect the person's right to privacy and a family life; and
 - work in partnership with the person, their families and local communities to alleviate loneliness and isolation.

Partnership

- 13 The Service Provider will work in partnership with the service user, their family, local communities, health and other agencies to retain and regain independence – for example:
- district nursing and health services;
 - Oxfordshire Falls Service;
 - community mental health and learning disability teams; and
 - Age UK.

(B) EFFECTIVE RESPONSE WHERE HARM OR ABUSE OCCURS

- 14 The Service Provider will ensure that:
- it is aware of and acts in accordance with the principles and standards contained within procedures available on the 'Safe From Harm' website

(www.safefromharm.org.uk) and the Oxfordshire Safeguarding Children's Board (www.oscb.org.uk); and

- it is aware of the necessity to share information in accordance with *Oxfordshire Information Sharing protocols*
- it will ensure that it adopts these throughout its organisation as part of its normal operating practice.

15 In the area of recognising and responding to the abuse or neglect of clients, the Service Provider will ensure that:

- all Staff are competent in recognising and responding to the abuse and/or neglect of clients who have been abused by someone outside the Services;
- all Staff recognise and respond to signs and indicators of abuse and neglect in accordance with local children and vulnerable adults safeguarding procedures;
- all Staff meet competencies 1–15 (safeguarding awareness & alert levels) in the Oxfordshire Safeguarding Adults Board Training Competency Framework;
- it identifies organisational safeguarding manager(s) with responsibility for coordinating the agencies' response to concerns of abuse and/or neglect where they arise within the service e.g. a member of Staff, in accordance with local children and vulnerable adults and local safeguarding procedures.
- all Staff know what to do where abuse or neglect of a child or adult at risk (vulnerable adult) is suspected by someone who is not performing the Services.

"Whistleblowing"

16 The Service Provider will ensure that all Staff are aware of "whistleblowing" procedures and are aware of legal safeguards in accordance with the Public Interest Disclosure Act 2003 (www.pcaw.co.uk).

(C) CONTINUOUS ORGANISATIONAL LEARNING & IMPROVEMENT

17 The Service Provider will ensure that effective systems and processes are in place to promote continuous organisational learning & improvement.

18 The Service Provider will regularly gather information about people's experience of the Services and utilise this information to improve service provision.

19 The Service Provider will operate effective and accessible comments and complaints processes to include:

- ensuring that all people using the service and/or their family/representatives:
 - know how, and feel able, to make comments and/or complaints about the Services without fear of retribution;
 - feel that their concerns are taken seriously and acted on appropriately; and

- know where to go if they are experiencing abuse or neglect;
- being able to demonstrate how learning from comments and complaints has resulted in improvements to the Services.

20 The Service Provider will contribute as necessary to serious case reviews as requested by Oxfordshire Safeguarding Adults Board.

Schedule 5 Information Governance



Schedule 5- Information Governance

1. Council Data

- 1.1. The Service Provider acknowledges that the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights which may subsist in the Council Data.
- 1.2. The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 1.3. The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council.
- 1.4. 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 or any provider acting on the Council's behalf to deliver services similar to the Services as requested by the Council. The Service Provider shall take all actions necessary to ensure that it can legally comply with this obligation.
- 1.5. The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.
- 1.6. The Service Provider shall ensure that any system or media on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's written instructions.
- 1.7. 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:
 - a. require the Service Provider (at the Service Provider's cost and expense) to restore or procure the restoration of the Council Data and the Service Provider shall do so as soon as practicable but not later than five Working Days from the corruption, loss or degradation; and/or;
 - b. itself restore or procure the restoration of the Council Data and shall be repaid by the Service Provider any reasonable costs and expenses incurred in doing so.
- 1.8. If at any time the Service Provider suspects or has reason to believe that the Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council immediately and take such remedial action as the Council shall reasonably require or as may be necessary to preserve, safeguard or restore the Council Data and keep the Council informed of all remedial action taken.

