



Contract Reference Number: GLA 80859

Date:

Contract for Services

between

GLA

and

Street Impact London Limited

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THIS CONTRACT is made the day of 2017

BETWEEN:

- (1) **GREATER LONDON AUTHORITY**, whose principle office is City Hall, The Queen's Walk, London SE1 2AA ("**the Authority**"); and
- (2) Street Impact London Limited, a company registered in England and Wales (Company Registration Number 10941708, whose registered office is at 5th Floor, 3 Thomas More Square, Tower Hill, London, E1W 1YW ("**the Service Provider**").

RECITALS:

- A. The Authority requires services to achieve specific outcomes for cohorts of entrenched rough sleepers in East and South East London;
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.
- D. The Service Provider shall only be paid for the delivery of outcomes as determined in accordance with this contract.

THE PARTIES AGREE THAT:

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Affected Party" has the meaning given to it in Clause 26.3;

"Authority Assets" means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

"Authority Group" shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding

company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire and Emergency Planning Authority, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

“CHAIN”

the Combined Homelessness and Information Network online database;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (the "General Data Protection Regulation");

- (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;

“DCLG”

the Department of Communities and Local Government;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Eligibility Criteria and Evidential Requirements”

the document setting out the eligibility criteria for Outcomes and requirements for supporting evidence for same as agreed between the parties a copy of which is set out in Schedule 11;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Good Practice Guidance”

means the Authority’s good practice guidance, which may be updated from time to time, a copy of the current version of which as at the date of this Contract is attached at Schedule 9;

“Holding Company”

any company which from time to time directly or indirectly controls the Service

Provider as set out by section 1159 of the Companies Act 2006;

“Initial Period”

means the period of twelve months from and including the Service Commencement Date;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights

in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Outcomes”

the various outcomes for which the Service Provider may submit a Self-Certification Form and for which the Service Provider may submit an invoice following the Verification Process;

“Outcomes Spreadsheet”

Claim the spreadsheet listing claimed Outcomes for the relevant month a template of which is attached at Appendix two of the Specification.

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“Persistent Breach”

a breach of its obligations under this Contract, other than a material breach, which has continued for more than ten (10) Business Days, or occurred more than three times in any four month period and following written notice from the Authority identifying such as a Persistent Breach continues for a further ten (10) Business Days or occurs on three more occasions within the next four months.

“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include a description of how the Service Provider intends to achieve the Outcomes;
“Public Procurement Termination Event”	has the meaning given to it in Clause 28.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Self-Certification Form”	the form which sets out the Service Provider’s claimed Outcomes for the relevant period, a template of which is found at Appendix one of the Specification;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;

“Services”

- (a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

“Specification”

the specification and other requirements set out in Schedule 3;

“Term”

the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;

“Termination Payment”

means:

(a) subject to such amounts being properly due and invoiced in accordance with the terms of this Contract, any Charges in respect of the period prior to such termination but which have not been previously paid; and

(b) to the extent that the Service Provider has undertaken proper and reasonable activity under the Project Plan which has not yet led to Outcomes at the date of termination, payment of a sum agreed by the Parties (acting reasonably) to reflect the Service Provider’s liabilities (excluding, for the avoidance of doubt, any loss of profit or loss of margin) which would otherwise represent an unavoidable loss by the Service Provider by reason of the Authority’s exercise of Clause 26.4, provided that the Service Provider shall:

(i) take all reasonable steps to mitigate such loss;

(ii) reduce its unavoidable costs by any

insurance sums available;

(iii) submit a fully itemised and costed list of such loss, with supporting evidence, of losses properly, reasonably and actually incurred by the Service Provider as a result of the Authority's exercise of Clause 26.4; and

provided always that the:

(i) value of such payment to the Service Provider shall be reduced or extinguished to the extent that the Service Provider has already received or is contractually entitled to receive Charges under this Contract so that there is no double counting in calculating the relevant payment; and in any event

(ii) Authority shall not be liable to make any payment which, when added to sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the Service Provider had the Authority not exercised Clause 26.4.

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“Transparency Commitment”

means the Authority's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority's own published transparency commitments;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

“Verification Process”

the process by which the Authority and DCLG verify the Outcomes set out in the Self-Certification Form for the relevant quarter as set out in Schedule 10.

“Verified Outcomes”

Outcomes submitted by the Service Provider in its self-certification form, which have been independently verified by both the Authority

and DCLG as having been achieved.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

3. The Services

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Not used.

3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the

terms of this Contract with only the necessary changes of Parties' details being made.

- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges relating to the Verified Outcomes following the outcome of each Verification Process and shall not make any separate charge for submitting any invoice.
- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be

immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;

- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract to terminate that sub-contract if

the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

- 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. Access to Premises and Assets

11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;

11.1.5 not damage the Authority Premises or any assets on Authority Premises; and

11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

12.1.5 where possible, shall provide the Services in such a manner as to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

12.1.6 Where the GLA is the Authority the Service Provider shall:

12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 Not used.

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

13. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. Equipment

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

- 14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

- 14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

15. **Quality and Best Value**

- 15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

- 15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

- 16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

- 16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

- 16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract.

18. **Indemnity**

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. **Insurance**

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

19.1.1 public liability to cover injury and loss to third parties;

- 19.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 19.1.3 product liability; and
 - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.
- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.
- 20. The Authority’s Data**
- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.
- 21. Intellectual Property Rights**
- 21.1 The Service Provider hereby grants to the Authority a royalty free licence free of charge to all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the “**Products**”) provided that such licence shall not include items not prepared or developed for the purposes of this Contract. Such licence shall be assignable or sublicensed with the consent of the Service Provider..

- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. Privacy, Data Protection and Cyber Security

- 22.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 22.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

23. Confidentiality and Announcements

- 23.1 Subject to Clause 24, the Service Provider will keep confidential:
- 23.1.1 the terms of this Contract; and
- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
- 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for

public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information and Transparency**

- 24.1 For the purposes of this Clause 24:

- 24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

- 24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

- 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

- 24.2 The Service Provider acknowledges that the Authority:

- 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

- 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 24.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.
- 25. **Dispute Resolution**
 - 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“**Dispute**”) before resorting to litigation.
 - 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period

of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. **Breach and Termination of Contract**

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

- 26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or

Persistent Breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

- 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 26.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 26.2 Not used.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time after the Initial Period without cause, subject to:

26.4.1 giving the Service Provider written notice of the period specified in Schedule 1 which may be served on or after the end of the Initial Period, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1; and

26.4.2 payment to the Service Provider of the Termination Payment.

26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

27. Consequences of Termination or Expiry

27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may reasonably require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

27.3 Upon expiry or termination of the Contract (howsoever caused):

27.3.1 the Service Provider shall, at no further cost to the Authority:

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining or becoming due in relation to any Outcomes achieved in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in

accordance with Schedule 4 or otherwise reasonably determined by the Authority.

- 27.4 On termination of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services.

28. Declaration of Ineffectiveness and Public Procurement Termination Event

- 28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and Clauses 28.1, 28.2, 28.4 to 28.6 (inclusive) and 28.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

- 28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 28.1 to 28.6 inclusive.

- 28.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 28.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.2 to 28.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

- 28.4 Where there is any conflict or discrepancy between the provisions of Clause 27 and Clauses 28.2 to 28.6 (inclusive) and 28.12 or the Cessation Plan, the provisions of these Clauses 28.2 to 28.6 (inclusive) and 28.12 and the Cessation Plan shall prevail.

- 28.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot

be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

- 28.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 28.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 28.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 28.7.1 the provisions of Clause 27 and these Clauses 28.7 to 28.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 28.7.2 if there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.7 to 28.12 or the Cessation Plan, the provisions of these Clauses 28.7 to 28.12 and the Cessation Plan shall prevail.
- 28.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 28.7 to 28.11 inclusive.
- 28.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

28.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 28.7 to 28.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

28.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

28.12 For the avoidance of doubt, the provisions of this Clause 28 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 28-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. **Rights of Third Parties**

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

The Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its

registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the Authority

)
)
)
Signature

Print name and position

Date:

Signed by
for and on behalf of
the Service Provider

)
)
)
Signature

Print name and position

Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA 80859
2. **Name of Service Provider:** Street Impact London Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 01 October 2017
 - (b) **Service Commencement Date:** 01 October 2017
4. **Duration/Expiry Date:** 30 September 2021
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

Refer to Schedule 10 (Verification Process)

Clause 5.2

Electronic invoices will not apply.

Clause 5.4

Payment must be made within 30 days of receipt of invoices

6. **Address where invoices shall be sent:**

GLA Accounts Payable
PO Box 45276
14 Pier Walk
Greenwich
London

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

7. **Time for payment where not 30 days (see Clause 5.4):**
8. **Details of the Authority's Contract Manager**

Name: David Eastwood
Address: City Hall, The Queen's Walk, London, SE1 2AA
Tel: 020 7983 4919
Email: david.eastwood@london.gov.uk

9. Details of the Authority's Procurement Manager

Name: Penny Brayshaw
Address: 42-50 Windsor House, Victoria Street, London, SW1H 0TL
Tel: 020 3054 7383
Email: pennybrayshaw@tfl.gov.uk

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Petra Salva – Director of Rough Sleeper, Migrants and Ex-Offender Services	5 th Floor 3 Thomas More Square Tower Hill London E1W 1YW +44 (0)7515 660 859 Petra.salva@mungos.org contracts@mungos.org	Accountable for GLA contracts portfolio – assuring joint working and consistency, sharing of learning. Leads on property contingency plans
Kathleen Sims, Service Development Manager – Rough Sleeper	5 th Floor 3 Thomas More Square Tower Hill London E1W 1YW +44 (0)7714699627 Kathleen.Sims@MUNGOS.ORG	Responsible for quality/performance management, H&S, continuity of operational delivery across GLA SIB operations. Lead for commissioners and external partners liaison and SIB quality/ performance review including PIPs

- 11. Notice period in accordance with Clause 26.4 (termination without cause):**

120 days.

