

**TORBAY COUNCIL**

**Part 2 Specification**

**Contract Reference**

**TCOS4320**

**Contract Title**

**Floating Support for People who have  
been Rough Sleeping**

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# 1. Overall Scope and Nature of the Requirement

- 1.1 The Council has been successful in its bid to the Next Steps Accommodation programme (NSAP) from the Ministry of Housing, Communities & Local Government (MHCLG). This funding will enable the Council to purchase and refurbish 15 units of accommodation to provide 'move on' accommodation from temporary accommodation and the hostel, for people aged 18 or over who have been street homeless or threatened with street homelessness.
- 1.2 The purchase and refurbishment of the 15 funded units is being undertaken by Tor Vista Homes Limited. The 15 units of accommodation will be dispersed across Torbay, with at least 1 unit likely to be located in Brixham. The NSAP funding also covers support for the 15 individuals housed in these units. This tender process relates to the support element only.
- 1.3 The Council wishes to procure floating/visiting support for 15 individuals who have been street homeless or threatened with street homelessness and have now been accommodated in the 'move on' accommodation.
- 1.4 The initial funding for support to the people housed in the 15 units of accommodation runs until 31<sup>st</sup> March 2024.
- 1.5 It is possible that there will be further funding offered by MHCLG to develop additional units of accommodation, and associated support. Torbay Council will apply for further funding if it becomes available. It is therefore possible that this Contract may be varied within its life to include support to additional people in additional units of accommodation.
- 1.6 It is possible that the Next Steps accommodation programme funding may be extended. If this were the case, Torbay Council will apply for extended funding. It is therefore possible that the contract may be extended if further funding were available.
- 1.7 There is a recognition that due to the Covid-19 pandemic, support will need to be tailored to circumstances. During the pandemic, support may need to be delivered in a socially distanced manner outside, in public places or cafes, or over the telephone and online, dependent on the level of restrictions specified by Government. Support will be delivered face to face wherever practicable and the provider will communicate with the Council to discuss and update ways of working dependent on Covid-19 guidelines provided by Public Health England, and Public Health Torbay.

## 2. Minimum Requirements

This section sets out the Authority's minimum requirements for this Contract.

### 2.1 **Safeguarding**

- 2.1.1 The Provider will have a robust and up to date Safeguarding Policy in place throughout the term of the Contract.
- 2.1.2 The Provider is expected to provide Staff (to include volunteers, students, trustees and board members) with the appropriate training regarding:
  - (a) Safeguarding adults;
  - (b) Safeguarding children; and
  - (c) Mental capacity.
- 2.1.3 The Provider will work within Torbay's Safeguarding Adult Board guidelines and ensure that all staff have attended training on adult safeguarding and are conversant with and adhere to Torbay's multi-agency safeguarding adults protocols.
- 2.1.4 Any safeguarding or other incidents of significant risk (critical incidents) must be reported to the Council. Incident reports must state what action has and will be taken by the Provider. Please note that the requirement to report these incidents to the Council is in addition to, not a replacement for, the Providers requirement to report incidents to the appropriate individuals or agencies.
- 2.1.5 The Provider must have mechanisms in place and adhered to for ensuring that allegations towards staff pertaining to safeguarding issues are fully investigated.
- 2.1.6 The Provider is responsible for keeping up to date with any reforms to safeguarding legislation and practice.

### 2.2 **Safer Recruitment**

To ensure that the service creates a safe environment, the Provider must:

- (a) Provide at least one member of each interview panel who has undertaken safer recruitment training;
- (b) have effective safer recruitment procedures in place that are regularly reviewed, updated as appropriate and communicated to staff;
- (c) have a code for acceptable behaviour for staff and ensure this is communicated to staff.
- (d) take seriously all concerns that are raised; and
- (e) on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

### 2.3 **Legislation & Statutory Guidance**

The provider will have robust and up-to-date policies and procedures in place to comply with all relevant legislation and statutory guidance in relation to:

- (a) Safeguarding (Children and Adults);
- (b) Health and Safety;
- (c) Information Governance and General Data Protection Regulations;
- (d) Equalities;

- (e) Employment;
- (f) Mental Capacity;
- (g) Safer Recruitment; and
- (h) Lone Working.

