

Dated

29 May

2024



BETWEEN

THE CORNWALL COUNCIL

AND

PENTREATH LIMITED

**TERMS AND CONDITIONS
FOR THE PROVISION OF TRAUMA INFORMED THERAPEUTIC SUPPORT FOR ROUGH
SLEEPERS**

Legal Services
Cornwall Council
New County Hall
Truro
Cornwall
TR1 3AY
Ref: CA/ 071286

THIS CONTRACT is made on 29 day of May 2024

BETWEEN:

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY ('the **Council**'); and
 - (2) **PENTREATH LIMITED** a company incorporated in England and Wales (with Company Number 02593533) and whose registered office address is St Enoder Barns Narrow Lane, Summercourt, Newquay, Cornwall, TR8 5EE ("the **Supplier**");
- each individual a "Party" and together the "Parties".

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

'Award Letter' means the confirmation of contract award sent to the Supplier by the Council in respect of the Services purchased pursuant to the ITT and these Terms and Conditions;

'Best Industry Practice' means the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the Parties, the term, key performance indicators (if any), the pricing structure and any other relevant factors;

'Commencement Date' 01 May 2024;

'Commercially Sensitive Information' means information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business which the Supplier has indicated to the Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss;

'Conditions' means these conditions;

'Confidential Information' means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party or Council Group Company or Partnership and all Personal Data

and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of Condition 13 (Confidentiality; Data Protection and Freedom of Information));
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before disclosure from the disclosing Party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information;

'Consent Notice'	means the consent of an individual to the sharing of their Personal Data for the provision of the Services;
'Contract'	means the contract between the Parties for the Services comprising these Terms and Conditions together with the ITT, Award Letter, relevant Purchase Order and any Specifications;
'Council'	means The Cornwall Council whose principal office is at New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY;
'Council's Representative'	means the person appointed by the Council to oversee the performance of this Contract;
'Data Controller'	has the meaning given to it in the Data Protection Legislation;
'Data Guidance'	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in these Terms and Conditions or not) to the extent published and publicly available or their existence or contents have been notified to the Supplier by the Council and/or any relevant regulatory body;
'Data Processor'	has the meaning given to it in the Data Protection Legislation;
'Data Protection Legislation'	the General Data Protection Regulation ((EU) 2016/679) ("GDPR") until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

'Data Protection Officer'	has the meaning set out in the Data Protection Legislation;
'Data Subject'	has the meaning given to it in Data Protection Legislation;
'EIR'	means the Environmental Information Regulations 2004;
'Expiry Date'	30 April 2025;
'FOIA'	means the Freedom of Information Act 2000 and any subordinate legislation made under this 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 and the EIR;
'Indirect Losses'	means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
'Information Commissioner'	means the UK's regulatory body charged with enforcing the Data Protection Legislation;
'Information Governance Lead'	means the individual responsible for information governance and for providing regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;
'Intellectual Property Rights'	means all vested and contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the Council may be entitled;
'ITT Response'	means the response submitted by the Supplier to the Invitation to Tender issued by the Council on 23 January 2024;
'Joint Data Controller'	shall have the meaning given to it in the Data Protection Legislation;
'Law'	means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply;
'Living Wage'	means the living wage as determined and amended from time to time by the Living Wage Foundation;
'Losses'	means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional

services) proceedings, demands and charges whether arising under statute, contract or at common law, but excluding Indirect Losses;

'Parties'	means the Council and the Supplier;
'Partnership'	means a Limited Liability Partnership as incorporated pursuant to the Limited Liability Partnerships Act 2000;
'Personal Data'	has the meaning given to it in the Data Protection Legislation;
'Personal Data Breach'	has the meaning given to it in the Data Protection Legislation;
'Price'	means the price payable by the Council for the Services as set out in the Pricing Schedule, attached hereto at Schedule 2;
'Privacy Notice'	means the information that must be provided to a Data Subject under the Data Protection Legislation;
'Purchase Order'	means the order for the purchase of the Services by the Council which includes the description of the Services and the Price;
'Purchase Order Number'	means the unique number that appears on the Purchase Order;
'Right of Access, Rectification or Erasure Request'	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access, rectify or erase their Personal Data;
'Schedules'	means any of the schedules attached hereto;
'Services'	means the provision of Trauma Informed and Therapeutic Services for the Rough Sleeper Service, as set out in the Specification attached hereto at Schedule 1, to be performed by the Supplier to the Council pursuant to the Contract;
'Special Categories of Data'	has the meaning given to it in the Data Protection Legislation;
'Specification'	means the specification provided by the Council to the Supplier setting out its requirements in relation to the Services, attached hereto at Schedule 1;
'Succession Plan'	means the plan agreed by the Parties transfer of the Services to an alternative provider following expiry or termination of this Contract;

'Successor Provider'	means any provider of services equivalent to the Services which the Council receives in substitution to for any of the Services on termination or expiry of this Contract, which the Parties acknowledge may include the Council or any company established by the Council for those purposes;
'Supplier'	means the person, organisation or company whose name appears as the addressee in the Award Letter;
'Supplier Representative'	means the person appointed by the Supplier in accordance with Condition 7;
'Supplier's Tender'	means the tender submitted by the Supplier to the Council in response to the Council's invitation to Suppliers for formal offers to supply it with the Services, as attached hereto at Appendix 1;
'Terms and Conditions'	means these terms and conditions;
'TUPE'	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
'Working Day'	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 The headings in these Terms and Conditions are inserted for convenience only and shall not affect its interpretation.
- 1.3 Where appropriate words denoting the singular only shall include the plural and vice versa.
- 1.4 The masculine shall include the feminine and the neuter and vice versa.
- 1.5 A reference to a person shall include a reference to any individual, Council or other legal entity.
- 1.6 Reference to any Act of Parliament or any Order, Regulation, Statutory Instrument, Directive or the like shall be deemed to include a reference to any amendment or re-enactment thereof.

2. GENERAL

- 2.1 This Contract shall commence on the Commencement Date and shall expire on the Expiry Date unless otherwise terminated in accordance with these Terms and Conditions.
- 2.2 The Council may at its absolute discretion and subject to funding for the Services being available, extend the term of this Contract by a further period of twelve (12) months, not to exceed a total contract period of two (2) years (the 'Extension Period'). If the Council wishes to extend the term of this Contract, it shall notify the Service Provider of its intention to do so in writing at least three (3) months prior to the subsisting Expiry Date.
- 2.3 If the Council gives notice under clause 2.2 above then the Expiry Date shall be extended by the period set out in that notice.

- 2.4 In the event of any conflict between a Condition in these Terms and Conditions and a term of the Specification, the term of the Specification shall prevail.

3. SUPPLY OF SERVICES

- 3.1 In consideration of the Council's agreement to pay the Price, the Supplier shall supply the Services to the Council subject to and in accordance with the Specification, the Contract and Tender.

- 3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Council in all matters relating to the Services and comply with the Council's instructions;

3.2.2 provide all other services reasonably required by the Council which are reasonably incidental to the Services;

3.2.3 perform the Services with all reasonable care, skill and diligence in accordance with Best Industry Practice;

3.2.4 use staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

3.2.5 ensure that the Services conform with all Specifications;

3.2.6 comply with all applicable Laws;

3.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services;

3.2.8 keep the Council fully informed and provide it with regular reports on all matters of interest to a prudent client, together with such information as the Council may reasonably require from time to time. This includes, but is not limited to:

(a) any and all data required as part of contract management or management information;

(b) any and all data and information needed to track performance against the key performance indicators (if applicable)

3.2.9 maintain current and accurate records of all work undertaken in the provision of the Services.

- 3.3 The Council may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Price shall be subject to fair and reasonable adjustment to be agreed in writing between the Council and the Supplier.

- 3.4 The Supplier shall inform the Council's Representative promptly and confirm in writing if the Supplier is unable to or fails to provide any part of the Service in accordance with the Contract. The provision of information under this Condition 3.4 shall not in any way release or excuse the Supplier from any of its obligations set out in the Contract.

- 3.5 The Supplier shall at all times allow the Council's Representative, professional advisors and such other persons as from time to time nominated by the Council's Representative, if relevant, access to:

- 3.5.1 any workplaces of the Supplier for the purpose of inspecting Services being performed pursuant to the Contract;
 - 3.5.2 any workplaces of the Supplier for the purpose of inspecting and/or taking copies of records and documents in the possession, custody or control of the Supplier in connection with the Contract;
 - 3.5.3 any personnel, agent or sub-contractor of the Supplier for the purpose of interviewing such persons in connection with the Services;
 - 3.5.4 any report required by any statutory enactment or regulation or a copy thereof shall be supplied by the Supplier if requested to do so in writing by the Council.
- 3.6 The Supplier shall at all times (where relevant) comply with the Council's policies and procedures as may be amended from time to time.
- 3.7 Except as otherwise agreed or permitted by the Council, the Supplier shall not use any facilities or equipment of the Council.
- 3.8 The Supplier shall not advertise the fact that it is providing the Services other than with the written consent of the Council.
- 3.9 The Supplier shall, as may be reasonably necessary or appropriate, co-operate, liaise with, and co-ordinate its activities with those of any other supplier, contractor or sub-contractor employed directly or indirectly by the Council and as far as reasonably possible shall provide the Services in harmony with and at no detriment to any other services provided by or on behalf of or to the Council. If the Supplier or its personnel agents or sub-contractors default in complying or fail to comply with this Condition, then any costs, expenses, liabilities or damages whatsoever incurred by the Council as a consequence thereof, including the reasonable cost to the Council of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier or shall be recoverable from the Supplier by the Council as a debt.

4. SUPPLY OF GOODS

Not used.

5. DELIVERY OF GOODS

Not used.

6 SUPPLIER'S PERSONNEL

- 6.1 The Supplier shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Contract.
- 6.2 The Supplier's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest, and experienced and shall at all times exercise due care in the execution of their duties. The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:
- 6.2.1 the task or tasks such person has to perform,
 - 6.2.2 all relevant provisions hereof,

- 6.2.3 all relevant policies, rules, procedures and standards of the Council, and
- 6.2.4 all relevant rules, procedures and statutory requirements concerning health and safety, including the Council's health and safety policies which shall be provided to the Supplier and if not so provided shall be requested by it.
- 6.3 The Council's Representative shall, upon giving notice in writing, have the power to require the Supplier to remove from the provision of the Services any personnel of the Supplier specified in such notice, including the Supplier's Representative, whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities. The Supplier shall remove such personnel from the provision of the Services in accordance with the Council's instructions and shall unless the Council determines otherwise immediately provide a replacement who shall be satisfactory to the Council.
- 6.4 The Council shall in no circumstances be liable either to the Supplier or to such personnel in respect of any cost, expense, liability loss, or damage occasioned by such removal and the Supplier shall fully indemnify the Council in respect of any claim made by such personnel.
- 6.5 The Supplier shall provide and shall ensure that its personnel at all times when engaged in the provision of the Services at any premises owned, occupied or controlled by the Council wear such identification (including photographic identification) as may be specified by the Council, and shall ensure that when requested to do so any personnel of the Supplier shall disclose his identity and status as personnel of the Supplier and shall not attempt to avoid so doing.
- 6.6 Where Council rules and regulations or the nature or the location of any duties upon which the Supplier's personnel shall be engaged in the provision of the Services make the wearing of any special or protective clothing headwear or footwear necessary or appropriate, the Supplier shall provide and shall require its personnel to wear such clothing headwear or footwear. Such special or protective clothing headwear or footwear shall be maintained and replaced as necessary by the Supplier.
- 6.7 Any staff employed by the Supplier or its sub-contractors in connection with the performance of its obligations pursuant to the Contract will be paid no less than the Living Wage.
- 6.8 The Supplier shall notify the Council's Representative immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council and any other client of the Supplier and the Supplier shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council's Representative.

7. SUPPLIER'S REPRESENTATIVE

- 7.1 Upon the Contract Commencement Date the Supplier shall appoint a suitably qualified and experienced Supplier Representative who shall be empowered to act on behalf of the Supplier for all purposes connected with the provision of the Services. Any notice, information, instruction or other communication given to the Supplier's Representative, or his duly appointed deputy, shall be deemed to have been given to the Supplier.
- 7.2 The Supplier shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person appointed as the Supplier's Representative and of any subsequent appointment. The Supplier's Representative shall not be replaced without the prior written approval of the Council, such approval not to be unreasonably withheld.

- 7.3 The Supplier shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorised to act for any short temporary period as deputy for the Supplier's Representative and when such deputy ceases to be so authorised.
- 7.4 The Supplier shall ensure that the Supplier's Representative or his deputy is available to meet the Council's Representative at all reasonable times. The Supplier shall submit to the Council a list of any personnel appointed to supervise each area of work and shall inform the Council within five working days if there are any changes to that list.

8. COUNCIL'S REPRESENTATIVE

- 8.1 The Council's Representative shall be the person nominated in writing by the Council from time to time to act in the name of the Council.
- 8.2 The Council's Representative shall have power to issue instructions to the Supplier on any matter relating to the provision of the Services and the Supplier shall comply therewith.
- 8.3 From time to time the Council's Representative may appoint one or more deputies to act for the Council's Representative generally or for specified purposes or periods. Any act or instruction of any such deputy shall be treated as an act or instruction of the Council's Representative.

9. PAYMENTS

- 9.1 Provided the Supplier has complied fully with the Contract the Council shall in consideration of the provision of the Services pay the Price to the Supplier in accordance with the Pricing Schedule.
- 9.2 The Price shall unless agreed in writing between the Parties be exclusive of Value Added Tax ("VAT").
- 9.3 Any VAT payable by the Council shall be payable at the rate and in the same manner for the time being prescribed by Law. All VAT charges must be shown separately in any invoice clearly identifying what it relates to.
- 9.4 Provided that the Supplier shall have complied fully with the Contract and where there is no dispute, payment of the Price and any VAT shall be made by the Council within thirty (30) days of receipt of a valid invoice. Each invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Council's Representative to substantiate the invoice.
- 9.5 Where the Supplier enters into a sub-contract with a contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 9.6 No variation to the Price nor any extra charges shall be accepted by the Council unless this has been expressly agreed in writing by the Parties.