- 12. Address for service of notices and other documents in accordance with Clause 35:**

For the Authority:

City Hall, The Queen's Walk, London, SE1 2AA
For the attention of: David Eastwood

For the Service Provider:

5th Floor, 3 Thomas More Square, Tower Hill, London, E1W 1YW
For the attention of: Petra Salva

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:**

N/A

- 14. Training to be provided by the Service Provider in accordance with Clause 8.8:**

N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

N/A

SCHEDULE 3 – SPECIFICATION

Summary of Outcomes

The GLA will make payment only on the achievement of the following outcomes:

	Outcome
Accommodation	Entering accommodation
	3 months in accommodation
	6 months in accommodation
	12 months in accommodation (stable accommodation only)
	18 months in accommodation (stable accommodation only)
	24 months in accommodation (stable accommodation only)
Better managed needs	General wellbeing assessment x3
	MH entry into engagement with services
	MH sustained engagement with support for six months
	Alcohol misuse entry into alcohol treatment
	Alcohol misuse sustained engagement with alcohol treatment for 12 weeks
	Drug misuse entry into drug treatment
	Drug misuse sustained engagement with drug treatment for 12 weeks
Entry into	Improved education/training

employment	Volunteering/self-employed 13 weeks
	volunteering/self-employed 26 weeks
	Part time work 13 week
	Part time work 26 week
	Full time work 13 weeks
	Full time work 26 weeks

Self-certification forms

For each outcome, a self-certification form must be completed and submitted. This requires a representative from the provider and the client to describe how the outcome has been achieved and sign to confirm this. A representative of the GLA will then counter-sign this before submitting as proof of achieving an outcome to DCLG.

There is then an additional list of evidence to be uploaded per outcome along with the self-certification form to CHAIN for the claim to be accepted for payment. Some outcomes have mandatory evidence, some have additional desired evidence, and others have both.

All mandatory additional evidence must be submitted for the claim to be accepted for payment. However, to reflect that in some exceptional circumstances additional evidence may be difficult to obtain (for example if a family member refuses to provide a letter of accommodation sustainment or a client does not want a programme leader to know they are part of the SIB) the completed self-certification form can be submitted alone for a claim to be accepted for payment. In these cases, however, the provider representative must have made sufficient effort to obtain all of the supporting evidence and agree to continue to try to obtain and submit this, even after the outcome has been paid.

It is suggested that sufficient effort to obtain the additional evidence after claiming for an outcome would be at least 3 separate attempts over the course of 2 -3 months.

For desired evidence, it is expected that in most cases this will also be submitted. It is only in exceptional cases where further evidence cannot be obtained that a self-certification form alone will be accepted as sufficient evidence.

Further detail on the individual evidence requirements per outcome are given in the following section. The table below gives a summary of the evidence required per outcome, split by mandatory and desirable, and also confirms which number self-certification template is required to be completed for each outcome.

The full set of self-certification templates can be found at the end of this guidance (001 – 010). Each follows the same format: initial details to be completed at the top, self-certification statements to be completed and signed by the provider and the client, and a check-list for the accompanying evidence and counter-signature to be completed by the GLA representative (the person managing the case from the lead local authority).

When completing a self-certification form, it is advised this is done by hand, as this will make it quicker to complete, and wet signatures on the form are required. Due to this please make sure the forms are filled in carefully and can be easily read and understood. Forms which are not legible or are not filled in correctly will be rejected. Sections 1 and 2 of the form should be completed by the provider and the client, a representative of the GLA will complete sections 3 and 4. As the signatures at least must be done by hand, it is advised the first half of the form is completed by the provider and then uploaded to CHAIN. Where a letter is an acceptable form of evidence, this must be dated, signed and clearly show the capacity in which this person is providing the letter. If this is provided by a company or organisation the letter will also need to be on their letter-headed paper.

In the event that a client is unable to sign the self-certification form, the authority will accept a signature from a client's representative which includes but is not limited to family members and other agencies.

	Outcome	Self-cert Form	Mandatory Evidence	Desirable Evidence
Accommodation	Entering accommodation	001	<ul style="list-style-type: none"> • Self-cert form • Tenancy, licence or written agreement (if living in independent accommodation) • Open hostel CHAIN record 	<ul style="list-style-type: none"> • Family/friend letter (if living with friends or family)
	3 months in accommodation	002	<ul style="list-style-type: none"> • Self-cert form • Accommodation entry evidence for current property 	<ul style="list-style-type: none"> • Landlord letter • Family/friend letter
	6 months in accommodation	002	<ul style="list-style-type: none"> • Self-cert form • Accommodation entry evidence for current property 	<ul style="list-style-type: none"> • Landlord letter • Family/friend letter
	12 months in accommodation	002	<ul style="list-style-type: none"> • Self-cert form • Accommodation entry evidence for current property 	<ul style="list-style-type: none"> • Landlord letter • Family/friend letter
	18 months in accommodation	002	<ul style="list-style-type: none"> • Self-cert form • Accommodation entry evidence for current property 	<ul style="list-style-type: none"> • Landlord letter • Family/friend letter
	24 months in accommodation	002	<ul style="list-style-type: none"> • Self-cert form • Accommodation entry evidence for current property 	<ul style="list-style-type: none"> • Landlord letter • Family/friend letter
Better managed needs	General wellbeing assessment x3	003	<ul style="list-style-type: none"> • Self-cert form • WEW Scale 	
	MH entry into engagement with services	004	<ul style="list-style-type: none"> • Self-cert form 	<ul style="list-style-type: none"> • GP/ mental health specialist letter
	MH sustained engagement with support	005	<ul style="list-style-type: none"> • Self-cert form • Discharge letter (if less than 6 months sustainment) 	<ul style="list-style-type: none"> • GP/ mental health specialist letter • Support plan
	Alcohol misuse entry into alcohol treatment	006	<ul style="list-style-type: none"> • Self-cert form 	<ul style="list-style-type: none"> • Treatment provider letter • NDTMS data
	Alcohol misuse sustained engagement with alcohol treatment	007	<ul style="list-style-type: none"> • Self-cert form • Discharge letter (if less than 3 months sustainment) 	<ul style="list-style-type: none"> • Treatment provider letter • NDTMS data

	Drug misuse entry into drug treatment	006	<ul style="list-style-type: none"> • Self-cert form 	<ul style="list-style-type: none"> • Treatment provider letter • NDTMS data
	Drug misuse sustained engagement with drug treatment	007	<ul style="list-style-type: none"> • Self-cert form • Discharge letter (if less than 3 months sustainment) 	<ul style="list-style-type: none"> • Treatment provider letter • NDTMS data
Entry into employment	Improved education/training	008	<ul style="list-style-type: none"> • Self-cert form • One of the following: <ol style="list-style-type: none"> 1. Certificate 2. Trainer letter 	<ul style="list-style-type: none"> • Both of the following: <ol style="list-style-type: none"> 1. Certificate 2. Trainer letter
	Volunteering 13 weeks	009	<ul style="list-style-type: none"> • Self-cert form 	<ul style="list-style-type: none"> • Organisation letter
	Volunteering 26 weeks	009	<ul style="list-style-type: none"> • Self-cert form 	<ul style="list-style-type: none"> • Organisation letter
	Part time work 13 weeks	010	<ul style="list-style-type: none"> • Self-cert form • One of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances 	<ul style="list-style-type: none"> • Multiple of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances
	Part time work 26 weeks	010	<ul style="list-style-type: none"> • Self-cert form • One of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances 	<ul style="list-style-type: none"> • Multiple of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances
	Full time work 13 weeks	010	<ul style="list-style-type: none"> • Self-cert form • One of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances 	<ul style="list-style-type: none"> • Multiple of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances
	Full time work 26 weeks	010	<ul style="list-style-type: none"> • Self-cert form • One of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances 	<ul style="list-style-type: none"> • Multiple of the following: <ol style="list-style-type: none"> 1. Contract 2. Payslips 3. Employer letter 4. Invoices and remittances

Self-certification Claim Form 001: Accommodation Entry

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Accommodation Entry

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that

.....
.... (*client name*) moved into suitable accommodation on
..... (*date*).

Type of accommodation:

.....
.....

Address of the accommodation:

.....
.....
.....
.....

Signature:

Position:

Client

I (*client name*) certify that I moved into the above accommodation on
.....(*date*) and it is suitable.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of the signed tenancy, licence or written agreement
- ☐ copy of a letter from a family member, or a friend, confirming that the client is living with them, when they moved in and that they have their own room

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority*, certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form.

