

**DATED**

**(1) THE NORTH YORKSHIRE COUNCIL**

**and**

**(2) INSPIRE NORTH**

**AGREEMENT**  
relating to

**the provision of Young People's Pathway**

## CONTENTS

---

### CLAUSES

1	Interpretation.....	8
2	Supply of Services .....	16
3	Due Diligence and Provider's Warranty.....	17
4	Term.....	18
5	Charges, Payment and Recovery of Sums Due.....	18
6	Premises and Equipment.....	20
7	Staff and Key Personnel.....	21
8	Assignment and Sub-contracting.....	25
9	Intellectual Property Rights.....	25
10	Governance, Records and Review.....	26
11	Confidentiality, Transparency and Publicity.....	28
12	Freedom of Information .....	29
13	Data Protection .....	30
14	Liability and Insurance .....	32
15	Business Continuity .....	33
16	Termination.....	33
17	Compliance.....	36
18	Prevention of Fraud and Corruption .....	37
19	Complaints.....	38
20	Dispute Resolution.....	39
21	Best Value and Sustainability .....	39
22	General .....	40
23	Notices .....	41
24	TUPE .....	42
25	Force Majeure.....	46
26	Governing Law and Jurisdiction .....	46
27	Compliance with Counter-Terrorism and Security Act 2015 .....	46

SCHEDULE 1: Service Specific Terms

SCHEDULE 2: Specification

SCHEDULE 3: Charges

SCHEDULE 4: Key Personnel

SCHEDULE 5: Data Processing Schedule

SCHEDULE 6: Provider's Tender Submission

**THIS AGREEMENT** is made on

**BETWEEN**

- (1) **THE NORTH YORKSHIRE COUNCIL** of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD (the “**Council**”); and
- (2) **INSPIRE NORTH** (a registered society under the Co-operative and Community Benefit Societies Act 2014 in England and Wales under registration number **9518**) whose registered office is at 3 Limewood Way, Leeds, West Yorkshire, LS14 1AB (the “**Provider**”).

**BACKGROUND**

- (A) The Council developed a Young People’s Pathway model (“YPP”) called Young People’s Housing Solutions @ The Hub’ in 2011. YPP provides a multi-agency service across the County to young people aged 16-25 years who may be homeless or at risk of homelessness. It is an operational and strategic partnership between statutory and voluntary agencies. In addition, it assists the Council in meeting their statutory obligations to young people who are in or leaving care and meets the statutory duty of housing authorities to those that are statutorily homeless. This ensures they are protected and enabled to lead independent and fulfilling lives through the provision of quality services (“the **Services**”).
- (B) The Provider is a leading provider of the Services.
- (C) The Council has, through a competitive process, selected the Provider to provide the Services and the Provider is willing and able to provide the Services to the Council in accordance with the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1 Interpretation**

1.1 In this Agreement:

- “**Achieved KPIs**” means in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 1);
- “**Agreement**” means the contract between (i) the Council and (ii) the Provider constituted by these terms and conditions, its Schedules and any documents referred to within;
- “**Agreement Manager**” means the person nominated by the Provider in accordance with clause 7.2;
- “**Audit**” means an inspection of the Provider’s records and accounts carried out by the Council, a Relevant Authority or a Regulated Body

	pursuant to clause 10;
<b>“Authorised Officer”</b>	means the person nominated by the Council in accordance with clause 7.1;
<b>“Barred List”</b>	means a list maintained by the Disclosure and Barring Service of individuals who are barred from working with children and/or vulnerable adults;
<b>“Business Continuity Plan”</b>	means the plan detailing the alternative arrangements to be put in place by the Provider to ensure continuity of service delivery in the event of a failure in or disruption to the Services arising as a result of an emergency situation;
<b>“Charges”</b>	means the charges for the Services as specified in Schedule 3;
<b>“Code of Practice for International Recruitment”</b>	means the United Kingdom’s Code of Practice for International Recruitment which can be accessed at <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/672222/code_of_practice_for_the_international_recruitment_of_health_and_social_care_personnel_in_england.pdf">Code of practice for the international recruitment of health and social care personnel in England - GOV.UK (www.gov.uk)</a> .
<b>“Commencement Date”</b>	means 1 February 2026;
<b>“Connected Person”</b>	has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023;
<b>“Confidential Information”</b>	means all information, whether written or oral (however recorded), provided by the disclosing party to the receiving party and which (i) is known by the receiving party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving party to be confidential;
<b>“Controller”</b>	has the meaning given in the Data Protection Legislation;
<b>“Data Processing Schedule”</b>	means Schedule 5 to this Agreement setting out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject;
<b>“Data Protection Impact Assessment”</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

<b>“Data Protection Legislation”</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
<b>“Data-Protection Officer”</b>	has the meaning given in the Data Protection Legislation;
<b>“Data Subject”</b>	has the meaning given in the Data Protection Legislation;
<b>“Data-Subject Access Request”</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>“DBS”</b>	means the Disclosure and Barring Service which has the meaning given to it in the SVGA;
<b>“Domestic Law”</b>	means the law of the United Kingdom or a part of the United Kingdom;
<b>“Debarment List”</b>	means the list of suppliers referred to in section 62 of the Procurement Act 2023;
<b>“DPA 2018”</b>	means the Data Protection Act 2018;
<b>“Employee Liability Information”</b>	means employee liability information as defined in Regulation 11 of TUPE;
<b>“Expiry Date”</b>	means 31 January 2029;
<b>“FOIA ”</b>	means the Freedom of Information Act 2000;
<b>“Information”</b>	has the meaning given under section 84 of the FOIA;
<b>“Initial Period”</b>	means the period commencing for the start of the Mobilisation Period and continuing until 1 August 2026;
<b>“Key Personnel”</b>	means any persons specified as such in Schedule 4 or otherwise notified as such by the Council to the Provider in writing;
<b>“KPIs”</b>	means the key performance indicators for all and each part of the Services as specified in Schedule 1;

<b>“Law”</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, retained EU law within the meaning of section 6(7) of the European Union (Withdrawal) Act 2018, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply and/or that applies to the provision of the Services;
<b>“LGA Overseas Recruitment Bite-Size Guide for Social Care Providers in England”</b>	means the Local Government Association’s overseas recruitment bite-size guide for social care providers in England which can be accessed here <a href="#">Overseas recruitment bite-size guide for social care providers in England   Local Government Association</a> .
<b>“Losses”</b>	means all losses, liabilities, damages, demands, charges, costs, and expenses (including legal and other professional charges and expenses) litigation, settlement, judgement interest and penalties whether arising in contract, tort (including negligence), breach or statutory duty or otherwise and the term “Loss” shall be construed accordingly;
<b>“Lot”</b>	means the lots (as set out in the Specification) which this Agreement relates to;
<b>“Mandatory Policies”</b>	means the Provider’s business policies listed in paragraph 5 of Part A of Schedule 1, as amended by notification to the Council from time to time;
<b>“Mobilisation Period”</b>	means the period commencing on the date of confirmation of award and ending at 23.59 on the day preceding the Commencement Date;
<b>“Mobilisation Tasks”</b>	means those tasks detailed at clause 3.4.1;
<b>“Necessary Consents”</b>	means all approvals, permissions, consents, licences, certificates and authorisations (whether statutory or otherwise) and including any CQC registration consents or other registration consents under any Law which are required for the purposes of carrying out the obligations of the Provider in connection with this Agreement, whether required in order to comply with Law or as a result of the rights of any third party or otherwise;
<b>“Outgoing Provider”</b>	means any agent or contractor or subcontractor appointed by the Council to undertake the provision of works and services similar to the Services immediately prior to the Relevant Service Transfer

Date;

- “Partial Termination”** means the partial termination of this Agreement in accordance with clause 16 by virtue of terminating an individual Lot and ‘Partially Terminate’ shall have the same meaning;
- “Party”** means the Provider or the Council (as appropriate) and **“Parties”** shall mean both of them;
- “Performance Improvement Plan”** means the Provider’s plan (or revised plan) completed in accordance with paragraph 4.4 of Schedule 1 which shall include:
- (a) details of the KPI(s) that have not been met
  - (b) the actual or anticipated effect of not meeting the KPI and
  - (c) the steps that the Provider shall take to meet the Key Performance Indicator and prevent such failure from recurring, including timescales for such steps.
- “Person”** means those individuals identified in the Specification to whom the Services will be delivered on behalf of the Council;
- “Person Records”** means records in whatever form about the delivery of the Services to an individual Person;
- “Personal Data”** has the meaning given in the Data Protection Legislation and where used in this Agreement refers to any such Personal Data processed by the Provider on behalf of the Council under this Agreement;
- “Personal-Data Breach”** has the meaning given in the Data Protection Legislation and where used in this Agreement refers to any such Personal Data processed by the Provider on behalf of the Council under this Agreement;
- “Processor”** has the meaning given in the Data Protection Legislation;
- “Prohibited Act”** means the Provider or any Staff:
- a) directly or indirectly offering, promising or giving any person working for or engaged by the Council a financial or other advantage to:
    - (i) induce that person to perform improperly a relevant function or activity; or
    - (ii) reward that person for improper performance of a relevant function activity;

- b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
- d) defrauding, attempting to defraud or conspiring to defraud the Council;

**“Protective Measures”**

means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it including those outlined in the Data Processing Schedule;

**“Provider Related Party”**

means a Provider’s affiliates, any Subcontractors and agents and its or their directors, officers, employees and workmen in relation to the provision of the Services and **“Provider Related Parties”** shall be interpreted accordingly.

**“Provider’s Tender Submission”**

means the tender submission provided by the Provider to the Council in relation to the Services dated 2 October 2025 a copy of which is at Schedule 6;

**“Purchase Order Number”**

means the Council’s unique number relating to the supply of the Services;

**“Referrals”**

means a referral of a Person by the Council to the Provider in accordance with the Specification;

**“Regulatory Body”**

means those Government departments and regulatory, statutory and other entities, communities, ombudsmen and bodies, which whether under statute, rules, regulations, codes of practice or otherwise are entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Council or the Provider, as applicable, including, for the avoidance

of doubt, Ofsted;

<b>“Relevant Employees”</b>	means those individuals whose contracts of employment transfer with effect from the Commencement Date to the Provider and/or any Subcontractor (as applicable) by virtue of the application of TUPE;
<b>“Relevant Person”</b>	means any employee, agent, servant, or representative of the Council or the Council’s Affiliates.
<b>“Relevant Service Transfer Date”</b>	means the Commencement Date or such other date on which a Relevant Transfer occurs;
<b>“Relevant Transfer”</b>	means a relevant transfer of an undertaking for the purpose of TUPE;
<b>“Request for Information”</b>	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
<b>“Service Credits”</b>	means a sum which the Council is entitled to deduct or invoice for a Service Failure as specified in Schedule 1;
<b>“Service Failure”</b>	means a shortfall or failure by the Provider to deliver any part of the Services in accordance with any Target KPI;
<b>“Services”</b>	means the services to be supplied by the Provider to the Council under this Agreement and in accordance with the Specification and the Provider’s Tender Submission and <b>“Service”</b> shall be construed accordingly;
<b>“Service Specific Terms”</b>	means the terms set out in Schedule 1 relating specifically to the Services to be provided under this Agreement;
<b>“Specification”</b>	means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 2;
<b>“Staff”</b>	means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Contractor of the Provider engaged in the performance of the Provider’s obligations under this Agreement;
<b>“Staff Vetting Procedures”</b>	means vetting procedures that accord with good industry practice or, where requested by the Council, the Council’s procedures for the vetting of personnel as provided to the Provider from time to time;
<b>“Strategies”</b>	means the Council’s strategies set out in the Specification, as amended by the Council by notification from time to time;

<b>“Sub-Contract”</b>	means any contract or agreement (or proposed contract or agreement) between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party;
<b>“Sub-Contractor”</b>	means a person with whom the Provider enters into a Sub-Contract;
<b>“Sub-processor”</b>	means any third party appointed to process Personal Data on behalf of the Provider related to this Agreement;
<b>“SVGA”</b>	means the Safeguarding Vulnerable Groups Act 2006 (as amended);
<b>“Target KPI”</b>	means the minimum level of performance for a KPI which is required by the Council as set out against the relevant KPI in Schedule 1;
<b>“Term”</b>	means the period from the Commencement Date to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of this Agreement;
<b>“Transition Period”</b>	means the period commencing on the date of expiry or termination of this Agreement and continuing for a duration of three (3) months thereafter;
<b>“Transition Plan”</b>	means a plan compiled by the Council for the continued provision of the Services by the Provider in respect of identified Persons during the Transition Period in order to ensure a smooth transition of the Services to an incoming supplier;
<b>“TUPE”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the EC Acquired Rights Directive (Council Directive 2001/23/EC) into English law;
<b>“UK GDPR”</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679) retained by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);
<b>“VAT”</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
<b>“WHO Global Code of Practice on the International Recruitment of</b>	means the World Health Organisation’s Global Code of Practice on the International Recruitment of Health Personnel which can be accessed here <a href="https://www.who.int/publications/i/item/wha68.32">https://www.who.int/publications/i/item/wha68.32</a>

## **Health Personnel”**

**“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 In this Agreement, unless the context otherwise requires:
  - 1.2.1 references to numbered clauses are references to the relevant clause in this Agreement;
  - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  - 1.2.3 the headings to the clauses of this Agreement are for information only and do not affect the interpretation of the Agreement;
  - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
  - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.
- 1.3 If there is any conflict or inconsistency between the provisions in the main body of this Agreement and the Schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
  - 1.3.1 the clauses of this Agreement and Schedule 1 to this Agreement;
  - 1.3.2 Schedules 2 to 5 to this Agreement; and
  - 1.3.3 Schedule 6 to this Agreement.

## **2 Supply of Services**

- 2.1 In consideration of the Council’s agreement to pay the Charges, the Provider shall supply the Services to the Council and to the Health Bodies for the Term subject to and in accordance with the terms and conditions of this Agreement, including any Service Specific Terms.
- 2.2 In supplying the Services, the Provider shall:
  - 2.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council’s instructions;
  - 2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Provider’s industry, profession or trade;
  - 2.2.3 perform the Services in accordance with the Strategies;
  - 2.2.4 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Provider’s obligations are fulfilled in accordance with this Agreement;

- 2.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 2.2.6 comply with all applicable laws, including, as applicable, all standards required by the Safeguarding of Vulnerable Groups Act 2006, the Care Act 2014 and the Children and Families Act 2014;
  - 2.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services; and
  - 2.2.8 ensure that all activities, operations and other things done, all equipment used, and all methods adopted in connection with and for the purposes of performing the Services are sufficient, safe and fit for purpose; and
  - 2.2.9 cooperate with other statutory agencies in the provision of the Services identified for individual Persons.
- 2.3 The Council may by written notice to the Provider at any time request a variation to the scope of the Services including but not limited to a decrease in the scope in accordance with the Procurement Act 2023 and any successor legislation. In the event that the Provider agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Council and the Provider.
- 2.4 The Provider acknowledges that in entering this Agreement no form of exclusivity or volume guarantee has been granted by the Council for Services from the Provider and that the Council is at all times entitled to enter into other agreements and arrangements with other services for the provision of any of all services which are the same as or similar to the Services.
- 2.5 If the Provider does not accept a Referral, the Parties shall follow the escalation procedure set out in the Specification.
- 2.6 Without prejudice to any other right or remedy available to it, the Council shall be entitled to recover from the Provider any additional costs and/or Losses incurred by the Council in procuring replacement Services from an alternative provider where the Provider fails to provide any or all of the Services including, but not limited to, the non-acceptance of Referrals. The Council shall not be able to recover any additional costs and/or Losses under this clause 2.6 where such additional costs and/or Losses were as a result of the Council's default.

### **3 Due Diligence and Provider's Warranty**

- 3.1 The Provider acknowledges and confirms that the Council has delivered or made available to the Provider all of the information and documents that the Provider considers necessary or relevant for the performance of its obligations under this agreement and it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to this clause. Further the Provider has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement and it has entered into this agreement in reliance on its own due diligence.

3.2 The Provider warrants and represents that all information and statements made by the Provider as a part of the procurement process, including without limitation the Provider's Tender Submission or response to any request to participate (if applicable), are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of this Agreement and shall promptly notify the Council in writing if, during the Term:

3.2.1 the Provider, the Provider's Connected Persons or any Sub-Contractor is placed on the Debarment List; and/or

3.2.2 a mandatory exclusion ground or discretionary exclusion ground under the Procurement Act 2023 applies to the Provider, the Provider's Connected Persons or any Sub-Contractor.

3.2.3 there is a change to the Provider's Connected Persons and the new Connected Person is listed on the Debarment List.

#### **4 Term and Mobilisation**

4.1 This Agreement shall take effect on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with this clause 4 or terminated in accordance with the terms and conditions of this Agreement.

4.2 The Council may extend this Agreement for two (2) additional periods of up to twelve (12) months each by giving not less than three (3) months' notice in writing to the Provider prior to the Expiry Date. The terms and conditions of this Agreement shall apply throughout any such extended period. Where the Council extends this Agreement the Expiry Date shall become the date upon which the extension period will expire save where further extended in accordance with this clause 4.2.

4.3 The Provider warrants and agrees that by the Commencement Date it will have undertaken the following Mobilisation Tasks during the Mobilisation Period to enable it to deliver the Services in accordance with this Agreement from and including the Commencement Date:

4.3.1 adopted the Business Continuity Plan; and

4.3.2 such Mobilisation Tasks as are identified in the Specification and/or correspondence from the Council confirming the award of this award to the Provider – details to be confirmed following award.

#### **5 Charges, Payment and Recovery of Sums Due**

5.1 The Charges for the Services shall be as set out in Schedule 3 and shall be the full and exclusive remuneration of the Provider in respect of the supply of the Services. Unless otherwise agreed in writing by the Council, the Charges shall include every cost and expense of the Provider directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate as applicable. The Council shall, following the receipt of a valid VAT invoice, pay to the Provider a sum equal to the VAT chargeable in respect of the Services. The Provider shall indemnify the

Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this agreement.

- 5.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Provider where the invoice is undisputed and where it complies with the standard on electronic invoicing approved and issued by the British Standards Institution from time to time.
- 5.4 The Provider shall invoice the Council as specified in this Agreement. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the name of the invoicing party, the Charges requested, relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period. Non-compliant invoices will be sent back to the Provider which may lead to a delay in payment.
- 5.5 Where the Provider submits an invoice to the Council in accordance with Clause 5.4, the Council shall:
  - 5.5.1 consider and verify the invoice without undue delay;
  - 5.5.2 notify the Provider promptly if it disputes the invoice or does not consider it to be valid within the meaning of Clause 5.6;
  - 5.5.3 where the invoice is valid and to the extent that it is not disputed, pay the Provider any Charges due under the invoice within 30 days of receipt of the invoice by the Council or, if later the due date as stated on the invoice:
- 5.6 For the purposes of Clause 5.5
  - 5.6.1 an invoice is valid if either it is an electronic invoice in the form required by Clause 5.3 or it contains the information required under Clause 5.4;
  - 5.6.2 an invoice from the Provider shall be regarded by the Council as not disputed where the Council fails to verify it without undue delay.
- 5.7 The Council may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.8 If there is a dispute between the Parties as to the amount invoiced, the Council shall pay the undisputed amount. The Provider shall not suspend the supply of the Services unless the Provider is entitled to terminate this Agreement for a failure to pay undisputed sums in accordance with clause 16.8. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 5.9 If a payment of an undisputed amount is not made by the Council by the due date, then the Council shall pay the Provider interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.10 Where the Provider enters into a sub-contract, the Provider shall include in that sub-contract:

5.10.1 provisions having the same effects as Clauses 5.5, 5.4 and 5.6.2 of this Agreement;  
and

5.10.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as Clauses 5.5, 5.4, 5.6.2 and 5.10 of this Agreement.

In this clause 5.10, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.11 If any sum of money is recoverable from or payable by the Provider under the Agreement (including any sum which the Provider is liable to pay to the Council in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Council from any sum then due, or which may come due, to the Provider under the Agreement or under any other agreement or contract with the Council. The Provider shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.
- 5.12 All amounts due under this agreement from the Provider to the Council shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

## **6 Premises and Equipment**

- 6.1 If necessary, the Council shall provide the Provider with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Council’s premises by the Provider or the Staff shall be at the Provider’s risk.
- 6.2 If the Provider supplies all or any of the Services at or from the Council’s premises, on completion of the Services or termination or expiry of this Agreement (whichever is the earlier) the Provider shall vacate the Council’s premises, remove the Provider’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Council’s premises in a clean, safe and tidy condition. The Provider shall be solely responsible for making good any damage to the Council’s premises or any objects contained on the Council’s premises which is caused by the Provider or any Staff, other than fair wear and tear.
- 6.3 If the Provider supplies all or any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Council’s premises the Provider shall, and shall procure that all Staff shall, comply with all the Council’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Provider’s premises, the Provider shall, at its own cost, comply with all security requirements specified by the Council in writing.

- 6.6 Without prejudice to clause 2.2.7, any equipment provided by the Council for the purposes of this Agreement shall remain the property of the Council and shall be used by the Provider and the Staff only for the purpose of carrying out this Agreement. Such equipment shall be returned promptly to the Council on expiry or termination of this Agreement.
- 6.7 The Provider shall reimburse the Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Provider or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Provider or relevant Staff unless the Council is notified otherwise in writing within five (5) Working Days.

## **7 Staff and Key Personnel**

- 7.1 Before the Commencement Date, the Council shall appoint an Authorised Officer who shall:
- 7.1.1 manage the Agreement;
  - 7.1.2 liaise with the Agreement Manager; and
  - 7.1.3 issue instructions to the Provider on any matter relating to this Agreement.
- 7.2 Before the Commencement Date, the Provider shall appoint an Agreement Manager approved by the Council who shall:
- 7.2.1 manage and co-ordinate the Services;
  - 7.2.2 liaise with the Authorised Officer; and
  - 7.2.3 supply information to the Council as required in relation to this Agreement
- 7.3 The Provider shall notify the Authorised Officer in writing of the name, address and contact numbers of the Agreement Manager and any deputy.
- 7.4 Either Party may replace its Authorised Officer or Agreement Manager at any time by giving written notice to the other Party.
- 7.5 Any notice, instruction or other information given to the Authorised Officer or Agreement Manager shall be deemed to have been given to the respective Party.
- 7.6 The Provider shall employ sufficient staff to ensure that the Services are provided in accordance with this Agreement and shall efficiently and competently direct and supervise its employees and agents who are to provide the Services.
- 7.7 The Provider's staff shall be adequately qualified, competent and suitable in all other respects to provide the Services (which shall include any requirements set out in Schedule 2) and shall maintain an up to date (which shall include any particular frequency of check set out at Schedule 2 or otherwise directed by the Council) Enhanced Disclosure and Barring Service check while performing the Services.

7.8 The Provider shall ensure that:

7.8.1 all Employees are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the two DBS "barred lists" for adults and where services are being delivered to children, the DBS "barred list" for children and that such checks are undertaken, as a minimum, every three (3) years; and

7.8.2 ensure that all Employees who have lived and/or worked abroad for a period of three (3) months or more during the last five (5) years and are involved in the delivery of the Services have a valid overseas check conducted in accordance with applicable DBS guidance.

7.9 The Council may require the Provider to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Provider shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Council, or is of a type otherwise advised by the Council (each such conviction a "**Relevant Conviction**"), or is found by the Provider to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

7.10 The Provider shall make referrals to the DBS as and when required by Law and inform the Council of any referrals as soon as possible and in any event within two (2) Working Days of the referral. The Provider shall ensure that all contracts of employment of its Staff allow for the sharing of the information required under this clause 7.10.

