

Dated 4th December 2014

Between

The London Borough of Tower Hamlets

- and -

Thames Reach Housing Association Limited

**Agreement for the provision of an Outreach Service
to Rough Sleepers in the Borough of Tower Hamlets**

INDEX

Clause	
1	Definitions
2	Interpretation
3	Term of this Agreement
4	Status of Contractor
5	Novation and Subcontracting
6	Lead Officer and Authorised Officer
7	Provision of the Services
8	Staffing
8A	TUPE
9	Safeguarding children and vulnerable adults
10	Records and Information
11	Data Protection Act
12	Confidentiality
13	Complaints
14	Equal Opportunities
15	Health and safety
16	Insurance
17	Financial arrangements
18	Fraud and Prevention of Bribery and Corruption
19	Best Value and continuous improvement
20	Monitoring and review procedures
21	Performance
22	Disputes
23	Ending this agreement
24	Enforcing this agreement
25	Contracts (Rights of Third Parties) Act 1999
26	Notices
27	Changes to this agreement
28	Law and jurisdiction
29	Severability
30	The Council's role as a local authority Attestation
Appendix A	Service Specification
Appendix B	Contractor's Response

THIS DEED is made on this 4th day of December 2014

BETWEEN

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Mulberry Place, 5 Clove Crescent, London E14 2BG (the "Council") of the one part; and

(2) **Thames Reach Housing Association Limited** (Industrial and Provident Society No. 24377R) whose registered address is situate at Employment Academy, 29 Peckham Road, London SE5 8UA (the "Contractor") of the other part.

WHEREAS

- (A) The Council wishes to procure the supply of an Outreach Service to Rough Sleepers in the Borough of Tower Hamlets and the Contractor has tendered and agreed to provide the same in accordance with the terms of this Agreement and the Contract Documentation;
- (B) The Council enter into this Agreement pursuant to their power under section 2(1) of the Local Government Act 2000 and all other enabling powers.

1 Definitions

Agreement – means the Contract Documentation

Contract Documentation – means jointly these terms and conditions of contract, the documents contained within the appendices and any other documents referred to herein.

Contract Sum – means the payment of £225,000 per annum made to the Contractor by the Council in accordance with clause 17 and in consideration of the Contractor's performance of the Services.

Contractor's Response – means the Contractor's written response to the Council's Service Specification describing how they will perform the Services as set out in Appendix B.

DPA – means Data Protection Act 1998

FOIA – means the Freedom of Information Act 2000

London Living Wage – means an hourly rate of pay updated annually and calculated by the Greater London Authority (or its replacement or equivalent as the case may be).

Services – means the provision generally of an Outreach Service to Rough Sleepers in the Borough of Tower Hamlets in accordance with the Contract Documentation.

Service Specification – means the Services the Contractor shall provide as set out at Appendix A.

Service User – means a person living or working within the Borough of Tower Hamlets who uses or benefits from the Services.

2. Interpretation

In this Agreement, unless the contrary intention appears:

- 2.1 Words in the singular include the plural meaning and words in the plural include the singular meaning;
- 2.2 References to days, months or years mean calendar days, months or years unless stated to the contrary;
- 2.3 References to clauses and appendices mean clauses or appendices to this Agreement unless stated to the contrary;
- 2.4 Headings are for reference only and do not affect the meaning of this Agreement;
- 2.5 Reference to any act, regulation, code of practice or statutory order includes any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and
- 2.6 In the event of any conflict between the clauses of this Agreement and the other documents comprising the Contract Documentation, the wording of this Agreement shall take precedence.

3 Term of this Agreement

- 3.1 This Agreement will commence on 14 April 2014 and will continue until 13 April 2016 unless terminated earlier in accordance with clause 23 (or any other right in this Agreement) or extended in accordance with clause 3.2 below (the "Term");
- 3.2 This Agreement may be extended by mutual agreement of the Parties on one occasion and for no longer than 12 months.

4 Status of Contractor

- 4.1 In carrying out the Services under this Agreement, the Contractor is acting as a direct provider.
- 4.2 During the Term, the Contractor will be an independent contractor and not the Employee of the Council. The Contractor will be responsible for financial management, performance management, employment matters, staffing and day-to-day service delivery.
- 4.3 This Agreement does not prevent your organisation from entering into similar agreements with other organisations.

5 Novation and subcontracting

- 5.1 The Contractor must not transfer, novate or subcontract this Agreement or any part thereof without the prior written consent of the Lead Officer.
- 5.2 If consent is given under clause 5.1 then the Contractor shall remain accountable and liable at all times for the performance of this Agreement and the obligations herein.

5.3 The Council may transfer, novate, sub-contract this Agreement or any part thereof by giving the Contractor reasonable notice.

5.4 The Contractor shall continue to provide the Services until such time as the Lead Officer agrees in accordance with clause 5.1 above.

6. Lead Officer and Authorised Officer

6.1 The Lead Officer for the Council shall be Janet Slater, Service Manager Options, Albert Jacob House, 62 Roman Road, Bethnal Green E2 OPG, or such other person as notified to the Contractor from time to time.

6.2 The Authorised Officer for the Contractor shall be notified to the Council in writing from time to time.

7 Provision of the Services

7.1 The Contractor shall provide the Services fully in accordance with this Agreement and with all the skill and care expected of a competent provider of similar Services.

7.2 The Contractor shall comply with and satisfy as a minimum:

7.2.1 Any codes of practice relevant to the provision of the Services, including but not limited to those laid down in this Agreement or those issued to the Contractor from time to time; and

7.2.2 all applicable laws.

7.3 The Contractor shall have in place a Quality Assurance Policy, the contents of which shall be kept up to date, in accordance with best practice and the reasonable directions of the Council. The Contractor shall produce quarterly reports in the agreed format which shall include all outcomes as required under this Agreement.

7.4 The Contractor shall send any new or revised policies or procedures to the Council in a timely fashion.

7.5 In the event that the Contractor intends to merge with another organisation or transfer any of its business to another organisation, the Contractor must give notice of this within 10 days of the decision.

7.6 The Contractor shall inform the Lead Officer within 10 days if, as a result of any misconduct or mismanagement your organisation is responsible for, a regulatory organisation carries out an inquiry into, or makes any kind of order in relation to, the affairs of the Contractor. The Contractor shall inform the Lead Officer within 10 days if any registration that the Contractor must hold to provide any of the Services is withdrawn or cancelled, or is threatened to be withdrawn or cancelled.

8 Staffing

8.1 During the Term the Contractor shall ensure it has sufficient levels of staff to provide the Services, notwithstanding authorised and unauthorised absences of staff.

- 8.2 If a member of staff is absent, and this absence is authorised, the Contractor shall use best endeavours to ensure that the Services are provided.
- 8.3 If a member of staff's authorised absence is long term, the Contractor shall inform the Lead Officer so that a course of action may be agreed. An absence is considered long term if an employee has been, or is expected to be, away from work for 20 working days.
- 8.4 The Contractor shall ensure that employees and agents (including volunteers) who are involved in carrying out the Services carry appropriate identification at all times, and that they are suitably trained to provide the Services. As a minimum, they must have received appropriate training concerning:
- the task or tasks they will carry out;
 - the rules, procedures and standards that govern the provision of the Services; and
 - all relevant regulations, orders and acts, and relevant health and safety at work matters.
- 8.5 If the Council reasonably believes that one of the Contractor's employees or agents is acting in a way which may harm or be detrimental to the way in which the Contractor provides the Services, the Contractor shall deal with the matter by following the Contractor's disciplinary procedures.
- 8.6 If the Council request that the Contractor deals with such a problem under the Contractor's disciplinary procedure, the Council may ask the Contractor to ensure that the person concerned is not involved in providing the Services while the matter is being investigated under your disciplinary procedure.
- 8.7 In the event the Contractor does not follow the Contractor's disciplinary procedure or does not ensure that the employee concerned is not involved in providing the Service in accordance with 8.6 above, the Council may terminate this Agreement with immediate effect.
- 8.8 The Contractor hereby agrees that it shall pay its employees who are ordinarily resident in London and who carry out the Services at least the London Living Wage.

8A TUPE

- 8A.1 The Contractor shall on receiving notice of termination of this Agreement or on request from the Council or at such times as required by the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") (whichever occurs earliest) provide in respect of any person engaged or employed by the Contractor in the provision of the Services, a list of such persons engaged or employed with any information required by the Authority, including information as to the application of TUPE to the employees (the "Staff List"). The Contractor shall notify the Council of any material changes to this information as and when they occur.
- 8A.5 The Council shall be permitted to use and disclose the Staff List for informing any tenderer or other prospective replacement contractor for any services that are substantially the same type of services as (or any part of) the Services.

- 8A.6 The Contractor warrants that the Staff List will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Staff List.
- 8A.7 The Contractor shall ensure at all times that it has the right to provide the TUPE information under Data Protection legislation.
- 8A.8 The Council regards compliance with this clause 12A as fundamental to the Agreement and failure to comply in respect of the provision of accurate information about the employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this clause shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Contractor's failure to comply (the Contractor hereby agreeing that such sum equates to a genuine pre-estimate of the loss which would be suffered by the Council in those circumstances).
- 8A.9 The Council shall indemnify and keep indemnified in full the Council against all employment liabilities relating to any person who is or has been employed or engaged by the Council in connection with the provision of any of the Services arising from or connected with any failure by the Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the termination date.
- 8A.10 The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any service provision change (as defined by TUPE) as a consequence of any subsequent transfer will be fulfilled.

9 Safeguarding children and vulnerable adults

- 9.1 The Council is committed to protecting children and vulnerable adults. The Contractor shall meet the Council's Adult Protection Policy and Procedure and Child Protection Policy and Procedure (receipt of which is hereby acknowledged) if the Contractor provides the Services to people under 18 or vulnerable adults, and employs staff or volunteers who:
- care for, train, supervise or are responsible in any way for children or vulnerable adults; or
 - have access to records or information about people under 18 or vulnerable adults.
- 9.2 The Contractor shall ensure that all staff, agents, workers and volunteers providing the Services or coming into contact with the Service User in the provision of the Services, have received an enhanced Disclosure and Barring Service (DBS) check. For new staff, agents, workers and volunteers, the Contractor shall be in receipt of the enhanced disclosure before recruiting or engaging them.
- 9.4 The Contractor shall ensure that the DBS enhanced disclosures for all staff, agents, workers and volunteers are renewed every three years.

- 9.5 The Contractor shall carefully consider any matters revealed by the DBS enhanced disclosures, and not offer a job or post to, or continue to employ or engage, any person who may be unsuitable to work with children aged under 18 or vulnerable adults. If a person is recorded on any of the lists included in the DBS enhanced disclosure, they are considered unsuitable to work with children and vulnerable adults.
- 9.6 The Contractor shall provide the Council with documents that demonstrate that the Contractor meets the required legal guidelines on making arrangements to protect and promote the welfare of children under section 11 of the Children Act 2004.
- 9.7 Both Parties consider the requirements in this clause 9 to be conditions of this Agreement and any breach thereof shall give the Council the right to terminate this Agreement with immediate effect.

10 Records and information

- 10.1 The Contractor shall collect, maintain and provide to the Council any information the Council reasonably requests to enable the Council to monitor the Services and the performance thereof.
- 10.2 The Contractor shall provide the Council with any documents or information requested to enable the Council to comply with the FOIA.
- 10.3 Subject to clause 11.1 below, the Contractor shall not withhold any information concerning the Services or the provision of the Services from the Council.
- 10.4 In the event that a request for information is received under the FOIA concerning the Services, the Lead Officer will consult the Contractor and, at their sole discretion, decide whether the information should be disclosed.
- 10.5 The Contractor shall provide all other information we reasonably request, to enable the Council to assess, maintain and protect the safety and wellbeing of the Service Users.
- 10.6 Subject to clause 11.1 below, the Contractor shall allow at all reasonable times the Lead Officer or anyone authorised to act on the Council's behalf, to inspect the Services and any information or records concerning the Services.
- 10.7 The Contractor shall provide the Council with an annual report on the Contractor's activities to demonstrate how they relate to the aims and objectives of the Contractor, including any relevant statistics concerning the number of people or groups who have benefited from the Services.
- 10.8 The Contractor shall provide all information, records, documents and data under this clause 10:
- within six weeks of the request; or
 - by the deadline reasonably imposed by the Council; whichever is earlier.

11 Data Protection Act

- 11.1 The Contractor shall at all times comply with the requirements of the DPA.

12 Confidentiality

- 12.1 This Agreement and any information received pursuant to it is confidential, unless such disclosure is required by law or both Parties give written consent (such consent not to be unreasonably withheld).
- 12.2 The restrictions in clause 12.1 above will not prevent either of us from revealing to each other (or to any other person) confidential information about a Service User if this is in the Service User's best interests, or if it is necessary to protect the health, safety or wellbeing of the Service User or the general public. The Contractor must use reasonable endeavours to obtain the consent of the Service User before disclosing the information.

13 Complaints

- 13.1 During the Term, the Contractor shall follow the Council's Complaints Procedure at all times and shall do all it reasonably can to ensure that Service Users know of their right to make representations or complaints under your system.
- 13.2 Every three months from the date of this Agreement, the Contractor shall inform the Council of how many complaints the Contractor has received, what the complaints were about, whether the complaint was upheld and details of any action the Contractor has taken as a result of the complaints.
- 13.3 On receiving a complaint, the Contractor shall inform the complainant of their right to raise the complaint with the Council in the event that they are not satisfied with the outcome of the Complaints Procedure.
- 13.4 The Council shall have the right to directly investigate any complaints that the Contractor receives. Subject to clause 11, the Contractor shall give the Lead Officer full access to all relevant documents, files and information. The Contractor shall allow the Lead Officer to interview any employee, agent or volunteer working for the Contractor, or any member of the Contractor's management committee to assist in carrying out the investigation effectively.
- 13.5 Upon the Council receiving a complaint in respect to the Services or the Contractor, the Council may refer it to the Contractor. In that event, the Contractor shall then investigate the complaint within a reasonable timescale and provide the Council with a full investigation report and details of any action the Contractor will take or has taken. The Council considers 20 working days to be a reasonable timescale.

14 Equal Opportunities

- 14.1 During the Term, the Contractor shall regularly review update, maintain and at all times comply with its Equal Opportunities Policy, as set out in Appendix B.
- 14.2 The Contractor shall comply with all anti-discrimination laws, regulations and codes of practice including Employment Equality (Age) Regulations 2006, Equal Pay Act 1970, Race Relations Act 1976 (as amended), Sex Discrimination Act 1975 (as amended), Disability Discrimination Act 1995, Human Rights Act 1998, Equalities Act 2010 and the CRE Code of Practice for Employment.
- 14.3 The Contractor shall comply with the practical guidance, recommendations and advice contained in the Code of Practice for the Elimination of Racial

Discrimination and the Promotion of Equal Opportunity in Employment issued by the Commission for Racial Equality in accordance with Section 47 (1) and (7) of the Race Relations Act 1976 (as amended) (the "Code"). The Equal Opportunities Policy shall comply with the guidance, recommendations and advice contained in paragraphs 1.1, 1.2 and 1.3 of the Code or any guidance, recommendations and advice that supersedes this and is included in the Equality Act 2010. The Contractor shall comply with any sections of the Equality Act 2010 that supersede those referred to above.

15 Health and Safety

- 15.1 The Contractor shall comply with the Health and Safety at Work Act 1974 and any regulations made under the act.
- 15.2 During the Term, the Contractor shall maintain and comply with a health and safety policy which satisfies all legal and best practice requirements.

16 Insurance

- 16.1 The Contractor shall maintain with a reputable broker sufficient levels and types of insurance cover and indemnify the Council in respect to all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect to the provision of the Services and resulting from:
 - 16.1.1 injury to or death of any person;
 - 16.1.2 loss or damage to any property; and
 - 16.1.3 all other loss, damage or liability which may arise out of the act, failure to act or negligence of the Contractor or anyone acting for the Contractor to carry out the Services under this Agreement.
- 16.2 The Contractor shall take out and maintain all insurances necessary to cover the Contractor's potential liability in providing the Services. The Contractor shall, upon request from the Lead Officer, provide the Council with copies of the current certificates of insurance.
- 16.3 The Contractor shall take out and maintain a sufficient level of professional indemnity insurance specifically for providing the Services.

17 Financial arrangements

- 17.1 In consideration for providing the Services fully to the standard required by the Contract Documentation and achievement of the agreed outcomes within the Service Specification, the Council shall pay to the Contractor the Contract Sum in accordance with the remainder of this clause 17.
- 17.2 The Contractor shall keep and maintain proper financial records and accounts which clearly show how the Contract Sum has been spent. The Council shall have the right to inspect the Contractors' financial records, and the Contractor shall send the same to the Lead Officer with 15 days of receiving a request.
- 17.3 The Contractor shall send to the Lead Officer a completed project report at the end of the Term or at such intervals as the Lead Officer will decide, in an agreed format and detailing the outcomes and findings of the project.
- 17.4 Subject to clauses 17 and 20 below, the Council shall pay the Contract Sum on a pro rata basis on a quarterly basis.

17.5 All sums due under this agreement, unless the subject of a bona fide dispute, shall be paid by the Council within 30 days of the Council receiving a proper invoice or by the due date, whichever is the later. If a bona fide dispute exists in relation to any part of an invoice, the Council will pay the undisputed amount until such time as the dispute is resolved when it will pay any balance properly due within 30 days of resolution of the dispute.

17.6 As the Contractor will be receiving public funding, the Contractor shall have their accounts fully audited each year by a chartered or certified accountant. The audit shall involve testing the evidence provided for relevant amounts shown in the financial statements. It must also include an assessment of the main estimates and judgements that the Contractor's management committee made when preparing the financial statements, and confirmation of whether the accounting policies used are:

- appropriate to the Contractor's circumstances;
- applied consistently; and
- explained fully.

17.7 The Contractor shall send to the Lead Officer the financial statements or audited accounts within 28 days of them being completed, and not later than six months after the end of the Contractor's financial year. Failure to comply with this clause 17.7 may result in the Contract Sum being withheld.

17.8 In accordance with section 37 of the Local Government and Housing Act 1989, the Contractor's accounts covering the financial years during the Term must clearly show:

- the amount of money the Contractor has received from the Council;
- details of how the money has been used; and
- which department or section of the Council provided the money.