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 002: Accommodation Sustainment

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Accommodation sustainment for months

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that

.....
.... (*client name*) has been living in stable, suitable accommodation from
..... (*date*) to (*date*), totalling
3/6/12/18/24 (*delete as appropriate*) months.

Type of accommodation:

.....
.....

The address of the accommodation is:

.....
.....
.....
.....

Signature:

Position:

Client

I (client name) certify that I have been living in the above accommodation since (date) for a total of 3/6/12/18/24 (delete as appropriate) months and it is suitable.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of a letter from the landlord confirming how long the client has been in the property
- ☐ copy of a letter from a family member, or a friend, confirming how long the client has been living with them for and that they have their own room

Section 4: Declaration and undertaking

I
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 003: General Wellbeing Assessment

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	General wellbeing assessment

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that
.....
.... (client name) completed their 1/2/3 (delete as appropriate) assessment outcome
on (date).

Signature:

Position:

Client

I (client
name) certify that I completed my 1/2/3 (delete as appropriate) assessment
outcome on(date).

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

☐ Warwick Edinburgh Wellbeing scale

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form.

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 004: Mental Health Entry into Engagement

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Mental Health Entry into Engagement

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that

.....
.... (*client name*) had an initial assessment with their GP or a registered mental health
specialist on (*date*), and that they are registered with
a GP.

The name and address of the GP surgery is:

.....
.....
.....
.....
.....

Signature:

Position:

Client

I (*client
name*) certify that I had an initial assessment with my GP or a registered mental

health specialist on(date), as described above, and that I am registered with a GP at the above named surgery.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of a letter from a GP or registered mental health specialist confirming the initial assessment took place and when

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 005: Mental Health Sustained Engagement

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Mental Health Sustained Engagement

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that
.....
.... (*client name*) has engaged with an agreed mental health support plan for
months, from (*date*) to
(*date*).

Signature:

Position:

Client

I (*client name*) certify that I engaged with my agreed mental health support plan for
months, from (*date*) to
(*date*).

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of the agreed support plan
- ☐ copy of the signed and dated letter from a GP or registered mental health specialist confirming the client has engaged with the support plan
- ☐ copy of the discharge letter from a GP or registered mental health specialist

Section 4: Declaration and undertaking

I

.....
, on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 006: Substance Misuse Entry into Engagement

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Substance Misuse Entry into Engagement

Section 2: Outcome verification

Organisation representative

I, on
behalf of **provider**, certify that

.....
.... (*client name*) has had an assessment and has begun a tier 3 or tier 4 structured
drug/alcohol (*delete as appropriate*) substance misuse treatment programme on
..... (*date*).

Details of the structured treatment programme:

.....
.....
.....
.....
.....

Signature:

Position:

Client

I (*client name*) certify that I have had an assessment and begun structured drug/alcohol
(*delete as appropriate*) substance misuse treatment programme on
..... (*date*), as described above.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of the signed and dated letter from the treatment programme provider confirming the client has begun a structured tier 3 or 4 substance misuse treatment programme
- ☐ copy of information from the NDTMS confirming the client has begun a structured tier 3 or 4 programme substance misuse treatment programme

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 007: Substance Misuse Sustained Engagement

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Substance Misuse Sustained Engagement

Section 2: Outcome verification

Provider representative

I, on
 behalf of **provider**, certify that

 (*client name*) has continuously engaged with and completed a structured tier 3 or
 tier 4 drug/alcohol (*delete as appropriate*) substance misuse treatment programme,
 from (*date*) to (*date*).

Details of the structured treatment programme:

Signature:
Position:

Client

I (*client name*) certify that I have continuously engaged with and completed a structured drug/alcohol (*delete as appropriate*) substance misuse treatment programme from (*date*) to (*date*), as described above.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of a letter from the provider confirming the client has completed the programme
- ☐ copy of information from the NDTMS confirming the client has completed the programme
- ☐ copy of the discharge letter from the treatment provider

Section 4: Declaration and undertaking

I

.....

....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it

- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form.

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 008: Improved Education/Training

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Improved Education/Training

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that

.....
(*client name*) completed an Ofqual Regulated Qualification Framework recognised
qualification on (*date*), consisting of at least 20
guided learning hours (GLH) being completed since the client entered the SIB
programme.

Details of the qualification:

.....
.....
.....
.....

Qualification Accreditation Number (QAN):

.....

Signature:

Position:

Client

I (*client
name*) certify that I completed the qualification, as described above, on

..... (date), including at least 20 guided learning hours (GLH) that have been completed since I entered the SIB programme.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of the qualification certificate
- ☐ copy of a letter from the qualification provider

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 009: Volunteering

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:	Volunteering for weeks

Section 2: Outcome verification

Provider representative

I, on
behalf of **provider**, certify that

.....
.... (*client name*) has volunteered for an average of 6 hours a week for a total of
13/26 (*delete as appropriate*) weeks, beginning on
(*date*). The volunteering placement pays for expenses and the client is supervised by
a paid member of staff.

Role description:

.....
.....
.....
.....
.....
.....
.....
.....
.....

Week 1: W/C date.....

Number of hours worked

.....

Week 2: W/C date.....

Number of hours worked

.....

Week 3: W/C date.....

Number of hours worked

.....

Week 4: W/C date.....	Number of hours worked
Week 5: W/C date.....	Number of hours worked
Week 6: W/C date.....	Number of hours worked
Week 7: W/C date.....	Number of hours worked
Week 8: W/C date.....	Number of hours worked
Week 9: W/C date.....	Number of hours worked
Week 10: W/C date.....	Number of hours worked
Week 11: W/C date.....	Number of hours worked
Week 12: W/C date.....	Number of hours worked
Week 13: W/C date.....	Number of hours worked
Week 14: W/C date.....	Number of hours worked
Week 15: W/C date.....	Number of hours worked
Week 16: W/C date.....	Number of hours worked
Week 17: W/C date.....	Number of hours worked

Week 18: W/C date.....	Number of hours worked
Week 19: W/C date.....	Number of hours worked
Week 20: W/C date.....	Number of hours worked
Week 21: W/C date.....	Number of hours worked
Week 22: W/C date.....	Number of hours worked
Week 23: W/C date.....	Number of hours worked
Week 24: W/C date.....	Number of hours worked
Week 25: W/C date.....	Number of hours worked
Week 26: W/C date.....	Number of hours worked

Signature:

Position:

Client

I (*client name*) certify that I have been volunteering, in the role described above, for an average of 6 hours a week for 13/26 (*delete as appropriate*) weeks, beginning on (*date*). My expenses are paid and I am supervised by a paid member of staff.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ a copy of a letter from the volunteering organisation

Section 4: Declaration and undertaking

I

.....
....., on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was competed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Self-certification Claim Form 010: Employment

Section 1: Details

Commissioning Authority:	
Provider:	
Client Name:	
Client Number:	
Outcome claiming for:-time Employment for weeks

Section 2: Outcome verification

Organisation representative

I, on
behalf of *provider*, certify that

.....
(*client name*) has secured part-time/full-time/self/zero hours (*delete as appropriate*)
employment and has worked the required number of hours for 13/26 (*delete as appropriate*) weeks, beginning on (*date*) and ending
on (*date*).

Details of the employment:

.....
...
.....
.....
.....
.....
.....

Questions	Yes	No	N/A
1. Did the employment begin after the client registered onto the SIB programme?			
a. If no, has the employment situation improved?			
Please give details:			
2. Has there been a change in employment since the start date?			
a. If yes, has there been any gap in employment?			
b. If there has been a gap, was the client made redundant and accepted another offer of employment within 31 days?			
Please give details:			
3. Is the client on a zero hours contract?			

Week 1: W/C date..... Number of hours worked

Week 2: W/C date..... Number of hours worked

Week 3: W/C date..... Number of hours worked

Week 4: W/C date..... Number of hours worked

Week 5: W/C date..... Number of hours worked

Week 6: W/C date..... Number of hours worked

Week 7: W/C date..... Number of hours worked

Week 8: W/C date..... Number of hours worked

Week 9: W/C date..... Number of hours worked

Week 10: W/C date..... Number of hours worked

Week 11: W/C date..... Number of hours worked

Week 12: W/C date..... Number of hours worked

Week 13: W/C date..... Number of hours worked

Week 14: W/C date..... Number of hours worked

Week 15: W/C date..... Number of hours worked

Week 16: W/C date..... Number of hours worked

Week 17: W/C date..... Number of hours worked

Week 18: W/C date..... Number of hours worked

Week 19: W/C date..... Number of hours worked

Week 20: W/C date..... Number of hours worked

Week 21: W/C date..... Number of hours worked

Week 22: W/C date..... Number of hours worked

Week 23: W/C date..... Number of hours worked

Week 24: W/C date..... Number of hours worked

Week 25: W/C date..... Number of hours worked

Week 26: W/C date..... Number of hours worked

Signature:

Position:

Client

I (*client name*) certify that I have secured part-time/full-time/self/ zero hours (*delete as appropriate*) employment and have worked the required number of hours for 13/26 (*delete as appropriate*) weeks, beginning on (*date*) and ending on (*date*), as described above.

Signature:

Section 3: Supporting evidence

Please mark below the evidence submitted to support this outcome claim. All evidence must also match the requirements as set out in the Social Impact Bond Evidence Guidance.

