Asylum Accommodation and Support
Schedule 2

STATEMENT OF REQUIREMENTS

[Note: Any references within this document to existing or proposed representative groups may be subject to change]
Contents

1 STATUTORY & MANDATORY REQUIREMENTS AND GENERAL PRINCIPLES ...........................................3
  1.1 STATUTORY & MANDATORY REQUIREMENTS .................................................................3
  1.2 GENERAL PRINCIPLES .................................................................................................4
  1.3 Health and Safety .........................................................................................................17
  1.4 Medical Requirements ...............................................................................................19
  1.5 Other support organisations .......................................................................................19
  1.6 Local Authorities ........................................................................................................20
  1.7 In support of the National Health Service and Public Health ...................................21
  1.8 The Advice, Issue Reporting and Eligibility (AIRE) Provider ..................................22

2 ACCOMMODATION AND SUPPORT REQUIREMENTS .................................................................24
  2.1 General Accommodation Requirements ....................................................................24
  2.2 Types of Accommodation ..........................................................................................26
  2.3 Initial Accommodation ...............................................................................................26
  2.4 Dispersal of Service Users .........................................................................................27
  2.5 Dispersal Accommodation and Temporary Dispersal Accommodation ...................28
  2.6 Food services .............................................................................................................29
  2.7 Service User Support ................................................................................................30
  2.8 Travel Assistance Services .........................................................................................32

3 TRANSPORT REQUIREMENTS .................................................................................................32
  3.1 General Transport Requirements ................................................................................33
  3.2 Ordering Transport Services .......................................................................................34
  3.3 Documentation and Recording ....................................................................................35
  3.4 Transport process ........................................................................................................35
  3.5 Baggage .......................................................................................................................36
  3.6 Training .........................................................................................................................37
  3.7 Vehicles ....................................................................................................................37

4 SERVICES TO BE DELIVERED .................................................................................................39
  4.1 Accommodation Services ..........................................................................................39
  4.2 Initial Accommodation ...............................................................................................54
  4.3 Transport Services ......................................................................................................61
  4.4 Service User Support Services ....................................................................................63
  4.5 Information Technology ..............................................................................................77

ANNEX A - H ...............................................................................................................................79
OFFICIAL

1 STATUTORY & MANDATORY REQUIREMENTS AND GENERAL PRINCIPLES

1.1 STATUTORY & MANDATORY REQUIREMENTS

1.1.1 The Provider in delivering all the services defined within this Schedule 2 shall ensure that it complies with all relevant mandatory and statutory requirements and the Authority’s rules, guidance, instructions and policies, including but not limited to housing, food, road traffic, hygiene, employment, equal opportunities, race relations, child protection, safeguarding, data protection and health and safety. Should there be any conflict between the requirements of this Schedule and Relevant Law then Relevant Law shall prevail.

1.1.2 The Provider shall source all premises, equipment and facilities required to deliver the service, and shall ensure that these premises, equipment and facilities meet all relevant regulatory requirements and are suitable for the purpose.

1.1.3 The Provider shall comply with the duties imposed on them by section 55 of the Border, Citizenship and Immigration Act 2009, and the children’s duty, to safeguard children from harm and promote their welfare.

1.1.4 Where instructed by the Authority to do so, or where the Provider believes that it is in the best interests of the Service User, the Provider shall support Local Authorities in discharging Local Authority responsibilities to Service Users under the Care Act 2014, in accordance with the requirements set out in Paragraph 1.2.5.4 of this Schedule 2.

1.1.5 The Provider shall in delivering the services comply with:

- the Authority’s guidance relating to information technology and security;
- the Authority’s policies and guidance relating to domestic violence, racist incidents, asylum care needs, dispersal guidelines and relocations;
- the Authority’s policies and guidance relating to the Safeguarding of children and vulnerable adults. This includes recognising the indicators of a vulnerable or at risk person with specific needs, and responding appropriately to their needs;
- The Authority’s policies and guidance issued in support of the Authority’s wider objectives;
- The Authority’s policies and guidance relating to failure to travel and asylum support compliance; and
- Relevant ISO or equivalent British standards, including but not limited to:
  - 9001 Quality Assurance;
  - 14001 Environmental Management;
  - 18001 Health and Safety Assurance;

Schedule 2: Statement of Requirements
1.1.6 For the purposes of dispersal of Service Users to the Specified Region and to areas within the Specified Regions, the Provider shall comply with the directives, guidance or instructions issued by the Authority.

1.2 GENERAL PRINCIPLES

The Provider shall comply with the provisions set out in Schedule 7 (Contract Management) with regard to the management of this Contract.

1.2.1 Service Users: Background Information

1.2.1.1 The Provider shall understand the background and needs of the Service User and understand that some Service Users will have particular characteristics and special needs that require the provision of particular Accommodation or Accommodation in a specific locality, and/or the provision of transport that is suitable for their needs.

1.2.1.2 In particular, the Provider acknowledges and agrees that Service Users will need to be managed with sensitivity, compassion and respect, and that they may:

- be individuals who appear to be, or are likely to become, destitute;
- have suffered trauma, be suspicious or frightened of authority figures and/or be afraid of other Service Users and strangers;
- be from many countries and speak various languages (of which English may not necessarily be one); and/or
- be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families; and/or
- be Complex Bail Cases; defined here as a Service User who is an ex-Foreign National Offender released on Criminal Bail, or similar special cases.

1.2.1.3 The Provider further acknowledges and agrees that some Service Users will have particular characteristics including:

- physical disabilities;
- mental illness or disabilities;
- medical conditions;
- age related characteristics; and/or
- other characteristics related to Service Users having specific needs or being at risk¹.

¹ See ‘Annex G Service Users with Specific Needs or At Risk Service Users’ for further information concerning the characteristics of these Service Users.
1.2.1.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority shall notify the Provider and provide instructions on any specific Accommodation or support requirements the Provider shall provide to meet the needs of the Service User.

1.2.1.5 Given it may not be immediately apparent whether a Service User is at risk or has specific needs, the Authority shall require the Provider to be proactive in monitoring and identifying Service Users with specific needs or at risk Service Users within their care. The Provider shall also be proactive in making referrals to relevant statutory and/or voluntary services for an assessment of Service User needs, where appropriate.

1.2.1.6 Where a Provider believes, or has reasonable grounds to suspect that a Service User may be at risk or have specific needs, in accordance with the Authority’s guidance and Annex G of this Schedule 2, the Provider shall respond appropriately to the Service User’s needs to ensure the safety and wellbeing of the Service User, in accordance with the Authority’s requirements.

1.2.1.7 The Provider shall also notify the Authority of changes in a Service User’s circumstances or needs, in accordance with Paragraph 4.4.3 of this Schedule 2, and may refer to the Authority for guidance where appropriate.

1.2.1.8 The Provider must treat all Service Users in a polite, courteous and respectful manner, in accordance with the principles of procedural fairness set out in Annex F of this Schedule 2, recognising their rights as individuals and respecting the confidential nature of personal data in their possession.

1.2.1.9 The Provider agrees and acknowledges that the safety and security of the Service Users in the Provider’s care is of absolute importance and must not be jeopardised. The Provider shall be responsible for the general welfare of Service Users in its care. The Provider must provide decent conditions, to the extent that this is within its power, for Service Users and meet their needs, including in respect of facilitating access to health and social care.

1.2.1.10 Proper care should be taken by the Provider to protect Service Users from curiosity, insult and physical harm whilst Service Users are in their care, including during transport.

1.2.1.11 The Provider is required to be able to support and provide Accommodation (in each case in accordance with this Contract) for Service Users with any language.

1.2.1.12 The Provider shall seek the approval of the Authority before it implements any novel or contentious approaches for the monitoring and management of Service Users, including the use of equipment to record Service Users.

1.2.2 Hours of Operation

1.2.2.1 The Provider shall note that in regard to ‘Accommodation Services’ and ‘Service User Support Services’ that the offices and establishments of the
Authority conduct normal business during Working Hours. The Provider, however, shall work at any times necessary to deliver the services defined in this Schedule 2.

1.2.3 Personnel Standards

1.2.3.1 The Provider shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Provider, are consistent with the standards of service required for the performance of the service. The Provider shall fully equip and train staff (including volunteers) to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all staff undertaking face-to-face activities.

1.2.3.2 The Provider shall ensure that staffing levels are appropriate at all times for the purposes of the Service and to ensure the security and wellbeing of all Service Users, dependent children and the Provider’s staff.

1.2.3.3 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users, or access to Service User data, shall, prior to having such direct contact or access, have been subject to Disclosure and Barring Service (DBS), Disclosure Scotland or AccessNI checks, where applicable to their role, in accordance with the ‘Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975’. The Provider shall provide evidence to the Authority, upon request, demonstrating that the Provider has adequately considered which staff are applicable for a DBS disclosure, or similar, and satisfied the requirement for a DBS disclosure, or similar, where the Provider has considered it necessary.

1.2.3.4 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users, or access to Service User data, shall, prior to having such direct contact or access:

- have been subject to, and satisfied, immigration and right to work checks;
- have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009 (BCIA 2009), that in providing services on behalf of the Authority, the Provider does so having regard to the need to safeguard and promote the welfare of children who are in the UK. The Provider must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. The Provider’s staff must have received training to fulfil this responsibility provided by either the Authority or a Local Safeguarding Children’s Board (or the equivalent in Scotland or Northern Ireland). Where relevant, this should be supplemented or modified to reflect the services that are provided; and
- have been made aware of their obligations to safeguard vulnerable adults as stipulated by the Authority in its policies, guidance and training.

Schedule 2: Statement of Requirements
1.2.3.5 The Provider’s Chief Executive Officer or equivalent; Finance Director, the person designated as in charge of data handling/data protection/security and persons with system administrator access to bulk Service User data, shall be subject to Security Clearance (SC) checks by the Authority as a reflection of their positions of control within the organisation.

1.2.3.6 The Provider shall ensure that the SC checks of the relevant personnel above are completed prior to the commencement of this Contract. The Provider shall ensure that new staff appointed to these positions once the Contract has commenced have completed SC checks before taking their posts.

1.2.3.7 All staff (including volunteers and sub-contractor agents) engaged in delivering services in accordance with this Schedule 2 must satisfy the Authority’s Immigration and right to work checks, shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law. In particular:

- specific individuals tasked with managing and/or administering aspects of this Contract and the Accommodation portfolio shall be competent in information technology, operations, management accounting and/or property management as required by their function;

- staff with contact with Service Users, either remotely or face-to-face (including volunteers and sub-contractor agents) shall be adequately trained in accordance with the requirements of Paragraph 1.2.4 of this Schedule 2, to enable them to effectively identify and appropriately respond to Service User needs;

- staff (including volunteers and sub-contractor agents) shall be adequately trained in counter terrorism awareness and will know how and to whom to report concerns about a Service User; and

- the Provider shall nominate an individual, with sufficient training, to be the single point of contact for all staff (including volunteers and sub-contractors) to report or discuss concerns of a Counter Terrorism nature, and shall provide the name and contact details of this individual to the Authority. The nominated person should know how to report concerns to the Police and to the Authority.

1.2.3.8 The Provider shall, on request, provide the Authority with details of all staff (and volunteers and sub-contractor agents) delivering the services in this Schedule 2 (both current and historical), with details of their qualifications and professional accreditations relevant to their role.

1.2.3.9 Staff engaged in delivering services shall possess, and when in contact with Service Users display, clear and unambiguous identity cards, with photographs, showing that they are duly authorised to conduct business on behalf of the Provider. These identity cards will clearly show the name and job title of the individual.

1.2.3.10 Staff uniforms will not be worn by the Provider staff delivering the services in this Contract. The Provider shall ensure, however, that all staff
performing the services are dressed appropriately (i.e. smart dress), taking into consideration safety and hygiene.

1.2.4 Training

1.2.4.1 The Provider’s training programme for all the Provider staff involved in the delivery of this Contract must cover, as a minimum, the following requirements:

- the asylum and asylum support systems;
- equality and diversity;
- data protection; and
- safeguarding.

1.2.4.2 In addition to the requirements described above, the training programme for Provider staff with regular or face-to-face contact with Service Users, and/or responsibility for the safety and security of Service Users and dependent children, must cover, as a minimum, the following requirements:

- ethnic diversity and cultural awareness;
- suicide and self-harm awareness and prevention;
- basic first aid;
- gender based violence;
- fire safety;
- health and safety;
- vicarious trauma;
- unconscious bias;
- counter terrorism;
- modern slavery;
- training relating to required housing standards and relevant regulatory requirements; and
- any other relevant training as specified by the Authority.

1.2.4.3 The Provider’s training provision should take account of established good practice and relevant Standards (where applicable), and be approved by the Authority, and/or certified or accredited by a relevant and suitably qualified external organisation (where applicable).

1.2.4.4 As a minimum, Provider staff should receive refresher training on the requirements listed above annually (i.e. refresher training completed every twelve (12) months), or more regularly if required by the Authority or a
relevant external certification / accreditation organisation unless otherwise agreed by the Authority.

1.2.4.5 The Provider shall work with relevant subject matter experts and certifying / governing bodies to review training programmes at least every three (3) years, or more regularly if required by the Authority, to ensure that the training programme offered to Provider staff remains up-to-date and reflects the latest guidance and good practice.

1.2.4.6 As part of Contract management, the Authority has the right to audit or review the Provider’s compliance with the staff training requirements outlined above. Upon request by the Authority, the Provider shall give the Authority access to any information or records required to demonstrate Provider compliance with staff training requirements in a timely manner (usually within five (5) working days of the Authority’s request). Access to relevant information and records shall not be unreasonably withheld by the Provider.

1.2.4.7 The Provider shall submit a code of discipline and behaviour for their employees to the Authority for approval prior to the commencement of services, and shall ensure that all staff adhere to the code throughout the term of the Contract.

1.2.5 Safeguarding of Service Users

1.2.5.1 As set-out in Paragraph 1.2.1.3, the Provider acknowledges that some Service Users may have specific needs or be at risk whilst they are within the care of the Provider.

1.2.5.2 It is the responsibility of the Provider to proactively monitor the Service Users within their care to identify Service Users who may have specific needs or be at risk, and to notify the Authority if the Provider believes or suspects that a Service User may have specific needs or be at risk, or is demonstrating indicators of being at risk, in accordance with guidance provided by the Authority.

1.2.5.3 The Provider shall ensure that guidance and training provided to staff regarding the identification and management of vulnerable Service Users with specific needs, or at risk Service Users, is kept up to date and aligns with accepted good practice, and that the Provider has sought input from the Authority to ensure that their guidance and materials align with the Authority’s safeguarding strategy.

1.2.5.4 The Provider shall appropriately respond to the needs of at risk Service Users or Service Users with specific needs in their service delivery, to assure their safety and wellbeing. This will include, but may not be limited to:

- providing Accommodation which is safe, habitable and fit-for-purpose, in accordance with Annex B of this Schedule 2, with appropriate adaptations to meet the needs of Service Users, as required;
• ensuring that Service Users in need of care or medical treatment have access to appropriate healthcare, in accordance with Paragraphs 1.4, 4.4.5 and 4.4.6 of this Schedule 2;

• operating in accordance with room sharing and relocation guidelines set out in Annex C of this Schedule 2;

• referring Service Users at risk or with specific needs to relevant Local Authority teams for a care and support assessment, under the Care Act 2014 (or Social Services and Wellbeing (Wales) Act 2014 or Social Care (Self-Directed Support) (Scotland) Act 2013, as applicable);

• liaising with relevant Local Authority teams to facilitate the transfer of Service Users into Local Authority care, where this has been determined by the Local Authority as the most appropriate course of action following the care and support assessment for the Service User, including transporting the Service User to their Local Authority operated Accommodation in a safe, secure and sensitive manner;

• liaising with relevant Local Authority teams to help facilitate the provision of Local Authority care and support services to Service Users within Provider Accommodation, for whom such care and support has been deemed appropriate and necessary by the Local Authority, including providing access to the Service User’s Accommodation to relevant Local Authority or health provider staff;

• participating in multi-agency forums, as required, to support the safeguarding and wellbeing of Service Users with specific needs, or at risk Service Users;

• implementing appropriate inspection and reporting procedures necessary to assure the safeguarding and wellbeing of Service Users with specific needs, or at risk Service Users; and

• maintaining complete and auditable records demonstrating how the Provider has considered and responded to the circumstances and needs of Service Users with specific needs, or at risk Service Users.

1.2.5.5 Where the Authority is aware that a Service User has specific needs or is at risk, and requires referral to a Local Authority team for a care and support assessment, the Authority shall make the relevant referral, and shall provide instructions to the Provider setting out their requirements in support of the referral process and its outcomes.

1.2.6 Quality management

1.2.6.1 The Provider shall:
OFFICIAL

- manage and administer the quality and level of service delivery and its own performance relating to the delivery of all services defined in this Schedule 2;

- continuously monitor the quality of service delivery and performance, and report outcomes to the Authority in accordance with but not limited to the provisions of Schedule 13 (Performance Management Regime), Schedule 7 (Contract Management) and Schedule 14 (Monitoring and Management Information) and any further agreed reporting and record-keeping procedures agreed with the Authority.

- monitor Service User experience of the Provider’s service delivery and report outcomes to the Authority at regular intervals, in accordance with the provisions set out in Schedule 13 (Performance Management Regime), Schedule 7 (Contract Management) and Schedule 14 (Monitoring and Management Information); and

- establish quality management policies, processes and procedures in accordance with relevant International or British standards.

1.2.6.2 The Authority shall:

- at its own expense conduct such monitoring and/or audit of the services and the Provider’s monitoring and quality assurance procedures, as agreed with the Provider (such agreement not to be unreasonably withheld or delayed);

- not be limited in its methods of monitoring and/or audit or the timing of such events; and

- devise and implement its monitoring and/or audit procedures in such a manner that they do not have a material adverse effect upon either the Provider’s service delivery or their monitoring and quality assurance procedures.

1.2.6.3 The Authority may, upon reasonable notice (normally five (5) working days notice), in conjunction with the Provider, jointly monitor any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider’s compliance with the Contract. The Provider shall give the Authority access to the records they require in a timely manner and shall not unreasonably withhold access.

1.2.6.4 The Authority’s right to access Provider records includes access to the Provider’s financial records and information, in accordance with the Open Book provisions set out in Clause 8.17 and Schedule 14 (Monitoring and Management Information) of this Contract.

1.2.7 Feedback and Complaints

1.2.7.1 The Authority considers it essential that Service Users have access to an efficient and reliable mechanism for expressing feedback, reporting
1.2.7.2 Feedback and complaints from Service Users related to service delivery and Provider performance shall be made to a single, dedicated point of contact operated by a third party AIRE Provider. This entity shall be responsible for capturing, logging and referring feedback and complaints to the Provider for resolution, where applicable.

1.2.7.3 To enable the effective identification and resolution of Service User requests for assistance, reports of maintenance issues, feedback and complaints, the Provider shall:

- together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, the Services they can expect to receive from the Provider whilst they are in their care, and the relevant quality standards for Accommodation and Service User Support Services which the Provider is required to deliver under the terms of their Contract with the Authority;

- together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, that they have a right to request assistance and provide feedback and make complaints on the Services they receive and the standards of their Accommodation;

- together with any sub-contractor, clearly signpost to all Service Users the single point of contact (operated by the third-party AIRE Provider) and the process for requesting assistance, reporting maintenance issues, providing feedback and making complaints, and ensure the number to call to request assistance, provide feedback and make complaints is clearly displayed in a place which is visible and accessible within the property in which the Service User is housed;

- where necessary, provide a demonstration to Service Users how to request assistance, report a maintenance issue, provide feedback or make a complaint using the single point of contact provided by the third-party AIRE Provider;

- provide a single point of contact for the receipt of the referral of requests for assistance, reports of maintenance issues, feedback and complaints from the AIRE Provider, available twenty-four (24) hours a day, every day of the year;

- seek to resolve any complaint, as defined in Annex H, within five (5) working days of it being referred by the AIRE Provider, or identified by a Service User;

- seek to rectify any referral of a maintenance issue in accordance with the relevant Response Times set out in Annex B, and notify the AIRE Provider in accordance with Annex H; and

- respond appropriately to Service User requests for assistance, as defined in Annex H of this Schedule 2, in accordance with Paragraph 1.2.5, Paragraph 4.4.3, Paragraph 4.4.4 and Annex H of this Schedule 2.
1.2.7.4 With particular reference to complaints, the Provider shall:

- notify the AIRE Provider of any complaint where the Provider is informed of a complaint directly by Service Users, on the same day on which the Provider is made aware of the complaint, in accordance with the requirements set out in Annex H of this Schedule 2;

- inform the Service User and AIRE Provider of the outcome of the action in response to the complaint, and any subsequent action to be taken;

- comply with any requirements specified by the Authority in regard to complaints service delivery and reporting, in addition to their own internal procedures and systems;

- give the Authority regular reports on complaints and their causes and support any audits or quality reviews that the Authority or the Authority’s designated representative, may undertake;

- refer any complaint which the Provider is not able to resolve to the satisfaction of the Service User who made the complaint to the AIRE Provider, who shall advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken;

- refer the Service User complaint to the Authority, if all other avenues for complaint resolution fail to achieve an outcome which is satisfactory to the relevant Service User; and

- send a copy of any complaint sent to the Provider by a Member of Parliament to the Authority, along with any response the Provider intends to provide to the relevant Member of Parliament, before any such response is sent.

1.2.7.5 For the avoidance of doubt, the requirements to support the feedback and complaints process outlined above in no way impact on the requirements on the Provider to undertake pre-planned and reactive maintenance to maintain the standards of Service User Accommodation to the Authority’s requirements, as defined in Paragraph 4.1.2 and Annex B of this Schedule 2.

1.2.7.6 Where the Provider detects or is informed of Accommodation maintenance requirements by Service Users as part of their required inspection and property maintenance activities, these shall be remedied by the Provider in accordance with Paragraph 4.1.2 and the Response Times defined in Annex B of this Schedule 2, without the need to notify the AIRE Provider.

1.2.7.7 For the avoidance of doubt, the requirements to support the complaints process outlined above in no way impact on the requirements on the Provider to monitor and take action to maintain the safety and welfare of Service Users, as defined in Paragraphs 1.2.5, 4.4.3 and 4.4.4 of this Schedule 2.