17.9 The Contractor acknowledges that this Agreement is being funded by grants to the Council by government. As such, this funding may be suspended, withdrawn or reduced on short notice and this may result in a reduction of the Services. In such circumstances, both Parties will act reasonably and work together in order to determine where such savings can be made. In the event that continuation of the Service provision is untenable, then clause 23.3 shall apply.

18 Fraud and Prevention of Bribery and Corruption

18.1 The Contractor shall inform the Lead Officer immediately upon becoming aware of a suspected fraud or financial irregularity in connection with the Contractor or the Services.

18.2 If the Contractor shall have:

18.2.1 offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:

18.2.1.1 doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement with the Council or in respect of any other agreement with the Council; or

18.2.1.2 showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other Agreement with the Council;

18.2.2 or if the acts referred to in clauses 18.2.1.1 or 18.2.1.2 have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether or not the acts were performed with or without the knowledge of the Contractor)

18.2.3 or if in relation to this Agreement or any other agreement with the Council the Contractor shall have or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward to any officer of the Council

then the Council shall be entitled to terminate this Agreement forthwith and recover from the Contractor the amount of any loss resulting from such termination and damage to the Council's reputation.

19 Best Value and continuous improvement

19.1 The Council has a statutory duty to comply with the Best Value requirements as prescribed by the Local Government Act 1999, including the duty to seek continuous improvement.

19.2 The Council sets targets and local performance standards for Council services and, as a result, the Council will review the Services performed by the Contractor every year.

19.3 As a result of this review process, the Council reserves the right to change the Service in order to meet its Best Value targets and local performance standards. The Council will consult with the Contractor during this process.

20 Monitoring and review procedures

20.1 The Council shall monitor the Services and review the aims, available resources, activity levels, performance (outcomes and targets) and the Quality Assurance Policy.

20.2 On a monthly basis, the Contractor shall provide all the monitoring information the Council reasonably requests.

20.3 The Contractor shall regularly monitor and review the Services and prepare regular reports for monitoring and review meetings. The Contractor shall keep the necessary administrative and record-keeping systems required for monitoring, reviewing and planning the Services.

20.4 The Contractor shall develop and maintain appropriate systems and methods for asking Service Users their opinions of the Services. The Council may additionally interview Service Users to obtain their views. The Contractor shall assist the Council in organising such interviews. The Lead Officer may visit the Contractor's offices at least once a year to monitor the Services, consider reports, review progress, assess work and set up future plans and targets. The Contractor shall make available all relevant documents, books, information and files that the Lead Officer requires to do this effectively.

- 20.5 The Lead Officer will give reasonable notice of the documents, books, information and files they wish to inspect. Following the monitoring visit, the Lead Officer may write to the Contractor with details of any areas of concern arising from the visit, and any further action required.
- 20.6 The Contractor shall allow the Council to visit the Contractor's offices and projects and attend management committee meetings (with the right to speak but not to vote). In addition, the Contractor shall attend quarterly monitoring meetings with the Lead Officer and report information as requested.

21 Performance

- 21.1 During the Term, the Contractor shall provide the Services fully in accordance with the Contract Documentation. If the Contractor is having, or is expecting to have, difficulties providing the Services, the Contractor shall inform the Lead Officer immediately.
- 21.2 The Lead Officer will support the Contractor in trying to identify solutions to deal with any difficulties in providing the Services. If a solution cannot be agreed, or the Contractor continues to provide the Services below the standard required by the Contract Documentation, or if the Council is not satisfied with the Contractor's progress towards achieving the outcomes of the Services, or if the Contractor does not meet any of the terms of this Agreement, the Council may at their sole discretion:
- 21.2.1 Request that the Contractor find solutions to the problems which both Parties agree to. These solutions must deal with the problems within the timescale the Council dictates, and without further charge or Price variation;
- 21.2.2 Withhold payment of the Contract Sum;
- 21.2.3 Terminate this Agreement by giving the Contractor reasonable (in the circumstances) written notice.
- 21.2.4 Provide the Services (either directly or through another organisation) until the Council is satisfied that the Council will provide the Services to the agreed standard. The Council shall withhold any payments of the Contract Sum to the Contractor during this time; and
- 21.2.5 Request that the Contractor immediately transfer any assets leased or bought with the payments of the Contract Sum made to the Contractor by the Council. If the Contract Sum does not cover the whole cost of any assets, the Council will ask the Contractor to return the assets or sell them and give to the Council an reasonable and proportionate amount of the money from such sale.

22 Disputes

- 22.1 If there is any dispute about this Agreement which in the opinion of the Council is capable of remedy, the Parties shall attempt to settle it by negotiation, through a meeting of both the Lead Officer and the Authorised Officer and any other relevant people. The outcome of the meeting must be recorded in writing. If the dispute is still not settled within 14 days of the date of the meeting, the Council will issue a formal notice of dispute. This notice will give details of the dispute and request that the Council's Lead Officer and the Authorised Officer settle the dispute in line with 22.2 below.

- 22.2 Both Parties will be represented by a person who is authorised to settle the dispute and who has no direct day-to-day involvement in the relevant matter. No mediation (as set out in clauses 22.3 and 22.4) or legal action (as set out in clause 22.5) shall commence until 21 days after formally asking the other side for a negotiated settlement of the dispute.
- 22.3 If the dispute is not settled by negotiation within 21 days the Parties shall attempt to settle the dispute by mediation in line with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.4 To commence mediation, one Party shall first give the other written notice (and send a copy to CEDR) asking for mediation in line with clause 22.3. The Parties shall agree an independent mediator. If the Parties are unable to agree on a mediator within seven days of the notice under this clause 22.4, CEDR will name a mediator. The cost of the mediation will be shared between the Parties as directed by the mediator.
- 22.5 Either Party may refer any dispute to a court of law, but only after both Parties have used reasonable endeavours to settle the dispute by negotiation and mediation.

23 Ending this Agreement

- 23.1 Either Party may terminate this Agreement during the Term by giving at least six weeks written notice in the event that the other Party is not meeting their responsibilities under this Agreement, unless the matter is being dealt with under clause 22 above.
- 23.2 If the Lead Officer reasonably believes that the Contractor, its employees or anyone else acting for the Contractor has committed or is committing fraud or misusing funds or damaging the Council's reputation in any way, the Council may serve on the Contractor written notice of its intention to terminate this Agreement. If the Lead Officer is not satisfied with the response or the Contractor fails to respond in writing within 14 days, the Council may at their sole discretion terminate this Agreement immediately by giving your organisation written notice. The Council may in addition recover from the Contractor any sums or payments of the Contract Sum made in advance.
- 23.3 The Contractor acknowledges that this Agreement is being funded by grants to the Council by government. As such, this funding may be suspended or withdrawn on short notice. In this event, the Council may be required to terminate this Agreement and in such circumstances the Council will give not less than three month's written notice to the Contractor of the termination.

24 Enforcing this Agreement

- 24.1 A failure by the Council to enforce any of the clauses of this Agreement does not mean that the clauses do not apply, does not affect the Council's right to enforce any of the clauses and does not affect the enforcement or validity of this Agreement in any way.

25 Contracts (Rights of Third Parties) Act 1999

- 25.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

25.2 If the Council grants consent for the Contractor to subcontract all or part of this Agreement, any such subcontract shall contain clauses granting the Council rights under the Contracts (Rights of Third Parties) Act 1999 and the Contractor indemnifies the Council accordingly.

26 Notices

26.1 Any demand, notice or other communication necessary under this Agreement will be suitably served if it is handed to the person it is addressed to, if it is sent by prepaid first-class recorded delivery post, by telex, e-mail or fax to their registered office or last-known address. It can be assumed that the person the notice is addressed to has received it on the second business day after the date the notice was posted, or 24 hours after it was sent by e-mail, fax or telex, unless they can prove otherwise.

27 Changes to this Agreement

27.1 Any changes to the clauses of this Agreement and/or the Contract Documentation shall be agreed between both Parties and made in writing.

28 Law and jurisdiction

28.1 English law and the jurisdiction of the courts of England and Wales will apply to this Agreement.

29 Severability

29.1 If one or more of the clauses of this Agreement are, or become, invalid or unenforceable under any law, the remainder of this Agreement will continue to apply.

29.2 If this happens, the Council will negotiate a change to the clause so that it becomes valid.

30 The Council's role as a local authority

30.1 Nothing in this Agreement will affect the Council's rights, powers, duties and responsibilities relating to the Council's work as a local authority.


IN WITNESS WHEREOF this document has been executed and delivered as a deed the day and year first before written

**EXECUTED AS A DEED BY
THAMES REACH HOUSING
ASSOCIATION LIMITED
ACTING BY**

JEREMY SWAIN
.....
Name and
Signature of Director

Signature: 

BILL TIPMAN
.....
Name and
Signature of Director

Signature: 

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF TOWER HAMLETS** was
hereunto affixed in the presence of:



Authorised signatory



AB12/14/268

APPENDIX A
(Service Specification)

Tower Hamlets Assertive Rough Sleeper Outreach Service

1. Local Authority Context

The London Borough of Tower Hamlets' vision is set out in its refreshed Community Plan 2020 'to improve the quality of life for everyone living and working in Tower Hamlets. At the heart of the new Community Plan is the idea of **One Tower Hamlets**. This is about reducing the inequalities that exist in the borough and bringing local communities closer together.

The borough's new priorities have been developed under four new themes:

- A great place to live - including housing, transport and waste
- A prosperous community – covering learning, worklessness and enterprise
- A safe and supportive community – bringing together support for the most vulnerable residents with community safety issues
- A healthy community – including public health, access to primary care and mental health.

The Council is committed to end rough sleeping in Tower Hamlets by the end of 2012. This pledge reflects both the Mayor of London's promise of reducing rough sleeping across the capital to zero and the commitment made by nine other inner London boroughs.

Tower Hamlets local authority's priorities around rough sleeping are reflected above and in the Homeless Strategy 2008- 2013 where it commits to:

'Ending rough sleeping as an enduring local problem, providing targeted, proactive services able to engage both with new rough sleepers and those with enduring and complex needs.'

'Developing services as a targeted and accessible resource for those with housing and support needs from all our local communities and populations through coordination and joint working between HOST, Outreach Services and Day Centres, and operation of a reconnections policy, increasingly focussing access to hostel accommodation on local needs through an integrated access point, with a much more structured management of remaining cross authority provision.'

The aims of the Council's commissioned services that work with rough sleepers are to ensure that in Tower Hamlets:

- No one spends a second night sleeping rough
- No one lives on the street
- No one returns to sleep on the street
- And ultimately no one arrives on the streets.

The Council will achieve its aim by:

- Dedicating the proposed level of resources required
- Funding an integrated and streamlined set of services for rough sleepers
- Ensuring strong partnerships exist to provide a coordinated, holistic and targeted approach to various rough sleeping populations (backed up with written protocols)
- Ensuring the hostel sector can accommodate and sustain the most complex rough sleepers
- Exploring new and creative ways of working with rough sleepers
- Advocating for structural and environmental changes to reduce hotspots
- Ensuring all stakeholders are signed up to our key messages.

2, Rough Sleeping and Hotspots Context

Official Rough Sleeping Street Counts and intelligence from the outreach services indicate that over the past 12 months the number of people sleeping out on any given night is between 10 and 15 people, sometimes with little overlap of clients between each count. The street contact figures on CHAIN report that over 160 new people each year are contacted sleeping rough in the borough. There are also a number of long-term entrenched rough sleepers requiring specialist support, and a notable and transient group of rough sleepers with no local connection and no recourse to public funds that sleep rough in Tower Hamlets.

The street scene and the demographic of those sleeping rough in the borough can change rapidly. Whilst there are a number of regular 'hotspot' areas of people sleeping rough in groups there are also new areas that spring up suddenly as a one off and therefore the situation on the street requires constant monitoring and responding to, as needs arise.

3. General Service Specification

3.1 Description of the Service

This specification is for the delivery of an assertive outreach service for rough sleepers in Tower Hamlets. The primary aim of the Service is to support all rough sleepers off the borough streets through comprehensive assessments of strengths and needs and into appropriate housing and treatment options, and to directly or indirectly reconnect those who have no connection to the borough back to their areas or origin.

The Borough has adopted an assertive outreach model to engage with rough sleepers. Assertive outreach means adopting a persistent approach where outreach workers maintain frequent contact with individual rough sleepers which is not time limited. This work will at times be in conjunction with Enforcement agencies including the THEOs, Metropolitan Police and UKBA. Within this approach there are four clear objectives: to deliver a clear message to all rough sleepers that sleeping rough is dangerous and unacceptable in the borough; to encourage every rough sleeper with a local connection to Tower Hamlets to

accept a suitable accommodation offer; to encourage new rough sleepers to access the NSNO assessment hub; to reconnect, or support the reconnection of those with a local connection to other boroughs or countries.

The Service will conduct rapid assessments and refer clients to appropriate pathways off the streets as quickly and efficiently as possible constantly looking for innovative solutions both within and outside the Borough. It will also support former rough sleepers to sustain their accommodation when they first move in and if, and when they are at risk of eviction. A key element of this Service is to move

3.2 Outcomes

The key outcomes for this service are to engage with rough sleepers through the aforementioned approach to:

- Ensure that 100% of all new rough sleepers are given the message and offered the NSNO assessment hub (unless they have a confirmed local connection to Tower Hamlets or are referred to London Reconnections Team).
- Ensure that 100% of all new rough sleepers are supported off the street before they spend a second night rough sleeping.
- Reduce and sustain the number of entrenched rough sleepers with a local connection to Tower Hamlets to zero.
- Reconnect 100% of rough sleepers with no local connection to Tower Hamlets to their home boroughs.
- Refer 100% of all rough sleepers with no recourse to public funds to the London Reconnections Team and assist in their reconnection through partnership working.
- Ensure that no more than 10% of people helped into accommodation return to the street.

If the targets are consistently not met the Council reserves the right to withdraw part of all of the allocated funding for the year within which the targets are not met.

3.3 Aims and Objectives

The aim of the Service is to provide an outreach team that works to:

- Reduce the number people sleeping rough in Tower Hamlets to as close to zero as possible.
- Ensure the delivery of a reliable, innovative service that provides value for money
- Improve the health of Rough Sleepers
- Ensure that services are developed, delivered and reviewed in consultation with Rough Sleepers and the Council.

3.4 Service Principles

Principles applicable to the service:

- Rough Sleepers should be treated as individuals and their dignity, independence and social inclusion should be promoted.
- The Rough Sleeper's gender, sexual orientation, age, disability, race, religion, culture should be acknowledged and respected.
- Rough Sleepers should be given the maximum possible choice of services with the resources that are available to meet their needs.
- Rough Sleepers are entitled to confidentiality within the context of a clear operational confidentiality policy and compliance by the Service with in the information sharing protocols within the Council and legal framework (Data Protection Act 1998).
- Consideration should be given to residents, visitors and the business community in the borough so that distress caused by anti-social behaviour and the impact on the quality of life issues is minimised by clear 'good neighbour' protocols and actions.

3.5 Client Group

The service is primarily for all persons who are 16+ years and who are:

- Sleeping rough (including new arrivals from out of area)
- Sleeping rough with complex needs and who are entrenched
- Intermittently sleeping rough
- Squatting as an alternative to sleeping rough
- Sleeping in tents, cars and other vehicles
- Former rough sleepers at risk of becoming homeless and sleeping rough again.
- Rough sleepers involved in street activity including street based drug use, street drinking and begging across Tower Hamlets.

3.6 Service Objectives

The objectives of the Services are to:

- Engage with clients at street level, assess their needs, motivate them into a change of lifestyle, and refer them on to accommodation and specialist support. If required, assist them to settle during the transition period from street to accommodation.
- Be aware of the impact of rough sleeping on the community, and thereby work in partnership with the Council and enforcement agencies, e.g. the Police, THEOs and UKBA to assist with appropriate community safety objectives. This will include working with enforcement agencies to disrupt the development of rough sleeping communities.
- Provide support to clients who do not fit into current patterns of service delivery, with time-limited packages of support to dovetail them into services.

- Provide innovative and effective approaches to assisting rough sleepers with complex needs to move into accommodation and remain housed.
- Provide an assertive reconnection service to ensure rough sleepers who have a connection outside of Tower Hamlets successfully return to the borough where they can access services.
- Provide support to those housed and rough sleeping, to return to their accommodation.
- At the request of the Street Population Coordinator and HOST manager, provide support to former rough sleepers who are at risk of eviction, abandonment or exclusion from their accommodation.
- Contribute to strategic issues relating to rough sleeping and the street population.

3.7 Service Description

The Service will provide the following services, contact, assessment, care and interventions to achieve the objectives listed under Section 3.6 above,

- Identify hot spots where groups of rough sleepers converge and lead on developing a robust plan to manage and remove it.
- Lead on multi-agency interventions and where necessary plan enforcement action, including reconnections.
- Develop a close working relationship with NSNO and put forward recommendations on how NSNO message and services within the borough can be improved.
- Take an assertive approach in encouraging and referring all new rough sleepers without a confirmed local connection to Tower Hamlets, to NSNO assessment hub .
- Undertake short interventions, referral and signposting to resolve the accommodation and other support needs of rough sleepers, including utilising the borough's assessment beds.
- Provide a detailed and robust assessment of every rough sleeper's accommodation and support needs, produce a high level action plan for every rough sleeper and make referrals in to appropriate accommodation, floating support, and drug/ alcohol advice and treatment and/or other services.
- The Service must provide a high level action plan for each client.