7.11 The Provider shall ensure it has systems in place to effectively monitor the work of its Staff and shall provide evidence of such systems to the Council whenever the Council reasonably requests.

7.12 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of this Agreement, it may, by giving written notice to the Provider:

7.12.1 refuse admission to the relevant person(s) to the Council's premises;

7.12.2 direct the Provider to end the involvement in the provision of the Services of the relevant person(s); and/or

7.12.3 require that the Provider replace any person removed under this clause 7 with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered,

and the Provider shall comply with any such notice. The Council shall not be liable either to the Provider or to the staff in question in respect of any cost, expenses, liability, loss or damage (direct or indirect) occasioned by such removal and the Provider shall indemnify the Council in respect of any claim emanating from the member of the Provider's staff who has been removed from providing these Services.

7.13 The Provider shall:

- 7.13.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and legal requirements;
- 7.13.2 if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's premises in connection with this Agreement; and
- 7.13.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council;
- 7.13.4 ensure that a sufficient reserve of Staff are available to provide the Services during Staff holidays or absence through sickness or any other cause;
- 7.13.5 ensure that:
  - 7.13.5.1 all Staff have the right to work in the United Kingdom; and
  - 7.13.5.2 it and all Provider Related Parties have current and valid evidence on file of such right,  
  
and indemnify and keep indemnified the Council against any Losses arising in relation to any breach of the Provider's obligations under this sub-clause;
- 7.13.6 provide a means of identification to all Staff and require all Staff to wear and keep visible such identification at all times whilst providing the Services (and make it available for inspection on request by any officer(s) of the Council who shall similarly disclose their identity);
- 7.13.7 ensure that its Staff perform their duties in as orderly, caring and sensitive a manner as may reasonably be practicable having regard to the nature of the duties being performed by them and shall ensure that its Staff and other staff (as applicable) are aware of and comply with the contents of this Agreement and specific instructions issued to them from time to time by the Council; and
- 7.13.8 shall ensure it has systems in place to effectively monitor the work of its Staff and shall provide evidence of such systems to the Council whenever the Council reasonably requests.

7.14 The Provider shall ensure full compliance with the provisions of the Immigration, Asylum and Nationality Act 2006 or any amendments thereto and any regulations and/or immigration rules and guidelines thereunder in the context of the right of Provider staff to work in the United Kingdom.

7.15 The Provider shall, at all times comply with the Law and all guidance in place from time to time relating to the recruitment of individuals from overseas, including but not limited to:

- 7.15.1 the WHO Global Principles for Ethical International Recruitment;
  - 7.15.2 the LGA Overseas Recruitment Bite-Size Guide for Social Care Providers in England; and
  - 7.15.3 the Code of Practice for the International Recruitment of Health and Social Care Professionals.
- 7.16 The Provider shall provide and shall ensure that its staff wear at all times, when engaged in the provision of the Services on the Council premises such identification as the Council may require.
- 7.17 The Provider shall, subject to the provisions of the Rehabilitation of Offenders Act 1974 (for the purposes of clauses 7.17 and 7.18, the "**Act**") and clause 7.19, carry out a risk assessment before employing or engaging, or continuing to employ and engage, any person in the provision of the Services who has been convicted of a criminal offence.
- 7.18 If the circumstances under which the Services (or any part thereof) are provided are such that the persons described in clause 7.17 are exempt from the provisions of Section 4(2) of the Act, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (for the purposes of this clause the "Order"), then the Provider shall use reasonable endeavours to ensure that all such persons engaged in the provision of the Services shall provide information in accordance with the Act and Order about details of convictions which would otherwise be spent under the provisions of the Act to enable the Provider to carry out a proper risk assessment in this respect.
- 7.19 In so far as permitted by Law, the Provider shall procure that the Council is kept advised at all times of any member of Provider staff who, subsequent to his/her commencement of employment as a member of Provider staff:
- 7.19.1 receives a conviction or community protection notice or criminal behaviour order which become known to the Provider or Subcontractor or whose previous convictions or community protection notice or criminal behaviour order become known to the Provider (or any employee of a Subcontractor involved in the provision of the Services); or
  - 7.19.2 in respect of whom information is referred to the Disclosure and Barring Service; or
  - 7.19.3 who is placed on a Barred List.
- 7.20 Any Key Personnel identified in Schedule 4 shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.21 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Council (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 Assignment and Sub-contracting**

- 8.1 The Provider shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part of this Agreement. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Provider shall be responsible for the acts and omissions of its Sub-Contractors as though those acts and omissions were its own.
- 8.2 For the avoidance of doubt, the Council shall not consent to any proposed Sub-Contract if the Sub-Contractor is on the Debarment List for a mandatory exclusion ground.
- 8.3 Where the Council has consented to the placing of Sub-Contracts, the Provider shall:
- 8.3.1 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
  - 8.3.2 at the request of the Council, send copies of each Sub-Contract, to the Council as soon as is reasonably practicable.
- 8.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Provider provided that such assignment, novation or disposal shall not increase the burden of the Provider's obligations under this Agreement. This includes any such assignment, novation or disposal of rights and obligation to any legal entity with which the Council merges or which is a successor body of the Council by reason of statutory or voluntary reorganisation.

## **9 Intellectual Property Rights**

- 9.1 All intellectual property rights in any materials provided by the Council to the Provider for the purposes of this Agreement shall remain the property of the Council but the Council hereby grants the Provider a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of this Agreement for the sole purpose of enabling the Provider to perform its obligations under this Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Provider pursuant to this Agreement or arising as a result of the provision of the Services shall vest in the Provider. If, and to the extent, that any intellectual property rights in such materials vest in the Council by operation of law, the Council hereby assigns to the Provider by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Provider hereby grants the Council:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to this Agreement and any intellectual property rights arising as a result of the provision

of the Services; and  
9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:

- (a) any intellectual property rights vested in or licensed to the Provider on the date of this Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to this Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Council reasonably requires in order to exercise its rights and take the benefit of this Agreement including the Services provided.

9.4 The Provider shall indemnify, and keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Provider or any Staff.

## **10 Governance, Records and Review**

10.1 The Provider shall:

10.1.1 attend progress meetings with the Council at the frequency and times specified by the Council in Schedule 2 and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Council at the times and in the format specified by the Council in Schedule 2.

10.2 The Council may from time to time review the Services in pursuance of the Council's commitment to continuing service improvement, having regard to a combination of economy, efficiency and effectiveness and the Provider shall participate in and fully co-operate with such reviews and provide such assistance and information including, but not limited to; accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Council in relation to the Services.

10.3 Without prejudice to the Transition Plan, the Provider shall, during the first year of the Term, produce and maintain arrangements which set out the methodology for achieving an orderly transition of the Services from the Provider to the Council or a replacement Provider on the expiry or termination of this Agreement. As a minimum arrangements will include:

10.3.1 a detailed description of how the Services will cease and be transferred to the Council or a replacement Provider;

- 10.3.2 details of the management structure to be employed to effectively transfer the Service;
  - 10.3.3 details of how relevant knowledge will be transferred; and
  - 10.3.4 details of any assets and/or contracts (if any) which may be available for transfer upon transfer or termination.
- 10.4 The Provider shall keep and maintain until six (6) years after the end of this Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Council. The Provider shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with this Agreement.
- 10.5 The Provider shall on reasonable notice and during normal business hours (and shall procure that any Provider Related Party) shall afford each of the Council (or any Relevant Person), the National Audit Office, the Commissioner for Local Administration (Ombudsman) and/or any auditor appointed by a Regulatory Body ("**Auditors**") and their respective representatives (subject to the provisions of the Data Protection Legislation, where applicable) access to the records and accounts referred to in clause 10.4 (including access to any IT systems and devices which store such records and accounts) and/or provide copies of such records and accounts, as may be required and agreed with the Council (or Relevant Person or Auditors) from time to time, in order that the Council (or Relevant Person or Auditors) may carry out an inspection including for the following purposes:
- 10.5.1 to verify the accuracy of fees charged by the Provider under this Agreement and their compliance with the requirements of clause 5 (Payment Terms);
  - 10.5.2 to review the Service Provider's compliance with its security obligations and the Data Protection Legislation;
  - 10.5.3 to review any books of accounts or other financial records kept by the Provider in connection with the provision of the Services; and
  - 10.5.4 to ensure that the Provider is complying with its obligations under this Contract.
- 10.6 The Provider shall provide such records and accounts, including for the avoidance of doubt, electronic records, (together with copies of the Provider's published accounts) on request during the Term and for a period of six (6) years after termination or expiry of this Agreement to the Council (or the Auditors) and/or its internal and external auditors.
- 10.7 The Council shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Provider or delay the provision of or any Services, save insofar as the Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Council.
- 10.8 Subject to the Council's obligations of confidentiality, the Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

10.8.1 all information within the scope of the Audit requested by the Auditors; and

10.8.2 reasonable access to any Provider Related Party.

10.9 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10 (Records and Audit Rights).

## **11 Confidentiality, Transparency and Publicity**

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing party; and

11.1.2 not use or exploit the disclosing party's Confidential Information in any way except for the purposes anticipated under this Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving party is the Provider, to the Staff on a need to know basis to enable performance of the Provider's obligations under this Agreement provided that the Provider shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Provider's confidentiality obligations under this Agreement; and

11.2.6 where the receiving party is the Council:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Council;

(b) on a confidential basis to any company to which the Council transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Council under this clause 11.

- 11.3 Subject to clause 11.4, the Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations 2004 and/or the Procurement Act 2023, the content of this Agreement is not Confidential Information and the Provider hereby gives its consent for the Council to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004 and/or the Procurement Act 2023 redacted) including any changes to this Agreement agreed from time to time. The Council may consult with the Provider to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations 2004 and/or the Procurement Act 2023.
- 11.4 The Council is required to publish this Agreement in accordance with Section 53 of the Procurement Act 2023. Within 10 Working Days of entering into this Agreement the Provider shall provide a copy of this Agreement to the Council with any sensitive commercial information it believes should be redacted in accordance with Section 94 of the Procurement Act 2023 redacted. The Council shall have the final decision in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with Section 94 of the Procurement Act 2023. In the event the Provider fails to provide a redacted copy of the Agreement in accordance with this clause 11.4 the Provider thereby accepts that this Agreement contains no sensitive commercial information for the purpose of Section 94 of the Procurement Act 2023 or Confidential Information. The Council accepts no liability arising from publication of this Agreement pursuant to Section 53 of the Procurement Act 2023.
- 11.5 The Provider shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise this Agreement or any part of this Agreement in any way, except with the prior written consent of the Council.

## **12 Freedom of Information**

- 12.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- 12.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may

reasonably specify) of the Council's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.

12.2 The Provider acknowledges that the Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Provider or the Services (including commercially sensitive information) without consulting or obtaining consent from the Provider. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA and/or the Environmental Information Regulations 2004, take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

12.3 Notwithstanding any other provision in this Agreement, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Provider or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 Data Protection**

13.1 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. The Data Processing Schedule sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

13.3 Without prejudice to the generality of clause 13.1, 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 Provider for the duration and purposes of this Agreement.

13.4 Without prejudice to the generality of clause 13.1, the Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only on the written instructions of the Council (as set out in the Data Processing Schedule), unless the Provider is required by Domestic Law to otherwise process the Personal Data. Where the Provider is relying on Domestic Law as the basis for processing Personal Data, the Provider shall promptly notify the Council of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Provider from so notifying the Council;
- (b) ensure that it has in place appropriate technical and organisational measures, (as defined in the Data Protection Legislation), 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 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 Provider has provided appropriate safeguards in relation to the transfer as determined by the Council;
  - (ii) the Data Subject has enforceable rights and effective remedies;
  - (iii) the Provider 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 Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- (d) notify the Council immediately if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data;
  - (ii) a request to rectify, block or erase any Personal Data;
  - (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) 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) notify the Council immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination or expiry of this Agreement unless required by Domestic Law to store the Personal Data;

- (h) indemnify the Council against any losses, damages, cost or expenses suffered by the Council arising from or in connection with any breach by the Provider of its obligations under this clause 13.

13.5 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Council or its designated auditor and authorised representatives of its data processing activity and premises. The Council shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of the Provider and the Provider shall co-operate and assist the Council (and its representative) with each inspect, test and audit. The Provider shall immediately inform the Council if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.

13.6 Where the Provider intends to engage a Sub-Contractor pursuant to clause 8 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Council in writing of the intended processing by the Sub-Contractor;
- (b) obtain the prior written consent of the Council to the processing;
- (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 13.

13.7 Either Party may, at any time on not less than 30 Working Days' notice to the other Party, revise this clause 13 by replacing it with any applicable Controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

## **14 Liability and Insurance**

14.1 The Provider shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Agreement.

14.2 Subject always to clauses 14.3 and 14.4, the aggregate liability of the Provider under this Agreement shall be as set out in paragraph 1 of Part A of Schedule 1.

14.3 Nothing in this Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Provider's liability under the indemnity in clause 5.2, 7.13.5, 9.4, 13.4, 18.7 and 24 shall be unlimited.

14.5 The Provider agrees to have in place and maintain in force throughout the Term adequate

insurance to cover its liabilities under this Agreement. As a minimum, the Provider shall have in place and maintain the following insurance policies throughout the Term:

14.5.1 employers liability insurance to cover liabilities under this Agreement for at least ten million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements;

14.5.2 public liability insurance to cover liabilities under this Agreement for death, injury and/or third party damage for the sum of ten million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements;

14.5.3 where appropriate Professional Indemnity Insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum of one million pounds (£1,000,000);

14.5.4 cyber insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum for the sum of one million pounds (£1,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences; and

14.5.5 sexual abuse and molestation insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum for the sum of one million pounds (£1,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences.

14.6 The Provider shall provide a copy of the certificates/schedules of such insurance to the Council upon request.

14.7 Subject to clause 14.3, the aggregate liability of the Council under this Agreement, in addition to its obligation to pay the Charges as and when they fall due for payment, shall be as set out in paragraph 3 of Part A of Schedule 1.

## **15 Business Continuity**

The Provider shall have in place and supply to the Council on request a Business Continuity Plan which shall be capable of implementation whenever an emergency situation occurs, including but not limited to: in the case of flooding, power failure, Staff absence due to widespread illness. The Provider shall ensure that relevant Staff are aware of and able to implement the Business Continuity Plan whenever an emergency situation occurs.

## **16 Termination**

16.1 The Council may terminate this Agreement at any time by notice in writing to the Provider to take effect on any date falling at least six (6) months later than the date of service of the relevant notice.

16.2 During the Initial Period, the Council may terminate or Partially Terminate this Agreement by notice in writing to the Provider to take effect on any date falling at least one (1) month later than the date of service of the relevant notice if the Council reasonably considers the Provider is

unable to provide the Services in respect of an individual Lot or a number of Lots.

- 16.3 Without prejudice to any other right or remedy it might have, the Council may terminate this Agreement by written notice to the Provider with immediate effect if the Provider:
- 16.3.1 (without prejudice to clause 16.3.5), is in material breach of any obligation under this Agreement which is not capable of remedy;
  - 16.3.2 repeatedly breaches any of the terms and conditions of this Agreement 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 this Agreement;
  - 16.3.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Provider receiving notice specifying the breach and requiring it to be remedied;
  - 16.3.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.3.5 breaches any of the provisions of clauses 2, 7, 11, 12, 13, 17, 18 or paragraph 5 of Schedule 1;
  - 16.3.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Provider (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 Provider's assets or business, or if the Provider makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.3.6) in consequence of debt in any jurisdiction;
  - 16.3.7 fails to comply with legal obligations in the fields of environmental, social or labour law;  
or
  - 16.3.8 the Provider is unable to procure or renew a Necessary Consent and/or a Necessary Consent is suspended, where such circumstances arise due to a fault, failure, breach and/or negligence of the Provider.
- 16.4 The Provider shall notify the Council as soon as practicable of any change of control as referred to in clause 16.3.4 or any potential such change of control.
- 16.5 Without prejudice to any other right or remedy it might have, the Council may terminate or Partially Terminate this Agreement by written notice to the Provider with immediate effect if:
- 16.5.1 the Provider fails to comply with a Performance Improvement Plan; or
  - 16.5.2 the Authority, acting reasonably, rejects a Performance Improvement Plan in accordance with paragraph 4 of Schedule 1 and the Provider's default is not capable of remedy or, if the Provider's default is capable of remedy, the default is not remedied

within thirty (30) days of the Council's original request under paragraph 4.4 of Schedule 1.

16.6 The Council may give the Provider written notice of its intention to terminate this Agreement if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

16.6.1 set out which termination ground the Council considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Council's reasons for deciding to terminate on this basis;

16.6.2 invite the Provider to make representations to the Council about the existence of the termination ground and the Council's decision to terminate;

16.6.3 specify the means by which, and the time by which, such representations must be made; and

16.6.4 insofar as it states the Council's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Provider may terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

16.7 On expiry of the time for the Provider to make representations under clause 16.6.3, if, after considering any representations, the Council is satisfied that the termination ground applies, it may terminate the agreement with immediate effect by giving final written notice to the Provider.

16.8 The Provider may terminate this Agreement by written notice to the Council if the Council has not paid any undisputed amounts within ninety (90) days of them falling due.

16.9 Termination or expiry of this Agreement (including Partial Termination) 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 clause 16 and clauses 2.2, 2.6, 5.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.4, 11, 12, 13, 14, 16.10, 17.3, 17.5, 18, 20, 22.7, 22.8 and 24 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.10 Upon termination or expiry of this Agreement (including any Partial Termination), the Provider shall:

16.10.1 give all reasonable assistance to the Council and any incoming provider of the Services, including directly working with the incoming provider to support a smooth transition of the Services;

16.10.2 return all requested documents, information and data to the Council as soon as reasonably practicable; and

16.10.3 subject to compliance with clause 13, as directed by the Council transfer to the Council or any incoming provider of the Services or otherwise destroy such Person Records and other records relating to the Services as are held by the Provider. Such transfer

or destruction to take place within such time period as is specified by the Council.

- 16.11 Prior to expiry or termination of this Agreement, the Council may prepare a Transition Plan to support a phased transition of the Services. During the Transition Period, the Provider shall comply with the Transition Plan. Any applicable provisions of this Agreement shall continue to apply in respect of any Services provided in accordance with the Transition Plan during the Transition Period. In the event of any conflict or inconsistency between the Transition Plan and the Provider's methodology compiled in accordance with clause 10.3, the contents of the Transition Plan shall take precedence.
- 16.12 Without prejudice to the Council's other powers under this Agreement, If the Provider commits any breach of this Agreement which is capable of remedy then the Council will be entitled to serve a notice to the Provider stating the nature of the breach and the action required to remedy the breach, including timescales ("**Default Notice**"). Any such timescale shall be reasonable in accordance with the nature of the breach. The Provider will take the action specified in the Default Notice within the timescale set out at its own cost.
- 16.13 Without prejudice to the Council's other powers under this Agreement, if the Provider fails to provide the Services in accordance with this Agreement, the Council may commission and pay another Provider to provide part or all of the Services. Costs incurred in providing part or all of the Services may be deducted from the Provider's payment or shall be recoverable as a debt.
- 16.14 Without prejudice to the Council's rights to terminate this Agreement, if a right to terminate this Agreement arises in accordance with clause 16.3, the Council may suspend the Provider's right to receive payment from the Council by giving notice in writing to the Provider. If the Council provides notice to the Provider in accordance with this clause, the Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Provider by the Council in writing from time to time.

## 17 Compliance

- 17.1 The Provider shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under this Agreement. The Council shall promptly notify the Provider of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Provider in the performance of its obligations under this Agreement.
- 17.2 The Provider shall:
- 17.2.1 comply with all the Council's health and safety measures while on the Council's premises; and
  - 17.2.2 notify the Council immediately in the event of any incident occurring in the performance of its obligations under this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Provider shall:

17.3.1 perform its obligations under this Agreement in accordance with all applicable equality Law and the Council's equality and diversity policy as provided to the Provider from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Provider shall supply the Services in accordance with the Council's environmental policy as provided to the Provider from time to time.

17.5 The Provider shall comply with, and shall ensure that its Staff shall comply with, the provisions of all applicable laws, statutes, regulations from time to time in force (including but not limited to):

17.5.1 the Official Secrets Acts 1911 to 1989;

17.5.2 section 182 of the Finance Act 1989;

17.5.3 the Bribery Act 2010;

17.5.4 the Modern Slavery Act 2015;

17.5.5 the Data Protection Legislation; and

17.5.6 the Mandatory Policies;

17.6 The Council may terminate the Agreement with immediate effect by giving written notice to the Provider if the Provider commits a breach of clause 17.5.1 or 17.5.3.

17.7 The Provider shall ensure that all necessary consents are in place to provide the Services and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

## **18 Prevention of Fraud and Corruption**

18.1 The Provider shall not, and shall procure that any Staff shall not, commit any Prohibited Act.

18.2 The Provider shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement.

18.3 The Provider shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Provider (including its shareholders, members and directors) in connection with this Agreement and shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.4 The Provider warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council (or that an

agreement has been reached to that effect) in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

- 18.5 The Provider shall, if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.
- 18.6 If the Provider or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to this Agreement or any other contract with the Crown (including the Council) the Council may:
- 18.6.1 terminate this Agreement and recover from the Provider the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; or
  - 18.6.2 recover in full from the Provider any other loss sustained by the Council in consequence of any breach of this clause 18.
- 18.7 The Provider shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Council as a result of any breach of this clause 18 by the Provider.

## **19 Complaints**

- 19.1 The Provider shall have in place throughout the Term a complaints procedure which must comply with the requirements of any Regulatory Body to which the Provider is subject including any change in such requirements. Where a complaint is made directly to the Provider, the Provider will follow its own complaints procedure and provide a full response to the complainant. The Provider will supply to the Council, on request, a copy of the investigation report and response to the complainant.
- 19.2 The Provider will keep a record of any complaints in relation to the Services received and the action taken by the Provider to remedy or fully investigate each complaint and supply to the Council, on request, a copy of the investigation report and response to the complainant.
- 19.3 The Provider will co-operate fully with any investigation undertaken by the Council as a result of a complaint (e.g. safeguarding concern or complaint by a relative, resident, staff member or other person) to the Council against the Provider or its staff, agents, contractors, Sub-Contractors and the Provider will ensure that any records requested are made available to the Council, within a reasonable time, to assist with the investigation and staff are made available to speak to representatives of the Council, if required.
- 19.4 If a complaint is made to the Council by a third party relating to the Service, the Local Government Ombudsman has the power to investigate the complaint. The Council requires the Provider to fully co-operate in associated investigation. If the Council is found to be guilty of

maladministration or injustice by the Local Government Ombudsman because of the act or default of the Provider, the Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## **20 Dispute Resolution**

20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

20.2 If the dispute cannot be resolved by the Parties within one (1) month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

20.3 If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one (1) month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **21 Best Value and Sustainability**

21.1 In accordance with Part 1 of the Local Government Act 1999 the Council may from time to time review the provision of the Service in pursuance of Council's wide commitment to continuing service improvement, having regard to a combination of economy, efficiency and effectiveness and the Provider shall:

21.1.1 participate in and fully co-operate with such reviews; and

21.1.2 provide such assistance and information including, but without limitation, accounting and other record books, business plans, quality assurance, service records and service plans as may be reasonably required by the Council in relation to the provision of the Services.