## 2.4 **Business Continuity & Exit Strategy**

2.4.1 Within four weeks of the Contract start date, the Provider will supply the Council with the following:

- (a) a Business Continuity Plan; and
- (b) an Exit Strategy.

## 2.5 **Service Start Date**

The Provider will ensure that the following will be in place on the service start date:

- (a) All required staff and a plan to mitigate for delays in recruitment;
- (b) Appropriate and up to date DBS checks for the staff working in the services;
- (c) Risk management and internal governance systems; and
- (d) Operational case management systems with requisite reporting functions.

## 2.6 **Staff Competency & Support**

The Provider will ensure that:

- (a) Staff have an appropriate level of skills and knowledge to provide support to enable people who have experienced homelessness to maintain their accommodation;
- (b) Staff receive regular supervision; and
- (c) There are appropriate mechanisms to effectively communicate policies, procedures and other relevant information to staff.

## 2.7 **Information and data sharing**

The Provider will ensure that:

- (a) They can demonstrate that the processing of personal data and special category data will be processed in accordance with the requirements under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018;
- (b) There are systems in place to meet the legal requirements of the GDPR and Data Protection Act;
- (c) Local arrangements for information sharing with partners must be agreed;
- (d) All staff are appropriately trained in IT systems and receive training in their responsibilities under Data Protection legislation; and
- (e) They can establish secure email functionality.

## 2.8 **Performance information**

2.8.1 This service is funded through MHCLG's Next Steps Accommodation programme and regular performance information will be required for submission to central government.

2.8.2 The Provider will provide relevant performance information to the Council as required by MHCLG, in an accurate and timely manner. Draft Performance Indicators can be found at 4.3.2

## 2.9 **Experience**

The Provider will have experience of delivering support services for people who have slept rough and have had multiple experiences of homelessness.

## 3. Specific Requirements

### 3.1 **Outcomes from the service**

The service will work towards the following outcomes:

- (a) People receiving support from the service maintain their tenancies;
- (b) People who leave the service feel that their circumstances have improved through contact with the service;
- (c) People receiving support feel that they have improved emotional and physical health and wellbeing through contact with the service;
- (d) People have a positive experience of the service, and
- (e) People feel that their opinions and views are heard by the service.

### 3.2 **Support**

3.2.1 Support provided should focus on supporting individuals to maintain their accommodation, and avoid the individual returning to the streets/sofa surfing/other forms of insecure accommodation.

3.2.2 Support may include (but not be limited to)

- (a) Support to manage debts/finances,
- (b) Support to access health services including GP, hospital, mental health services, drug and alcohol treatment etc.
- (c) Support to run a household e.g. setting up and managing utilities etc.
- (d) Support to access activities in the community,
- (e) Support to access training/education/volunteering/employment,
- (f) Support to re-establish/maintain friendships and family relationships, and
- (g) Listening and emotional support.

3.2.3 Support should be provided via a minimum of 2 FTE support workers.

### 3.3 **Flexibility**

3.3.1 Support hours should be used flexibly across the 15 people, recognising that people's needs are variable, and variable over time. However, an average of approximately 4 hours of support (including travel but not including administration) should be allocated to each person per week.

3.3.2 Support should be provided in a flexible manner (i.e. at flexible times across the week and in flexible locations) in negotiation with the person receiving support.

### 3.4 **Staff**

3.4.1 Staff should be experienced (either in a paid work, voluntary or through lived experience) or trained in working with people who have experienced trauma.