- Provide innovative approaches, including personalised budgets to support entrenched rough sleepers into accommodation or treatment services and to remain housed.
- Work in tandem with the mental health outreach specialist to assess and support clients with poor mental health into accommodation and other support services.
- Ensure that rough sleepers with a local connection to the borough can make a smooth transition from hospital into accommodation. This will include participating in the Hospital Pathways pilot, providing assess and support to Tower Hamlets rough sleepers at time of discharge and providing advice to the hospital personal to ensure other rough sleepers reconnect to their home boroughs.
- Ensure the Council's rough sleeping outreach work creates an integrated model of support to rough sleepers with day centre and reconnection services.
- Participate in the Council's Rough Sleeping Tasking and Targeting meetings, Operation Ark Tasking Meeting; Care Planning meeting; RL Hospital Pathways meeting, client case conferences, cross borough meetings, good practice forums, and other meetings at the request of the Street Population Coordinator.
- The Service will attend and assist London Borough of Tower Hamlets with its bi-annual street count and at the request of the Street Population Coordinator, provide intelligence and hot spot head counts to build up a full picture of who is sleeping rough in the borough.
- Provide additional outreach support during the activation of the Council's Severe Weather Emergency Protocol (SWEP).
- Work closely with other Councils and commissioned services to:
 - Reconnect rough sleepers without a local connection to Tower Hamlets, to their home borough.
 - Where Tower Hamlets clients are sleeping out with the aim of reconnecting them to Tower Hamlets.
 - To reconnect rough sleepers who have a history of sleeping out in Tower Hamlets, to reconnect to the country of origin.
- The Service shall ensure that they identify, track and maintain accurate records of all rough sleepers in Tower Hamlets, including the use of CHAIN database and Local Authority CDP database when using Tower Hamlets hostels and making referrals for HOST clients.

3.8 Partnership Working

The Service will demonstrate strong leader, an ability to lead on initiatives, and develop effective partnerships with a range of statutory and third sector agencies.

The Service will work closely and lead the work with other departments and service providers within and outside the borough to ensure a collaborative and integrated approach to supporting rough sleepers to leave the street and retain accommodation. These services will include: building based day services for rough sleepers, the DIP outreach team, accommodation providers, Health providers, Community Mental Health services, Substance Misuse and Alcohol services, Housing Options, Community Safety, Tower Hamlets Enforcement officers, Metropolitan police, UK Border Agency, hostel providers, building day services, reconnections teams, No Second Night Out services and other outreach providers, Tower Hamlets Street Population Coordinator.

These relationships are crucial to the success of multi-agency support packages offered to rough sleepers and the joint initiatives undertaken between support and enforcement agencies. Joint outreach shifts with other Tower Hamlets services and enforcement agencies will be an expectation of this Service.

In addition, the Service will provide the continued facilitation of Acceptable Behaviour Agreements (ABAs) and the progression of Anti-Social Behaviour Orders (ASBOs). Outreach workers may be expected to provide evidence in court as required by London Borough of Tower Hamlets.

The Service will also assist in the establishment of a streamlined service for rough sleepers from street into accommodation and thus, close working relationships with Tower Hamlets commissioned day services and hostels is essential.

Tower Hamlets Council has commissioned the London Reconnection Team with the aim of providing a supported reconnection services to non-UK national rough sleepers primarily from the European Union. The Service will need to work in partnership with the London Reconnection Team and operate on joint outreach sessions to engage with EU rough sleepers.

The Service will be expected to conduct joint outreach shifts with outreach teams in other boroughs at the request of the Street Population Coordinator. The aim of this work will be to encourage rough sleepers with a local connection to Tower Hamlets to take up a service within Tower Hamlets.

3.9 Provision of the Service

Referrals

- The Service will be accessible by telephone during office hours: Monday – Friday from 9 am to 5pm.
- It will access referral on a 24 hour basis via:
 - 24 hour phone line run directly or in partnership with another provider.
 - Website
 - E-mail.

- Referrals will be checked, recorded and acted on daily either directly or in partnership with NSNO.
- Referral agencies will include, but are not limited to: other outreach teams/ agencies, the Dellow Centre, Safer Neighbourhood Teams, park wardens, the general public.

Outreach shifts

The Service shall offer a service at accessible and appropriate locations to cater for the group served.

- Offer a flexible service, which will include outreach shifts that cover early mornings and late nights every week. Outreach shifts need to be designed to ensure maximum coverage and ensure it fits in with the principles of NSNO.
- The Service will have the capacity to provide outreach service for those deemed vulnerable on a 24 hour service provision, 7 days a week.
- A common shift pattern in Tower Hamlets run from Sunday mornings to Friday early evenings. The Service shall be available to conduct shifts on Friday evenings and/or Saturdays at the request of the Street Population Coordinator.
- At least 5 outreach shifts should be delivered each week. An example of the shift pattern is shown below:
 - Sunday 5am – 9am
 - Tuesday 6pm – 1am
 - Wednesday 5am – 9am
 - Thursday 6pm – 1am
 - Friday 5am – 9am

The Service shall also provide local office space in the borough to see clients by appointment when required.

Staffing

The team will consist of four full time specialist outreach workers and a lead manager. The lead manager will be expected to have no other duties outside this contract and thus, work full time leading and managing this Service. All staff will be expected to be highly skills and effectively work with rough sleepers with high /complex needs. There is an expectation that each team member is multi-skilled but that there is also a dedicated lead worker in each of the following areas:

- Personalisation
- New initiatives, e.g. Housing First
- Complex Needs
- NSNO

Positive peer role modelling is seen as good practice and added value. Within the paid staff team, traineeships, or in a voluntary capacity the Service shall have former service users involved or employed.

The Street Population Coordinator will have the ability to request changes to shift patterns and personnel.

3.10 Exclusions and Incidences

The Service will provide workers of sufficient competency to provide a range of interventions and thereby limit to a minimum exclusions on the basis of being able to provide an appropriate response.

Clients may be excluded upon the agreement of the Street Population Coordinator and if the results of a Risk Assessment conclude they pose a serious risk to staff, other Service Users and members of the public. The decision to exclude must be clearly recorded and communicated to the Service User and other partner agencies together with the circumstances under which they would be allowed to re-engage with The Service.

Any incidence of serious illness, injury, or death of any Rough Sleeper must be notified by the Service to the Street Population Coordinator immediately both verbally and in writing within 21 hours of the Service becoming aware of the incident. An investigation procedure will be implemented.

3.11 Monitoring requirements

Conditions of Funding and Outputs required

- Run at least 5 evening or early morning outreach shifts, reported on in quarterly reports, that involve utilising partner agencies and innovative ways of developing pathways off the streets during the initiatives.
- Chair and facilitate a mixture of meetings depending on need, including:
- Partner Agency Meetings/ Complex Needs Meetings/ hotspot management meetings across the borough as required by the Street Population Coordinator,
- Become a signatory to the London Borough of Tower Hamlets Information Sharing Protocol.
- Actively participate in the process of progressing appropriate Anti-Social Behaviour Orders (ASBOs) for the client group.
- Participate and lead in official counts and hotspot counts.
- Maintain accurate records of contacts and action taken with all clients.
- Maintain up-to-date, accurate and comprehensive input on CHAIN database.
- Complete monthly summary outcomes form and quarterly reports as directed by LBTH.

Service User Feedback

The Service Provider is expected to have a formal strategy in place regarding User Involvement and be able to demonstrate this in practice. The service

provider will be expected to conduct two customer satisfaction surveys per annum to include a minimum of 10 clients placed in first stage accommodation and 10 clients on the streets.

Monitoring and evaluation

Monitoring will form an integral part of the agreement between the Service and the lead commissioner. The service will be required to attend quarterly monitoring meetings with the lead commissioner and/or the Street Population Coordinator. London Borough of Tower Hamlets will use the information submitted through quarterly monitoring as a basis to review the service.

Providers of these services will monitor and report on the outcomes relevant to the service. The measures will be reviewed regularly and amended as required. The provider of services will be required to develop management information systems that allow the provider to report on performance including service inputs, outputs and outcomes. Service outcomes shall be set and agreed on a quarterly basis with the service provider and reflect the outcomes listed in Section 3.2.

On a continuous basis

- Submit client record forms (on CHAIN) for each new rough sleeper/ street population client using the service
- Update CHAIN database with outcomes that identifies clients who have moved off the streets or have not been seen for more than one month.
- Submit information for each client in the event of a serious incident on the streets.

On a monthly basis

- Provide monthly updates
- Meet with Street Population co-ordinator regarding operational issues.

On a quarterly basis

- Submit Quarterly reports comparing actual performance against agreed outcomes that include: Number of referrals
 - Source of referrals
 - All outcomes, positive outcomes (e.g. into supported accommodations) and disappearances including 205s, Returners and Entrenched clients
 - Caseload numbers
 - Support delivered
 - Number of complex needs clients
 - Number of clients reconnected to boroughs where they have a local connection
 - Number of non-UK Nationals that have been referred to London reconnection team and supported to reconnect to their country of origin
 - Number of satellite sessions at the Dellow Day Centre and where appropriate other local provisions.

- Number of hospital discharge cases, NSNO referrals, hostel eviction prevention cases.
- Review of any SLA/ Operational Protocols/ Partnership Agreements with other LBTH departments and agencies
- Review of new and existing partnerships developed outside the London Borough of Tower Hamlets as well as within the Borough (esp for non-UK nationals and Reconnection and Employment services).
- Summary of outcome based indicators as outlined below in the service description.

On an annual basis

- Complete a financial return for the service
- Complete an annual review

Outcomes & Outputs (measured and reviewed at contract monitoring meetings)

The Service will be expected to report quarterly on:

- Summarising work against expected outcomes as set in Section 3.2 above.
- Overall number of client's engaged - case number or identifier, level/primary type of need, homelessness status, age, ethnicity, gender, sexuality, religion and disability and nature, duration and frequency of engagement.
- Overall number of clients engaged who were not previously known to the service.
- The number of individuals worked with, approximately how much work was needed, the stage of the eviction process, and the outcome.
- Quarterly report on number of clients provided with tenancy sustainment via clearing house
- Current issues for the service including trends, themes and any particular incidents and developments
- Staffing levels, absences and vacancies
- Current issues with regards to joint working
- Complaints and serious incidents including the number of complaints and how they were dealt with; details of serious incidents; exclusions from the service and how they were dealt with.
- Gaps in service.

APPENDIX B
(Contractor's Response)



Service Providers Form of Tender

**TO: LONDON BOROUGH OF TOWER HAMLETS
MULBERRY PLACE
5 CLOVE CRESCENT
LONDON E14 2BG**

Dear Sir or Madam,

I/We the undersigned hereby agree to Supply all materials required to perform the whole of the services as set out in the Specification and in accordance with the other Incorporated documents referred to in Paragraph 1 of the Instructions to Firms Tendering for Provision of Assertive Rough Sleeper Outreach Service for the contract period.

We are willing to Supply the Goods and perform the services at a fixed rates/price in accordance with the Invitation to Tender.

These rates/prices are exclusive of VAT and any other incidental expenses.

I/We hereby agree that our Fixed Price Tender will remain open for acceptance for a period of 90 days from the date hereof.

Full Name of Tendering Firm	THAMES REACH HOUSING ASSOCIATION LTD
Principal Business	Housing Related Support, Street Population and Outreach Services
Address	The Employment Academy 29 Peckham Road London SE5 8UA
Telephone No.	020 7702 4260
Registered Office (if different from the above)	As above
Status in Firm of Signatory	Director

Date: 11th January 2013

Signature on behalf of Tendering Firm



APPENDIX TO FORM OF TENDER

ANTI COLLUSION CERTIFICATE

I/We certify that this Tender is made in good faith and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the award of the Contract:-

- a) communicate to any person other than the Manager, or a person duly authorised by him on his behalf the amount or the approximate amount, of the Tender, or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- b) entering into any agreement or arrangements with any other person that I/We shall refrain from Tendering that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted;
- c) pay, give or offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said Supply any act or thing of the sort described in (a) or (b) above;
- d) obtained or received by; whatever means prior to the submission of this Tender any information concerning the Supply of the Goods and/or Materials, referred to in the Contractual documents, by the Council which is in the Council's opinion confidential.
- e) I/We hereby certify that I/We have not canvassed or solicited and will not in the future canvas or solicit any Member, Officer or Employee of the Council in connection with the award of this Tender or any other tender or proposed tender for the Council and that no person employed by Me/Us or acting on My/Our behalf has done or will do any such act

I/We further certify that the principles described in paragraph (a) - (e) above have been, or will be, brought to the attention of all Sub-Contractors, Suppliers and associated companies providing services or materials connected with the Tender and Contract entered into with such Sub-Contractors, Suppliers or associated companies will be made on the basis of compliance with the above principles by all parties

In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; and "any agreement or arrangement", includes any such transaction, formal or informal, and whether legally binding or not.

Signed:  Name: Audrey Mitchell Date: 11th January 2013

in the capacity of: Director

duly authorised to sign Tenders and acknowledge the contents of this Anti-Collusion certificate for and on behalf of

(in BLOCK CAPITALS): THAMES REACH HOUSING ASSOCIATION LTD

DISASTER RECOVERY PLAN

Contents of Plan

- 1. Policy Statement, Aims & Definition**
- 2. Principles of Dealing with Major Incidents**
- 3. Guidance for all staff**
- 4. Resourcing, Testing & Reviewing the DRP**
- 5. LOCAL MAJOR INCIDENT PROCEDURE:**

Project Template for local/site managers to complete

- Introduction & General Guidance for Staff
- Guidance for First Responder
- Evacuation
- Stay Put
- Acting as a Reception Centre for others
- Critical Staffing Shortages & Summary of local risks

Schedules:

- A. Key Contacts**
- B. Crisis Response Team**
- C. Emergency Contractors**
- D. Accumulated loss of key persons/central functions**
- E. Hierarchy of Services**
- F. MIP Lead Managers Responsible (e.g. shared sites etc)**

Appendices

- 1 - IT System Description and Architecture**
- 2 - Holding Press Release**
- 3 - Letter to service users**
- 4 - Coping with a major crisis**
- 5 - Learning from Major Incidents**
- 6 - Mutual Aid Agreements**

1.0 Policy Statement & Definition

Thames Reach has developed a contingency planning capability to meet the needs of critical supporting operations in the event of a major incident or disaster. A major incident/disaster is any incident which requires the implementation of special arrangements when staff/other resources have been overwhelmed due to the nature or size of the incident.

By planning for such incidents the organisation is more likely to be able to deal with them better and recover from them as quickly as possible. The procedures are documented in this *Disaster Recovery Plan* [DRP or 'Plan'] and shall be reviewed at least annually and updated as necessary. All personnel shall be trained to execute the contingency procedures relevant to their posts. The DRP shall be tested annually with a desk-top exercise or a practice drill to ensure staff are adequately trained, and that any weaknesses can be identified and rectified.

The declaration of a major incident may signal the need to operate services at a reduced "Emergency Level" during the initial aftermath of a disaster, which can sometimes need to continue up to the end of the Recovery Phase. Local Procedures will identify exactly what that means for customers/service users until the Return to Normal Phase.

In the event of an on-going disaster such that services can no longer be delivered at the established Emergency Level, operations will assume a "Critical Level". At this point some projects may need to close for the duration of the disaster and staff may be temporarily redeployed to more essential duties, or shared with other agencies in order to continue to provide critical services. An agreed hierarchy of services will be determined based on risk and need (see SCHEDULE F).

3.0 Guidance for all Staff

- If you are the "first responder", or amongst the first to be informed of or discover a major incident follow the guidance on page 4 of your *local major Incident Procedure*.
- In the event of a major emergency that has a widespread impact on the general public all staff should follow official Government advice and **GO IN, STAY IN, TUNE IN and then CHECK IN**. In these circumstances, it will often be the Government that first provides warning that an emergency is about to occur or is occurring. You can tune in to BBC London on 94.9 fm or <http://www.bbc.co.uk/london>
- All staff should try to contact their line manager or an on-duty colleague to notify management of their whereabouts, to indicate that they are safe (or otherwise), and to indicate whether they are available to assist. **See your LOCAL MAJOR INCIDENT PROCEDURE for more detailed guidance if you are caught in an incident.**

3.1 Declaring a Major Incident

Declaring a major Incident allows the organisation to deploy resources in whatever way is necessary in order to best deal with the circumstances.

Following the discovery of a major incident the Chief Executive will be immediately informed. If unable to contact the Chief Executive, the most senior available member of staff will deputise until s/he can be relieved. The senior person notified, normally the Chief Executive or a senior manager, will take the decision to declare a major Incident and implement the *Disaster Recovery Plan*.

The major Incident procedure will be "stood down" by the Crisis Response Team [CRT] once the recovery process is considered underway and the CRT determines it is safe to return to normal operating procedures.

3.2 Crisis Response Team

The CRT should comprise a small group who have authority that is easily recognised by most people in the organisation. They are responsible for coordinating all the contingency planning necessary in the event of a major incident and keeping the Chief Executive and Chair of the Board informed of the situation.

The CRT may be supplemented by any other employee as directed by the CRT or Chief executive, but will not normally exceed a membership of four. Permanent members of the Crisis Response Team will be:

CRT Members

Director of Operations (Chair)
Director of Finance & Central Services
IT & Communications Service Manager

Post-holder

John Crowther
Christine Smith-Gillespie
Val Cohn

Substitutes

James Francis
Pauline Jobson
Andrew McCulloch
and Mike Nicholas

3.4.3 Emergency Contractors

Following damage to premises, repair work should be commissioned as soon as possible by the local manager responsible in consultation with the CRT, insurers, and any relevant third parties (e.g. owning RSLs; office landlords). The reaction time of suppliers of telecoms, electricity, gas and water, etc. will be of paramount importance.

A list of contractors who can react to our needs with the minimum of delay can be found in **SCHEDULE E**. A list of any additional local emergency contacts for local/established contractors must be attached to Schedule E (Local Section) as part of every local Major Incident Procedure.

3.4.4 Deliveries & Emergency Reception Facilities

Alternative arrangements for dealing with service users and visitors must be put in place with clear directions as to what services are available, in the light of the Incident. If necessary, alternative arrangements must be made for incoming and outgoing mail, and other deliveries.

3.5 People

It is possible that some employees may become casualties in a major Incident (e.g. in the event of another terrorist attack such as the London Bombings on 7th July 2005). It is also possible that for a time the total staff at a specific location could all be incapacitated e.g. due to an epidemic or severe shock and trauma following a major incident. The manager of a location is equally at risk and therefore, wherever possible, back-up management will be immediately made available utilising the line management chain and the duty management system within each Service area. Details of these arrangements must be specified in the relevant *local Major Incident Procedure*.

Following a major incident, decisions regarding the transfer of staff from other locations, or the transferring out of functions from the affected location, will be taken by the CRT.

In order to minimise the potential for an accumulated *Loss of Key Persons/central functions* a contingency plan exists to cover this eventuality **see SCHEDULE F**.