21.2 The Provider shall at all times during the Term use all reasonable endeavours to ensure that the Council receives the benefit of improvements in the available technology and reduced third party costs and charges relevant to the provision of the Services (including, without limitation, endeavouring to source equipment and software from suppliers with competitive rates).

21.3 Where the Provider identifies such a potential benefit, it shall promptly inform the Council and shall advise the Council whether, in the Provider's professional opinion, the implementation of any change necessary to enable the Council to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price). If the Council shall conclude that the implementation of the necessary change is desirable, the Agreement shall be amended accordingly by agreement of the Parties.

21.4 The Provider shall meet such sustainability requirements as set out in the Specification and shall comply with the provisions of any such environmental policy as the Council may have approved relating to the Service.

## 22 General

- 22.1 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 this Agreement, and that this Agreement is executed by its duly authorised representative.
- 22.2 A person who is not a party to this Agreement 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.
- 22.3 This Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.4 This Agreement 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 this Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause 22 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this Agreement 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 Agreement.
- 22.6 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.7 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, 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.
- 22.8 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

## 23 Notices

23.1 The address for notices of the Parties are:

<b>Council</b>	<b>Provider</b>
The North Yorkshire Council	Inspire North
County Hall	3 Limewood Way
Racecourse Lane	Leeds
Northallerton	West Yorkshire
North Yorkshire	LS14 1AB
DL7 8AD	Attention: Kira Moxon-Lumb
Attention: Head of Housing Needs	Email: Kira.lumb@inspirenorth.co.uk
Email: communitydevelopment.contactus@northyorks.gov.uk	

23.2 Any notice given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the person specified in this clause 23 (the identity of such person may be altered by notice in writing) and shall be:

23.2.1 delivered by hand or by pre-paid first-class post or other next Working Day delivery service at the address specified in this clause 23 (as amended); or

23.2.2 sent by email to the address specified in this clause 23 (as amended).

23.3 Any notice shall be deemed to have been received:

23.3.1 if delivered by hand, at the time the notice is left at the proper address;

23.3.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

23.3.3 if sent by email, at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume provided always that Party giving notice has received both a transmission (delivery) receipt and a read receipt. In this clause 23.3.3, working hours means 9.00am to 5.00pm Monday to Friday on a Working Day.

23.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **24 TUPE**

24.1 The Council and the Provider agree that the following events:

24.1.1 the occurrence of the Relevant Service Transfer Date; and

24.1.2 where the identity of a provider (including the Council) of any service which constitutes or which will constitute one of the Services is changed whether in anticipation of changes pursuant to this Agreement or not,

shall constitute a Relevant Transfer and that the contracts of employment (together with any collective agreements) of any Relevant Employees shall have effect (subject to Regulation 4(7) of TUPE) thereafter as if originally made between those employees and the new provider except insofar as such contracts relate to any benefits for old age, invalidity or survivors under any occupational pension scheme (save as required under sections 257 and 258 of the Pensions Act 2004). On the occasion of a Relevant Transfer (save on expiry or termination of this Agreement) the Provider shall procure that the former and any new Subcontractor shall comply with their obligations under TUPE.

### **Compliance by Provider**

24.2 The Provider shall comply and shall procure that each Subcontractor shall comply with its or their obligations under TUPE (including without limitation the obligation under Regulation 13(4) of TUPE) in respect of each Relevant Transfer pursuant to this Agreement and the Provider shall indemnify the Council against any Losses sustained as a result of any breach of this clause 24.2.

### **Emoluments and Outgoings**

24.3 The Provider shall be responsible or shall procure that any relevant Subcontractor is responsible, for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by the Provider or any Subcontractor in connection with the provision of any of the Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Relevant Service Transfer Date up to and until the date of any subsequent Relevant Transfer to a New Provider.

### **Employment Costs**

24.4 The Council will pass to the Provider all information they receive from the Outgoing Provider(s) in relation to each of those employees of the Outgoing Provider(s) (as the case may be) until immediately before the Relevant Transfer Date, who would be Relevant Employees but the Council gives no warranty as to the accuracy or completeness of this information.

24.5 Without prejudice to clause 24.4 the Council will procure if it has the contractual or legal powers to do so and will otherwise use reasonable endeavours to procure that the Outgoing Provider will:

- 24.5.1 provide the Employee Liability Information to the Provider at such time or times as are required by TUPE; and
- 24.5.2 update the Employee Liability Information to take account of any changes as required by TUPE. The Council gives no warranty as to the accuracy or completeness of the Employee Liability Information supplied by the Outgoing Provider.
- 24.6 The Provider will, and will procure that each and every Subcontractor will take all reasonable steps, including co-operation with reasonable requests for information, to ensure that each and every Relevant Transfer pursuant to the Agreement takes place smoothly with the least possible disruption to the Service being provided to the Council under the Agreement and to the employees who transfer.

### **Union Recognition**

- 24.7 The Provider shall procure that, on each occasion on which a Subcontractor is replaced pursuant to this Agreement, in the event that there is a Relevant Transfer, the new Subcontractor shall, in accordance with TUPE, recognise the trade unions representing the employees whose contracts of employment transfer to the new Subcontractor to the same extent as they were recognised before the appointment of the Subcontractor in respect of the provision of the Services.

### **Indemnities**

- 24.8 The Provider shall indemnify and keep indemnified in full, the Council, and at the Council's request each and every new provider who shall provide any service equivalent to any of the Services immediately after expiry or earlier termination (including Partial Termination) of this Agreement (a "**New Provider**") against:
- 24.8.1 all Losses incurred by the Council or any New Provider in connection with, or as a result of, any claim or demand against the Council or any New Provider by (i) any person who is, or has been, employed or engaged by the Provider or any Subcontractor in connection with the provision of any of the Services or (ii) any trade union or staff association or employee representative in respect of such person, in either case where such claim arises as a result of any act, fault or omission of the Provider and/or any Subcontractor after the Relevant Service Transfer Date;
- 24.8.2 all Losses incurred by the Council or any New Provider in connection with or as a result of a breach by the Provider of its obligations under this clause 22; and
- 24.8.3 all Losses incurred by the Council or any New Provider in connection with, or as a result of, any claim by any Relevant Employee, trade union or staff association or employee representative (whether or not recognised by the Provider and/or the relevant Subcontractor in respect of all or any of the Relevant Employees) arising from, or connected with any failure by the Provider and/or any Subcontractor to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulation 13 of TUPE or otherwise and, whether any such claim arises or has its origin before or after the date of the

Relevant Service Transfer Date.

### **Retendering**

- 24.9 The Provider shall (and shall procure that any Subcontractor shall) within the period of twelve (12) months immediately preceding the expiry of this Agreement or following the service of a notice to terminate (including Partially Terminate) this Agreement or as a consequence of the Council notifying the Provider of its intention to retender the Services:
- 24.9.1 on receiving a written request from the Council provide in respect of any person engaged or employed by the Provider or any Subcontractor in the provision of the Services (the “**Assigned Employees**”) full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Assigned Employees who it is expected, if they remain in the employment of the Provider (or of any Subcontractor) until immediately before the date of expiry or termination of this Agreement, would be Returning Employees (the “**Retendering Information**”);
  - 24.9.2 provide the Retendering Information promptly and at no cost to the Council;
  - 24.9.3 notify the Council forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;
  - 24.9.4 be precluded from making any material increase or decrease in the numbers of Assigned Employees other than in the ordinary course of business and with the Council’s prior written consent (such consent not to be unreasonably withheld or delayed);
  - 24.9.5 be precluded from making any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Council’s prior written consent (such consent not to be unreasonably withheld or delayed); and
  - 24.9.6 be precluded from transferring any of the Assigned Employees to another part of its business or moving other employees from elsewhere in its or their business who have not previously been employed or engaged in providing the Services to provide the Services save with the Council’s prior written consent (such consent not to be unreasonably withheld or delayed).
- 24.10 The Provider shall, and shall keep indemnified in full, the Council and at the Council's request any New Provider against all Losses arising from any claim by any party as a result of the Provider (or Subcontractor) failing to provide or promptly to provide the Council and/or any New Provider where requested by the Council with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in, or omission, from the Retendering Information.

## Termination of Contract

- 24.11 On the expiry or earlier termination (including Partial Termination) of this Agreement, the Council and the Provider agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service and/or the Services but the position shall be determined in accordance with the law at the date of expiry or termination as the case may be and this clause 21.11 is without prejudice to such determination.
- 24.12 For the purposes of this clause 24.12 "**Returning Employees**" means those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry or termination of this Agreement whose employment transfers to the Council or a New Provider pursuant to TUPE. Upon expiry or earlier termination of this Agreement for whatever reason (such date being termed the "**Return Date**"), the provisions of this clause 22.12 will apply:
- 24.12.1 the Provider shall, or shall procure that, all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Provider or any Subcontractor who had been engaged in the provision of the Services and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Provider (or Subcontractor) up to the Return Date are satisfied;
- 24.12.2 without prejudice to clause 22.12.1:
- (a) the Provider shall remain (and procure that any Subcontractor shall remain) responsible for all the Provider's (or Subcontractor's) employees (other than the Returning Employees) on or after the date of expiry or termination of this Agreement and shall indemnify the Council and any New Provider against all Losses incurred by the Council or any New Provider resulting from any claim whatsoever, whether arising before on or after the Return Date by or on behalf of any of the Provider's or Subcontractor's employees who do not constitute the Returning Employees;
  - (b) the Provider shall ensure or shall procure that all wages, salaries and other benefits of the Returning Employees (who had been engaged in the provision of the Services) and all PAYE tax deductions and national insurance contributions relating thereto in respect of the employment of the Returning Employees on and after the Return Date are satisfied;
  - (c) the Providers shall remain (and procure that Subcontractors shall remain) (as relevant) responsible for all the Provider's employees (other than the Returning Employees) on or after the time of expiry or termination of this Agreement and shall indemnify the Council and any New Provider against all Losses incurred by the Council or any New Provider resulting from any claim whatsoever whether arising before or on or after the Return Date by or on behalf of any of the Provider's or Subcontractors' employees who do not constitute the Returning Employees;
  - (d) in respect of those employees who constitute Returning Employees, the

Provider shall indemnify the Council and any New Provider against all Losses incurred by the Council or any New Provider resulting from any claim whatsoever by or on behalf of any of the Returning Employees in respect of the period after the Relevant Service Transfer Date but on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by the Provider (or any Subcontractor) to comply with its or their obligations under Regulation 13 of TUPE, save to the extent that any such failure to comply arises as a result of an act or omission of the Council or any New Provider;

(e) the Council shall be entitled to assign the benefit of this indemnity to any New Provider.

24.12.3 The Council shall procure that any New Provider shall indemnify the Provider (for itself and for the benefit of each relevant Subcontractor) in respect of those employees who constitute Returning Employees against all Losses incurred by the Provider or any relevant Subcontractor in connection with or as a result of any failure by any New Provider to comply with its obligations under Regulation 13 of TUPE save to the extent that any such failure arises as a result of any act or omission of the Contractor or any relevant Subcontractor.

## **25 Force Majeure**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the Parties agree that the provisions of paragraph 7 of Part A of Schedule 1 shall apply.

## **26 Governing Law and Jurisdiction**

26.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

26.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

## **27 Compliance with Counter-Terrorism and Security Act 2015**

27.1 The Provider acknowledges that the Council has a duty under the Counter-Terrorism and Security Act 2015 (“**CTSA**”) in the exercise of its functions to have due regard to the need to prevent people from being drawn into terrorism.

27.2 The Provider shall facilitate the Council’s compliance with its duty pursuant to the CTSA and the Provider shall have regard to any statutory guidance issued by the Secretary of State under

section 29 of the CTSA and in particular the Provider shall ensure that the Staff:

- 27.2.1 understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
  - 27.2.2 are aware of extremism and the relationship between extremism and terrorism;
  - 27.2.3 know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it; and
  - 27.2.4 obtain support for people who may be exploited by radicalising influences.
- 27.3 Where the Provider identifies or suspects that someone may be engaged in terrorist related activity, the Provider must refer such person or activity to the police.

**IN WITNESS WHEREOF** this Agreement has been entered into on the date stated at the beginning of it

Signed for and on behalf of  
**THE NORTH YORKSHIRE COUNCIL**  
acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Signed for and on behalf of  
**THE NORTH YORKSHIRE COUNCIL**  
acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Signed for and on behalf of  
**INSPIRE NORTH**  
acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

Signed for and on behalf of  
**INSPIRE NORTH**  
acting by:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

## Schedule 1

### Service Specific Terms

#### 1 Liability

1.1 Subject always to clauses 14.3 and 14.4:

1.1.1 the aggregate liability of the Provider in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of this Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Provider; and

1.1.2 except in the case of claims arising under clauses 9.4 and 18.6, in no event shall the Provider be liable to the Council for any:

1.1.2.1 loss of profits;

1.1.2.2 loss of business;

1.1.2.3 loss of revenue;

1.1.2.4 loss of or damage to goodwill;

1.1.2.5 loss of savings (whether anticipated or otherwise); and/or

1.1.2.6 any indirect, special or consequential loss or damage.

1.2 Subject always to clauses 14.3 and 14.7:

1.2.1 the aggregate liability of the Council in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of this Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 20% of the Charges paid or payable to the Provider; and

1.2.2 in no event shall the Council be liable to the Provider for any:

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of or damage to goodwill;

(e) loss of savings (whether anticipated or otherwise); and/or

(f) any indirect, special or consequential loss or damage.

## 2 Mandatory Policies

2.1 The Provider shall have the following policies in place throughout the Term of this Agreement and shall make a copy available to the Council upon request:

- (i) Anti-Slavery Policy / Slavery and Human Trafficking Statement (for the purposes of Section 54 of the Modern Slavery Act 2015);
- (ii) Anti-Corruption Policy/Statement of Ethics (for the purposes of the Bribery Act 2010);
- (iii) Data Protection Policy;
- (iv) Privacy Policy;
- (v) Safeguarding Policy.

## 3 Force Majeure

In accordance with clause 24.1, if such delay or failure result from events, circumstances or causes beyond the reasonable control of either Party, the Parties agree that the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12 weeks, the Party not affected may terminate this Agreement by giving 28 days' written notice to the affected Party.

## 4 KPIs

4.1 The KPIs set out in the table below shall be used to measure the performance of the Services by the Provider:

KPI No	KPI Description	Method of calculating service delivery/ measurement period	Target KPI
1	Occupancy Rate	Percentage of available accommodation units occupied.	≥ 95%
2	Referral Acceptance Rate	Percentage of referrals from Pathway 1 accepted by the provider.	≥ 98%
3	Move-On Success Rate	Percentage of young people who successfully completed resettlement and are awaiting social housing or have moved into private sector accommodation.	≥ 90%

4	Negative Pathway Exits – Tenancy Failures	Percentage of young people who leave the pathway due to tenancy failure (e.g., but not limited to, eviction, abandonment, or breach of tenancy conditions).	≤ 5%
5	Quarterly Report Submission Timeliness	Percentage of reports submitted within 10 working days of quarter-end.	100%
6	Complaints Resolution Time	Average time to resolve formal complaints.	≤ 10 working days
7	Youth Development Outcome	<p>Proportion of young people demonstrating positive progress through engagement in learning, personal development, and practical experience opportunities.</p> <p>A majority of participants should show meaningful involvement in at least one or more of the following areas:</p> <ul style="list-style-type: none"> <li>• Education, employment, or training</li> <li>• Work-based learning or experience</li> <li>• Completion of their Personal Independent Living Skills Support Plan</li> </ul>	≥ 85%
8	Young Person Satisfaction	Percentage of positive feedback from engagement with young people, e.g. annual surveys, exit interviews, etc.	≥ 85%

- 4.2 The Provider shall provide the Services in such a manner as will ensure that the Achieved KPIs are equal to or higher than the corresponding Target KPI during the Term of this Agreement.
- 4.3 The Provider shall monitor its performance against each Target KPI during the Term and shall send the Council a quarterly report detailing the Achieved KPIs. During the Term, the Council may amend the regularity of such reports.
- 4.4 If the Provider fails to meet a Target KPI in two quarterly periods over a rolling 12 month period, the Council may, without prejudice to any other rights, request that the Provider

provides a Performance Improvement Plan within ten (10) Working Days of such request.

- 4.5 Upon receipt of the Performance Improvement Plan, the Council may, acting reasonably, either accept or reject the Performance Improvement Plan. If the Council rejects the Performance Improvement Plan, the Council must give reasonable grounds for its decision and may request that the Provider provides a revised Performance Improvement Plan within five (5) Working Days.
- 4.6 Once a Performance Improvement Plan has been accepted in accordance with paragraph 4.5, the Provider shall immediately comply with the Performance Improvement Plan at its own cost.
- 4.7 The Council may (in its absolute discretion) review the KPIs during the Mobilisation Period. Any amendments proposed to the KPIs by the Council shall be adopted where they are agreed by the Provider and document in writing.

## 5 Safeguarding

- 5.1 The Provider shall use its best endeavours to ensure that Persons are safeguarded from any form of harm, abuse, neglect or exploitation (whether physical, financial psychological or sexual) through intended or negligent acts or omissions of the Provider and/or its Staff.
- 5.2 On or before the Commencement Date, the Provider shall put or have in place a policy and practice designed to safeguard the wellbeing of a Person (the “**Provider’s Safeguarding Policy**”). The Service Provider’s Safeguarding Policy must:
  - 5.2.1 comply with all Law and guidance relating to the safeguarding of children and/or adults at risk;
  - 5.2.2 comply with all of the Council’s Safeguarding Policies and all multi-agency procedures published by the North Yorkshire Safeguarding Boards as notified to the Provider from time to time and provide an equivalent level of protection as the Council’s Safeguarding Policies;
  - 5.2.3 actively encourage the immediate reporting by Staff of any allegation, suspicion, incident or risk or incident of harm, neglect or abuse (whether physical, financial, psychological or sexual) of any individual affected by the Services, whether the Provider or otherwise, to the appropriate representative of the Council (as notified to the Provider from time to time).
- 5.3 The Provider and all Staff shall comply with the Provider’s Safeguarding Policy at all times.
- 5.4 Where:
  - 5.4.1 allegations of abuse towards any individual affected by the Services, whether the Provider or otherwise, by a person other than the Provider or its Staff are made or

where the Provider or any Provider Related Party suspects abuse is taking place towards an individual; and/or

5.4.2 allegations of abuse towards any individual affected by the Services, whether the Person or otherwise are made against an Staff or where the Provider suspects a member of Staff of being guilty of abusing an individual; and/or

5.4.3 where the Provider believes that an adult with care and support needs or a child is suffering or is likely to suffer significant harm,

the Provider shall:

5.4.4 immediately take all action as necessary to ensure the safety and wellbeing of the Provider, including carrying out a risk assessment and, as applicable and where appropriate, suspending and/or dismissing the relevant Staff member; and

5.4.5 notify the appropriate representative of the Council (as notified to the Provider from time to time) immediately and in any event within one (1) Working Day of the Provider becoming aware of such allegations and/or suspecting abuse is taking place and/or suspecting harm is occurring or likely to occur.

5.5 The Provider shall:

5.5.1 appoint an individual of sufficient seniority to have overall responsibility for and supervision of the implementation and monitoring of the Provider's Safeguarding Policy;

5.5.2 where the Provider is a Regulated Activity Provider (as defined by the SVGA 2006) with ultimate responsibility for the management and control of the Regulated Activity (as defined by the SVGA 2006) provided under this Agreement and for the purposes of the SVGA 2006, the Provider shall:

5.5.2.1 comply with all of its obligations under the SVGA 2006 including without limitation information sharing, Disclosure and Barring Service ("DBS", as defined by the SVGA 2006) referral obligations and checking that a person is subject to monitoring;

5.5.2.2 in accordance with the SVGA 2006, refer information about any person providing the Regulated Activity to the DBS where it removes permission for such person to provide the Services (or would have, if such person had not otherwise ceased to provide the Services) because, in its opinion, such person has harmed or poses a risk of harm to a recipient of the Services;

5.5.3 record, monitor the level and validity, and where necessary update the checks under this paragraph 4.5 for each Staff member;

5.5.4 immediately provide the Council with all information that the Council may reasonably require to enable the Council to verify that the Provider has satisfied its obligations under this paragraph 4 (Safeguarding) and immediately inform the Council if there

is any reason to believe that any are not being complied with in relation to the Services;

- 5.5.5 not employ, use the services of, or otherwise engage any person who is in any way barred from, or whose previous conduct or records indicate that they would not be suitable to carry out the Services or who may otherwise present a risk to a recipient of the Services;
  - 5.5.6 comply with all guidance issued by the DBS as applicable and as amended from time to time;
  - 5.5.7 ensure that appropriate and valid DBS certificates are held at the point of checking references of potential new Employees;
  - 5.5.8 ensure that appropriate and valid DBS certificates are held at the point of appointment of Employees to a new role within its organisation;
  - 5.5.9 ensure that any disclosures of relevant offences within its organisation have been investigated and appropriate action taken;
  - 5.5.10 make referrals to the DBS as and when required by Law; and
  - 5.5.11 provide Staff with regular and appropriate training in relation to the safeguarding of a Person, including Child Sexual Exploitation and Child Criminal Exploitation training;
  - 5.5.12 ensure that all Employees working with or alongside children have regard to the need to safeguard and promote the welfare of children; and
  - 5.5.13 ensure that, in discharging its obligation under paragraph 5.5.12, all Employees working with or alongside children have regard to all relevant Guidance including the Secretary of State's Statutory Guidance on Working Together to Safeguard Children under section 11 of the Children Act 2004 and any further guidance issued by the Secretary of State pursuant to section 11 of the Children Act 2004.
- 5.6 The Provider shall operate a recruitment and ongoing Staff monitoring procedure which implements the Council's safe recruitment and disciplinary standards, complies with Law relating to the safeguarding of children and/or adults with care and support needs and ensures the protection of Person.
- 5.7 The Provider warrants that at all times for the purposes of this Agreement it is appropriately registered in relation to all persons who are or will be employed or engaged by the Provider in the provision of the Services, and that it has no reason to believe that any such person is barred from the provision of the Services in accordance with the provisions of the SVGA 2006 and any regulations made thereunder.

- 5.8 The Provider acknowledges that the Council may, acting in accordance with the SVGA 2006, disclose information in relation to a Staff member where required to do so by the DBS without consultation with the Provider.

## **6 PERSON SATISFACTION SURVEY**

- 6.1 The Provider shall undertake a Person satisfaction survey (each a "**Person Satisfaction Survey**") at such frequencies so that the Provider can accurately establish the level of Person satisfaction and identify any matters which are detrimental to the satisfaction the Person.
- 6.2 Each Person Satisfaction Survey shall be conducted in such a way so as to:
- 6.2.1 assess the level of satisfaction among Persons with the provision of the Services (including the manner in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the supply of those Services;
  - 6.2.2 monitor the performance of the Provider in accordance with the Specification; and
  - 6.2.3 such other assessment as it may deem appropriate for monitoring Person satisfaction.
- 6.3 The Provider shall:
- 6.3.1 report to the Council on the results of each Person Satisfaction Survey; and
  - 6.3.2 implement any improvements to its execution of the Services so that the Services comply with the standards specified in this Agreement and otherwise as it considers prudent, having regard to the results of each Person Satisfaction Survey.
- 6.4 The Council may, at its sole discretion, periodically conduct its own Person Satisfaction Survey and the Provider shall and take such steps as are necessary to facilitate the conduct of such surveys.