1.2.7.8 Where the Provider identifies or believes that a Service User may be at risk, or is subject to any of the criteria outlined in Paragraphs 4.4.3 or 4.4.4 of this Schedule 2, as part of their required inspection activities or
Service User contact, they are to take appropriate action to assure the safety and wellbeing of Service Users, in accordance with Paragraphs 1.2.5, 4.4.3, and 4.4.4 of this Schedule 2. The Provider shall inform the AIRE Provider and the Authority of such issues, and notify both of any action taken by the Provider in response, in accordance with Paragraphs 4.4.3 and 4.4.4, and Annex H, of this Schedule 2.

1.2.7.9 The Authority reserves the right to undertake an independent investigation into any Service User requests for support or complaints, and the Provider’s performance in responding and implementing actions in response to such requests for support or complaints. This investigation will be undertaken by Authority, or the Authority’s designated representative. The Provider shall give the Authority, or its designated representative, access to any staff members, records or information relevant to the request for support or complaint and the Provider’s response to the same, in a timely manner (normally within five (5) working days). The Provider shall not unreasonably withhold access to any staff member, records or information.

1.2.8 Performance Standards and Key Performance Indicators

1.2.8.1 The Provider shall deliver all services defined in this Schedule 2 to the relevant Performance Standards defined in Section 2, Section 3, Section 4, Annex A, Annex B, Annex E and Annex H of this Schedule 2. The Provider shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied, in a form which can be evidenced to the Authority.

1.2.8.2 The Provider shall be liable and accountable for the performance of any sub-contractor (material or non-material) or agent.

1.2.8.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators (KPIs). The Provider shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13 (Performance Management Regime) and Schedule 7 (Contract Management).

1.2.8.4 The Provider shall note that the Authority regards the Performance Standards as primarily a management tool to be used by both the Provider and the Authority for the purpose of the day-to-day management of the Provider’s service delivery.

1.2.8.5 The KPIs are not aimed at providing a day-to-day management tool, but are the means by which the Provider may provide compensation to the Authority for losses which it suffers as a result of failures in service performance.

1.2.9 Service User experience

1.2.9.1 The Provider shall proactively monitor Service User experience of Provider services and the way they are treated whilst they are in the care
of the Provider on a quarterly basis, in accordance with the provisions set out in Schedule 13 (Performance Management Regime).

1.2.9.2 The Provider shall monitor the results of the Service User experience measurement, and report the outputs to the Authority in accordance with the provisions set out in Schedule 13 (Performance Management Regime), Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management). The Provider shall note that the Authority regards the outputs of the Service User experience monitoring to be primarily a management tool to be used by both the Provider and the Authority for the management of the Provider’s service delivery.

1.2.9.3 The Provider shall use the intelligence generated from the proactive monitoring of Service User experience, alongside information and material provided by the Authority and third-parties, including the AIRE Provider, to inform Continuous Improvement in service delivery. Where specific feedback on the Provider’s service delivery is identified from these sources, the Provider shall respond appropriately in accordance with the Authority's requirements and the provisions set out in Annex B (Standards), Schedule 7 (Contract Management) and Schedule 13 (Performance Management Regime).

1.2.9.4 Where the Authority consider the outputs of the proactive monitoring of Service User experience to indicate a systemic issue or persistent shortfalls in service delivery against the specified standards on the part of the Provider, the Authority may require the Provider to develop and implement a Remedial Plan, in accordance with the provisions of Schedule 7 (Contract Management).

1.2.10 Management Information, Systems and Security

1.2.10.1 The Authority shall provide software (in the form of the Management Information Portal (MIP)) and training aids as required to enable the Provider to manage, administer and share appropriate data in relation to each Service User and their dependants. The current means for sharing this data is the Authority's MIP. The Provider should note that the Authority continually seeks to improve its IT capabilities and may introduce new IT systems during the lifetime of the Contract. Any such change shall seek to improve the quality and efficiency of data exchange between the Authority and the Provider. The impacts of such changes shall be subject to the change process, as set out in Schedule 16 (Contract Change Control). The Provider shall comply with any new Authority requirements which result from changes to the Authority’s IT capabilities, in accordance with the change process.

1.2.10.2 The Provider shall ensure that its, and any sub-contractors, physical, information technology and data storage systems used in delivering the Services are secure and that its business systems comply with security requirements and data protection legislation, in accordance with the provisions of Schedule 21 (Security Management and Plan) and Schedule 19 (Information Technology).

1.2.10.3 The Provider accepts that the Authority may require the adoption by the Provider (and other Providers of similar services) of a unified approach to

Schedule 2: Statement of Requirements
the use of Information Technology for Contract management purposes, which may include both the MIP and a geographic mapping system.

1.2.10.4 The Authority shall maintain the Primary System of Record (see Paragraph 4.5.1 below) which shall be the master data management tool used for managing all data relating to this Contract and Service Users accommodated by the Provider. The current version of the Authority's Primary System of Record is termed ATLAS.

1.2.10.5 The Authority intends to provide software (MIP) and training aids as required to enable the Provider to manage, administer and share data in relation to the interface between the Authority and the Provider. Such software and training tools shall be provided during the Mobilisation Period, in accordance with Schedule 3 (Mobilisation and Transition).

1.2.10.6 The Provider shall be required to work with the third party AIRE Provider to establish and agree an efficient mechanism to manage, administer and share relevant data to enable both parties to effectively discharge their responsibilities under their contracts with the Authority. This mechanism shall be established prior to the Contract Effective Date. This mechanism must be compliant with the Authority’s security requirements defined in Schedule 21 (Security Requirements and Plan) and shall be subject to the approval of the Authority before it is used to exchange the Authority’s data on Service User information. The Authority shall work with both parties to assist in establishing such a mechanism during the Mobilisation Period, in accordance with Schedule 3 (Mobilisation and Transition).

1.2.10.7 If the Provider and the AIRE Provider are unable to agree an appropriate mechanism for data exchange prior to the Contract Effective Date, the Authority reserves the right to instruct the Provider in the system and mechanism of data exchange the Provider is the use to share relevant data and MI with the AIRE Provider.

1.2.10.8 Any notices or other communications (including without limitation: Accommodation Requests, Accommodation Proposals and notices of the withdrawal of support for any Service User), to be given by the Authority to the Provider or the Provider to the Authority under the provisions of this Schedule 2, shall be given electronically via the MIP which the Provider is required to adopt in accordance with instructions above. Any such notice or other communication shall be deemed given on the Business Day on which it is issued by the giver of the notice/communication provided that it is issued within Working Hours (and if it is not so issued, shall be deemed to be given at the start of the Working Hours of the next Business Day). If and to the extent that the MIP is for whatever reason unavailable at the time that any notice or other communication is to be given, the Authority and the Provider shall use a reasonable and appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.

1.2.10.9 To enable the Authority to assure the Provider’s performance and compliance with the Authority’s requirements, the Provider shall provide the Authority, or its designated representative, with regular access to information on its IT systems and/or databases relevant to the performance of services delivered under this Contract.

1.2.10.10 The Provider shall:
• report and provide Management Information as required by the Authority based on the reporting format, content, structure, timeline and submission details agreed by the Authority, in accordance with the KPIs and the provisions of Schedule 13 (Performance Management Regime), Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management);

• ensure accurate recording and feedback to the Authority of Management Information including details of queries in accordance with Schedule 14 (Monitoring and Management Information); and

• work with the Authority to effectively maintain continuity of service provision and mitigate risks to service delivery, in the event the Authority chooses to change the existing IT system, or implement new IT systems, in accordance with the change process, as set out in Schedule 16 (Contract Change Control) of this Contract.

1.2.10.11 The Provider shall not, in any circumstance, hold the Authority responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Provider.

1.2.10.12 The Provider shall store records and information relevant to, or generated in the course of, delivering this Contract, in a manner which aligns with data protection legislation and the Authority’s security requirements, as defined in Schedule 21 (Security Requirements and Plan), for the duration of the Contract term. Upon expiry or termination of the Contract, the Provider shall transfer such records and information to the Authority, in a manner and format to be determined by the Authority, within six (6) months of the date of the expiry or termination of the Contract.

1.2.11 Working with the Authority

1.2.11.1 The Provider shall operate co-operatively with the Authority’s staff and may also use them as a source of advice and guidance (to the extent reasonable in the circumstances), to help assure the safety and wellbeing of Service Users.

1.3 Health and Safety

1.3.1 The Provider shall comply with statutory requirements safeguarding the health and safety of Service Users, dependent children, visitors and staff. The Provider should be aware of RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

1.3.2 The Provider shall provide the Authority with a Health and Safety Plan which shall be reviewed as often as appropriate, but at least annually. It must include the necessary arrangements for annual safety audits. The Health & Safety Plan is to be submitted for approval to the Authority before the commencement of services. Each review shall also be submitted to the Authority for approval.
1.3.3 Any infectious or contagious disease, which would have serious consequences for other people if appropriate measures were not taken, is of concern to the Authority. As far as practical, the Authority shall notify the Provider if a Service User is suffering from an infectious or contagious disease before the Service User enters the care of the Provider, or as soon as possible after the Authority is made aware. In these instances the Provider must ensure that suitable arrangements are made to ensure that such Service Users are accommodated, supported and transported in line with the Authority’s instructions, and/or the instructions of a relevant and suitably qualified health professional.

1.3.4 In the event that the Provider becomes aware that a Service User is suffering from an infectious or contagious disease, and the Service User has not been brought to the attention of the Provider by the Authority, the Provider shall notify the Authority and the AIRE Provider immediately, as well as the relevant public health organisation, where necessary. Prior to receiving instructions from the Authority related to the Accommodation, support and transport of the Service User in question, the Provider shall take necessary action to protect the welfare of the Service User, other Service Users, their staff and members of the public, seeking guidance from relevant medical or public health professionals if necessary.

1.3.5 In relation to matters of health and safety, operating instructions shall include, but not be limited to:

- the provision and recording of training given to staff to satisfy first aid and health and safety requirements;
- health and safety in the workplace;
- health and safety aspects of contingency arrangements;
- the management of body fluid spills; and
- the recording of maintenance schedules/programmes for all equipment and vehicles.

1.3.6 The Provider shall provide protective clothing suitable to the needs of safety and hygiene, which should be made available to, and be worn by staff where appropriate.

1.3.7 The Provider shall ensure that all accidents, injuries or dangerous occurrences are recorded in the appropriate manner. All accidents must be investigated and forms submitted to the Contract Manager, and where appropriate, to the Health and Safety Executive.

1.3.8 It shall be the Provider’s responsibility on receiving information from the Authority and prior to undertaking any element of the Service to conduct any risk assessment of the activity to be undertaken, and to take all necessary steps to ensure that the activity can be undertaken safely and securely, and that the staffing levels are appropriate to the risk.
1.4 Medical Requirements

1.4.1 A full record shall be kept by the Provider of any first aid that has been given to a Service User or of any concern about a Service User's health.

1.4.2 Where the Authority possesses information regarding the health or medical needs of Service Users, the Authority shall share relevant information with the Provider if it is in the best interests of the Service User and/or is necessary to secure the protection and safeguarding of the Service User, other Service Users, the Provider’s staff or members of the public, subject to data protection legislation. The Provider shall appropriately protect such information and comply with security requirements and data protection legislation.

1.4.3 Where a Service User is taken ill during Service provision, the Provider shall ensure that access to medical treatment is made available (including, if required, the attendance of appropriate medical staff), and if necessary shall take the Service User to hospital. The Provider shall notify the Authority as soon as possible from taking the decision to provide access to medical treatment or to take a Service User to hospital.

1.4.4 Where there is any doubt about a Service User's fitness to travel, advice from a suitably qualified health professional must be sought before the journey commences. The Provider shall then take actions necessary to comply with such medical advice to assure the safety and welfare of the Service User in question.

1.4.5 If the Provider is informed of, or if there is any reason to suspect that a Service User may be at risk, or have specific needs, in accordance with Annex G of this Schedule 2, and/or is subject to prescribed medication, the Provider must ensure that this is noted at the time the Service User is collected for transport by the Provider.

1.4.6 In the event of Paragraph 1.4.5 above, the Provider shall subsequently pass on this information at point of delivery to relevant Provider staff responsible for the Service User’s Accommodation or to a health care provider if the Service User is taken to a hospital in an emergency. The Provider shall also pass this information to the medical professional responsible for undertaking the health screening of the Service User in Initial Accommodation, or the GP practice in which the Service User is registered, where it is in the best interests of the Service User to do so and in accordance with data protection legislation.

1.5 Other support organisations

1.5.1 The Provider shall note that Service Users may receive a range of services via other organisations, such as:

- the voluntary sector;
- Local Authority organisations;
- the Authority’s regional offices;
OFFICIAL

- other Providers (including the AIRE Provider);
- the National Health Service; and
- the Police.

1.5.2 The Provider shall, during the normal course of its operations, liaise and co-operate with these organisations, so that the interests of the Service Users are best served. This will include, but not be limited to, participation in multi-agency forums or meetings, as required, to protect and safeguard the welfare of Service Users.

1.5.3 The Provider shall establish appropriate processes, procedures and mechanisms, as it considers necessary, to support cooperation with these other organisations, and act in a collaborative manner.

1.6 Local Authorities

1.6.1 The Provider shall develop close working relationships with the Local Authorities in which Service Users are accommodated, to support the effective coordination of Provider and Local Authority delivered services, acting in the best interests of Service Users. This will include establishing relationships with relevant Local Authority teams, and attending relevant Local Authority and multi-agency meetings, as required.

1.6.2 When working with Local Authorities, the Provider shall, as a minimum:

- liaise and consult with Local Authorities regarding the location of Accommodation for Service Users, and the appropriate information to be shared with Local Authorities to support their planning and activities, in accordance with Paragraph 2.4, Paragraph 4.1.6 and Annex A of this Schedule 2;
- provide a notification service to Local Authorities regarding the cessation of support for Service Users, to help prevent homelessness, in accordance with Paragraph 4.4.7 of this Schedule 2;
- refer Service Users to Local Authorities for care and support assessments, where required, and liaise and cooperate with Local Authorities regarding the discharging of Local Authority responsibilities under the Care Act 2014 (or Social Services and Wellbeing (Wales) Act 2014 or Social Care (Self-Directed Support) (Scotland) Act 2013, as applicable), in accordance with Paragraph 1.2.5 of this Schedule 2;
- ensure Houses of Multiple Occupation (HMO) accommodation is licensed by the relevant Local Authority, where applicable, in accordance with statutory requirements and/or Local Authority requirements, prior to using the HMO accommodation to house Service Users (or in accordance with the Local Authority’s specified licensing procedure), and ensure the accommodation remains compliant with licensing rules and regulations whilst the property is used as HMO accommodation for Service Users; and
1.6.3 Where required by the Authority, the Provider shall also work with, participate in and contribute to regional, multi-agency groups or bodies to help inform strategic decisions taken by the Authority regarding dispersal, including the total number of Service Users who may be dispersed to each Region and the rules that govern such dispersal.

1.7 In support of the National Health Service and Public Health

1.7.1 The Authority requires the Provider to liaise with the health contacts (including, as a minimum, contacts from health care, social care and Public Health) in their area, at least once every quarter, so that local issues can be discussed, and appropriate actions identified.

1.7.2 The Authority requires the Provider to liaise with health contacts in their area to ensure that the office space and facilities provided to local health care services for the purposes of health screening and health provision within Initial Accommodation, in accordance with Paragraph 4.2.1 of this Schedule 2, is fit-for-purpose and meets appropriate regulations.

1.7.3 The Authority requires the Provider to liaise with health contacts in their area to help Service Users to access and take-up health screening whilst they are within Initial Accommodation. This will include, but not be limited to, signposting the health screening process and its benefits to Service Users as part of their induction into their Initial Accommodation, and working with the local health contacts to design and implement strategies to improve the proportion of Service Users who attend their health screening.

1.7.4 The Authority requires the Provider, in specific circumstances, to provide services in support of the health system in the areas in which Service Users are accommodated by the Provider; in particular to support the registration of individuals with GPs. In some areas there may be a designated specialist GP service for asylum applicants, while in others asylum seekers will be expected to access the more regular mainstream GP services. Some GP practices will have a nominated asylum seeker lead who can act as a contact and liaison point. It is the Provider’s duty to establish how GP and dental services for asylum seekers are organised in the areas they operate, and to provide appropriate support to help Service Users to register.

1.7.5 Under normal circumstances this support is limited to ensuring that relevant Service Users have all the necessary information, in a language that they understand, to register with their local GP practice and dentist, in accordance with Paragraph 4.4.5 of this Schedule 2. The Provider is required to keep a record of all material they issue to Service Users, and this should be available for the Authority to inspect.

1.7.6 In two particular cases the support provided by the Provider shall be more direct, namely:
• when more than ten (10) people are placed by the Provider in an area covered by the same GP practice in any one week, the Provider shall work with the nominated local asylum health lead/contact to effect registration with GPs in the most efficient way, see Paragraph 4.4.5 of this Schedule 2; and/ or

• when any Service User has an obvious and urgent health care requirement, or a pre-existing health condition, on arrival in the Specified Region the Provider shall take direct action to ensure that that need is satisfied, in accordance with Paragraph 4.4.6. If the Authority is aware of such a requirement it shall notify the Provider in the relevant Accommodation Request. If the Authority has not provided such notification the Provider shall nevertheless react to what is deemed an “obvious” health care need and take any necessary action to safeguard the wellbeing of the relevant Service Users. Guidance on what is regarded as an obvious and/or health care requirement is set out in Annex D to this Schedule.

1.7.7 Under normal circumstances, the Authority’s approval would be required before any Service User with an existing medical condition would be moved by the Provider. However, in situations where a change of Accommodation is essential for the welfare of the Service User and the Provider cannot contact the Authority to obtain approval, the Provider shall arrange alternative Accommodation as long as it is in close proximity to the previous Accommodation and satisfies the Service User’s accommodation requirements, as previously specified by the Authority.

1.7.8 In the event that a Service User with an existing medical condition is moved by the Provider, the Provider shall make best endeavours to ensure that the Provider’s medical records are transferred to the healthcare provider or GP practice in their new location, where applicable. The requirement to support the Service User to register with a GP, in accordance with Paragraph 4.4.5 will apply at the Service User’s new Accommodation location.

1.7.9 The Provider shall pass any health information on Service Users within Initial Accommodation that has been made known to them to a relevant healthcare provider and the staff responsible for the health screening of Service Users, so that health care for the most vulnerable new arrivals can be prioritised and acted upon without delay.

1.8 The Advice, Issue Reporting and Eligibility (AIRE) Provider

1.8.1 The Authority requires the Provider to work collaboratively with the AIRE Provider, to support the wellbeing and best serve the interests of Service Users.

1.8.2 The Provider shall:

• work with the AIRE Provider to establish, signpost and operate the process for managing, reporting and responding to Service User feedback and complaints in accordance with Paragraph 1.2.7;
• provide the AIRE Provider with address information and contact details (where known) for Service Users within their care, as well as any other information the Provider considers relevant to ensuring the best interests of Service Users are served, within seven (7) calendar days of Service Users moving-in to Accommodation;

• update the AIRE Provider with address and contact information if Service Users are relocated to alternative Accommodation, within seven (7) days of the relevant move;

• where it is in the best interests of the Service User, provide the AIRE Provider with relevant information on the characteristics and needs of Service Users at risk or with specific needs, or a change in the circumstances of Service Users, to enable the AIRE Provider to tailor their advice and guidance provision to the Service User’s needs, within one (1) working day of the needs being identified;

• liaise with and seek input from the AIRE Provider regarding the development of induction materials in Initial Accommodation, and ‘move-in’ briefing materials in Dispersal Accommodation and Temporary Dispersal Accommodation;

• liaise with the AIRE Provider to share good practice regarding the safeguarding and protection of Service Users within their care, and support Continuous Improvement in service delivery; and

• liaise with the AIRE Provider once a Service User receives their asylum decision, to help the AIRE Provider to coordinate move-on support to Service Users.
2 ACCOMMODATION AND SUPPORT REQUIREMENTS

2.1 General Accommodation Requirements

2.1.1 The Provider shall provide safe, habitable, fit for purpose and correctly equipped Accommodation in areas agreed with the Authority, including appropriate related services for those Service Users, either single or in groups, nominated to receive such services by the Authority.

2.1.2 The Accommodation Services shall include:

- the provision of residential Accommodation (either Houses in Multiple Occupancy (known here on in as “HMOs”), houses, flats or hostels), and related services for Service Users supported by the Authority under the Immigration and Asylum Act 1999;
- Service User support services;
- notification, reporting and record keeping services; and
- travel assistance services.

2.1.3 The Provider shall, as a minimum:

- procure Accommodation within the Specified Region, following a consultation and liaison with relevant Local Authorities in accordance with Paragraph 4.1.6, and allocate Service Users to appropriate Accommodation in accordance with Paragraph 4.1.3 and the rules outlined in Annex A, Annex E and Annex C of this Schedule 2;
- propose appropriate Accommodation for Service Users and provide notifications to the Authority and the AIRE Provider on the location of Service User Accommodation, and the movement of Service Users from Initial Accommodation to Dispersal Accommodation, in accordance with Annex A and Annex E of this Schedule 2, and Schedule 14 (Monitoring and Management Information);
- maintain Accommodation to the Authority’s standards defined in Annex B and Paragraph 4.1.1, including the provision of a pre-planned and reactive maintenance service, in accordance with Paragraph 4.1.2 of this Schedule 2;
- provide Initial Accommodation in accordance with Paragraph 4.2.1 of this Schedule 2, and provide an ‘induction’ service for Service Users upon arrival in their allocated Initial Accommodation, in accordance with Paragraph 4.2.2 of this Schedule 2;
- provide a ‘move-in’ service for Service Users upon arrival in their allocated Dispersal Accommodation or Temporary Dispersal Accommodation, in accordance with Paragraph 4.4.1 of this Schedule 2;
- provide a full board food service, or a food voucher or cash payments service, where required by the Authority, in accordance with Paragraphs 4.1.4 and 4.1.5 of this Schedule 2;
OFFICIAL

- provide direct support to Service Users in obvious and urgent need of medical care, or where specified by the Authority, and assist Service Users in registering to access healthcare and other services, in accordance with Paragraphs 4.4.5 and 4.4.6 of this Schedule 2;

- provide a monitoring and reporting service to the Authority on Service User circumstances, and take appropriate action to assure the safety and wellbeing of Service Users, including providing appropriate referrals and assistance for social care needs, in accordance with Paragraphs 1.2.5 and 4.4.3 and Annex E of this Schedule 2;

- provide the effective resolution of Service User maintenance issues and complaints, and support the feedback and complaints process in accordance with Paragraphs 1.2.7 and 4.4.2 of this Schedule 2;

- manage anti-social and/or violent behaviour that occurs in its Accommodation, taking appropriate action as necessary to assure the safety and welfare of Service Users, in accordance with Paragraph 4.4.4 of this Schedule 2;

- provide a notification service for local health service providers, public health providers and Local Authorities, where required, in accordance with Paragraph 4.4.7; and

- provide a travel assistance service for Service Users in receipt of Section 4 and Section 98 support, where required, in accordance with Paragraph 4.3.1.