3.5.1 Emergency contact details

The Manager and Deputy will provide up-to-date contact details in their *Local Major Incident Procedure* so there is ready access to all members of his/her staff team, including mobile and home numbers and contact details for next-of-kin. These records must be kept offsite as well as on site, with electronic copies of contact details held centrally by Human Resources. Departmental Directors will ensure hardcopies are available for each Service Managers.

3.5.2 Additional local support

The Manager of each location must have ready access to external agencies capable of providing temporary support – likewise these records should be incorporated into the *Local Major Incident Procedure*.

3.6 Furniture, Equipment and Personal Belongings

Fires and other major incidents can result in the loss of personal belongings of considerable sentimental value as well as the loss of private work in progress. It is the organisation's policy to seek to refund people for actual losses which can be demonstrated up to £ 250.

It is highly likely that in the event of a major incident additional furniture and equipment will be required at short notice to replace damaged items, and/or to provide adequate facilities for staff or service users. Details of emergency contacts, contractors and suppliers are attached **SEE SCHEDULE C**.

4.0 Resourcing, Testing & Reviewing the DRP

The Chair of the Central Health & Safety Committee is responsible for being the 'champion' of business continuity management and reviewing, updating and testing the Disaster Recovery Plan. The Senior Management Team is responsible for ensuring that Emergency Planning is adequately resourced within the organisation.

5.0 LOCAL MAJOR INCIDENT PROCEDURE [MIP]

Introduction & General Guidance to Staff

Guidance for First Responder

Evacuation

Stay Put

Acting as a Reception Centre for others

Critical Staffing Shortages & Cash Shortages

Staff List

Summary of local risks

Schedules: *to be included in the local Major Incident Procedure*

G. Key Contacts

H. Crisis Response Team

I. Emergency Contractors

J. Accumulated loss of key persons/central functions

K. Hierarchy of Services

L. MIP Lead Managers Responsible (e.g. shared sites)

Appendices: *to be included in the local Major Incident Procedure*

1. IT Description and Architecture

2. Holding Press Release

3. Letter to Service Users

4. Coping with a major crisis

5. Learning from past Major Incidents

6. Mutual Aid Agreements

Local Major Incident Checklist

	CHECKLIST	NOTES	
1.	Where is your [Fire] Assembly Point when you evacuate your premises?		
2.	You will also need an identified preferred Rendezvous [evacuation] Point that is further away – at least five minutes walk, or ¼ mile – in cases of bomb threats etc.		
3.	If you have nominated Fire Wardens are they fully trained to deal with getting personnel to the Rendezvous Point as well as the Assembly Point?		
4.	Do your duty staff or Fire Wardens know what to do if there is a suspect package outside and you mustn't leave the building?		
5.	Where are the WHEELCHAIR REFUGES in the building?		
6.	Where are other safe areas in your building?		
7.	Do you have a <i>Major Incident Emergency Kit</i> ready to grab? Your local Major Incident Procedure incorporating the most vital data should be part of it.		
8.	Details of essential keys and access codes		
9.	Where is your nearest fire hydrant?		
10.	Where is your stop cock? Is a key required to gain access to it?		
11.	Where is the main switch to turn off the electricity for the whole of the building? Is a key required to gain access to it?		
12.	Where are your gas mains? Is a key required to gain access to it?		
13.	Do you have a stand-alone phone that will work if your telephone switchboard fails?		
14.	Do you have a phone that will work if the electricity fails?		
15.	Do you have ready access to any back-up heating systems e.g. stand alone electric convector heaters if the central heating fails?		
16.	Do you have ready access to stock, equipment or specialist knowledge which could be useful to another project undergoing a major incident?		
17.	Do you have your line managers numbers, on-		

Frontline On-Call Number	-	-	
Details of any other emergency phones that may be used			

	Landline	Mobile/email
Council Duty Officer/Emergency Planning contact		
Council Main Switchboard		www.INSERTCOUNCIL.gov.uk
Hospital (nearest A&E)		
Doctor Surgeries		
Insurers		

	Contact Details	Notes
Bed linen suppliers		
Benefits Agency		
Building Repair/Refurbishment		
Electricity Provider		Customer No:
Fire Alarm company		
Fire extinguisher company [if different from above]		
Food suppliers		
Furniture Suppliers		
Gas Provider		Customer No:
Hospital (nearest A&E)		
Landlord/RSL		
Laundry		
Locksmith		
Medical/nursing/care suppliers of PPE e.g. gloves, aprons etc		
Police Stations		
Safes- give details of who has access to keys/combinations		
Security		
Solicitors	Devonshires	

Business Continuity Planning

Thames Reach's approach to Business Continuity is reflected in a number of its practices and procedures, depending on the area of business continuity, for example, a flood in a front-line service or the loss of a major contract.

Thames Reach has developed a contingency planning capability to meet the needs of critical support operations in the event of a major incident or disaster to ensure that we are able to deal with the incident effectively and recover from it as quickly as possible. The Disaster Recovery Plan (DRP) provides a central strategy for all staff organisation-wide who may be confronted with a major incident or disaster.

In line with the organisational DRP, each front-line service is required to have its own Major Incident Procedure (MIP), which includes a comprehensive list of all the serious incidents that could affect the service and which are reviewed annually (see attached Major Incident Checklist). All personnel are allocated a role and are trained to execute the contingency procedures relevant to their posts and be familiar with the arrangements for the service as a whole. Both DRPs and MIPs are tested annually with a desk-top exercise or a practice drill to ensure staff are adequately trained, and that any weaknesses are identified and rectified.

For example, should there be a major health epidemic, we would ensure that we have regular and up to date information about the situation; we would verify any statements or suggested courses of action with relevant authorities and we would maintain contact with our commissioners and partner agencies to ensure that they were kept up to date and could inform our practice. For example, in Tower Hamlets, this would include the Dellow, local hostels and other agencies. We would convene a major incident plan meeting to review all the facts, identify critical operations and how we can maintain them, and agree a communications strategy. The Street Population Coordinator would be a core figure in the group but if she were unavailable we would discuss with David Gingell, or pass on our proposals to HOST and other Council contacts. Alongside maintaining vital services to rough sleepers we would be mindful of any advice health colleagues gave us about restricting movements, for example some of our preventative work with hostels could be done remotely for a limited time by having telephone conversations about cases rather than meetings.

We would maintain regular contact with the commissioners to ensure they were aware of, and could inform any course of action we took. We would procure any necessary protective equipment, like face masks or goggles, but also be aware of the danger of inciting panic. We would impress on all staff members the importance of reporting into work but would have staff members on back-up in case of absence. Our considerable range of outreach services would mean we would be better placed than most agencies to locate some replacement staff. We would need to have contingency plans in place if reconnections were not possible – for example if travel was restricted, we would be mindful of the risk of increased anti-social behaviour and would seek to use increased temporary accommodation.

Thames Reach front-line services "buddy up" with other services in their area to provide support in the event of a disaster; this could be sharing staff or resources and would be straightforward at the Dellow which could become a central location for meetings or resources. Similarly, some services have also agreed mutual support plans with other providers in their locale to the same effect.

The team will prioritise its critical business functions to ensure that these can still be met. We would obviously be very considerate of the vulnerability of rough sleepers, especially if weather conditions were bad, and would cooperate with any pan-London plans to offer emergency help.

Schedule 2 - Method Statement Response

METHOD STATEMENT		Word limit	Weight
Quality, Performance, Safeguarding and Outcomes			
Effective systems to measure quality, performance and outcomes.	What outcome measuring tools will your organisation use to demonstrate the benefit of using this service to both service users and commissioners?	400 words	3%
<p><i>Answer:</i></p> <p>The measuring tools we will use to meet the requirements of the specification will include periodic street counts, statistical data but also direct feedback for more qualitative outcomes. Tools allow us to demonstrate achievement, identify gaps or trends but also need to inspire rough sleepers to consider change. For example our outcome star tool is used with the direct engagement of service users.</p> <p>Many outcomes will be measured by robust and extensive data collection systems, CHAIN and our internal data systems.</p> <p>Our teams are very proficient at real time data entry to CHAIN which ensures the immediacy of information. We produce comprehensive monthly information including referral information, outcomes related to shifts, contacts, accommodation, reconnection, prevention, complex cases, achieving no second night out for new rough sleepers, and moves off the street for entrenched clients.</p> <p>Thames Reach has arranged for CHAIN to produce <u>fortnightly</u> reports on our services to offer more regular and enhanced scrutiny. Reports are used by managers for monitoring and reporting to Directors who need to see strong performance against targets and sustained progress towards zero rough sleeping.</p> <p>Assisted by this statistical information, we measure outcomes for all individual clients through casework management monitoring.</p> <p>In addition we measure outcomes through feedback from service users, agencies and commissioners. This is useful for complex cases or when trying new approaches. Regular direct feedback on work with complex clients which is not time limited enables us to maximise motivation and impact. Being able to demonstrate to service users that our personalised but assertive approach works – and that we won't give up – is vital.</p> <p>We use the EFQM Business Excellence model as our primary quality assurance system to ensure high quality services across all teams. Our robust internal audit programme ensures continuous improvement with results reported to trustees and service user advisors. This means that the Tower Hamlets assertive outreach team will be regularly audited by managers from outside the team to secure objective information on performance. We involve service users in evaluating performance, for example through attendance at Services Committee and commenting on staff appraisals and in longitudinal monitoring in the "For Home" research.</p>			

In addition to all outcomes required for this service including moves off the street and accommodation outcomes, our organisational recording (InForm and Outcomes Star) includes

- Client involvement. -Needs/ Risk Assessment and Lifestyle Plan
- Access to health/ treatment providers
- Involvement in employment, training or volunteering

Commitment to and systems for ensuring high quality services and continuous improvement	Please provide a case study that demonstrates how you have identified and addressed poor performance in service delivery, giving details of organisational systems that underpin your approach.	400 words	3%
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Answer:

One of our managers became aware of below target CHAIN recording as a result of routine monitoring looking at management information. Managers regularly look at shift notes, and discuss cases during supervision or case conferences. In addition, CHAIN reports indicate responses to referrals, contacts, and outcomes. The manager was not satisfied that CHAIN recording was reflecting practice. He was confident that practice was very good because he accompanied staff on shift and saw how effective the interventions were, so this was an anomaly. Team members were eager to maximise time engaging with rough sleepers, and were not prioritising recording some brief but significant conversations that needed to be logged for data collection so the comprehensiveness of the team's work was not being reflected adequately on CHAIN when he reviewed it.

Following a frank discussion with the CHAIN team, an agreed action plan was put in place to improve performance swiftly. CHAIN provided group training and a refresher day. The manager requested monthly monitoring data on each worker's performance and this data was then reviewed in supervision. Performance targets for recording were set and measured against existing GLA targets, and discussed at team meetings. The result was that below average performance in recording was addressed within two weeks and became consistent with Thames Reach's other high performing teams.

This weakness did not reflect poor practice with service users, but where staff were engaging with entrenched rough sleepers regularly they did not always realise the importance of recording every conversation. In essence, the improvement meant that the high performance of the team was aligned with the statistical data. We make sure that we use our time to the maximum benefit of clients but recording is vitally important to demonstrate interventions, progression and outcomes. Scrutiny and challenge is an important part of organisational culture at Thames Reach and we will investigate any practice which is not of the highest quality. This was discovered through our monitoring systems and rectified through team and individual discussions, training and further monitoring.

As evidence of genuine rectification of the issue, when the Social Impact Bond clients, as part of the recent initiative commissioned by the GLA, were identified, it was impressive how much information was available on CHAIN from this particular team compared to other organisation's teams. This reflected the change in team practice and demonstrated that good recording had become standard practice once again.

Demonstrates a commitment to the promotion of fair access and inclusion	Please explain how your organisation promotes equality and makes tangible progress in the area of diversity. Illustrate your answer with examples demonstrating effective achievements in this area for both staff and service users and how you will ensure that issues of language, culture and ethnicity are managed sensitively and appropriately across the diverse communities living in the Borough.	400 words	3%
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Answer:

Within our robust policy and procedure framework staff can ensure that service users' diverse needs are identified and responded to. We work with local communities – for example with shopkeepers in Brick Lane who supported a rough sleeper for 20 years before we worked with them to help him away from the streets and get support near his family in Rochdale.

Thames Reach has been building links with religious communities – for example with the East London mosque to help a rough sleeper there. Our interventions resulted in him being sectioned and ultimately supported to reconnect back home to Slovenia. We arranged for Somali workers to assess clients on the streets with the same cultural background and languages. We recently helped a client at risk of becoming very entrenched as he had no recourse to public funds. We linked him into Refugee Action and continued to support him getting travel documents resulting in a reconnection back to Goa.

Our multi-lingual reconnection workers in the team (Russian, Bulgarian, Polish) have established links with rehabs/services in the EU for clients to get support helping to achieve sustained reconnections. One of our volunteers of ten years speaks Bengali.

We respond to particular needs of women by working with Toynbee Hall's 'Safer Exits' initiative. We approached DIP and now do joint shifts to target sex workers, distributing condoms and offering access to the BBV nurse in the Dellow centre. These support vulnerable women living in squats/crack houses and vulnerable to exploitation/domestic violence.

Our commitment is promoted throughout Thames Reach through structured activities, workplans and monitoring, including:

- a checklist for staff confirming their understanding of key policies
- mandatory training before confirmation in post
- every team having an E&D representative
- impact assessments acted upon
- internal Audits including E&D elements presented to trustees

Business plan and team workplans have resulted in:

- publication of a Respect poster (promoting diversity)
- annual access audits for every service/building
- targeted recruitment advertising to reflect local population
- workplace adjustments and flexible working promoted
- over a fifth of our staff being former service users

- personalised interventions to ensure clients are and feel respected through appropriate support and maximum choice and control over options (our person centred planning techniques help ensure this)

We have a range of vehicles at our disposal to assist people with mobility issues to move off the street with comfort and dignity.

Commitment to ensuring service users are free from physical and emotional abuse, harassment and neglect	How will you ensure that staff and managers are able to recognise, identify and respond appropriately to signs of possible abuse of individuals?	400 words	3%
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Answer:

Safeguarding adults at risk is integral to everything Thames Reach does, working with vulnerable people at risk of abuse or neglect. We observe guidance in the pan-London protocol and comply with alerting procedures in Tower Hamlets.

Fundamentally we ensure awareness and clarity. Staff and volunteers are trained on safeguarding before working with clients. The training clarifies what abuse is, how it might be hidden, how to seek appropriate support. On shift, staff are particularly observant and respond immediately to any concerns, or make repeat visits if suspicious. Our staff recognise possible signs (physical and behavioural) and don't hesitate to follow up any concerns, and source the most appropriate support for the client – taking into account cultural or gender issues. Safeguarding is always discussed in team meetings, supervision and casework to ensure concerns are addressed. One worker has this as a specialism to support others and be responsible for sharing new developments

We are vigilant whilst visiting clients in temporary accommodation too – hostel bedspaces or B&B for example – and are adept at asking questions and escalating concerns until we are satisfied. Our on call system provides extra support to staff out of hours – and we have used Thames Reach's resources to keep a client safe whilst local authority provision could be secured. Teams have a Safeguarding log for recording concerns and a procedure for escalating this when necessary.

Staff report any concerns to their manager who makes an alert to the Safeguarding team. We would report alerts to the Street Population coordinator with Serious Incident reports and monitoring documentation to show how cases were followed up.

Our staff are confident in supporting clients and making alerts, even if that means challenging the practice of other agencies.

For example in the case of "A", a Hoptown hostel client, we persevered to ensure she did not drift back to her partner and perpetrator of violence by alerting other agencies and ensuring that he was supported with a behavioural contract. Our understanding of the patterns of domestic violence, (that she was unlikely to press charges for example), meant we had to work differently to avoid her rough sleeping with him on the streets. They both needed accommodation solutions to keep her safe, which we brokered. Key to our work is effective working partnerships with colleagues in Tower Hamlets including local GPs, mental health and domestic violence teams with whom we have regular contact.

			12%
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Sustainability and deliverability			
Appropriate infrastructure to be able to deliver in the selected geographic area.	Please detail how you will effectively deliver an outreach service to rough sleepers in Tower Hamlets including any infrastructure already in place, and how you will address developing the required infrastructure to fulfil this Contract. Please include relevant timeframes.	500 words	3%

Answer:

We are in a very strong position to deliver the most assertive service to rough sleepers with infrastructure already in place, and an excellent track record

Thames Reach invests heavily in effective outreach services and can move experienced people and other resources over to Tower Hamlets if required. No other organisation can offer this bank of expertise.

We will deliver an excellent service by:

- employing the most experienced, skilled, committed and effective staff team, backed by organisational resources – including the London Reconnections team, winner of the London Excellence Big Impact Award
- continuing to be an asset to the Council and helping achieve "One Tower Hamlets", and to communities by effectively helping rough sleepers and reducing anti-social behaviour
- working creatively and assertively on personalised plans resulting in sustained moves from the street
- identifying and working well with a wide range of key partners with whom we already have strong and effective relationships to maximise options for clients
- having a clear communications strategy regarding access to the service, welcoming feedback and assisting the Council with any promotion of the service
- delivering routinely excellent work but being responsive to new challenges, actively addressing gaps or concerns and always prepared to go the extra mile

Thames Reach has developed a web of relationships within the borough that have achieved very low rough sleeping figures and has the confidence of the community as, working with the council we assertively project the message that it is not acceptable to sleep out. Our infrastructure offer includes the use of vehicles (van, taxi) that can be used in the borough at short notice – for example, when cold weather protocols are activated.

Our success is only possible through multi-agency working and having a real presence throughout the borough – working alongside Council departments, being based at the Dellow Centre, attending meetings and case conferences in hostels, health centres and elsewhere. Our work is always about prevention alongside responding to existing rough sleepers.

Although we are the existing provider, we would have an implementation plan to reflect the specification.

However all the necessary infrastructure is in place now:

- the staff team would be appointed from the current team, maintaining continuity for agencies and service users
- we would continue to be based at the Dellow maintaining joint working with all the key partners – including HOST, hostels, E1, THEOs
- IT and telephone systems are in place with any additional requirements met quickly

We will produce new literature to explain the new service, available from day one, in conjunction with the commissioner.

We will meet with commissioners to agree key milestones and start the new contract on day one with no loss of momentum, no need to establish new arrangements as we already have very effective partnership working across the borough.