2. Protection of any Personal Data for which the Council is the Data Controller.

The Service Provider shall:

- 2.1. take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data for which the Council is the Data Controller ("Council Personal Data");
- 2.2. obtain prior written consent from the Council prior to the transfer or processing of any Council Personal Data by any of its permitted sub-contractors or agents for the provision of the Services;
- 2.3. ensure that all Staff required to access the Council Personal Data are informed of the confidential nature of the Council Personal Data and comply with the confidentiality obligations in respect of the Council Personal Data as imposed on the Service Provider under the terms of this Contract; ;
- 2.4. ensure that none of the Staff publish, disclose or divulge any of the Council Personal Data to any third party unless directed in writing to do so by the Council;
- 2.5. notify the Council (within five (5) Working Days) if it receives:
 - a. a request from a Data Subject to have access to that person's Personal Data; or
 - b. a complaint or request relating to the Council's obligations under the DPA;
- 2.6. provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a. providing the Council with full details of the complaint or request;
 - b. complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Council's instructions;
 - c. providing the Council with any Council Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d. providing the Council with any information requested by the Council;
- 2.7. permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) (to the extent that the Service Provider is acting on behalf of the Council as a data processor) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or

procure that the Service Provider is in full compliance with its obligations under this Contract;

- 2.8. provide a written description of the technical and organisational methods employed by the Service Provider for processing Council Personal Data (within the timescales required by the Council) and for the secure destruction and permanent deletion of Council Personal Data;

3. Policies and Procedures

3.1. The Service Provider must have in place at the Commencement Date and throughout the Contract Period:

- a. a Completed Data Protection Notification as outlined in the DPA;
- b. policies and procedures for data protection;
- c. specific Staff training relating to data protection;
- d. a named employee responsible for data protection and information security;
- e. a documented system for recording and investigating security breaches; and
- f. clear guidelines for Staff regarding the protection of information kept away from the office.

3.2. The Service Provider will co-operate with the monitoring of such obligations on an annual basis and will notify the Council immediately of any data protection issues and security breaches within its organisation.

3.3. When delivering the Services the Service Provider will uphold the highest standards in safeguarding Personal Data, and specifically will:

- a. ensure that information governance/data security is a key component of both the induction and on-going training programmes;
- b. not allow Staff to use their own personal equipment to store Council Data;
- c. provide Staff with appropriate means for keeping any personal information they are required to store outside of the office securely;
- d. ensure that equipment holding Personal Data is kept secure;
- e. have a procedure in place to ensure the prompt reporting of and dealing with of any security breaches; and

- f. notify the Council of the named senior member of Staff who has responsibility for information governance in their organisation. This person will:
 - (i) develop information governance within the Service Provider's organisation;
 - (ii) complete and submit an annual position statement to the Council by end of April each year, to include an information governance improvement plan for the coming 12 months; and
 - (iii) if not already in place, draft and implement policies, procedures and guidance to ensure that the above information governance best practice is adopted.

4. Access to Council ICT Systems

- 4.1. The Service Provider must comply with all instructions and guidance issued by the Council from time to time relating to the Service Provider's access and use (remote or otherwise) of the Council's ICT systems and ensure all Staff are made aware of this obligation. The Service Provider must ensure that it has a comprehensive training system in place for all Staff, including induction procedures and regular awareness sessions related to information sharing protocols.
- 4.2. For the avoidance of doubt the Public Services Network Code of Connection referred to in Condition 12.7 shall mean all such policies as amended or substituted by government.

Schedule 6
Form of Pension Admission Agreement

DATED

20

(1) OXFORDSHIRE COUNTY COUNCIL

and

(2) [SCHEME EMPLOYER]

and

(3) [ADMISSION BODY]

ADMISSION AGREEMENT
To participate in the Local Government Pension Scheme

Oxfordshire County Council

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SCHEDULE 1 – TRANSFERRED ELIGIBLE EMPLOYEES

THIS AGREEMENT is made the day of 2014
BETWEEN

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, Oxford OX1 1ND (the "Administering Authority")
- (2) [] of [] [(the "Scheme Employer")
and
- (3) **[LIMITED]** (the "Admission Body") whose registered address is at **[insert address]**
and whose registered number is **[insert number]**

WHEREAS

- (A) The Administering Authority is an administering authority within the meaning of the Regulations and administers the Scheme and maintains the Fund in accordance with the Regulations.
- (B) The Scheme Employer is a Scheme employer within the meaning of the Regulations.
- (C) In accordance with Paragraph 1(d)(i) of Part 3 of Schedule 2 of the 2013 Regulations the Admission Body will as a result of the Contract provide services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of the services or assets by means of a contract.
- (D) The Administering Authority the Scheme Employer and the Admission Body have agreed to enter into this Agreement to allow the Admission Body to be admitted to the Scheme and to participate in the Fund so that the Eligible Employees can be members of the Scheme.
- (E) The terms and conditions of such admission have been agreed between the parties to this Agreement as follows.