## **7 MONITORING BY THE COUNCIL**

- 7.1 Subject to clause 11 and the provisions of the Data Protection Legislation:
- 7.1.1 all monitoring of the Services covered by this Agreement is additional to any requirements. The Council shall have the right to share the findings of its monitoring inspections and any other information it comes into possession of that it considers is pertinent and relevant to know provided that the Council shall provide the Provider on request with copies of such shared information; and
  - 7.1.2 the Council shall have the right to share with any other Relevant Authority or Regulatory Body the finding of its monitoring inspections and any other information it comes into possession of which the Council believes is reasonable for other relevant organisations to know.

## **8 PRINCIPLES AND STANDARDS**

8.1 In providing the Services, the Provider shall comply with the following principles:

- (i) Have a zero tolerance of all forms of abuse
- (ii) Support people with the same respect you would want for yourself or a member of your family
- (iii) Treat each person as an individual by offering a personalised service
- (iv) Enable people to maintain the maximum possible level of independence, choice and control
- (v) Listen and support people to express their needs and wants
- (vi) Respect people's right to privacy
- (vii) Ensure people feel able to complain without fear of retribution
- (viii) Engage with family members and carers as care partners
- (ix) Assist people to maintain confidence and a positive self-esteem
- (x) Act to alleviate people's loneliness and isolation

**Schedule 2**  
**Specification**

# VOLUME 1

## THE SPECIFICATION

101568 – Young People’s Pathway (Pathway 2) – 285-  
NYC-CD

A decorative graphic consisting of several overlapping, thick, curved lines in shades of beige, light green, and light blue, forming a large, abstract shape on the left and a smaller circle on the right.

## **1. INTRODUCTION**

- 1.1. North Yorkshire Council (NYC) developed a Young People's Pathway model (YPP), called 'Young People's Housing Solutions @ The Hub' in 2011. YPP provides a multi-agency service across the County to young people aged 16-25 years who may be homeless or at risk of homelessness. It is an operational and strategic partnership between Children and Families Services and Housing.
- 1.2. The YPP was developed in response to the requirements arising from the 2009 "Southwark Judgement" and the subsequent Department for Children, Schools and Families guidance to Children's Services and Local Housing Authorities (April 2010) which sets out local authorities' duties to secure accommodation and support for homeless 16/17-year-old. It assists the Authority in meeting their statutory obligations to young people who are in or leaving care and meets the prevention and main housing duty of the Authority. This ensures they are protected and enabled to lead independent and fulfilling lives through the provision of quality services.
- 1.3. The partnership approach provides a clear and consistent pathway, regardless of where in the County the young person requests assistance, maximising the effective use of resources, staff skills and expertise to prevent homelessness, the associated negative consequences and provide accommodation options.
- 1.4. The contract will be divided into the below Lots: -
  - Lot 1 – Craven
  - Lot 2 – Hambleton
  - Lot 3 – Harrogate
  - Lot 4 – Richmondshire
  - Lot 5 – Ryedale
  - Lot 6 – Scarborough
  - Lot 7 – Selby

Please see Appendix 9 – Area Map for more details

- 1.5. Providers have the ability to apply for all lots or specific ones to aid delivery and availability of accommodation.
- 1.6. It is important that we have a spread of units across North Yorkshire.

## **2. SERVICE AIMS AND OBJECTIVES**

- 2.1. This Service is for vulnerable young people aged between 18 and 25 years, including care leavers up to their 26th birthday, who may be experiencing difficulties with their housing situation, who are homeless or at risk of becoming homeless and have been assessed as having support needs, both as a result of their age, and a consequence of being unable to live with their own families or extended kin once mediation options have been exhausted in Authorities Young People's Prevention Pathway (Pathway 1). While the primary focus of the pathway is on individuals aged 18 to 25, there may be exceptional cases where the Housing Service is required to accommodate a 16 or 17-year-old. In such instances, providers must be prepared to obtain Ofsted registration to deliver the necessary support.
- 2.2. The aims of this Service are to:
  - Keep young people safe
  - Tackle youth homelessness

- Enable young people to re-engage with their families or kinship or move on to independent living
- Provide support and assist young people to achieve positive outcomes and live independently
- Encourage young people to continue engagement with education, training and employment

### 3. TECHNICAL SPECIFICATION

#### 3.1. The YPP model consists of:

- **Pathway 1 (Inhouse)** which provides general advice, guidance and support in reconnecting young people with their families to enable the young person to stay at home, where safe to do so, or find other accommodation on an emergency basis through Emergency Supported Accommodation.
- **Pathway 2** which provides accommodation with longer-term support for up to 2 years in cases where returning home is not appropriate or possible, which includes support to help young people access education, employment or training, help in developing the skills needed to become more independent and manage a tenancy and assistance with resettlement into suitable accommodation.
- **Pathway 2 – 18+ Safe Stay Emergency Provision (In-house)** is accessed via Emergency Pathway 1, this provides time-limited emergency accommodation for up to 14 nights, extendable to 6 weeks if appropriate. Placements may be in supported lodgings, or any other suitable environment identified by Supported Accommodation, Leaving Care, or Housing Services. Young People may need to leave the accommodation during the day and receive support from wider services. **Extended Supported Lodgings** for 18+ care leavers for up to a maximum of up to 24months.
- **Pathway 2 – 16/17-Year-olds Safe Stay Emergency Provision (In-house)** which provides accommodated in Safe Stay Emergency Supported Accommodation for up to 4 nights, extendable to 7 nights at the discretion of the Registered Service Manager and Head of Placement Support. The provision includes staff-supported accommodation where young people are not required to leave during the day. Extended Supported Lodgings will not be offered. All placements will be in either 24/7 staffed supported accommodation or supported accommodation with floating support.

#### 3.2. Service Accessibility

All young people aged between 18 and 25 years, will be able to access the Service through referrals made to the relevant Authority Housing Options team via Pathway 1, the Young Person's Homeless Prevention team.

Services will be flexible and responsive to young people who may have multiple needs which may include: -

- Substance misuse issues
- Mental health problems
- Chaotic lifestyles, including those displaying anti-social behaviour
- Being at risk of offending and or with a current offending history
- Young people deemed to be vulnerable and at risk

- Young people who are or have been criminally or sexually exploited or abused
- Young people who engage in illegal activity
- Young People who engage in Self harm or suicide Ideation
- Young people with a learning disability
- Former Unaccompanied Asylum-Seeking Children
- Young parents with support needs
- Young people with care experience
- Young people not currently in education/training/employment
- Young People aged 18+ who have physical or mental health needs that may require an element of care but where that care can be accessed on a visiting basis through adult social care and their partners to ensure there is a care plan and risk assessment that support the young person's access to supported accommodation.

### 3.3. **Service Availability**

The Provider shall operate an efficient service, including: -

- Ensuring utilisation levels are high by communicating with Pathway 1 in a timely manner on availability in all void units.
- Turning units around when void to enable the next move in to be facilitated.
- Flexibility on when young people are able to move in, ensuring staff availability to facilitate this.
- Liaise closely with Pathway 1 on 'no shows' where a young person fails to move in, exploring all options to contact the young person to continue to offer the place before Pathway 1 allocates to the next young person in need.
- Flexible in accepting referrals from Pathway 1 and discussing any concerns prior to refusal of a referral.
- Supporting young people out of hours, in emergencies, where required in the move on/resettlement service.
- All allocations will be made via the North Yorkshire Young Peoples Pathway Allocations (NY YPP) weekly allocations meeting.
- Where the provider feels that the risk or support needs of young person is too high, prior to refusal they should request a meeting with housing to establish if collective services can create a combined package of support to make the placement safe and manageable.

### 3.4. **Training**

Staff working within the pathway must receive appropriate training to effectively support the needs of young people in the service. This training should equip staff with the skills necessary to help young people maintain their current accommodation and prepare for independent living. The training should cover a range of topics, including but not limited to, equality and diversity, mental health, domestic abuse, substance awareness, benefits, budgeting, and safeguarding issues such as exploitation and prevent. Additionally, staff should be trained in personal safety and de-escalation techniques to manage challenging situations they may encounter.

### 3.5. **Pathway 2**

The accommodation provision is under a range of agreements: -

- Units are owned by providers who also provide the support element
- Units are leased from landlords (private sector and Registered Providers) by providers who also provide the support element

The supported accommodation is delivered under a property management arrangement that provides a safe and secure environment for young people to develop their independent living skills to enable them to live independently within the community.

### 3.6. **Assessment of Needs and Risk**

All young people entering Pathway 2 will have a Needs and Risk Assessment completed by the Authority through Pathway 1. The assessment documents are passed by the Housing Needs team to the supported accommodation provider, removing the need for the provider to complete, however; the provider is responsible for updating the Risk Assessment periodically while the young person is in their Service.

Supporting documents from social care services will be provided when applicable, in addition to the needs and risk assessment such as child in need plans, pathway plans and adult services assessments.

If the Provider is unable or unwilling to accept a referral for a young person, they must first discuss the matter with the Pathway 1 Team Leader in an effort to reach a resolution. If the referral is still not accepted, the Provider must notify North Yorkshire Council (NYC) in writing within two (2) working days from decision, clearly stating the reasons for non-acceptance. Where there is still no agreement regarding the reasonableness of the refusal, the matter must be escalated to the designated Service Managers from both parties. The Service Managers will review the case collaboratively and aim to reach a resolution within five (5) working days. If the issue remains unresolved, it shall be escalated to the Contract Commissioning Leads for final review and decision. All stages of the escalation process must be fully documented and communicated transparently.

### 3.7. **Managed Accommodation – Including 24 hrs supported accommodation and Supported Accommodation** (both types may include hostels and self-contained units, both in blocks and dispersed)

It is expected that young people requiring 24/7 staffed and, or medium supported accommodation will be supported in these services for 6 to 24 months (total time in Pathway accommodation), to enable them to gain an understanding of all the responsibilities of holding a tenancy, allowing them the opportunity to prove that they can maintain a tenancy before being supported to progress to long term accommodation. The timescale in Pathway 2 supported accommodation can be extended, if requested by the Provider to the YPP Team leader to enable further support work to continue.

If young people are not engaging with the Service and they are not going to be ready for move on this will be highlighted as early as possible within the first 9 months through discussion at the practitioner's meetings and where appropriate raised with Pathway 1 for further planning to commence.

### 3.8. **Move on accommodation**

Preference will be given to providers who can access move on accommodation from pathway 2 accommodation with private providers to enable throughput for Pathway 2 accommodation without the reliance solely on social housing. Or show added value as to how this will be undertaken as part of the resettlement work within pathway 2 accommodation

Whilst Social housing is an option for young people, for many the option will be house sharing in the private rented sector. The Provider will need to reinforce this message throughout a young person's journey through the Pathway as resettlement options are limited and support

them to access private accommodation.

### 3.9. **Accommodation Requirements**

#### **Accommodation for 18 – 25-year-olds**

- All accommodation needs to meet to National Space Standard Sizes (NSSS) [Technical housing standards – nationally described space standard - GOV.UK](#)
- All accommodation needs to be in a state of good repair and free from hazards.
- Access to a Laundry Facilities
- Access to bathing and cooking facilities.
- Preference will be given to accommodation that has access to their own bathing, laundry and cooking facilities

#### **Accommodation for 16/17-year-old (If required)**

- All accommodation must be Ofsted registered and meet the Supported Accommodation Regulations 2023 [The Supported Accommodation \(England\) Regulations 2023](#)  
[Guide to the supported accommodation regulations including quality standards](#)
- All accommodation needs to meet to National Space Standard Sizes (NSSS) [Technical housing standards – nationally described space standard - GOV.UK](#)
- All accommodation needs to be in a state of good repair and free from hazards.
- Access to a Laundry Facilities and Wifi must be included
- Access to their own bathing, laundry and cooking facilities.

## 4. REQUIREMENTS

### **Pathway 2**

#### 4.1. **Supported Accommodation (includes hostels and self-contained units)**

The following table outlines the current individual accommodation units and indicative units needed within each of the locality areas:

#### **Accommodation**

Locality	24/7 staffed accommodation*	Supported accommodation**	Total
Craven	6	6	12
Hambleton	9	6	15
Harrogate	12	35	47
Richmondshire	10	4	14
Ryedale	7	8	15
Scarborough	18	36	54
Selby	8	7	15
Total	70	102	172

\*24/7 staffed accommodation - The level of support will vary in each accommodation unit from: -

- Staff on site 24 hours – controlled entry
- Staff on site 24 hours
- Staff on site during the night and at specific times during the day and evening

\*\*Supported accommodation - The level of support will vary in each accommodation unit from:

-

- Accommodation based
- Floating Support

#### 4.2. **Move On from Pathway 2 Accommodation**

When young people have successfully completed a programme of resettlement within the pathway accommodation, they are placed within the Priority Band of the councils Choice Based Lettings Scheme (CBL), A resettlement report will need to be completed by the provider and signed off by Housing Service.

- For resettlement priority, young people must demonstrate their commitment to:  
Engagement with support plans and on-going assessments
- Engagement with identified service interventions and support programmes including Sustaining Tenancies an Eviction Prevention Policy and Procedure (STEP)
- Engagement with activity and community programmes as agreed in support plans
- Regularly paying their rent/service charge
- Successfully completing their Personal Independent Living Skills Support Plan

The Provider will need to consider the supply of accommodation in this Service as well as the service delivery model. As such, resettlement services are required to be innovative and creative in supporting young people who have reached the end of their journey within the Pathway and are judged to be ready to access independent accommodation.

For example, accommodation could be provided through shared properties - young people will have low support needs, be in education, employment or training and have developed the necessary skills to live independently. Support is provided through light touch visiting support from the provider for up to 6 weeks with access to an out of hours on call service for emergencies only. Bonds, rent in advance and will be available to support moves for young people via the Authorities housing Options Team.

Being able to afford to pay rent and service charges is key to residents being able to sustain their tenancy. Providers will need to support residents make the most of their money, providing help with budgeting & debt management so that residents will be able to have enough money to pay their housing costs. Providers need to understand that affordability checks will need to be completed to ensure we are not restricting the ability to enter employment.

### 5. **CONTRACT MANAGEMENT**

- 5.1. The Provider shall meet with officers of North Yorkshire Council, to consider any issues that arise during implementation of the Service and at least on a quarterly basis to review the performance monitoring information as set out in section 10 Monitoring Requirements. We will also review performance against the requirements of this specification including the Key Performance Indicators (KIP's). It may be necessary therefore from time to time to meet more frequently to consider more urgent issues.
- 5.2. Outcome information will be provided on a quarterly basis by the Provider. This will be reviewed after the first year of the contract. The Provider shall submit data collected electronically, using a standardised format, to the Council within 10 working days after the end of each quarter and provide reports quarterly to Pathway meetings.
- 5.3. The Council reserves the right to change its performance monitoring requirements, in line

with national and local guidance and imperatives. The final format will be subject to negotiation and agreement with the successful Provider during the implementation period of the contract.

- 5.4. In addition to the quarterly monitoring reports the Provider will gain the views of young people and stakeholders about the service by way of an annual questionnaire, 'exit' interviews as appropriate or other innovative methods as agreed with the Council.
- 5.5. The Provider shall ensure collation of data relating to the options accessed including, young people who were unable to access services, in order to identify gaps in service and future commissioning requirements.
- 5.6. The Provider will attend annual Contract review meetings. These meetings will normally be held on Authority premises unless agreed otherwise. No expenses will be payable by the Authority to the Provider for attendance at these meetings.
- 5.7. Both the Authority and the Provider will appoint a manager to oversee this Contract. Both parties will inform each other of the contact details for their Contract Manager.
- 5.8. In the event the Provider is not delivering the service to the specified standards required by the Authority the frequency of the performance review meetings may be increased. Likewise, if the Authority is content with the Provider's performance the review meetings may be reduced.

## **6. ESTIMATED WORK VOLUMES**

During the 2024/25 financial year, 105 young people entered Pathway 2 accommodation—down from 128 the previous year and 135 in 2022/23. As of 31st March, 53 young people remained on the waiting list, in addition to the 105 who had already moved into Pathway 2 accommodation.

Of the 105 young people;

- 31 were Care Leavers between 18 and 23 years old
- 37 were aged 16 & 17
- 60 were aged 18 to 21
- 9 were aged 22 to 25

## **7. SOCIAL VALUE**

- 7.1. The Authority is committed to delivery of social value through our supply chains including:
  - Creating opportunities for quality employment and skills development.
  - Improving innovation, supply chain resilience and security of supply.
  - Tackling climate change and reducing waste.
  - Where possible the provision for work experience opportunities with providers in range of roles.
- 7.2. Specific consideration must be given to carbon reduction in line with the NYC Beyond Carbon plan and NYC's commitment to be carbon neutral by 2030. Including;
  - Is there an opportunity to lessen the emissions in procuring the goods, works and services?
  - Is there an opportunity to work with providers, partners and contractors to reduce the environmental impacts of their operations?

## 8. STANDARDS AND QUALITY ASSURANCE

- 8.1. The Provider shall work to the Monitoring and Key Performance Indicators set for the contact and any Supported Accommodation legislative standard. The purpose of the contract monitoring meetings is to ensure quality and drive-up standards across the sector and to ensure that services evolve to meet the changing needs and aspirations of young people.

## 9. STRATEGIES

- 9.1. The ultimate purpose of this contract is to contribute to the delivery of the below Authority strategies. Included are the links to the strategies pertinent to this contract. Additionally, the key priorities and the expected outcomes of each strategy have been outlined below. All our strategies can be found on the North Yorkshire Council Strategies, plans and policies page.

[Strategies, plans and policies | North Yorkshire Council](#)

	Priorities	Outcome
North Yorkshire Homeless and Rough Sleeping Strategy 2025 – 2030	<ul style="list-style-type: none"> <li>Meet housing needs, including those of vulnerable households and those with specific needs.</li> <li>Prevention of homelessness.</li> </ul>	<p>Provide appropriate housing solutions and support for those with a housing need.</p> <p>To increase the number of young people whose homelessness has been prevented through the intervention of this service</p>
	Priorities	Outcome
Being Young in North Yorkshire Strategy 2025 – 2028	<ul style="list-style-type: none"> <li>We want children to be HAPPY in their homes and in their communities</li> <li>We want them to live HEALTHY and long lives</li> <li>We need them to be SAFE and to know safe people they can talk to</li> <li>We have high expectations for all our children so they can ACHIEVE their goals.</li> </ul>	<p>Ensure Young People are safe and those at risk of harm are referred, assessed, and protected appropriately.</p> <p>Support Looked After Children to leave the care system safely at the earliest opportunity.</p> <p>Support and teach Young People to make healthy choices.</p> <p>Engage Young People in activities that promote their independence skills.</p>
	Priorities	Outcome
Joint Health and Wellbeing	<ul style="list-style-type: none"> <li>Fewer children and young people taking part in unhealthy, unsafe or risky behaviour:-</li> </ul>	Support Young People to achieve a healthy start

Strategy 2023 – 2030	<ul style="list-style-type: none"> <li>• smoking, taking drugs or self-harming</li> <li>• unsafe sex</li> <li>• or becoming the victims of physical, mental or sexual abuse</li> </ul> <ul style="list-style-type: none"> <li>• Improved employment opportunities, including rural areas and particularly for young people and those people who often face most barriers in the labour market - for example people with mental health issues, people with autism and people with disabilities.</li> </ul>	<p>through healthy lifestyles choices.</p> <p>Help and support Young People are to be emotionally resilient and experience good mental health by utilising specialist support services.</p> <p>Engage Young People and build their confidence to enable them to reach their potential.</p>
<b>Priorities</b>		
Substance Use Strategy 2024 – 2028	<ul style="list-style-type: none"> <li>• Break drug supply chains and facilitate responsible alcohol retailing</li> <li>• Deliver effective support for all people who experience harmful substance use</li> <li>• Achieve a generational shift and reduce demand for substances</li> </ul>	<p><b>Outcome</b></p> <p>Support young people to access substance use services and work towards reducing substance use among all young people wherever possible.</p>
<b>Priorities</b>		
Combined Authority Police and Crime Plan 2025 – 2029	<ul style="list-style-type: none"> <li>• Work jointly as a trusted partner to prevent harm and damage, intervene early and solve problems.</li> <li>• Maximise efficiency to make the most effective use of all available resources.</li> </ul>	<p><b>Outcome</b></p> <p>Keep children and young people safe through engagement and intervention.</p>
County Terrorism Strategy	<p>The aim of CONTEST is to reduce the risk to the UK and its citizens and interests overseas from terrorism, so that people can go about their lives freely and with confidence.</p>	

## 10. MONITORING REQUIREMENTS

- 10.1. All reports must be submitted on a quarterly basis, adhering to the specified deadlines outlined at the contract mobilisation meetings. See Appendix's 1 - 6.
- 10.2. Providers will be provided with a workbook for completion to ensure consistency in data collection and presentation. See Appendix 7.
- 10.3. A comprehensive quarterly reporting narrative should accompany the workbook, providing detailed context and analysis. See Appendix 8.

## 11. KEY PERFORMANCE INDICATORS

KPI	Definition	Target
<b>Occupancy Rate</b>	Percentage of available accommodation units occupied.	≥ 95%
<b>Referral Acceptance Rate</b>	Percentage of referrals from Pathway 1 accepted by the provider.	≥ 98%
<b>Move-On Success Rate</b>	Percentage of young people who successfully completed resettlement and are awaiting social housing or have moved into private sector accommodation.	≥ 90%
<b>Negative Pathway Exits – Tenancy Failures</b>	Percentage of young people who leave the pathway due to tenancy failure (e.g., but not limited to, eviction, abandonment, or breach of tenancy conditions).	≤ 5%
<b>Quarterly Report Submission Timeliness</b>	Percentage of reports submitted within 10 working days of quarter-end.	100%
<b>Complaints Resolution Time</b>	Average time to resolve formal complaints.	≤ 10 working days
<b>Youth Development Outcome</b>	<p>Proportion of young people demonstrating positive progress through engagement in learning, personal development, and practical experience opportunities.</p> <p>A majority of participants should show meaningful involvement in at least one or more of the following areas:</p> <ul style="list-style-type: none"> <li>• Education, employment, or training</li> <li>• Work-based learning or experience</li> <li>• Completion of their Personal Independent Living Skills Support Plan</li> </ul>	≥ 85%
<b>Young Person Satisfaction</b>	Percentage of positive feedback from engagement with young people, e.g. annual surveys, exit interviews, etc.	≥ 85%

## 12. POLICY AND PROCESS REQUIREMENTS

12.1. All relevant documents are available via the link below. These documents are reviewed periodically and updated where required.

[Young People's Accommodation Pathway | CYPInfo](#)

## 13. SAFEGUARDING

13.1. The Provider will be required to make the necessary arrangements to ensure compliance with all statutory requirements relevant to the duty to safeguard and promote the welfare of children and vulnerable adults in the delivery of the Services, and to ensure that all staff receive appropriate training in respect of this responsibility.

13.2. The Provider will be required to ensure that checks are made in respect of all relevant employees who are employed in the delivery of this contract with the Disclosure and Barring

Service (DBS) for the purpose of checking at the enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act, 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check relating to the Children's Barred List is made.

- 13.3. The Provider shall comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (As amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees, subcontractors, and agents.
- 13.4. The Provider shall ensure that all enhanced checks for a regulated activity including the appropriate barred list check or checks are renewed every three years.
- 13.5. The Provider shall not employ any person or to continue to employ any person to deliver the services who appears unsuitable as a result of information received from the checks and shall notify the Authority immediately of any decision to employ such a person in any role connected with this Agreement or any other agreement or arrangement with the Authority.
- 13.6. The Provider shall maintain a list of all management and operational staff employed via this contract who have enhanced DBS level checks. This list should be current at all times and available at all times to the Authority whenever requested.
- 13.7. The Provider will ensure that all employees receive safeguarding training for children and adults. It is mandatory for employees to receive both Child Sexual Exploitation (CSE) & Child Criminal Exploitation (CCE) training.