10. USE OF COUNCIL PREMISES

The Supplier shall ensure that neither the Supplier nor its personnel, agents or sub-contractors shall do any act or thing at any premises owned or occupied or controlled

by the Council that is not solely for the benefit of the Council and done in the course of the proper performance of this Contract and as may be permitted by these Terms and Conditions.

11. EQUIPMENT AND MATERIALS

Except as otherwise specified in the Contract, the Supplier shall provide all equipment and materials reasonably necessary for the provision of the Services. Any equipment used in the provision of the Services and belonging to the Council, which is damaged, lost or unduly worn due to negligence, misuse, or wilful action by the Supplier, its personnel, agents, sub-contractors or other persons for whose action it is responsible, must be replaced at the Supplier's own expense.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Pursuant to and for the consideration set out herein the Supplier hereby assigns with full title guarantee (or shall use all reasonable endeavours to procure that any person, firm or company who is in a position to assign the same with full title guarantee shall assign to the Council) with effect from the Commencement Date, or in the case of Intellectual Property Rights not yet in existence with effect from the creation thereof, to the Council, the Intellectual Property Rights created by the Supplier in the supply of the Services. The Supplier shall not be liable for the use of any such Intellectual Property Rights other than for which the same was originally prepared or provided by or on behalf of the Supplier.

12.2 The Supplier warrants to the Council that the Intellectual Property Rights referred to in Condition 12.1 are the Supplier's own original work and that in supply of the Services it has not infringed and will not infringe any intellectual property right of any third party. The Supplier further warrants that where sub-contractors are used their work will be original.

12.3 The Supplier shall indemnify and keep indemnified the Council against all reasonably foreseeable and legally enforceable actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition 12.

13. CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION

13.1 CONFIDENTIALITY

13.1.1 Except where otherwise provided for in these Terms Conditions, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.

13.1.2 Subject to Conditions 13.1.3 and 13.1.4, the Receiving Party agrees:

- (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance of its obligations;
- (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
- (c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.

13.1.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:

- (a) where required by judicial, administrative, governmental or regulatory

process in connection with any action, suit, proceedings or claim, including the FOIA or EIR;

- (b) to comply with the Law;
- (c) to its staff, officers, agents, consultants, contractors, representatives, advisors and sub-contractors ("Representatives"), who need to know the Confidential Information for the purposes of performing or advising on the party's obligations under the Contract and shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in Condition 13.1.2 and at all times is liable for the failure of any Representatives to comply with the obligations set out in this Condition; and/or
- (d) to comply with a central government or regulatory bodies request.

13.1.4 The obligations in Condition 13.1.1 and Condition 13.1.2 will not apply to any Confidential Information which:

- (a) is in or comes into the public domain other than by breach of the Contract;
- (b) the Receiving Party can show by its records was lawfully in its possession prior to receipt from the Disclosing Party; or
- (c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

13.1.5 The obligations in Condition 13.1 and Condition 13.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Council or of any committee, sub-committee or joint committee of the Council or is related to an executive decision of the Council and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Council shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Supplier and where reasonably practicable shall consider any representations made by the Supplier.

13.2 INFORMATION GOVERNANCE AND DATA PROTECTION

13.2.1 The Parties must comply with the Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.

13.2.2 The Supplier must comply with and must demonstrate satisfactory compliance with Condition 13.2.1 above.

13.2.3 The Supplier must:

- (a) nominate an Information Governance Lead;
- (b) where required by Data Protection Legislation, nominate a Data Protection Officer; and
- (c) ensure that the Council is kept informed at all times of the identities and

contact details of the Information Governance Lead and the Data Protection Officer (if applicable);

- 13.2.4 If the Supplier is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then within forty-eight (48) hours of the breach occurring the Supplier must inform the Council of the Personal Data Breach and if the Supplier will report the breach to the Information Commissioner within seventy-two (72) hours as is required within the Data Protection Legislation.
- 13.2.5 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 13.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 13.2.6 Whether or not a Party or sub-contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any further Data Guidance. The Parties acknowledge that a Party or sub-contractor may act as both a Data Controller and a Data Processor, or a Joint Data Controller.
- 13.2.7 Without prejudice to the generality of Condition 13.2, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.
- 13.2.8 Where required under Data Protection legislation, the Supplier shall ensure that it has a Privacy Notice or Consent Notice in place.
- 13.2.9 Any failure by the Supplier to inform individuals as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Contract cannot be relied on by the Supplier as evidence that such use is unlawful and therefore not contractually required.
- 13.2.10 Without prejudice to the generality of Condition 13.2, the Supplier must ensure that all Personal Data processed by or on behalf of the Supplier in the course of supplying the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance. The Supplier shall:
- (a) process Personal Data only on the written instructions of the Council, unless the Supplier is required by the Laws applicable to the Supplier to otherwise process the Personal Data. Where the Supplier is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the UK unless the prior written

consent of the Council has been obtained and the following conditions are fulfilled:

- (i) the Council or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- (d) notify the Council as soon as reasonably practicable if it receives:
- (i) a request from a Data Subject to have access to that individual's Personal Data;
 - (ii) a Right of Access, Rectification or Erasure Request;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) at the Supplier's expense, assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination or expiry of this Contract unless required by the applicable Laws to store the Personal Data;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this Condition 13.2 and allow for audits by the Council or the Council's designated auditor pursuant to Condition 31 (Audit).

13.2.11 Where the Council requires information for the purposes of quality management, the Supplier must consider whether the Council's request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Council, the Supplier must:

- (a) provide such information in pseudonymised form where possible; and in any event
- (b) ensure that there is a legal basis for the sharing of Personal Data.

13.2.12 Subject always to Condition 19 (Assignment and Subcontracting), if the Supplier is to engage any sub-contractor to deliver any part of the Services (other than as a Data Processor) and the sub-contractor is to access personal or confidential information or interact with individuals, the Supplier must impose on its sub-contractor obligations that are no less onerous than the obligations imposed on the Supplier by this Condition 13.2.

13.2.13 The Supplier shall indemnify the Council against any Losses incurred by the

Council arising from, or in connection with, any breach of the Supplier's obligations under this Condition 13.2.

13.2.14 Notwithstanding any other provision of this Contract, where the Supplier commits a Personal Data Breach which under Data Protection Legislation must be notified to the Information Commissioner and/or to an individual the Council may terminate this Contract with immediate effect.

13.3 FREEDOM OF INFORMATION AND TRANSPARENCY

13.3.1 The Parties acknowledge their respective duties under the FOIA and EIR and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

13.3.2 If the Supplier is not a public authority, the Supplier acknowledges that the Council is subject to the requirements of the FOIA and EIR and will assist and co-operate with the Council to enable the Council to comply with its disclosure obligations under the FOIA and EIR. Accordingly, the Supplier agrees:

- (a) that any recorded information held by the Supplier on the Council's behalf for the purposes of supplying the Services are subject to the obligations and commitments of the Council under the FOIA and EIR;
- (b) that the decision on whether any exemption to the general obligations of public access to information (including Commercially Sensitive Information) applies to any request for information received under the FOIA or EIR is a decision solely for the Council;
- (c) that if the Supplier receives a request for information under the FOIA or EIR, it will not respond to such request (unless directed to do so by the Council) and will promptly (and in any event within two (2) Working Days) transfer the request to the Council;
- (d) that the Council, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the EIR, may disclose information concerning the Supplier (including Commercially Sensitive Information) and the Contract either without consulting with the Supplier, or following consultation with the Supplier and having taken its views into account; and
- (e) to assist the Council in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA or EIR, as applicable) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA and providing copies of all information requested by the Council within five (5) Working Days of such request and without charge.

13.3.3 In order to comply with the Government's policy on transparency in the areas of agreements and procurement the Council will disclose information on its website in relation to expenditure over £500 (five hundred pounds) in relation to the Contract. The information will include the Supplier's name, a description of the Services and the Price paid. The Parties acknowledge that this information is not Confidential Information or Commercially Sensitive Information.

13.4 The Supplier shall comply with any reasonable Council requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) in relation to its security policies, procedures and control of Confidential Information, Personal Data and Special Categories of Data.

- 13.5 The Supplier shall be responsible for any costs associated with compliance with the provisions of this Condition 13.
- 13.6 The Supplier shall indemnify the Council and shall keep the Council indemnified against Losses and Indirect Losses suffered or incurred by the Council as a result of any breach of this Condition 13.
- 13.7 The Parties acknowledge that damages may not be an adequate remedy for any breach of this Condition 13, and in addition to any right to damages the Council shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Condition 13.
- 13.8 This Condition 13 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

14. STATUTORY OBLIGATIONS

- 14.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and all other statutory and regulatory requirements and the Council's policies and procedures relating to health and safety.
- 14.2 The Supplier shall at all times ensure that its personnel, whilst on the premises owned, managed, controlled or occupied by the Council ("Council Premises"), comply with the Council's policies and procedures relating to health and safety.
- 14.3 The Council's Representative or its nominated health and safety representative reserves the right at any time to monitor and audit the Supplier's health and safety systems and procedures relevant to the Services under the Contract and that of its sub-contractors, including the right to request a copy of the Supplier's and/or its sub-contractors health and safety policies and such other information (including all relevant policies and risk assessments) relating to the provision of the Services.
- 14.4 The Supplier shall notify the Council as soon as practicable of any health and safety incidents or material health and safety hazards at Council Premises in connection with the performance of the Contract.
- 14.5 The Supplier shall properly maintain records of all accidents and incidents and notify the Council of all incidents that occur on Council Premises and/or meet the criteria of Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 which arise in connection with the performance of the Contract.
- 14.6 The Supplier shall at all times comply with the requirement of the Equality Act 2010 and all other relevant related statutory and regulatory requirements and the Council's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status and civil partnership, pregnancy and maternity or sexual orientation.
- 14.7 The Supplier must take all necessary steps, and inform the Council of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.
- 14.8 The Supplier shall at all times comply with all statutory and regulatory requirements where relevant to the provision by the Supplier of the Services and to be observed and performed in connection with the Contract including any obligations binding upon the Council.

- 14.9 The Supplier shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Supplier of this Condition 14.

15. COUNCIL REMEDIES

- 15.1 If the Supplier fails to perform the Services by the required date(s) or in conformity with any of the undertakings set out in Conditions 3.2 and 4.1 the Council may, as applicable and at its sole discretion, without limiting its other rights or remedies set out herein or in Law:

15.1.1 terminate this Contract (in whole or part) with immediate effect by giving written notice to the Supplier;

15.1.2 refuse to accept any subsequent performance of the Services which the Supplier attempts to make other than where a replacement or repair is requested by the Council under Condition 15.1.3;

15.1.3 require the Supplier to re-perform the defective Services to the Council's satisfaction at no additional cost to the Council;

15.1.4 where the Council has paid for Services that have not been provided by the Supplier, require the refund of such sums within twenty-eight (28) days of a written request by the Council and such sums shall be recoverable as a debt; and/or

15.1.5 the right to claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Services in accordance with the Contract including, without limitation, any increased costs reasonably incurred by the Council in obtaining substitute services.

- 15.2 These Conditions shall extend to any substitute or remedial services supplied by the Supplier.

- 15.3 The Council's rights set out herein are in addition to its rights and remedies implied by statute and common law.

16. GRATUITIES

The Supplier shall not, whether itself, or by any person employed by it to provide the Services, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Services other than charges properly approved by the Council in accordance with the provisions set out herein.

17. PREVENTION OF BRIBERY

- 17.1 The Supplier warrants and undertakes to the Council that:

17.1.1 it will comply with applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

17.1.2 it will comply with the Council's anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Supplier on written request;

17.1.3 it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with the provision of the Services complies with this Condition 17;

17.1.4 it will not enter into any agreement with any Associated Person in connection with the provision of the Services, unless such agreement contains undertakings on the same terms as contained in this Condition 17;

17.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the provision of the Services;

17.1.6 from time to time, at the reasonable request of the Council, it will confirm in writing that it has complied with its undertakings under Conditions 17.1.1 – 17.1.5 and will provide any information reasonably requested by the Council in support of such compliance;

17.1.7 it shall notify the Council as soon as practicable of any breach of any of the undertakings contained within this Condition of which it becomes aware.

18. AGENCY

18.1 Neither the Supplier nor the Supplier's personnel shall in any circumstances hold themselves out:

18.1.1 as being the servant or agent of the Council otherwise than in circumstances expressly permitted by these Terms and Conditions;

18.1.2 as being authorised to enter into any agreement on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by these Terms and Conditions.

18.1.3 as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 The Council shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.

19.2 The Supplier shall not:

19.2.1 assign this Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;

19.2.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Council, which consent shall be at the absolute discretion of the Council and if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor's agents or employees in all respects as if they were the acts, defaults or negligence of the Supplier or the Supplier's agents, or employees. The Supplier shall provide the Council with copies of all sub-contracts upon request.

20. TERMINATION

20.1 The Council may terminate the Contract at any time by giving at least one (1) months' notice in writing to the Supplier.

20.2 Without prejudice to any other right or remedy it might have, the Council may terminate

the Contract by written notice to the Supplier with immediate effect if the Supplier:

20.2.1 (without prejudice to Condition 20.2.5), is in material breach of any obligation under the Contract which is not capable of remedy;

20.2.2 repeatedly breaches any of its obligations under the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms and Conditions of the Contract;

20.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

20.2.4 breaches any of the provisions of Conditions 4.2, 12, 13 and 17; or

20.2.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Condition 20.2.5) in consequence of debt in any jurisdiction.

20.3 The Supplier may terminate the Contract by written notice to the Council if the Council has not paid any undisputed amounts within ninety (90) days of them falling due.

20.4 Termination or expiry of the Contract shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this Condition or any other provision of the Contract that either expressly or by implication has effect after termination.

20.5 Upon termination or expiry of the Contract, the Supplier shall:

20.6.1 give all reasonable assistance to the Council and any incoming supplier of the Services; and

20.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.

20.6 If the Council elects to terminate the Contract pursuant to Conditions 20.1 or 20.2 the Council shall:

20.6.1 cease to be under any obligation to make further payment; and

20.6.2 be entitled to require the Supplier forthwith to return files, documents or other items belonging to the Council and any other resources licensed, loaned, or hired, to the Supplier and should the Supplier fail to return these, to enter onto any site of the Supplier and repossess all such files, documents, or other items. The Council shall have full and unfettered licence over all drawings, details, materials, files, descriptive schedules and other documents for use in connection with the Services.