Thames Reach has a proven track record in Tower Hamlets and everything in place to continue the excellent service and address the new challenges that will emerge.

Ability to effectively manage service	How will you ensure the effective management of the Service?	500 words	3%
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Answer:

Thames Reach has an enviable record in delivering high quality services which has positioned the organisation as the primary deliverer of outreach services in the capital.

In terms of managing services, staff receive support, guidance direction and training to ensure they have the tools to perform excellently. Poor performance is not tolerated and because of the primary importance of Tower Hamlets as a partner, we will always respond with urgency to any unforeseen reductions in capacity. For example, when our team manager was unexpectedly taken ill, we brought in an extremely experienced person (Julie Brett) with thorough knowledge of the borough and issues, to prevent any reduction in delivery capacity or momentum in ending rough sleeping plans.

All services are managed robustly by various systems as detailed below:

Our highly skilled lead managers are responsible for overseeing day to day operations according to the team workplan, the contract specification and our ethos and values. The team has clear targets alongside expected good practice in service delivery– for example ensuring the safeguarding of adults at risk, staff safety, excellence in personalised support planning and helpful responses to stakeholders.

As now, the lead manager will be responsible for ensuring the team is deployed to meet local needs. The manager has a highly beneficial overview of daily activities helping to direct interventions, and develop strategic partnerships.

Detailed planning will take place at regular team meetings, casework reviews and in monthly staff supervision.

CHAIN reports and internal shift notes are monitored so that the manager has a clear overview of progress

There will be regular contact with the Area Manager who will ensure contract compliance and discuss any issues. All our outreach managers meet monthly to share good practice, identify any concerns and this ensures learning from the whole organisation.

Progress will be monitored through fortnightly internal reports, monthly summaries and the quarterly monitoring with the Street Population Coordinator. Contact with the Coordinator is already strong and regular – for example the excellent working relationship has resulted in very quick decisions to access emergency bedspaces, or personalisation funds. This cooperation has undoubtedly achieved moves from the street for some clients with complex needs.

The manager will note performance against target on all required outcomes, especially

- new rough sleepers helped without having to spend a second night out
- entrenched rough sleepers being accommodated
- returners
- reconnections

but she will also be monitoring expenditure against budget, staff performance, and how any feedback or complaints have been addressed.

Outreach does not stand still and this service will be managed to be flexible and responsive, whether trying new methods or engaging with any new groups to ensure their encampment or any anti-social behaviour is responded to.

Unusually the Director responsible for outreach and the CEO have an in-depth understanding of outreach. Both take a keen interest in this service, championing any new innovations, and ensuring the service delivers to our usual high standards and effectiveness.

Knowledge of the issues relating to staff transfers.	The letting of new contracts may involve a transfer of existing services. How will you determine where TUPE applies, and where it does apply how will you manage the smooth transition of staff transferring to your Organisation under TUPE?	300 words	3%
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Answer:

Thames Reach has considerable experience in TUPE transfers, having transferred over 160 staff from 17 different organisations in recent years.

TUPE can apply to staff who spend all or the majority of their working hours on the contract.

Our TUPE checklist ensures a smooth transition clarifying roles, expectations and deadlines. Our Human Resources team provide advice throughout starting with updated due diligence information and ensuring union reps are involved.

Senior staff meet those affected by TUPE to introduce Thames Reach, explain TUPE processes and timetable, and outline the new service. We emphasise our wish to achieve a seamless transition for service users, commissioners and staff.

We liaise with the exiting providers to ensure information is available quickly to minimise disruption and concern to staff. Once we have specified any "measures" incoming staff can discuss queries

Our primary concern is to ensure that transferred staff receive a thorough induction and are clear about the new specification. All new staff attend a Thames Reach induction day and undertake Thames Reach CORE training.

During this time, we ensure that the disruption to service users is minimised recognising that this is also a potentially worrying time for them. We urgently familiarise ourselves with existing risk and needs assessments, and support plans, and make contact with any other agencies and professionals involved with individual service users. This enables us to prioritise support in the early stages of implementation.

We always start new contracts on time; achieving smooth transfers of those affected by TUPE and most importantly ensured effective delivery of the contract is achieved from day 1. We are currently undertaking a TUPE transfer of staff from some seven organisations in Brent having won significant new work in the borough and received very good feedback from the local authority on our handling of the process.

9%

Community benefit and added value

Demonstration of how a contribution will be made to the community infrastructure in the geographic area served.

How will your organisation engage with relevant statutory and voluntary sector partners and the wider local community in order to make a positive contribution to the delivery of integrated services and to the Councils' community priorities?

500 words

3%

Answer:

We have been a strong positive presence within the borough for many years and are committed to One Tower Hamlets and helping to achieve the borough's objectives.

Thames Reach's Director of Street Services attends the Homelessness Partnership Board and focus groups on strategy and contributed when the Directorate was inspected for the CSE Great to Excellence Award.

We will continue to engage with the vast range of agencies with which we already have highly constructive relationships, to meet the varied needs of rough sleepers.

Our engagement is characterised by clear communication, responsiveness and being easy to engage with because of our accessibility and the attitude of our staff. As an example, the multi-agency work to close the Osborn Street squat and negotiate with the landlord to make it secure was exemplary involving the police and fire brigade, amongst others.

We have a very effective relationship with HOST in the area of referrals, accommodation and move-on which we will continue to enhance. We welcome HOST undertaking shifts with us, and liaise daily regarding enquiries about rough sleepers. Our links with the Metropolitan Police, THEOs and UKBA are excellent, having enabled successful hotspot

operations, delivery around Operation Arc and joint patrols. We will ensure that this work continues to evolve effectively. We engage with Clean and Green to clean subway tunnels and remove cardboard in hotspots.

We prioritise engagement with health and treatment agencies through the drop in at Health E1 and DIP joint shifts. We work closely with GPs for the Hospital Pathway at Royal London Hospital, attending monthly T&T meetings where clients are discussed.

A current example is "Wapping Woods Man" - despite months of daily visits, joint work with Stepney and Wapping CMHT, he refused to speak. Concerned for his safety, when SWEP was activated we visited with the Police and circumstances led to him being arrested and imprisonment. Our work with the mental health wing of the prison finally established him to be Sudanese. We arranged for a translator for his court appearance two days ago resulting in him accessing appropriate treatment.

We use specialist agencies and have, for example, referred a client to Nafas offering drug related prevention for the Bangladeshi community in Tower Hamlets, an intervention that gave her positive things to do with her time which made the difference in reducing her heroin use.

Our engagement with the local community extends to responding to referrals, complaints or enquiries from local residents, businesses and other agencies. Thames Reach sources volunteers through LBTH Volunteer centre resulting in five long term local volunteers.

Our ability to engage those with no recourse to public funds or who don't speak English brings immediate benefit as we can communicate in their language, be precise about the message, and offer a supported reconnection.

We liaise routinely with all LBTH hostels, offering pre- eviction support to prevent a return to rough sleeping. Such cases average 40 per quarter and SORT's CPN provides training to hostel staff on Mental health pathways and solution focused approaches.

<p>Demonstration of the unique characteristics of the organisation that will add value for users, stakeholders and commissioners.</p>	<p>What is unique about your organisation, and how will this add value for service users, other voluntary and statutory services and commissioners in Tower Hamlets?</p>	<p>500 words</p>	<p>3%</p>
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Answer:
 Thames Reach's experience of street work in Tower Hamlets in which we have consistently achieved the highest outcomes makes us uniquely positioned to continue this work. Although we have worked within Tower Hamlets for several years, we have never become stale in our work. Indeed another unique quality is our ability, working with the local authority, to adjust to changing needs. This can be seen by our assertive response to the influx of CEE nationals on the street - responded to by Thames Reach in a way no other organisation has matched.

We bring a unique range of language skills, an enforcement approach that cannot be replicated by other organisations and added value through our London Reconnections Service. Whilst some organisations undertake street work as a peripheral part of their

main activity, it is at the centre of our work .At Thames Reach added value includes the hands-on involvement of everyone, including the CEO Jeremy Swain who is a member of the London Delivery Board and active in show-casing the forward-thinking approach to working with rough sleepers taken by Tower Hamlets.

Other unique characteristics bringing added value include:

Access to the wider Thames Reach outreach resources, for example

- vehicles and more trained volunteers
- expertise in hotspot operations and squat clearance
- expertise from running West London Reconnect for non-EU rough sleepers reconnecting with the wider world. - our strong links with embassies brings considerable added benefit
- learning from having mental health professionals in two of our borough outreach teams.
- significant input from our communications team

- Incentives and support for rough sleepers, financial inclusion kit, basic skills, including one to one support, and IT lessons at our resource centres.

- homeless people can be referred to our innovative Peer Landlord London project offering an alternative to traditional hostels

Access to services within our **Employment Academy** including our:

- TRAVEL course - structured volunteering into work and Get Ready (employability) programme
- Painting and decorating programme and Building Lives Programme run by contractors, Lakehouse (6 formerly homeless men just graduated from MIMO)
- Self-help service user group and FARM project
- Work apprenticeship scheme, e-learning and grants for service users with big ideas

Partnership approach that builds trust and brings added value

We work hand in hand with the Council to promote good news for the community – for example residents read about the strong partnership work which resulted in Mr Malik being reunited with family in Rochdale after 20 years living on the streets around Brick Lane. Our community connections across the borough and links with existing voluntary, public and private bodies is second to none, having been built up with care and determination over many years.

Personalisation to another level - Person Centred Planning techniques

Our staff are trained to use new innovative techniques to engage with rough sleepers and ensure a truly personalised plan and outcome. Our tools include Essential Lifestyle Planning which has been particularly effective with our two Tower Hamlets Housing First clients.

Specialist knowledge

<p>Demonstration of the experience and ability to deliver a successful assertive outreach service to rough sleepers.</p>	<p>Please describe how your organisation will deliver an assertive outreach service within the staffing structure required by the Council?</p>	<p align="center">2000 words</p>	<p align="center">10%</p>
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Answer:

Thames Reach is currently delivering a highly effective service in Tower Hamlets which has demonstrably had an enormous impact on rough sleeping and street life activity in the borough. A recent street count found 7 rough sleepers – a remarkable figure for a central London borough - that we are confident we can reduce to zero. In 2010 the figure was 13 illustrating that, despite increases in other boroughs, Thames Reach has delivered impressively. In the much smaller adjoining borough of the City the figure this year is 21.

In twelve months our outreach team worked with 288 individuals, achieving 383 separate housing outcomes.

The following elements of our assertive model will continue to reduce rough sleeping:

A strong regular presence on the streets

Where some teams have reduced their direct street contact, Thames Reach has always maintained a regular and effective presence where it matters and at times when interventions can be the most effective.

Assertive approaches with a strong enforcement element

Thames Reach delivers assertive outreach with a strong reputation for being responsive, solution-focussed and working with commissioners and communities. Our shifts and casework reflect joint working with THEOs, Police and the UKBA leading to impressive outcomes. We are entirely committed to enforcement going hand in hand with the offer of support and this is embedded in our current model.

Specialist reconnection and wider Thames Reach expertise

Thames Reach brings significant added value and expertise that cannot be replicated by any other organisation.

Our London Reconnections team offers a range of language skills and the facility for supported reconnection, including cooperation from many embassies. We work with the UKBA to administratively remove clients which some other specialist reconnection services are not prepared to do.

Additionally we have the back-up of London Street Rescue and Thames Reach's recent success in being one of two agencies selected to deliver the social impact bond initiative focusing on the most entrenched rough sleepers offers further resources from within Thames Reach that can mesh effectively with the Tower Hamlets team.

Multi-agency engagement leading to strong outcomes

We are specialists at working with and frequently co-ordinating multi-agency approaches to address issues – for example in closing down the Osborn Street squat.

All fourteen entrenched "205" clients are currently off the streets in Tower Hamlets, with two being helped through our Housing First project.

Close working relationship with the local authority

We are entirely in tune with the priorities of One Tower Hamlets, working daily with HOST, regularly communicating with the Street Population Coordinator, and all Council departments. We give uncompromising and clear messages that rough sleeping is unacceptable.

All interventions will be designed to offer the quickest route from the street

We creatively use emergency bedspaces to get someone off the streets and give us time to work with them. This worked for "SO" – after years of rough sleeping he agreed to try B&B. After 3 weeks he returned to the streets, but it was a first step. Undeterred we continued to work with him and some months later he engaged with us again, at the Dellow, and was persuaded to leave the streets after 6 years.

Our messages are robust and persistent, repeating the single service offer that has been agreed with others, or initiated by Thames Reach and making it clear that Tower Hamlets is not a soft touch in terms of getting a space in a hostel when the best option is reconnection, whether national or international.

All work is person centred to maximise sustained outcomes

Building on our personalised approach, support for the long-term entrenched is person centred and purposeful and has brought significant results, leading to our selection for the Housing First initiative.

Alongside accommodation we help improve health and inclusion

Central to any support plan is recovery and health. We work alongside Dr Buchman at the Royal London as part of the homeless pathway, liaising during admission, treatment and discharge. For example, we helped "JN" who struggled to maintain accommodation due to mental health issues and behaviour when drinking and/or using crack. On release from prison, we worked with her to identify ways of changing cycles to help her achieve recovery. Through intensive work we produced a support plan with her help which identified risks, triggers and key things she would do to change her patterns. We were able to negotiate a place in a Westminster hostel where her progress has been maintained.

We are responsive and collaborative

We work closely with the City team on cross borough issues – liaising through monthly operational meetings and sharing the shifts around the tunnels which straddle both boroughs. Thames Reach is responsible for outreach work in other adjoining boroughs such as Hackney which is clearly advantageous in terms of smoothness of communication and quality sub-regional working.

We work strongly and easily in partnership. Rough sleeping sites are closely down quickly - for example five rough sleepers found recently in a bin shed in Wentworth Dwellings were moved on within a few days. A new hotspot has been identified on railway land and we led on contacting Network Rail and British Transport Police preventing this early site becoming more established. In Hammersmith we led operations to clear a group of Polish rough sleepers in a car park liaising with Police and local

businesses throughout. This led to seven people returning to Poland supported by our reconnections team.

Preventative work is embedded

We work alongside hostels and will continue to help prevent eviction by joint working. TH SORT is experienced in quickly identifying gaps in local services and liaising with funders to ensure these services are improved. TH SORT often steps in at short notice to provide assistance where hostel staff are unable to attend appointments. For example, we have worked intensively with a MARAC client, "A", on various issues including domestic violence. She is in Hopetown but still tempted to see her partner, despite the violence, who is in another Tower Hamlets hostel. We have worked with both hostels for six months, supporting them to establish behavioural contracts.

Delivering successful outreach within the staffing structure

- with volunteers and peer mentors

Thames Reach believes that we will end rough sleeping by the skill, commitment and tenacity of our staff, working alongside commissioners and having the added capacity of committed and trained volunteers. Currently in Tower Hamlets, five committed volunteers help the team. Thames Reach has a long history of using volunteers to supplement our street work. Where the volunteer is local, this brings community support and understanding to the work. Thames Reach frequently uses former homeless people as volunteers who act as effective, life-changing role models. Some go on to become salaried members of the organisation. Currently 67 staff at Thames Reach are former homeless people.

This staff team of 1 Manager and 4 outreach specialists will have the added resources of a volunteer on every shift and Thames Reach will ensure that more are trained to supplement the team. In addition we will continue to have Social Services students (five have already completed placements in the Tower Hamlets team and another starts in February) bringing more resources and expertise.

Shifts will be as agreed with the Street Population Coordinator five days a week, but flexibility means they can be altered or increased to meet different needs. A sample rota is available on request and shows how our model works in practice, that is

- volunteers accompany staff on every shift, extending the capacity of the team, and we would have DIP on a weekly shift
- the team's "duty" worker ensures a responsive service to anybody contacting the team
- office time includes casework discussions including safeguarding or complex cases
- weekly team meetings alternate between business and casework management
- capacity to always respond to emergencies which frequently requires meeting clients urgently to resolve situations

The team will ensure real time CHAIN recording so that important client information is available to partners ensuring effective communication and safety for all.

We will continue our excellent close working with the NSNO team, HOST and all the health, enforcement and voluntary sector agencies to provide the widest range of options and personalised solutions. We have excellent access to accommodation for Tower Hamlet's rough sleepers and will continue to seek new routes into accommodation, often

away from borough.

Delivering the assertive service

The key elements of our service model are summarised below:

Information and accessibility

Thames Reach's Tower Hamlets team has an excellent record of responding to calls from the public, local authority or other partners. Our offices are in the heart of the borough and we have the resources through our dedicated van to get to people quickly as well as the full range of contacts, already in place and cultivated over many years with the local SNT, THEOs, to intervene rapidly and effectively.

Anyone concerned about a rough sleeper or anti-social behaviour can inform us easily - in person, by phone, website or e-mail. In addition to the Street Link rough sleeper referral line, we will have a well publicised local number.

Referrals/Contact

All referrals will be logged and responded to urgently. Information can be passed to staff on shift, or included in the next available shift, or workers can visit outside of the shift times. All clients will be met and assessed within 48 hours but most will be on the same day.

Shifts/Engagement → Rapid Assessment

Central to our work is a personalised Needs and Risk Assessment, identifying any needs around health, safeguarding or language. We involve the client throughout, facilitating as much involvement and control as possible and glean information from CHAIN or referral agencies to complete a holistic assessment.

Accommodation options

We consistently work towards the quickest route, being as creative as possible with

- emergency or temporary provision
- hostels
- private rented sector via HOST
- supported housing
- Housing First or Social Impact Bond possibilities
- Reconnection within the UK and outside.

Reconnection

Our track record is second to none. We have established relationships with support agencies across Europe, strong links with consulates and embassies to help facilitate reconnections, and considerable success reconnecting even the most entrenched or complex.

We offer supported reconnection to clients not accepted by those reconnection agencies insisting on abstinence prior to engagement. Our success in engaging has resulted in 32 reconnections from Tower Hamlets since July – including some to Asia - involving intricate and persistent negotiation with agencies here and in the home country.

Partnerships

Our assertive delivery model has excellent partnerships which Thames Reach has developed. Feedback shows we are recognised for our ability to work with the borough's most complex clients, especially through the new Homeless Pathway at the Royal London, where we have developed an effective working relationship with the Clinical Lead, Dr Peter Buchman.