#### **14. CONTRACT MOBILISATION**

- 14.1. At the start of the mobilisation period initial meetings shall be held with the Provider to explain the Authority's approach to the new arrangements, to review contract specific issues and to establish the relationship between the two parties.
- 14.2. It is envisaged that the Mobilisation Period shall, as a minimum, comprise:
  - The initial start-up meeting and subsequent review meetings as required.
  - A workshop to review the Employer's processes, including those associated with contract management and payment.
  - Implement Communication Strategy.
  - Issue Quarterly Report template to be completed and returned for quarterly pathway review meetings.
- 14.3. Most practical issues in relation to the delivery of the contract should be identified and resolved during the Mobilisation Period. It is the responsibility of both the Authority and the Provider to ensure this happens.

#### **15. CONTRACT EXIT ARRANGEMENTS**

- 15.1. An Exit Management Plan will be implemented during the demobilisation of the Contract or at the end of the Provider's responsibilities resulting from any early termination. The Provider shall submit to the Authority the first version of the Exit Management Plan upon request and within the Mobilisation Period, this shall be reviewed on an annual basis. The Provider shall work with the Authority to:
  - Develop an Exit Management Plan
  - Develop a joint communication plan for the end of the Contract
  - Provide clarity around any costs outstanding

- Establish any TUPE requirements and develop TUPE information.

15.2. In the event that the contract is terminated at any time prior to or at the end of the Agreement's completion, the Provider is required to handover to the Authority within 13 weeks of the date of the termination all the information relating to the contract and any other documentation related to the services in the possession of the Provider.

15.3. At the completion of the contract or after termination the Parties shall continue to comply with the constraints and obligations in this contract on the use of information obtained in connection with the services.

## **16. DATA SECURITY**

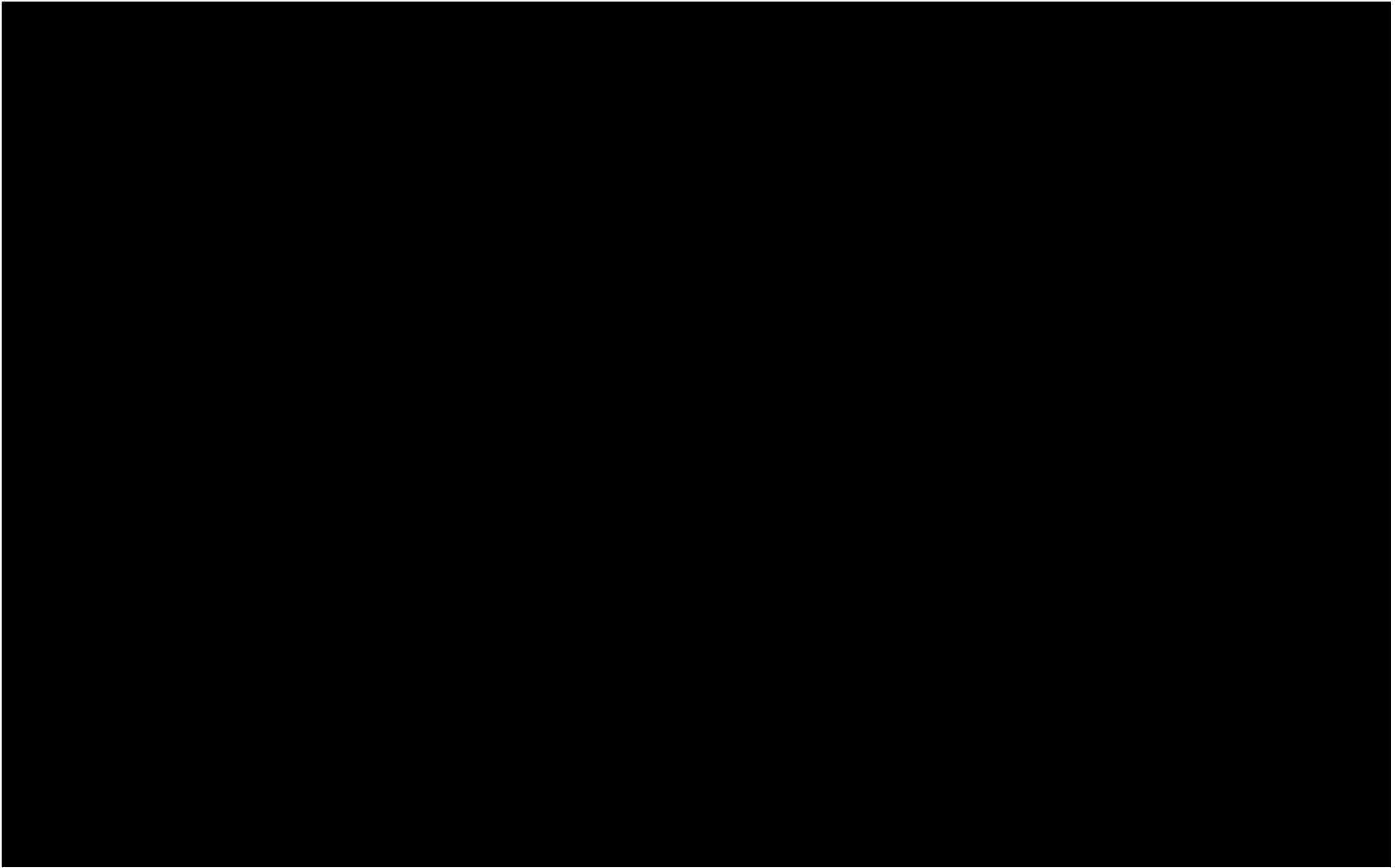
16.1. Consideration of the following:

- The subject matter of the processing;
- Details of the duration of the processing;
- The nature and purpose of the processing;
- The type of personal data being processed;
- The categories of the data subjects;
- The obligations and the rights of the Controller;
- That the Processor acts on the documented instructions of the Controller;
- The requirement for the Processor to delete or return the personal data at the end of the provision of services;
- A requirement for the Processor to implement appropriate technical and organisational measures; and
- A right for the Controller to audit the Processor.

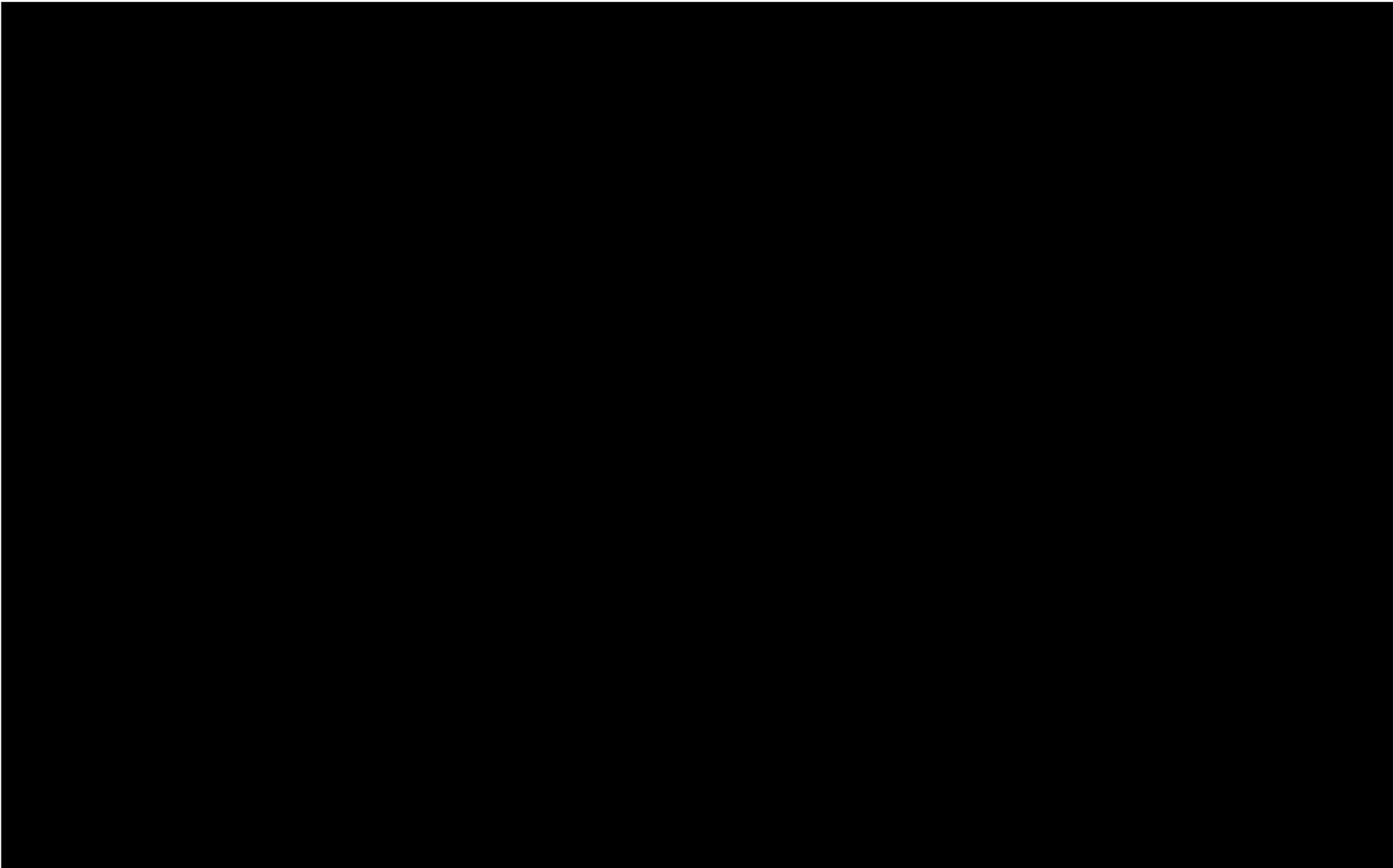
## **17. FURTHER REQUIREMENTS**

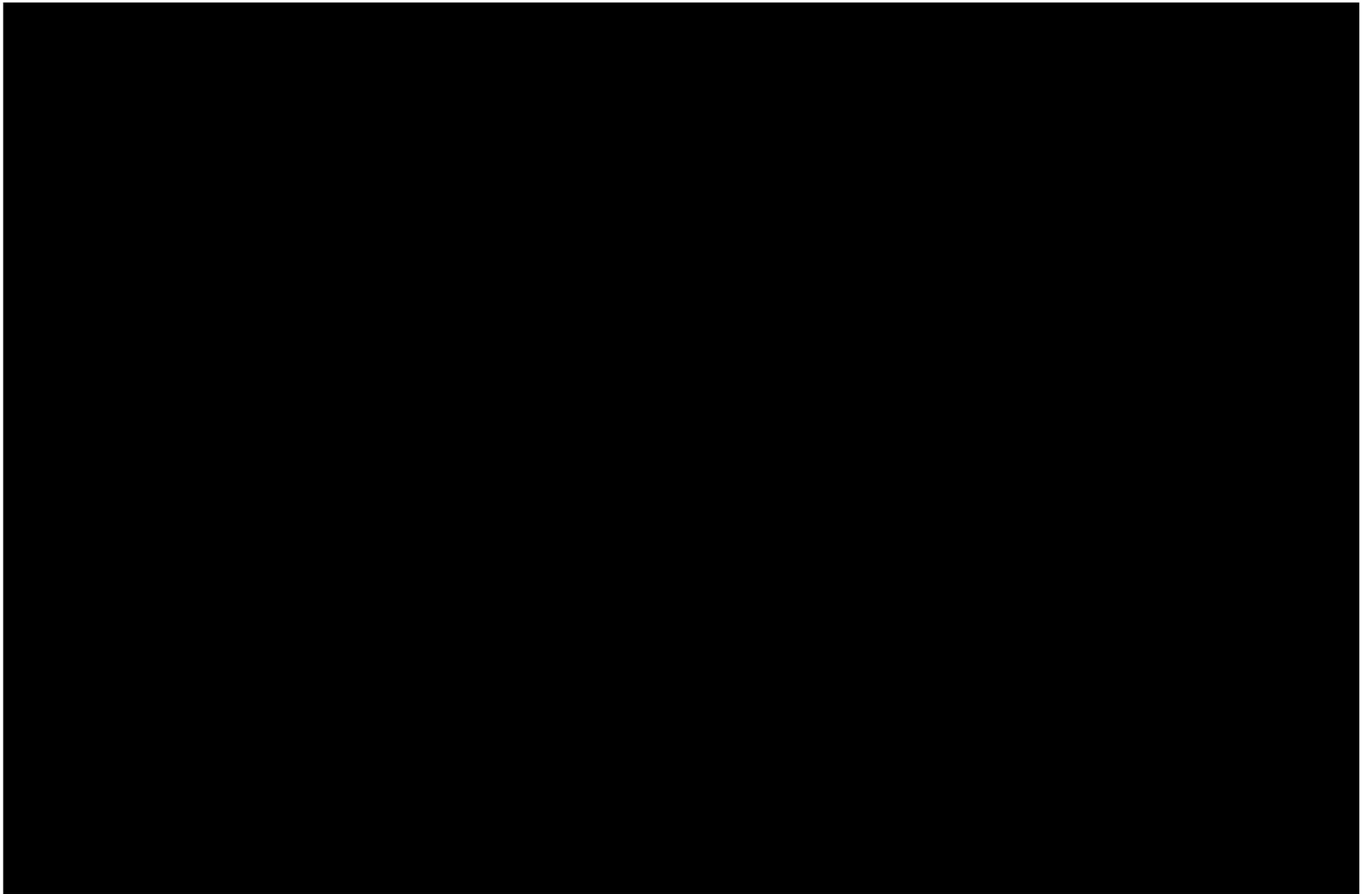
17.1. The provider is to ensure that staff providing support to young people within Pathway 2 receive training to meet the young people's needs described in 3.2.

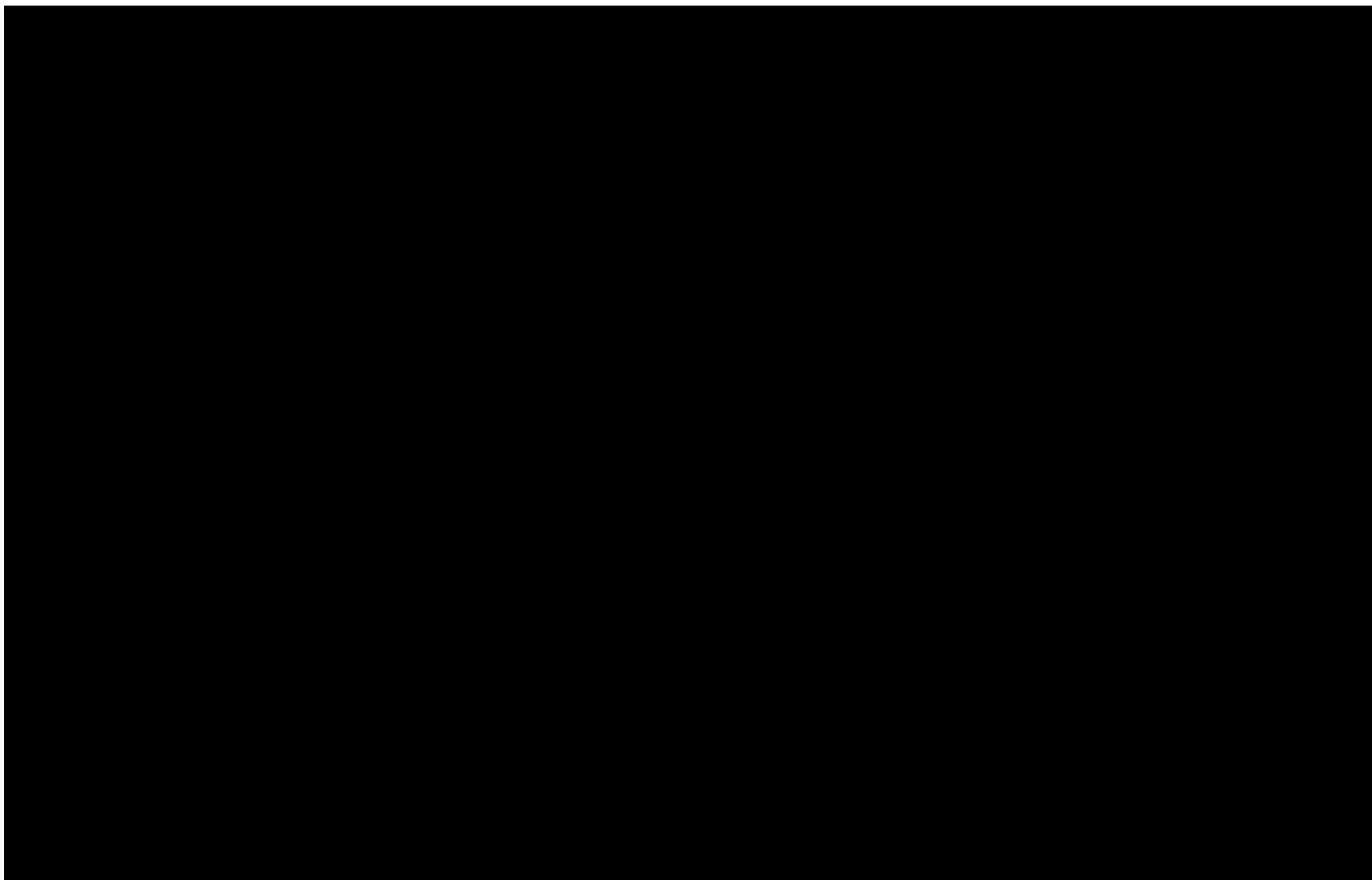
**Schedule 3**  
**Charges**











**Schedule 4**  
**Key Personnel**

The following persons are Key Personnel for the purposes of this Agreement:

<b><u>Name</u></b>	<b><u>Title</u></b>
Mel Hutchinson	Assistant Director (Children and Families)
Kim Robertshaw	Head of Housing Needs
Sarah Wintringham	Housing Needs Service Manager
Kira Moxon-Lumb	Director of Operations

## Schedule 5

### Data Processing

1. The contact details of the Council's Data Protection Officer is:

Information Governance Office  
Veritau  
West Offices  
Station Rise  
York  
North Yorkshire  
YO1 6GA

Email: [infogov@northyorks.gov.uk](mailto:infogov@northyorks.gov.uk)

Telephone: 01904 552848

2. The contact details of the Provider's Data Protection Officer is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED] 8

3. Pursuant to clause 13 of the Agreement, the Provider shall process the Personal Data as follows and any further instructions from the Council shall be incorporated into this Schedule 4.

Description	Details
Subject matter of the processing	The Provider processes the Personal Data under the Agreement for the purposes set out in the Agreement and otherwise in the furtherance of the arrangements between the Parties, in each case in connection with the provision of the Services.
Duration of the processing	The duration of this Agreement or, for data held about tenants, in accordance with the statutory retention periods.
Nature and purposes of the processing	Processing activities such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or

	<p>combination, restriction, erasure or destruction of data (whether or not by automated means may all be undertaken by the Provider for the following purposes:</p> <ul style="list-style-type: none"> <li>• Employment Processing for TUPE purposes</li> <li>• The provision of the Services as set out in this Agreement</li> </ul>
<p>Type of Personal Data being processed.</p>	<p><b>Personal Data:</b></p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Date of birth</li> <li>• National Insurance Number</li> <li>• Telephone Number</li> <li>• Images</li> <li>• Pay</li> </ul> <p><b>Special Categories of Personal Data:</b></p> <ul style="list-style-type: none"> <li>• Racial or ethnic origin</li> <li>• Health</li> <li>• Sex Life</li> <li>• Sexual Orientation</li> <li>• Criminal Conviction Data</li> </ul>
<p>Categories of Data Subject</p>	<p>Depending on the circumstances, the Personal Data may concern one or more of the following categories of Data Subjects (as determined by the Council or agreed between the Parties) and such other categories as the Council may specify or the Parties may agree from time to time:</p> <ul style="list-style-type: none"> <li>• Staff</li> <li>• Customers who are being referred to the Provider for provision of the Services</li> </ul>
<p>Plan for return and destruction of the Personal Data once the processing is complete UNLESS requirement under union or member state law to preserve that type of Personal Data</p>	<p>All data to be destroyed where a young person has not been housed by the provider at the end of the contract. Data about young people who have been housed by the provider (data processor) to be held, in line with their data retention policy (6/7 years) and destroyed following this.</p>

**Schedule 6**

**Provider's Tender Submission**



# VOLUME 3

PROCUREMENT SPECIFIC QUESTIONNAIRE

101568 – Young People’s Pathway (Pathway 2) –  
285-NYC-CD

**MUST BE RETURNED AS PART OF YOUR SUBMISSION**

## PRELIMINARY QUESTIONS

### Scoring Criteria – Information Only

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit Part 1 and Part 2.

#### Question 2 – Threshold

The threshold is met when your organisation is registered on the Central Digital Platform (CDP) and the unique identifier has been provided.

#### Question 4 – Threshold

The threshold for this question is met when you indicate which Lots your organisation will be applying for.

#### Question 5 – Threshold

The threshold is met if your organisation has not been placed on the debarment list.

*A supplier may be excluded on the grounds of providing insufficient or false information.*

No.	Question	Response										
1.	What is your organisation name?	Inspire North										
2.	You must be registered on the Central Digital Platform (CDP). What is your CDP unique identifier?	P [REDACTED]										
3.	<p>Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium.</p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide:</p> <ul style="list-style-type: none"> <li>a. the name of the group/consortium.</li> <li>b. the proposed structure of the group/consortium, including legal structure where applicable.</li> <li>c. the name of the lead member in the group/consortium.</li> <li>d. your role in the group/consortium (e.g. lead member, consortium member, contractor).</li> </ul>	[Insert information]										
4.	Which lot(s) do you wish to bid for?	<table border="1"> <tbody> <tr> <td>Lot 1 – Craven</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Lot 2 – Hambleton</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Lot 3 – Harrogate</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Lot 4 – Richmondshire</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Lot 5 – Ryedale</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Lot 1 – Craven	<input type="checkbox"/>	Lot 2 – Hambleton	<input checked="" type="checkbox"/>	Lot 3 – Harrogate	<input checked="" type="checkbox"/>	Lot 4 – Richmondshire	<input checked="" type="checkbox"/>	Lot 5 – Ryedale	<input type="checkbox"/>
Lot 1 – Craven	<input type="checkbox"/>											
Lot 2 – Hambleton	<input checked="" type="checkbox"/>											
Lot 3 – Harrogate	<input checked="" type="checkbox"/>											
Lot 4 – Richmondshire	<input checked="" type="checkbox"/>											
Lot 5 – Ryedale	<input type="checkbox"/>											

		Lot 6 – Scarborough	<input checked="" type="checkbox"/>
		Lot 7 – Selby	<input checked="" type="checkbox"/>
5.	Are you on the debarment list? <i>The debarment list can be found on this page:</i> <a href="#">Procurement Review Unit - GOV.UK</a>	<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
		[If yes, insert details]	
6.a)	Have you used AI or machine learning tools, including large language models, to assist in any part of your tender submission?  This may include using these tools to support the drafting of responses to Award questions.	<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
		[If yes, insert details]	
6.b)	Where AI tools have been used to support the generation of Tender responses, please confirm that they have been checked and verified for accuracy.	<input type="checkbox"/> Yes	
		<input type="checkbox"/> No	
		<input checked="" type="checkbox"/> N/A	
		[If yes, insert details]	
6.c)	Are AI or machine learning technologies used in the delivery of any aspect of this contract?	<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
		[If yes, please ensure you provide additional details in QX]	
7.	As part of your submission, please confirm which information you deem to be commercial sensitive, the reason(s) it should be exempt under FOIA and the period of time for which it should be considered exempt.  Note that the Council is required to publish a redacted copy of the contract and this response will inform the redactions.	[Insert summary of commercial sensitive information, reasonings and period of time for exemption]  “We would deem all information submitted during this process as confidential and commercially sensitive under the FOI ACT 2000.”	