20.7 In addition, if the Council elects to terminate the Contract pursuant to Conditions 20.2 the Council shall:

20.7.1 be entitled to deduct from any sum or sums due from the Council to the Supplier under the Contract or any other contract or be entitled to recover the same from the Supplier as a debt, any loss or damage to the Council resulting from or arising out of the termination of the Contract. Such loss or damage shall include the

reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Services or any part thereof;

20.7.2 be entitled to employ and pay other persons to provide and complete the provision of the Services or part thereof; and

20.7.3 when the total costs, loss and/or damage suffered by the Council resulting from or arising out of the termination of the Contract has been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would have been due to the Supplier, be entitled to any balance shown as due to the Council which shall be recoverable as a debt.

20.8 The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have whether against the Supplier directly or pursuant to any guarantee, indemnity or bond.

20A CONSEQUENCES OF EXPIRY OR TERMINATION

20A.1 Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.

20A.2 The Supplier shall develop an outline succession plan which describes the procedure for ensuring an orderly transfer of the Services to a Successor Provider following expiry or termination of this Contract and shall submit the same to the Council for approval no later than twenty (20) Business Days prior to the Commencement Date. The succession plan shall provide the following:

20A.2.1 if applicable, confirmation of any transferring assets (including but not limited to hardware, software and leases);

20A.2.2 if applicable, confirmation of any Intellectual Property Rights created under this Contract;

20A.2.3 details of any outstanding Services that have not yet been delivered by the Supplier; and

20A.2.4 confirmation of any final reconciliation of the Contract Price due to the Council in accordance with clause 22.

20A.3 On the service of a Termination Notice or forty (40) Business Days prior to expiry (as appropriate), the Supplier will make any updates to the Succession Plan which may be required to take into account the identity of the Successor Provider and the Council's preferred transition arrangements (as notified to the Supplier by the Council) and shall provide the updated succession plan to the Council for approval. Following approval of the updated succession plan by the Council, the Parties shall implement the succession plan in accordance with its terms.

20A.4 Without prejudice to clause 20A.3, on the expiry or termination of this Contract the Supplier must co-operate fully with the Council to migrate the Services in an orderly manner to the Successor Provider.

- 20A.5 In the event of termination or expiry of this Contract, the Supplier shall cease to use the Council's Confidential Information and on the earlier of the receipt of the Council's written instructions or twelve (12) months after the date of expiry or termination, either return all copies of the Confidential Information to the Council or destroy all copies of the Confidential Information, as required by the Council.
- 20A.6 The Parties acknowledge and agree that any clauses, paragraphs or other provisions of this Contract which are stated to, or by implication are intended to, survive the termination or expiry of this Contract shall continue to have effect and bind the parties until the date specified in the relevant clause, paragraph or other provision or (if not date is specified) the date which is twelve (12) years following the date of termination or expiry of this Contract.

21. INDEMNITY AND INSURANCE

- 21.1 The Supplier shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of, or in any way arising out of, the provision of the Services, in relation to the injury to, or death of, any person, and the loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council, its employees or agents not being the Supplier, its personnel or sub-contractors.
- 21.2 Without prejudice to its obligations under this Condition 21, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Supplier's obligations and liabilities under this Contract, including but not limited to the insurance levels and types as specified in the ITT for any one occurrence or series of occurrences arising out of any one event.
- 21.3 The Supplier shall (if requested in writing to do so by the Council) supply to the Council forthwith copies of the insurance policy certificates and details of the cover provided confirming that the Supplier's insurance policies comply with Condition 21.2.
- 21.4 If the Supplier fails to take out and maintain the insurance required under Condition 21.2 then the Council itself may insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Council in respect of premiums therefore may be deducted by the Council from any monies due or to become due to the Supplier under the Contract or such amount may be recoverable by the Council from the Supplier as a debt.
- 21.5 The Supplier shall procure that any sub-contractors of the Supplier maintain like insurance cover to that required to be maintained by the Supplier under the Contract and any such other insurance cover as may from time to time be reasonably required by the Council.

22. RECOVERY OF SUMS DUE TO THE COUNCIL

Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract or any other contract between the Parties.

23. DISPUTE RESOLUTION

- 23.1 Any disputes or differences arising between the Parties in respect of the construction or effect of the Contract, or the rights, duties and liabilities of the Parties hereunder, or any matter or event connected with or arising out of the Contract shall be resolved by

the Parties negotiating in good faith.

- 23.2 In the absence of resolution in accordance with Condition 23.1 above the dispute may be referred by the agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure 2020 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.
- 23.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.
- 23.4 The submission of either Party to Condition 23.2 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

24. FORCE MAJEURE

- 24.1 Either Party reserves the right to defer the date of delivery or payment or cancel the Contract or reduce the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Party including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.
- 24.2 If the performance of a Party's obligations under the Contract is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within Condition 24.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate the Contract by written notice to the other Party.

25. TUPE

- 25.1 The Parties acknowledge and agree that the provision of any services provided under the Contract are in relation to a single specific event or task of short-term duration and are unlikely to give rise to a 'relevant transfer' under TUPE either at the commencement of the Contract or on its expiry or termination.
- 25.2 In the event that TUPE is deemed to apply, the parties shall co-operate, share information in a timely manner and use all reasonable endeavours to ensure a smooth transition to/from the services and transfer of relevant staff to the Supplier/Council/replacement supplier of similar services (as appropriate), in accordance with TUPE and all other applicable Laws.

26. LEGAL PROCEEDINGS

- 26.1 The Supplier shall notify the Council's Representative immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way to the supply of the Services.
- 26.2 If requested to do so by the Council's Representative and at its own expense, the Supplier shall provide the Council's Representative with any relevant information in connection with any litigation, arbitration or other dispute in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the supply of the Services.

- 26.3 The Supplier shall at its own expense fully assist the Local Government Ombudsman, the Council's designated auditors, the Council's Monitoring Officer and any other body or person as may be specified by the Council's Representative with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Contract, such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.
- 26.4 Should any part of the Services involve the Supplier in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify the Council's Representative of any such matter together with such particulars as are available.

27. SAFEGUARDING

- 27.1 The Supplier shall develop and maintain awareness and understanding of safeguarding issues with vulnerable adults, children and young people.
- 27.2 The Supplier shall ensure that all allegations, suspicions and incidents of abuse, harm or risk of harm to children and/or vulnerable adults or where there is concern about the behaviour of an individual are reported immediately to the Council's Representative and the Multi Agency Referral Unit (MARU) 0300 123 1116.
- 27.3 The Supplier shall ensure that children and/or vulnerable adults are safeguarded from any form of exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhumane or degrading treatment through deliberate intent, negligent acts or omissions.
- 27.4 The Supplier shall comply with all statutory obligations and Council and Government policies (including but not limited to the Cornwall and the Isles of Scilly Adult Safeguarding Board Adult Safeguarding Policy and the Cornwall and the Isles of Scilly Safeguarding Children Partnership Procedures) in respect of safeguarding as applicable and amended from time to time. The Supplier acknowledges and agrees that any change to any such safeguarding requirement or policy shall not constitute a variation for the purposes of this Contract and, accordingly, shall be implemented and complied with by the Supplier at its own cost and risk.
- 27.5 The Supplier shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this Condition 27 have been met.
- 27.6 The Supplier must comply with any instruction given by the Council in respect of this Condition 27.

Whistleblowing

- 27.7 The Supplier's safeguarding policies and procedures shall refer to a comprehensive whistleblowing policy and Supplier personnel shall be actively encouraged to use the whistleblowing policy to report suspected abuse or breach of the safeguarding requirements expected of the Supplier under this Contract.
- 27.8 The Supplier shall not take any action against any member of staff where such member of staff has in accordance with the process provided pursuant to Condition 27.7 and in

good faith reported alleged malpractice on the part of the Supplier.

28. MISCELLANEOUS

- 28.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representative.
- 28.2 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 28.3 The Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this Condition shall exclude liability for fraud or fraudulent misrepresentation.
- 28.4 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. 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.
- 28.5 The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 28.6 Except as otherwise expressly provided by the Contract all remedies available to either Party for breach of the Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 28.7 If any provision of the Contract is a by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

29. NOTICES

- 29.1 Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post to the registered office or last known address of the Party to be served therewith (with a copy sent by email to the email address provided by the Party's Representative) or by email to the email address provided by the Party's Representative (with a copy to be sent by pre-paid first class post within twenty-four (24) hours of the email being sent) and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be, or if sent by email on the day that the email is deemed to be delivered in accordance with Condition 29.2.
- 29.2 If a demand, notice or other communication is given by email then:

- (a) it is deemed to be served on the day of transmission provided that a read receipt is duly requested and a delivery confirmation and/or such other evidence of delivery is received before 5pm; or
 - (b) on the next following Working Day if the relevant delivery confirmation receipt or such other evidence of delivery is received after 5pm but before midnight on a Working Day; or
 - (c) on the next following Working Day if the relevant delivery confirmation receipt or other such evidence of delivery is received on a day which is not a Working Day.
- 29.3 If an automatic electronic notification is received by the sender within twenty-four (24) hours after sending the email informing the sender that the email has not been delivered to the recipient, or that the recipient is out of the office, the email shall be deemed not to have been served by email and shall instead be deemed to have been served on the day the posted notice would have been deemed to have been served in accordance with Condition 29.1.

30. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 30.1 In performing its obligations under the Contract, the Supplier shall:
- i. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015;
 - ii. include in contracts with its subcontractors and suppliers provisions which are at least as onerous as those set out in this Condition 30;
 - iii. notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;
 - iv. maintain a complete set of records to trace the supply chain of all Services provided to the Council in connection with this Contract and permit the Council and its third-party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this Condition 30.
- 30.2 The Supplier represents and warrants that at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 30.3 The Council may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this Condition 30.

31. AUDIT

- 31.1 The Supplier shall at all times during the supply of the Services and for a period of six (6) years thereafter:
- 31.1.1 keep secure and give or make available for inspection by the Council, its designated auditors and the Local Government Ombudsman all original and copy records, documents, information, statements and papers which may be acquired or produced by the Supplier or by any sub-contractor in the supply of the Services. In default of compliance, the Council may recover possession of such materials and the Supplier grants a licence to the Council or its appointed agents

to enter for that purpose any premises of the Supplier or its sub-contractors where any such materials may be held, and

31.1.2 co-operate fully with any investigations at its own expense and make such explanations to the Council, its designated auditors and the Local Government Ombudsman as may be necessary for them to be satisfied that the Contract, the Council's Contract Procedure Rules, Financial Regulations and all statutory and regulatory provisions relating to the Contract are being and have been complied with.

32. VARIATION

Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by the Parties or their authorised Representatives.

33. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

34. GOVERNING LAW & JURISDICTION

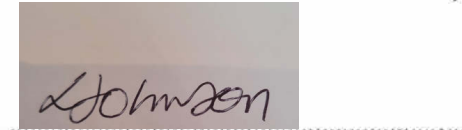
The Contract shall in all respects be construed and interpreted in accordance with the Laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any disputes which may arise between the Parties out of or in connection with the Contract.

35. ELECTRONIC SIGNATURES

Each Party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the Party's intention to be bound by this Contract as if signed by each Party's manuscript signature.

IN WITNESS whereof this Agreement has been signed by the Parties hereto and is intended to be and is hereby delivered on the day and year first above written.

SIGNED for and on behalf of)
THE CORNWALL COUNCIL)



Authorised Officer
Print name: **Lorrита Johnson**

SIGNED for and on behalf of)
PENTREATH LIMITED)


.....
Director
Print name:


.....
Director/Company Secretary
Print name:

SCHEDULE 1
SPECIFICATION



Specification

Trauma Informed Therapeutic
Support for Rough Sleepers

01/05/2024 – 31/04/2025

Date 24/10/23 Version 0.2

Neighbourhoods

Housing Options

Marion Barton

Specification for [INSERT TITLE]



[Insert Directorate here]		[Insert Service here]	
[Insert Project/Programme title here]			
Senior Responsible Owner or Corporate Director:	Allan Hampshire	Head of Service:	Melanie Brain
Date Updated:	(30/10/2023)	Version: 0.4	(only version 1 once approved)
Programme/Project Description:	Trauma Informed therapeutic support for rough sleepers		
Reviewers:	e.g. CLT, DLT, Board		
Author(s):	Marion Barton, Rough Sleeping Strategic Lead		

Document History			
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1.0	30/10/23	Marion Barton	Version ready for approval

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

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Specification for Trauma Informed Therapeutic Support for Rough Sleepers

1. Definitions**"Contract"**

means: the Contract for the provision of the Services, Supplies or Works, which will be awarded to a successful Supplier;

"Council"

means: Cornwall Council, County Hall, Treyew Road, Truro, Cornwall TR1 3AY;

"Services"

means: the provision of Trauma Informed and Therapeutic Services for the Rough Sleeper Service as described in this Specification.

"Supplier/Provider"

means: any person or persons, firm or firms or company or companies applying to tender for the Services, Supplies or Works, or, where there is more than one organisation applying, the lead organisation;

"Works"

means: the Works as set out in this Specification in relation to the delivery or Trauma Informed and Therapeutic Support for current/former rough sleepers

"The Council's Contract Manager"

means: the representative of Cornwall Council responsible for arranging and leading Contract Review Meetings

"The Supplier's Contract Manager"

means: the representative of the Provider/Supplier responsible for attending Contract Review Meetings and actioning any changes

"Service User"

means: an individual who accesses services provided by the Council

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

2. Introduction

- 2.1 Cornwall's vision is to "work together to end homelessness in Cornwall", and as such, there is a commitment to ensure that nobody encounters homelessness, all have access to a home that meets their needs and the necessary support to sustain it.
- 2.2 In order to achieve this, the Council and its partners developed Cornwall's Partnership Approach to Preventing Homelessness and Rough Sleeping Strategy 2020-25, which includes three important priorities:
- Prevention;
 - Intervention: and
 - Recovery
- 2.3 However, many rough sleepers have experienced severe early life trauma and as a result find it challenging to maintain accommodation, often due to the lack of life skills acquired during their earlier life and also due to the behaviours they have developed to cope with their traumatic life experiences, which have become problems in and of themselves.
- 2.4 Cornwall Council's vision for all commissioned services is that they should be of high quality, effective and led by demand. In order to achieve the desired outcomes for rough sleepers in Cornwall this Specification describes the key features of trauma informed therapeutic services and the outcomes required for rough sleepers and should be read in conjunction with the Terms and Conditions of the Contract.
- 2.5 This service forms part of the offer of services for Rough Sleepers and should provide regular and effective **trauma informed** and therapeutic **interventions** that will not only help individuals to maintain their accommodation, but in many cases also help them address the root causes of their rough sleeping. In addition, this input is expected to help **prevent** a return to rough sleeping and support their ongoing **recovery**. This will assist Cornwall Council to meet targets of reducing rough sleeping and when rough sleeping does occur, ensure episodes are rare, brief and non-recurring.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

2.7 The key aims of the Service are to:

- Prevent rough sleeping by supporting those who have slept rough to address the underlying trauma that has led to their rough sleeping;
- Provide interventions that will help individuals to address their needs that prevent them maintaining a tenancy; enhance their quality of life and promote their health and wellbeing
- Support recovery by assisting individuals to maintain their tenancy and make progress in key areas of their lives

2.8 The key objective of the service is to deliver a trauma informed, therapeutic support service that forms part of the rough sleeper portfolio of services, preventing a return to rough sleeping and escalation of the health and social care needs of this population.