- ☐ copy of an employment contract
- ☐ copies of payslips for the duration of the outcome claim
- ☐ copy of a letter /email from the employer confirming the client is employed with them and how many weeks and hours per work they have worked
- ☐ copies of receipts and remittances for the work carried out (self-employment)

Section 4: Declaration and undertaking

I

.....
..... on behalf of *Greater London Authority* certify that:

- this claim meets the eligibility requirements and definitions as set out in the MoU and associated guidance (Social Impact Bond Delivery Guidance and Social Impact Bond Evidence Guidance)
- this claim is either accompanied by all the supporting evidence and documentation, or if this cannot yet be obtained I have made sufficient effort to secure this and will continue to do so
- the work to achieve this outcome was completed by our provider during the SIB programme
- the information on this form is correct to the best of my knowledge and belief and I accept full responsibility for it
- *Greater London Authority* undertakes that we will keep accounts, invoices and supporting evidence for 5 years after the last date funding is paid and will make them available for inspection on request by DCLG officials
- *Greater London Authority* undertakes that we will notify DCLG immediately in writing or by email of any changes to the details provided in this form

This declaration and undertaking must be signed by the Greater London Authority representative at the organisation making this claim, as mentioned above.

Signature:

Name:

Position:

Date:

Outcomes payment for the final six months

For the final six months of the contract only sustainment outcomes can be claimed for the table below details these outcomes.

Outcome	Can this be claimed in final six months
<i>Accommodation</i>	
Entering accommodation	No
3 months sustainment	Yes
6 months sustainment	Yes
12 month sustainment	Yes
18 months sustainment	Yes
24 months sustainment	Yes
<i>Better Managed Needs</i>	
General wellbeing assessment	No
Mental Health entry into services	No
Mental Health sustained engagement	Yes
Alcohol misuse entry into treatment	No
Alcohol misuse sustained engagement in treatment	Yes
Drug misuse entry into treatment	No
Drug misuse sustained engagement in treatment	Yes
<i>Entry into Employment</i>	
Improved education / training	No
Volunteering 13 weeks	Yes
Volunteering 26 weeks	Yes
Part time work 13 week	Yes
Part time work 26 week	Yes
Self-employment 13 weeks	Yes
Self-employment 26 weeks	Yes
Full time work 13 week	Yes
Full time work 26 week	Yes

Outcomes Claims Spreadsheet:

Refer to Schedule 3 Appendix (Outcome Claims Spreadsheet).

SCHEDULE 4 – CHARGES

	Outcome	Amount
Accommodation	Initial payment per cohort member entering accommodation (£)	£ 600.00
	Payment per 3 month sustainment (£)	£ 1,500.00
	Payment per 6 month sustainment (£)	£ 1,500.00
	Payment per 12 month sustainment (£)	£ 2,600.00
	Payment per 18 month sustainment (£)	£ 2,500.00
	Payment per 24 month sustainment (£)	£ 1,700.00
	Total (£)	£ 10,400.00
Better managed needs	General wellbeing assessment x3 (3 x £100)	£ 300.00
	MH entry into engagement with services	£ 200.00
	MH sustained engagement with support	£ 600.00
	Alcohol misuse entry into alcohol treatment	£ 100.00
	Alcohol misuse sustained engagement with alcohol treatment	£ 950.00
	Drug misuse entry into drug treatment	£ 120.00
	Drug misuse sustained engagement with drug treatment	£ 2,600.00
	Total (£)	£ 4,870.00
Entry into employment	Improved education/training	£ 450.00
	Payment per cohort member sustaining volunteering/ self-employment for 13 wks	£ 400.00
	Payment per cohort member sustaining volunteering/self-employment for 26 wks	£ 500.00
	Total (£)	£ 900.00
	Payment per cohort member sustaining part-time employment for 13 wks	£ 1,600.00
	Payment per cohort member sustaining part-time employment for 26 wks	£ 1,400.00
	Total (£)	£ 3,000.00
	Payment per cohort member sustaining full-time employment for 13 wks	£ 2,200.00
	Payment per cohort member sustaining full-time employment for 26 wks	£ 2,100.00
	Total (£)	£ 4,300.00

SCHEDULE 5 - PROJECT PLAN

Refer to Schedule 5 Appendix (Implementation Plan & Risk Log)

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS

N/A

SCHEDULE 8 – RE-TENDER COOPERATION

N/A

SCHEDULE 9 – GOOD PRACTICE GUIDANCE

GOOD PRACTICE GUIDANCE
GREATER LONDON AUTHORITY

1 Introduction

The Mayor's rough sleeping policies

The Mayor is committed to tackling the scourge of homelessness, including rough sleeping:

'The rise in rough sleeping over recent years is a growing source of shame that we have a moral imperative to stop ... In the world's greatest city we cannot sit back and do nothing in the face of the rising rough sleeping we have inherited. A Labour mayor and government dramatically reduced rough sleeping at the start of this century and I'm determined we'll do it again. Making a difference won't be easy, but I will lead the way.' Sadiq Khan, July 2016

Priorities for the Mayor's commissioned rough sleeping services

Overarching priorities

To work with boroughs and partners:

- 1 to ensure that no-one new to the streets sleeps rough for a second night**
- 2 to minimise the flow of new rough sleepers onto the streets**
- 3 to ensure that no-one lives on the streets of London**
- 4 to ensure that no-one returns to the streets of London**

Cross-cutting priorities

To work with boroughs and partners:

- 5 to tackle rough sleeping by non-UK nationals**
- 6 to improve partnership working around enforcement**
- 7 to meet the physical and mental health needs of rough sleepers**
- 8 to tackle hidden or mobile rough sleeping**
- 9 to help ensure the availability of appropriate accommodation, including emergency accommodation**
- 10 to enhance the service offer from faith and community based organisations**
- 11 to maintain and improve the collection of data about rough sleeping**

Rough Sleeping Commissioning Framework, July 2015

1.a Context

- 1.1 The main responsibility for providing or commissioning relevant services for rough sleepers is at a borough level. The GLA's role is to use its funding to complement and supplement this work, by commissioning services that are pan-London or enable greater co-ordination between boroughs and relevant partners. To this end, the GLA funds and commissions a range of services to contribute towards meeting the Mayor's aim of tackling the scourge of homelessness.

- 1.2 This service, along with all the other key pan-London rough sleeping services commissioned by the GLA, sits under the pan-London Rough Sleeping Commissioning Framework 2016. Tenderers must address the priorities in the framework, which will form an appendix to the contract that is issued to the service provider. These are summarised above and outlined in more detail in the document itself.

1.b Purpose of this document

- 1.3 This document sets out Good Practice Guidance for the delivery of services under the Social Impact Bond for rough sleepers.
- 1.4 This document is not intended to specify the services required as the SIB is based on achieving defined outcomes. However the Good Practice Guidance sets out minimum expectations in delivering services to the cohort of rough sleepers either directly or through sub-contracting arrangements.
- 1.5 This document will form a Schedule to the contract that is issued to the service provider.

2 Workforce

2.a Staffing

- 2.1 The service provider will ensure that those employed have the appropriate skills, qualifications and competencies to deliver a quality service to those with a rough sleeping background who will have a range of additional support needs.
- 2.2 The service provider will ensure that staff are properly supported, supervised and trained.
- 2.3 The service provider will be responsible for all employment issues and will ensure that they:
- comply with any legislation prohibiting discrimination in any form
 - obtain enhanced disclosures from the Disclosure and Barring service (DBS) in advance of the engagement of relevant staff under the service
 - ensure that staff are not on the Safeguarding Vulnerable Adults /Safeguarding Children register
 - ensure that a minimum of two written references, one of which is from the last employer, is obtained and that the person is legally entitled to work in the UK.
- 2.4 As well as all appropriate professional training, all staff (including management) must be trained in:
- safeguarding children (Children Act 2004)
 - safeguarding vulnerable adults (Safeguarding Vulnerable Groups Act 2006)
 - risk management

- information governance and data protection
- health and safety
- equal opportunities and diversity.

2.b Conduct of Staff

- 2.5 The service provider shall enforce codes of conduct and disciplinary procedures for its staff.
- 2.6 The service provider shall take appropriate disciplinary action against any person employed by the service provider who transgresses such codes and procedures.
- 2.7 The service provider shall inform the service commissioner of any serious or persistent transgressions by staff members who provide the service and shall regularly update the service commissioner on the progress and outcome of actions taken.
- 2.8 The GLA reserves the right under the safeguarding procedures to request the service provider to immediately remove a staff member from the service if:-
- that staff member has failed to disclose any previous criminal convictions (unless exempted from doing so under the Rehabilitation of Offenders Act 1974);
 - the GLA receives a complaint that the staff member has acted in a discriminatory manner in the provision of the service; or
 - the staff member has acted in a manner that has put a service user or other vulnerable person at risk of harm (whether physical, emotional, financial or other harm).