## PART 1 – CONFIRMATION OF CORE SUPPLIER INFORMATION

### Scoring Criteria – Information Only

It is mandatory for suppliers participating in this procurement to register on a central digital platform (CDP).

Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender> . Part 1 provides confirmation that suppliers have taken these steps.

### Question 8 – Threshold

The threshold is met when your organisation provides us with up-to-date core supplier information from the CDP.

*A supplier may be excluded on the grounds of providing insufficient or false information.*

No.	Question	Response
8.	You must submit up-to-date core supplier information on the CDP and share this information with us via the CDP (either a share code or PDF download).	
9.	<p>The Authority uses an electronic signatures system (SigningHub) to issue contracts electronically for signatures.</p> <p>Provide details of up to two authorised signatories in your organisation which will be used if your tender is successful.</p> <p>Information on the legal status in relation to the use of electronic signatures can be found <a href="#">here</a>.</p>	<p>Ruth Kettle, CEO <a href="mailto:ruth.kettle@inspirenorth.co.uk">ruth.kettle@inspirenorth.co.uk</a></p> <p>Kira Moxon-Lumb, Director of Operations <a href="mailto:Kira.lumb@inspirenorth.co.uk">Kira.lumb@inspirenorth.co.uk</a></p> <p><i>[If it is your company policy to only require one authorised signatory on Contracts / Legal documentation please confirm this]</i></p>



**Part 2B – List of all intended sub-contractors**

No.	Question	Response	
14.	<p>Please provide:</p> <p>a) a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)</p> <p>b) their unique identifier (if they are registered on the CDP) or otherwise, a Companies House number charity number, VAT registration number, or equivalent</p> <p>c) a brief description of their intended role in the performance of the contract.</p> <p>If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q15 are not applicable.</p> <p>If a sub-contractor is unknown at the start of the procurement or brought in during it), this is to be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.</p>	<p><i>[Insert name of supplier - unique identifier - brief description]</i></p> <p><b>Broadacres</b>  </p> <p>We intend to subcontract to Broadacres for the provision of accommodation and support in the Hambleton region.</p> <p></p> <p>We intend to subcontract to YMCA Ripon for the provision of 3 dispersed properties and support in the Ripon/Harrogate region.</p>	
15.	<p>Please confirm if any intended sub-contractor is on the debarment list.</p> <p><i>The debarment list can be found on this page: <a href="#">Procurement Review Unit - GOV.UK</a></i></p>	<input type="checkbox"/>	Yes
		<input checked="" type="checkbox"/>	No
		<p><i>[If yes, insert sub-contractor's name and provide details]</i></p>	

## Part 3 – Questions Relating to Conditions of Participation

### Financial Capacity

#### Question 16 – Threshold

The threshold for this question is met when your organisation confirms that they understand they will be disqualified if a bid is submitted that is higher than the Maximum Contract Value.

#### Questions 17 & 18 – Threshold

This section will be used to assess the overall financial stability of your organisation. The threshold for questions 17 & 18 is that the requested information is provided and the authority is satisfied with your organisation's financial stability.

In assessing an organisation's financial stability, the Authorities will review the accounts and any relevant accompanying financial information submitted. They will calculate profit and working capital ratios and net worth and review turnover levels, observing trends over recent years.

Financial references and internal credit checks will be undertaken to analyse your organisation's financial position and determine the level of risk it would represent to the authority, having regard to the contract requirement and value, criticality and the nature of the market. The assessment of risk is based on sound business judgement rather than just a mechanistic application of financial formulae. If the authority deems the financial position of the organisation to be acceptable, the threshold is passed. If the threshold is not passed then the Authority will disqualify the organisation and the organisation will be rejected from the procurement process.

Depending on timescales, further financial checks may be carried out by the authority between receipt of tenders and contract award which may impact on the contract award decision.

The organisation that is expected to enter into the contract with the Authority ("the Lead Organisation") will be subject to the Economic and Financial Standing pass/fail evaluation.

Where the Lead Organisation is seeking to rely on the economic and financial standing of a parent company (or other organisation) to satisfy the pass/fail test then the Supplier should state this explicitly; provide a letter of commitment from the parent company (or other organisation) to provide a guarantee; additionally provide the financial information in respect of the guarantor and also complete questions 16 & 17 below. In such cases, reliance on the other body to satisfy this test will be subject to providing a guarantee which is satisfactory to the Authority. The Authority also reserves the right to require that entity to be jointly liable for the execution of the contract.

#### Question 19 – Threshold

The threshold is met when confirmation is received that you already have or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated.

#### Question 20 – Threshold

The threshold is met when confirmation is provided that you have the systems in place for 30 day payment terms (as a minimum) in all of your supply chain contracts.

*A supplier may be excluded on the grounds of providing insufficient or false information.*

## Financial Capacity

No.	Question	Response	
16.	Please confirm you accept and acknowledge the annual value of this contract will not exceed the Maximum Lot Value stated in 9.10 of the Evaluation Methodology.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
17.	Financial Check – A Company Watch Assessment will be undertaken on the information provided via the CDP. Please confirm that your full accounts or equivalent have been uploaded onto your supplier information on Find a Tender Service.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
		[If no, please provide details for why]	
18.	Are you relying on another supplier to act as a guarantor? If so, please provide their name evidence of their economic and financial standing.	<input type="checkbox"/>	Yes
		<input checked="" type="checkbox"/>	No
		[If yes, insert reference / file name]	
19.	<p>Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> <li>a. Employer's (Compulsory) Liability Insurance* = £10,000,000</li> <li>b. Public Liability Insurance = £10,000,000</li> <li>c. Professional Indemnity Insurance = £1,000,000</li> <li>d. Cyber Insurance = £1,000,000</li> <li>e. Sexual Misconduct and Molestation Liability (SMML) = £1,000,000</li> </ul> <p><i>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: <a href="http://www.hse.gov.uk/pubns/hse39.pdf">www.hse.gov.uk/pubns/hse39.pdf</a>.</i></p>	We have all requested insurance policies and coverage levels in place (a-e).	
20.	Please confirm you have systems in place to include (as a minimum) 30-day payment terms in all of your supply chain contracts and require	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No

	that such terms are passed down through your supply chain for this contract if successful.	
--	--	--

### Legal Capacity

#### Question 21 – Modern Slavery – Threshold

The threshold for this section is met where applicable Modern Slavery Act requirements are being met.

#### Question 22 – GDPR – Threshold

The threshold is met when confirmation is given that you have in place, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.

#### Question 23 – Contract – Threshold

The threshold is met when confirmation is given that you will provide a redacted copy of the contract within 30 days of contract award.

*A supplier may be excluded on the grounds of providing insufficient or false information.*

### Legal Capacity

No.	Question	Response	
21. a)	You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. If you are a relevant commercial organisation please -	N/A	
		<ul style="list-style-type: none"> <li>confirm that you have published a statement as required by Section 54 of the Modern Slavery Act.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<ul style="list-style-type: none"> <li>confirm that the statement complies with the requirements of Section 54.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. b)	If your latest published statement is available electronically, please provide: <ul style="list-style-type: none"> <li>the web address,</li> <li>precise reference of the documents.</li> </ul>	N/A	
21. c)	If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your	While we are not a relevant commercial enterprise we have an organisational statement on Modern Slavery, this can be provided upon request.	

	business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.		
22.	Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
23.	Please confirm that you will provide a redacted copy of the contract within 30 days of contract signature if you are successful.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No

### Technical Ability

#### Question 24 – Threshold

The threshold is met if the contractor details provided sufficiently demonstrate the company's capability to deliver the requirements under the Technical Specification, delivering contracts of a similar nature and technical complexity.

#### Question 25 – Experience of sub-contractor management – Information Only

#### Question 26 – Organisational Qualifications or Standards – Threshold

The Threshold is met when your organisation confirms that they are compliant with the standards specified.

#### Question 27 – Health and Safety – Threshold

The Threshold is met when the authority is satisfied that your organisation has appropriate measures in place for managing health and safety risks.

#### Question 28 – Carbon Reduction – Information Only

#### Question 29 – Ofsted – Information Only

*A supplier may be excluded on the grounds of providing insufficient or false information.*

### Technical Ability

#### Relevant experience and contract examples

- |     |  |
|-----|--|
| 24. | Provide details of two contracts to meet conditions of participation relating to technical ability set out in the relevant notice or procurement documents, in any combination from either the public or private sectors (which may include samples of grant-funded work).<br><br>Where this procurement is for goods or services, the examples must be from the past three years. |
|-----|--|

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

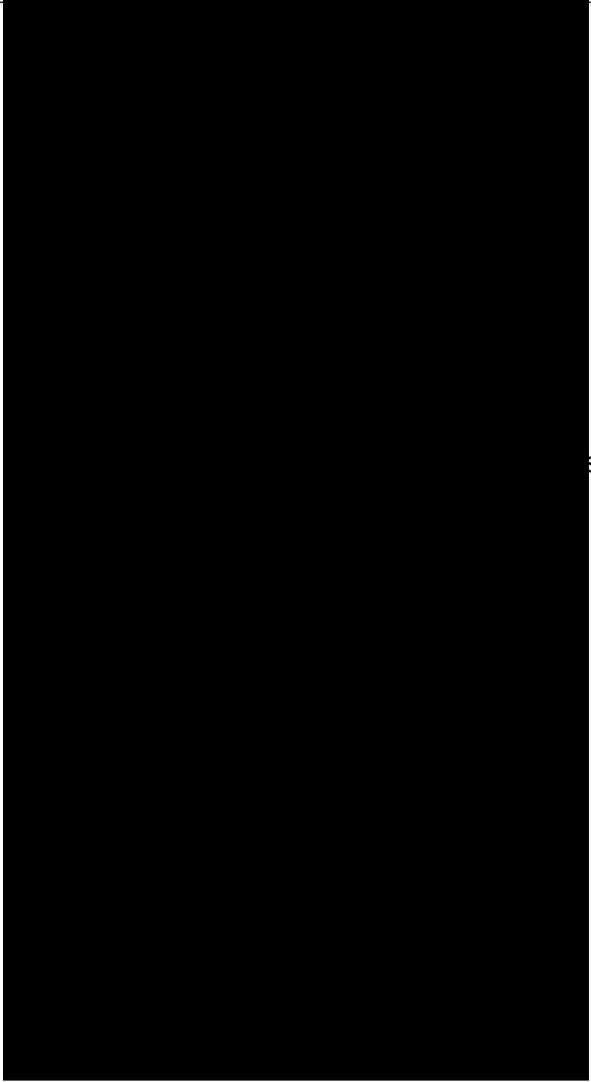
For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a special purpose vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the special purpose vehicle or sub-contractors (three examples are not required from each member).

	Contract 1	Contract 2
<b>Name of customer organisation who signed the contract</b>		
<b>Name of supplier who signed the contract</b>		
<b>Point of contact in the customer's organisation</b>		
<b>Position in the customer's organisation</b>		
<b>Email address</b>		
<b>Description of contract</b>		

		
	<b>Contract start date</b>	
	<b>Contract completion date</b>	
	<b>Estimated contract value</b>	

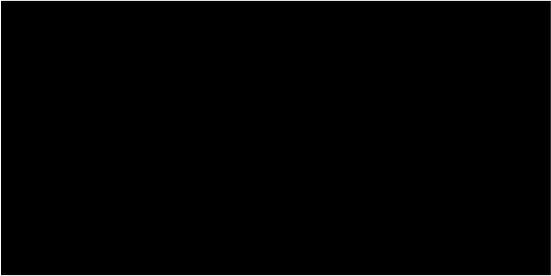
No.	Question	Response
-----	----------	----------

**Experience of sub-contractor management**

25.	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) (which may be the intended sub-contractor(s) for this procurement or any others used previously). The description should include the procedures you use to ensure performance of the contract.</p>	
-----	--	---

<b>Organisational standards</b>		
26.	<p>Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested.</p> <p>As a minimum this should include</p> <ul style="list-style-type: none"> <li>• DBS Certificates</li> <li>• Safeguarding Training including Child Sexual Exploitation (CSE) &amp; Child Criminal Exploitation (CCE)</li> </ul>	
<b>Health and safety</b>		
27.	<p>Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant).</p>	

		<p>l</p> <p>t</p> <p>l</p> <p>t</p> <p>t</p> <p>l</p>
--	--	---

			
<b>Carbon Reduction</b>			
28.	a) Please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
	b) Provide a link to your most recently published Carbon Reduction Plan here:	<a href="#">Carbon Reduction Management Plan</a>	
	c) Please confirm that your organisation is taking steps to reduce your GHG Emissions over time and is publicly committed to achieving Net Zero by 2050.	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
	d) Please provide your current net Zero Target Date:	2045	
	e) Supplier Emissions Declaration		
	i) Baseline Year:	24-25	
	ii) Scope 1 emissions:	Vehicles: 168.0977 Buildings Heat 48.3066	
	iii) Scope 2 emissions:	Buildings Electricity: 203:3404	
	iv) Scope 3 emissions:	Work from Home: 125.4576 Employee Commute: 305.4075	
	v) Current/ Most Recent Reporting Year:	24-25	
	vi) Scope 1 emissions:	Vehicles: 168.0977	
	vii) Scope 2 emissions:	Buildings Heat 48.3066	
viii) Scope 3 emissions:	Work from Home: 125.4576 Employee Commute: 305.4075		
<b>Ofsted</b>			
29.	Is your Organisation registered with Ofsted?	<input checked="" type="checkbox"/>	Yes
		<input type="checkbox"/>	No
		If yes, please provide: 	
		If no, please can you confirm that you would be happy to commit to obtaining Ofsted Registration (if appointed)	

## Part 4: Award Questionnaire

### Award Criteria - Scored

Bidders are required to respond below to each of the quality questions. Each question will attract a percentage of the overall score as indicated.

Bidders are required to provide a written response to these questions that will form the basis of the qualitative evaluation of the tender. Bidders should note the maximum word limit allowed for each question.

- Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a bidder's substantive response to the question / requirement. Weblinks will not be permitted.

**All Bidders must answer questions 1 to 12.** You should only answer each question once regardless of the number/combination of Lots you are applying for. The same Quality Score will be used for each Lot.

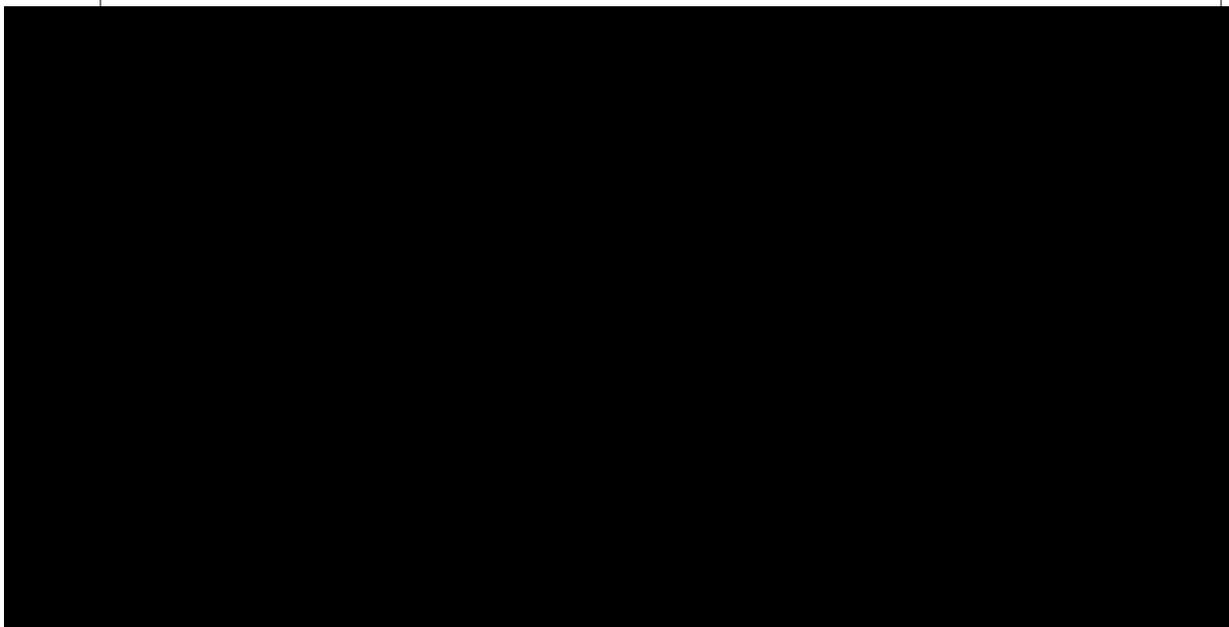
### Q1 Workforce

**WEIGHTING: T**

Please provide a Training Matrix that evidences how your organisation will ensure that all staff involved in service delivery will be trained to required standards, receive supervision and will be supported to further develop their skills and practice. This should align with the requirements outlined in section 3.4 Training, of the Volume 1 The Specification.

*The threshold for this question is met when the information is provided and aligns to the requirements around training, supervision and support as set out in Section 3.4 of Volume 1 The Specification.*

**Maximum word count:** 1,000 words | **Attachments:** A Separate Training Matrix must be provided









**Q2 Mobilisation**

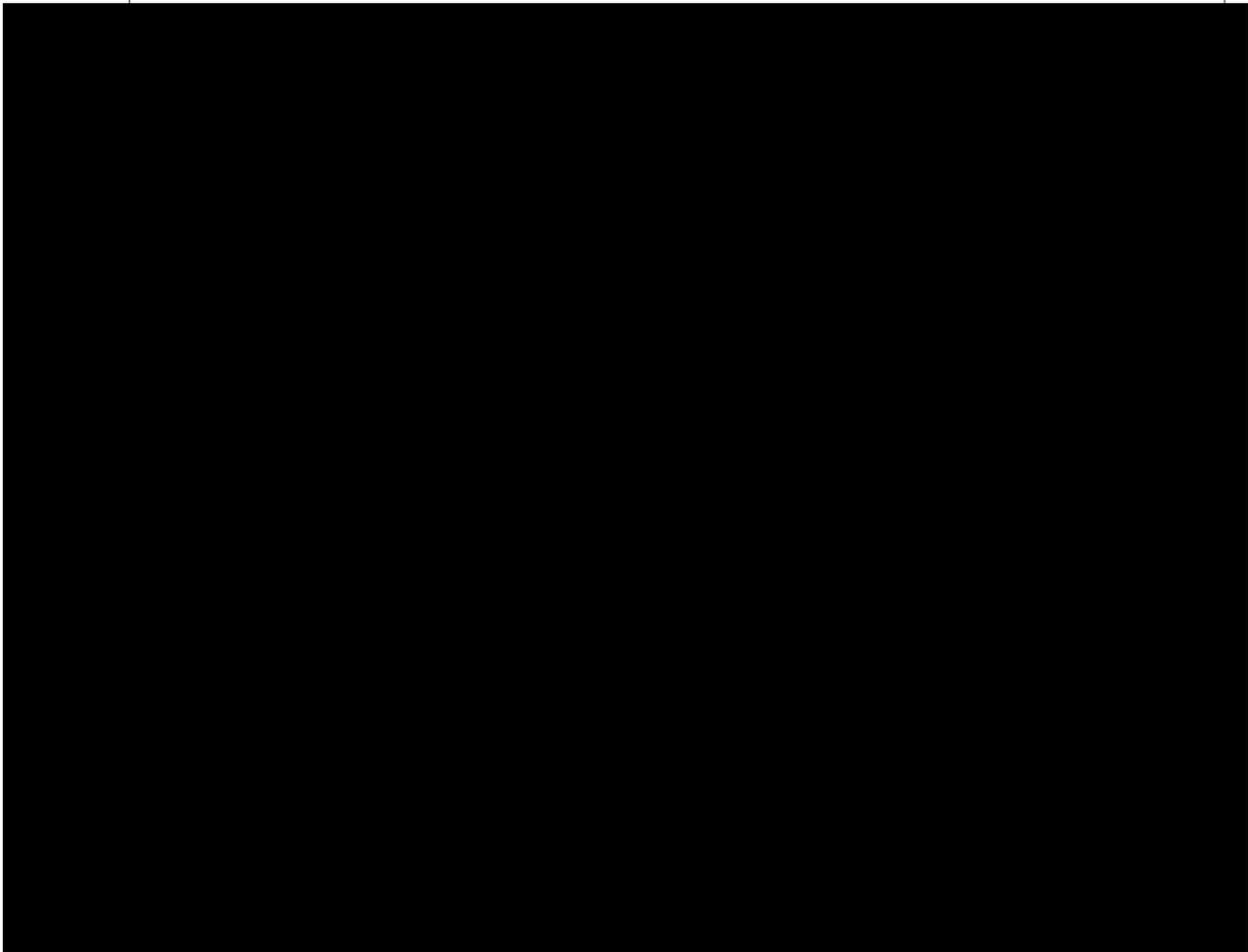
**WEIGHTING: T**

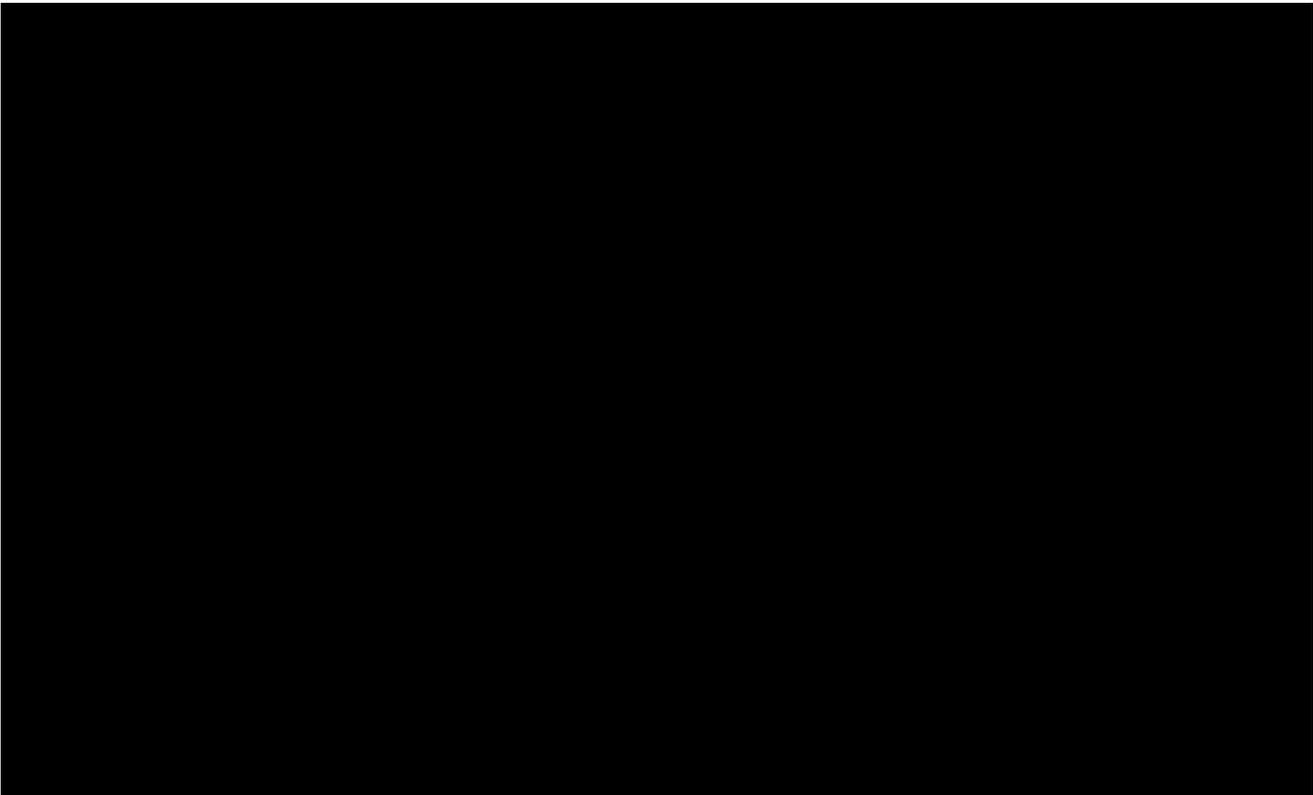
Please provide a 'Mobilisation Plan' setting out the actions that your organisation would take if you were successful, to ensure a seamless transition with minimum service disruption, including any sub-contracting arrangements where applicable.