2.9 The key outcomes of the Service are:

- Improved and more sustainable housing outcomes
- Reductions in those returning to rough sleeping
- Improved self-management of health and wellbeing
- Improved outcomes for individuals across wider health, behaviour and lifestyle domains

2.10 This will be achieved through delivery of the following Service components.

- A **Trauma Informed Approach** to help individuals acknowledge that the past has impacted them whilst helping them to feel physically and psychologically safe at this current time.
- Helping individuals to **improve their self-esteem**, reduce their shame and acquire skills and confidence that will support them to live independently.
- Support individuals to **process previous traumatic memories** through group and/or individual therapies and/or activities which could include Art or Music Therapy, Meditation, Relaxation, Reading, Creative Writing, Yoga, Sport, Positive Risk-Taking Activities, Water sports, Equestrian Therapy, Eye Movement Desensitising and Reprogramming (EMDR), Emotional Freedom Technique (EFT), Reiki, Theta, Acupuncture, Hypnotherapy, Reflexology Massage etc
- An **end of project report** evidencing the outcomes achieved as well as the views of those who accessed the services, wider agency views and details of the therapies/interventions that proved to be the most effective for this cohort. This will help us to plan future services that best meet needs.

2.11 This Contract relates to the revenue funding for the support and therapy services delivered and the co-ordination of these services.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

3. Scope

- 3.1 This Trauma Informed Therapy Service will offer **face-to-face** short/medium term support (up to 12 months) to people living in Cornwall aged 18 years and over who have slept rough. These individuals are likely to have **complex and multiple needs** and identified by support providers as potentially benefiting from therapeutic support to enhance their health and wellbeing, address underlying trauma whilst increasing their confidence and independent living skills.
- 3.2 Service Users will be those who have slept rough and have additional needs related to one or more of the following **primary needs**:
- Physical Health, Mental Health, Emotional wellbeing, Offending histories, Drugs & Alcohol, Acquired Brain Injury, Social Isolation, Learning Disability, Autism, High risk Behaviour which could include but not limited to hoarding and self-neglect
- 3.3 It is anticipated that on an annual basis at least one hundred (100) people will be supported through this trauma informed and therapeutic service across the county.
- 3.4 This is a countywide contract, expected to work closely with the Rough Sleeper Team and Emergency, Temporary and Supported Accommodation providers who work with rough sleepers in order to ensure trauma informed therapeutic services and activities are delivered in each of the 3 Resettlement Team areas (West, Central and North & East). A regular programme of therapy and activities to be delivered at agreed locations, to include 2 in the West, 2 in Central and 1 in North & East.
- 3.5 The Service Provider will be expected to work in collaboration with other providers/stakeholders who deliver support to rough sleepers in Cornwall to ensure effective engagement of individuals who most need this support as well as to establish the most appropriate cost-neutral venues at 5 locations across 3 Resettlement Areas. Collaboration also required to ensure the development of an end of project report that highlights the achievements of the rough sleepers who have participated in this programme as well as capturing the views of those who made referrals into the programme.
- 3.6 The Service Provider is expected to work in collaboration with service users to ensure some co-production of services, ensuring that what is being delivered is best meeting the needs in a specific location.
- 3.7 The Service Provider is expected to find ways to engage those who are still using alcohol and/or other drugs. Many interventions will only work with those who have already stopped drinking alcohol or using drugs and this service is expected to bridge this gap.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

- 3.8 Due to this being a new opportunity a Human Learnings System Approach will be adopted. We are keen to focus on the learning and understanding what works and what doesn't work, through collaboration and co-production with service users, colleagues and wider partners

4. Background

- 4.1 **The Care Act 2014 and the NHS Five Year Forward View** have a clear focus on prevention and wellbeing. The Care Act stipulates that local authorities have a duty to promote wellbeing and provide or arrange for services, facilities or resources which would prevent, reduce or delay individuals' needs for care and support. The Forward View describes intentions to develop evidenced-based action plans to prevent health conditions from developing and emphasises the importance of investing in the voluntary and community sector. Local authorities and the NHS are required to put prevention at the heart of everything they do: tackling the root causes of poor health, not just treating the symptoms, and providing targeted services for those most at risk. The Service will be expected to support the Council in meeting its statutory duties in relation to preventing, reducing or delaying individuals' needs for care and support.
- 4.2 **The Housing Act 1996 (Part VII), as amended by the Homelessness Act 2002**, sets out clear duties and powers for local authorities in relation to households who are homeless or threatened with homelessness. The original rehousing duty states the local authority must find an offer of suitable settled accommodation for a homeless applicant when the person is found to be in priority need and unintentionally homeless. **The Homelessness Reduction Act 2017** increased the statutory duties for local authorities by stating that reasonable steps must be taken to: a) prevent a person from becoming homeless; and b) relieve homelessness by helping a person to secure suitable accommodation. This has included new duties on local authorities to develop and agree with applicants a personalised plan of the steps that will be taken to prevent or relieve homelessness. The Service will be expected to support the Council in meeting its statutory duties in relation to homelessness.
- 4.3 **The Five Year Forward View for Mental Health**¹ includes the requirement to create 'mentally healthy communities'. Housing, including specialist supported housing, is considered critical to the prevention of mental health problems and the promotion of recovery. NHS Kernow, Cornwall Council and the Council of the Isles of Scilly are committed to the co-production of a joint strategy for mental health, which will set out a clear direction of travel for future years.
- 4.4 **The recent Drug Strategy**² continues to highlight that stable and appropriate housing is crucial to enabling sustained recovery from drug misuse and sustained recovery is essential to an individual's ability to maintain stable accommodation. The Drug Strategy also states

¹ The Mental Health Taskforce (2016) *Five Year Forward View for Mental Health*.

² HM Government (2017) *2017 Drug Strategy*.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

that heroin-related deaths can be prevented by the provision of naloxone and that local areas should have appropriate provision in place. The inquiry into drug related deaths has attributed these to a range of complexities and highlighted the need for a coordinated, whole system, partnership approach to meet the complex needs of those who use drugs.

4.5 **Shaping Our Future³** is the Cornwall and the Isles of Scilly Health and Social Care Partnership. The Shaping Our Future programme is founded on collaboration and integration. All system partners are committed to the following vision.

- We will work together to ensure the people of Cornwall and the Isles of Scilly stay as healthy as possible for as long as possible.
- We will support people to help themselves and each other so they stay independent and well in their community.
- We will provide services that everyone can be proud of and that reduce the cost overall.

One of the priority areas for the programme is 'prevention and improving population health.' This includes focusing resources on preventing ill health and doing more to keep people healthy, happy and well in their local communities. The Service Provider will be expected to support the health and social care sector in the development and delivery of Shaping Our Future.

4.6 **The ASC Prevention Offer Strategic Commissioning Intentions 2018-2022⁴** describes the local adult social care approach to commissioning preventative interventions over the next four years. The commissioning intentions consider how the Council will work with the NHS, partners and local communities to improve the quality of life and opportunities available for people with support needs in Cornwall by promoting wellbeing, early intervention and preventative care.

4.7 **The Cornwall Homelessness Strategy 2015-2020⁵** sets out plans to tackle the causes of homelessness and wherever possible prevent its occurrence, to support homeless households, and to ensure that there is sufficient accommodation available for those who do become homeless. **The Rough Sleeping Reduction Strategy 2017-2020⁶** is a subsidiary plan to the Homelessness Strategy and includes the aim to prevent rough sleeping by minimising the flow of new homeless people onto the streets and preventing a return to sleeping rough after a period of settled accommodation. Supported Accommodation is vital to the delivery of the homelessness and rough sleeping strategies for people with high levels of needs/risk unable to acquire and manage an independent tenancy, as well as providing support in the community to people with mental health and complex needs to tackle the root causes and prevent homelessness.

³ www.shapingourfuture.info

⁴ Cornwall Council (2018) *Adult Social Care Prevention Offer Strategic Commissioning Intentions 2018-2022*

⁵ Cornwall Council (2015) *Our Homelessness Strategy for Cornwall*.

⁶ Cornwall Council and Cornwall Housing (2017) *Rough Sleeping Reduction Strategy 2017-2020*.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

- 4.8 **The Digital Inclusion Strategy for Cornwall and the Isles of Scilly 2019-2023**⁷ outlines why digital inclusion is an issue and how all sectors across Cornwall and the Isles of Scilly can work together to help address some of the barriers that residents and organisations face and need to overcome in order to access and embrace the digital world. It is essential that residents are supported to understand and improve basic digital essential skills. The Service Provider will be expected to promote digital inclusion in Cornwall.
- 4.9 **Research and best practice** have been reviewed and Provider will be required to give consideration to the following in their approach to Service delivery.
- Poor health can lead to homelessness and homelessness can lead to poor health⁸. People at greater risk of homelessness include people with needs related to mental health, domestic abuse, substance misuse and people with multiple and complex needs. Homelessness, and the fear of becoming homeless, can also result in ill health or exacerbate existing health conditions. As well as mental health and complex support needs, Service Users may have also experienced homelessness and have chaotic lifestyles. The next Steps Mental Health and Wellbeing Service will help to prevent homelessness and successful move on through the delivery of a range of mental health interventions to best meet needs.
 - According to Public Health England⁹, there are healthy lifestyle choices that reduce our chances of becoming unwell. These include not smoking, eating a good diet, being physically active, reducing our alcohol intake, not taking illegal drugs, and taking care of our mental health. The Service Provider will be expected to take promotion of a healthy lifestyle into consideration as part of the Service delivery model.
 - Evidence suggests that a small improvement in wellbeing can help to decrease some mental health problems and also help people to flourish. The New Economics Foundation¹⁰ (NEF) *Five Ways to Mental Wellbeing* report sets out five actions to improve personal wellbeing that will need to be taken into consideration by the Service Provider in their approach to delivering the Service: connect, be active, keep learning, take notice and give.
 - In accordance with the strategic direction of many support services in Cornwall, the Service Provider will be required to take a strengths-based approach. A strengths-based approach values the capacity, skills, knowledge, connections and potential in individuals and communities. Staff members will need to work in collaboration with people accessing the Service, helping people to do things for themselves and to develop their own independent living skills. In this way, people can become co-producers of support, rather than passive consumers of support.

⁷ Cornwall and the Isles of Scilly Leadership Board (2019) *The Digital Inclusion Strategy for Cornwall and the Isles of Scilly 2019-2023*

⁸ Local Government Association (2017) *The Impact of Homelessness on Health: A guide for local authorities*.

⁹ Public Health England (2018) *Health Profile for England: 2018 – Chapter 3*.

¹⁰ New Economics Foundation (2008) *Five Ways to Mental Wellbeing*.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

- The aim is to commission services that deliver better outcomes for individuals and recognise that services need to be flexible and adaptable in order to meet this effectively. The Service Provider will be required to work with people accessing the Service to identify the outcomes that are important to the, and to develop outcome focused support plans.
- There is a common understanding that many people with mental health and complex needs have experienced traumatic events in their lives. The Service Provider will be required to understand that many challenging behaviours are as a result of trauma and that a trauma informed approach and a range of therapeutic interventions will be required to most effectively support and maximise engagement.

5 Service Conditions

5.1 **Service Access:** The Service Provider will consider referrals for the Service from:

First priority

- The Rough Sleeping Service

Second priority

- Other Providers who are working with current/former rough sleepers

The Service provider will be expected to develop a fair and transparent process to ensure prioritisation of referrals

5.2 The Provider is expected to deliver a **range of face-to-face interventions**, both **group** and **one-to-one** at at least 5 locations where the service user would be comfortable accessing the venues secured across each of the 3 agreed Resettlement areas. (2 in the West; 2 in Central and 1 in the North & East)

5.3 The interventions to include a mixture of group and individual activities and therapies which are agreed in partnership with the Provider, the Referrer and the service users who wish to access the programme of activities/therapies. The services delivered may evolve as service users gain trust and confidence and wish to undertake deeper therapy work or where some service users graduate from the programme and new participants join. Examples of **group activities/therapies** that could include but not limited to Art, Music, Meditation, Relaxation, Reading, Creative Writing, Yoga, Sport, Positive Risk-Taking Activities, water sports, Equestrian Therapy and acupuncture. **One to-one therapies** could include but not limited to Eye Movement Desensitising and Reprogramming (EMDR), Emotional Freedom Technique (EFT), Reiki, Theta, Hypnotherapy, Reflexology and Massage. It is accepted that engagement for some may be difficult and slow and that an open and accessible timetable of enrichment activities will provide the best opportunity to build trust

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- 5.4 The service provider will be expected to deliver services in a **trauma informed** way, building relationships with service users considering how to help them feel physically and psychologically safe and ultimately developing trust that will help service users engage in activities and therapy that may involve being in close proximity and in some therapies receiving touch.
- 5.5 **Strengths-based approach:** The Service will be provided in a manner that is flexible, person-centred and responsive to the individual needs and agreed outcomes of the Service User. The Service User will be supported to identify their strengths and to develop the skills and knowledge needed to achieve their goals. Service Users will be supported to develop increased self-esteem, self-worth and confidence.
- 5.6 There will be a demonstrable commitment to **fair access, diversity and inclusion**. The Service Provider will **proactively promote the Service** at key locations ensuring this is accessible and available in forms reflecting the diversity of the local population.
- 5.7 **Substance tolerant approach:** The Service Provider is expected to find ways to engage those who are still using alcohol and/or other drugs. Many interventions will only work with those who have already stopped drinking alcohol or using drugs and this service is expected to bridge this gap.
- 5.8 **Protection, health and safety: Health and Safety:** The Service Provider will have within the last twelve months, successfully met the assessment requirements of a scheme in registered membership of the [Safety Schemes in Procurement \(SSIP\) forum](#). If the answer to the question is **NO** then: The Provider will be expected to be working towards an accreditation as outlined above and will be required obtain accreditation within 6 months of the award of contract.