2.1.4 The Provider shall comply with the provisions set out in Schedule 7 (Contract Management Regime) with regard to the management of this Contract.

2.1.5 The Accommodation that is provided by the Provider under this Contract shall only be in the Specified Region.

2.1.6 In some cases Service Users will require Accommodation in a specific locality, in accordance with the Authority’s ‘Allocation of Accommodation’ policy regarding the dispersal of Service Users. In such cases, Accommodation will be provided in accordance with criteria stipulated by the Authority within timescales as agreed by the Authority, and at no additional cost to the Authority.

2.1.7 The Authority shall also require the Provider to provide Accommodation for Service Users released from detention on immigration or criminal bail, or similar cases. In such cases, the Authority shall notify the Provider of any specific criteria or restrictions on the location of such Accommodation, which may include criteria such as those defined in Paragraph 4.1.7 of this Schedule 2. The Provider shall supply Accommodation in accordance with criteria stipulated by the Authority within timescales as agreed by the Authority for the relevant Service User. The pricing of these Service Users will be in accordance with Schedule 5 (Service Charges).
2.2 Types of Accommodation

2.2.1 The Authority requires the Provider to provide three types of Accommodation, reflecting the status of Service User’s within the asylum system:

2.2.1.1 Initial Accommodation or IA has the meaning given to it in Schedule 1 (Definitions);

2.2.1.2 Dispersal Accommodation or DA has the meaning given to it in Schedule 1 (Definitions); and

2.2.1.3 Temporary Dispersal Accommodation or TDA has the meaning given to it in Schedule 1 (Definitions).

2.2.2 All Accommodation must comply with the relevant standards for Accommodation defined in Annex B, and the rules relating to sharing and relocations defined in Annex C of this Schedule 2.

2.3 Initial Accommodation

2.3.1 The Services to be provided in respect of IA Service Users, including the standards of Initial Accommodation, shall be those applicable to other Service Users but as amended and/or supplemented by the provisions of Section 4.2.1 and 4.2.2 and Annex E of this Schedule 2.

2.3.2 Generally, the Authority shall allocate Service Users to a Specified Region, where the Service User will be provided with Initial Accommodation before being dispersed to longer-term Dispersal Accommodation in the same Specified Region, in accordance with processes defined in Annex E and Annex A of this Schedule 2.

2.3.3 In the ‘South’ Specified Region, the Provider shall be required to provide short-term Initial Accommodation to accommodate Service Users whilst the Authority determines whether they should be allocated to a different Specified Region. If the Authority determines that the Service User should be allocated to a different Specified Region, they will be transported to their Specified Region by the Provider of the Specified Region to which the Authority allocates the Service User, in accordance with the Authority’s requirements set out in Section 3 of this Schedule 2.

2.3.4 The Authority has the right to specify the area in which a Service User is to be accommodated, as defined in Paragraph 2.1.6 and Annex A of this Schedule 2.

2.3.5 The Authority’s preference is for Initial Accommodation to be provided on a ‘full board’ basis. Where Initial Accommodation is provided on a ‘full-board’ basis the Provider shall, in addition to the Accommodation, provide the services as defined at Paragraph 4.1.4. The Authority shall consider alternative methods of delivery proposed by the Provider as required. Such methods may include the delivery of self-catered or ‘half board’ Accommodation, supplemented by cash as required for Service Users in Initial Accommodation, in accordance with Paragraphs 2.7.5 and 4.1.5 of this Schedule 2.
OFFICIAL

2.3.6 If ‘full board’ Accommodation is supplied by the Provider for any Service User, the full board food service shall comprise complete and adequate provisions for pregnant women, nursing mothers, babies and young children, for whom three daily meals may not be sufficient, and people who need special diets e.g. gluten free. Religious dietary requirements must also be catered for.

2.3.7 Where specific dietary needs are known by the Authority, the Authority shall communicate this information to the Provider, to ensure the best interests of the Service User are served. It is possible, however, that the Authority may not be aware of the specific dietary needs of each Service User. The Provider shall take proactive steps to try and ascertain whether a Service User has specific dietary needs, and shall respond in accordance with Paragraph 2.3.6 where necessary. The Provider shall also notify the Authority if a Service User has dietary needs which have not previously been identified by the Authority, as soon as practical after the need is identified.

2.4 Dispersal of Service Users

2.4.1 The dispersal of Service Users to Specified Regions, and the allocation of Service Users to Accommodation in the Specified Region, will operate in accordance with the requirements set out in Annex A (Dispersal) and Annex E (Dispersal and referral rules in respect of Initial Accommodation Service Users) shall maintain on-going consultation and liaison arrangements with the Authority, relevant RSMPs and Local Authorities, in accordance with Paragraph 4.1.6, with regard to:

- the location of Accommodation for Service Users in the Specified Region; and
- the appropriate information to be shared with Local Authorities and RSMPs to support their planning and activities.

2.4.3 The consultation and liaison with Local Authorities regarding the location of Service User Accommodation is aimed at ensuring that Service User Accommodation is in areas appropriate to house Service Users, being cognisant of relevant risks to Service Users and host communities. The consultation and liaison with Local Authorities does not represent a right of veto on the location of Accommodation for Service Users on the part of Local Authorities.

2.4.4 In the event that the Provider cannot reach agreement with the Local Authorities in relation to the location of Service User Accommodation, it shall refer the matter to the Authority.

2.4.5 With the exception of instances where the Authority specifies the area in which a Service User is to be accommodated, in accordance with Paragraph 2.1.6 and Annex A of this Schedule 2, the Provider shall determine the allocation of Accommodation within the Specified Region to Service Users.

Schedule 2: Statement of Requirements

27
OFFICIAL

2.4.6 When allocating Accommodation within the Specified Region to a Service User, the Provider shall ensure that the allocated Accommodation is appropriate for the needs of the Service User, considering all those factors influencing the placement of Service Users in particular areas within the Specified Region. These factors include, but may not be limited to:

- the availability and concentration of Accommodation of the required configuration, size and design;
- the cultural compatibility of the environment, including the proximity of other people speaking the same language;
- the capacity of local health, education and other support services;
- the absence of any reported social tension incidents at the time of allocation; and
- the level of risk of increased social tension if Service User numbers increase within the relevant area.

2.4.7 The Authority shall retain the right to require Service Users to be placed by the Provider within any geographic area within the Specified Region and/or to veto the Provider’s proposals relating to Dispersal Accommodation should the Authority’s needs require it.

2.4.8 The Provider shall co-operate with Local Authority Housing Departments to prevent homelessness amongst Service Users or former Service Users who are granted Asylum or Humanitarian Protection, in accordance with Paragraph 4.4.7. This shall include participating in specific multi-agency forums and working to prevent homelessness, as required.

2.5 Dispersal Accommodation and Temporary Dispersal Accommodation

2.5.1 The Services to be provided in respect of Service Users (other than Initial Accommodation Service users) shall be those detailed in this Contract (including this Statement of Requirements), but ignoring for these purposes the provisions of Section 4.2.1 and 4.2.2 and Annex E.

2.5.2 The Authority may require the Provider to disperse Service Users within the Specified Region at very short notice. Short notice could include the same day as the notification. The Authority recognises that this may entail the Provider accommodating the Service Users in Temporary Dispersal Accommodation (TDA).

2.5.3 In these cases the relevant criteria governing sharing and relocation (See Annex C to this Schedule 2), and the relevant criteria governing the move-in service (see Paragraph 4.4.1), and subsequent services, shall apply both to the transition to Temporary Dispersal Accommodation and to the dispersal to longer-term Dispersal Accommodation, within the given timeframe of twenty (20) working days unless otherwise agreed by the Authority.
2.5.4 The Authority also recognises that, for some Service Users with complex or specific needs, it may be difficult for the Provider to source appropriate Dispersal Accommodation within the prescribed timeframes set out in Annex A (Dispersal) and Schedule 13 (Performance Management Regime). In these cases, subject to the agreement of the Authority, the Provider may accommodate the Service User in appropriate TDA for a maximum of twenty (20) days. In these cases the relevant criteria governing sharing and relocation (See Annex C to this Schedule) and the relevant criteria governing the move-in service (see Paragraph 4.4.1) and subsequent services shall apply both to the transition to Temporary Dispersal Accommodation and to the final dispersal to longer-term Dispersal Accommodation.

2.5.5 Temporary Dispersal Accommodation may also include the use of Initial Accommodation capacity which would otherwise be void, where agreed with the Authority, as set out in Part D of Schedule 5 (Service Charges). In these cases, where possible, Service Users should be provided with facilities and equipment for food storage and preparation. Where the provision of such facilities is not possible, Service Users should receive ‘full board’ accommodation in accordance with the requirements set out in Paragraph 2.3.6 and Paragraph 4.1.4 of this Schedule 2. In these cases the relevant criteria governing sharing and relocation (See Annex C to this Schedule) and the relevant criteria governing the move-in service (see Paragraph 4.4.1 below) and subsequent services shall apply.

2.6 Food services

2.6.1 The Provider shall note that Service Users supported under Section 4, of the Immigration and Asylum Act 1999 as amended, are not permitted to receive cash. If required by the Authority, they are to be provided by the Provider with:

- full board accommodation of three meals per day and essential personal hygiene items and toiletries, at a total cost to be advised by the Authority; or
- food vouchers for fourteen (14) days as a temporary measure until the Authority issues the Service User with a Section 4 payment card; and/or
- food vouchers for fourteen (14) days as an emergency measure should a Service User’s Section 4 payment card be lost or stolen.

2.6.2 The Provider shall ensure that upon receipt from the Authority, they issue Service Users with their Section 4 payment card as soon as practicable within the 14 day period.

2.6.3 Food Vouchers provided by the Provider under this Contract are to be:

- in a variety of suitable small denominations in accordance with Authority’s instructions; and
- capable of acceptance at a supermarket outlet within reasonable travelling distance (within a radius of three (3) miles) from where
the relevant Service User is being accommodated under this Contract, and smaller stores providing food to meet the dietary, cultural and religious needs of Service Users.

2.6.4 If full board accommodation is provided by the Provider for any Service User, the full board food service shall meet the dietary, cultural and religious needs of Service Users, as set out in Paragraphs 2.3.6 and 4.1.4 of this Schedule 2.

2.6.5 Service Users supported under Section 98, of the 1999 Act as amended, are permitted to receive cash where they are not provided with full board accommodation. They are to be provided by the Provider with either:

- full board accommodation of at least three (3) meals per day and essential personal hygiene items and toiletries; or
- accommodation and cash to the appropriate value, as advised by the Authority.

2.6.6 The Provider shall note that the Authority may, in exceptional circumstances, require the full board accommodation service to be provided for entitled Service Users which are not subject to Sections 4 or 98 of the 1999 Act. In these cases the Authority shall notify the Provider of the particular needs of the Service Users.

2.7 Service User Support

2.7.1 The Provider shall note that the Authority considers that there are three levels of Service User support:

2.7.2 The first level is the support that Service Users require on arrival at Accommodation provided under this Contract, and which is needed to meet their immediate needs within their new Accommodation.

- With reference to Initial Accommodation, the focus of this support shall be, as a minimum:
  - the accommodation provided;
  - individual safety and wellbeing, including access to urgent or emergency healthcare (in accordance with Paragraph 4.4.6);
  - the lay-out and routine of the Initial Accommodation centre and available services;
  - the operating instructions for equipment, facilities and installed items provided for comfort and general living (where applicable);
  - the process for accessing health screening and related services;
  - the rights, obligations and responsibilities of Service Users whilst they are within the asylum support system; and
OFFICIAL

- The Provider shall generate and deliver information to assist Service Users whilst they are within Initial Accommodation during the "induction" service after their arrival at the accommodation, in accordance with Paragraph 4.2.1.

- With reference to Dispersal Accommodation and TDA, the focus of this support shall be, as a minimum:
  - the accommodation provided;
  - individual safety and wellbeing (in accordance with Paragraphs 4.4.5 and 4.4.6);
  - the operating instructions for equipment, facilities and installed items provided for comfort and general living;
  - the location of essential amenities, including, but not limited to, shops and transport links, the location of the local health centre / General Practitioner (GP) practice;
  - the process for registering with the GP and accessing other relevant services;
  - the types and quality of services that Service Users can expect to receive from the Provider; and
  - the feedback and complaints process and signposting to the AIRE Provider.

- The Provider shall generate and deliver information to assist Service Users whilst they are within Dispersal Accommodation or Temporary Dispersal Accommodation during the 'move-in' service on arrival at the accommodation, in accordance with Paragraph 4.4.1.

2.7.3 The second level is the information, advice, and support that the Service User needs to cope with the new geographic and cultural environment in which the Service User is being accommodated. This will include the signposting of relevant services and support available in the community, including those operated by voluntary sector and community and religious groups, travel assistance and support in registering with a GP practice where applicable, in accordance with Paragraph 4.4.5.

The type of information and advice that shall be provided shall be devised by the Authority and notified to the Provider and the Provider shall then compile the information and supply it to the Service Users, in accordance with Paragraph 4.4.1.

2.7.4 The third level is the additional information and/or advice provided by third parties from the Voluntary Sector, other organisations, Local Authorities, the Authority's Regional staff, the AIRE Provider, NHS/relevant healthcare service providers and the Police. The Provider shall liaise with and work in parallel with these third-party organisations to facilitate the delivery of this Service User support.

Schedule 2: Statement of Requirements

31
2.7.5 All three levels of Service User support and information shall be delivered by the Provider in a language understood by the Service User.

2.8 Travel Assistance Services

2.8.1 The Provider shall be required to provide transport, public transport tickets or one-off payments (for Section 98 Service Users only), to Service Users supported under Section 4 and Section 98 of the Immigration and Asylum Act 1999 Act as amended, to enable them to travel as defined by the Authority (see Paragraph 4.3.1 of this Schedule 2).

2.9 Support Cessation

2.9.1 The Authority shall continue to pay the Provider for the Accommodation and Support of Service Users for a specified notice period after their entitlement to support has been ceased by the Authority and notification sent to the Provider (including weekends). The periods are specified below for the various Service User types:

- Twenty-eight (28) calendar days for granted asylum seekers;
- Twenty-one (21) calendar days for refused asylum seekers with appeals rights exhausted;
- Fourteen (14) calendar days for Service Users who have withdrawn their asylum claim or received a discontinuation of Section 4 support and;
- Seven (7) calendar days as a result of compliance activity.

2.9.2 The Authority shall not continue to pay the Provider for the Accommodation and Support of former Service Users after the specified notice period has elapsed.

2.9.3 The Provider shall be responsible for the removal of former Service Users from accommodation once entitlement for Accommodation and Support has ceased.
3 TRANSPORT REQUIREMENTS

3.1 General Transport Requirements

3.1.1 The Provider shall, on behalf of the Authority, provide Service Users Transport Services to locations across the UK. Service Users will not be moved into Northern Ireland but Service Users based in Northern Ireland may, on rare occasions, be moved to other parts of the UK. These journeys will sometimes be planned and scheduled and at other times the Provider shall carry out journeys at short notice.

3.1.2 The Provider shall manage, administer and deliver the provision of suitable vehicles and drivers to transport Service Users, their dependants and their permitted baggage allowance, as specified in Paragraph 3.5, to facilitate the smooth running of the front-end of the asylum process in accordance with the instructions of the Authority.

3.1.3 Whilst not a definitive list, the journeys will include transporting Service Users:

- from the point of asylum claim to IA. Point of asylum claim may include, but not be limited to, Authority offices, ports and Police stations;
- from IA to and from events at the Authority’s offices;
- from an IA location to an alternative IA location;
- from IA to and from the Asylum Support Tribunal;
- from IA to and from AIRE Provider or health or social care appointments, where applicable in accordance with Paragraph 4.2.1 of this Schedule 2;
- from IA to Dispersal Accommodation or Temporary Dispersal Accommodation;
- to and from specified locations (e.g. Voluntary Sector premises), to IA or directly into Dispersal Accommodation; and
- on permitted ad hoc journeys e.g. medical visits.

3.1.4 The Provider shall accept requests for transport, must always be punctual and have the capacity to transport Service Users at short notice, 24 hours per day – 7 days a week. This shall include accepting and responding to requests for transport to and from Initial Accommodation, in accordance with the process set out in Annex E of this Schedule 2, 24 hours a day, 7 days a week, including public holidays.

3.1.5 The journeys in this specification will be carried out by the Provider who manages the region in which the Service User is/or is going to be accommodated. When a Service User is being moved into a new region, the new Regional Provider shall have responsibility for the journey. This
does not preclude, however, cooperation between the Providers in the provision of Transport Services, where agreed with the Authority. The new Regional Provider shall, in any event, liaise and work collaboratively with other Providers, and other organisations as required, to ensure the handover of the Service User is as smooth and efficient as possible.

3.1.6 The Provider shall acknowledge and agree that some Service Users will have particular characteristics, such as physical disabilities or medical conditions, which require the provision of suitable transport. In particular, this will give rise for the need for transport suitable for old and/or young people including babies who are dependents in a family unit. The Provider shall follow relevant road safety and vehicle laws throughout the transportation of Service Users, including, but not limited to, the provision of approved baby seats and child booster seats where required.

3.2 Ordering Transport Services

3.2.1 All orders for Transport Services will be allocated by the Authority via the appropriate IT system (Management Information Portal). By exception, the Authority may request urgent or emergency transport via a different channel (for example, by email or telephone conversation with a relevant Provider staff member). In this event, the Authority shall retrospectively log such requests for urgent or emergency transport via the appropriate IT system as soon practical after the initial transport request, to ensure records are accurately maintained and the Provider has a complete and auditable record of the request for transport.

3.2.2 When the Authority places an order, the Authority shall supply the Provider with a pick up time. However, when a journey needs to be carried out on the same day that the order is made, and where a specified time is not given, the Provider shall ensure that the collection is achieved within three (3) hours of the order being made by the Authority. Where the Authority deems a collection to be time critical, the Provider shall use all appropriate measures to ensure that such allocated tasks fall within a faster response time.

3.2.3 If it becomes clear that a vehicle is likely to arrive over thirty (30) minutes late, the Provider shall contact the Authority and the nominated contact point at the required destination to provide an estimated time of arrival and the reason for the delay.

3.2.4 If any journeys are not undertaken, either because the Service User is not present or the Service User refuses to travel, or if a Service User absconds during transport, the Provider must notify the Authority immediately, and a written report on the matter should be submitted to the Contract Manager.

3.2.5 The Authority retains the right to cancel transport ordered at any time.
3.3 Documentation and Recording

3.3.1 The Provider shall make and keep complete and auditable records for every journey made by the Provider. These records must be kept for the duration of this Contract, from date of the journey, and made available for inspection by the Authority on request (normally within five (5) working days of the request). This data will be subject to the provisions of Paragraph 1.2.10.10 upon expiry of termination of the Contract. The following must be included:

- dates, times and places of departure and arrival;
- details of regular breaks included on longer journeys, where applicable in accordance with Paragraph 3.4.8 of this Schedule 2;
- vehicle type used and passenger numbers;
- meals and refreshments provided;
- Service Users and dependent children's property, including any property which could not be transported as it exceeded the specified baggage allowance in Paragraph 3.5;
- requests or complaints and how they have been dealt with;
- behavioural problems, including incidents of self-harm or attempted suicide;
- miscellaneous incidents (including healthcare issues); and
- instances where journeys were not undertaken and the reasons why the journey was not undertaken.

3.4 Transport process

3.4.1 The Provider shall check each Service User at the time of collection to ensure that the Service User is the person named in the relevant documentation.

3.4.2 If necessary, the Provider shall wait for up to 30 minutes at the designated collection point for the Service User named in the relevant documentation, if the Service User does not immediately present themselves to a Provider member of staff upon the arrival of the transport vehicle at the designated collection point. The Authority may, at its discretion, require the Provider to wait longer than 30 minutes, and will instruct the Provider accordingly.

3.4.3 Dependent children or minors may only be transported with their family members or a responsible adult (which may include family members, friends, volunteers and/or social / health care professionals who understand and fully comply with the Authority’s obligations for safeguarding children and vulnerable adults, as set out in Schedule 25 (Safeguarding). The Authority shall notify the Provider of the name of the responsible adult as part of the transport booking process, where applicable.
3.4.4 The Provider’s Service Delivery Plans shall provide detailed procedures for handling minors, pregnant females, nursing mothers with dependent children and Service Users with health or medical needs, and the Provider agrees to abide by such procedures.

3.4.5 The Provider shall be responsible for the property of Service Users in transit. The Provider must account for all items received and handed over by Service Users. The Provider shall also be responsible for sealed property bags, which must be signed for at collection.

3.4.6 The Provider shall ensure that if any prescribed medication belonging to a Service User is collected by the Provider, and held by them until arrival at their destination, it is handed to the new custodian and written confirmation received that the medication was handed over. In the event that the Service User requires use of their prescribed medication during the journey, the Provider must make arrangements to ensure such medication is made available to them, in a manner which is safe and meets the needs of the Service User.

3.4.7 The Provider shall clearly explain the journey and vehicle safety to Service Users, in a manner that Service Users can understand, recognising that some Service Users may not understand English.

3.4.8 The Provider must make arrangements for required comfort breaks on long journeys. It is the responsibility of the Provider to ensure that arrangements provided give due regard to security as well as the welfare of Service Users.

3.4.9 The Provider shall provide Service Users with a cold packed meal and drink (water/soft drinks/tea/coffee) for every journey likely to last over two (2) hours, and for every subsequent four (4) hour period. Such provisions should meet the nutritional needs of Service Users, including making appropriate allowance for dietary, religious or cultural requirements.

3.4.10 On arrival at a destination, the Provider shall ensure that the Service Users are escorted and introduced to the agreed contact point / person. Drivers should not depart from the location until the handover of care has taken place. The Provider must maintain a record evidencing the transfer of the Service User from the driver to the agreed contact point / person. The Authority may audit or inspect such records as they consider necessary, and the Provider shall make such records available to the Authority in a timely manner upon their request (normally within five (5) working days).