Our excellent partnership with the Dellow means that anyone verified on shift by SORT can access the Dellow next morning for a shower/breakfast and to be assessed by SORT. This early access is exclusive to SORT and in twelve months has helped at least 100 people off the street.

Excellent partnership working exists with the DIP, THEOs, Police, SNT, BTP and these are all integral to our delivery model giving single service offers and clear messages to end rough sleeping.

Outcomes

Our aim is that 100% of new rough sleepers do not spend a second night out, building on our average of nearly 86% over the past eighteen months in Tower Hamlets, Hammersmith and Fulham and Lambeth which compared with an average of 64% in the adjoining City.

In summary, we have modelled and developed best practice in assertive outreach. Our staff have a proven ability to engage with the most complex, working tirelessly with others to persuade and achieve a move away from the street. Our delivery model has brought Tower Hamlets very close to ending rough sleeping.

<p>Demonstration of a commitment to and experience of working in partnership at a local and regional level.</p>	<p>Please provide three examples of how staff in your organisation have successfully worked in partnership with other agencies at both a local and regional level to deliver flexible, seamless and joined up services.</p>	<p>1500 words</p>	<p>9%</p>
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Answer:

Delivering the pan-London outreach service successfully for many years has involved Thames Reach in significant partnership work across all of the sub-regions, as well as London-wide, for example through NSNO and running two more daily shifts, and in East London in connection with the preparations for the Olympics.

Regionally we have participated in homelessness strategic planning, for example assessment bed planning, and through London Street Rescue are constantly engaged with all East London boroughs regarding emergency bedspaces and accommodation options.

On a regional level we have been instrumental in piloting the "bendy bus" project. Our teams were increasingly aware of rough sleepers being reported on the Number 25 bus – a long route allowing people to board without paying. Drivers at the end of the route had been forced to call the ambulance service when discovering a sleeping passenger apparently unconscious. These increasingly were found to be rough sleepers, often CEE nationals.

A joint initiative between TfL, DCLG, Mayor's Office, London Ambulance Service and Thames Reach was coordinated.

This project involved Thames Reach working in partnership with UKBA, TfL, bus companies, outreach teams, London Ambulance Service, TOCU police teams, immigration advice services, B&B providers willing to take clients in during the early hours of the morning and day centres offering support during the day to the clients.

Our staff coordinated the shifts on identified bus routes between 10.30 pm and 3 am. The team used intelligence from bus companies and London Street Rescue to target routes, and had to be highly mobile and liaise with other partners at short notice, switching resources from the 25 route, to the 453, and ultimately the N29 which was most used by rough sleepers as word got round that routes had UKBA, Thames Reach and Police on board, and especially at key stops along the route. The partnership working involved:

- engagement and assessment
- follow up to secure accommodation, treatment or reconnection
- enforcement and removal.

Some work required establishing new partnerships – for example with TfL – and this was done pragmatically and effectively with all bus companies liaising directly and regularly with Thames Reach staff. Relationships with LAS, UKBA and the Police were already very strong but we needed to ensure our highly mobile service had commitment and responses from local representatives of these agencies including for shifts ending in the early hours of the morning. The project was able to draw on our reconnections workers speaking a wide range of languages to ensure engagement was effective and messages that rough sleeping on buses was not acceptable were understood immediately, as was the support offer.

The pilot was successful and the project extended to cover other identified bus routes until 2012 when the withdrawal of the bendy buses reduced the rough sleeping option. The objectives of the project, to end rough sleeping on the buses by working collaboratively had been largely achieved with LAS, bus companies and fellow passengers all benefitting, and rough sleepers given an alternative to finding a warm place to sleep on the buses.

On average we were in contact with over 75 rough sleepers each quarter, achieving 28 accommodation outcomes, helping others be reconnected or be taken to detox or hospital. We were in contact with Tower Hamlets and other local authorities as part of the follow up to find accommodation and achieve reconnections.

We still liaise with bus companies as part of London Street Rescue and operate shifts as required, although these tend to be for rough sleepers using bus garages. There is no doubt that we are able to respond more effectively due to the strong partnerships forged with all those partners during this project.

Thames Reach is fully committed to Tower Hamlets' aim to ensure better health for all its residents and our partnership work with local health agencies has played a significant part in achieving improved health for rough sleepers, and keeping them free from abuse or neglect.

'EF' was verified rough sleeping in Tower Hamlets in May 2012 and placed in Hopetown Hostel. She has a long history of chaotic drug use, ex-offending and a Hep C and HIV+ diagnosis. She had not engaged with services so was not receiving any treatment and due to her non-engagement was at risk of eviction for service charge arrears.

Although in a hostel, Thames Reach was asked to work with her due to her non-engagement with hostel staff and risk of returning to the streets. In November 2012 she told her Thames Reach worker about a swelling which was causing pain and she felt unable to talk to her hostel worker about it. Building on the rapport with our worker, we encouraged her to see the BBC nurse at the Dellow, and supported her to attend. Serious health concerns were identified and although arrangements were made for urgent admission to the Royal London, EF refused. Thames Reach maintained twice daily contact with her (and liaised with Hopetown staff) to seize any opportunity to get her to hospital and a few days later we were successful and doctors subsequently discovered she had necrotising fasciitis and had narrowly missed losing her leg, and possibly her life. She needed several operations as the infection had destroyed much flesh/muscle.

Thames Reach staff were in regular contact with Dr Buchman from the Pathways team, attending meetings about follow up care. She was linked to the Graham Hayton Unit for HIV related treatment, agreed to go and has had a very positive outcome. On discharge, we accompanied her to Health E1, and she has a continuation methadone prescription and painkillers as prescribed.

With our support EF is attending all appointments, her leg is healing, her CD4 count rising following treatment for HIV, and she is still accommodated. Partnership working with Hopetown and key medical staff, and timely and assertive Thames Reach staff interventions resulted in multiple outcomes for EF. Without these she would undoubtedly be at real risk of dying prematurely, even whilst in a hostel because she would not engage until Thames Reach's intervention and persistence turned things around. Having mental health professionals in two of our outreach teams has enhanced our knowledge and ability to liaise effectively with medical staff, and help service users accept vital treatment.

Our third example of partnership working involves a local hotspot to deal with a very complex, visible and dangerous situation.

We worked closely with the local SNT, British Transport Police, UKBA, and the Royal Bank of Scotland, amongst others to respond to a group of rough sleepers from Latvia and Lithuania.

Up to eight males were perched on a ledge of the RBS building which was dangerous and difficult to access, making engagement problematic. They moved to the tunnels and other places around Aldgate, with anti-social behaviour concerns for the community. They were drinking, (especially handwash for its alcohol content), fighting, urinating and defecating, and shouting at passers-by, including children walking to school. The ledge was covered in mess but as the only access was standing on a rail and climbing up, it made any interventions difficult

During 2012, we spent over six months of targeted, committed partnership work to deal with the various factors. Every Thames Reach shift delivered the reconnection message.

We worked with UKBA who served MTR papers but clients eventually chose to work with Thames Reach reconnection workers towards a planned and supported reconnection. We worked with RBS to have a section of its building boarded up, thereby designing out a sleeping site.

We were integral to the initiative but reliant on the support and interventions of others – the bank, our Tower Hamlets commissioner, UKBA, and local enforcement colleagues. Through our partnership with Brook Drive, we were able to offer detox facilities here, leading to the supported reconnection back to rehabilitation in their respective countries.

All three examples illustrate the commitment and ease with which we partner with a whole range of agencies to support and expedite a rough sleeper’s move from the street, and to end any associated anti-social behaviour or danger to them or others.

We work shoulder to shoulder with Tower Hamlets commissioners, believing that there is appropriate provision for those with a Tower Hamlets connection and we will work tirelessly to ensure they accept the offers. We also work to reconnect those without a local connection, either abroad or within the UK. During the Olympics, for example, we achieved national reconnections through liaising with agencies in Bradford and Birmingham to achieve reconnections there.

We work easily and powerfully in partnership with others and achieve excellent outcomes for the most vulnerable rough sleepers. However, we will not support any agency working against the local agreed strategies, especially if their approach is to offer hospitality which perpetuates a life on the street and does nothing to achieve the end to roughs sleeping – which is within sight through all Tower Hamlets partners working together.

<p>Demonstration of appropriately qualified staff and effective training.</p>	<p>Please provide details of the experience, skills and knowledge of the staff team that will be employed to deliver this Service. Please provide details of the training and development opportunities delivered to your staff to ensure they have the expertise required. How is this training reviewed and adapted to meet changing needs and be up to date with local and national trends and policies?</p>	<p>800 words</p>	<p>6%</p>
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Answer:

Our Tower Hamlets team has excellent knowledge of how the local authority operates and a range of personal contacts that nobody else can match. Before the bespoke team started, three of the four worked for our London Street Rescue with a focus on Tower Hamlets, and they all have experience of working in other boroughs and services, including Lambeth, Hackney and Westminster. Our manager led a dynamic Westminster team from West London Mission, with years of experience working alongside enforcement agencies.

Collectively they bring:

- substantial experience of outreach work (about 45 years in total) liaising with a wide range of agencies and adapting to new services
- specialist experience of equality and diversity from working in a multi-faith environment

- experience of NSNO from day 1 – with one worker leading on it for London Street Rescue
- casework management experience and knowledge of substance misuse, mental health, domestic violence, reconnections, welfare benefits
- years of experience of CHAIN, street counts,
- unrivalled knowledge of the statutory and voluntary agencies and borough pathways
- each has significant experience of working with UKBA, joint shifts with Police, THEOs, SNTs
- each has worked alongside volunteers in SORT and London Street Rescue and with social services students
- geographical knowledge of the borough, familiarity with hospitals, community agencies, sleeping sites
- experience of working for the Simon community, rolling shelters, art therapy and day services
- skills in person centred planning techniques, motivational interviewing, safeguarding
- language skills: Russian, Polish, Italian, Spanish, Polish, Bulgarian.

One worker started 13 years ago in St Botolphs before joining Thames Reach 10 years ago. She has contact with some entrenched clients who she knew from St Botolphs and that has assisted with engagement and trust. She has experience of working with the PCT and medical systems from helping to set up a health and housing advice service in Hackney, along with facilitating the drop-ins at that centre for CEE nationals.

Having our specialist practitioner community mental health nurse, seconded to the team has embedded specialist knowledge to the whole team as a result of training and casework management.

They are highly skilled and experienced with huge commitment to the borough, highly respected by their peers.

Training is fundamental to the competency and motivation of our staff. Training needs are identified through supervision, probationary reviews for new staff and the annual appraisal. Some training is mandatory and managers ensure these courses are attended by their staff.

Thames Reach has a training and development menu available on the staff intranet listing all the opportunities and courses, as well as the core training programme to be attended by all frontline staff.

Compulsory courses include health and safety, safeguarding adults at risk, equality and diversity, needs assessment and support planning and staff must demonstrate attendance for appraisals, and our internal audit.

Staff discuss training courses with their manager as each team holds their own training budget. We ensure that any local authority courses are publicised to each team, along with other opportunities for development – for example conference attendance or action learning sets.

Other staff development opportunities include job shadowing, and Tuition Aid for further career development.

Teams review policies and situational risk assessments routinely and this can be an opportunity to identify any training needs, as can any new staff joining the team. Training is formally reviewed and updated annually through our revised training needs analysis and strategy which reflects the needs of new services we are running, any new legislation or revised protocols. For example, we ensured that all teams were trained on safeguarding, but then refreshed to reflect the pan-London protocol. Forthcoming welfare reform will be the next major change to be reflected in refresher training courses. During casework, the team may flag up any areas they feel would benefit from training and the manager would be able to allocate funds to send someone on a course (and they would share the learning within the team) or where necessary we would purchase bespoke training for the whole team. Throughout the organisation we have staff trained as trainers and we utilise this resource as appropriate to achieve best value from our training budget.

Each post has a role profile with competencies and skills outlined so it is clear to managers what is required from each post holder.

We take the opportunity to review training at other times – for example following an internal audit, a monitoring report, or a serious incident - we will always question whether there are training needs to be met. We will adapt training in line with changing practice – for example staff are receiving further training on person centred planning techniques to enhance their work on personalisation.

Demonstration of a commitment to service user involvement.	How has your organisation worked with service users to shape its service model?	500 words	4%
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Answer:

It is a fundamental part of Thames Reach's ethos and values that service users should have as much input and influence as possible and our outreach service has evolved as a result of their influence. We have used feedback from Thames Reach surveys and PROMPT initiatives to design more effective interventions. Service users sitting on recruitment panels and offering comments for staff appraisals ensures services meet the expectations of service users. We have former rough sleepers in our outreach teams and their insight on a range of issues is invaluable because of the special insight that is derived as a result of being at one stage a service user.

In addition to maximising influence internally, we give rough sleepers every possible chance to speak directly to policy makers – through involvement in our media campaigns or talking to local and central government politicians. Our campaign against super strength lagers has been enhanced by former rough sleepers talking powerfully about the damage these drinks cause and won a Third Sector award recently for its impact.

In our 2012 User Survey results over 90% of service users believed that Thames Reach understood their needs and had helped them to make progress but the same survey showed that just over 50% of clients felt they got support around the level of contact they have with family and friends and we felt this needed to improve. As follow up SORT has put into their Service User work plan a follow up feedback session with those who contributed to find out what more the team can do.

62.5% of those who contributed said that they would like to be involved in follow up work around Involvement and a service user focus group is being established to contribute to

the development and implementation of our work plan. The group will also facilitate discussion to increase involvement with organisational and local authority led initiatives by service users.

A client asked questions on a street contact about the team's involvement with Police and UKBA. As a result, along with team discussion on how to give a consistent response around THSORT partnership work with Cleansing, UKBA and Police, TH SORT are developing a post card leaflet to give to individual clients targeted by such agencies as well as giving out in areas where hotspots are developing as part of managing the clearing of hotspots. The process following client feed-back and team discussion has been to complete a first draft of the leaflet for Thames Reach managers and TH Coordinator to agree the final message conveyed.

Currently Thames Reach is involved in a programme in partnership with consultants Lemos & Crane to help service users use social media (Facebook, Youtube, Twitter etc) to influence organisations and find new ways of communicating with providers. SORT clients will be encouraged to engage with this.

<p>An understanding of how to achieve the outcomes specified in the service specification.</p>	<p>Please provide two case studies and describe how in these examples your model of service would deliver these outcomes:</p> <ol style="list-style-type: none"> 1. Reducing the number of entrenched rough sleepers to zero 2. Ensuring no new rough sleeper spends a second night out 	<p>1000 words</p>	<p>7%</p>
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Answer:

CHAIN data shows that Thames Reach outreach teams have consistently performed well in terms of achieving No Second Night Out, and reducing the numbers living on the street.

Reducing the number of entrenched rough sleepers to zero

Some entrenched rough sleepers in Tower Hamlets have been helped through Thames Reach's Housing First initiative. Other entrenched rough sleepers in Tower Hamlets will be given this additional service where this is assessed as being the approach most likely to achieve a move off of the street.

TH SORT has a caseload that includes 14 individuals categorised as 205s or returners. All 14 are currently accommodated. Our track record in assisting long term entrenched rough sleepers with chaotic street lifestyles to move off the streets is unparalleled. Our case study illustrates the complexity of working with many entrenched rough sleepers.

C, born in Tower Hamlets, now in his early 40's, has been rough sleeping, been in temporary accommodation or prison all of his adult life. He has been in various hostels in Tower Hamlets. He has been dependent on alcohol and opiates since his late teens, prescribed methadone since his early 20's but has long periods of using heroin and crack cocaine. C also has a diagnosis of depression, Hep B and various alcohol related illnesses.

TH SORT has build up a strong rapport with C for the past 4 years via regular contacts on the streets, in prison or in other services.

An approach based on personalisation principles led to C being given the lead role in selecting his preferred sources of support which he indicated would be his family. Contact with his family, notably his mother in Eastbourne has been achieved and, additionally a focused effort was made in collaboration with criminal justice partners to ensure that after leaving prison C accessed accommodation to break the cycle of prison to street. His drug use has been tackled in partnership with prescribing services (he is currently on a methadone script) and he has been in a Tower Hamlets hostel since summer 2012. His SORT worker remains in contact to assist with any further actions to prevent a return to a street life-style.

We will reduce the number of entrenched rough sleepers to zero by:

- excellent preventative work which extends beyond our initial assessment if our continued support helps to prevent eviction, relapse or a return to the streets
- excellent casework with clients which builds on strong rapport, regular contact, and going the extra mile
- offering expertise in mental health and substance misuse and working with other agencies to support clients through various transitions
- personalised options and identifying support from family
- motivational interviewing techniques
- excellent partnership working

Ensuring no new rough sleeper spends a second night out

From CHAIN data it is clear that Thames Reach is consistently successful in ensuring that no new rough sleeper joins those living on the street.

In Tower Hamlets, only **2 out of 265** new rough sleepers in the last ten reporting periods joined those living on the streets. This contrasts with **13 from 154** in the City and **9 from 387** in Camden.

Presently Thames Reach teams are delivering impressive results in responding to a challenging Flow environment. In terms of those leaving the hub with accommodation/reconnection, the figure is 68% for Tower Hamlets - 64 people – which is the best performance in the sub-region with other boroughs achieving poorer outcomes with fewer people.

All our outreach teams work closely with NSNO staff, Housing Options staff and local agencies to achieve rapid interventions. Within the existing team is a wealth of outreach experience which ensures new referrals are discovered quickly and efficiently and then verified accurately in line with CHAIN guidance and GLA policy. Outreach teams are equipped with mobile technology which allows them to receive new referrals in real time and also check the CHAIN database to qualify client eligibility. Thames Reach staff use emergency bedspaces and liaise closely with hostels, the two hubs, and local agencies.

Our case study describes out interventions in July 2012 when Thames Reach staff were responding to a new referral on a dawn shift. The client was found in a highly distressed state, reportedly suffering a temporary drug psychosis and disclosed to the team that he had been sexually assaulted the night before. The workers called the police and an ambulance and the client was taken to hospital. The workers then handed this over to the team who followed up with the hospital and liaised with them to ensure the client received

appropriate advice. Later that evening the client presented at Thames Reach offices, still with an immediate housing need. Police officers attended the office, the client was supported in making a full statement and temporary accommodation was arranged. From the SORT assessment that took place a residential connection to the LB Southwark was identified. The client was referred to the rolling shelter and staff there assisted with linking him in with daycentre advice services in Southwark. The client went from the rolling shelter to social housing in Southwark. This example involves liaison with six separate services, two emergency housing outcomes, two needs/risk assessments, a hospital presentation and two police reports. All this took place within four days and the client did not have to spend another night on the street.