3.4.2 All staff must be DBS checked.

3.4.3 Staff must be able to travel efficiently around Torbay to deliver support to people in their home/local area.

3.4.4 Staff must demonstrate unconditional positive regard for people receiving support.

### 3.5 **Staff support**

Staff should:

- 3.5.1 receive an appropriate level of supervision and have access to support.
- 3.5.2 be provided with appropriate training and information to enable them to carry out their job.
- 3.5.3 be provided with all relevant policies and procedures to enable them to carry out their job.
- 3.5.4 be regularly informed of any relevant organisational/national/local information that is relevant to them carrying out their job.

### 3.6 **Provider experience**

- 3.6.1 The provider should have demonstrable experience of supporting people who are experiencing/have experienced homelessness.
- 3.6.2 The provider should have demonstrable experience of supporting people who have experienced trauma.

### 3.7 **Values**

- 3.7.1 The Provider should be working towards embedding trauma informed/strength based ways of working, and embedding unconditional positive regard for people receiving support across the organisation.
- 3.7.2 The Provider should display an understanding of the culture change required to shift to trauma informed/strength based ways of working.
- 3.7.3 The Provider should have a development plan to detail how they are working towards embedding trauma informed/strength based ways of working and embedding unconditional positive regard for people receiving support, across the organisation.

## 4. Contract and Performance Review Requirements

### 4.1 **Implementation**

4.1.1 An implementation plan must be submitted to the Council within 2 weeks of Contract award.

### 4.2 **Contract Review**

4.2.1 Contract review meetings will take place with the Council representative quarterly. The provider should ensure that a local manager, and/or area manager are available to attend quarterly meetings, either in person or virtually.

### 4.3 **Performance Information**

4.3.1 The provider will submit performance information as required by MHCLG in an accurate and timely manner. This information may change over the life of the contract. Performance information for the contract will be discussed and agreed in the implementation phase.

4.3.2 Draft Performance Indicators are listed below:

- (a) Number of people in service at end of the quarter
- (b) Number of people who left the service during the quarter
- (c) Destination of those who left (multiple choice e.g. settled accommodation, rough sleeping etc.)
- (d) Length of stay in accommodation of those who left during the quarter
- (e) Survey of people receiving support to include questions such as:
  - Do you feel that your circumstances have improved through the support you've received?
  - Do you feel that your physical health has improved through the support you've received from the service?
  - Do you feel that your mental health has improved through the support you receive from the service?

## 5. Data Protection, Information Sharing and Information Security

- 5.1 As this Contract requires the provider to process personal data and special category data, they must demonstrate that they comply with the requirements of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
- 5.2 The Provider must have appropriate policies, procedures and measures in place to protect the personal data they process under this Contract and ensure that there are clear procedures for the secure sharing of personal data.

## 6. Health & Safety

### 6.1 Lone Working

The provider will have a policy and procedure in place to cover lone working. This policy and procedure should ensure that there are measures in place to keep staff safe when lone working.

### 6.2 Operating during Covid-19 Pandemic

- 6.2.1 The provider should have a policy and procedure(s) in place in relation to operating during the Covid-19 pandemic. This policy/procedure should include carrying out risk assessments to include working methods, people receiving support, and staff.
- 6.2.2 The policy and procedure(s) should cover how the service will put in place Covid-19 safe working methods and strive to ensure staff are available through social distancing from each other.

## 7. Invoicing

- 7.1 Payments will be made to the successful Provider quarterly in arrears on receipt of an invoice.
- 7.2 Invoices must be sent by email to Heidi McBride (heidi.mcbride@torbay.gov.uk).
- 7.3 The Authority's settlement terms are thirty days from receipt of the invoice.
- 7.4 Disputed parts of invoices will not be paid and a corrected invoice will be requested.
- 7.5 Payment will be by BACS and remittance advices will be transmitted to the Contractor by email or fax if email addresses and/or fax numbers are provided.

## 8. Social Value

### 8.1 **Our Commitment**

The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).

### 8.2 **Our Priorities**

8.2.1 We are seeking submissions that support our local priorities. Torbay Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.