3.5 Baggage

3.5.1 The quantity of luggage, possessions or personal effects that a Service User is entitled to transport will be two pieces of luggage per person, in addition to children’s toys and other effects, baby care items, medical equipment, buggies and/or prams and disability aids as applicable to the Service User.

3.5.2 There may be occasions where the Authority shall specify a different luggage allowance. In this event, the Authority shall, as far as practical,
notify the Provider of the different luggage allowance as part of the transport ordering process described in Paragraph 3.2.1 of this Schedule 2.

3.5.3 The Provider shall be responsible for the loading and unloading of any luggage of the Service User, and help to carry luggage to and from the vehicle on arrival as necessary, in accordance with the Health and Safety provisions set out in Paragraph 1.3 of this Schedule.

3.6 Training

3.6.1 The Provider shall ensure that all drivers hold an appropriate and valid licence to drive the vehicle used to transport the Service Users.

3.6.2 The Provider shall ensure that all drivers receive training on the effects of drugs, alcohol and fatigue on driving, and shall ensure that all drivers undertaking any duty on behalf of the Authority abide by the limitations set in the EU Working Time Directive.

3.7 Vehicles

3.7.1 All vehicles used by the Provider in performing the Services shall be fit for the purpose of the Contract and shall be kept in a roadworthy condition and be clean (interior and exterior) and hygienic. All such vehicles shall be equipped with two way communications equipment and/or the driver shall have access to a mobile telephone capable of making and receiving voice calls. The use of such equipment will comply with relevant road safety legislation, including the use of hands-free technology where required.

3.7.2 The Provider must ensure that there is a system that allows for the arrival and departure times of vehicles to be recorded and verified. The system shall be regularly maintained and inspected by the Provider to ensure it is in good working order. The Provider shall also ensure that vehicle faults/breakdowns are rectified as soon as possible when such faults are likely to impact upon the level of service required by the Authority.

3.7.3 No logo which identifies the vehicle as representing the Authority or giving any indication as to the type of passengers carried will be visible on a vehicle used by the Provider in performing the Services. The Provider acknowledges and agrees that it is never permissible to use a caged vehicle for the transportation of Service Users.

3.7.4 Material of a racially, sexually, or politically offensive nature must not be displayed in or on any part of a vehicle being used by the Provider for performing the Services.

3.7.5 The Provider shall ensure that all vehicles have approved (in accordance with relevant rules and regulations) baby seats and booster seats available for any journey required and that they are properly installed on every occasion on which they are used. Fully adjustable seatbelts should be installed on every vehicle used by the Provider. The Provider shall
show the Service User how to open, close and secure seat belt(s) for themselves and dependent children.

3.7.6 The Provider shall make safe and sensitive provision for wheel-chair users and people with special needs in the provision of vehicles and transportation services, and shall provide appropriate assistance to Service Users in entering and exiting the vehicle where appropriate.
## 4 SERVICES TO BE DELIVERED

### 4.1 Accommodation Services

<table>
<thead>
<tr>
<th>Requirements</th>
<th>The Provider shall provide Accommodation for Service Users within the Specified Region.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1.1</strong></td>
<td><strong>1.</strong> The Accommodation shall:</td>
</tr>
<tr>
<td></td>
<td>a. be within the Specified Region;</td>
</tr>
<tr>
<td></td>
<td>b. be in accordance with the standards defined in Annex B to this schedule 2;</td>
</tr>
<tr>
<td></td>
<td>c. be provided for each Service User within the time-scales defined in Annex A to this Schedule 2 (or for Initial Accommodation in Annex E);</td>
</tr>
<tr>
<td></td>
<td>d. be licensed for intended use in accordance with statutory requirements and/or Local Authority rules and regulations, where the property is subject to licensing;</td>
</tr>
<tr>
<td></td>
<td>e. be compliant with statutory requirements and/or Local Authority licensing requirements whilst the Accommodation is used to accommodate Service Users, where the property is subject to licensing;</td>
</tr>
<tr>
<td></td>
<td>f. be compliant with the Sharing and Relocation Rules defined in Annex C of this Schedule 2;</td>
</tr>
<tr>
<td></td>
<td>g. be suitable for Service Users with specific needs, as notified by the Authority or where identified as necessary by the Provider, and in compliance with the Disability Discrimination Legislation; and</td>
</tr>
<tr>
<td></td>
<td>h. comply with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMPs), as notified by the Authority in accordance with Paragraphs 1.6, 2.4 and 4.1.6.</td>
</tr>
<tr>
<td></td>
<td><strong>2.</strong> The Provider shall:</td>
</tr>
<tr>
<td></td>
<td>a. License Accommodation of multiple occupation with the relevant Local Authority (where applicable), and before placing any Service User within the relevant Accommodation, certify to the Authority that the Provider has satisfied all Local Authority licensing requirements and provide the Authority with a copy of the license (where applicable); and</td>
</tr>
<tr>
<td></td>
<td>b. provide alternate temporary Accommodation for any Service User caused to vacate Accommodation as a result of the Accommodation being deemed as unsafe or uninhabitable in accordance with the standards and Response Times defined in Annex B.</td>
</tr>
<tr>
<td></td>
<td><strong>3.</strong> The Provider shall provide longer term replacement Accommodation for any Service User that has to vacate Accommodation as a result of Accommodation being deemed as unsafe or uninhabitable, if that Accommodation cannot be restored to the required standard, within five (5) working days of the event that caused the Accommodation to</td>
</tr>
</tbody>
</table>
be deemed unsafe, in accordance with Annex B of this Schedule 2.

4. The Provider shall, on reasonable notice and at reasonable times, permit the Authority and/or its agents to have reasonable access to all Accommodation provided by the Provider under this Contract for the purposes of:
   a. monitoring the Provider’s provision of the Services under this Contract; and/or
   b. installing, maintaining and removing appropriate electronic monitoring equipment for use in the monitoring of Service Users within the relevant Accommodation. The Provider shall permit the installation of such equipment and associated facilities (including appropriate telephone connections) and shall allow such equipment to draw on any power supplies within the Accommodation without additional cost to the Authority. The Authority shall make good any damage which may be caused to the Accommodation as a result of the installation, maintenance and removal of such equipment.

5. The Provider shall ensure that, if required, a representative of the Provider shall accompany the Authority and/or its agents on any visits to Accommodation in accordance with Paragraph 4 above.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>1. The Provider shall be able to provide sufficient Accommodation for Service Users as is required by the Authority, up to the agreed Volume Cap.</th>
</tr>
</thead>
</table>
| Performance standards | 1. Each Service User is accommodated within the time-scales defined in Annex A to this Schedule 2, and Annex E for Initial Accommodation.  
2. Each unit of Accommodation is compliant with the requirements defined at Annex B to this Schedule 2 for so long as it is occupied by the Service user.  
3. The Authority provided with copies of the licenses for all Accommodation licensed with Local Authorities, before Service Users are placed in the relevant property.  
4. Each unit of Accommodation is, for so long as it is occupied by any Service User, compliant with the Sharing and Relocation Rules for its occupants defined in Annex C to this Schedule 2.  
5. Temporary and permanent replacement Accommodation will be provided within the Response Times defined in Annex B to this Schedule 2 following an unsafe event.  
6. Maintenance of accurate and auditable records relating to where Service Uses are housed, the type of Accommodation in which they are housed and any adaptations made to the property in response to Service User needs and/or Authority instructions. |
4.1.2 The Provider shall manage and maintain Service User Accommodation to meet the Authority’s required property standards.

### Related Information

#### Move-in
1. Prior to moving Service Users into Accommodation, the Provider shall inspect and validate that the Accommodation meets the required standards defined in Annex B to this Schedule 2.
2. The Provider shall maintain accurate and auditable records evidencing that the Provider has verified that the Accommodation has met the Authority’s required standards defined in Annex B of this Schedule 2, before the property is used to accommodate Service Users.

#### Pre-planned maintenance
3. The Provider shall develop and keep up-to-date proactive property maintenance plans for all Accommodation used to house Service Users, to assure that Accommodation will be maintained to the standards defined in Annex B of this Schedule 2.
4. The Provider shall make their property maintenance plans available to the Authority, within five (5) working days of the Authority’s request for such plans.
5. Upon request by the Authority, the Provider shall provide the Authority with evidence that the Provider is undertaking the pre-planned maintenance activity, and is delivering against its property maintenance plans. Such evidence will be delivered in a timely manner (normally within five (5) working days).
6. The Provider shall inspect each unit of Accommodation at least once per calendar month, and update their property maintenance plans accordingly with relevant intelligence on the condition of the property.
7. The Provider shall provide at least five (5) working days’ notice to the Service User in the Accommodation that the property is to be inspected.
8. The Provider shall manage and administer the pre-planned maintenance service. In doing so, the Provider shall:
   a. provide five (5) working days’ notice to the Service User in the Accommodation that maintenance work is planned for the Accommodation;
   b. brief the Service Users occupying the Accommodation on what the pre-planned maintenance work entails and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User;
   c. complete pre-planned maintenance work in a timely and sensitive manner.
manner, being cognisant of Service User needs, avoiding unnecessary disruption and implementing appropriate actions to mitigate any potential adverse impact on the wellbeing of Service Users;

d. ensure that no unit of Accommodation falls into the Health and Safety categories A to D inclusive;

e. re-assess all Accommodation units which have been assessed as being in Health and Safety categories A to D inclusive (in the event that a Housing Health and Safety Rating System (HHSRS) inspection has been undertaken by a suitably qualified professional), once maintenance has been completed;

f. take action to rectify maintenance issues within the Response Times defined in Annex B to this Schedule 2;

g. re-inspect the Accommodation, within one (1) calendar week of pre-planned maintenance work being completed, to assure that the Accommodation meets the Authority’s required standards defined in Annex B to this Schedule 2; and

h. maintain a full and auditable record of all pre-planned maintenance inspections and works undertaken on Service User Accommodation.

Reactive maintenance

9. The Provider shall provide a reactive maintenance service to address maintenance issues and maintain Accommodation to Authority’s required Standards defined in Annex B to this Schedule 2.

10. The reactive maintenance service shall be provided 24 hours a day, each day of the year, and will operate in accordance with the response times defined in Annex B to this Schedule 2.

11. The Provider shall:

a. manage and administer the emergency response and reactive maintenance service, to address maintenance requirements identified through:

i. the Provider’s monthly property inspections;

ii. Service User reports of maintenance issues or complaints referred by the AIRE Provider;

iii. the Authority’s inspection or compliance activities; or

iv. recommendations or requirements from relevant regulatory bodies, such as Local Authority environmental health services or Fire and Rescue services.

b. complete reactive maintenance work within the response times defined in Annex B of this Schedule 2, being cognisant of Service User needs, avoiding unnecessary disruption and implementing appropriate actions to mitigate any potential adverse impact on the wellbeing of Service Users;

c. re-assess all Accommodation units which have been assessed as being in Health and Safety categories A to D inclusive (in the event that a Housing Health and Safety Rating System (HHSRS)
### Volume of service

|   | As required |

### Performance standards

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Each unit of Accommodation provided under this Contract is Safe for use by Service Users and is maintained to the Standards defined in Annex B of this Schedule 2.</td>
</tr>
<tr>
<td>2.</td>
<td>Each unit of Accommodation provided under this Contract is assessed as being better than Category A to D inclusive resulting from a Health and Safety Assessment.</td>
</tr>
<tr>
<td>3.</td>
<td>Maintenance is delivered in accordance with the defined Response Times set out in Annex B of this Schedule 2.</td>
</tr>
<tr>
<td>4.</td>
<td>Accurate and auditable records are maintained evidencing that Accommodation was inspected and verified as compliant with the Standards defined in Annex B of this Schedule 2, prior to the Accommodation being used to accommodate Service Users.</td>
</tr>
<tr>
<td>5.</td>
<td>Up-to-date and auditable property maintenance plans are kept by the Provider for all Service User Accommodation, outlining the proactive maintenance activities planned for each property.</td>
</tr>
<tr>
<td>6.</td>
<td>Accurate and auditable records are maintained evidencing monthly Provider inspections and maintenance activities undertaken on Service User Accommodation.</td>
</tr>
<tr>
<td>7.</td>
<td>Accurate information on the nature and completion of reactive maintenance activities provided to the AIRE Provider, where the need for such maintenance activity has been identified via Service User feedback or complaints referred by the AIRE Provider.</td>
</tr>
<tr>
<td>8.</td>
<td>Accurate and auditable records are maintained evidencing that Provider’s notified Service Users of planned or reactive maintenance activities, in a manner Service Users could</td>
</tr>
</tbody>
</table>

---

**OFFICIAL**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>inspection has been undertaken by a suitably qualified professional, once maintenance has been completed;</td>
</tr>
<tr>
<td>d.</td>
<td>re-inspect the Accommodation, within one (1) calendar week of reactive maintenance work being completed, to assure that the Accommodation meets the Authority’s required standards defined in Annex B to this Schedule 2;</td>
</tr>
<tr>
<td>e.</td>
<td>brief the Service Users occupying the Accommodation on what reactive maintenance work is required and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User;</td>
</tr>
<tr>
<td>f.</td>
<td>maintain a full auditable record of all maintenance inspections and works undertaken relating to all reactive maintenance of Accommodation provided; and</td>
</tr>
<tr>
<td>g.</td>
<td>notify the AIRE Provider of reactive maintenance work undertaken and the date the reactive maintenance was completed, within five (5) working days of the reactive maintenance having been completed, where the need for reactive maintenance has been identified through Service User feedback or complaints referred by the AIRE Provider.</td>
</tr>
</tbody>
</table>
understand.
**Schedule 2: Statement of Requirements**

4.1.3 The Provider shall provide an Accommodation allocation service for Service Users nominated for dispersal.

**Related Information**

1. When the Authority has determined that a Service User is eligible for asylum support, they shall issue an Accommodation Request to the Provider.

2. The Accommodation Request issued by the Authority shall contain all necessary information relating to the Service Users that is required by the Provider to disperse the Service Users to accommodation, in accordance with Annex A to this Schedule 2.

3. The Provider shall:
   a. upon receipt of Accommodation Requests, allocate accommodation suitable for Service Users identified by the Authority in the relevant Accommodation Requests;
   b. allocate Accommodation in compliance with the Allocation Rules defined in Annex A to this Schedule 2 (for Initial Accommodation Annex E);
   c. allocate Accommodation in compliance with the sharing and relocation rules defined in Annex C to this Schedule 2;
   d. allocate accommodation with due regard to the Service User’s needs, the Provider’s responsibilities under section 55 of the Borders, Citizenship and Immigration Act 2009, and in accordance with any instructions from the Authority or care and support needs identified by Local Authorities under the Care Act 2014 (or similar for devolved administrations);
   e. allocate accommodation which complies with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMPs), as notified by the Authority in accordance with Paragraphs 1.6, 2.4 and 4.1.6;
   f. within the time specified by the Authority, as defined in Annex A to this Schedule 2, advise, in the required Accommodation Proposal, the Authority on:
      i. the Accommodation it proposes to allocate to the Service User; and
      ii. the travel details (where relevant to the Service User) and any other information required by the Authority.
   g. notify the Authority if the Accommodation it wishes to allocate to a Service User is already occupied by another Service User who will need to be relocated (not applicable to Initial Accommodation);
   h. in the event of current occupancy of such allocated Accommodation, identify appropriate alternate Accommodation which it wishes to allocate to the incumbent Service User(s); and
   i. submit an Accommodation Proposal addressing the re-allocation of Accommodation for the incumbent Service Users to the
<table>
<thead>
<tr>
<th><strong>Volume of service</strong></th>
<th>As required</th>
</tr>
</thead>
</table>
| **Performance standards** | 1. Appropriate Accommodation is allocated in accordance with the Allocation Rules and the Sharing and Relocation Rules as defined in Annexes A, E and C of this Schedule 2.  
2. Accommodation Proposals are submitted by the Provider within the time period specified by the Authority on receipt of the Accommodation Request from the Authority.  
3. Appropriate Accommodation is provided by the Provider within the time period specified by the Authority in the Accommodation Request.  
4. All Accommodation Requests from the Authority are satisfied by the Provider in any single payment period.  
5. Accurate and auditable records are maintained evidencing any adaptations or considerations made by the Provider in the allocation of Accommodation for Service Users with specific needs or at risk Service Users, or Service Users subject to a Local Authority care plan. |

---

**Schedule 2: Statement of Requirements**
### Requirements

#### 4.1.4

The Provider shall provide a full board service to applicable Service Users

#### Related Information

1. The Provider shall provide a full board service to entitled Service Users who are:
   a. supported under Section 4 or Section 98 of the Immigration and Asylum Act 1999; **and**
   b. accommodated in full board style accommodation without access to facilities for food storage and preparation.

2. The Service shall be provided in a location easily accessible to the Service User and/or within the relevant accommodation within which the Service Users are accommodated.

3. The food provision under the full board service shall include:
   a. breakfast;
   b. lunch and evening meals, with a choice of at least one hot and one cold selection. At least one vegetarian option shall be provided at each meal;
   c. a beverage service with each main meal;
   d. a food service for babies and small children with the appropriate foodstuffs. This service shall enable babies and small children to be fed whenever necessary;
   e. options which cater for special dietary, cultural or religious requirements (including, without limitation, gluten free and diabetic options where necessary); **and**
   f. additional foodstuffs or meals as required to meet the nutritional needs of Service Users for whom three daily meals may be insufficient.

4. The food service shall meet appropriate nutritional standards for each varied menu and satisfy cultural, religious, health or other specific requirements. The Provider shall also clearly advertise the availability of religious or culturally sensitive meals to relevant Service Users, where appropriate.

5. The Provider shall ensure that each varied menu is validated by a suitably qualified nutritionist or health professional as being appropriate to the dietary needs of Service Users.

6. The full board service shall include additional support items required by Service Users, including:
   a. baby care equipment and disposable nappies; **and**
   b. personal toiletries and feminine hygiene products.

#### Volume of service

As required
<table>
<thead>
<tr>
<th>Performance standards</th>
<th>1. Food service provided to Service Users, which meets the appropriate nutritional standards and satisfies relevant dietary, cultural or religious requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Accurate and auditable records maintained that demonstrate that the varied menus offered to Service Users have been validated as being nutritionally appropriate to the needs by a suitably qualified professional.</td>
</tr>
<tr>
<td></td>
<td>3. Accurate and auditable records maintained which evidence the provision of additional support items to applicable Service Users.</td>
</tr>
</tbody>
</table>
### Requirements

<table>
<thead>
<tr>
<th>4.1.5</th>
<th>The Provider shall provide a Food Voucher and cash payments service</th>
</tr>
</thead>
</table>

#### Related Information

1. The Provider shall issue Food Vouchers or cash to entitled Service Users, as directed by the Authority (see Paragraph 2.6 of this Schedule 2).

2. The Service shall be provided within a reasonable travelling distance (within a radius of 3 miles) of the Service User’s accommodation or directly to the Service User at that location if the Service User is not able to travel in person for medical/disability reasons.

3. Food Vouchers shall be issued to the Section 4 Service User:

   a. on arrival at the accommodation as a temporary measure and be sufficient to meet the relevant Service Users requirements until the Service User receives their Section 4 payment card or for the next fourteen (14) days;

   b. the Provider shall ensure that upon receipt from the Authority, all Section 4 payment cards are issued to Service Users within the fourteen day (14) period and are briefed on their use; and/or

   c. as an emergency measure for fourteen days to meet the relevant Service User’s requirements in the event that the Section 4 payment card is either lost or stolen.

4. The Provider shall maintain full and auditable records of Food Vouchers and Section 4 payment cards issued to each Service User and make these records available for audit purposes to the Authority when required.

5. Cash shall be issued to the Section 98 Service User:

   a. on arrival at their Initial Accommodation as a temporary measure, if such Initial Accommodation is not provided on a full board basis, to meet the Service Users requirements until the Service User receives their ASPEN payment card (or similar); and/or

   b. as an emergency measure, if such Initial Accommodation is not provided on a full board basis, to meet the relevant Service User’s requirements in the event that the ASPEN payment card (or similar) is lost, stolen or otherwise not available to the Service User.

6. Cash shall be issued to the Section 95 Service User:

   a. as an emergency measure, if Dispersed Accommodation is not provided on a full board basis, to meet the relevant Service User’s requirements in the event that the ASPEN payment card (or similar) is lost, stolen or otherwise not available to the Service User.

7. The Provider shall maintain full and auditable records of cash payments issued to each Service User and make these records available for audit purposes to the Authority when required.