The Provider will also be required to demonstrate and provide evidence of the arrangements for Health & Safety management that are relevant to the anticipated nature and scale of activity to be undertaken such as: Health and Safety Policy, Hazard identification, risk assessment and controls - ongoing hazard identification, risk assessment and determination of necessary controls. Safe working practices and operational instructions. Qualifications, training and competence. Communication, participation and consultation with employees.

- 5.9 **Safeguarding:** There will be a commitment to safeguarding the welfare of adults and children and to working in partnership to protect vulnerable groups from abuse. This will include Exploitation, Prevent and Modern Slavery. The Service Provider will work closely with referrers to ensure all needs and risks are carefully considered and mitigated where required. There will be policies and procedures for safeguarding and protecting adults and children that are in accordance with current legislation and are reviewed annually. Staff members will have received appropriate training in relation to safeguarding children and adults, confidentiality and professional boundaries. All relevant Staff delivering the service

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must have an enhanced Disclosure and Barring Service check that is renewed every three years.

5.10 If the organisation has an annual turnover in excess of £36m, its modern slavery statement **must** include the following points in its annual statement in accordance with the guidance and Section 54 of the Modern Slavery and Human Trafficking Act:

- the steps it has taken during the financial year to ensure that slavery and human trafficking is not taking place in any of its supply chains and in any part of its own business, or
- a statement that it has taken no such steps.
- structure, business and supply chains
- policies on slavery and human trafficking
- due diligence covering slavery and human trafficking in business and supply chains
- parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk
- effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against performance indicators
- training about slavery and human trafficking available to staff.

5.11 **Partnership Working:** The Service Provider will work closely with the Rough Sleeping Service and Supported Housing Providers working with the rough sleepers who are referred to agree the following:

- The needs of those referred and the outcomes required
- The most effective interventions to best meet these outcomes
- The balance of group and one-to-one sessions required at the location
- The time and place delivery of the support/interventions required
- Individual exits from the service and the outcomes achieved
- How best to measure outcomes and which tools to use
- Who best to support clients engaged on the programme and following exit

5.12 **Digital inclusion:** The Service Provider will be expected to support Service Users to make links to programmes and initiatives set up to increase digital inclusion and will help them to self-manage their health and wellbeing.

5.13 **Self-managing health and wellbeing:** The service will offering practical support and tools and techniques to Service Users to attain a healthier lifestyle and to self-manage their mental health and wellbeing, including during a crisis.

5.14 The **security, health and safety** of people accessing the Service, Staff and the wider community will be protected. Risk assessments of the Service will be conducted at the start of service delivery and reviewed following an incident or otherwise at least annually. There will be health and safety, lone working and information governance policies and procedures that are in accordance with current legislation and that are reviewed annually.

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Staff members will have received appropriate health and safety, first aid and information governance training. The Service Provider will be expected to hold and maintain a valid health and safety accreditation for the duration of the Contract. People accessing the Service and Staff will know how to access help in a crisis or emergency.

- 5.15 There will be up-to-date policies and procedures for complaints and compliments that are reviewed and acted upon. Regular feedback will be sought and acted upon from the service users and the referrers around the services delivered. This feedback and subsequent actions will also be included in the end of project review
- 5.16 **Service Exits:** The Service Provider will ensure that there is continuous flow through the Service and that people are exited as appropriate to allow new Service Users to gain access to the therapy, activities and support. The Service will provide appropriate support for Service Users during periods of crisis and will only refuse access to support or withdraw support prematurely in exceptional circumstances after all other options have been exhausted. Where the Service User presents needs or behaviour that the Service is not able to support, the Service Provider will proactively engage with other agencies/services to ensure that the Service User continues to be supported and have access to other support as appropriate.

5. Statement of Requirements

- 5.1 **The key aims** of the Service are to:
- Prevent rough sleeping by supporting those who have slept rough to address the underlying trauma that has led to their rough sleeping;
 - Provide interventions that will help individuals to address their needs that prevent them maintaining a tenancy; enhance their quality of life and promote their health and wellbeing
 - Support recovery by assisting individuals to maintain their tenancy and make progress in key areas of their lives
- 5.2 **The key objective** of this contract is to deliver a trauma informed therapeutic support offer that forms part of the rough sleeper portfolio of services, preventing a return to rough sleeping and further escalation of the health and social care needs of this population.

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5.3 The key outcomes of the Service are:

- Improved and more sustainable housing outcomes
- Reductions in those returning to rough sleeping
- Improved self-management of health and wellbeing
- Improved outcomes for individuals across wider health, behaviour and lifestyle domains

5.4 This will be achieved through delivery of the following **Service components**.

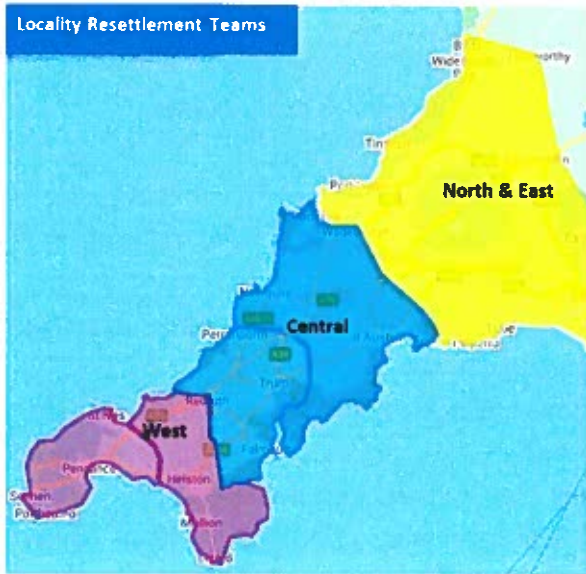
- A **Trauma Informed Approach** to help individuals acknowledge that the past has impacted them whilst helping them to feel physically and psychologically safe at this current time.
- Helping individuals to **improve their self-esteem, reduce their shame and acquire skills and confidence** that will support them to live independently.
- **Support individuals to process previous traumatic memories** through group and/or individual therapies which could include Art or Music Therapy, Meditation, Relaxation, Reading, Creative Writing, Yoga, Sport, Positive Risk-Taking Activities, Eye Movement Desensitising and Reprogramming (EMDR), Emotional Freedom Technique (EFT), Reiki, Theta, Acupuncture, Hypnotherapy, Massage etc
- **An end of project report** evidencing the outcomes achieved as well as the views of those who accessed the services, wider agency views and details of the therapies/interventions that proved to be the most effective for the individuals who were supported.

5.5 **Length of Service Delivery:** To support individuals for as long as required and agreed between the Provider, the Referrer and the Service User.

5.6 **Locality Based Provision:** This contract is to cover the trauma Informed therapeutic services to be delivered in at least one location within the 3 Resettlement localities

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

(West, Central, North & East). The map below shows the breakdown of each of these Resettlement areas and the table the predicted number of people who may access in the area.



Area	Minimum expected numbers to access service
West	40
Central	40
North & East	20
Total (in 12 months)	100

5.7 Lead Provider approach will be the preferred option where a single provider co-ordinates/delivers/sub-contracts the range of activities and therapies delivered at 5 locations across the 3 locality Resettlement areas.

6. Quality Requirements

Those who deliver the services will be qualified to do so or registered with the relevant body as required by the industry who regulate the specific therapeutic or sporting activities being delivered.

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

7. Contract Management and KPIs

The following information should be provided by the Supplier at Contract Management reviews:

OUTPUTS/OUTCOMES	
Domain	Output/Outcome
Numbers of referrals and people supported	Number of accepted referrals and referral source
	Number of rejected referrals and reasons for refusals
	Number of people accessing the service in each Locality Area
Number sessions	Number full days of service delivery in each Locality Resettlement area
Types of support provided	Timetable of activities/therapy delivered in each area
Length of Service delivery	Number of people supported for up to 6 weeks in each area
	Number of people supported between 6 and 12 weeks in each area
	Number of people supported between 12 weeks and 6 months
	Number of people supported for over 6 months in each area
Exits from the Service & outcomes	Numbers who are making positive progress on housing pathway and details
	Number of people who have improved their independent living skills and details
	Number of people who have improved self-management of health & wellbeing and detail
	Number of people who have improved outcomes across wider health, behaviour and lifestyle domains
End of Project Report	The Provider to produce an end of Project report that highlights the achievements of the rough sleepers who have participated in this programme as well as capturing the views of those who made referrals into the programme and other key stakeholders

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

The following **Key Performance Indicators** will be used to monitor the performance of the Contract. This Contract is for West, Central and North & East Resettlement Areas

	Outputs				
		1. West	2. Central	5. East and North	Total
1	Total number of people accessing support and therapy	40	40	20	100

The Provider will be formally reviewed by the Council during the contract period. This includes the components as described below.

Contract compliance: Annual check of all Contract compliance requirements in accordance with this Service Specification.

Quality assurance: Quality concerns will be reported through the Housing Options Commissioning Team and followed up as appropriate. A quality assessment will be undertaken in accordance with the standards set out in this Specification which may include a self-assessment and/or a Service visit.

Performance monitoring: The Service Provider will ensure that appropriate tools are in place to record and review Outcomes and outputs.

Satisfaction feedback: Feedback will be required on request from people accessing the Service, Referrers and key stakeholders to provide satisfaction and experience of Service. The feedback will be shared with Commissioners and used by the service provider to improve the service and will form part of the end of project report.

Contract Review Meetings: Quarterly Contract Review Meetings will take place between the Council (this will include the Commissioning Team and Managers from the Rough Sleeper Service), the Service Provider and other strategic partners where appropriate. This will focus on a Human Learning approach where experimentation and learning is an accepted part of the project alongside co-production. These reviews will also present opportunities to discuss any issues and evidence of good working practice in relation to the following agenda:

- Performance Outcomes and outputs data – what has been tried and any learning that has arisen
- Co-production
- What is working well/less well to inform future commissioning
-
- Policies and procedures
- Staff recruitment and training

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

- Fair access and exit
- Complaints and compliments
- Safeguarding
- Partnership working
- Case studies or showcasing what has been achieved.
- Discussion around the End of Project Report (particularly toward the end of the projet)

The Service Provider will also provide the Council with any agreed additional performance information requested during the contract. The content, structure, frequency and tools used for the monitoring and assessment of this contract may be changed at any time by the Council in consultation with the Service Provider. However, any such change will not constitute a variation to the Contract and therefore the service provider will implement

Prepared by:

Name : Marion Barton
Title Rough Sleeping Strategic Lead
Directorate Neighbourhoods
Date 27/10/2023

Specification for Trauma Informed Therapeutic Support for Rough Sleepers

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SCHEDULE 2
PRICING SCHEDULE

The total Price payable to the Supplier shall not exceed the figures set out in this Schedule 2.

The total Price payable for the Services are calculated as follows:

Total One-Off Payment - 01 May 2024	£144,000.00 GBP
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Appendix 1
Supplier's Tender

Method Statements (Quality Evaluation) – Therapeutic Interventions for Rough Sleepers 85% of overall score

The Method Statements and evaluation criteria are below. When completing the response Tenderers are asked to:

- Ensure responses are relevant to the requirements
 - Ensure responses are factual and can be evidenced within the stated word count
 - Ensure responses are sufficiently detailed whilst remaining direct and concise
- Each response and associated document(s) shall be clearly cross-referenced to the relevant Method Statement Question.

The quality evaluation will be scored as follows:

Each scored question/section will be allocated a score between 0 and 5 in accordance with the table set out below. Any scores of 2 or under will be discounted.

Scoring Matrix for Quality Criteria		Interpretation
Score	Judgement	
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.

3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

All Providers should answer the following questions:

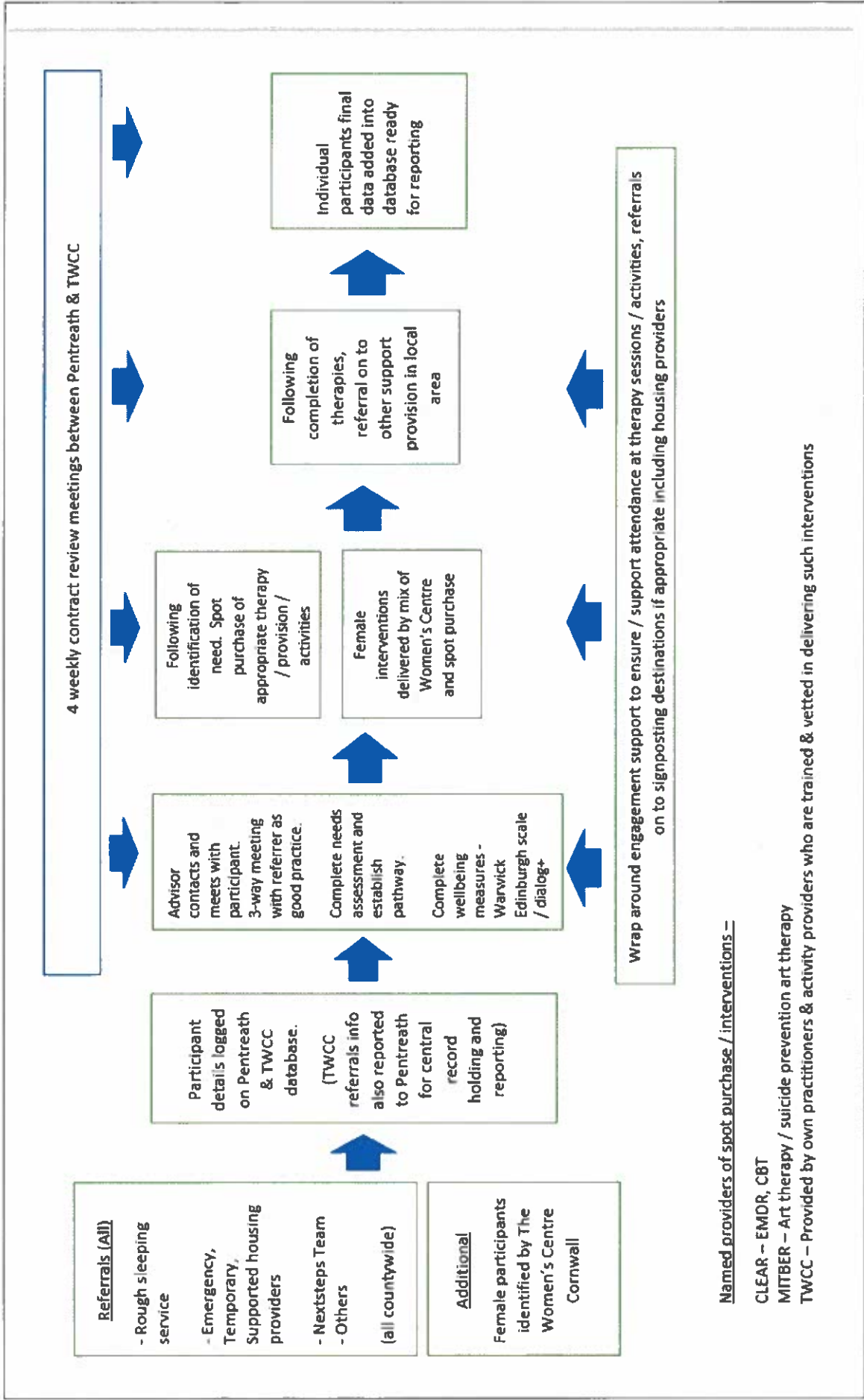
NB: diagrams and charts will be regarded as **200 words** towards the word count for that response.