3 Governance

- 3.1 The service provider will ensure that the service is delivered in compliance with the following legislation (not limited to this list), as may be amended from time to time, and has appropriate policies in place to guide staff in working within these laws:
- Equality Act 2010
 - Human Rights Act 1998
 - Homelessness Act 2002
 - Race Relations Amendment Act 2000
 - Policing and Crime Act/Disclosure and Barring Service
 - Civil Contingencies Act 2004
 - Health and Safety at Work Act 1974
 - Safeguarding Vulnerable Groups Act 2006
 - The Children Act 1989, 2004
 - Freedom of Information Act 2000

- 3.2 The service provider will have a range of policies and procedures in place, including but not limited to:
- complaints
 - health and safety
 - staff appraisal, supervision, induction, training
 - staff grievance, disciplinary and capability
 - recruitment
 - lone working
 - managing conflict
 - bullying/harassment/whistle blowing
 - safeguarding
 - incident reporting, including RIDDOR
 - confidentiality
 - service user involvement/consultation
 - assessment and support planning
 - equality and diversity
 - service withdrawal
 - raising issues of concern
 - child protection
 - multi-disciplinary working
 - good neighbourhood
 - non-engagement
 - civil contingencies
- 3.3 The service provider will have a written business continuity plan.

4 Data Protection and Confidentiality

- 4.a Data Protection** - This should be read with consideration to the General Data Protection Regulation (GDPR) which applies from 25 May 2018.
- 4.1 Both the GLA and the service provider have a duty to ensure that information held by the service is held securely and used appropriately in line with the Data Protection Act 1998.
- 4.2 The GLA will act as data controller in respect of all personal information collected and recorded on it behalf through the delivery of the service and the service provider will act as data processors.
- 4.3 The service provider will register with the Information Commissioner as a data processor with regard to this data.
- 4.4 The service provider will be able to satisfy the GLA of its compliance with the standards set out in appendix B at any time.

- 4.5 The service provider (and any other third parties) will be expected to demonstrate accountability for the appropriate assurance of privacy issues involving the processing and sharing of service users' personal and sensitive information.
- 4.6 The service provider will sign up to and comply with the GLA's Rough Sleeper Services Information Sharing Protocol (see appendix A).
- 4.7 The service provider must have policies in place to manage any loss of data, accidental or otherwise. These policies must include details on how the service provider would:
- implement a recovery plan, including damage limitation
 - assess the risks associated with the breach
 - inform the appropriate people and GLA that the breach has occurred
 - review their response and update their information security.

4.b Record keeping

- 4.8 The service provider must keep accurate records of the clients using the service and of clients who have previously used the service.
- 4.9 Records may be stored electronically and/or as hard copies but the service provider must be able to demonstrate that they have policies in place to ensure that records are held securely and staff and volunteers are properly how to handle and store records.
- 4.10 The service provider will ensure that any case management system and other electronic record management system it uses complies with relevant security and data protection standards and that records are regularly backed up.
- 4.11 These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol (see appendix A).
- 4.12 Generally, and in respect of other records kept by the service provider, the service provider must have Information Management policies governing the secure storage of records. These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol and the standards set out in appendix B

4.c Confidentiality

- 4.13 The service provider must have a confidentiality policy and must provide a copy to the GLA upon request.
- 4.14 The confidentiality policy must be compatible with the GLA's Rough Sleeper Service Information Sharing Protocol (see appendix A).

- 4.15 Service users and staff should be advised of the type of information the service provider keeps on record, what can or must be disclosed without their consent, when their consent is needed for disclosure and their rights to see information recorded about them.
- 4.16 Service users should not be asked to sign a blanket, wide ranging consent to disclosure. The confidentiality policy should set out areas where information will be shared and under what circumstances and serves as a record of their consent within these areas. In other cases, the user's consent must be obtained as the need arises. This includes passing information to other agencies.
- 4.17 The service provider must ensure that everyone engaged in the service with access to personal information understands their responsibilities and can demonstrate evidence of compliance with their procedures. This includes employees, volunteers, self-employed workers, consultants or contractors.
- 4.18 The procedure must comply with the Data Protection Act 1998 and any contractual requirements. It should also cover accuracy and consistency of record keeping, security of data, information to service users, and consent for disclosure requirements and identify responsible persons.
- 4.19 Contracts of employment, volunteering agreements, contracts with consultants and others should include a clause making explicit the person's responsibilities for confidentiality and data protection. The confidentiality policy should also cover actions to be taken if a staff member breaches confidentiality by unnecessarily passing on information about a service user.

4.d Whistle blowing

- 4.20 The Public Interest Disclosure Act 1998 provides for the protection of individuals who make certain disclosures of information in the public interest and to allow such individuals to bring action in respect of victimisation following such a disclosure.
- 4.21 The service provider shall produce internal guidelines for staff setting out that:
- it is the responsibility of all staff to act on any suspicion or evidence of abuse or neglect and to pass their information to the responsible person/agency
 - whistle blowers will receive support and protection in accordance with the Act
 - staff can contact the GLA or a relevant regulatory body in situations where they have concerns about operations and the service provided.

5 Safe Guarding and Serious Incidents

- 5.1 The service provider shall prepare its own internal guidelines to protect adults, children and young people from abuse.

- 5.2 These guidelines must be consistent with the GLA's Safeguarding and Serious Incidents Policy, see appendix C.
- 5.3 The service provider shall immediately bring to the attention of the GLA any allegation, complaint or suspicion of abuse by or regarding any service user, whether the suspected abuser is employed by the service provider or by any other person.
- 5.4 The service provider shall prepare its own internal guidelines and procedures with respect to the handling of serious and untoward incidents that occur within or around the service or relate to staff, service users or any other person associated with the service. These must be compatible with the GLA's Safeguarding and Serious Incidents Policy.
- 5.5 The service provider shall record in writing any serious incident that occurs in the provision of the service and report the incident to GLA in line with the procedures set out in the GLA's Safeguarding and Serious Incidents Policy.

6 Complaints and appeals

- 6.1 The service provider should have a Complaints Policy, which should be made available to all enquirers upon request.
- 6.2 The policy should be available to the GLA upon request.
- 6.3 The policy should encourage all forms of service user feedback.
- 6.4 All complaints should be responded to within ten working days.
- 6.5 Complaints should be monitored and regularly reported to the organisation's governing body. Outcomes from complaints should be included within the report.
- 6.6 Complaints and appeals should be monitored in such a way that any potential equality issues can be identified.
- 6.7 Service users should be supported in their decision to make a complaint or appeal a decision by any means appropriate.
- 6.8 The provider must adhere to the GLA's Safeguarding and Serious Incidents policy and every complaint or appeal should be assessed against these.
- 6.9 Complaints which pass through the service provider's complaints and appeals process without resolution should be referred to the GLA.

7 Service user involvement and consultation

- 7.1 It is expected that service users' needs and views should be at the centre of service delivery and development.
- 7.2 Where appropriate service users should be given the following information:
- How to make a complaint.
 - Details of the protection of vulnerable adults policy and how to report any abuse, either received or viewed.
 - Details of the equal opportunities and diversity policy, including requirements on the way they treat others, as well as their rights.
 - Explanation of whistle blowing and how to make this type of report.
 - A copy of their support plan and their needs and risk assessment.
- 7.3 Service users should be involved in all appropriate decisions that are made about their support, including intensity, frequency of visits and duration of support.
- 7.4 Service users should be invited to relevant meetings run by the provider.
- 7.5 The service provider needs to adopt a variety of approaches to user involvement and consultation that may include, but is not limited to:
- Service User produced newsletters;
 - Focus groups based around specific purposes;
 - Qualitative one to one interviews;
 - Telephone feedback; or
 - Annual formal Service User satisfaction survey.
- 7.6 The service provider will be committed to producing visible follow-up on ideas and proposals from service user involvement.
- 7.7 However, service users should not be obliged to attend meetings and other events (including social events) organised by the service provider.

8 Good Practice Standards

- 8.1 The GLA will expect the service provider to take account of published good practice standards where a service user is involved in volunteering.
- 8.2 The GLA will expect providers to take account of good practice standards when sub contracting other providers in particular the Merlin Standards.

9 Communications and intellectual property

- 9.1 The GLA will own all intellectual property rights in any documentation created by the service provider in relation to the SIB. Any third party intellectual property will be owned by the relevant supplier.
- 9.2 The service provider cannot use material produced as part of the delivery of the SIB for publicity purposes without the express consent of the GLA.
- 9.3 Any press releases or any media that include reference to the SIB must first be approved by the GLA.

10 Additional requirements

- 10.1 The GLA is interested in working with the service provider on any ideas for developing the service innovatively at no extra costs or within the existing contract price throughout the contract period.
- 10.2 The service provider may be required to provide the GLA with additional information as requested from time to time.
- 10.3 The service provider is required to work in close partnership with the GLA and be open to new ideas on developing the service throughout the contract period.

SCHEDULE 10 – VERIFICATION PROCESS

The Parties will undertake the following process in order to establish whether Outcomes are Verified Outcomes.

1. Prior to the end of each month, the Service Provider shall submit the fully-completed Outcomes Claim Spreadsheet to the Authority via email. The Service provider shall upload supporting evidence for each Outcome to CHAIN. All supporting evidence shall comply with Eligibility Criteria and Evidential Requirements.
2. The Authority shall review each Outcome including the supporting evidence and shall provide the Service Provider with an indicative assessment relating to those Outcomes, which it believes on an interim basis to be Verified Outcomes (hereinafter the “Interim Outcomes”).
3. The Authority shall submit the Interim Outcomes to DCLG within two weeks following the end of the quarter.
4. Where DCLG confirms that the Interim Outcomes amount in its opinion to Verified Outcomes, the Authority shall inform the Service Provider which specific Outcomes have been deemed Verified Outcomes.
5. Following notification by the Authority as per 4 above, the Service Provider shall render an invoice to the GLA in relation to the Verified Outcomes.