### Volume of service

As required
<table>
<thead>
<tr>
<th>Performance standards</th>
<th>1. All applicable Food Vouchers or cash payments are issued on time.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Accurate and auditable records are maintained evidencing that the issue of Food Vouchers or cash payments to Service Users are appropriate and correct.</td>
</tr>
<tr>
<td></td>
<td>3. Food Voucher or cash payment charges made by the Provider concur with auditable records.</td>
</tr>
<tr>
<td></td>
<td>4. All Section 4 payment cards issued within fourteen (14) day timescale, where they are required to be issued to Service Users by the Provider.</td>
</tr>
<tr>
<td>Requirements</td>
<td>The Provider shall provide a consultation and liaison service for the Local Authority</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4.1.6</td>
<td></td>
</tr>
<tr>
<td>Related Information</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>The Provider shall liaise and consult with relevant Local Authorities to ensure that any Accommodation provided to Service Users does not adversely affect Local Authority developments or community plans.</td>
</tr>
<tr>
<td>2.</td>
<td>The Provider shall, in selecting Accommodation for procurement, consult and liaise with Local Authorities regarding the suitability of Accommodation for Service Users, being mindful of the risks to Service Users and host communities from the use of the Accommodation for Service Users.</td>
</tr>
<tr>
<td>3.</td>
<td>In the event that the Provider cannot reach agreement with the Local Authorities in such matters, it shall refer the matter to the Authority.</td>
</tr>
<tr>
<td>Volume of service</td>
<td>As required</td>
</tr>
<tr>
<td>Performance standards</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>With respect to every new Accommodation procured the Provider should liaise and consult with the Local Authority.</td>
</tr>
<tr>
<td>2.</td>
<td>Accurate and auditable records maintained evidencing liaison and consultation with Local Authorities regarding the procurement of Accommodation for Service Users.</td>
</tr>
<tr>
<td>3.</td>
<td>Timely notifications made to the Authority in all instances in which the Provider cannot reach agreement with Local Authorities regarding the procurement of Accommodation for Service Users, including relevant information and records to allow the Authority to understand the nature of liaison and consultation to date, and the reasons for the Local Authorities objections to the relevant Accommodation procurement.</td>
</tr>
<tr>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>4.1.7 The Provider shall provide Accommodation Services to Service Users</td>
<td></td>
</tr>
<tr>
<td>identified as Complex Bail Cases or similar, as required by the Authority.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Related Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. As outlined in Paragraph 1.2.1.2, the Authority may require the Provider</td>
</tr>
<tr>
<td>to accommodate Complex Bail Cases, and, from time to time, other complex</td>
</tr>
<tr>
<td>Service Users with similar needs.</td>
</tr>
<tr>
<td>2. The Provider shall, in providing Accommodation for this special</td>
</tr>
<tr>
<td>category of Service Users, take into account that these Service Users may</td>
</tr>
<tr>
<td>have additional stipulations or limitations on the type and location of</td>
</tr>
<tr>
<td>the Accommodation in which they can be placed, including:</td>
</tr>
<tr>
<td>a. an increased likelihood of requests for self-contained accommodation;</td>
</tr>
<tr>
<td>b. a specified location;</td>
</tr>
<tr>
<td>c. increased negotiation with local authorities to procure appropriate</td>
</tr>
<tr>
<td>accommodation;</td>
</tr>
<tr>
<td>d. increased insurance premiums for both accommodation and staff;</td>
</tr>
<tr>
<td>e. specialist training for staff to provide a higher degree of risk</td>
</tr>
<tr>
<td>awareness;</td>
</tr>
<tr>
<td>f. increased staffing levels for visits to accommodation because of</td>
</tr>
<tr>
<td>increased risk;</td>
</tr>
<tr>
<td>g. possibility of an additional regime of contact visits dependent upon the</td>
</tr>
<tr>
<td>individual Service User;</td>
</tr>
<tr>
<td>h. either more robust furniture, or increased replacement of existing</td>
</tr>
<tr>
<td>standard of furniture; and/or</td>
</tr>
<tr>
<td>i. exceptional higher premium for Service Users convicted of Arson.</td>
</tr>
<tr>
<td>3. The Provider shall provide a Transport Service to transport these</td>
</tr>
<tr>
<td>Service Users from detention to their selected accommodation.</td>
</tr>
<tr>
<td>4. The Provider shall seek the approval of the Local Authority and the local</td>
</tr>
<tr>
<td>Police service in which the Service User is to be accommodated in advance</td>
</tr>
<tr>
<td>of the Service User being moved into the accommodation, for this category</td>
</tr>
<tr>
<td>of Service User.</td>
</tr>
<tr>
<td>5. The pricing of these Service Users will be in accordance with the Schedule 5 (Service Charges).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Volume of service</th>
</tr>
</thead>
<tbody>
<tr>
<td>As required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Appropriate accommodation for these Service Users provided in accordance</td>
</tr>
<tr>
<td>with requirements set out in Section 4 of this Schedule 2, and any additional</td>
</tr>
<tr>
<td>requirements instructed by the Authority on a case-</td>
</tr>
</tbody>
</table>
by-case basis.

2. Each unit of accommodation is approved in advance of moving the Service User into the accommodation, and throughout the duration of their stay in accommodation, by Local Authorities for this category of Service User.

3. Appropriate insurance is held to cover both staff and accommodation in relation to this category of Service User.

4. Provider staff are provided with appropriate training in relation to dealing with this category of Service User.

5. Service Users are visited in accordance with the Authority’s specific requirements.

6. Accurate and auditable records are maintained evidencing the measures the Provider has put into place to appropriately accommodate and manage this category of Service User, including actions taken to comply with instructions from the Authority.
## 4.2 Initial Accommodation

### Requirements

| 4.2.1 | The Provider shall provide to the Authority Initial Accommodation and related services. |

### Related Information

1. The provisions of Paragraphs 4.1.1 to 4.5.1 shall apply to the provision of Initial Accommodation and related services in respect of IA Service Users, except where indicated as 'not applicable'.

2. The Provider shall supply Initial Accommodation for IA Service Users on the basis that:
   a. (to the extent required by Paragraph E.4.4 of Annex E) the relevant Accommodation shall be in the nominated Initial Accommodation which shall meet the requirements of Annex B to this Schedule 2;
   b. the relevant accommodation shall comply with the Authority's requirements for room sharing, as defined in Paragraph C.1 of Annex C of this Schedule 2;
   c. where the charges for the provision of Services in respect of IA Service Users are to be determined on the basis that full board accommodation is provided, the Provider in addition to the accommodation shall provide the food service as defined at Paragraph 4.1.4 to this Schedule 2;
   d. where the charges for the provision of Services in respect of IA Service Users are to be determined on the basis of self-catering accommodation, as defined in Annex B to this Schedule 2, rather than full board accommodation, cash will be provided by the Provider to the IA Service User, where required by the Authority. The Provider shall require the principal IA Service User within any family unit to sign a receipt for the cash issued. The provisions of Paragraph 4.1.5 shall (with necessary variations) apply to the issue of such cash; and
   e. for the avoidance of doubt the Nominated Initial Accommodation may be used for accommodating Service Users who are not IA Service Users, provided that this does not prevent the Provider from complying with Paragraph E.4 of Annex E of this Schedule. The Provider must clearly differentiate services offered to Section 98 clients from those offered to Section 4 and Section 95 clients.

3. The Provider shall operate a daily register for keeping track of Service Users coming in and out of the Initial Accommodation, where such accommodation is comprised of hostel type accommodation. Such registers will be made available to the Authority in a timely manner upon request by the Authority (normally within five working days).

4. Where Initial Accommodation is hostel type accommodation, the Provider shall supply gender-specific wash facilities.

5. Where Initial Accommodation is hostel type accommodation, the Provider shall supply communal areas for Service Users for the purposes of rest and relaxation, of an appropriate size for the total potential population within each Initial Accommodation location. Such communal areas shall, as a minimum, include a mixed gender.
 communist area, a separate female only communal area and a separate communal area for families. Each communal area should be outfitted with appropriate seating and tables.

6. Where Initial Accommodation is self-contained accommodation, the Provider shall comply with the relevant standards set out in Paragraph B.13 of Annex B of this Schedule 2 for dining / living rooms.

7. The Provider shall provide sufficient adapted bedrooms, and appropriate wash facilities, to meet the needs of Service Users with specific needs, who may not be eligible for Local Authority accommodation, to ensure such Service Users can be appropriately accommodated within Initial Accommodation. As a minimum, 5% of bedrooms within Initial Accommodation should be appropriately adapted to meet the needs of disabled Service Users, including step-free access for wheelchair users or Service Users with conditions which limit their mobility.

8. The Provider shall supply office accommodation that facilitates exclusively the provision of related Initial Accommodation Services which shall be provided by the AIRE Provider. This shall:
   a. be located within each property comprising Initial Accommodation or in a separate location reasonably accessible to IA Service Users. If the office is not reasonably accessible (i.e. not within a radius of 3 miles), or a Service User has a condition which limits their mobility, transport in accordance with Section 3 shall be supplied by the Provider for transporting IA Service Users to and from the relevant accommodation to the relevant office Accommodation;
   b. include the provision of office space and meeting rooms suitable for the delivery of related services, including one-to-one meetings with Service Users and larger groups of Service Users. This will include a room of a size for 12 x IA Service Users to receive briefings while seated comfortably on chairs provided by the Provider, and access to a computer to enable the completion of online support application forms. Further rooms will be required for smaller groups or private appointments. Rooms that can incorporate screened off areas may be suitable. These areas will need to include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The specific Accommodation requirements will be as per those reasonably specified by the relevant AIRE Provider; and
   c. include a separate and secure office for use by the AIRE Provider staff. The detailed requirements of the room will be defined by the relevant AIRE Provider, but as a minimum it will be furnished with desks and storage facilities, and include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The AIRE Provider shall require access to a small kitchen facility, including running drinking water, hot food and drink making facilities, a refrigerator and private lavatory facilities.

9. If required by the local health authority, the Provider shall supply office accommodation which facilitates exclusively the provision of related health services, including the health screening of Service Users, which will be provided by the relevant health authority. This office accommodation will be within, or be within a reasonable travelling
distance from, the Initial Accommodation. This office accommodation shall:

a. be fit-for-purpose in accordance with relevant regulations under the Regulations for Service Provider and managers (Health and Social Care Act 2008 (Regulated Activities) Regulations 2014) and relevant Care Quality Commission guidance, and be agreed as fit-for-purpose with the relevant local health authority

b. include a waiting area and two rooms in which Service Users can consult with health professionals in private, equipped with hand washing areas, flooring, walls, ceiling, doors, blinds/curtains, electrical points and lighting. Each of the two rooms should include a desk and appropriate cabling and access points so that it can be easily fitted with computer and communications equipment, with internet connectivity, all to the requirements of the local health authority for the purposes of conducting health screenings and related health services; and

c. for the purposes of IA Service Users awaiting the delivery of services provided by Nominated Third Parties, include a communal area with drinking water (including appropriate drinking vessel) and lavatory facilities.

10. The Provider shall signpost the health screening and related services provided by the local health authority to Service Users, and shall liaise with the local health authority to increase Service User participation in health screenings, in accordance with Paragraph 1.7.2 of this Schedule 2.

11. The Provider shall establish forums for regular engagement between the persons responsible for the management of the Initial Accommodation and the local health authority, to support effective service delivery and the identification and realisation of service improvements.

12. Where the local health authority chooses to deliver health screenings and related services from a location not supplied by the Provider, and the location for the provision of health screening and related services determined by the local health authority is not reasonably accessible (i.e. not within a radius of 3 miles or a Service User has a condition which limits their mobility), transport in accordance with Section 3 will be supplied by the Provider for transporting IA Service Users to and from the relevant Initial Accommodation to the relevant health authority location.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>As required</th>
</tr>
</thead>
</table>
| Performance standards | 1. Accommodation delivered to the required standards, in accordance with Paragraph 4.2.1 and Annex B.  
  2. Accurate and auditable daily site registers maintained in accordance with the Authority’s requirements.  
  3. Office and related accommodation is provided in accordance with the |
requirements of the AIRE Provider and the local health authority.

4. Management of the receipt, recording and dispersal of IA Service Users in accordance with Annex E.

5. Transport to and from AIRE Provider and local health authority offices provided on time and in accordance with Annex D.

6. Recorded and reconciled reports provided in a form and in accordance with the timescales required by the Authority.
## Requirements

| 4.2.2 | The Provider shall provide induction briefings to the Service User whilst they are occupying Initial Accommodation. |

### Related Information

1. The Provider shall provide the Service User with an induction briefing within one (1) calendar day of the Service User occupying the Initial Accommodation.

2. The induction briefing shall be conducted in a language understood by the Service User.

3. Any information provided to the Service User during, or consequent to, the induction briefing shall be in a language the Service User can understand.

4. The Service User shall, at the end of the briefing, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member, and as a member of the wider community whilst they are within Initial Accommodation.

5. The Provider’s induction briefing shall include:
   a. briefing material provided by the Authority;
   b. briefing material provided by the AIRE Provider, as applicable;
   c. briefing material provided by the local health authority, as applicable; and
   d. any supplementary information that the Provider wishes to include relating to the provision of its own services.

6. As a minimum, the induction briefing service should, through the provision of verbal and written instructions, include:
   a. information on the asylum support process and the rights, obligations and responsibilities of Service Users whilst they are within the asylum support system;
   b. signposting to the AIRE Provider and information to assist the Service User in completing a support application form;
   c. information on the types and quality of services which Service Users can expect to receive from the Provider whilst they are within the asylum support system;
   d. signposting to the local authority health screening process and information to assist the Service User in attending a health screening;
   e. information relating to the lay-out, facilities, routine and dining-times (where applicable) within the Initial Accommodation, and how to use relevant facilities and equipment, where applicable;
   f. information on the behavioural expectations on Service Users whilst they are within Initial Accommodation and in the wider community;
   g. information on how and where Service Users can use their ASPEN card (or similar), and the process for the issuing of such cards; and
   h. signposting to local services and information to assist the Service
User to make contact with local organisations, including:

i. voluntary sector services and other independent advice service providers;

ii. the Authority’s asylum support services;

iii. relevant Local Authority services, including social care;

iv. emergency services and the local Police service;

v. legal advisers and related services;

vi. local leisure and recreation facilities and services; and

vii. local shops and associated amenities.

7. As part of the induction briefing, the Provider shall also provide the Service Users with information on how to make complaints regarding the Provider or any person or organisation, which shall include the contact details for the AIRE Provider, in accordance with Paragraph 1.2.7 of this Schedule 2.

8. The Provider shall require that the Service User confirms, in writing, that the required information has been presented verbally and that an information pack has been issued and its content understood.

9. Once it has been determined that a Service User is eligible for asylum support and the Authority has issued an Accommodation Request for the Service User, but at least five (5) days before the Service is transported to their Dispersal Accommodation, or Temporary Dispersal Accommodation, the Provider shall provide a further briefing to the Service User. This further briefing shall include, as a minimum:

a. information to help the Service User to understand the dispersal process and what to expect during their move to their Dispersal Accommodation or Temporary Dispersal Accommodation;

b. the date and time of their transport to their Dispersal Accommodation or Temporary Dispersal Accommodation;

c. if being transported to Temporary Dispersal Accommodation, information on the process and estimated timeframes for securing them suitable, longer-term Dispersal Accommodation;

d. information on the local area into which their Dispersal Accommodation or Temporary Dispersal Accommodation is located, including any such information the Provider considers appropriate to help Service Users to prepare to be members of the community in the Dispersal Accommodation or Temporary Dispersal Accommodation; and

e. information on how and where Service Users can use their payment card (currently an ASPEN card) or similar.

10. This further briefing shall be conducted in a language understood by the Service User and any information provided to the Service User during, or consequent to, the briefing shall be in a language the Service User can understand.

11. The Provider shall require that the Service User confirms, in writing, that the required information in the further briefing has been presented verbally and that an information pack has been issued and its content understood.
12. The Provider shall regularly update briefing materials to keep up to date with changes in the local area and the latest policies and guidance. The Provider shall annually submit briefing materials for Authority review.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>As required</th>
</tr>
</thead>
</table>
| Performance standards | 1. Induction briefing service is provided to Service Users within one (1) day of arrival in Initial Accommodation.  
2. Further briefing service is provided to Service Users at least five (5) days before their transport to their Dispersal Accommodation or Temporary Dispersal Accommodation.  
3. Maintenance of accurate and auditable records evidencing that Service Users have received relevant briefings and supporting information packs. |
## 4.3 Transport Services

<table>
<thead>
<tr>
<th>Requirement(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.3.1</strong></td>
</tr>
<tr>
<td>Related Information</td>
</tr>
<tr>
<td>1. Where directed by the Authority, the Provider shall either take the Service User, or provide the Service User with a public transport ticket, to enable them to attend and return from:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>a. a Registrar of Births and Deaths office to register the birth of a child or death of a relative;</td>
</tr>
<tr>
<td>b. a doctor, dentist or hospital appointment; and/or</td>
</tr>
<tr>
<td>c. an antenatal or postnatal appointment.</td>
</tr>
<tr>
<td>2. In the event that the Provider provides the Service User with a public transport ticket, the Provider shall provide the Service User with the information necessary to enable the Service User to use said public transport, and make their way from the public transport to their appointment or the Registrar’s office. This will include the pick-up and drop-off points of the public transport, and directions to the location of their appointment or the Registrar’s office as appropriate.</td>
</tr>
<tr>
<td>3. The Provider shall ensure that the Service User signs for any public transport tickets they are provided by the Provider, and confirms that the Service Users understands any instructions or additional information they have been provided with respect to their journey.</td>
</tr>
<tr>
<td>Volume of service</td>
</tr>
<tr>
<td>Performance standards</td>
</tr>
<tr>
<td>1. Service Users are provided with transport or a public transport ticket for a public transport service which enables them to make their allotted appointment time.</td>
</tr>
<tr>
<td>2. Accurate and auditable records maintained to evidence that Service Users were provided with public transport tickets in good time ahead of their planned journey, and that information was provided to assist Service Users in making their journey, where appropriate.</td>
</tr>
</tbody>
</table>
## Requirements

<table>
<thead>
<tr>
<th>4.3.1</th>
<th>The Provider shall provide Transport services to Service Users</th>
</tr>
</thead>
</table>

### Related Information

1. The Provider shall provide transport for Service Users as required by the Authority, in accordance with the requirements defined in Section 3 of this Schedule 2.

### Volume of Service

As required.

### Performance Standards

1. Service Users collected on time from their designated collection point, and provided with an explanation of the journey and relevant vehicle safety in a manner they can understand.
2. Service Users and their permitted baggage transported in a manner which is safe, fit for purpose and appropriate to their needs.
3. Service Users transported in a timely manner and escorted and introduced to the agreed point of contact upon arrival at their destination.
4. Service Users provided with appropriate comfort breaks and meals and refreshments appropriate to their nutritional and dietary needs on longer journeys, in accordance with the Authority’s requirements.
5. Accurate and auditable records maintained to evidence the training provided to drivers and their legal entitlement to operate the relevant mode of transport, the transport provided to Service Users, the type of transportation used, the breaks and meals/refreshments provided and other related information, as defined in Paragraph 3.3.1 of this Schedule 2.
### 4.4 Service User Support Services

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.4.1</strong> The Provider shall provide a “move-in” service for Service Users upon arrival at their allocated Dispersal Accommodation (including Temporary Dispersal Accommodation).</td>
</tr>
</tbody>
</table>

#### Related Information

1. The Provider shall:
   a. move the Service Users into appropriate allocated accommodation within the time specified by the Authority in the Accommodation Request;
   b. meet the Service Users upon arrival at their allocated accommodation;
   c. arrange for an interpreter speaking the required language to be available upon the arrival of the Service Users at their allocated accommodation (whether permanent or temporary) if, without an interpreter, the required information cannot be clearly conveyed by the Provider and understood by the relevant Service users; *and*
   d. move Service Users who may have been placed in Temporary Dispersal Accommodation to their longer term Dispersal Accommodation within the period specified by the Authority in accordance with [Annex A](#) to this Schedule 2.

2. In the event that the Accommodation provided by the Provider is determined by the Provider to be inappropriate given the medical or care needs of the Service User:
   a. the Provider shall, as soon as possible, seek instructions from the Authority, and make any relevant referrals for medical and/or social care assessments, where appropriate;
   b. in the event that the Provider is not able to get instructions from the Authority, or advice from relevant health or social care services, the Provider shall take any necessary action to ensure the safety and wellbeing of the Service User until relevant advice or instruction is forthcoming; *and*
   c. where necessary the Provider shall provide appropriate Temporary Dispersal Accommodation for the relevant Service User to ensure their safety and wellbeing.

3. Within one (1) calendar day of the Service User’s arrival in the Dispersal Accommodation or Temporary Dispersal Accommodation, the Provider shall provide a ‘move-in’ briefing service to familiarise the Service User with their new accommodation and local area. The ‘move-in’ briefing shall, as a minimum, include:
   a. an explanation and demonstration of the operation of all-necessary safety equipment and operating instructions for equipment used within the relevant accommodation, including kitchen and bathroom facilities, including how to turn off gas, electricity and water supplies;
   b. information on the type, quality and standards of services Service
Users can expect whilst they are in Dispersal Accommodation;

c. information on the behavioural expectations for Service Users whilst they are within Dispersal Accommodation;

d. signposting to the AIRE Provider and information on how to make complaints or provide feedback regarding the Provider or any person or organisation, in accordance with Paragraph 1.2.7 of this Schedule 2;

e. information to assist the Service User to make contact and register with a local GP surgery and Dentist, including information on the location of the same; and

f. information on the local area, including the location of local shops, amenities and facilities relevant to the needs of the Service User.

4. Within seven (7) calendar days of the Service User’s arrival in the Dispersal Accommodation or Temporary Dispersal Accommodation, the Provider shall provide an additional ‘move in’ briefing service to provide the Service User with further information and assistance to help them acclimatise and settle-in to their community. This additional briefing shall, as a minimum, include:

a. information on the cleaning products provided with the accommodation (where applicable) and how to use them effectively;

b. information to assist the Service User to register their children (where applicable) with appropriate schools in the area;

c. signposting to local services and information to assist the Service User to make contact with local organisations, including:

   i. Voluntary sector services and other independent advice service providers;

   ii. The Authority’s asylum support services;

   iii. Relevant Local Authority services, including social care;

   iv. Emergency services and the local Police service;

   v. Legal advisers and related services;

   vi. Local leisure and recreation facilities and services; and

   vii. Local religious and cultural facilities, where appropriate.

d. any additional information which the Provider is instructed to provide by the Authority or by the Local Authority, Police or local health authority; and

e. any additional information which the Provider considers relevant to the needs of the Service User, or in relation to the provision of its own services.

5. The Provider shall provide 'move-in' briefings on every occasion that the Service User is relocated to new Dispersal Accommodation, including when a Service User is moved from Temporary Dispersal Accommodation to longer-term Dispersal Accommodation.

6. The Service User shall, at the end of the briefings, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member and as a member of the community in which they are placed.

7. The Provider shall require that the Service User confirms, in writing,
that the required information has been presented verbally and that an information pack has been issued and its content understood.

8. The Provider shall regularly update ‘move-in’ briefing materials to keep up to date with changes in the local area and the latest policies and guidance. The Provider shall annually submit ‘move-in’ briefing materials, from a sample of areas to be determined by the Authority, for Authority review.

9. The Provider shall provide the Authority with ‘move-in’ briefing materials upon the Authority’s request within five (5) working days of the said request.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>As required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance standards</strong></td>
<td></td>
</tr>
<tr>
<td>1. Move-in briefing service is provided to Service Users within one (1) day of arrival in Dispersal Accommodation, or Temporary Dispersal Accommodation, and every relocation to alternative Dispersal Accommodation thereafter.</td>
<td></td>
</tr>
<tr>
<td>2. All required information conveyed to Service Users within seven (7) calendar days of a Service Users arrival in Dispersal Accommodation, or Temporary Dispersal Accommodation, and every relocation to alternative dispersed Accommodation thereafter.</td>
<td></td>
</tr>
<tr>
<td>3. Maintenance of accurate and auditable records evidencing that Service Users have received relevant briefings and supporting information packs.</td>
<td></td>
</tr>
</tbody>
</table>
### Requirements

#### 4.4.2

The Provider shall signpost the feedback and complaints process to Service Users and appropriately resolve complaints.