We will ensure no new rough sleeper spends a second night out by:

- confidently identifying accommodation options
- liaising with the Street Population Coordinator to access emergency bedspaces and other creative solutions
- working well with HOST and hostels
- being robust in communicating tough messages
- working assertively with partners to ensure solutions are offered and followed up.

<p>Demonstration of how services will innovate, develop and respond to new initiatives.</p>	<p>Please provide two examples that illustrate your organisation's approach to innovation and its impact.</p>	<p>800 words</p>	<p>6%</p>
<p><i>Answer:</i></p> <p>Thames Reach has been at the forefront of innovative new approaches (for example initiating the London Reconnections service in 2009, or the bendy bus pilot), in response to changing needs).</p> <p>Recently we have started a Housing First pilot for the GLA. The service offers a tenancy to 14 entrenched rough sleepers who tend to abandon or be evicted from traditional supported accommodation. There is minimal conditionality but support is tailor made to be appropriate, flexible and creative. All Housing First services offer this flexible service. Thames Reach was keen to bid for this funding feeling that it offered real potential for those cynical about, or failed by, mainstream services.</p> <p>As part of our engagement we adopted a minimalist approach concentrating on two questions only - in relation to where they might want to live and what kind of life they would lead. This came from our new Essential Lifestyle Planning which ensures the most important things are discussed. The impact has been that Thames Reach has been able to engage with 21 clients – 7 more than we are funded to, and more than the two other organisations involved.</p> <p>Our support is person centred and delivered by a combination of staff and peer mentors. Six long term entrenched rough sleepers are now living in their flats with a unique package of support. The service is evolving all the time but so far the impact has been 100% success for those housed, and those waiting for accommodation are still engaging, including two Tower Hamlets clients.</p>			

Our other example is how we have developed a more proactive approach to help those on the streets with poor mental health.

For years outreach workers have been frustrated by the lack of resources for those with enduring mental health problems living on the streets. So many mainstream services are appointment based and are therefore inaccessible to many of our clients. Thames Reach was involved in some pioneering work through London Street Rescue, inviting a doctor to come out on shift. This "Street Doctor" approach had some high profile results but was not universally accessible.

Thames Reach staff were increasingly concerned about certain complex clients. For example in Tower Hamlets a man sleeping in a puddle was helped by our staff and a Police mental health liaison officer but after self-discharge returned to his puddle with no shoes and a host of health issues and behavioural challenges. Following more interventions and very creative, personalised work by Thames Reach, he engaged and has been off the streets for 13 months. The case reinforced the need for specialist services on the street.

Building on this experience, Thames Reach worked with the Street Population Coordinator who secured some funding for a secondment from the local CMHT. The impact has been staff in SORT and hostels have greater awareness of mental health issues and pathways and the worker has advised on cases regarding anger management, distraction and alternative coping strategies.

Thames Reach successfully bid for funding for psychiatric/CPN input on the streets to target 30 individuals across several boroughs. The impact of this additional expertise is that we can tailor our engagement to be more psychologically informed, which helps secure engagement into treatment/accommodation sooner. The mental health professionals go out as often as required with the outreach workers to obtain the necessary information to carry out a formal assessment which can be used to secure a section, or for safeguarding purposes.

Recently a 73 year old client was refused accommodation by a Council as he was not in priority need. Thames Reach knew he was vulnerable and housed him in an emergency B&B and then arranged for an assessment from our experts. They visited a few times, concerned about self-neglect (not eating for example unless Thames Reach brought him food) and other behaviours and their formal assessment resulted in the Council agreeing they had a duty to help him. This happened sooner as a result of the clinically produced assessment and report, which was only possible because they visited a few times, and the client was considered for more longer term options. The alternative would have been him

wandering back to the street.

As with all innovation we need to review and learn the lessons – sharing good practice and mainstreaming the new ways of working so that services continuously improve out of the pilots and extra funding.

Please provide two examples that illustrate your organisation's ability to change its approach when required especially when new approaches are being explored or if the current approaches are not working effectively.

1000
words

7%

Answer:

Our services and approach evolve constantly to respond to changing needs, service user feedback and new challenges. Our ongoing dialogue with the Rough Sleepers' Co-ordinator and other colleagues within the local authority means that new approaches are frequently discussed and developed in collaboration. Within Thames Reach there is a culture of accepting change with energy and optimism. We supported No Second Night Out from concept to reality through our Chief Executive's active engagement at a strategic level through the London Delivery Board and at a local level by changing shift patterns for staff and volunteers to accommodate new ways of working and to maximise the opportunity of using the NSNO hub.

Our examples are the Olympics and enforcement

Last year was exceptional for the extension of No Second Night Out, but also because of the Olympics. There was a fear that the Games would lead to a big increase in the number of rough sleepers and some commentators predicted that rough sleepers would be coerced away from central London. As one of the Olympic boroughs, Tower Hamlets was in the spotlight and the SORT as the contracted outreach service took its responsibilities towards Tower Hamlets to prevent a sudden increase in rough sleeping and to ensure that the way in which rough sleepers were assisted was reported and understood extremely seriously. In conjunction with the Council, sub-region, Street Population Coordinator and agencies, we developed new systems to respond to the exceptional situation and achieved strong outcomes as a result.

With extra funding available, we extended the team to deal with a possible influx of rough sleepers new to the streets. Outreach shifts were put on each night for the duration, and the Thames Reach team worked with local hostel providers and the Street Population Coordinator to provide emergency accommodation for up to 28 days. This involved using Dock Street hostel like a SWEP or emergency bed provision during the Olympics in order to assess and work with clients quickly.

Six entrenched rough sleepers with no recourse or local connection were targeted and through our Olympics planning programme five were housed or reconnected. We saw an opportunity and encouraged by our commissioner were able to work with these clients using the Dock Street facility, a provision which under normal circumstances we would not have access to for this group. This innovative approach, for those not eligible for the hub, abetted by the flexibility that the commissioner allowed, enabled clients to be assisted quickly. We regard this flexibility, and innovation to be a Thames Reach hallmark. In addition workers worked with LA and MH teams outside of London to get clients the support and suitable accommodation needed and to be reconnected back to those areas and linked in with support agencies.

Enforcement

Thames Reach has worked alongside enforcement agencies for many years now, including the Metropolitan Police, the UKBA and the Fire Service. We have become expert coordinators during squat clearances and in dealing with hotspots. Working alongside enforcement agencies has required some new approaches to maximise the positive outcome and Thames Reach has been successful in leading on new ways of multi-agency working which strengthen our combined impact and achieve better outcomes.

In 2011, THSORT developed a more formal working relationship with Tower Hamlets Enforcement Officers through joint working on street shifts. We exchanged information protocols and established clearer communication and high visibility joint working. This partnership was part of Thames Reach's general drive towards a clear and unambiguous delivery approach based around the message that rough sleeping in Tower Hamlets is not an option in circumstances where appropriate offers of help are made.

Further to this we have undertaken some excellent work in partnership with the police and UKBA which is reflected through our success in Operation Ark and the pathway which has been developed. Often the joint operations are out of regular working hours, in the early hours of the morning, evidencing mutual commitment to the partnership. Assisted by Thames Reach's influence, this has brought resources to the borough with an operational lead in Tower Hamlets, and the UKBA working with us in resolving some of our more complex immigration cases.

As resources were limited during the Olympic period we were proactive in trying to secure extra help by escalating the request. With help from the Street Population Coordinator a Joint Working Bid was proposed for extra Police provision in the borough and negotiated personnel from Westminster UKBA introduced to accompany TH SORT on targeted shifts.

The bid enabled two-weekly joint patrol shifts which quickly picked up momentum in terms of high quality and effective partnership working leading to a reduction in people sleeping out. Police support was split between the Tower Hamlets Partnership Task Force and Safer Neighbourhood Teams and Thames Reach provided an experienced Lead Enforcement Worker to liaise and coordinate shifts.

A summary of the outcomes so far is as follows:

- 7 Agencies participated in the shifts involving 10 Teams and 16 Workers
- 5 people took up voluntary reconnection
- 15 MTR letters were served and 7 RDO's
- 2 removals were made
- 2 removals are imminent
- 29 sleeping sites have been visited including 15 hotspots with 12 hotspots remain clear

The seven people who are now no longer on the streets of Tower Hamlets were amongst the most disengaged and reluctant to return. This exercise has been a considerable success and had a knock-on effect in terms of the impact it has had on other CEE nationals, providing a reminder that refusal to accept a voluntary return will ultimately have consequences.

Please describe your organisation's approach to, and successes in, working with:

1. Enforcement agencies
2. Reconnection services
3. Personalisation agenda
4. Employment / training agencies

2000
words
(500 per
question)

10%

Answer:

1 Enforcement agencies

Thames Reach has worked proactively with enforcement agencies across the capital for many years.

Working closely with the UKBA to achieve removals of A10 nationals not fulfilling their treaty obligations is not palatable to some other teams. With Thames Reach, Tower Hamlets has a provider who has been working closely with the UKBA for some years, providing information for targeted operations and organising joint shifts. Our message is strongly given that where there is a threat of removal we can offer a supported reconnection, based on our extensive practical knowledge and experience of all EU support services. All of our outreach services work with the Metropolitan Police, Safer Neighbourhood teams, local wardens and British Transport Police, amongst others.

Successful outcomes could not be achieved without the input of enforcement agencies and we value the partnerships and work hard to develop strong relationships at all levels within those agencies. This might mean strategically asking for resources – as in the earlier example of working with our commissioner on a Joint Working Bid to secure more Police resources. We work shoulder to shoulder with frontline enforcement staff – for example agreeing who will lead during a conversation with a client to achieve the best outcome. We work together on acceptable behaviour contracts as a precursor to an ASBO and frame the support plan with the threat of enforcement.

We responded to requests from BTP officers to assist in approaching begging clients around Tower Hill and if they were rough sleeping to help them into services. We join forces with Whitechapel and Shadwell SNTs and TH DIP, offering a three pronged approach to achieve outcomes with hard to reach clients.

Our successful joint working with enforcement brings benefit to Tower Hamlets commissioners and residents.

Examples include helping to engage with rough sleepers and secure reconnections away from the Royal Bank of Scotland in Aldgate and the highly successful closure of the Osborn Street squat working with the Fire Service and Police with a support package coordinated for all those in The squat.

Further successes have come from our involvement in setting up Operation Arc activities through negotiation with the UKBA, and then developing working relationships with THEOs and SNTs. The impact of Operation Arc was a reduction in the number of EU nationals sleeping rough in Tower Hamlets as all clients had a viable single service offer involving detox and reconnection. We shared valuable intelligence with neighbouring boroughs ensuring cross border cooperation rather than dispersing the problem on a short term basis. Our success led to a UKBA caseworker to progress the immigration status of our top 10 non-EU clients.

In summary, enforcement agencies are an integral part of our approach and our years of experience have resulted in very productive working relationships, allowing us to achieve quick solutions, despite the complexity.

2 Reconnection services

Thames Reach has led the development of services focused on the reconnection of destitute non-UK nationals to their homelands working in close partnership with local authorities, police, the London Fire Brigade, relevant Embassies and the UKBA, since 2009. We developed the award winning London Reconnections service, the West London Reconnect service for non EU nationals, and provided the Routes Home web site to help other agencies in the UK.

Thames Reach's philosophy on reconnection has been clear even when other providers believed our approach to be uncompromising in the need for destitute people to return, with support, to their country of origin.

If a rough sleeper is not fulfilling their treaty rights, reconnection is the best option, especially if there are health or substance misuse issues. The alternative is they spiral into destitution, risking death and often causing unacceptable anti-social behaviour for

the local community. We have developed arrangements with support agencies in all A10 countries so that we can offer reconnection to an appropriate support agency, which we know intimately from our years of partnership work. This insight, honesty and track record will often prove the difference between someone remaining on the streets and agreeing to be helped home. Many have alcohol issues and their inability to abstain means they are ineligible for help by Barka. Thames Reach has developed links with Brook Drive, and through support from the Street Population Coordinator, can fund detox where necessary for safe travel. Our team has reconnection workers who speak Bulgarian, Polish and Russian, and they can refer to our London reconnections team with staff speaking other languages.

No other provider can match our reconnection work in terms of outcomes, partnerships here and across Europe, and effective links with embassies and consulates. Since 2009 we have reconnected over 1800 people to support/family in their home country. In Tower Hamlets we have helped reconnect 32 since July, and many others through Operation Arc initiatives. For example Wojtek had been sleeping rough in parks, streets and bin sheds in Tower Hamlets for many years, drinking heavily and unable to work as he lacked ID documents. Through working with the UKBA, we helped persuade him to accept reconnection. We have many successes with entrenched rough sleepers, in Tower Hamlets, for example recently with a young Bangladeshi, over-stayer with no ID, addicted to heroin. Thames Reach worked with him to get a script, helped with ID and travel documents preventing more years on the street. Where there is a mental health issue, we liaise with services here to ensure they coordinate care packages in the home country.

Our approach reflects determination, vast knowledge, experience and expediency. We highlighted the dangers of hand gels in hospitals for example as CEE nationals were drinking the handwash for alcohol, and successfully campaigned for better labelling and security.

3 Personalisation agenda

Thames Reach has always worked in a personalised way, treating people with respect and seeking individualised support solutions. We have embraced the more formal agenda – for example using personalisation funds to offer more creative solutions. Throughout Thames Reach this has meant welfare monies being earmarked for personalised options, allowing us to work more holistically and creatively.

Alongside accessing personalisation funds, our teams have developed a more flexible way of working which in turn creates more personalised solutions.

To persuade a rough sleeper to come off the streets into a temporary/emergency bedspace, we have developed a range of ways to challenge their resistance. We can offer time-limited moves: this could be one night with no conditions to get them off the street and able to contemplate what being accommodated might mean, or it could be a hostel or B&B with a maximum stay and assurances of move on to lower support provision. Conditions are attached related to engagement and access to treatment for example, but the personalised element comes from them agreeing a “contract” and being able to make requests and hold us to account on follow up.

Sustained outcomes are usually achieved when a rough sleeper can re-engage with family, or with work or interests. Often our interventions and support plans will reflect these. For example, Tower Hamlets client A has a long history of alcohol dependency and being evicted for violent behaviour. He has a wide ranging ASBO preventing him being intoxicated in public anywhere in England or Wales, and has frequently breached it and served custodial sentences. On release, we referred him to an abstinence based project and then encouraged activities to help him stay dry – for example applying for funding for a camera to illustrate the book he was writing, and funding for a carpet laying course which he recently completed. We maintained weekly contacts with him and he has remained in for over a year and is currently close to receiving an offer of a Clearing House tenancy. Without the personalised elements it is unlikely he would have abstained and probable he would have returned to the streets.

We have developed various tools and techniques to help staff be creative when engaging with staff and these have proved successful in our Housing First work as well as with Tower Hamlets SORT clients. Essential Lifestyle Planning is a detailed planning tool identifying what is most important to the client and this often proves a solid starting point for a personalised way of working. For example, it could reveal a wish to have a family, or a garden, and these are valuable insights which can inform our interventions alongside the more clinical needs assessment.

4 Employment / training agencies

Thames Reach has always believed that employment helps people turn their lives around after rough sleeping. It provides focus, income, dignity, status and inclusion. Our business plan has a strong focus on increasing workability and developing partnerships which provide a range of options. All service delivery teams are required through the planning process to focus on employment. We aim to create an employment pathway for every service user and have a target that 25% will be in employment.

Thames Reach pioneered the skilling up of service users through our Giving Real Opportunities for Work programme which has been funded to be rolled out nationally following the considerable success achieved at Thames Reach where over a fifth of the workforce are former service users. Our current apprenticeship scheme attracts many service users to apply each year for a course of study and placements within Thames Reach. We can help service users through the various stages of their progression to work whether that is tackling health or substance misuse issues, using volunteering experience to gain confidence or skills or helping with access to training or employment schemes such as our painting and decorating course.

Our message is positive and practical and we help rough sleepers identify needs and risks in relation to employment. Our outreach teams benefit from volunteers who have been rough sleepers themselves and many go on to training schemes or try relief work as a way in to more permanent employment. Our Greenhouse scheme in Hackney (day service offering health and housing advice) signposted 248 clients to meaningful training options in 12 months. Our TRAVEL scheme is a structured training course helping prepare service users for employment and offering placements within Thames Reach and the wider community.

For example, someone currently working with our Housing First clients is himself a former rough sleeper who was met in Tower Hamlets. He had been in and out of hostels since 2006 and was someone who felt isolated and de-motivated. We supported him to become a volunteer with London Street Rescue which started with a clear induction, lots of support and specific training relevant to outreach. This increased his confidence and as he helped on more shifts his contribution grew significantly. He has real potential and is already make a huge impact with his Housing First clients both in a practical sense (he knows the issues and empathises), but as an inspirational role model.

We are strongly committed to offering options to homeless people through our new Employment Academy, a substantial capital investment provided to us by DCLG on the back of our strong reputation in this area and through peer advocacy work from our subsidiary, Groundswell. Regardless of how far someone might feel they are from working, we have support and options for them to become skilled, confident and able to access some work based placements. This is a vital part of our Social Impact Bond work, and we will talk to rough sleepers about employment issues from day one.

Demonstration of how services will respond to new events	Please describe what action would your organisation take if there was a large influx of rough sleepers into the borough due to enforcement measures taken in an English Region?	500 words	4%

Answer:

The team is very flexible and good at responding to new 'trends' or increased numbers on the streets. Our outreach work in 22 London boroughs (including adjacent boroughs) and links with agencies nationally enables us to share any concerns of changes that could impact negatively on Tower Hamlets.

We had a dramatic increase of Eritrean rough sleepers some years ago as many were leaving their NASS accommodation to join an existing community here. We liaised with immigration, HOST and local day services and met with Eritrean services. Our outreach workers were uncompromising in not giving access to accommodation so countering the message that coming onto the street could pay dividends, but we sought ways of humanely assisting the Eritreans to make connections away from London.