Where the Authority and/or DCLG decides that a claimed Outcome is not an Interim Outcome or a Verified Outcome:

1. the Authority shall communicate its and/or DCLG’s decision to the Service Provider and the Service Provider shall be given reasonable opportunity to provide further evidence in accordance with the Eligibility Criteria and Evidential Requirements; and
2. following the Authority’s assessment of the further evidence, the Authority shall provide its final decision to the Service Provider.

SCHEDULE 11 - ELIGIBILITY CRITERIA AND EVIDENTIAL REQUIREMENTS

1. Introduction

This document sets out the eligibility criteria for the outcome payments for each metric, together with the evidence required to make the payment.

The GLA will require evidence to be supplied by providers for the payment of each outcome. The GLA will produce templates (see self-certification forms in Schedule 3) on which providers can supply key information on each outcome and certify that the information submitted is correct. Supporting evidence will be required and this must be uploaded to Combined Homelessness And Information Network (CHAIN) for payment to be made.

It will be essential for providers to keep detailed records, as the GLA will carry out regular audits to check the evidence that underpins each payment. It is envisaged that these audits will be carried out on a spot basis, although there may also be more comprehensive audits on a particular outcome metric or over a specific period. The GLA will issue monitoring and audit guidance prior to contract commencement, including a copy of the template. For payments to be made the relevant information must be uploaded to CHAIN. Quarterly contract monitoring meetings will take place and any queries in relation to outcome payments will be discussed and agreed.

Providers are required to make contact with an individual before any outcome payment is made. Although providers can make first contact with individuals during the preparation period (between the end of the standstill period and contract commencement) no outcomes payments will be made for activities during this period. Eligibility for outcome payments will start from the contract commencement date. However, where rough sleepers enter accommodation prior to contract commencement this will help providers achieve sustaining accommodation outcome.

Providers will be expected to make appropriate interventions to achieve the outcomes; however, there will be circumstances where interventions by other agencies may have a greater impact on the outcome. Ultimately the aim of the SIB is to ensure that the outcomes are achieved through a combination of interventions, including those of other agencies.

Providers will be expected to keep in contact with individual members of the cohort, either directly or through other services. For instance, providers will be expected to know where an individual lives to be able to claim sustainable accommodation outcome payments.

Apart from the general wellbeing outcome, each outcome can only be claimed once per client. For example, if an individual abandons accommodation (or the valid start date otherwise resets) before achieving the 3-month sustainment period then any subsequent accommodation must achieve an additional 3 months' sustainment before being eligible to claim the 3-month sustainment accommodation outcome.

In the final 6 months of the contract only outcome payments for sustainment outcomes can be made (See Schedule 3 for a full list of outcomes available in the final 6 months).

Detail on payments that can be collected for each individual and the self-certification forms are included in Schedule 3 for reference.

2. Cohort

The majority of the cohort (around 2/3s of the overall cohort) will be drawn from CHAIN based on the following criteria.

- have been recorded on the CHAIN database as having six or more bedded down street contacts during the past five years; and
- have at least one support need recorded on CHAIN

Local Authorities and other partners will be approached prior to the commencement of the SIB to provide additional members of the cohort to ensure that the cohort reaches the proposed numbers. However all referrals will have to meet the minimum criteria for inclusion within the cohort at the start of the project which are as follows:

- **aged over 18,**
- **single or not living with their family;**
- **not pregnant and no dependent children in their care,**
- **homeless as defined in the homelessness legislation,**
- **a history of rough sleeping (seen rough sleeping at least 6 times over the last two years),**
- **at least one support need recorded on CHAIN.**

As per the Department for Communities and Local Government (DCLG) guidance outcome payments cannot be claimed for any of the below groups:

- people with no recourse to public funds
- people aged under 18

The cohort will be supplied by contract commencement and will be a minimum of 175 clients.

3. Summary of Outcomes

The GLA will make payment only on the achievement of the following outcomes:

Outcome	
Accommodation	Entering accommodation
	3 months in accommodation
	6 months in accommodation
	12 months in accommodation (stable accommodation only)

	18 months in accommodation (stable accommodation only)
	24 months in accommodation (stable accommodation only)
Better managed needs	General wellbeing assessment x3
	MH entry into engagement with services
	MH sustained engagement with support for six months
	Alcohol misuse entry into alcohol treatment
	Alcohol misuse sustained engagement with alcohol treatment for 12 weeks
	Drug misuse entry into drug treatment
	Drug misuse sustained engagement with drug treatment for 12 weeks
Entry into employment	Improved education/training
	Volunteering/self-employed 13 weeks
	volunteering/self-employed 26 weeks
	Part time work 13 week
	Part time work 26 week
	Full time work 13 weeks
	Full time work 26 weeks

Entry into and sustained accommodation

All accommodation provided must be suitable. The statutory homelessness guidance¹ provides guidelines on considering suitability and we would recommend providers use these guidelines in securing accommodation.

¹ <https://www.gov.uk/government/collections/homelessness-guidance>

The following do not count towards the entry into accommodation at any stage:

- hospitals². This includes
 - emergency admission for treatment
 - planned admission for treatment
 - admission into an acute psychiatric hospital³
- prison⁴

1. First contact with the individual and entering accommodation

A provider will need to have established 'first contact' with an individual from the cohort before any outcome payment can be made. First contact would normally be on a face to face basis, but could involve a telephone call/email contact under some circumstances. It could also involve working with the key agency (or bringing together the key agencies) that has/have direct contact with the individual, rather than the SIB provider itself having this contact. The evidence for first contact will be based on a certification made by the provider, although the GLA reserves the right to seek other evidence including that from other service providers or the individual in receipt of the SIB service. Following first contact a provider can then work with an individual to achieve their first accommodation outcome i.e. moving an individual into accommodation or another outcome.

2. Payment overview – entry into accommodation

An individual will be deemed to be entering into accommodation if they enter any accommodation and remain in any accommodation for at least one night and the evidence for this is attached to the CHAIN (license agreement, AST etc). When a client is already in accommodation before working with the SIB provider, this outcome can only be claimed if the accommodation is improved, e.g. move from winter shelter into a hostel. Entry into accommodation outcome can only be claimed once.

3. Payment overview - sustainment in accommodation 3- 6 month

Following the first contact with a provider and entry in accommodation, the provider can then work with an individual to achieve their first sustainment accommodation outcome i.e. moving an individual into stable accommodation or helping them sustain their existing hostel accommodation for 3 / 6 months from the point of first contact (only hostel and stable accommodation can merit payment i.e. sustainment in b&b or temporary accommodation cannot be claimed for).

Bedded down contacts three and six month sustainment

To claim for three to six month sustainment there should be no more than four bedded down street contacts during each three month period. The achievement of the accommodation outcomes will provide the trigger for the payment for the

² Where an individual retains their eligible stable accommodation whilst in hospital, then they should be treated as living in stable accommodation.

³ Where admission is part of a treatment plan for a mental health condition then this may be eligible for a 'sustained engagement with mental health services' outcome.

⁴ Where an individual is taken into custody, but retains their eligible stable accommodation, then they should be treated as living in stable accommodation.

outcomes. The three and six-month sustainment in accommodation outcomes can only be claimed once. Payments for the longer-term sustainment (12 months +) can only be made for clients in stable accommodation.

Where the bedded down street contacts exceed this number then the sustainment period is reset either to the start of the sustainment period or to the start of the three-month period (where the bedded down street contacts were during the three to six month sustainment period).

4. *Payment overview - sustainment in accommodation 12, 18 and 24 months*

The 12-month sustainment payment can only be made once for access to stable accommodation for a given individual (see below for details). The initial 12-month sustainment payment can include the period where the client is in hostel accommodation. For example, an individual could have been in hostel accommodation for a full eight months and then moves into an assured shorthold tenancy at the start of the nine month. In this example the individual would only then need to be stable accommodation for a further three months before the 12-month sustainment outcome could be claimed. However, the 12 month sustainment target cannot be paid where an individual remains in hostel accommodation past 12 months until they enter into stable accommodation.

The payments for the 12, 18 and 24 months' sustainment periods can only be made once i.e. where an individual abandons their accommodation after 18 months and returns to rough sleeping and is subsequently re-accommodated within 14 days (see sustaining accommodation section below for more information).

Types of accommodation

In order to achieve 12, 18 and 24-month sustainment payments the individual needs to have been in accommodation for 12 months, and have moved into stable accommodation types outlined below at any point. The definition of independent stable accommodation will be based on the type of tenure held by an individual. The following types of tenure will generally define stable accommodation:

- an assured tenancy (periodic or fixed term)
- an assured shorthold tenancy (periodic or fixed term)
- a secure tenancy

A tenancy indicates that stable accommodation is provided as it grants the tenant certain legal rights and there are specific grounds for possession. There are exceptions where a tenancy isn't required which are detailed further in this section of the document.

A licence agreement does not grant an occupant any legal rights apart from those written into a contract. A licence agreement can be terminated by giving reasonable notice. The purpose of a licence agreement is to give landlords the flexibility to end

the arrangement at very short notice or to move people from their accommodation (e.g. from one room to another or from one property to another).