*The threshold for this question is met when a Mobilisation Plan is provided. This plan should outline the actions required to mobilise within the necessary timescales for the start of the contract, including any sub-contracting arrangements where applicable.*

**Maximum word count:** N/A | **Attachments:** Mobilisation Plan Permitted

\_\_\_\_\_





**Mobilisation Plan**

Task	Lead	Comments	Start Date	End Date
Workstream 1 - Contract Governance				
First Steps				









**Q3 Safeguarding**

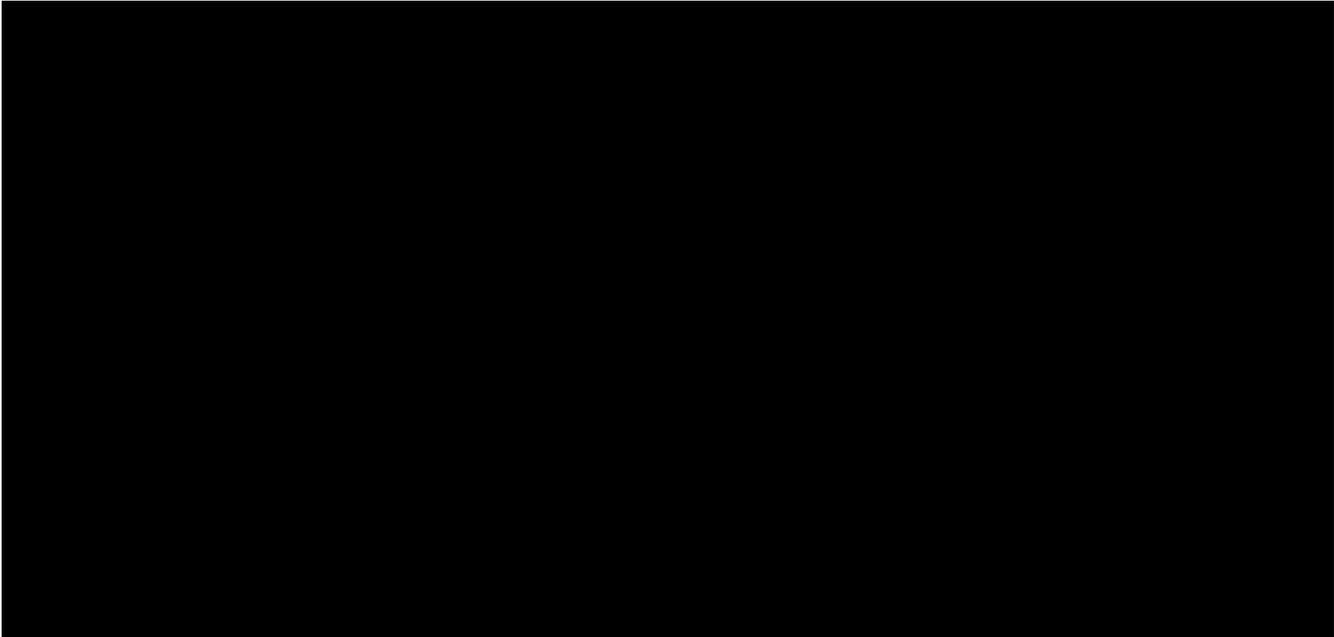
**WEIGHTING: T**

Please describe your safeguarding policies and procedures, particularly for care leavers and vulnerable young people and how you would manage and mitigate risks associated with shared accommodation settings?

*The threshold for this question is met when you can evidence that you have robust safeguarding policies and procedures outlining how you ensure young people are protected and how the risks to vulnerable young people would be managed and mitigated. Your answer should also outline a clear escalation route for safeguarding concerns.*







**Q4 Staffing**

**WEIGHTING: 5%**

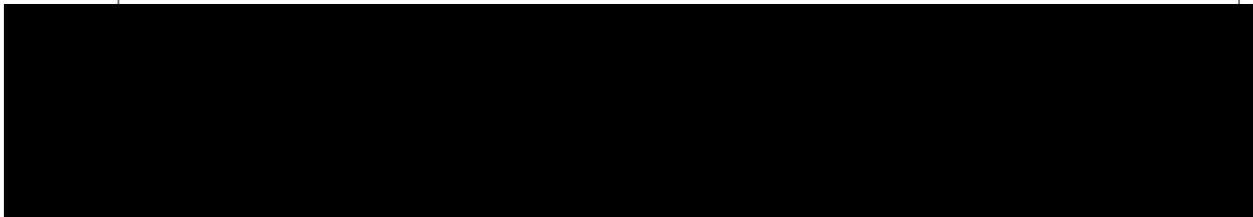
Please describe your organisation's staffing and team structure for delivering this contract, including a structure chart.

The structure chart should include as a minimum: -

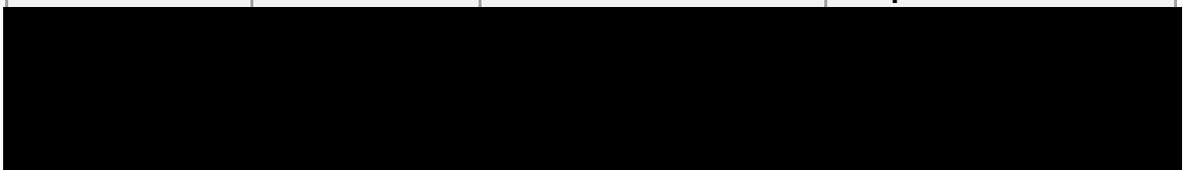
- Job Titles
- Outline Job Descriptions
- Qualifications
- Salary Scales

Please explain how this structure supports effective service delivery, particularly in managing relationships with a range of accommodation providers. Include details of any sub-contracting arrangements, how sub-contractor performance will be monitored, and the locations of yours and your sub-contractors' office bases.

**Maximum word count:** 1,000 words | **Attachments:** Structure Chart Permitted



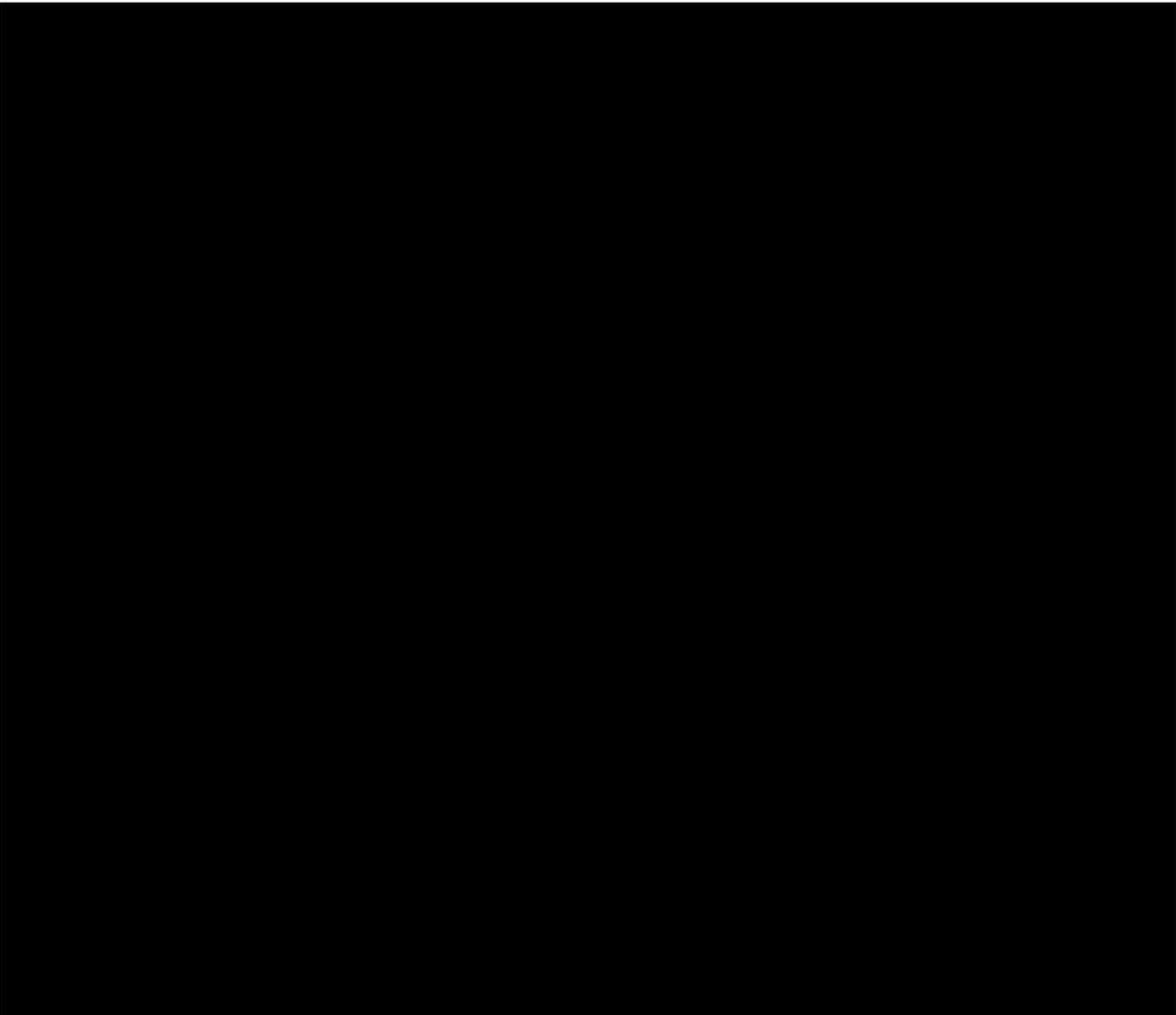
Role	Salary Band	Qualification Requirements	Brief Description of Role and Responsibilities
------	-------------	----------------------------	--











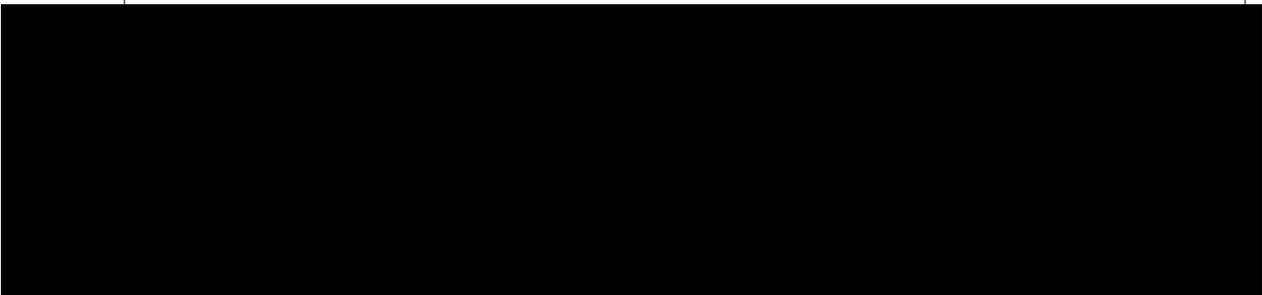
**Q5 Service Delivery**

**WEIGHTING: 22%**

Please outline how your organisation will deliver a service of this size and complexity, ensuring that the service provided meets the requirements of the specification, ensuring it meets the needs of individuals requiring support both during standard office hours and, where necessary, on an emergency basis. Please include relevant examples or case studies to support your answer.

*Please note that case studies or example, will not contribute to the maximum word count.*

**Maximum word count:** 1,500 words | **Attachments:** Not permitted









**Q6 Support**

**WEIGHTING: 12%**

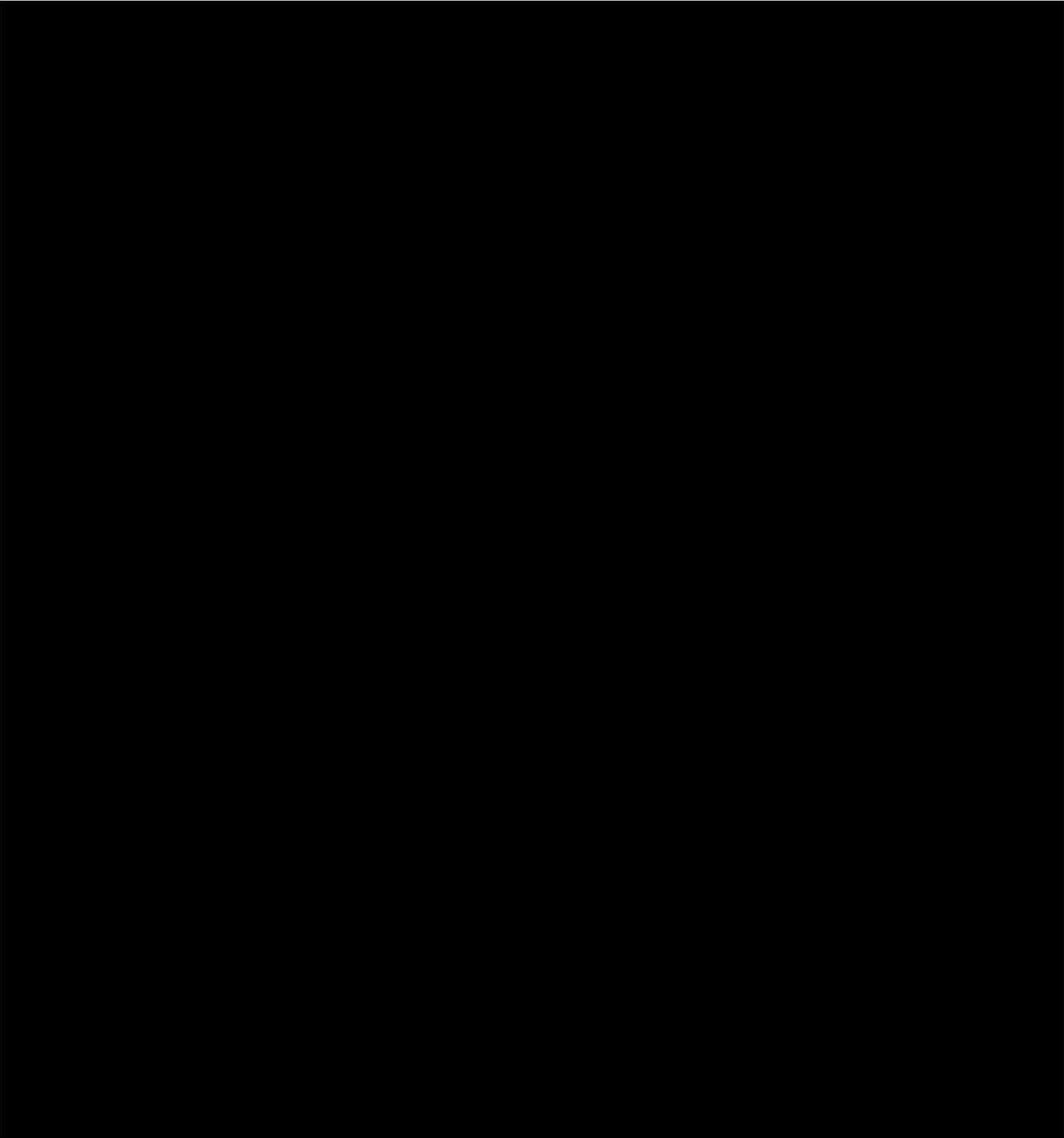
Please describe the methods your organisation will use to support young people, including those with more complex needs—such as individuals with an offending history, experiences of child sexual exploitation (CSE), or issues related to drug and alcohol misuse—who are referred to your service for Pathway 2 accommodation.

In your response, please explain how your organisation ensures that all young people referred to your service will be supported to make improvements in their physical and emotional wellbeing and how the outcomes will be recorded.

**Maximum word count:** 1,000 words | **Attachments:** Not permitted







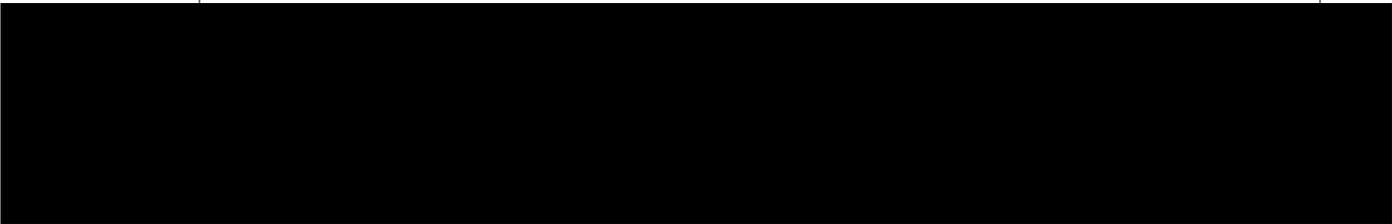
**Q7 Involvement & Consultation**

**WEIGHTING: 5%**

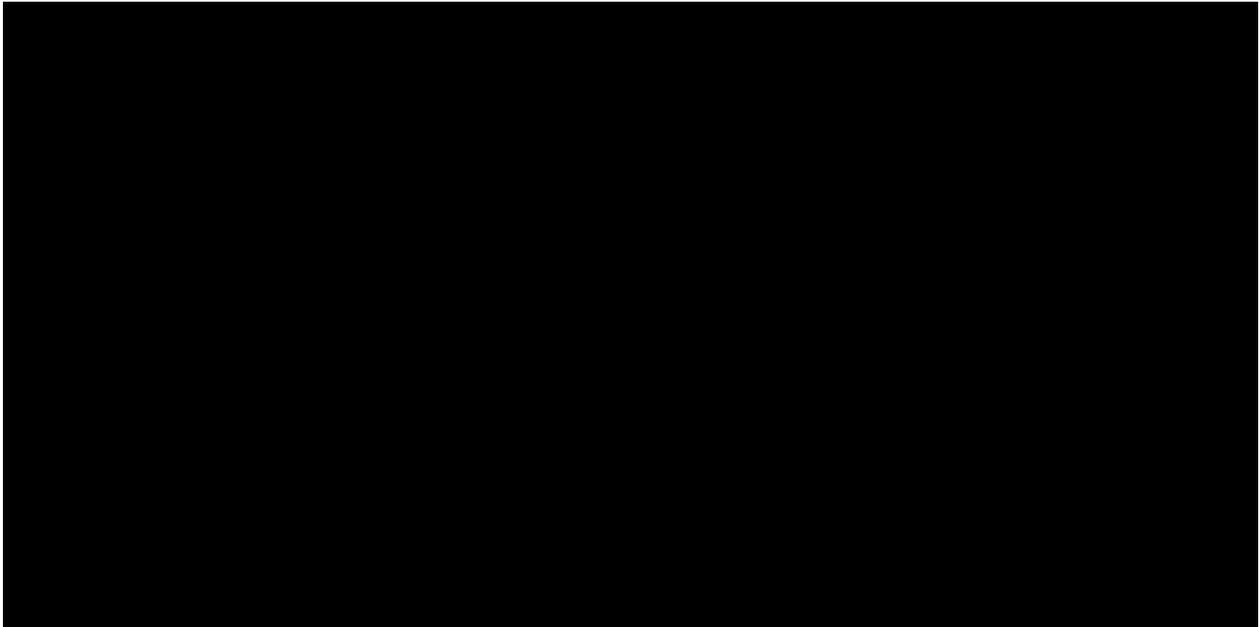
Describe how your organisation will ensure that the voice of young people is used in a meaningful way to shape current and future service delivery

**Maximum word count: 750 words | Attachments: Not permitted**

Empty rectangular box for answer input.