IT IS AGREED as follows:

DEFINITIONS

In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

"2013 Regulations"	The Local Government Pension Scheme Regulations 2013 (SI 2013/2356)
"Business Day"	any day other than a Saturday or a Sunday or a Public or Bank Holiday in England;
"Commencement Date"	[Insert date]
"Contract"	a contract [dated XXXX] between the Scheme Employer and the Admission Body to provide the Services commencing on [] and terminating on []

unless extended;

“Earlier Regulations”

all or any of the Local Government Superannuation Regulations 1974, the Local Government Superannuation Regulations 1986, the Local Government Pension Scheme Regulations 1995, the Local Government Pension Scheme Regulations 1997, the Local Government Pension Scheme (Transitional Provisions) Regulations 1997, the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007, Local Government Pension Scheme (Administration) Regulations 2008 as appropriate;

“Eligible Employee”

an employee of the Admission Body listed in Schedule 1 formerly employed by the Scheme Employer and whose employment transfers to the Admission Body with effect on and from the Commencement Date as a result of the Contract provided that:

- (i) the employee otherwise satisfies the requirements of the Regulations relating to eligibility for membership of the Scheme; and
- (ii) the employee is and remains employed by the Admission Body in connection with the provision of the Services;

“Fund”

The Oxfordshire County Council Pension Fund

“Member”

an Eligible Employee who joins the Scheme as an active member in accordance with this Agreement or by operation of Regulation 3(6)(b) of the 2013 Regulations (automatic enrolment/re-enrolment) and who remains an active member or subsequently becomes a deferred member or a pensioner member. Where applicable in particular in relation to but not limited to Sub-Clauses 8.1, 8.5, 8.6, 9.4 and 11.1 this term shall also include a Member's spouse civil partner cohabiting partner eligible child or dependant whether actual or prospective;

“Registered Scheme”

Pension

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004;

“Regulations”

The 2013 Regulations and the Transitional Regulations

“Scheme”

The Local Government Pension Scheme established pursuant to the Regulations made by the Secretary of State under sections 7 and 12 of the Superannuation Act 1972;

“Scheme Year”	a year beginning on a 1 April and ending on the next 31 March;
“Services”	the services which are to be provided by the Admission Body under the Contract;
“Transitional Regulations”	The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525).

2 INTERPRETATION

In this Agreement:

- 2.1 expressions have the same meaning as in the Regulations except where the context otherwise requires;
- 2.2 each gender includes all genders;
- 2.3 the singular includes the plural and vice versa;
- 2.4 words preceding “include” “includes” “including” and “included” shall be construed without limitation by the words which follow those words;
- 2.5 a reference to any Clause Sub-Clause Schedule or Recital is except where expressly stated to the contrary a reference to such Clause Sub-Clause Schedule or Recital of and to this Agreement;
- 2.6 headings in this Agreement are for convenience of reference only and shall not be taken into account in its construction or interpretation;
- 2.7 the Schedules to this Agreement form part of this Agreement;
- 2.8 save where stated to the contrary any reference to this Agreement or to any other document shall include any permitted variation amendment or supplement to this Agreement or to such document; and
- 2.9 any 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 replaced consolidated or re-enacted.

3 THIRD PARTY RIGHTS

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

4 THE REGULATIONS

- 4.1 The Regulations shall apply for determining the rights and obligations of and the action which is to be taken by each party to this Agreement.

4.2 The Admission Body undertakes to:

- 4.2.1 adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and in any employer's

guide published by the Administering Authority and provided to the Admission Body;

4.2.2 to promptly inform the Administering Authority of all decisions made by the Admission Body concerning Members under Regulation 72 and Regulation 74 of the 2013 Regulations; and

4.2.3 to promptly provide (or procure to be provided) all information that the Administering Authority reasonably requests in order to discharge its Scheme functions in accordance with the Regulations and to comply with any other legal or regulatory requirements applicable to the Scheme including The Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013 (SI 2013/2734).