Where a local authority has accepted a duty under homelessness legislation and has accommodated a household in temporary accommodation then this situation will not be treated as stable accommodation. Individuals may be accommodated in temporary accommodation under a non-secure tenancy, a licence, or an assured shorthold tenancy, depending on the nature of the arrangements. All temporary accommodation for households that are either being assessed or accepted as homeless under homelessness legislation falls outside the definition of stable accommodation.

To receive a payment a provider must supply a signed copy of the tenancy agreement or have a copy available to evidence.

The sustainment targets from 12 months can only be claimed where the client is in one of the following accommodation types and relevant evidence supplied and attached to CHAIN:

- general needs social housing
- private rented sector housing (including shared accommodation/HMOs, where the individual has their own room and a tenancy agreement of at least six months).
- tied accommodation
- properties on contractual tenancies issued by fully mutual co-ops
- living with friends (where the individual is not treated as a tenant)
- living with family (parents or other family members) where they have their own room (or share with partner or family member), and the household is not overcrowded
- lodgings, where the individual has a room of their own, and a written agreement with the landlord, and where the arrangement is for at least six months
- Specialised supported housing, where this is an appropriate option.
- a care home, where this provides a home for life, and is not for emergency or short-term care (e.g. rehab for substance misuse, or an inpatient treatment centre)
- assisted living accommodation
- a hospice where an individual moves into a hospice as their permanent home, as it is intended to provide a home until the person dies

The following types of accommodation can be counted provided that they are located on a fixed site (e.g. caravan park or mooring) to receive a payment a provider must supply evidence of a written agreement:

- mobile home
- boat

Further information for where tenancy agreement is not required for payment

a. Living with friends or family

Living with family and friends will include:

- living with friends (where the individual is not treated as a tenant)
- living with family (parent/s or other family members)

Where an individual lives with family and friends, there are circumstances where this option can be treated as living in stable accommodation, even though a tenancy is not granted. For this option to be treated as stable accommodation the individual must have exclusive occupation of their own bedroom (this can include sharing their bedroom with a partner or a family member). The individual will be expected to have their own bed and not sleep on a sofa/sofabed in a communal room.

To receive a payment the provider must use a standard GLA template to certify that an individual is living with friends or family with exclusive occupation and provide the address.

b. Care homes

A care home includes:

- a care home providing social care registered with the Care Quality Commission (CQC)
- a care home providing nursing care registered with the Care Quality Commission (CQC)

Care homes will generally issue a licence agreement to residents as staff require unrestricted access to bedrooms to provide the care. Where a care home provides a home for life then this accommodation can be defined as stable. However, if a care home is intended to provide short-term rehabilitation (e.g. a drug and alcohol service) or respite care then it would not be defined as providing stable accommodation.

To receive a payment the provider must supply a copy of the occupancy agreement issued by the care home and a copy of the aims and objectives statement of the care home.

c. Hospice

A hospice is an accommodation based service where an individual goes to die. Where an individual moves into a hospice as their permanent home then it can be treated as

providing stable accommodation, as it is intended to provide a home until the person dies. Where an individual receives respite care at a hospice, and they retain their stable accommodation, then they should be treated as living in stable accommodation.

The provider should supply a copy of the occupancy agreement (or other relevant documentation) issued by the hospice.

d. Imprisonment

Where an individual is taken into custody they should be treated as living in stable accommodation, where they continue to retain their eligible accommodation.

Where an individual is convicted of an offence, and placed in prison, they should not be treated as living in stable accommodation even though they may continue to retain their accommodation. This is because prison would become their main place of residence.

The provider must update the CHAIN record and provide information on the GLA template where an individual is convicted of an offence.

e. Lodger

Where an individual is living in lodgings, in a room of their own, then they can be treated as living in stable accommodation provided that they have a written agreement with the landlord and the arrangement is for at least six months.

To receive a payment a provider must supply evidence of a written agreement.

Sustainment of accommodation

Where an individual has sustained their accommodation for the 12, 18 and 24 month periods, the provider will be eligible for a payment for each period, subject to the circumstances set out below.

To receive a payment a provider must use the standard GLA template to certify where the individual is living at the time of the claim, as well as evidence of any moves during the stability period. Providers will be expected to keep in contact with individuals, either directly or indirectly, during the sustainment periods and provide a continuous record of accommodation.

Moving from one stable option to another

Individuals can move from one stable accommodation option to another, with this arrangement being treated as continuous provided the moves are planned, there is a gap of no more than 14 days between departure and arrival at the new tenancy, and the type of accommodation is applicable for the outcome. For instance, if an individual moves from a six month fixed term AST to another stable accommodation option, then the period of sustainment should be combined.

Where either:

- the client makes any unplanned moves during the sustainment period (e.g. following an eviction), or;
- the client moves and there is a gap of more than 14 days between departure and arrival at the next tenancy.

Then the period of sustainment between the previous and the next outcome would then need to be achieved from the start of the new accommodation. For example, if the 6-month sustainment of accommodation outcome was achieved in January 2016, and there was then a 4-week gap in accommodation from 1 March to the 28 March, then the new start date would be the 28 March. The 12-month accommodation outcome could therefore be claimed 6 months from the 28 March.

However, several moves would indicate that the accommodation obtained is not stable (e.g. landlords may have issued notices for anti social behaviour or staying with friends/family did not work out). Therefore, where an individual moves more than four times between stable accommodation options during the first 18 months, then they would not be treated as living stable accommodation. The period of sustainment would have to be reset back to the 6-month sustainment outcome, at the fourth move between stable accommodation.

Where an individual has lived in stable accommodation for more than 18 months and then moves between stable accommodation options more than twice, prior to the 24-month period, then the sustainment period will not have been achieved. The sustainment period must be reset from the start of the 18-month period at the third move between stable accommodation.

Providers must provide evidence of these moves. This evidence will either be in the form of a tenancy agreement or a certification that an individual has been living with friends/family.

Already living in stable accommodation

An individual can also be considered to be sustaining accommodation if the accommodation they were previously living in, that was unsuitable, has now become suitable due to the work of the provider.

Bedded Down Street Contact post 12 months sustainment

Where an individual has been verified as living in stable accommodation for more than 12 months there should be no more than one bedded down street contact during each six-month period or two bedded down street contacts during a 12-month period.

Where the bedded down street contacts exceed this number then the sustainment period is reset (provided that the individual has accessed stable accommodation) either to the start of the sustainment period or to the start of the 12-month period (where the bedded down street contacts were during the 12 to 18 month sustainment period).

5. Outcomes payments for sustained accommodation in the final six months of the contract

Outcomes payments for sustainment can be claimed for the final six months (April – Oct 2021). For example, where an individual has lived in stable accommodation for ten months on 31 March 2021, then an outcome payment can be claimed for sustainment at 12 months but not at 18 months. Where an individual has lived in stable accommodation for 15 months on this date, for example, an outcome can be claimed where the accommodation is sustained for 18 months. See Schedule 3 for more information.

Better managed needs

General wellbeing assessment

As part of the SIB the DCLG are seeking to measure the overall general wellbeing on the cohort throughout the SIB. Therefore, three wellbeing payments will be paid out following the completion of a wellbeing assessment using the Warwick Edinburgh Wellbeing Scale (see Schedule 11 appendix). Achievement of this outcome will not require an improvement in reported wellbeing, but considering changes in reported wellbeing alongside achievements in other outcomes, may form part of the evaluation of the project, and this information should be recorded.

As part of a successful programme of intervention, on-going assessment of clients' needs will be key and there should be continual assessment and monitoring of client's progress.

The first assessment must take place and be claimed within three months of initial engagement with the client, and there must be a minimum of six months between each assessment. Payment for this assessment cannot be made in the final six months of the contract.

Entry into engagement with mental health services

An outcomes payment will be paid out for those clients with a mental health support need on CHAIN following an initial assessment with either a GP or a mental health specialist (such as a psychiatrist). This can include a psychiatrist or psychologist within a drug and alcohol treatment service. Self-diagnosis, or diagnosis by a non-health professional will not be eligible for an outcomes payment.

A letter from the mental health service provider/GP or treatment provider will be required or a certification by the provider using the GLA self-certification form to submit a claim for this outcome. In achieving this outcome an individual should also be registered with a local GP.

This outcome can only be claimed once and cannot be made in the final six months of the contract.

Sustained engagement with mental health support

An individual will be eligible for an outcomes payment after a 6-month continuous period of engaging with mental health support. This could include:

- inpatient treatment
- psychological therapy service
- specialist mental health service
- community mental health services
- cognitive behavioural therapy (CBT)
- peer support

- social prescribing

Due to the diverse nature of mental health conditions, there is no set definition for 'support'. Providers should work with individuals to develop a plan. Providers are then responsible for ensuring that individuals are continuing to engage with their plan across the 6 months. Where possible providers should look to engage with relevant local health services, so that a clinical perspective can be incorporated into the approach taken.

Where an individual has been diagnosed with a mental health condition which requires formal treatment, then this should be the basis of their plan. In such cases providers, should ensure that individuals are attending their appointments, and taking medication as required.

Where an individual has been discharged from mental health services earlier than the 6-month point, but were up to that point being supported through the SIB, then they are still eligible for an outcome payment where a GP appointment or discharge confirms they do not need further medical care for a mental health issue.

A letter from the mental health service provider/GP or treatment provider will be required or a certification by the provider using the GLA self-certification form to submit a claim for this outcome.