<p>Question 1.</p> <p>Please describe the overall design and model of the proposed trauma informed therapeutic service for rough sleepers highlighting your experience in co-producing and delivering similar services</p>	<p>Quality Weighting</p> <p>30%</p>	<p>Your response could include but not limited to the following:</p> <ul style="list-style-type: none"> • How you will structure your service delivery across staffing costs, spot purchasing etc • How you will work with the Rough Sleeper teams and other Partners to deliver these services in specific locations • How you will design and deliver all 4 service components: <ul style="list-style-type: none"> ✓ A Trauma Informed Approach ✓ Helping individuals to improve their self-esteem ✓ Support individuals to process previous traumatic memories
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<p>(Maximum 1500 words – words in excess of the word count limit will not be evaluated)</p>		<p>✓ An end of project report</p> <ul style="list-style-type: none"> •
<p style="text-align: center;">Service Provider Response:</p> <p>Pentreath have formed an alliance with The Women’s Centre Cornwall (TWCC) to offer tailored therapeutic packages of support to rough sleepers based on our extensive experience working with those with complex and multiple needs. We believe it is imperative that staffing costs are included to support the overall success of the delivery. We will employ 3 advisors (2.57 FTE) to provide practical support to enable service users to access the spot purchase and interventions outlined in the spec.</p> <p>Males form the majority of visible rough sleepers and users of rough sleeping services. Men and women present differently when it comes to rough sleeping. Women’s Aid found that 44% of women fleeing domestic violence sofa surfed while waiting for a refuge space. In addition to this, women are also statistically more likely to engage in unsafe practices to keep a roof over their heads and avoid rough sleeping. Due to this, we see it as imperative that there is specialist provision for women included within this Therapeutic Interventions project. The collaborative approach proposed will enable both men and women to receive an individually tailored gender-specific service so that women who are rough sleeping can access a service which is appropriate for their needs and will ensure the maximum benefit.</p> <p>Pentreath will be the lead provider and will work hand in hand with TWCC via an SLA to deliver the provision. We will split the delivery proportionately across male and female. In June 2022, 21 of the 77 people counted as rough sleeping in Cornwall were women, equating to 27%. Due to women often being under represented in figures, we now estimate that 35% of participants will be women. Based on this, The Women’s Centre Cornwall will seek to work with 35% as part of this intervention.</p> <p>Our total budget is £143,751.33.</p> <p>£86,751.33 will be spent on Pentreath & TWCC staff and on costs with a total of £57,000 allocated for direct spot purchase, this includes £7,000 allocated to TWCC for spot purchase needs. For female participants TWCC will be able to deliver the majority of interventions through directly-employed staff and therefore within their staff costs. We believe our proposal to be an effective balance between using staff to support participant engagement and utilising money for spot purchase.</p>		

Regarding this, we have gathered spot purchase costs of interventions via CLEAR and MITBER and all other activity-based costs will be dynamically sourced according to need and location. There is also an allowance within the budget for venue hire for proposed group interventions.

Pentreath currently deliver the Nextsteps project which works directly with rough sleepers and homeless people and we will use our existing links and relationships within the rough sleeper team and emergency, temporary and supported housing providers to identify people who would benefit from our proposal and support them to take part in this project. We have also met with Cornwall Voluntary Sector Forum Housing Alliance and have gained their backing in submitting this proposal. The alliance members, which include housing providers such as Coastline and St Petroc's, have agreed to support our proposal and will support to identify eligible participants at the point of referral. We will have ongoing attendance at this alliance to maintain and develop links with these stakeholders. We have a clear plan of how we will deliver the project to best benefit all stakeholders. Please see the project plan below...



We will develop a simple referral process which will link people directly into one of our advisors who will take a 'walking alongside' approach to building a relationship and identifying the needs of the service user. This will take the form of a strengths-based approach where we look positively at people's achievements and future aspirations and identify goals and actions which celebrate this.

Both Pentreath and TWCC have many years' experience of delivering services to those in this target group and have associated existing relationships with emergency and temporary supported accommodation providers, the rough sleeping team and other stakeholders. Pentreath is currently delivering the Nextsteps project and TWCC runs Krefta Kernow (Strength Cornwall) and the Housing Support Grant Rough Sleeper outreach project. These provisions are delivered with an outreach approach to men and women in various locations.

We will use a collaborative approach with the Rough Sleeper teams and other Partners in the delivery of this project. Our track record demonstrates a history of close collaboration, particularly within the framework of the TWCC initiatives and Nextsteps provision. Through these projects, we have fostered positive relationships with Rough Sleeper teams, HVLS and housing partners within the council. We will continue to engage in open communication, to ensure that participants have their needs and risks understood and communicated, ensuring goals and actions are shared and mutually supported. Collaborative working is embedded across our provision, we will continue this with all stakeholders and seek to attend MDT's including the rough sleeping team and HVLS to ensure joined up working and also establish lead contacts and an escalation process within the project.

Pentreath and TWCC will deliver a Trauma Informed Approach by working in line with our existing approaches to providing support to service users. TWCC already hold the L1 Trauma Informed and Pentreath are currently establishing a policy and mission statement around this although it is already embedded via training from our in-house staff trainer. She also attends the Trauma Informed Network Cornwall (TINC) meetings run by Safer Stronger, aimed at implementing and updating practice.

Our project paperwork will follow a trauma informed approach in order to identify potential previous traumatic events, in a safe way, which will help inform delivery and identify the need to spot purchase interventions and support. This will support participants to begin identifying and processing traumatic memories and inform spot purchased therapeutic interventions.

Traumatic memories are very often stored in the body and through TWCC's vetted and qualified practitioners, women will be able to access specialist provision via bodywork activities on a one-to-one or group basis such as massage, yoga, sound therapy, meditation.

All project participants will receive a bespoke and dynamic package of support which may include providing simple information on the impact of trauma to help them understand and reflect on their behaviour, to several months support creating safe spaces for them to disclose what happened to them and begin their healing journey. This will help people to understand that their situation is not their fault and support them to move past their feelings of shame and guilt will positively impact their sense of self and self-esteem.

Advisors are trained to be alert to triggers and assess emotional safety to avoid re-traumatisation. They will use a gentle but persistent assertive outreach approach to engage participants especially those who find it difficult to attend planned appointments and often struggle to access services as a result.

In the first instance, we will support participants to improve self-esteem as well as other personal skills by using the project advisors to build relationships before identifying spot purchase provision and supporting them to engage with this. Our strengths-based approach will focus on the positives, helping them to see a pathway forward to a better future. We will also encourage participants to enrol with Recovery College Cornwall where they will be able to access specialist mental and emotional wellbeing courses which will enable participants to build their personal skills.

An end of project report – We have robust reporting procedures already in place and regularly produce reports and data for all of our contracts, some of which are with Cornwall Council. We also employ a Fundraising and Evaluation Manager and a Compliance Manager who oversee these areas and ensure that we are able to report on what is stipulated in the contract spec. See question 4 for full breakdown.

1490 inc diagram

<p>Question 2.</p> <p>Scope of service</p> <p>Please describe how you will deliver a trauma informed service to a number of clients who have complex and multiple needs</p> <p>(Maximum 800 words – words in excess of the word count limit will not be evaluated)</p>	<p>Quality Weighting</p> <p>15%</p>	<p>Your response could include but not limited to the following:</p> <ul style="list-style-type: none"> ✓ How you will ensure a trauma informed and strengths-based service to those with multiple and complex needs ✓ The range of client needs you will support ✓ How you will be able to flex and adapt to meet presenting needs ✓ How you will support at least 100 clients over the course of the contract ✓ How you will work with those who may still be drinking alcohol and using drugs and whom other therapeutic services will not engage
<p style="text-align: center;">Service Provider Response:</p> <p>We naturally deliver services in a trauma informed way to people with multiple and complex needs. This is embedded across all of our services through our strong values, lived experience and our one to one, personalised approach. We have recognised that to be truly trauma informed, it has to be threaded across the organisation as a whole. We are committed to further our trauma informed approach as an organisation in the next 12 months and are developing our vision and mission statement to ensure a trauma informed approach is threaded through every part of Pentreath. L1 Trauma Informed training will be introduced as mandatory to all staff across the organisation. We will work with clients using a strength-based approach and celebrate their dreams and aspirations while identifying their skills and experience along with things they enjoy. We nurture these positives in people’s lives and help them to find more purpose and connection in life.</p> <p>The Women’s Centre Cornwall holds the Silver Trauma Informed Quality Mark which verifies that trauma-informed practice is consistently embedded across the organisation and its services. Specialist Support Workers complete our Level 3 Healing from Abuse qualification ensuring that they have a detailed knowledge of sexual and domestic abuse and its impact and trauma-informed working practices.</p>		

We will achieve 100 starts by supporting staff to be effective and focused in their delivery and by having monthly contract review meetings between Pentreath and TWCC. We will aim to start 8 new participants per month across the county, and by working with stakeholders, will support males and females from a range of backgrounds. Each advisor will have their own engagement targets to achieve. We will incorporate demographics into our project reporting to evidence inclusive engagement.

Pentreath delivers its service via 1:1 outreach in the local community which enables us to be flexible and adaptable. Coincidentally, these are also 2 of our organisational values. Each person meets with an advisor who supports the person to identify their needs through various wellbeing assessments, action plans and practical, 'walking alongside' support. This place based, community focussed approach allows us to flex and adapt to different presenting needs. The advisor will have access to a pot of funding allocated to each individual to spot purchase tailored support for their participants.

Both Pentreath and the Women's Centre Cornwall pride ourselves on meeting clients where they are in their journey, respecting their autonomy and right to engage in risk taking behaviours. We will ensure staff are trained in understanding reasons for drug and alcohol use, addiction and support services available to people who may still be under the influence of alcohol or drugs. We will also provide information on how and when you can work with someone who is under the influence and when it isn't possible for the person to engage.

We will use the following model –

Engagement - meeting clients where they are in their journey and respecting their autonomy, ensuring staff understand drug and alcohol use, able to quickly assess if the person can engage or is intoxicated.

Effective communication with Drug and Alcohol services ensuring real-time feedback for clients with a drug and alcohol worker, sharing of risk assessments, communication of new risks identified, collaboration of plans to ensure consistency in approach. For someone not accessing or engaging with drug and alcohol services, consent to refer would be encouraged and joint meetings facilitated to ensure effective handover. Have establish quick links through Tom Webb, Dual Diagnosis System Lead and Coordinator, into drug and alcohol services.

Embrace a **harm reduction approach** for clients still using alcohol and drugs, focusing on minimizing the negative consequences of substance use. This approach acknowledges the reality of ongoing substance use while supporting safer practices.

Acknowledging that building rapport and engagement will take time and it is vital it is non-judgemental.

Brief interventions and motivational techniques can make a meaningful impact. Motivational interviewing techniques may be used to explore and enhance an individual's motivation for change. This collaborative and goal-oriented communication style helps individuals identify and resolve ambivalence about behaviour change.

Strengths base approach focuses on the resilience and capabilities of clients-

By conducting a comprehensive needs assessment for each client **to understand need**, identify/understand the range of their complex needs, including substance use, mental health, housing, and trauma history, again this will need to be completed over several sessions.

Planning through development plans that consider the specific needs and preferences of the client. This involves collaboratively setting goals and milestones to empower them in their recovery journey.

Creating accessible and safe that promote a sense of security and trust. Ensure that the physical environment is welcoming, non-threatening, and conducive to open communication. Also, by establishing a routine Safe Space will allow the client to access support when the time is right for them.

797 words.