4.3 The Admission Body undertakes to meet the relevant requirements of the Regulations.

4.4 The Regulations will apply to employment with the Admission Body in which an Eligible Employee is an active member of the Scheme in the same way as if the Admission Body were a Scheme employer.

5 COMMENCEMENT DATE

This Agreement shall have effect on and from the Commencement Date.

6 MEMBERSHIP OF ELIGIBLE EMPLOYEES

6.1 The Administering Authority with effect on and from the Commencement Date admits the Admission Body to the Scheme as an admission body under paragraph 1 (d)(i) of Part 3 of Schedule 2 of the 2013 Regulations and the Admission Body designates the Eligible Employees as being eligible to remain or become (as appropriate) active members of the Scheme in accordance with the Scheme's joining provisions set out in the Regulations.

6.2 The Administering Authority unless notified to the contrary by the Admission Body agrees to the continued active membership in the Scheme on and from the Commencement Date of each Eligible Employee who was employed by the Scheme Employer immediately prior to the Commencement Date and who was an active member of the Scheme at that time.

6.3 An Eligible Employee may not be a member of the Scheme if he is a member of another occupational pension scheme (as defined in the Regulations) in relation to the employment in respect of which he would otherwise be eligible to be designated for membership of the Scheme.

6.4 Within three months of any change in respect of a Member's employment which is material for the Scheme (including any automatic enrolment or re-enrolment under Regulation 3(6)(b) of the 2013 Regulations) the Admission Body must ask the Member in writing for a written statement listing all the Member's previous periods of employment and copies of all notifications previously given to him under the Regulations and the Earlier Regulations unless the Admission Body is satisfied that it or the Administering Authority

already has all material information. The request must include a conspicuous statement that it is important that the Member gives full and accurate information especially for ascertaining his rights under the Scheme.

- 6.5 The Admission Body warrants and represents to the Administering Authority and to the Scheme Employer that every Member is employed in connection with the provision of the Services.
- 6.6 A Member who is an employee of the Admission Body shall be treated for the purposes of this Agreement and the Regulations as leaving local government employment when he ceases to be employed in connection with the provision of the Services.
- 6.7 In respect of each Member the Admission Body will promptly notify the Administering Authority and the Scheme Employer in writing of:
 - 6.7.1 any material change in terms and conditions of employment which affect a Member's entitlement to benefits under the Scheme;
 - 6.7.2 any change in employment which results in a Member ceasing to be employed in connection with the provision of the Services;
 - 6.7.3 any termination of employment including termination by virtue of redundancy or business efficiency or ill-health; and
 - 6.7.4 any flexible retirement taken by a Member.

7 ADMISSION BODY UNDERTAKINGS

Payments

- 7.1 Without prejudice to Clause 8 the Admission Body shall pay to the Administering Authority all contributions and payments due under the Regulations and this Agreement.

Discretions

- 7.2 The Admission Body undertakes to formulate publish and provide to the Administering Authority within three months of the Commencement Date a statement concerning the Admission Body's policies concerning the exercise of its powers or discretions under Regulations 9(3) (contribution rates); 16(2)(e) and 16(4)(d) (funding of additional pension); 30(6) (flexible retirement); 30(8) (waiving of actuarial reduction) and 31 (Award of Additional Pension) of the 2013 Regulations and under paragraphs 1(1)(c) and 2(2) of the Transitional Regulations and to keep such policies under review. Where as a result of a review the Admission Body determines to revise any of its policies the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.
- 7.3 The Admission Body will promptly notify the Administering Authority and the Scheme Employer in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion.

Additional Membership

- 7.4 The Admission Body will not resolve to award a Member additional pension under Regulation 31 of the 2013 Regulations unless:
- 7.4.1 the Administering Authority and the Admission Body agree before the expiry of the relevant period that the Admission Body will pay increased contributions to meet the cost of the increase in membership or the additional pension; or
 - 7.4.2 the Admission Body pays the appropriate sum to the Administering Authority for credit to the Fund before the expiry of the relevant period.
- 7.5 Any extra charge on the Fund resulting from the resolution must be repaid to the Fund by the Admission Body but only so far as not paid under Sub-Clauses 7.4.1 or 7.4.2.