The current local connection protocol makes it easier to stop influxes of rough sleepers accessing services in the borough.

Our rapid response would entail

- Finding out where they have come from and whether there is a viable connection to progress
- Convening a multi-agency meeting to coordinate an effective approach
- Clarifying the need for each authority to take responsibility for rough sleepers with a connection

Should a significant influx occur, depending on numbers, we would carry out risk assessments so that a swift operation could be planned with safety and maximum engagement paramount. If there were large groups we would request support from partner agencies to maximise information exchange and ensure safe engagement. of the type we undertook with a group of Punjabi rough sleepers in Hounslow which led to voluntary and forced return and the closure of the site.

Outreach teams must have the necessary languages and cultural sensitivities to undertake this work. Our Tower Hamlets team speaks six languages, with access to most others through the London Reconnection team.

We are confident responding to new groups, even if their behaviour is volatile having built up strong partnerships with enforcement agencies. We often find very vulnerable members in groups. Recently when clearing a bin shed in Wentworth Buildings we removed four men but had to support the female facing domestic violence issues. If there are substance misuse issues we can access detox as part of a reconnection plan.

We deliver a rapid and assertive response based on a single service offer. We promote the benefits of supported reconnection in their language so we are precise about the message. Our staff can talk from first hand experience of the process and the support available in their country. This genuine message of support and hope, alongside the robust enforcement message, frequently secures a reconnection. We visit with input from our London Reconnection team, to maintain contact and ensure the individuals or groups do not become entrenched. Short term accommodation offers can be used to encourage the reconnection acceptance and to reduce the risk of anti-social behaviour or safeguarding issues.

Throughout the process we remain in contact with the Street Population Coordinator, ensuring that all members of the responding team are working cohesively and consistently.

An understanding of local knowledge and the ability to effectively problem solve.	What does your organisation foresee as the main challenges in delivering this Service in Tower Hamlets and how will these challenges be overcome?	2000 words	10%
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Answer:

Whilst there are several challenges to be considered, significant progress has been made towards ending rough sleeping in the borough and Thames Reach would forge ahead to achieve the Mayor's target, and the borough's objective that nobody should sleep on the streets of Tower Hamlets. We believe that contracting with Thames Reach offers an enormous opportunity for Tower Hamlets to be the leading best practice beacon in the deliver of services to rough sleepers. We are tantalisingly close to achieving zero rough sleeping and therefore Thames Reach will energetically work with the Council to overcome the challenges, which we see as:

Increased flow

- the various magnets that exist in any inner city area attracting rough sleepers to the streets
- agencies not adhering to approaches that deter people from coming onto the street which undermine the work of the Council and Thames Reach

Changing resources

- responding to the closure of hostels and limited private rented sector options in the borough
- borough of local connection not having the provision required or not cooperating
- impact of welfare benefits reform

Conflicting messages

- clients not accepting the single service offer

- those agencies who have no expectations of change for rough sleepers and/or give conflicting messages, especially for non UK rough sleepers
- inconsistent messages between the sub-regional boroughs making cross borough work problematic

Hotspots

- begging and other anti-social behaviour
- encampments and hidden homeless.

The Council, through the Street Population Coordinator, has provided a clear strategy to achieve zero rough sleeping in the borough. Collectively we have made huge progress and have achieved impressive outcomes compared to other boroughs. For example, the latest street count snapshot showed seven rough sleeping in Tower Hamlets after an extremely thorough count, against 14 in Redbridge, and 21 in the City. The Tower Hamlets figure is a further reduction on last year's figure of 9, and 13 the year before. In Hammersmith and Fulham, where we provide the outreach, the figure this year was 8. Thames Reach has demonstrated that all its teams achieve impressive results even with increased flow, showing that the goal of ending rough sleeping is within sight.

However, despite all the efforts, there are still several hotspots in the borough where rough sleepers congregate and are supported to perpetuate a life on the streets, with substance misuse or poor health putting them at extreme risk and without any expectation of change. For example, church shelters (like the GrowTH shelter in Tower Hamlets) offer hospitality, but do not see the importance of asking for ID information or complying with basic good health and safety. They do not support the protocols agreed by other agencies and therefore can undermine efforts to achieve and enforce single service offers.

Thames Reach has worked very closely strategically and operationally with commissioners in Tower Hamlets and we are closely aligned with the approach to services and how we will end rough sleeping. Working with the Street Population Coordinator we have reiterated to GrowTH and Housing Justice that we firmly believe in a coordinated and robust approach from all services and that any service which undermines the cohesive approach (which is reducing rough sleeping) will not be used by Thames Reach.

For those EU rough sleepers not exercising their treaty rights, we have a clear single service offer involving a supported reconnection which is very effective once the client engages and hears about the rehabilitation agencies we have links with in Europe. However, our efforts can be undermined by clients being influenced by CAB workers, or even other charity staff, encouraging clients to make benefit claims. We know that frequently the claim is then cancelled resulting in debt for the client in their country, the reconnection is delayed or refused, and ultimately the client remains destitute on the streets as a result of bad advice and inconsistent messages from some agencies.

In terms of overcoming this challenge, Thames Reach will be absolutely clear in its support for Council strategies and protocols which underpin everything we need to end rough sleeping. Practically this means not referring anybody to such shelters. We would continue efforts to influence their practice. Thames Reach has been funded through the Homelessness Transition Fund to work with Housing Justice and after the end of the two year project we aim to have significantly improved the practice amongst shelters in relation to gathering data, health and safety, staff skills and capacity building and positive

outcomes recorded on CHAIN which can support the overall strategy of ending rough sleeping. Thames Reach also works with the GLA funded project working with faith based groups to change hearts and minds in relation to shelters and soup runs for example. Our CEO chaired a group in Westminster which successfully secured the agreement of soup runs not to operate within a defined area, and now the same approach is being used in the Strand. This demonstrates Thames Reach's commitment to working on complex local issues and not being daunted by resistance.

With reconnection issues, we will repeat our message that unless clients are work ready and able to fulfil their treaty rights, they spiral into destitution – whereas a supported reconnection offers tangible support, direction and a safe dignified return. We have excellent links with embassies and have worked with the Passage on a "Before You Go" project to help inform EU nationals before they come here. We have also secured the help of a BBC film maker who has been working on a DVD showing the pitfalls of rough sleeping for EU nationals, but also the benefits of supported reconnections. The challenge of rough sleepers requiring detox treatment prior to reconnection has been met to date with support from the Street Population Coordinator and if this can continue it does mean we can secure reconnections very quickly. Making use of the Ollalo for temporary accommodation or emergency beds to hold people is also important. We are currently liaising closely with the Croatian Embassy to ensure that when Croatia joins the European Union in July, Croatian nationals do not come unprepared to the UK and add to the rough sleeping population.

Hostel places in the borough are reducing and this can cause some pressure and delay. However, it is the use to which hostel places are put rather than the number of bed-spaces which is key in achieving success through a hostel system. Thames Reach has experience of hostel diversion programmes in other boroughs – for example in Hackney where our Greenhouse Walk has secured nearly 300 accommodation outcomes to the private rented sector in a year through local contacts and informal support. Thames Reach provides support through the East London Housing Partnership to vulnerable clients across the sub-region, including Tower Hamlets and this is a route that will be explored further as an alternative to waiting for hostel spaces or supported housing. Our new Social Impact Bond team (ACE) will be targeting identified entrenched rough sleepers who may traditionally have used hostels intermittently and unsuccessfully and SIB creativity will ease pressure on hostels as we use other options.

Thames Reach outreach teams can make referrals to our shared housing initiative where clients are actively looking for work, with support from a peer landlord. Thames Reach will also be assertively following up local connections to secure accommodation offers in other boroughs or counties in the UK. For new arrivals on the street, reconnection speedily away from Tower Hamlets will be the default option unless there is a clear local connection. We have many productive contacts that have achieved transfers from Tower Hamlets to Camden, Westminster, Hackney, Southwark and Lambeth and we see this work continuing given our pan-London contacts in housing teams.

We know that some clients will not accept the offer made to them – whether it is for No second night out, or for help accessing treatment or support. We will continue to respond by persevering with the single service offer whether through increased contact or enforcement. We know from experience that outreach workers relentlessly repeating the offer – as well as expressing concern for wellbeing or the unacceptability of their situation eventually can achieve a positive response. It is vital that outreach workers maintain

contact so that whenever there is an opportunity (which could come from a cold weather spell or failing health, hospital admission etc), we take it.

Sometimes we need to use tactical means – for example restricting someone's access to an area by use of ASBO, or trying to influence behaviour by behavioural contracts. Our approach is to consider the option most likely to achieve the quickest route from the street, the one most likely to be sustained, but to have other options and persevere if that doesn't work. For example, Thames Reach worked intensively with Police to secure an ASBO for P – a long term rough sleeper on our "205" list – in the hope he would engage more with the Dellow. He is now in an emergency bedspace at the Dellow and away from the streets.

We know that encampments and groups of vulnerable people are hidden away and we respond quickly to any reports or concerns as soon as they are received. We engagement with enforcement support through coordinated and targeted operations, using single service offers and appropriate security put in place to prevent their return to the site. Groups are often met and supported away within a matter of days (such as Wentworth Buildings recently). We have shown that we can tackle the most complex of situations (helping to close Osborn St squat and helping to clear the tunnels at Aldgate in conjunction with local teams and businesses).

As the economic climate presents challenges, we must ensure that resources are used wisely. Thames Reach brings considerable added value through our pan-London operations – trained volunteers, vehicles for emergencies, but we would also continue to harness the contribution of all local people who can be our eyes and ears. Tactical and collaborative use of the media ensures that homelessness remains a priority amongst all the other demands.

Ultimately challenges are met by commitment to agreed plans, flexibility to change approaches, excellent communication and partnership working – and Thames Reach excels and invests heavily in all of these. We don't underestimate these challenges but we have already responded effectively and would be confident of continuing to make progress in partnership with colleagues.

We bring enormous energy and urgency to end rough sleeping which is our own vision and our "can do" attitude throughout the organisation means we will not be daunted by any challenge. These ideals are seen in our practice every day of the year in Tower Hamlets and throughout the capital.

It is also essential that central and regional government continues to address the problem of rough sleeping and associated activities. Thames Reach has influence at all levels of government, within DCLG, with the GLA and with other local authorities and we will work with all parts of Tower Hamlets to ensure that the general issue of rough sleeping remains high on the government agenda and that the specific issues facing Tower Hamlets are recognised and addressed.

Equality and Diversity Policy

Policy Statement

Thames Reach is committed to promoting equality of opportunity for staff, service users and others associated with the organisation. Through our work with homeless and vulnerable people Thames Reach is often at the forefront of identifying and tackling social exclusion and we are committed to advocating for and speaking out on behalf of those people or groups who are experiencing disadvantage or discrimination both 'on the ground' when providing support to individuals and on a local and national level to influence policy and decision makers.

This policy document identifies the organisation's overall policy aims in relation to promoting equal opportunities, valuing and celebrating diversity, combating discrimination and ensuring services are as accessible as possible and its principles underpin a wide range of operational policies and procedures.

Thames Reach is committed to:

- Equality of opportunity. This means that in the provision of services, the selection of suppliers and contractors, and the employment of staff to provide these services the organisation aims to ensure that no-one is unfairly discriminated against because of their race, gender, age, disability, sexual orientation, gender identity, social standing, history of homelessness, religious beliefs, refugee status, ethnic or national origin, marital status, type of contract, pattern of work or because of responsibility for dependents
- Taking practical steps to address inequality and discrimination by complying with relevant legislation and developing best practice

We believe that:

The services we provide will be enhanced by the diversity of staff and service users, and recognise that we need to work as an organisation and as individuals within the organisation to promote and celebrate this diversity and harness it's potential to improve the services we provide.

Taking positive action to meet the needs of specific groups facing discrimination can make a practical contribution to addressing discrimination.

This policy applies to all people that are accessing or are suitable for Thames Reach services and anyone undertaking work on behalf of Thames Reach including staff, contractors, volunteers and Board Members.

Legal Context

Thames Reach's policy operates within and fully complies with equality legislation that provides protection to people to ensure that they are not discriminated against in relation to employment, provision of services and access to accommodation. Areas where discrimination is legislated against include age, gender, gender identity, disability, ethnicity and race, religion and belief, sexual orientation, marriage and civil partnership, and pregnancy and maternity.

Relevant legislation and further details on the legal context that Thames Reach operates within can be found in the Equality and Diversity Procedure.

Additionally the organisation will ensure that it strives for best practice to ensure that no group or individual is discriminated against.

What Thames Reach will do – Core principles

- Thames Reach will seek to promote equality, value diversity and ensure accessibility by:
- Actively addressing discrimination and harassment. Thames Reach will ensure that everyone directly associated with our organisation – staff, service users, contractors, visitors - is aware of our commitment in these areas and how this policy affects them.
- Developing internal working arrangements and structures that will assist in the promotion of anti-discriminatory practices.
- Ensuring that local projects establish and maintain suitable systems to ensure that we can effectively monitor and evaluate compliance and progress in relation to promoting equality of opportunity.
- Prioritising and supporting the work of departmental Equality and Diversity groups to develop best practise and the systems and structures which underpin the aims of this policy.
- Ensuring that the accessibility of its buildings, services and information is routinely reviewed and improved where possible.
- As a voluntary organisation Thames Reach is not legally required to conduct Impact Assessments however as good practise, where the organisation is making significant changes to a service, strategy or working practise we will conduct Equality impact assessments to ensure we have assessed and managed the possible impact on: homeless or vulnerable people, minority or socially excluded groups, staff and volunteers; and do not inadvertently create barriers or exclude people.
- Ensuring that homeless and vulnerable people who may routinely face difficulties accessing services and getting the help they need (e.g.: those with complex needs, those whose behaviour is very challenging) are not unnecessarily prevented from being supported by the organisation.
- Thames Reach will respond to breaches of this policy by service users firmly but fairly and sensitively. The organisation recognises that working with a challenging service user group will mean that staff may face abusive behaviour. We will seek to work with service users to address the behaviour, reduce the risk of it occurring and support staff while minimising the extent to which this behaviour further excludes service users.

Service Users

Thames Reach and its local projects are committed to ensuring equality of access and support to people who are in need of our services.

Thames Reach will ensure that there is clear, accessible information on its services made available to those who may need it in suitable formats and places e.g. translated into different languages, available in a range of community services.

Service users or potential service users will always be treated with the utmost respect and fairness when coming into contact with Thames Reach services. If a person is not suitable for a Thames Reach service the reasons will be explained clearly and the person will be given advice and guidance on their rights and where they can get the help they need.

Service users will receive support from Thames Reach that is:

- Non-judgemental and non-discriminatory

- Always delivered to the same high standard based up on their individual needs and aspirations
- Considerate and sensitive to each person's background, beliefs and experiences
- Agreed on and planned with them so that people are fully involved in the support they receive

Thames Reach will ensure that where service users have experienced discrimination or exclusion they will receive support to challenge this and that Thames Reach staff will keep them informed of their rights and advocate on their behalf where necessary.

Thames Reach will investigate and treat any allegation of discrimination occurring within Thames Reach services or on the part of Thames Reach services or staff with the utmost seriousness.

Thames Reach and local teams will ensure that they record enough information about their service users to properly analyse the make-up of the user group in terms of gender, age, racial origin, ethnic origin, sexuality, disability and special needs so that services can be targeted at those who need them most and barriers to access can be removed.

Training and Support for Staff

Thames Reach will seek to develop and maintain a workforce that reflects the wider community within which we operate.

The organisation will take positive and practical steps to remove any barriers to the participation of people who are currently under-represented as staff, service users, board members or contractors. Thames Reach will ensure that staff, volunteers and Board Members have equal access to relevant training and opportunities for development and that terms, conditions and employment practices do not discriminate against any group.

Thames Reach will ensure that staff receive the appropriate support, training and advice to assist them to deal sensitively with:

- challenging discriminatory behaviour or practices
- providing support to those experiencing discrimination

If staff encounter harassment or discrimination either from service users, Thames Reach employees or other individuals whilst carrying out the work of Thames Reach, we will ensure that they are given support, that their rights are protected and that adequate steps are taken in order to tackle the behaviour including legal action or reporting behaviour which is a criminal offence.

Recording and Monitoring

Thames Reach will systematically collect, monitor and evaluate information on the characteristics and composition of its service users, staff, Board and job applicants to assist in the assessment of the implementation and effectiveness of this policy. This information will be provided in summary form to the SMT and the Board each year.

The central Equality and Diversity group convenors will report directly to SMT on the Equality and Diversity work plan and progress.

Equality and diversity practise and development is a 'golden thread' running through Thames Reach's internal quality framework. Each team is audited annually as part of this process and results

of these are reported to SMT and the Board annually. Adherence to this policy, organisational themes or training needs, good practise and projects receiving Red grades are specifically highlighted as part of this reporting.

Information and Confidentiality

Thames Reach will share information with other agencies regarding service users where it is necessary to reduce risk, safeguard the wellbeing of the individual or others as part of a criminal investigation or hearing.

Thames Reach will collate and monitor statistical information about both employees and service users to allow consideration of the profile of the workforce and service user's in terms of age, gender, ethnic and racial origin, disability and sexuality. This will be undertaken for the purposes of ensuring that marginalised groups are represented, that need is being identified and met and the workforce properly reflects the make-up of the wider community within which we operate.

Policy History

Date adopted and Dates of previous reviews	Adopted 01/02/1998 Reviewed 27/07/2007	Michelle Binfield
Date and Type of last review and consultation	November 2011: Full review. In consultation with HR and Departmental E&D convenors. Most recent policy replaces 'Referrals Quality Statement'.	Debra Ives Iyobosa Ehanire
Type of service user involvement/consultation		
Name of ratifying SMT member/group/committee	Audrey Mitchell	
Date Ratified	April 2012	
Suggested earliest date of next review	November 2014	

Related Policies and Procedures:

- Thames Reach Ethos and Values statement
- The Code of Conduct
- Casework Management Policy and Procedure
- Recruitment Policy and procedure
- Leave and Flexible working Policies
- Harassment and Bullying Policy
- Managing Challenging Behaviour
- The Whistle blowing Policy
- Complaints and Compliments Policy
- Local Referral Procedures
- Access Audit Form (Guidance included)
- Impact Assessment Form (Guidance included)