Entry into alcohol treatment

The entry into alcohol treatment outcomes, payment will be paid out following the start of a structured treatment intervention for an individual with an alcohol support need recorded on CHAIN and diagnosed with an alcohol misuse problem.

This outcome can only be claimed once, and cannot be claimed alongside the drug outcome. This outcome cannot be claimed in the final six months of the service.

The definition of 'structured alcohol and drug treatment' is that it consists of a comprehensive package of pharmacological and/or psychosocial interventions provided as part of keyworking or case management approach. Structured treatment should be reported to the National Drug Treatment Monitoring System (NDTMS) by the alcohol treatment provider as a tier 3 or 4 treatment as defined by models of care⁵. It requires a comprehensive assessment of need, and is delivered according to a recovery care plan, which is regularly reviewed with the client.

Alcohol support services such as drop-in, peer support and outreach advice are not structured treatment and are therefore not eligible to trigger the outcome payment.

Sustained engagement with alcohol treatment

The sustained engagement with alcohol treatment outcomes payment will be paid out following 12 weeks of continuous engagement with a structured alcohol treatment programme. If an individual enters into treatment, but then

⁵ <https://www.alcohollearningcentre.org.uk/Topics/Latest/Models-of-Care-for-Alcohol-Misusers-MoCAM/>

subsequently drops out before achieving the 12-week sustainment outcome, then they would need to be supported to sustain treatment for a further 12 weeks before being eligible for an outcome. This payment can only be claimed once.

If an individual successfully completes alcohol treatment within the 12 weeks, then the SIB provider is also eligible for payment, however a letter will be required from the treatment provider to confirm treatment has been completed successfully

Where an individual is in treatment for both alcohol and drug misuse whilst they should be supported to achieve both outcomes the provider can only submit an outcome claim for sustainment in drug treatment.

Entry into structured drug treatment

An entry into drug treatment outcomes can only be made for an individual with drug support need recorded on CHAIN . Payment will be paid out following the start of a treatment intervention at a tier 3 or 4 level as defined by models of care⁶. This outcome can only be claimed once and cannot be claimed in the final six months. If an individual enters into treatment, but then subsequently drops out before achieving the 12-week sustainment outcome, then they would need to be supported to sustain treatment for a further 12 weeks before being eligible for the sustainment outcome.

Drug services and support such as drop-in, needle exchange, peer support and outreach advice services are not structured treatment and are therefore not eligible to trigger the outcome payment.

Sustained engagement with drug treatment

The sustained engagement with drug treatment outcomes payment will be paid out following 12 weeks of continuous engagement with an intervention at a tier 3 or 4 level excluding community based prescribing. This payment can only be claimed once.

Where an individual is in treatment for both drug and alcohol misuse whilst they should be supported to achieve both outcomes the provider can only submit an outcome claim for sustainment in drug treatment.

Entry into and sustained employment

Contact with individual

Providers must engage with an individual over employment or volunteering before an outcome payment can be made for this metric. Some individuals, who want to move into employment or volunteering, may already be living in stable accommodation whilst others will be living in temporary accommodation or hostel accommodation. The accommodation status of the individual is not relevant for payment under this metric, although stable accommodation will provide a firmer platform on which to obtain employment.

⁶ www.nta.nhs.uk/uploads/nta_modelsofcare_update_2006_moc3.pdf

Where an individual is already in employment at the start of the programme then the 13 and 26 week periods should start from the point of first contact, or where first contact was prior to contract commencement, unless the individual has been employed for a continuous period longer than 26 weeks in which case the individual is ineligible.

Employment payments cannot be collected for individuals who are employed abroad.

Payment overview of employment and training

A payment can be made for each employment outcome, but only once. This means that an individual can move from voluntary work to part time employment and then onto full time employment, with a payment made for each 13 or 26-week outcome. It can also work the other way, for example where an individual moves from full time to part time work and then onto voluntary work, or any other combination.

It will be possible to claim outcomes for employment and volunteering concurrently. So where an individual is volunteering for 8 hours a week, and is employed, then two outcome payments can be claimed. It will be possible to claim for volunteering and self-employment. However, it will not be possible to claim for any combination of self employment, part time and full time employment at the same time.

If an individual leaves one job to start another, and there is no gap in employment, then both jobs can count cumulatively. If an individual is made redundant and has been made, and has accepted, another offer of employment within 31 days, then this can also count towards an outcome cumulatively. The individual does not need to have started the new employment within 31 days, but during the time they are unemployed the count of time towards outcome measures will be frozen, and will not restart until they start the new employment.

If there is a gap of more than 31 days between leaving one job and accepting a new job then the sustainment period will reset to the previous outcome achieved (or to the start of the first outcome). For example if an individual was employed for 20 weeks and was then unemployed for 2 months before starting a new job they would need to be employed for another 13 weeks before they would be eligible for the 26 week employment outcome.

Outcome payments can be claimed where an individual's employment situation is improved. (E.g. an individual working part-time is supported into full-time work). In the final six months, only sustainment outcomes can be claimed.

Improved education & training

An outcome payment will be paid on the completion of any vocational or academic qualification recognised in the Ofqual Regulated Qualification Framework. This includes Awards, Certificates and Diplomas at Entry level or above.

The qualification must entail a minimum of 20 guided learning hours (GLH).

Where an individual was enrolled on an eligible course prior to joining a cohort any units already completed cannot be counted towards the 20 GLH. This means that an

outcome payment will not be made where an individual has already started this qualification.

This outcome can only be claimed once.

All qualifications must be accredited and have a Qualification Accreditation Number (QAN) that can be checked on Ofqual Register of Regulated Qualifications database. This includes qualifications delivered by a provider or a partner organisation.

Where a client is enrolled on an apprenticeship the provider can claim both the employment/volunteering outcomes and the training outcomes if they each meet the relevant outcome requirements.

Volunteering 13/26 weeks

To receive payment under this metric a volunteer must carry out at least 6 hours voluntary work a week (this can be averaged over the 13 and 26-week period, provided that the minimum is met). Where the individual was volunteering prior to being referred into a cohort then this cannot be counted towards an outcome.

Normally an individual will volunteer for a charity or a not for profit organisation (e.g. registered social landlord). However, there may be circumstances where an individual is placed with a company to receive work experience, which can also be treated as volunteering. Any placement must conform to the recognised volunteer good practice code and must include:

- A clear role description
- Supervision by a paid member of staff
- A letter confirming volunteering or placement or contract.

Unless there is evidence that these elements are in place then the provider will not be eligible for payment. Consideration must also be given to the requirements of claiming JSA and other welfare benefits where relevant.

Employment 13/26 weeks

Where the individual was employed prior to being referred into a cohort then this employment cannot be counted towards an outcome. However, outcome payments can be claimed where an individual's employment situation is improved. (E.g. an individual working part-time is supported into full-time work).

A payment can be made for each employment outcome, but each employment outcome can only be claimed once. This means that an individual can move from voluntary work to part time employment and then onto full time employment. However, once both the 13 weeks and 26 weeks full time employment outcomes have been claimed, it is not possible to claim any further full time employment outcomes.

It will be possible to claim outcomes for employment and volunteering concurrently, provided these are different activities. So, where an individual is volunteering, and is employed, then two outcome payments can potentially be claimed.

It will not be possible to claim for employment and self-employment independently as they are the same outcome. Where both are being undertaken concurrently or alternately

then the hours of each can be combined to achieve the hours and weeks necessary for the sustained employment outcome payment.

Payments can be claimed upon completing 13 and 26 weeks, with the relevant hours.

a. Part time employment

A part time worker is someone who works less than a full-time worker. For this metric, a part time worker is someone who is employed between 8 and 24 hours a week.

Evidence must be provided that an individual is employed. This will usually be in the form of a copy of the individual's payslip and/or employment contract.

Consideration must also be given to the requirements of claiming JSA and other welfare benefits where relevant.

b. Full time employment

Full time employment is defined as someone who works a minimum of 25 hour a week.

c. Zero Hours contract

To make a claim on Zero hours contract the client must work between 104-325 hours over the 13-week period or 208-650 hours over the 26-week period for part time, and over 325 hours over 13 weeks or over 650 hours over 26 weeks for full-time.

If a client is on a zero hours contract, we will allow the number of hours worked over the period to be averaged out, as above. However, to ensure continuity at least 8 hours must have been worked in every month making up either the 13 or 26-week period. Where a claim has any weeks where less than the minimum number of hours were worked (8 for part-time and 25 for full time), this client must be on a zero hours contract.

The GLA will also monitor the number of clients on zero hour contracts and expect these clients to be supported to obtain more stable forms of employment.

Self-employment 13/26 weeks

Where someone is self-employed there must be evidence about their self-employment. This can be in the form of a self-assessment tax return or receipts/invoices for the self-employed work carried out. To qualify, an individual must work at least 8 hours per week as self-employed (this can be averaged over the 13 and 26 week periods). Where the number of hours cannot be established then income equivalent to at least 8 hours at the minimum wage will be used as the payment threshold.

It will not be possible to claim for employment and self-employment independently as they are the same outcome. Where both are being undertaken concurrently or alternately then the hours of each can be combined to achieve the hours and weeks necessary for the sustained employment outcome payment.

Payments can be claimed upon completing 13 and 26 weeks, with the relevant hours.

Where the individual was self-employed prior to being referred into a cohort then this self-employment cannot be counted towards an outcome.