Matters Affecting Participation

- 7.6 The Admission Body will promptly notify the Administering Authority and the Scheme Employer in writing of any matter which may affect its participation in the Scheme.
- 7.7 The Admission Body will immediately notify the Administering Authority and the Scheme Employer in writing of any actual or proposed change in its status which may give rise to a termination of this Agreement including take-over reconstruction amalgamation insolvency winding up receivership or liquidation or a material change in the nature of its business or constitution.
- 7.8 The Admission Body will not do anything to prejudice the status of the Scheme as a Registered Pension Scheme.
- 7.9 The Admission Body will promptly notify the Administering Authority if the Contract is extended. For the avoidance of doubt, any failure by the Admission Body to so notify the Administering Authority shall not affect the validity of this Agreement which shall continue in full force and effect unless and until terminated in accordance with Clause 9.
- 7.10 The Admission Body will notify the Administering Authority of the automatic enrolment and re-enrolment dates (as defined in the Pensions Act 2008) applicable to it.

8 CONTRIBUTIONS & PAYMENTS

Contributions to the Fund

- 8.1 The Admission Body shall pay to the Fund in relation to the Members:
- 8.1.1 the amount appropriate for the Admission Body as calculated in accordance with its rates and adjustments certificate. This will

be payable monthly in arrears no later than the date specified by the Administering Authority;

8.1.2 all amounts from time to time deducted from the pay of the Members under the Regulations whether under Regulation 9 or 10 of the 2013 Regulations or otherwise. These will be payable monthly in arrears no later than the date specified by the Administering Authority and in any event no later than the time required under section 49(8) of the Pensions Act 1995;

8.1.3 any amount received by the Admission Body by deduction or otherwise under Regulations 11 (Contributions during absence from work); 12 (Contributions during child-related leave); 13 (Contributions during reserve forces service leave); 14 (Contributions during absence for illness etc); 16 (Additional pension contributions); 17 (Additional voluntary contributions) of the 2013 Regulations or under any of the Earlier Regulations which continue to have effect under Regulation 15 of the Transitional Regulations;

8.1.4 any appropriate sum payable under Sub-Clause 7.4.2;

8.1.5 any extra charge as a result of the immediate payment of benefits when:

8.1.5.1 a Member who is an active member of the Scheme is retiring on the grounds that ill-health or infirmity of mind or body renders him permanently incapable of discharging efficiently the duties of his current employment; or

8.1.5.2 a Member who has left his employment before he is entitled to the immediate payment of retirement benefits receives payment of his benefits immediately on grounds that ill-health or infirmity of mind or body renders him permanently incapable of discharging efficiently the duties of that employment;

such sum to be paid to the Fund within 20 Business Days of receipt by the Admission Body of written notification of the sum from the Administering Authority (or within such other period and on such terms as the Administering Authority and the Admission Body may agree);

8.1.6 any extra charge required by the Administering Authority to cover the actuarial strain on the Fund (as certified by an actuary appointed by the Administering Authority) as a result of:

8.1.6.1 the immediate payment of benefits when the Admission Body dismisses a Member by reason of redundancy or decides on the grounds of business efficiency that it is in their interest that a Member should leave their employment;

8.1.6.2 the immediate payment of benefits with the Admission Body's consent under Regulation 30 of the 2013 Regulations (Retirement Benefits)

including the costs of the Admission Body waiving any reduction of benefits under that; or

the Admission Body waiving any reduction of benefits on compassionate grounds under Schedule 2 of the Transitional Regulations);

such sum to be paid to the Fund within 20 Business Days of receipt by the Admission Body of written notification of the sum from the Administering Authority (or within such other period and on such terms as the Administering Authority and the Admission Body may agree);

8.1.7 any revised contribution(s) due under Sub-Clause 8.6 such sum(s) to be paid to the Fund within 20 Business Days of receipt by the Admission Body of the revised rates and adjustments certificate (or within such other period and on such terms as the Administering Authority and the Admission Body may agree);

8.1.8 any termination contribution(s) due under Sub-Clause 9.5 such sum(s) to be paid to the Fund within 20 Business Days of receipt by the Admission Body of written notification of the sum(s) from the Administering Authority (or within such other period and on such terms as the Administering Authority and the Admission Body may agree);

8.1.9 any contribution required by the Administering Authority towards the cost of the administration of the Fund relating to the Admission Body that are not met through the Admission Body's payments under Sub-Clause 8.1.1 including without limitation an amount specified in a notice given by the Administering Authority under Regulation 70 of the 2013 Regulations and the costs of any reports and advice requested by the Admission Body from an actuary appointed by the Administering Authority;

8.1.10 any interest payable under the Regulations; and

8.1.11 any other payments required by the Regulations or by any other legislation.