8.2.2 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:

<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

8.2.3 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

### 8.3 **National Themes, Outcomes and Measures (TOMs)**

8.3.1 The National Themes, Outcomes and Measures (TOMs) Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.

8.3.2 To support Applicants in their responses we have aligned the TOMs Framework with the priorities set out in our Community and Corporate plan (See Part 7 Social Value Award). We invite Applicants to submit responses aligned with the National TOMs.

8.3.3 If an Applicant has a Social Value proposal that has not been included as an indicator that you would be able to provide as part of your Social Value delivery then these can be included in your response (please be aware that these will not be subject to any priority weighting).

### 8.4 **Priority Indicators/Weighting**

8.4.1 We have identified a number of indicators that are of higher importance to this project. These indicators will receive an increased weighting in the scoring if submitted (Please see Sections 3.4.4 and 3.4.5 of Part 1 Information for details on scoring for Social Value).

8.4.2 The following areas which relate to the corporate plan have an increased weighting in the quantitative scoring element of the Social Value questions:

<b>Reduce Levels of Deprivation</b>		
<b>TOMs Ref.</b>	<b>TOMs Indicator</b>	<b>Weighted Priority</b>
NT1	More employment opportunities for people who live in the local area	3
NT3	Employment opportunities for people who are long term unemployed	2
NT4	Employment opportunities for young people (18-24) who are not in employment, education or training	2
NT5	Employment opportunities for people who are rehabilitating offenders	3
NT6	Employment opportunities for people with disabilities	2
NT28	Donations or in kind contributions to local community projects (£ and materials)	2
NT29	Volunteering time dedicated to support local community projects	2
NT41	Commitment of employees ensuring that their staff are paid at least the relevant Real Living Wage	2
NT25	Initiatives to be taken to tackle homelessness	5

<b>Reduce reliance on addictive substances</b>		
<b>TOMs Ref.</b>	<b>TOMs Indicator</b>	<b>Weighted Priority</b>
NT26	Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs etc.) or wellbeing initiatives in the community, including physical activities for adults and children	5

8.4.3 All other indicators submitted will be scored with no weighting.

8.4.4 There is no minimum or maximum number of Social Value commitments an Applicant may submit. By submitting a Social Value indicator the Applicant is committing to the delivery of this throughout the term of the Agreement will be monitored on against delivery of outcomes as part of routine outcome monitoring.

## 9. Further Services Offered

- 9.1.1 The Applicant(s) will be expected to suggest as part of their response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Council.
- 9.1.2 Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

## 10. Scope and Nature of Possible Modifications or Options

- 10.1 Funding of £210,000 has been secured for an initial period of three years to support 15 individuals housed in the accommodation funded by the Next Steps Accommodation Programme.
- 10.2 Torbay Council will apply for further funding from MHCLG if it becomes available.
- 10.3 If Torbay Council is successful in obtaining further funding to extend the support for an additional period of time, the subsequent Contract may be extended beyond 31<sup>st</sup> March 2024. Extensions are available in 12 month periods up to a maximum of 36 months. The subsequent value of the Contract will be increased in line with the annual value during the initial term.
- 10.4 If Torbay Council is successful in obtaining further funding to increase the number of individuals that can be supported through the development of additional units of accommodation, the Contract may be varied to provide the associated support to people in additional units of accommodation. Extra funding would be applied for at the same level as contained in this tender. The subsequent value of the Contract will be increased in line with the annual value per individual during the initial term.
- 10.5 A lead in time of seven weeks has been included in the procurement timetable to allow time for recruitment and possible notice periods. However the start date of the Contract could be brought forward if the full lead-in time is not required and the provider is able to begin providing the service prior to this date. Payment for any additional period will be in line with the annual value during the initial term.

## 11. Awarding the Contract on Behalf of Other Contracting Authorities

- 11.1 The Authority is not purchasing on behalf of other contracting authorities