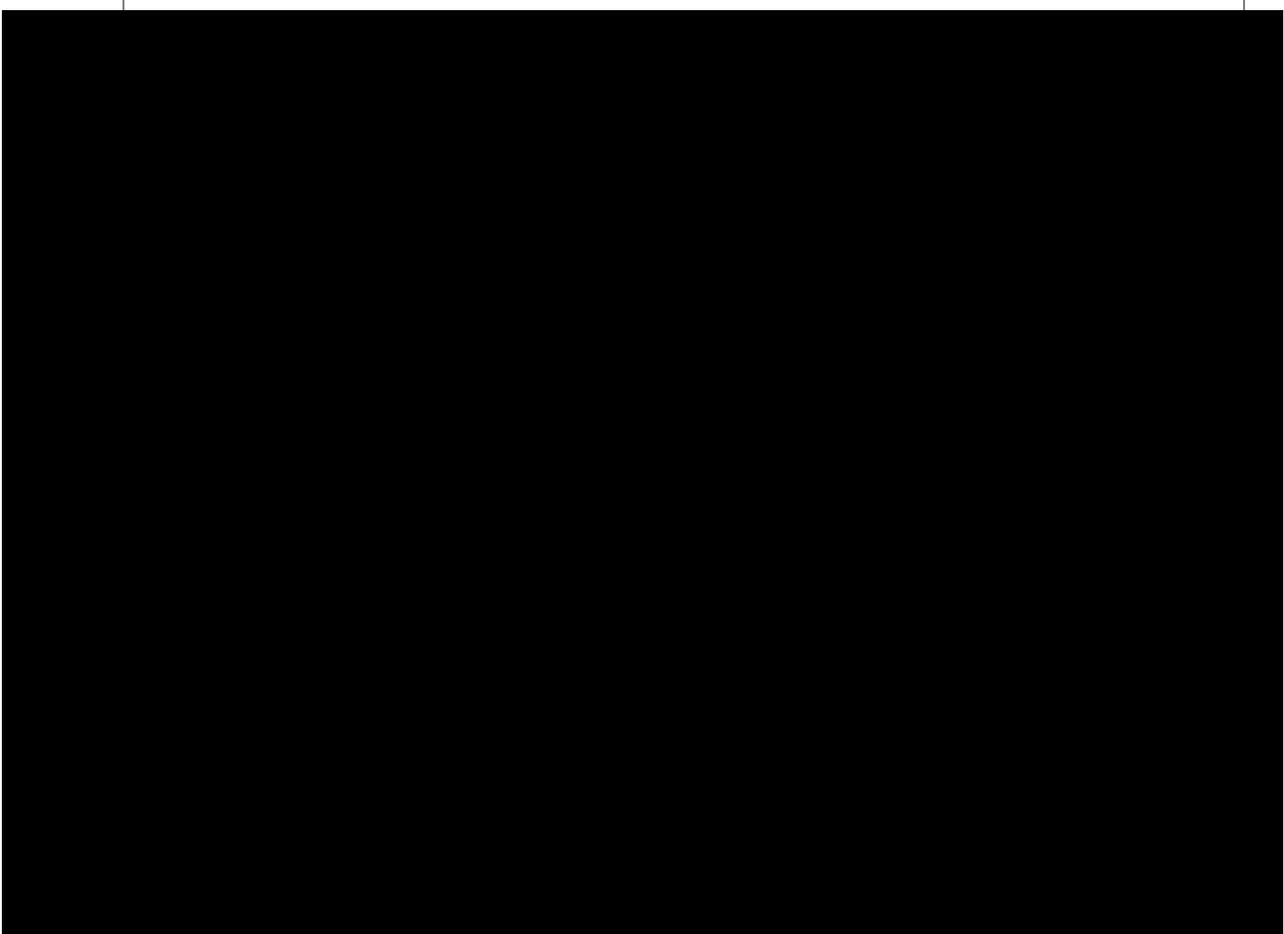


**Q8 Partnerships**

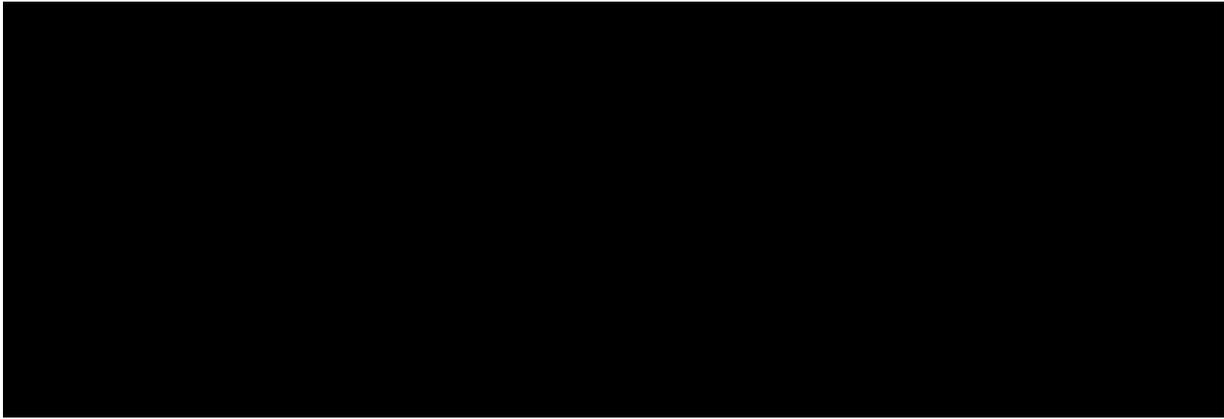
**WEIGHTING: 5%**

Describe how your organisation will ensure that the Service works effectively with other services, including the Authority's Housing Needs and Children's and Young Peoples Service (CYPS) to achieve positive outcomes for young people.

**Maximum word count:** 750 words | **Attachments:** Not permitted







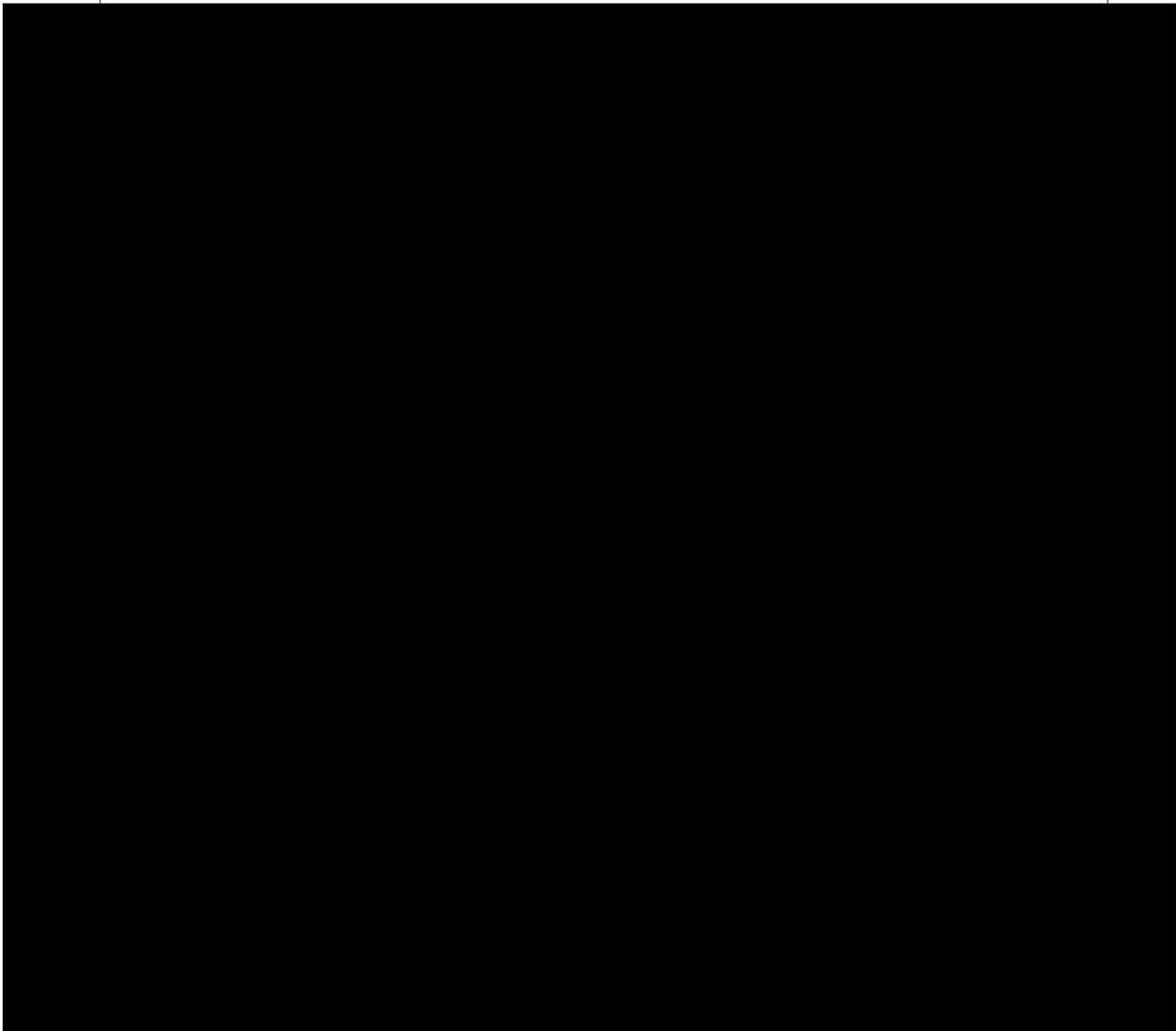
**Q9 Equality & Diversity**

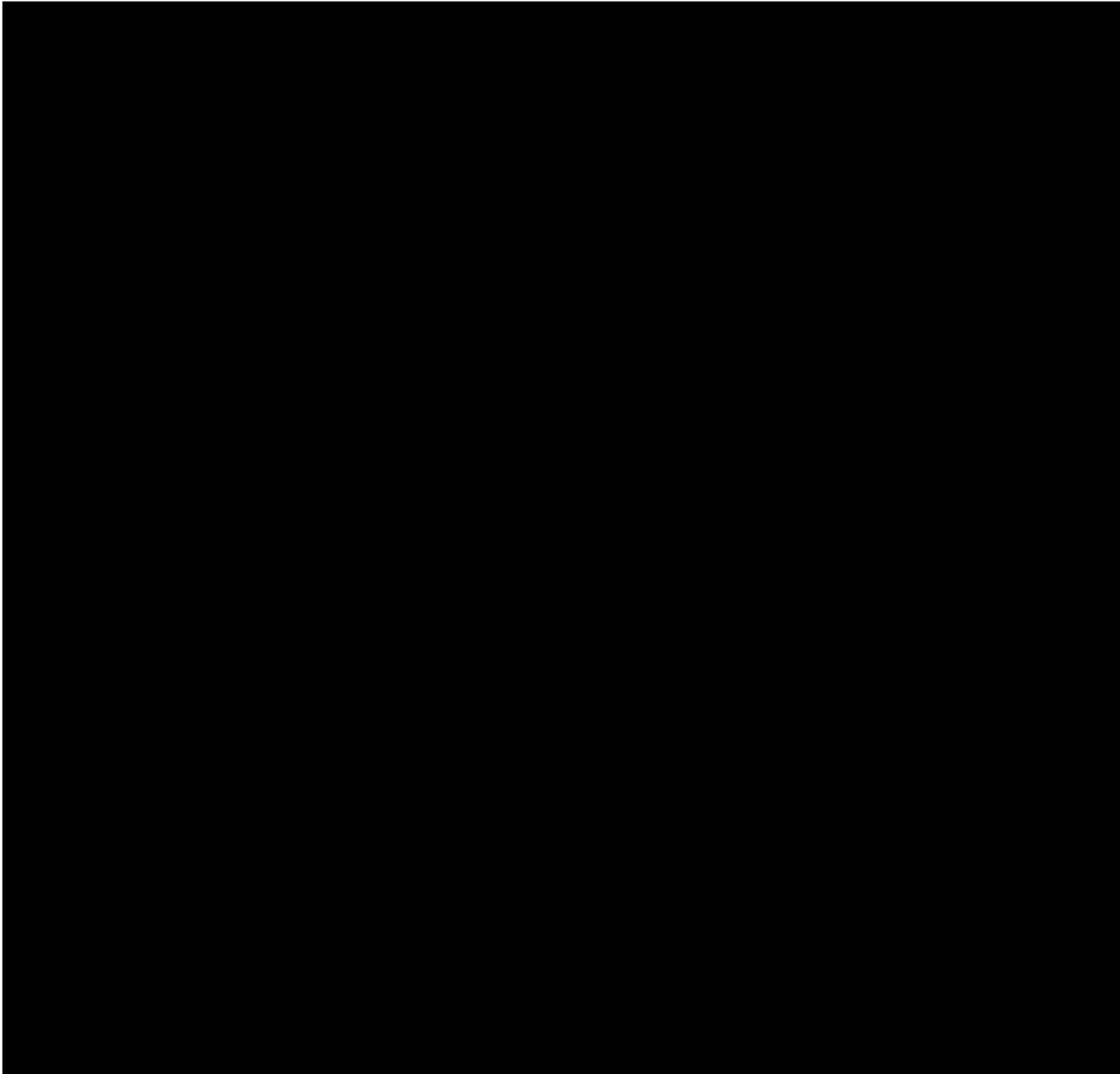
**WEIGHTING: 5%**

The Authority intends to award a contract to a Provider who can demonstrate good practice in relation to equality and diversity within service provision. Please explain how your organisation will ensure that the service is delivered in an equitable way.

**Maximum word count:** 500 words | **Attachments:** Not permitted

Empty rectangular box for the answer.





**Q10 Business Continuity**

**WEIGHTING: 7%**

Please explain how your organisation will minimise the risk to any disruption to service delivery. Your answer should include as a minimum:

- Loss of sub-contracting arrangement (where applicable)
- Loss of accommodation (where applicable)
- Staff and volunteer issues due to sickness, failure to recruit or retain, or any other absences
- Disruption due to infrastructure, failure of information or communication technology
- Disruption due to weather
- Any unforeseen emergencies

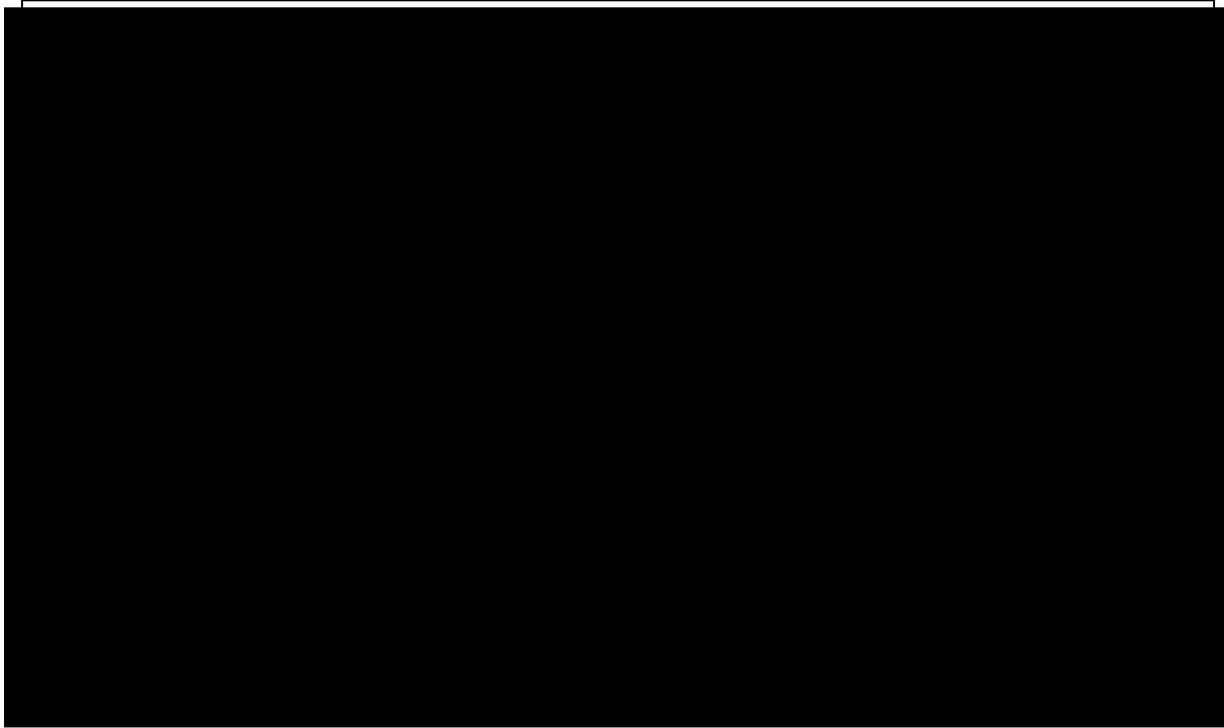
**Maximum word count:** 1,000 words | **Attachments:** Not permitted







**Harrogate Case Study**



**Q11 Move On**

**WEIGHTING: 6%**

Please describe your approach to ensuring that young people are able to successfully transition from Pathway 2 (24/7 and supported accommodation) to independent living, with the goal of completing their resettlement within two years.

**Maximum word count:** 1,500 words | **Attachments:** Not permitted

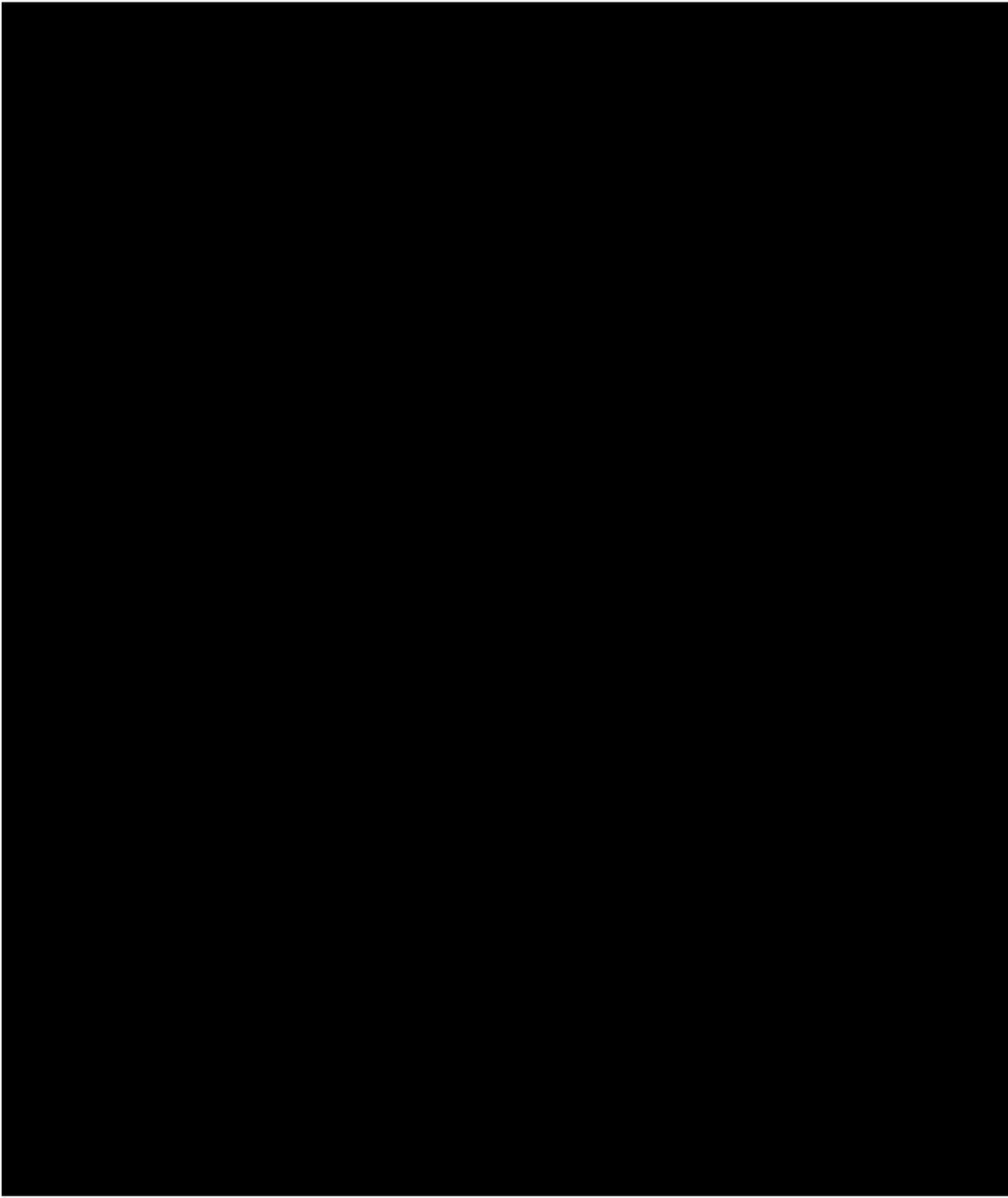
Empty rectangular box for the answer.











**Q12 Social Value**

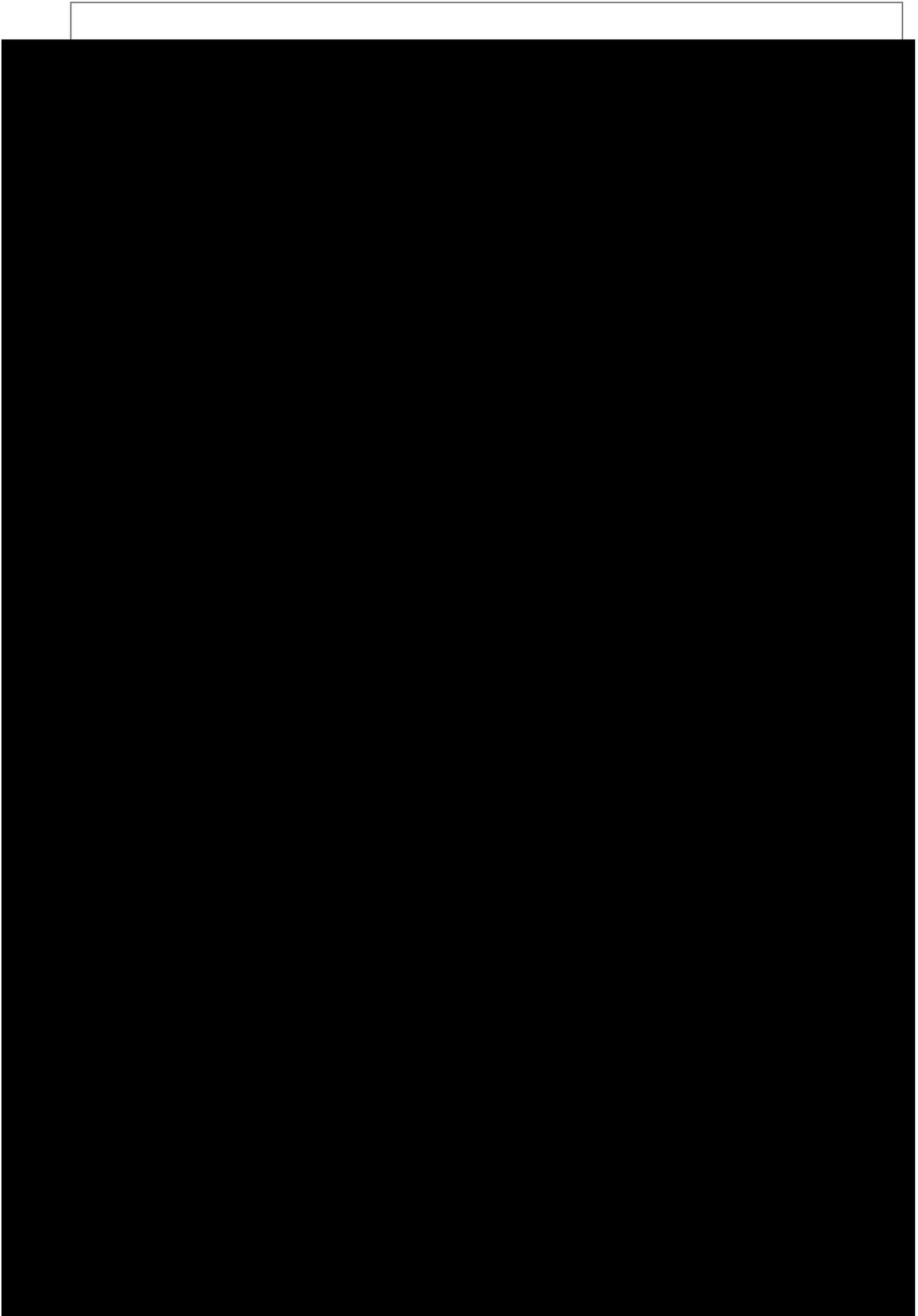
**WEIGHTING: 3%**

Please describe how your organisation will bring added social value to this contract.

Your answer should include as a minimum:

- Supporting Economic Opportunity and Skills Development
- Promoting Health and Wellbeing
- Strengthening Community and Reducing Inequality
- Environmental Responsibility
- Local Economic Impact

**Maximum word count:** 500 words | **Attachments:** Not permitted





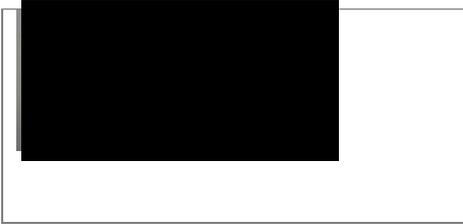
**Confirmations**

It is a mandatory requirement that organisations complete and return the signed confirmations with their submission.

I confirm that:

- to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading
- upon request and without delay I will provide any additional information requested of us
- I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement
- I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement

Signature (*electronic is acceptable*)



Date: 02/10/2025

**Contact details of those making the declaration**

Contact Name:	Kira Moxon-Lumb
Role in Organisation:	Director of Operations
Phone number:	[Redacted]
E-mail Address:	[Redacted]

Postal Address:

3 Limewood Way, Leeds, LS14 1AB