Information About Members' Contributions

8.2 Any payments made by the Admission Body under Sub-Clause 8.1.2 must be accompanied by a statement (given in such form and at such intervals as the Administering Authority shall specify) showing:

8.2.1 the name, pay and contribution band of each Eligible Employee who is an active member of the Scheme and whether they are paying contributions under Regulation 9 or reduced contributions under Regulation 10 of the 2013 Regulations;

8.2.2 which Eligible Employees are paying additional pension contributions or additional voluntary contributions; and

- 8.2.3 the amounts which represent deductions in each of the pay bands from the pay of the Eligible Employees and the periods covered by the deductions distinguishing amounts representing deductions for any voluntary contributions.

Any question concerning what rate of contribution a Member is liable to pay to the Fund must be decided by the Admission Body.

Interest on Late Payment

- 8.3 If any sum payable by the Admission Body under the Regulations or this Agreement remains unpaid at the end of one month after the date on which it becomes due then the Administering Authority shall require the Admission Body to pay interest at one per cent above base rate on a day to day basis from the due date to the date of payment and compounded with three-monthly rests on the amount remaining unpaid.

Right of Set Off

- 8.4 Notwithstanding any terms to the contrary contained in the Contract if any sum payable by the Admission Body under the Regulations or this Agreement has not been paid by the date on which it becomes due then the Administering Authority may require the Scheme Employer to set off against any payments due to the Admission Body an amount equal to the sum due (including any interest payable) and pay the sum to the Fund by a date specified by the Administering Authority and the Admission Body hereby agrees that the Scheme Employer may set off such amounts against such payments.

Adjustment of Contribution Rate

- 8.5 The Administering Authority may periodically obtain from an actuary appointed by the Administering Authority a certificate specifying the percentage or amount by which in the actuary's opinion:

8.5.1 the Admission Body's contribution rate at the common rate should be adjusted; or

8.5.2 any prior individual adjustment should be increased or reduced

with a view to providing that the value of the assets of the Fund in respect of the Members is neither materially more nor materially less than the anticipated liabilities of the Fund in respect of the Members at the date this Agreement is expected to cease (calculated on such basis as an actuary appointed by the Administering Authority shall recommend).

- 8.6 Where this Agreement ceases to have effect the Administering Authority shall in accordance with Regulation 64(2) of the 2013 Regulations obtain an actuarial valuation as at the date it ceases of the liabilities of the Fund in respect of the Members (calculated on such basis as an actuary appointed by the Administering Authority shall recommend) and a revision of the Admission Body's rates and adjustments certificate showing the revised contribution(s) due and payable by from the Admission Body.

- 8.7 The costs of obtaining any certificate under Sub-Clauses 8.5 or 8.6 shall be met by the Admission Body and the Admission Body will co-operate with the Administering Authority and the actuary appointed by the Authority to provide the certificate or review.

9 TERMINATION

Termination By Notice

- 9.1 Subject to Sub-Clauses 9.2 and 9.3 this Agreement may be terminated by the Administering Authority giving at least three months' notice of termination in writing to the Admission Body.

Automatic Termination

- 9.2 This Agreement shall automatically terminate on the earlier of:

- 9.2.1 the date of expiry or earlier termination of the Contract;
or
- 9.2.2 the date the Admission Body otherwise ceases to be an admission body under paragraph 1 (d)(i) of Part 3 of Schedule 2 of the 2013 Regulations.

Termination By Administering Authority

- 9.3 This Agreement may be terminated with immediate effect by the Administering Authority by notice in writing to the Admission Body in the event of:
- 9.3.1 a material breach by the Admission Body of any of its obligations under this Agreement or the Regulations provided that if the breach is capable of remedy the Administering Authority shall first give the Admission Body the opportunity of remedying the breach within such reasonable period as the Administering Authority may specify;
 - 9.3.2 the insolvency winding up or liquidation of the Admission Body;
 - 9.3.3 the withdrawal of approval by the Commissioners for HM Revenue & Customs to the participation of the Admission Body in the Scheme;
 - 9.3.4 a failure by the Admission Body to pay any sums due to the Fund within a reasonable period (not less than 7 Business Days) of receipt of a notice from the Administering Authority requiring them to do so;
 - 9.3.5 the failure by the Admission Body to renew or adjust the level of the bond or indemnity in accordance with the requirements of Clause 10; or

9.3.6 the last active Member ceasing to be an active Member.