### Related Information

1. The Provider shall signpost to Service Users the ways and means for the Service User to provide feedback or make a complaint via the single point of contact operated by the AIRE Provider.

2. The Provider shall ensure that the number to call to provide feedback and make complaints is clearly displayed in a place which is visible and accessible within the property in which the Service User is housed.

3. The Provider shall, as and when necessary, demonstrate the process for providing feedback and making complaints to Service Users, in a manner that Service Users can understand.

4. The AIRE Provider shall manage the administration and referral of feedback and complaints to the Provider, as appropriate, in accordance with the process defined in Paragraph 1.2.7 of this Schedule 2.

5. Where the AIRE Provider makes a feedback or complaints referral to the Provider, the Provider shall:
   a. provide a single point of contact for the receipt of the referral from the AIRE Provider, available 24 hours a day;
   b. record the feedback and complaints referrals, including any cause, and any action taken by the Provider in response to the feedback or complaint;
   c. seek to resolve any complaint within five (5) working days of it being referred by the AIRE Provider, unless the complaint relates to an Accommodation maintenance defect, in which case the Provider shall take appropriate action to address the defect in accordance with the Response Times set out in Annex B;
   d. set out to the Service User, within one (1) working day of the Provider’s receipt of the complaint referral, any action which will be taken to resolve the complaint, and when the Provider intends to complete this action;
   e. notify the AIRE Provider of the same information as above within one (1) working day of the Provider’s receipt of the complaint referral so they can update their records accordingly;
   f. inform the Service User of the outcome of the action in response to the complaint and any subsequent action to be taken;
   g. notify the AIRE Provider of the same information as above; and
   h. where the complaint is a serious matter requiring Police or Authority involvement, the Provider shall notify the Authority immediately on becoming aware of such an event.

6. The Provider shall record in an auditable manner the number and
7. The Provider shall, immediately upon becoming aware of a complaint or request for support, report to the Authority, and where appropriate the Police, any matters that arise concerning:
   a. any Service User fraudulently claiming support;
   b. antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment;
   c. behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerable to radicalisation;
   d. neglect, sexual harassment or exploitation; and/or
   e. domestic violence or the safeguarding of children and vulnerable adults.
8. When the Provider, following discussion with the Service User or any third party, is unable to resolve a complaint to the satisfaction of the relevant Service User, the Provider shall refer the complaint and the relevant Service User to the AIRE Provider, who shall advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken.
9. If all other avenues for complaint resolution fail to achieve an outcome satisfactory to the relevant Service User, the Provider shall refer the matter to the Authority.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>As required</th>
</tr>
</thead>
</table>
| Performance standards | 1. The ways and means of making complaints are signposted to all Service Users, with demonstrations of how to make a complaint to Service Users, where appropriate.  
2. The telephone number for making complaints is clearly visible and accessible in all Service User Accommodation.  
3. The single point of contact for complaint referrals is available twenty-four (24) hours a day, each day of the year.  
4. Complaints managed and resolved within the required timescales.  
5. Serious complaints requiring Police and Authority involvement notified immediately upon the Provider becoming aware of any event requiring such notification.  
6. Accurate and auditable records maintained evidencing the complaints referred to the Provider, actions taken in response to complaints and subsequent outcomes. |

Schedule 2: Statement of Requirements
## Requirements

| 4.4.3 | The Provider shall provide a reporting service for the Authority and take appropriate action to assure the safety and wellbeing of Service Users. |

## Related Information

1. The Provider’s officers shall visit all Service User Accommodation at least once per month, or more frequently where instructed to do so by the Authority for specific Service Users.

2. The Provider shall proactively monitor and report to the Authority matters pertaining to changes in the circumstances of Service Users whilst they are within the care of the Provider.

3. The Provider shall report the following events to the Authority and the AIRE Provider within four (4) Working Hours of the Provider becoming aware of the circumstances:
   - a. serious injury, accident or death involving a Service User;
   - b. serious illness suffered by a Service User (including notifiable diseases);
   - c. violent or aggressive incidents involving a Service User;
   - d. any event, incident or occurrence which may have a negative effect on the reputation of the Authority or the Provider; and/or
   - e. any incident or relevant information that may have a bearing on the safety of visiting Authority or Provider staff.

4. The Provider shall report the following events to the Authority, the AIRE Provider, the relevant Local Authority team, and the Police (as appropriate) within one (1) Working Day of the Provider becoming aware of the circumstances:
   - a. any allegation made by or about a Service User concerning sexual or physical abuse, the safeguarding of children or vulnerable adults, neglect, harassment and/or exploitation.

5. With regard to the circumstances defined in Paragraph 2 and 3 above, in addition to notifying the Authority and other relevant entities, the Provider shall comply with the Authority’s instructions with regard to the Service Users in question.

6. In the event that, whilst waiting for the Authority’s instructions, the Provider believes or has reasonable grounds to suspect that the safety and wellbeing of Service Users, its members of staff, or members of the community in which Service Users are accommodated is at risk, the Provider shall take appropriate and necessary action to assure the safety and wellbeing of the these individuals or groups.
7. The Provider shall seek the approval of Authority of any action it considers appropriate and necessary before it takes said action, or, if an emergency or urgent action is required, the Provider shall notify the Authority of any actions taken as soon as possible after the said actions have been taken.

8. The Provider shall report the following events to the Authority within one (1) Working Day of the Provider becoming aware of the following circumstances:

a. a Service User moving out of or into the premises provided by the Provider;

b. a dispute with local neighbours or agencies;

c. any arrests or enforcement notices concerning a Service User;

d. a reported theft or loss of a Service User's belongings;

e. any significant dispute between a Service User and the Provider, its agents or staff;

f. any reasonable suspicions that a Service User may be obtaining support from the Authority by fraudulent means;

g. any reasonable suspicions that a Service User may be engaged in criminal activity, violent extremism, or radicalisation;

h. any reasonable suspicions that a Service User may be living beyond the means of their support;

i. any reasonable suspicions that a Service User is working for payment;

j. any serious event, incident or occurrence concerning a Service User and/or premises provided by the Provider as Accommodation for Service Users;

k. any absences of a Service User from the Accommodation provided by the Provider for more than seven (7) consecutive days and nights, including absences as a result of hospitalisation;

l. any persistent absence of a Service User from the Accommodation provided by the Provider; and/or

m. for Service Users supported under Section 4 of the Immigration and Asylum Act 1999, absences from the Accommodation provided by the Provider for more than:

   i. seven (7) consecutive days and nights, including absences as a result of hospitalisation; and/or
   
   ii. fourteen (14) days and nights in any six (6) calendar month period.

9. The Provider shall comply with any relevant Authority instructions in response to the above circumstances, including making the Service User’s sleeping quarters available for use by other Service Users, where instructed by the Authority.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OFFICIAL</strong></td>
<td></td>
</tr>
<tr>
<td>10. In the event that the Provider identifies a Service User as having been absent from their Dispersal Accommodation, or TDA, without authorisation for more than seven (7) consecutive days, the Provider may request the Authority's permission to allocate the absent Service User's sleeping quarters to another Service User. The Provider shall notify the Authority of the absences and the re-allocation of the sleeping quarters, and shall store the absent Service User's personal items for a period of one (1) month, and shall return them to the Service User if they return to the premises and ask for them back within this period. No charge shall be made for the storage or return of any personal items left behind by the Service User.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>11. The Provider shall maintain records relating to the circumstances of Service Users and any notifications made to the Authority regarding such circumstances.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>12. The Provider shall provide to the Authority, in the format or manner of reporting reasonably required by the Authority, reports on Service Users and their circumstances, as detailed in Schedule 14 (Monitoring and Management Information).</td>
<td></td>
</tr>
<tr>
<td><strong>Volume of service</strong></td>
<td>As required</td>
</tr>
<tr>
<td><strong>Performance standards</strong></td>
<td></td>
</tr>
<tr>
<td>1. Notifications provided to the Authority and other defined entities within the prescribed timescales.</td>
<td></td>
</tr>
<tr>
<td>2. Appropriate and necessary actions taken to assure the safety and wellbeing of Service Users in a timely manner, as and when required and/or in accordance with the Authority's instructions.</td>
<td></td>
</tr>
<tr>
<td>3. Accurate and auditable records maintained evidencing the proactive monitoring of Service User circumstances, and any and all actions taken by the Provider in response to identified or alleged risks to Service User safety and wellbeing.</td>
<td></td>
</tr>
<tr>
<td>4. Reports and Management Information provided to the Authority within the prescribed timescales</td>
<td></td>
</tr>
<tr>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td></td>
</tr>
</tbody>
</table>
| **4.4.4** | The Provider shall manage anti-social and violent behaviour (including violent extremism) that occurs in Accommodation it provides.  
| **Related Information** |  
| 1. | The Provider shall:  
| a. | develop and implement an operations plan for the management of anti-social and/or violent behaviour by Service Users in Accommodation provided by the Provider under this Contract;  
| b. | investigate and record all incidents of anti-social and/or violent behaviour by or affecting Service Users in Accommodation provided by the Provider under this Contract and report findings to the Authority;  
| c. | resolve whenever possible minor incidents of anti-social behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract;  
| d. | inform the relevant Local Authority / Police of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract;  
| e. | report to the Authority and provide supporting evidence of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract, including a record of any remedial actions taken by the Provider in response to such behaviour;  
| f. | provide written reports, detailing such incidents, as required by the local RSMP, the Police, the Local Authority and/or the Authority; and  
| g. | comply with any instructions issued by the Authority, Police or Local Authority regarding the management of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract.  
| 2. | The Provider shall develop, and agree with the Authority, a critical incident notification and management procedure for serious incidents of anti-social and/or violent behaviour involving or affecting Service Users, and shall implement this notification and management procedure in the event of serious anti-social and/or violent behaviour.  
| 3. | Where the Provider believes, or has reasonable grounds to suspect, that any serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider may represent a risk to the safety and wellbeing of Service Users, its staff, or members of the community in which Service Users are accommodated, the Provider shall take appropriate and necessary action to assure the safety and wellbeing of these individuals or groups.  
| 4. | The Provider shall seek the approval of Authority of any action it considers appropriate and necessary before it takes said action, or, if an emergency or urgent action is required, the Provider shall notify |
the Authority of any actions taken as soon as possible after the said actions have been taken.

5. The Provider shall maintain records relating to any and all investigations undertaken into anti-social and/or violent behaviour involving or affecting Service Users, any and all notifications or reports provided to the Authority, the Police and/or the Local Authority regarding such behaviour, and any and all actions taken by the Provider in response to such behaviour, including actions in response to instructions from the Authority, the Police or the Local Authority.

<table>
<thead>
<tr>
<th>Volume of service</th>
<th>As required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance standards</td>
<td></td>
</tr>
<tr>
<td>1. Provider establishes a mechanism (which is approved by the Authority, with such approval not to be unreasonably withheld or delayed) to manage the anti-social and/or violent behaviour of Service Users as required.</td>
<td></td>
</tr>
<tr>
<td>2. Accurate and auditable records maintained evidencing notifications or reports provided to the Authority, Police and/or the Local Authority concerning anti-social or violent behavior involving or affecting Service Users, and actions taken by the Provider in response to such anti-social or violent behaviour.</td>
<td></td>
</tr>
<tr>
<td>Requirements</td>
<td>The Provider shall provide patient registration service in support of the National Health Service (Not applicable to Initial Accommodation)</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>4.4.5</strong></td>
<td>1. If, in any one (1) week period, ten (10) or more Service Users are placed by the Provider in an area covered by the same GP Practice the Provider shall:</td>
</tr>
<tr>
<td></td>
<td>a. notify the nominated GP Practice and the NHS asylum health care worker (where applicable) of their arrival;</td>
</tr>
<tr>
<td></td>
<td>b. arrange, within two (2) Working Days of the last Service User arriving, for the GP Practice asylum health care worker to meet all the individuals together so that they can, if they wish, be registered with GPs at the same time.</td>
</tr>
<tr>
<td></td>
<td>2. If notified by the Authority that a Service User has a pre-existing medical condition requiring that the Service User should be registered with a local GP:</td>
</tr>
<tr>
<td></td>
<td>a. the Provider shall take the Service User to the nearest GP surgery, or nearest open and accessible prescribing health centre or hospital, on the day of arrival at the relevant accommodation, if the Service User informs the Provider that he/she is without a supply of prescribed medication, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required;</td>
</tr>
<tr>
<td></td>
<td>b. the Provider shall take the Service User to the nearest GP surgery within two (2) Working Days of arrival at the relevant accommodation, if the Service User informs the Provider that he/she is in urgent need of a new supply of prescribed medication, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required; and/or</td>
</tr>
<tr>
<td></td>
<td>c. the Provider, in other cases, shall take the Service User to a GP surgery within five (5) Working Days of arrival at the relevant accommodation, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required.</td>
</tr>
<tr>
<td></td>
<td>3. If the Provider takes the Service User to the nearest GP surgery but the Service User refuses to register with the GP, the Provider shall make best endeavours to assist the Service User in registering with the GP surgery. This shall include explaining to the Service User, in a manner they can understand, the benefits and/or necessity of registering with a GP surgery, and the provision of further transport to take the Service User to the GP surgery a second time, if required.</td>
</tr>
<tr>
<td></td>
<td>4. If, after the provision of such assistance by the Provider, the Service User still refuses to register with a GP surgery, the Provider shall notify the Authority within five (5) working days.</td>
</tr>
<tr>
<td><strong>Volume of</strong></td>
<td>As required.</td>
</tr>
<tr>
<td>Performance standards</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Applicable notifications issued to relevant GP practices and nominated NHS asylum health care workers within prescribed timescales.</td>
</tr>
<tr>
<td>2.</td>
<td>Applicable meetings between Service Users and GP practices and nominated NHS asylum health care workers arranged within prescribed timescales.</td>
</tr>
<tr>
<td>3.</td>
<td>Applicable Service Users taken to GP practices and provided with appropriate assistance to help Service Users to register with the GP practice, within prescribed timescales.</td>
</tr>
<tr>
<td>4.</td>
<td>Accurate and auditable records maintained evidencing notifications issued and meetings arranged with GP practices and nominated NHS asylum health care workers, and Service Users taken to GP practices for registration.</td>
</tr>
<tr>
<td>Requirements</td>
<td>The Provider shall provide direct support to Service Users in obvious and urgent or specified (by the Authority) need of medical care on arrival at the Accommodation.</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>4.4.6</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Related Information</strong></td>
<td>1. If, during transportation or on arrival at the relevant Accommodation, any Service User is in obvious and urgent need (as defined in Annex D of this Schedule 2) of medical care the Provider shall:</td>
</tr>
<tr>
<td></td>
<td>a. take the Service User to the nearest GP surgery for registration, treatment and referral; or</td>
</tr>
<tr>
<td></td>
<td>b. take the Service User to the nearest hospital accident and emergency department for treatment, or call the emergency services if immediate assistance is required; or</td>
</tr>
<tr>
<td></td>
<td>c. take all necessary action, required in the reasonable opinion of the Provider, to ensure the timely and sufficient care for the Service User; and</td>
</tr>
<tr>
<td></td>
<td>d. in any event, report the incident to the Authority at the earliest convenient time not exceeding four (4) Working Hours after arrival at the relevant Accommodation.</td>
</tr>
<tr>
<td></td>
<td>2. If notified by the Authority that a Service User has need of urgent medical care the Provider shall either:</td>
</tr>
<tr>
<td></td>
<td>a. take the Service User to the nearest GP surgery for registration, treatment and referral; or</td>
</tr>
<tr>
<td></td>
<td>b. take the Service User to the nearest hospital accident and emergency department for treatment; and</td>
</tr>
<tr>
<td></td>
<td>c. in any event report the outcome of the visit to the Authority within four (4) Working Hours of arrival at the relevant Accommodation.</td>
</tr>
<tr>
<td><strong>Volume of service</strong></td>
<td>As required.</td>
</tr>
<tr>
<td><strong>Performance standards</strong></td>
<td>1. Applicable Service Users provided with appropriate urgent medical care.</td>
</tr>
<tr>
<td></td>
<td>2. Accurate and auditable records maintained evidencing action taken in response to Authority instructions or the obvious and urgent needs of Service Users.</td>
</tr>
<tr>
<td>Requirements</td>
<td>4.4.7</td>
</tr>
<tr>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td><strong>Related Information</strong></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Volume of service</strong></td>
<td>As required.</td>
</tr>
<tr>
<td><strong>Performance standards</strong></td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>2.</td>
</tr>
</tbody>
</table>
### 4.5 Information Technology

<table>
<thead>
<tr>
<th>Requirements</th>
<th>The Provider shall operate information technology (known hereon in as “IT”) applications provided by the Authority for the management of the Contract.</th>
</tr>
</thead>
</table>
| **4.5.1**    | 1. The Provider shall use IT provided by the Authority to record details of Accommodation, Service Users and other appropriate Information as defined by the Authority. The Provider must note that the Authority shall continue to seek to improve its IT capabilities.  
2. The Management Information Portal will include applications, but not hardware, provided via the internet, and secure email transfer or otherwise provided by the Authority.  
3. The IT systems used by the Authority shall be the Primary System of Record (ATLAS) and all other communication or data transfer shall be subordinate to these systems.  
4. Automated interfaces to Provider systems may be developed to increase overall efficiency.  
5. The provision of these interfaces will be at the discretion of the Authority and shall be used in respect of the provision of the Services to the extent from time to time required by the Authority.  
6. The operation, training requirement and processes around IT systems used by the Provider shall be defined and developed by the Authority.  
7. The Provider shall only use such IT systems for the purposes of fulfilling its obligations under this Contract and shall not otherwise use, copy, reproduce, licence or exploit amend any such systems.  
8. Any systems used by the Provider to hold or store Authority Information or Service User records shall comply with the Authority’s standards as set out in Schedule 19 (Information Technology) and Schedule 21 (Security Requirements and Plan). |
| **Volume of service** | As required. |
| **Performance standards** | 1. Use and operation of systems in accordance with the Authority’s requirements, as set out in Schedule 19 (Information Technology), Schedule 21 (Security Requirements and Plan) and Schedule 14 (Monitoring and Management Information). |
## Statement of Requirements

### Annexes A to H

#### Contents:

<table>
<thead>
<tr>
<th>Annex</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex A</td>
<td>Dispersal</td>
<td>99</td>
</tr>
<tr>
<td>Annex B</td>
<td>Standards</td>
<td>102</td>
</tr>
<tr>
<td>Annex C</td>
<td>Sharing and Relocation</td>
<td>122</td>
</tr>
<tr>
<td>Annex D</td>
<td>Medical Needs</td>
<td>127</td>
</tr>
<tr>
<td>Annex E</td>
<td>Dispersal and Referral Rules (IA Service Users)</td>
<td>130</td>
</tr>
<tr>
<td>Annex F</td>
<td>Principles of Procedural Fairness</td>
<td>135</td>
</tr>
<tr>
<td>Annex G</td>
<td>Service Users with Specific Needs or At Risk Service Users</td>
<td>138</td>
</tr>
<tr>
<td>Annex H</td>
<td>Feedback, Maintenance Issues, Requests for Assistance and Complaints</td>
<td>140</td>
</tr>
</tbody>
</table>
Annex A  Dispersal

The provisions of this Annex A shall not apply to Initial Accommodation Service Users

A.1  Overview

A.1.1  The Authority expects that the substantial majority of dispersals shall take place within fourteen (14) Calendar Days of the Provider receiving the relevant Accommodation Request. The Authority may, however, at its discretion; set out in the Accommodation Request that dispersal shall take place within a specified number of Calendar Days which may be fewer than within fourteen (14) Calendar Days of the Provider receiving the relevant Accommodation Request.

A.1.2  On each Working Day on which Service Users are to be dispersed to the Provider, the Authority shall issue an Accommodation Request setting out:

A.1.2.1  the Service Users for dispersal;

A.1.2.2  the date by which an Accommodation Proposal must be submitted to the Authority in respect of such Service Users (in most cases this will be nine (9) Calendar Days following the date of the Accommodation Request);

A.1.2.3  the date by which such Service Users need to be provided with, and transported to, their Dispersal Accommodation by the Provider (in most cases this will be five (5) Calendar Days after the date for the receipt of the Accommodation Proposal, for Service Users in the late stages of pregnancy this will be ten (10) Calendar Days); and

A.1.2.4  any specific requirements for those Service Users who need to be accommodated in a specific area or locality, or Service Users who have specific characteristics, such as physical disabilities, which will need to be considered by the Provider in identifying appropriate Dispersal Accommodation, where such characteristics are known to the Authority and may not yet have been communicated to the Provider.

A.1.3  The Authority shall be entitled to:

A.1.3.1  provide more than one notification to the Provider on any one Working Day; and/or

A.1.3.2  withdraw an Accommodation Request at any time prior to the point at which the relevant Service User is collected by the Provider for transport to the relevant Dispersal Accommodation to be provided by the Provider.

A.1.4  The Provider must submit Accommodation Proposals to the Authority by the time required in the relevant Accommodation Request. The Authority, acting reasonably, shall respond should the Accommodation Proposal be rejected. In this event the Authority shall be entitled to terminate the
relevant Accommodation Request or require the Provider to submit an alternative Accommodation Proposal. If the Authority requires the Provider to submit an alternative Accommodation Proposal, the Authority shall stipulate the date by which the alternative Accommodation Proposal must be submitted to the Authority, and the date by which the Service User(s) needs to be provided with their accommodation by the Provider. The provisions of this Paragraph shall apply to such alternative proposal(s).

A.1.5 Should a Service User be identified as vulnerable or at risk, the Provider must specify how the Accommodation Proposal is adapted to their specific needs.

A.1.6 The Provider:

A.1.6.1 shall (unless the relevant Accommodation Request is subsequently withdrawn by the Authority) disperse and accommodate the Service Users referred to in an Accommodation Request within the times defined by the Authority in the Accommodation Request;

A.1.6.2 may, where they are unable to comply with Paragraph A.1.6.1, use suitable Temporary Dispersal Accommodation, for up to a maximum of twenty (20) Working Days, unless otherwise agreed by the Authority, to house the relevant Service Users until they can be moved to their longer term accommodation; and

A.1.6.3 shall inform the Authority of any Service Users for which the Provider shall provide Temporary Dispersal Accommodation.

A.1.7 If the Authority specifies the area within the Specified Region in which the Service User is to be accommodated, the Temporary Dispersal Accommodation that is used must be in the same area as was specified by the Authority in the relevant Accommodation Request.