<p>Question 3. Please describe how you will meet the outcomes</p> <p>(Maximum 1500 words – words in excess of the word count limit will not be evaluated)</p>	<p>Quality Weighting</p> <p>25%</p>	<p>Your response could include but not limited to the following:</p> <ul style="list-style-type: none"> ○ How you will meet the following outcomes: ○ Improved and more sustainable housing outcomes ○ Reductions in those returning to rough sleeping ○ Improved self-management of health and wellbeing ○ Improved outcomes for individuals across wider health, behaviour and lifestyle domains <p>✓ What tools will you use to measure outcomes</p> <ul style="list-style-type: none"> ○ How you will demonstrate you have been able to meet the identified outcomes and KPIs listed in the specification, ensuring the voice on the service user is heard.
<p>Service Provider Response:</p> <p>We have a robust system in place for collecting information and data to allow us to provide evidence of outcomes on all of our services. Advisors are required to complete Discharge Reports when they have finished supporting someone on their caseload which provides final details of all contacts with clients, the achievements, other services the person is accessing and any outcomes they have achieved. Advisors are also required to complete contact logs and outcome reporting each week in line with NHS MHSDS reporting. This allows us to monitor exactly what happens in each session, what outcomes are achieved each week and also, how these impact on the wellbeing of our clients. Collection of outcome data will include an assessment of the person’s situation when they first start to receive support from an advisor which will include details of the person’s housing situation so we can monitor improvement in this and whether the person secures a tenancy during their support, been referred onto Next Steps for focussed interventions in regard to homelessness and finding sustainable housing/accommodation for their clients. We will also monitor whether a client has been referred onto a vocational focused project to explore education and employment opportunities. Securing or sustaining employment has a huge impact on sustainability of outcomes.</p>		

We measure mental and emotional wellbeing using a suite of measurement scales namely Dialog+, Short-Warwick Edinburgh Mental Wellbeing Scale (SWEMWBS) and Goal Based Outcomes. This collection of wellbeing measures provides us with a firm assessment of an individual's mental health and wellbeing and allows us to establish where the person is in terms of their support and progression needs along with targeting the appropriate support in the areas which are most important to the individual; leading to a more sustainable outcome overall. The wellbeing measures are repeated at regular intervals and an end measurement is taken to establish the level of improvement in wellbeing for individuals and as a service overall. Goal Based Outcomes are reviewed in every session to ensure a constant check on progress being made towards the personal goals and allow tweaks to be made in a timely manner to ensure the best quality of service is offered to clients and strengthens the sustainability of the outcome achieved.

Alongside the measures and outcomes identified above and to improve self-management of health and wellbeing, we will collect data on signposting (referrals) to additional support which the clients are supported to access. This will indicate an improvement in wider health, behaviour and lifestyle choices and we will ensure we monitor initial engagement with these services over one or two sessions to ensure a warm handover for the client and organisation and to monitor the impact of the signposting/referral. Part of the support we offer at Pentreath includes offering focused sessions called 'Progress Measures' to help the individual to learn about mental health, how wellbeing/mental health issues can present for them and supports them to identify and learn tools and techniques to self-manage their own mental health. We will also encourage referral to the Recovery College Cornwall which runs a course in mental health and wellbeing which take place over 3 hour sessions for 6 weeks focussing on aspects such as anxiety, assertiveness, resilience, confidence and self-esteem, self-awareness and motivation, stress reduction and more. The Progress Measures will be measured via weekly contact logs submitted via advisors and the RCC enrolments will be monitored via our central database.

Pentreath and TWCC both have effective measures in place to record and manage data which can be reported on. We will be able to achieve the KPI's as listed in the spec by doing the following, utilising our existing paperwork processes and database...

Numbers of referrals and people supported: Referrals are input onto a central database and advisors are required to indicate on their Contact Logs when a client starts to receive formal support. Contact logs will monitor how often the person is seen, for how long, details regarding the focus of the session. These are completed weekly and continue until a Discharge Report is completed once the advisor has finished working with the client. This allows us to provide data on referrals received, activity during engagement and the number of people supported through this service.

Number of accepted referrals and referral source:

Our referral form asks for details of referral source and we do accept self-referrals which we also monitor. We record on our Discharge Report if someone has been refused a service from us and this only happens in exceptional circumstances with authorisation from a Project Manager.

Number of rejected referrals and reasons for refusals:

We record on our Discharge Report if someone has been refused a service from us and this only happens in exceptional circumstances with authorisation from a Project Manager. We would actively work to find a more appropriate service for a referral if Therapeutic Interventions isn't the right service.

Number of people accessing the service in each Locality Area:

On the referral form, we collect the client's address including street name, town, and post code which allows us to provide data on the number of people accessing the service in each Locality Area.

Number sessions:

Number full days of service delivery in each Locality Resettlement area:

This will be collected and evidenced via the project paperwork

Types of support provided:

Timetable of activities/therapy delivered in each area:

Length of Service delivery:

Number of people supported for up to 6 weeks in each area:

Weekly contact logs (Pentreath Induction outcome) and Discharge report

Number of people supported between 6 and 12 weeks in each area:

Weekly contact logs (Pentreath Induction outcome) and Discharge report

Number of people supported between 12 weeks and 6 months:

Weekly contact logs (Pentreath Induction outcome) and Discharge report

Number of people supported for over 6 months in each area:

Weekly contact logs (Pentreath Induction outcome) and Discharge report

Exits from the Service & outcomes: Weekly Contact logs, wellbeing scales and Discharge Reports

Numbers who are making positive progress on housing pathway and details:

Initial assessment for baseline and Discharge Reports for final result

Number of people who have improved their independent living skills and details:

Signposting outcomes from weekly contact logs and discharge reports.

Number of people who have improved self-management of health & wellbeing and detail:

Enrolments with Recovery College, Progress Measures completed and Wellbeing Scale data.

Number of people who have improved outcomes across wider health, behaviour and lifestyle domains:

Signposting outcomes via weekly outcome forms

End of Project Report – We will produce an end of project report utilising all the data outlined above. Our Compliance Manager and Fundraising and Evaluation Manager will work closely to monitor, analyse and report on both hard and soft outcomes achieved through project specific paperwork, weekly outcome forms and contact logs, contacts sheets and discharge reports. The data will be fed into Pentreath and TWCC databases and can be reported on whenever requested including monthly, quarterly and for the final report. To ensure that contract objectives are met and being worked towards by our advisors, we use a performance section within supervision to discuss delivery numbers and project targets. This is done 4 – 5 weekly and helps ensure that everyone understands and is working towards the overall objectives.

1205 words

Question 4.

Describe how the service will ensure a fair and transparent access process and a continuous flow of exits.

(Maximum 600 words – words in excess of the word count limit will not be evaluated)

Quality Weighting

15%

Your response could include but not limited to the following:

- ✓ The processes used to prioritise access and agree on exits
- ✓ How you will ensure service user needs are met and service users are not exited prematurely
- ✓ What exceptional circumstance might lead you to withdraw support and how you might ensure service users are safeguarded if your service is withdrawn

Service Provider Response:

Pentreath & TWCC will work closely with rougher sleeper teams and supported housing providers across Cornwall to identify participants. Close liaison and open communication between the services throughout is vital to ensure people can be transitioned from their current position onto the project to receive interventions. To achieve this, we would build the foundations by establishing firm links with rough sleeper teams, utilising 3-way meetings initially to establish relationships and build trust.

In the interests of fairness to all we will engage with participants in the order in which they were referred to the project. This is standard practice across all of Pentreath and TWCC's services. We will also utilise a 3 attempts to contact policy. If we have been unable to make contact at the 3rd attempt we would contact the referrer and explain that the potential participant is not responding and that a re referral can be made when the participant feels ready. However, we would adopt flexibility with this to reflect the client group. At the initial meeting we would explain to the participant that we need to maintain regular contact to best benefit them and work towards our agreed goals.

The participant will be central to all stages of the project. This will support engagement and achievement of project outcomes. We always discuss the exit at the initial meeting, setting clear boundaries, explaining that the service is timebound as we work towards the agreed goals and seek to signpost to relevant destinations to support progress. Exits will be agreed with participants and planned for, so that completions and transitions are joined up and clear.

We will work with the participant to complete monthly action plan reviews to track progress and identify any new goals. Action plans are always SMART and participants are encouraged to take ownership of their own journey, with the advisor supporting and guiding alongside. We also dynamically review at each meeting responding to need as it arises. By using open communication and mutual respect through the whole process we will agree exits at the appropriate time once goals have been met. Embedded within delivery will be a 'what happens next' approach so that we always work together with participants to identify the next stage once they have completed this provision. At the point of exit we always ask participants if they would complete an anonymous feedback form to enable us to continuously improve our delivery. This will then be reported upon in our reporting. Finally, we will also provide an 'endings' letter to each participant exiting the service, which summarises all their achievements, and provides them with a detailed list of relevant support and organisational contact details if they need to access support in the future.

We will try our utmost to ensure that people do not exit the service prematurely. However, the main reason for withdrawing support would be if we were unable to establish or maintain contact with a participant despite our best efforts. Despite people's current difficulties, communication channels are imperative to successful provision and if this were not evident they would also not be able to fully engage and benefit from any spot purchased activities. Exiting for this reason would be fair because a participant who is not able to be contacted is potentially taking up a place on a caseload which could otherwise be utilised by a new starter. We would safeguard the client by updating the referrer and ensuring the participant had relevant information for support services.

580 words.

Service Provider Response:

Trauma Informed Therapeutic Support for Rough Sleepers

Total Price Submission: £143,751.33

Using the Cornwall Council TOMs Social Value Calculator

Introduction to the Cornwall Council TOMs Social Value Calculator

The Cornwall Council TOMs Social Value Calculator derives from the National TOMs Social Value Measurement Framework. This calculator is a simplified version of Social Value Portal's online solution, which has wider functionality.

The calculator enables bidding organisations to calculate the total social value derived from delivering various 'measures' which are selected by Sourcing Officers from the Cornwall Council framework. A version of this tool will be completed by bidders and submitted as part of the tender documents for internal evaluation.

The measures will be used to embed social value at procurement and to measure and manage the social value of contracts once awarded. There are two separate calculators for each of these purposes and these are linked together to unlock social value throughout the contract lifecycle. This version includes the procurement calculator functionality only.

This document is to be used by bidders to calculate the value of their proposed commitments and provide descriptions on how they plan to deliver these commitments. These descriptions are to include evidence that will be required for evaluation, measurement and contract management.

This calculator currently includes all Cornwall measures and Sourcing Officers are required to select the measures to be used on each contract. Those chosen should be informed by the Category Plans and reflect specific initiatives that the Council wants to encourage bidders to deliver on the contract. There is not set number of TOMs. However, only having 1 or 2 will distort the evaluation! There should probably be more than 3 and less than 23. What is important is that there is a conversation at the start of the project about what is relevant and what will provide the most opportunity for bidders.

Financial proxies are included in the calculator to monetise each measure. The proxies reflect national average values and in some cases these have been localised to Cornwall's region and

Setting up and using the calculator for procurement – step by step

Please refer to the Calculator_Procurement tab.

Sourcing Officers should customise the TOMs for the contract before they are included in the tender documentation:

1. Customise the set of selected measures from the National TOMs included in this document by hiding the full rows of those not required.
2. Customise the Definitions & Guidance tab by hiding the full rows of guidance not required (so that the list of guidance matches the measure selection)
3. NT1, NT1c, NT18 and NT31 are mandatory TOMs but must be used for information gathering purposes only and not included in the tender evaluation. They are to be set out in the 'information gathering' table on the Calculator_Procurement tab.
4. NT19 is not a mandatory TOM but can be used for information gathering purposes only. You will find this listed in the information gathering table and is to be hidden if not required.
5. Select the relevant 'sector' category from the Contract Sector Category dropdown (cell B9) to apply the correct Cornwall spend proxies
6. Use of the prioritisation column is optional. Please grey out the prioritisation column if you will not be using it for your tender.

N.B. The Sourcing Officer must make sure bidders are aware of the definitions and evidence requirements for each of the selected measures as these are crucial for evaluating the commitments made as well as playing a key role in contract management. All required information is included in the Definitions & Guidance tab.

The bidder will receive a set of TOMs customised for the contract as part of the tender documentation and they will be able to:

1. Review the definitions, units and evidence requirements for each of the measures to make sure they will be able to deliver and evidence social value for future contract management
2. Make commitments against some or all the measures included in the calculator (using column M and column P of the Calculator_Procurement tab).

When the spreadsheet is configured as required Sourcing Officers should password protect the worksheet so that bidders are only able to amend column M of the calculator tab. This will ensure the hidden measures are not accessible.

The 'Protect Workbook' function is found in the 'Review' ribbon of the excel document. Please remember to leave column M on the calculator tab editable by bidders.

Bidder guidance are set out both within this document and in an accompanying higher-level word document. Please hide this tab before releasing this document to bidders.

Double accounting within local information gathering section

When NT1c and NT18 are used together there is some crossover in the social value recorded for each measure. The calculator has been set up to remove any double accounting of these two measures using the formula in cell N59. This formula removes any spend recorded against NT1c from the total if there is spend recorded in NT18 as it assumes that NT18 also includes NT1c spend. Bidders are asked to include their full spend for each measure and not make allowances for any double accounting to avoid social value being deducted twice.

Evaluation

The evaluation will be split in quantitative and qualitative scores.

The quantitative score is generated automatically on the calculator (social value in £ - totalled in cell M5)

The qualitative score is derived from the description of commitments provided by the bidder against each measure.

The full social value section (~10% of the tender) should be split 50/50 into quant and qual scoring. As set out below.

1. Overall SV weighting (15% above threshold)
2. Qualitative/Quantitative weightings



The quantitative score will be calculated using the formula below.

The bidder submitting the highest quantitative Social Value offer will be scored 100% for this section (5% overall). All other bidders will be scored in relation to the highest quantitative Social Value offer as follows:

$$\text{Bidder's total quantitative Social Value offer} / \text{Value of the highest quantitative Social Value offer submitted} \times 100$$

To gain a qualitative score bidders must accompany input target figures with a rationale for how each target will be achieved. This should be provided in the description boxes associated with each measure in the calculator. The bidder should use the description to demonstrate that credible processes are in place to deliver what is being offered. Additional supporting documentation may be provided where necessary to justify the bidder's approach.

A high scoring description should include:

1. Specific and relevant details of the initiatives and how this will be achieved on this contract only
2. A clear explanation of the number provided (including breakdowns), demonstrating a clear understanding of what is required
3. Confirmation of no double counting between any other measures
4. A high level of certainty that the bidder will deliver their Social Value commitments and that they have credible processes in place to deliver what is being offered.

The Descriptions (in column P of the 'Calculator Procurement' tab) will be evaluated using the following score classification:

Score Classification	
5 – Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirements and provides comprehensive and clear details of how social value offers made will be delivered. The response provides a high level of certainty that the bidder will deliver their social value commitments.
4 – Good	Response is relevant and good. The response addresses all requirements and is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. Contains a good level of detail as to social value offers made will be delivered. The response provides confidence that the bidder will deliver their social value commitments.
3 – Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but lacks some details or contains some ambiguity or minor inconsistencies as to how social value offers made will be delivered. The response provides limited confidence that the bidder will deliver their social value commitments.
2 – Poor	Response is partially relevant but generally poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the social value commitments will be delivered or contains major inconsistencies. The response provides some concerns that the bidder will deliver the social value commitment.
1 – Unsatisfactory	Response is unsatisfactory. The response fails to address any of the requirements and does not contain any detail or explanation to demonstrate how the social value offers made will be delivered. Alternatively, the response fails to address all of the requirements. The response provides some concerns that the bidder will deliver the social value commitment.
0 – Unacceptable	No response submitted, or response is entirely irrelevant. The response demonstrates no understanding of Social Value.