Termination Valuation

- 9.4 In the event that the Administering Authority is unable for any reason to obtain an actuarial valuation or issue a revision of the Admission Body' rates and adjustments certificate under Regulation 64(2) of the 2013 Regulations in accordance with Sub-Clause 8.6 then (without prejudice to any powers set out in the Regulations) when this Agreement ceases to have effect the Administering Authority shall have the right under this Sub-Clause to obtain from an actuary appointed by the Administering Authority an actuarial valuation of the assets and liabilities of the Fund in respect of the Members as at the date of termination calculated on such basis as the actuary shall recommend.
- 9.5 The Admission Body will pay to the Fund such contribution (as certified by the actuary appointed by the Administering Authority) equal to any deficit in the Fund shown by the valuation undertaken under Sub-Clause 9.4.
- 9.6 Where the Admission Body does not pay the contribution required in accordance with Sub-Clause 9.4 and the sum is not paid in whole by the provider of any bond or indemnity required under Clause 10 then the Administering Authority may recharge any unpaid balance within the Fund to the Scheme Employer.

Other Outstanding Payments on Termination

- 9.7 Where any contributions payments or other sums due under this Agreement or the Regulations remain outstanding on the termination of this Agreement (including without limitation any payments by instalments agreed under Clause 8) they shall be paid in full by the Admission Body within 20 Business Days of the date of termination.

Rights on Termination

- 9.8 The termination of this Agreement shall be without prejudice to the rights duties and liabilities of any party accrued prior to such termination. The Clauses of this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

Costs

- 9.9 The Admission Body shall pay to the Administering Authority any costs (including professional costs and the costs of obtaining any actuarial valuation under Sub-Clause 9.4) which the Fund or the Administering Authority may incur as a result of the termination of this Agreement.

10 BOND OR INDEMNITY

Level of Risk Exposure

- 10.1 The Admission Body shall, within one week of the Commencement Date, deliver to the Administering Authority a written assessment of

the level of risk exposure arising on the premature termination of the provision of the Services by reason of the insolvency winding up or liquidation of the Admission Body. Such assessment shall be carried out in a form that is satisfactory to the Administering Authority and the Scheme Employer and, in particular, shall be based on the advice provided by the Administering Authority's actuary to the Admission Body.

Bond or Indemnity

10.2 The Admission Body undertakes that, if the Administering Authority notifies it that as a result of the assessment carried out pursuant to Sub-Clause 10.1 the Administering Authority and the Scheme Employer jointly consider that the level of risk identified by such assessment requires it, it will within [one month] of such notification either:

(A) enter into an indemnity or bond (in a form approved by the Administering Authority and the Scheme Employer) from:

(i) a person who has permission under Part 4 of the Financial Services and Markets Act 2000 to accept deposits or to effect and carry out contracts of general insurance;

(ii) a firm in an EEA state of the kind mentioned in paragraph (5)(b) and (d) of Schedule 3 to that Act, which has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to accept deposits or to effect and carry out contracts of general insurance; or

(iii) a person who does not require permission under that Act to accept deposits, by way of business, in the United Kingdom; or

(B) where specified jointly by the Administering Authority and the Scheme Employer, secure a guarantee in a form satisfactory to the Administering Authority and the Scheme Employer from:

(i) a person who funds the Admission Body in whole or in part;

(ii) the Scheme Employer;

(iii) a person who owns or controls the exercise of the functions of the Admission Body; or

(iv) the Secretary of State in the case of an Admission Body which is established by or under any enactment where that enactment enables the Secretary of State to make financial provision for that Admission Body,

in either case, for the level of risk exposure specified in accordance with Sub-Clause 10.1.