A.1.8 The Provider shall keep the Authority updated on the address of any Dispersal Accommodation occupied by a Service User, including providing change of address notifications to the Authority if a Service User is relocated, including from Temporary Dispersed Accommodation to longer-term Dispersal Accommodation, in accordance with the provisions of Annex C of this Schedule 2.

A.1.9 If the Provider moves a Service User to accommodation, but the Service user refuses to move in to that address:

A.1.9.1 the Provider shall provide the Service User with suitable Temporary Dispersal Accommodation until the Authority can adjudicate as to the suitability of the accommodation; and

A.1.9.2 the Authority shall notify the Provider of the result of such adjudication within one (1) Working Day of the relevant matter being referred to them by the Provider; and

A.1.9.3 if the Authority deems the accommodation to be unacceptable, the Provider shall continue to support the Service User in Temporary Dispersal Accommodation until
OFFICIAL

more appropriate longer-term accommodation (as agreed with
the Authority) can be provided; or

A.1.9.4 if the Authority deems the accommodation to be acceptable,
but the Service User still refuses to move in to the
accommodation, the Provider shall refer the matter to the
Authority, who shall provide further instruction to the Provider.
Whilst the Provider is awaiting such instruction from the
Authority, the Provider shall provide the Service User with
suitable Temporary Dispersal Accommodation.

A.2 Dispersal

A.2.1 The Authority shall disperse Service Users throughout the UK based on
the following criteria:

A.2.1.1 with the exception of the London and South Contract region,
wherever possible, Service Users will be dispersed within the
Region in which they originally applied for asylum support;
and

A.2.1.2 Service Users in London and the South will be dispersed
across the other regions in line with the allocations policy
determined by the Authority.
Annex B  Standards

B.1 Accommodation Standards

B.1.1 There are 4 distinct levels for the standards of the Accommodation to be provided for the use of Service Users. These levels are:

B.1.1.1 Safe;
B.1.1.2 Habitable;
B.1.1.3 Fit for purpose; and
B.1.1.4 Correctly equipped

B.1.2 The Provider is required to ensure that all Accommodation used to accommodate Service Users under this Contract at all times meets the required standards set out in this Schedule 2. For the avoidance of doubt the Authority shall have no responsibility whatsoever for any damage to or loss of any assets, premises or property of the Provider which is caused by any Service User, and any such damage or loss shall not affect the Provider's obligations to comply with the provision of this Contract.

B.1.3 The ‘Safe’, ‘Habitable’, and ‘Fit for Purpose’ Accommodation standards in this Annex B to Schedule 2 are based on published guidance in the form of the Decent Home Standard, The Welsh Quality Homes Standard (WQHS) and the Scottish Housing Quality Standard (SHQS).

B.1.4 In addition to the standards set out in this Schedule 2, the Provider shall ensure that the Accommodation for Service Users meets any statutory housing standards which are applicable in the Specified Contract Region and that licensable Accommodation has been licensed by the Local Authority prior to the property being used to accommodate Service Users, and is compliant with the requirements of the LA license whilst the property is used to accommodate Service Users.

B.2 Safe Accommodation

B.2.1 The following criteria will result in Accommodation being regarded as Unsafe (Category 1 maintenance issues), requiring the immediate vacation by the Service User if the issue cannot be made safe for the Service User within four (4) hours, where such criteria mean there has been, or is likely to be, an imminent risk to a Service User’s health, safety or security, or the disruption or loss of a fundamental service or facility in the Accommodation:

B.2.1.1 gas leak;
B.2.1.2 structural instability;
B.2.1.3 flooding or free standing water within the Accommodation;
OFFICIAL

B.2.1.4 water penetration through the structure of the Accommodation resulting in pooling;

B.2.1.5 damaged or friable asbestos linings or insulation products;

B.2.1.6 following a Housing Health and Safety Rating System (HHSRS) inspection, the Accommodation receives a health and safety assessment of Category A, B or C (to note, the Response Times required by the Authority in relation to Accommodation being unsafe outlined in Paragraph B.14 take precedence over the requirements of any Local Authority order regarding remediation following a HHSRS assessment);

B.2.1.7 electrical damage that could lead to fire or other injury, which could constitute a category 1 Hazard under the Housing Act 2004;

B.2.1.8 broken glazing and/or windows or external doors which prevent the property being secured against intruders;

B.2.1.9 no mains water supplied;

B.2.1.10 lack of operational smoke detectors in HMOs;

B.2.1.11 exposure to toxic or hazardous chemicals or gas; or

B.2.1.12 fire damage affecting the structural integrity of the property or resulting in any of the circumstances described in B.2.1.1 to B.2.1.11.

B.3 Habitable Accommodation

B.3.1 The following criteria will result in the Accommodation being regarded as uninhabitable (Category 2 maintenance issues), requiring the implementation of an interim solution by the Provider within twenty-four (24) hours, and a permanent rectification within five (5) working days, where such criteria mean there may be an adverse effect on a Service User’s health, safety or security or which have a significant detrimental impact on the property or the quality of life of the Service User:

B.3.1.1 no gas supplied where gas is normally supplied;

B.3.1.2 no electrical power supplied;

B.3.1.3 falling or unstable ceiling fabric;

B.3.1.4 hole in or weakened floor;

B.3.1.5 bare or exposed electrical wiring;

B.3.1.6 no operational smoke or fire alarms;
B.3.1.7 failure to comply with Local Authority licensing requirements with regard to fire safety and/or the fire safety standards described in Paragraph B.9 of this Schedule 2;

B.3.1.8 no operational Carbon Monoxide (CO) detector, where a property has a solid fuel or gas appliance;

B.3.1.9 no operational hot water supply;

B.3.1.10 no operational space heating system which is capable of heating the whole of the dwelling;

B.3.1.11 blocked foul and/or surface water drainage either inside or outside the Accommodation, which affects the Accommodation or poses a health risk to occupants;

B.3.1.12 leaks which give rise to potential flooding either inside or outside the Accommodation;

B.3.1.13 no valid gas and/or electrical certification for electrical wiring and associated components and fittings, including failure to obtain valid electrical certification upon the completion of any work to electrical wiring and associated components and fittings. Gas appliances require certification every twelve (12) months by a Gas Safe registered engineer (or upon reinstallation) and electrical appliances to be inspected every five (5) years by an suitably qualified electrician (or upon reinstallation);

B.3.1.14 windows and balconies which do not have any protection against falling, in Accommodation for children or adults with specific needs;

B.3.1.15 broken glazing and/or window or door frames which represent a hazard to the health and safety of Service Users;

B.3.1.16 pest infestation of a type or scale which represents a serious hazard to the health and safety of Service Users;

B.3.1.17 inadequate or a lack of necessary adaptations to meet the specific needs of disabled or at risk Service Users;

B.3.1.18 mould on the walls or ceilings of a type or scale which represents a serious hazard to the health and safety of Service Users; or

B.3.1.19 ground floor windows, and other accessible windows, and any entrance doors that are not capable of being closed and locked, or which are in a condition which compromises the security of the property.
B.4 Fit for purpose – Accommodation generally

B.4.1 The following Standards must be satisfied for Accommodation to be regarded as fit for its intended purpose. Failure to comply with these requirements will mean that the Accommodation is considered unfit for purpose (Category 3 maintenance issues), requiring action by the Provider within twenty-one (21) working days:

B.4.1.1 the Accommodation is of the type appropriate to be allocated to the Service User;

B.4.1.2 the interior structure of Accommodation and all fixtures and fittings are safe and free from defects or artefacts that may pose a hazard to Service Users;

B.4.1.3 stairs have at least one handrail and are not considered hazardous;

B.4.1.4 roofs, walls, and external windows and doors are in a good condition, are weatherproof and are sufficiently well-fitting so they do not cause severe draughts;

B.4.1.5 rooms have satisfactory provision for natural and artificial lighting;

B.4.1.6 internal ventilation is sufficient to prevent dampness and condensation, and is adequate for waste air, smoke, fumes and gas extraction, and includes adequate mechanical ventilation in the kitchen and bathroom, where necessary, to minimise condensation and prevent dampness;

B.4.1.7 smoke and/or heat detectors fitted on each floor and in compliance with the relevant British Standards, Building Regulations and Local Authority licensing requirements. In houses of multiple occupation detectors are to be mains powered with battery backup and inter-linked to BS 5446 or its equivalent, and to meet local Fire and Rescue Service guidelines and requirements;

B.4.1.8 in houses of multiple occupation, visible notices explaining action to be taken in the event of fire or other emergency are displayed. Notices (which shall include diagrams showing emergency exits) are to be in a language the relevant Service User(s) understands or in such diagrammatic form that the relevant Service User(s) are capable of understanding irrespective of his/their ability to read in any language;

B.4.1.9 glazing is free from breakages, and free from cracks which may undermine the structural integrity of the glazing;
OFFICIAL

B.4.1.10 doors and windows are capable of being secured to the minimum standards recommended by the Police and the Association of British Insurers;

B.4.1.11 all windows above ground floor level have restrictors where children or vulnerable adults with specific needs may be present;

B.4.1.12 drinking and other cold water supplies available at all times on demand and of sufficient pressure to operate heating installations;

B.4.1.13 if a full space heating system is not installed then appropriate fixed heating appliances are fitted in the living and sleeping areas, which are capable of heating the relevant rooms to a comfortable temperature. Paraffin or bottled gas heating systems shall not be used;

B.4.1.14 plumbing is operational, in a good state and leak free;

B.4.1.15 in houses of multiple occupation all bathrooms, shower rooms, toilets, and bedrooms have locks capable of being locked from the inside;

B.4.1.16 kitchen fit-out is in a state of good condition, with cupboard and food storage space within the constraints of the existing structure;

B.4.1.17 kitchen units and worktops easy to clean and maintain;

B.4.1.18 bathrooms are in a good condition and equipped with a bath and/or shower, toilet, wash hand basin, all in working order and a towel rail and waterproof covering (e.g. shower curtain or equivalent) to prevent pooling or flooding whilst the shower or bath is being used;

B.4.1.19 floor coverings in kitchens and bathrooms are easy to clean, moisture resistant and suitable for use in wet areas;

B.4.1.20 the Accommodation is free from pest infestation

B.4.1.21 the Accommodation has a telephone line installed or is capable of having such a line installed; and

B.4.1.22 the Accommodation has adequate bins for the storage of refuse, having regard to the disposal services provided by the Local Authority.

B.4.3 On move in of a Service User, Accommodation will not be regarded as fit for purpose if the internal and external aspects of the Accommodation are not in good decorative order, which shall include:

B.4.3.1 paint or emulsion surfaces to be free of:
OFFICIAL

B.4.3.1.1 significant holes and cracks in walls, ceilings, doors and any plastered surface;

B.4.3.1.2 extensive peeling, flaking or blistering;

B.4.3.1.3 ingrained dirt which it is not possible for the Service User to remove;

B.4.3.1.4 substantial discoloration or variation of colour of a wall due to, for example, partial redecoration, removal of paint surface by cleaning materials, etc; and

B.4.3.1.5 significant signs of dampness and mould growth.

B.4.3.2 wall papered surfaces to be free of:

B.4.3.2.1 significant holes and cracks in walls, ceilings and any plastered surface;

B.4.3.2.2 ingrained dirt which is not possible for the Service User to remove;

B.4.3.2.3 substantial discoloration or variation of colour of a wall due to, for example, partial redecoration, removal of paint surface by cleaning materials, etc; and

B.4.3.2.4 significant signs of dampness and mould growth.

B.4.3.3 wood surfaces to be clean;

B.4.3.4 wall tiles and floor tiles to be free of significant damage; and

B.4.3.5 internal and external aspects of the Accommodation clean prior to Service Users taking up occupancy, including:

B.4.3.5.1 loose dust, debris and all refuse removed;

B.4.3.5.2 all surfaces including walls, tiling, sills, fireplace surrounds, worktops, interiors and exteriors of cupboards and drawers to be washed down, cleaned of grease and other natural and unnatural deposits or coatings and disinfected;

B.4.3.5.3 floors and floor coverings to be washed down or cleaned of grease and other natural and unnatural deposits or coatings and disinfected;

Schedule 2: Statement of Requirements
B.4.3.5.4 sinks, baths, shower units and other sanitary-ware to be cleaned, and free of stains and other material deposits and disinfected; and

B.4.3.5.5 windows and frames to be washed down and disinfected and cleaned of deposits of grease or other natural and unnatural coatings and marks.

B.4.3.6 Gardens, outbuildings and boundary walls and/or fencing maintained in a safe and tidy condition.

B.5 Fit for purpose – Disabled persons or Service Users with specific needs

B.5.1 The Provider shall, when required, provide Accommodation for disabled Service Users, or Service Users with specific needs, which is fit for purpose and can be used for its intended purpose by disabled Service Users, in compliance with relevant legislation, including the Human Rights Act 1998 and the Equality Act 2010.

B.5.2 In providing Accommodation for disabled Service Users, and/or Service Users with specific needs, the Provider shall ensure that the Accommodation and its associated facilities are accessible by the Service User, and, where necessary, it has appropriate adaptations to enable the Service User to live independently, or in accordance with a Local Authority assessment under the Care Act 2014.

B.6 Fit for purpose – Public areas (where owned, operated or managed by the Provider or their sub-contractor)

B.6.1 The following standards must be satisfied in respect of the external structure and external areas directly associated with any Accommodation for that Accommodation to be regarded as fit for its intended purpose:

B.6.1.1 within the boundaries of buildings (as defined by the Land Registry listing for the property) where applicable:

B.6.1.1.1 floors, doors, stairs, walls, ceilings, parapets, balustrades, hand rails free from defects or artefacts that may pose a hazard to people;

B.6.1.1.2 floors, doors, stairs, walls, ceilings, balustrades, stringers, panels and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned;
OFFICIAL

B.6.1.1.3 lifts maintained in accordance with manufacturers’ specifications and in working order;

B.6.1.1.4 lighting in all areas in working order;

B.6.1.1.5 porch canopies and flat roof areas free of debris and organic matter;

B.6.1.1.6 all drainage, guttering and other water channels in working order with no pooling of water, leaks or overflows;

B.6.1.1.7 all areas free from pest infestation;

B.6.1.1.8 walls, stairway structures, ceilings and floors free from holes, cracks, loose plaster, spalling concrete and other surface structure defects, as applicable; and

B.6.1.1.9 Doors, hatches and other coverings free from holes, securable where appropriate, and in proper operating order.

B.6.1.2 other areas:

B.6.1.2.1 walkways and pavements, stairways and steps, walls, balustrades, hand rails free from defects or artefacts that may pose a significant hazard to people; and

B.6.1.2.2 walkways and pavements, stairways and steps, walls, ceilings, balustrades, and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned.

B.7 Fit for purpose – Public areas (where owned, operated or managed by a third-party)

B.7.1 Where the Provider accommodates Service Users in Accommodation within an Accommodation block in which the Provider, or their sub-contractors, are not responsible for the maintenance and management of the public areas within the boundary of the building (as defined by the Land Registry listing for the property), the Provider shall make best endeavours to ensure that the party responsible for the maintenance and management of the property, maintains such public areas in accordance with the requirements set out in Paragraph B.6 above.

B.7.2 Such best endeavours shall include, but not be limited to:

- notifying the party responsible for the management and maintenance of the public areas of the property and the Authority of maintenance
issues as soon as the Provider is made aware of such maintenance issues;

- requesting a remedy plan and/or other relevant information on the action the party responsible for the management and maintenance of the public areas of the property intends to take to rectify the maintenance issue, and when they intend to complete such actions;

- initiating further communications with the party responsible for the management and maintenance of the public areas of the property if no response to the initial notification is forthcoming, or the party responsible for the management and maintenance of the public areas of the property fails to rectify the maintenance issue within their stated timeframe, or to the satisfaction of the Authority’s requirements on the Provider; and

- keeping accurate and auditable records of notifications and communications with the party responsible for the management and maintenance of the public areas of the property, and notifying the Authority if the party responsible for the management and maintenance of the public areas of the property fails to rectify identified maintenance issues in a timely or satisfactory manner.

B.7.3 The Authority has the right to instruct the Provider to relocate Service Users if the public areas within the boundary of the property in which Service Users are accommodated do not meet the Authority’s requirements for fit for purpose public areas.

B.8 Fit for Purpose – Delivery of material to the Service User Accommodation

B.8.1 To facilitate the delivery of material to the Accommodation of Service Users, such as payment cards, the Provider must ensure that:

B.8.1.1 access to all properties is clearly marked;

B.8.1.2 all external door furniture is in good working order;

B.8.1.3 in HMOs, there is the provision of named and working bells or intercoms for each individual Service User unit; and

B.8.1.4 there is provision for the secure receipt of post and deposit of calling cards.

B.9 Fire Safety

B.9.1 The Provider shall ensure that Service User Accommodation is compliant with relevant UK fire safety laws and regulations, including, but not limited to, the Housing Act 2004, the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 or equivalent in devolved nations, the Regulatory Reform (Fire Safety) Order 2005 and the Management of Houses in Multiple Occupation (England) Regulations 2006 or equivalent in devolved nations.
B.9.2 The Provider shall undertake periodic fire safety assessments of Service User Accommodation, in accordance with LACORS Housing – Fire Safety guidance 2008, or more recent guidance if available.

B.9.3 The Provider shall ensure that they have licensed Service User Accommodation where it is required to be licensed and that the Accommodation is compliant with the conditions of the licence, including those concerning fire safety.

B.9.4 Where no requirements are stipulated by the Local Authority, the Provider is expected to follow relevant good industry practice on fire safety depending on the type of property and composition of occupants.

B.9.5 The Provider shall ensure that Service User Accommodation is compliant with the Authority’s requirements concerning smoke / heat detectors and CO detectors, as defined in Paragraphs B.2.1.7, B.2.1.11, B.3.1.7 and B.3.1.8 of this Schedule 2.

B.10 Fit out – Self Contained Family Accommodation

B.10.1 The Provider agrees that this type of Accommodation shall be that provided for families (other than families of IA Service Users accommodated in accordance with Paragraph B.11 below). Exceptions to this requirement can only be made in the case of families sharing with the agreement of the Authority in accordance with Paragraph C.1.5 of Annex C to this Schedule.

B.10.2 The Provider shall provide, where necessary, childcare equipment, including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one (1) year.

B.10.3 The Provider shall ensure that in each unit of self contained Accommodation:

- B.10.3.1 child safety gates are fitted on each staircase (where appropriate);
- B.10.3.2 the facilities shall include at least those listed in Paragraph B.13.1;
- B.10.3.3 the facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in Paragraph B.13.1; and
- B.10.3.4 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2.

B.11 Fit out appropriate to Self Catering Accommodation occupied by a number of Service Users or in conjunction with other persons (save where all Service Users are part of the same family unit)

B.11.1 The Provider shall ensure that:
OFFICIAL

B.11.1 shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard, as set out in relevant legislation and/or in Local Authority licensing requirements;

B.11.2 the sharing of rooms by Service Users is in accordance with the Authority’s requirements defined in Annex C;

B.11.3 where facilities are not provided individually they shall be provided communally and each Service User shall have equal access to them;

B.11.4 the facilities shall include at least those listed in Paragraph B.13.1;

B.11.5 in the case of unrelated individuals sharing Accommodation, in accordance with Paragraph C.1.4 of Annex C to Schedule 2, those individuals shall be considered to be the equivalent of a family unit for the purpose of sharing facilities;

B.11.6 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2; and

B.11.7 the common and communal parts of the Accommodation are kept clean, and shall provide instructions to Service Users, in a manner they can understand, regarding how to keep the property clean and tidy.

B.11.2 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one (1) year.

B.11.3 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in Paragraph B.13.1.

B.12 Fit out Appropriate to Full Board accommodation including that occupied by a number of Service Users or in conjunction with other persons

B.12.1 The Provider shall ensure that:

B.12.1.1 shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard, as set out in relevant legislation and/or in Local Authority licensing requirements;

B.12.1.2 the sharing of rooms by Service Users is in accordance with the Authority’s requirements defined in Annex C;
B.12.1.3 unless otherwise stipulated, Service Users shall have equal and necessary access to facilities;

B.12.1.4 the facilities shall include at least those listed in Paragraph B.13.1;

B.12.1.5 in the case of unrelated individuals sharing accommodation, in accordance with Paragraph C.1.4 of Annex C to Schedule 2, those individuals shall be considered to be the equivalent of a family unit for the purpose of sharing facilities;

B.12.1.6 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2; and

B.12.1.7 the common and communal parts of the accommodation are kept clean.

B.12.2 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.12.3 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in B.13.1.
**OFFICIAL**

### B.13 Facilities required within Accommodation types

#### B.13.1

The facilities required for Service Users in their Accommodation are outlined below. Facilities apply to all types of Service User Accommodation except where expressly stated:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bathroom</strong></td>
<td>Each bathroom shall include:</td>
</tr>
<tr>
<td></td>
<td>- a bath and/or shower;</td>
</tr>
<tr>
<td></td>
<td>- a wash basin;</td>
</tr>
<tr>
<td></td>
<td>- a WC; and</td>
</tr>
<tr>
<td></td>
<td>- A waterproof covering for the bath or shower (e.g. shower curtain or equivalent).</td>
</tr>
</tbody>
</table>

Showers are preferable to meet a wider range of cultural needs, and WCs are to be located separately wherever possible.

Families shall be allocated their own bathrooms, with no sharing with other families unless agreed by the Authority.

**Quantity**

For those types of Accommodation which relate to Paragraphs B.11 and B.12, at least one (1) bathroom per five (5) single Service users.

For those types of Accommodation which relate to Paragraphs B.11 and B.12, and are houses of multiple occupancy subject to Local Authority licensing, the quantity of facilities shall comply with the provisions of the licence.

For those properties which relate to Paragraph B.10, families shall have their own bathroom.

<table>
<thead>
<tr>
<th><strong>Kitchen</strong></th>
<th>Kitchens and the associated equipment can be shared by single Service Users.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Families shall be allocated their own kitchens, with no sharing with other families unless agreed by Authority.</td>
</tr>
</tbody>
</table>

**Quantity**

For those types of Accommodation which relate to Paragraphs B.10 and B.11, at least one (1) kitchen per five (5) single Service users.