The bidder achieving the highest qualitative score (when scores for all descriptions are totalled) will be scored 100% for this section (5% overall). All other bidders will be scored in relation to the highest total qualitative score as follows:

Bidder's total QUANTITATIVE Social Value offer / Value of the highest QUANTITATIVE Social Value offer submitted x 100

Please refer to the Calculator_(Worked Example) tab which provides an exemplar bidder response. The bidder's individual quantitative and qualitative scores have been highlighted in yellow.

Below is an example of how to convert bidder scores into 0-5 rating for recording on the tendering system.

				Divide top score by five to determine scoring criteria. Divide final scores by this number		
				Criteria: 30		
	Quant	Qual		Total		
Bidder 1	130,000	65	10	45.4545	110.455	3.68
Bidder 2	200,000	100	10	45.4545	145.455	4.82
Bidder 3	100,000	50	22	100	150	5.00

The Cornwall Council TOMs 2021: Seven key tips for bidders

All targets included should be annual (relating to one reporting year of the contract) and set to account for typical activity throughout the whole contract duration.

1. Accounting for employment (FTE)

Remember to account for employment correctly

The number of people employed on a contract is measured as full-time annual equivalent (FTE). This allows for comparison of full-time and part-time employees, as well as contract durations of less than one year

We are interested in the local jobs that the contract creates in annualised equivalents. That means:

- Where jobs are "shared" (i.e. not full time on this project), only the fraction relevant to this contract should be shown
- Where jobs are for less than a year, this is counted as a part job. 2 people working for 6 months counts the same as one person working for a year.

Quick conversion reference

Time spent on Project FTE:	
Full time for 1 year	1
6 Months	0.5
3 Months	0.25
1 Month	0.083
1 Week	0.0192

Example 1: If you hire 3 local people to work on an 8-week contract, this equals 0.46 FTE

Example 2: If you hire 1 local person on a 12-month contract, but they will dedicate only half of their time to THIS contract, this equals 0.5 FTE

When you input 1 **people FTE** against NT1, this counts for **1 reporting year**.

2. Double Counting

Don't Double Count – general rule of thumb

What is Double Counting?

Double counting is when you count the same target/deliverable under two or more measures.

If you count local employees under NT1c (local supply chain employees), you cannot also count the cost of hiring these employees in NT18 (your local supply chain spend). The calculator has been developed to remove this double-accounting from the total local economic value (cell N59) so please include your totals for both measures.

3. Additionality

Don't include 'core contract' work

Services or actions that the bidder is required to provide as part of the core contract requirements cannot also be counted as social value.

Example: if the contract is about supporting people back to work you cannot claim social value for getting people back to work as that is part of the requirements of the core contract.

Social value is about '**additionality**' i.e. what will you provide over and above the core contract.

4. Proportionality & Attribution

Remember 'proportionality'

The proposal must relate directly to the contract in question and should be proportional to the overall contract value (for example, social value bids that are in excess of 100% of the contract price may not be deliverable).

The proposal must relate directly to the initial term of the contract in question (not including any potential extensions) unless stated otherwise.

If you are only responsible for a proportion of an initiative, only claim what you are directly responsible for:

- If the Social Value programme goes wider than the contract, **attribute** the relevant proportion of the wider programme, based on the size of the contract relative to the overall coverage of the programme.

- » For instance, a contract might represent 10% of a business' total turnover in a region. If a social value programme spans that region, it would be reasonable to attribute 10% of the programme to this contract.

- When reporting on social value for a contract with multiple participants or a joint venture and the participants are reporting their own social value delivered, they should only take credit for social value delivered that is proportionate to their participation.

- » For instance, in an equal three-way joint venture, the participants should each take credit for a third of social value delivered under the contract.

The essential principle remains the same – social value reported must be relevant, specific and proportionate to the underlying business activity that is taking place.

5. Definition of local

Keep in mind the definition of 'local'

Local Authority boundary - Cornwall & Isles of Scilly unless otherwise stated

6. Units

Double-check the unit for the measure

- Each measure has a corresponding unit and associated proxy value
- Some measures may have units you may not expect.

Example: Support to equality, diversity and inclusion training is measured in no. of hours (session) * no. of attendees (your audience).

- Staff time should be valued using the **proxy values**, ie the proxy values for volunteering or expert time.

7. Evidence

Add descriptions, breakdowns and evidence to explain your targets (in Description of commitments section in Calculator_Procurement tab)

Remember the supporting information is an important contributor to your qualitative submission.

Descriptions

- Include the details of who you will be working with or how you will offer support

Breakdowns

- Provide a breakdown of the number you input in the calculator

Example: NT21 – Equality, diversity and inclusion training provided both for staff and supply chain staff – the Unit is No. of hours * No. of attendees and so we would want to see something like: 20 hours – one session of 2 hours attended by 10 people

Evidence

- We would expect to see evidence against every Measure. This allows us to sense check and keep track. Please check the evidence requirements for each measure in the TOMS Definitions & Guidance tab.

- ✓ All targets need to be delivered as part of that project only
- ✓ Only submit a target that you can realistically deliver on that project only
- ✓ Keep in mind the contract value and duration whilst submitting your targets
- ✓ Always ensure all commitments are adequately evidenced

The Council Council TOMs 2021: Social Value Calculator for Procurement October 2023 Update

CONTRACT SUMMARY PLEASE FILL IN AS RELEVANT

Contract owner:
Corwall Council
Location: Station
Contract length:
7 year and 7 month
Contract value:
5146,061.00
Respondent/Builder:
[Building organisation]
Contract sector:
Other personal services
Category:
(Select from dropdown)

NT1, NT1c, NT18 and NT31 are mandatory for all new procurements and must be included in TABLE 2: LOCAL INFORMATION GATHERING. These measures are to be used for information gathering purposes only and are not included in tender evaluation. NT19 is not mandatory but must be used for information gathering purposes only if included.

PLEASE NOTE

TABLE 1: EVALUATION

THEME	OUTCOMES	NT Ref	2022 Weighting Y/N	NT Ref	2022 Weighting Y/N	MEASURES	SELECTED UNITS	SOCIAL VALUE PROXY	PRIORITISATION (optional)	Per unit value contribution PROCUREMENT	QUANTITATIVE SCORE	TARGETS	SUMMARY VALUE PRODUCE WHAT
Social, Healthier, Safer and more Resilient Communities	Creating a healthier community	NT26				Individuals visited or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs etc.) or walking schemes in the community, including physical activities for adults and children.	£ invested including staff time	See Definitions & Guidance tab for proxy rationale. Will be applied.	Weighting based on local or contract priority or chosen prioritisation by Level	£1.00	£2,573.38	Targets should be set to meet the Unit's column. Targets should be set to meet for double counting. Measure for double counting.	£6,143.38
Social-Healthier, Safer and more Resilient Communities	Vulnerable people are helped to live independently	NT27				Individuals to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. befriending schemes, digital inclusion clubs).	£ invested including staff time	See Definitions & Guidance tab for proxy rationale. Will be applied.	Weighting based on local or contract priority or chosen prioritisation by Level	£1.00	£2,370.38	Targets should be set to meet the Unit's column. Targets should be set to meet for double counting. Measure for double counting.	£6,143.38

QUANTITATIVE EVALUATION SUMMARY

Total available value: £6,143.38

Total social value calculated for tender comparison only

LOCAL INFORMATION SUMMARY

Total local economic value: £66,458.38

Total input for NT1c and NT18 will have crossover by their nature - to avoid double-counting in the total value and following the logic set out above, only the values input against NT18 will be counted here. Please include the full totals for each measure. Data for the measure will be used separately for information gathering purposes. Please see Definitions & Guidance tab and Public Guidance tab for further information.

LOCAL INFORMATION SUMMARY

Includes local jobs and economic value of bound with local supply

MEASURE	VALUE
NT1c	£21,654.58
NT18	£29,776.38
Total	£41,431

QUANTITATIVE EVALUATION SUMMARY

Total available value: 0

LOCAL INFORMATION SUMMARY

Total local economic value: 0

LOCAL INFORMATION SUMMARY

Includes local jobs and economic value of bound with local supply

MEASURE	VALUE
NT1c	£21,654.58
NT18	£29,776.38
Total	£41,431

TABLE 2: INFORMATION GATHERING

THEME	OUTCOMES	NT Ref	2022 Weighting Y/N	NT Ref	2022 Weighting Y/N	MEASURES	SELECTED UNITS	SOCIAL VALUE PROXY
Jobs, Promote Local Skills and Employment	More local people in employment	NT1				No. of full time equivalent direct local employees (FTE) hired or retained for the duration of the contract.	No. people FTE	See Definitions & Guidance tab for proxy rationale. Will be applied.
	More local people in employment	NT1c				No. of local people (FTE) on contract for one year or the whole duration of the contract, weighted as a result of your procurement requirements.	No. people FTE	See Definitions & Guidance tab for proxy rationale. Will be applied.
	More opportunities for local businesses and VCSEs	NT18				Total amount (£) spent in local supply chain through the contract.	£	See Definitions & Guidance tab for proxy rationale. Will be applied.

QUANTITATIVE EVALUATION SUMMARY

Total available value: 0

LOCAL INFORMATION SUMMARY

Total local economic value: 0

LOCAL INFORMATION SUMMARY

Includes local jobs and economic value of bound with local supply

MEASURE	VALUE
NT1	£21,654.58
NT1c	£29,776.38
Total	£41,431

More opportunities for local MSMEs and VCSEs

Environment:
Decarbonising and Safeguarding our World

Income	Wealth	Total amount (£) spent through contract with local micro, small and medium enterprises (MSMEs)	£	03.12
Income	Growth in GPs Growth in SMEs Growth in VCSEs	Savings in CO2 emissions on contract achieved through de-carbonisation (ie a reduction of the carbon intensity of products and operations, which helps them to be achieved) against a specific benchmark	Tonnes CO2e	(3144.83)

£1,866.50	£215.85
17.8	6,318.89

17.8 - The current number of the addresses that have been visited by the team during the year is 17.8. The current number of the addresses that have been visited by the team during the year is 17.8. The current number of the addresses that have been visited by the team during the year is 17.8. The current number of the addresses that have been visited by the team during the year is 17.8.

The Cornwall Council TOMS 2021: Social Value Calculator for Procurement

Category	Value
Corporate Social Responsibility	£15,000.00
Community Development	£15,000.00
Environment	£15,000.00
Employment	£15,000.00
Equality	£15,000.00
Health and Wellbeing	£15,000.00
Skills and Training	£15,000.00
Social Inclusion	£15,000.00
Social Mobility	£15,000.00
Social Value	£15,000.00
Social Wellbeing	£15,000.00
Sustainable Procurement	£15,000.00
Total	£150,000.00

MT1, MT10 and MT11 are mandatory for all new procurements and must be included in **TABLE 2: SOCIAL ORGANISATION OUTCOMES**. These outcomes are to be used for retrospective gathering purposes only and are not included in tender documents.

TABLE 2: SOCIAL ORGANISATION OUTCOMES

THEME	OUTCOMES	MT	Outcomes Measured	MEASUREMENT	SELECTED UNITS	SOCIAL VALUE PRIO	SOCIAL VALUE PROSPECTIVE
Health, Wellbeing, Skills and Training	Health, Wellbeing, Skills and Training	MT1	Number of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues	Number of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues
Community Development	Community Development	MT10	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects
Environment	Environment	MT11	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects

Please ensure complete the gathering steps for data monitoring systems, or other set-up required to gather information and understanding on these areas over time. Please refer to the guidance on data monitoring systems and data capture for information gathering purposes.

TABLE 3: INFORMATIONAL OUTCOMES

THEME	OUTCOMES	MT	Outcomes Measured	MEASUREMENT	SELECTED UNITS	SOCIAL VALUE PRIO	SOCIAL VALUE PROSPECTIVE
Corporate Social Responsibility	Corporate Social Responsibility	MT1	Number of CSR projects	Number of CSR projects	Number of CSR projects	Number of CSR projects	Number of CSR projects
Community Development	Community Development	MT10	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects
Environment	Environment	MT11	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects

Category	Value
Corporate Social Responsibility	£15,000.00
Community Development	£15,000.00
Environment	£15,000.00
Employment	£15,000.00
Equality	£15,000.00
Health and Wellbeing	£15,000.00
Skills and Training	£15,000.00
Social Inclusion	£15,000.00
Social Mobility	£15,000.00
Social Value	£15,000.00
Social Wellbeing	£15,000.00
Sustainable Procurement	£15,000.00
Total	£150,000.00

TABLE 4: SOCIAL ORGANISATION OUTCOMES

THEME	OUTCOMES	MT	Outcomes Measured	MEASUREMENT	SELECTED UNITS	SOCIAL VALUE PRIO	SOCIAL VALUE PROSPECTIVE
Health, Wellbeing, Skills and Training	Health, Wellbeing, Skills and Training	MT1	Number of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues	Number of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues	Percentage of employees with health and wellbeing issues
Community Development	Community Development	MT10	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects
Environment	Environment	MT11	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects

Please ensure complete the gathering steps for data monitoring systems, or other set-up required to gather information and understanding on these areas over time. Please refer to the guidance on data monitoring systems and data capture for information gathering purposes.

TABLE 5: INFORMATIONAL OUTCOMES

THEME	OUTCOMES	MT	Outcomes Measured	MEASUREMENT	SELECTED UNITS	SOCIAL VALUE PRIO	SOCIAL VALUE PROSPECTIVE
Corporate Social Responsibility	Corporate Social Responsibility	MT1	Number of CSR projects	Number of CSR projects	Number of CSR projects	Number of CSR projects	Number of CSR projects
Community Development	Community Development	MT10	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects	Number of community development projects
Environment	Environment	MT11	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects	Number of environmental projects

Code	Category	Indicator	Unit	Target	Baseline	Notes
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