Replacement Bond or Indemnity

10.3 Where the bond, indemnity or guarantee provided under Sub-Clause 10.2 (or any replacement bond, indemnity or guarantee provided under Sub-Clause 10.3) expires during the term of this Agreement the Admission Body shall at least one month before the date of expiry either:

10.3.1 renew the existing bond, indemnity or guarantee; or

10.3.2 arrange for a new bond, indemnity or guarantee (in a form approved by the Administering Authority and the Scheme Employer).

In either case the bond, indemnity or guarantee shall be for the level of risk exposure which has prior to the expiry of the existing bond or indemnity been assessed in accordance with Sub-Clause 10.4.

Assessment of Risk

10.4 The Admission Body shall during the term of this Agreement keep under assessment at regular intervals to the satisfaction of the Administering Authority and the Scheme Employer the level of risk exposure covered by any bond, indemnity or guarantee provided under this Clause 10 and shall review the level of risk exposure in the event of any material events affecting it. Such assessment shall be based on the advice provided by the Administering Authority's actuary to the Admission Body. Where so requested jointly by the Administering Authority and the Scheme Employer the Admission Body shall either:

10.4.1 arrange for the existing bond, indemnity or guarantee to be amended to cover any new level of risk exposure notified to it; or

10.4.2 arrange for a new bond, indemnity or, if specified jointly by the Administering Authority and the Scheme Employer, guarantee (in a form approved by the Administering Authority and the Scheme Employer) to cover such new level of risk exposure.

11 INDEMNITY FROM ADMISSION BODY

11.1 The Admission Body undertakes to indemnify and keep indemnified the Administering Authority against any costs and liabilities which it or the Fund may incur (whether directly or as a result of a loss or cost to the Members) arising out of or in connection with:

- 11.1.1.1 the non-payment by the Admission Body of any contributions or payments due to the Fund under this Agreement or the Regulations; or
- 11.1.1.2 any breach by the Admission Body of this Agreement the Regulations or any other legal or regulatory requirements applicable to the Scheme.

11.2 Any demand under Sub-Clause 11.1 must be paid by the Admission Body to the Administering Authority or to the Fund (as applicable) within 10 Business Days of receipt by the Admission Body of such demand.

12 NOTICES

All notices under this Agreement shall be in writing and shall be served by sending the same by first class post facsimile or by hand or leaving the same at the registered office of the Admission Body or the headquarter address of the Administering Authority or the Scheme Employer or the office of the Secretary of State (as the case may be).

13 DISPUTES

Any question which may arise between the parties to this Agreement relating to the construction of this Agreement or the rights and obligations under it shall be referred in writing for determination to the Secretary of State.

14 WAIVER

Failure or neglect by the Administering Authority or the Scheme Employer to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of the Administering Authority's or the Scheme Employer's rights (as the case may be) nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Administering Authority's or the Scheme Employer's rights as the case may be) to take subsequent action.

15 SEVERANCE

15.1 If any provision of or period of Scheme membership following purported admission to the Scheme under this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of or any other periods of Scheme membership under this Agreement which shall remain in full force and effect.

15.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

16 ENTIRE AGREEMENT

Except where expressly provided this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations communications negotiations and understandings concerning the subject matter of this Agreement.

17 AMENDMENT

The parties to this Agreement may with the agreement of all of them amend this Agreement by deed provided that:

17.1 the amendment is not such that it would breach the Regulations or any other legal or regulatory requirements applicable to the Scheme; and

17.2 the amendment would not prejudice the status of the Scheme as a Registered Pension Scheme.

18 PUBLIC INSPECTION

This Agreement (subject to the removal of the personal data in Schedule 1) shall be made available for public inspection by the Administering Authority and the Scheme Employer at their appropriate offices.

19 COUNTERPARTS

This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

20 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with English law and subject to Clause 13 (Disputes) the parties submit to the jurisdiction of the English courts.

IN WITNESS whereof the parties have executed and delivered this Agreement as a Deed on the day and year first before written.

THE COMMON SEAL of:
OXFORDSHIRE COUNTY COUNCIL
Was hereunto affixed in the presence of:

County Solicitor/Designated Officer

THE COMMON SEAL of:
[]
was affixed in the presence of:

Authorised Officer

EXECUTED AS A DEED by:
[]
acting by a Director and its Secretary or two Directors

Director/Company Secretary

Director

Schedule 1

Transferred Eligible Employees

Annex A
Method Statement – Not used