<table>
<thead>
<tr>
<th>Kitchen equipment to include:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cookware and utensils.</td>
</tr>
<tr>
<td>Refrigerator and Freezer.</td>
</tr>
<tr>
<td>Food preparation area.</td>
</tr>
<tr>
<td>Sink.</td>
</tr>
<tr>
<td>Hygienic worktops.</td>
</tr>
<tr>
<td>Hygienic floor</td>
</tr>
</tbody>
</table>

_Schedule 2: Statement of Requirements_
<table>
<thead>
<tr>
<th>Officila Schedule 2: Statement of Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cooker or oven and hob.</strong></td>
</tr>
<tr>
<td><strong>Microwave.</strong></td>
</tr>
<tr>
<td><strong>Broom and/or other forms of floor cleaning equipment to enable Service Users to keep the property clean and tidy.</strong></td>
</tr>
<tr>
<td><strong>Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local launderette)</strong></td>
</tr>
<tr>
<td><strong>Cutlery and crockery.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Bedrooms</strong></th>
<th><strong>Facilities to include:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• single beds or double beds to suit the composition of the Service Users;</td>
</tr>
<tr>
<td></td>
<td>• 1 Wardrobe per room or 1 per single Service User when the room is shared by unrelated adults;</td>
</tr>
<tr>
<td></td>
<td>• 1 Chest of drawers per room or 1 per single Service User when the room is shared by unrelated adults; and</td>
</tr>
<tr>
<td></td>
<td>• curtains or blinds installed over windows for the purpose of blocking or obscuring light, or drafts, when required.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Dining and living</strong></th>
<th><strong>Facilities to include:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Table;</td>
</tr>
<tr>
<td></td>
<td>• One (1) Dining chair per Service User;</td>
</tr>
<tr>
<td></td>
<td>• One (1) Armchair or sofa seat per Service User; and</td>
</tr>
<tr>
<td></td>
<td>• Curtains or blinds installed over windows for the purpose of blocking or obscuring light, or drafts, when required.</td>
</tr>
</tbody>
</table>

The Provider shall use reasonable endeavours to provide separate living/dining areas for use of families (save that this requirement shall not apply in respect of IA Service Users).

For those types of Accommodation which relate to Paragraphs B.12, the Provider shall take into account the number and mix of Service Users and provide adequate dining facilities to cater for the needs of the Service Users accommodated and/or fed in the relevant Accommodation.

<table>
<thead>
<tr>
<th><strong>Communal Services and Facilities</strong></th>
<th><strong>For those types of Accommodation which relate to Paragraphs B.12, the Provider shall provide:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Drinking water – reasonable access to fresh drinking water and a suitable drinking vessel at all times.</td>
</tr>
<tr>
<td></td>
<td>• Laundry – reasonable access to laundry facilities (over and above</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
hand washing – normally a washing machine), ironing boards and clothes irons. Laundry should include facilities to enable Service Users to dry clothes e.g. an airier or a clothes line.

- Recreational – taking into account the number and mix of Service Users reasonable access to tables and comfortable chairs for recreational activities.
- Cleaning – access to appropriate cleaning materials and consumables for communal areas, including, but not limited to bleach, floor cleaner, washing up liquid and worktop cleaner, for use by Service Users for cleaning communal areas.
- Baby or child provisions – facilities to allow the sterilisation of equipment for babies and children.
- Windows – equipment such as curtains or blinds should be installed for the purpose of blocking or obscuring light, or drafts, when required.

B.13.2 The Provider shall provide new personal linen for each Service User which shall include:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bath Towel</td>
<td>2</td>
<td>Hand towels</td>
<td>2</td>
</tr>
<tr>
<td>Face Flannels</td>
<td>2</td>
<td>Tea towels</td>
<td>1</td>
</tr>
<tr>
<td>Sheets</td>
<td>2</td>
<td>Pillows and Pillow cases</td>
<td>2 of each</td>
</tr>
<tr>
<td>Blankets / duvet</td>
<td>2 / 1</td>
<td>Duvet covers</td>
<td>2</td>
</tr>
</tbody>
</table>

B.14 Response times for reactive maintenance

B.14.1 The Provider shall provide services in response to emergencies and for reactive maintenance activity in accordance with the Response Times set out below.

<table>
<thead>
<tr>
<th>Category</th>
<th>Classification</th>
<th>Meaning</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unsafe</td>
<td>Works which are necessary where the condition of the Accommodation is unsafe, in accordance with the criteria outlined in</td>
<td>Continuous call out facility to investigate and restore/rectify or provide temporary alternative Accommodation within four (4) hours of the</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>2</th>
<th>Uninhabitable</th>
<th>Works which are necessary were the condition of the Accommodation is <strong>uninhabitable</strong>, in accordance with the criteria outlined in Paragraph B.3, such that there may be an adverse effect on a Service User's health, safety or security or which have a significant detrimental impact on the property or the quality of life of the Service User.</th>
<th>Provider becoming aware of the maintenance issue. Continuous call out facility to investigate and <strong>implement an appropriate interim solution within 24 hours</strong> after the Provider becomes aware of the maintenance issue. Having implemented an appropriate interim solution, the Provider is to affect a permanent repair or remedy or provide temporary alternative Accommodation <strong>within five (5) working days</strong> of becoming aware of the maintenance issue. If the Provider cannot implement an effective interim solution within twenty-four (24) hours, the Provider must provide temporary alternative Accommodation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Unfit for purpose</td>
<td>Works which are necessary where the condition of the Accommodation is <strong>unfit for purpose</strong>, in accordance with Paragraphs B3 to B14 inclusive, such that there has been, or is likely to be, an adverse effect on the comfort and convenience of a Service User, or the potential to lead to further damage to the property if not addressed.</td>
<td>Investigate and implement a permanent repair or remedy <strong>within twenty-one (21) Working Days</strong> of becoming aware of the maintenance issue.</td>
</tr>
</tbody>
</table>
Annex C  Sharing & Relocation

C.1 Criteria for the sharing of Accommodation

C.1.1 The Provider shall allocate Accommodation to individuals and/or groups of individuals in accordance with the criteria in this Annex C to Schedule 2.

C.1.2 The Provider shall note that the criteria in this Annex C to Schedule 2 are in all cases subordinate to all Relevant Law. Where there is a conflict between the criteria in this Annex C to Schedule 2 and Relevant Law, Relevant Law shall prevail.

C.1.3 The Provider may allocate Accommodation such that the following may share the same sleeping quarters:

C.1.3.1 husband and wife;
C.1.3.2 persons who the Authority has agreed may cohabit;
C.1.3.3 related children of the same sex under 16 years of age;
C.1.3.4 related children of different sexes under ten years of age (or 16 years of age where they are all IA Service Users);
C.1.3.5 couple and one child under ten years of age (or 16 years of age where they are all IA Service Users);
C.1.3.6 single parent and one child under ten years of age (or 16 years of age where they are all IA Service Users); or
C.1.3.7 couple or single parent and more than one of their children under the age of 16 (provided they are all IA Service Users).

C.1.4 Sleeping quarters must always be appropriately sized for the number of occupants and the occupancy of each bedroom shall not exceed that specified in the appropriate space standard, as defined in relevant legislation and/or in Local Authority licensing requirements, where applicable.

C.1.5 The Provider may allocate Accommodation such that the following may share the same Accommodation unit:

C.1.5.1 unrelated couples; or
C.1.5.2 same sex, same language, families where any unrelated children over the age of ten years are of the same sex.

C.1.6 The Provider shall not accommodate:

C.1.6.1 unrelated adults of the opposite sex, in the same sleeping quarters, without the prior consent of the Authority;
C.1.6.2 Individuals or groups of individuals in the same Accommodation, where the Authority has specified that they should not share;
C.1.6.3 individuals or groups of individuals within the same Accommodation where this would be contrary to the Authority’s instructions issued for medical, disability-related or other reasons; and/or

C.1.6.4 individuals or groups of individuals within the same Accommodation if Local Authority services or primary or secondary care bodies advise otherwise, unless explicitly authorised by the Authority.

C.1.7 The Provider shall not accommodate the following Service Users in the same sleeping quarters with other unrelated adults:

C.1.7.1 Service Users who the Authority or the Provider have identified as having specific needs or being at risk;

C.1.7.2 pregnant Service Users who are within six weeks of their due date; and

C.1.7.3 any other Service Users where the Authority instructs that they should not share sleeping quarters with other Service Users.

C.1.8 Subject to Paragraph C.1.9, the Provider shall not accommodate Service Users so that they share bedrooms, bathrooms or kitchens with persons not supported by the Authority.

C.1.9 Service Users may share HMO Accommodation with persons not supported by the Authority who:

C.1.9.1 are in independent and self contained unit (i.e. within a separate and lockable self contained suite of Accommodation including bedroom, bathroom and kitchen facilities, or within a separate wing of a building); or

C.1.9.2 are former Service Users who have been granted leave to remain in the UK, where the grant of leave to remain to the former Service User is not more than six (6) months old. i.e. Service Users cannot share with former Service Users who have been granted leave to remain more than six (6) months ago.

C.2 Criteria for the re-location of Service Users (other than IA Service Users)

C.2.1 Subject to the following provision of this Paragraph C.2, the Provider may move Service Users (other than IA Service Users) under the care of the Provider:

C.2.1.1 to make more efficient and effective use of their property portfolio and reduce costs; and/or

C.2.1.2 to vacate the Accommodation to allow for major pre-planned maintenance to the relevant Accommodation.
Any move of the type referred to in Paragraph C.2.1 must be necessary, reasonable and proportionate and carried out in accordance with the relocation guidance issued by the Authority (which shall be updated and issued by the Authority from time to time). In planning relocations, the Provider shall maintain any requirement specified by the Authority which remains relevant (e.g. area specific Accommodation due to reasons of medical care or final year school examinations), and shall take into the account the general desirability of maintaining Service Users in an area in which they have become settled. The Authority reserves the right to veto any incumbent moves that clearly contravene the allocation rules defined in Annex A.

Prior to making any such move:

- the Provider shall, by way of a Relocation Request, notify the Authority of the details of the Accommodation to which it proposes to move the relevant Service User(s), which shall be communicated through the Management Information Portal;
- If the move is approved by the Authority it shall confirm this to the Provider by issuing a new Accommodation Request to the Provider in respect of the relevant Service User(s);
- the Provider shall then issue an Accommodation Proposal in respect of the relevant Service User(s) identifying the relevant Accommodation to which the Service User(s) are to be moved, and may move the relevant Service User(s) once the relevant Accommodation Proposal has been accepted by the Authority in the usual way; and
- Any such acceptance shall not imply that the Authority agrees that the relevant Accommodation satisfies the requirements of this Contract and the Provider shall remain responsible for ensuring that all Accommodation used to accommodate Service Users under this Contract complies with all requirements of this Contract.

The Authority reserves the right to streamline the process above through the implementation of new IT capability. Any such changes will be communicated to the Provider in a timely manner prior to their implementation, and will be subject to the Contract change process, where applicable.

Without restricting the rights and obligations of the Provider to move Service Users to different Accommodation, no Service User may be moved more than twice in any twelve (12) month period as a result of the Provider exercising its rights under Paragraph C.2.1. The first move of a person who was an IA Service User under this Contract but who subsequently ceases to be an IA Service User while remaining a Service User shall, for these purposes, be ignored, provided that the relevant move occurs within twenty (20) Working Days of the person ceasing to be an IA Service User.

With the exception of cases where relocation is necessary to assure the safety and wellbeing of a pregnant Service User and/or their unborn child, pregnant Service Users who are within six (6) weeks of their due
date shall not be relocated by the Provider, and shall not be relocated by the Provider from their allocated Accommodation for at least six (6) weeks after giving birth.

C.2.7 For the avoidance of doubt, this means that Service Users who enter hospital to give birth shall be returned to the same Accommodation they occupied prior to giving birth, and will not be allocated new Accommodation whilst they are within hospital, unless their incumbent Accommodation is demonstrably unsuitable for the needs of the Service User or their dependent upon leaving hospital, and cannot be made suitable by the Provider in time for the Service User’s return from hospital. In the exceptional event that relocation of pregnant Service Users, or Service Users who are new mothers is required, the relocation process will operate in accordance with Paragraphs C.2.1 to C.2.4 and C.2.7 to C.2.10 of this Schedule 2.

C.2.8 Authorised relocations shall be managed, administered and conducted in accordance with Section 3 of this Schedule 2.

C.2.9 The Provider shall give the incumbent Service User(s) at least seven (7) calendar days notice of any intended relocation, except in the case of the Accommodation being classified as Unsafe or Uninhabitable, and the Provider is unable to rectify the maintenance issue within the Response Times defined in Annex B. The Provider shall brief the Service User(s) fully on what will happen before and during the relocation in a language understood by the Service Users.

C.2.10 Occasions may arise when the Provider may need to move the Service User as a matter of urgency, e.g. the property has become Unsafe, a Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the Service Users immediately but shall notify the Authority at the earliest opportunity, and in any case no more than one (1) working day after the relocation has been made. In all such cases the move shall be managed, administered and conducted in accordance with Section 3 of this Schedule 2.

C.2.11 The Provider shall refer to the Authority any relocation request from a Service User.

C.3 Re-location of IA Service Users

C.3.1 Occasions may arise when the Provider may need to move an IA Service User as a matter of urgency, e.g. the property has become Unsafe, an IA Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the IA Service Users immediately but shall notify the Authority at the earliest opportunity, and in any case no more than 1 working day after the relocation has been made. In all such cases the move shall be managed, administered and conducted in accordance with Section 3 of this Schedule 2.
OFFICIAL

C.3.2 Save for moves under C.3.1, the Provider shall be entitled to move an IA Service User once (1) during the time that the relevant person is an IA Service User.

C.3.3 Save as mentioned in C.3.1 and C.3.2 above the Provider shall not (without the consent of the Authority) relocate an IA Service User from the Accommodation to which the IA Service User is allocated in the Accommodation Proposal which was accepted by the Authority.

C.3.4 All costs associated with the relocation of Service Users shall be for the account of the Provider.
OFFICIAL

Annex D Medical Needs

D.1.1 The Provider shall note that on arrival in Initial Accommodation or on dispersal it may become obvious to the Provider’s staff that a Service User is presenting a medical condition which is causing distress or a risk to the Service User’s health and wellbeing. Alternatively, the Authority or persons acting on behalf of the Authority may have notified the Provider of a pre-existing condition (also referred to as a specified or obvious health need) that requires urgent attention on the arrival of the Service User at the Accommodation.

D.1.2 In both cases, the Provider shall take all necessary action in accordance with Paragraph 4.4.6.

D.1.3 If it is obvious on arrival that immediate emergency assistance is needed (also referred to as an urgent health need), the Provider shall take the required action in accordance with Paragraph 4.4.6. For example, such action would be required, but not limited to, when the following type of event occurs:

D.1.3.1 Loss of consciousness, fits or fainting during the journey.

D.1.3.2 Heavy blood loss.

D.1.3.3 Suspected broken bones.

D.1.3.4 Severe chest pain.

D.1.3.5 Difficulty breathing or shortness of breath.

D.1.3.6 Numbness or weakness of the face, arm or leg, especially on one side of the body.

D.1.3.7 Sudden confusion, trouble speaking or understanding.

D.1.3.8 Trouble seeing or blurred vision, or trouble walking, dizziness or loss of balance.

D.1.3.9 Overdose, ingestion or poisoning.

D.1.3.10 Pregnancy complications, including, but not limited to, labour pains.

D.1.3.11 An inflamed eye or a foreign body in the eye.

D.1.3.12 Attempted suicide.

D.1.3.13 Acute toothache and/or facial swelling.

D.1.3.14 Excessive vomiting.

D.1.4 In cases of doubt the Provider should call NHS 111 (or its regional equivalent in devolved administrations or equivalent successor), describe the symptoms and act in accordance with the advice given by NHS 111 (or its regional equivalent in devolved nations or equivalent successor).

Schedule 2: Statement of Requirements
D.1.5 As a follow up in cases of immediate emergency assistance the Provider shall arrange for the Service User to be registered with a GP as a matter of urgency when they subsequently take up Accommodation.

D.1.6 Pre-existing medical conditions that require a Provider to assist a Service User in registering a GP, in accordance with Paragraph 4.4.5 of this Schedule 2, include:

D.1.6.1 long term conditions that need regular medication or treatment, including, but not limited to, diabetes, heart problems, asthma, epilepsy, haemophilia, non-active TB;

D.1.6.2 HIV, if already diagnosed and if no continuation of care arrangements have been made before dispersal;

D.1.6.3 contagious diseases which represent a serious risk to the health of the Service User and/or a public health risk to members of the community;

D.1.6.4 physical disabilities;

D.1.6.5 acute mental health issues;

D.1.6.6 pregnancy; and/or

D.1.6.7 children under twelve (12) months.

D.1.7 In the event that the Authority notifies the Provider that a Service User is disabled or incapacitated to the extent that they cannot make the journey alone to receive treatment, the Provider shall make arrangements for them to be accompanied.
Annex E  Dispersal and Referral Rules in respect of Initial Accommodation (IA) Service Users

E.1  Overview

E.1.1  The Provider shall be required to accept new IA Service Users twenty-four (24) hours a day, every day of the year, following the procedures contained in this Annex, which may be varied by notice in writing from the Authority.

E.1.2  By the date set out in Clause [3.3] of the Contract, from which the Authority shall be entitled to issue Accommodation Requests in respect of IA Service Users, the Provider must advise the Authority of the contact point for referring IA Service Users to Initial Accommodation and where the reception point(s) is/are to which newly arriving IA Service Users should be directed by the Authority, or a Nominated Third Party. The Provider shall not be entitled to change the contact/reception point(s) without the prior written consent of the Authority.

E.1.3  Referrals of IA Service Users will be from the broad regional area or a planned regular group referral from accommodation in other regions of the UK, and shall be organised by the Authority. However, the IA covered by this Contract is part of a nation-wide network and referrals of IA Service Users may be made from any point of entry to the UK asylum system or from any IA within the network.

E.1.4  The Authority reserves the right to transfer IA Service Users to alternative accommodation at any time.

E.1.5  The referral and booking process may be subject to changes made by the Authority.

E.2  Booking Process

E.2.1  The Provider's contact point may be informed at any time by the Authority, or a Nominated Third Party, by telephone call of a new IA Service User and their requirements. Immediately, or within fifteen (15) minutes of the initial telephone call, the Provider shall verbally indicate whether there is suitable space within the Provider's Initial Accommodation and if so confirm the Provider's reception point to which the IA Service User should be brought.

E.2.2  The telephone call shall, where possible, be followed up by the Authority with the Service Commission Form. This will normally either be via the Authority's Management Information Portal (MIP) (the preferred medium), or any other electronic means specified by the Authority, or by facsimile or e-mail. The Provider shall also, subsequent to the verbal acceptance of the referral, confirm their acceptance by such means as may be specified by the Authority, which will normally either be via the Authority’s MIP, other electronic means, or facsimile or e-mail.

E.2.3  In the event of either the Authority or Provider experiencing a systems failure, communications may revert to the telephone. As soon as possible after systems are restored, the Authority and the Provider shall ensure
the acceptance of the Service User booking is confirmed by a means to be specified by the Authority, to ensure an accurate and auditable record of the booking is maintained.

E.3 Access to the Initial Accommodation/documentation check

E.3.1 The Provider shall collect the IA Service User and take them to the stipulated/nominated IA reception point for the relevant Initial Accommodation, either immediately or at any future time/date stipulated by the Authority.

E.3.2 On collection the Provider must immediately verify the identity of the IA Service User and their eligibility to be accommodated in the Initial Accommodation, particularly for referrals made through Nominated Third Parties. Where practicable, the IA Service User shall hold a copy of the Service Commission Form and/or other documentation issued by the Authority confirming their identity and asylum status in the UK. The Provider must check that the documentation held entitles the IA Service User to enter into the Initial Accommodation in line with the Authority's policies. If documentation is not held or is only partially complete, to establish entitlement to Initial Accommodation, the Provider must check any documentation which is held and satisfy themselves that the IA Service User has been transferred to the relevant Initial Accommodation.

E.3.3 Once the Provider has verified the identity of the IA Service User, the Service User should be directed to the reserved sleeping quarters and other facilities within the relevant Initial Accommodation and moved into the Initial Accommodation as soon as possible, and given an induction briefing in accordance with the Authority's requirements. If access to the Initial Accommodation is not immediately possible, new IA Service Users shall be given meals as appropriate and full access to communal facilities. In any event, IA Service Users must be moved into the relevant sleeping quarters within a maximum of two hours of their arrival at the designated reception point. Where the Initial Accommodation in which an IA Service User is to be accommodated is not at the relevant reception point, then the Provider shall arrange for the relevant IA Service User to be immediately transported (in accordance with Section 3 of this Schedule 2) to the relevant Accommodation.

E.3.4 Once the IA Service User has been allocated space within the Initial Accommodation, this should be recorded on the Service Commission Form. Service Commission Forms will be used to record the time and date of occupancy of all IA Service Users and they will form an integral part of the agreed payment procedure.

E.3.5 Any Service Commission Forms received by the Provider in accordance with Section E.3.2 above, for reservations made, which do not result in the arrival of the IA Service User within 24 hours of the scheduled arrival time should be annotated to this effect and returned to the Authority. The relevant service commission will then be deemed to have been rescinded.
E.4 Allocations/Efficient Use of Initial Accommodation

E.4.1 The Provider shall allocate new IA Service Users to Initial Accommodation in the nominated Region, making efficient use of Initial Accommodation without breaching the sharing criteria defined in Annex C.

E.4.2 The Provider must notify the Authority every weekday morning by 10.30am with details of newly arrived IA Service Users and their dependents, and with any details of those who have left the Initial Accommodation on the preceding day.

E.4.3 The Provider shall move an IA Service User within their Initial Accommodation estate if this allows for further allocation of IA Service Users to Initial Accommodation. If an IA Service User is to be moved more than once then this shall require the prior approval of the Authority. The Authority shall be informed of the details of such moves within the daily arrivals and departures list.

E.4.4 The Provider must allocate IA Service Users to the most appropriate Initial Accommodation in the nominated Region. Only when this is full of IA Service Users may the Provider allocate IA Service Users to Alternative or Temporary Initial Accommodation in the nominated region provided that it meets the relevant standards and sharing criteria. When space becomes available within the Nominated Initial Accommodation, the Provider must move the relevant IA Service Users in other Initial Accommodation to the Nominated Initial Accommodation within 24 hours of the space becoming available.

E.5 Occupancy

E.5.1 The Provider shall maintain an attendance record for all IA Service Users accommodated within the Initial Accommodation which shall include the following minimum information:

i. the names of all IA Service Users in the Initial Accommodation;

ii. the date and time of their arrival and/or departure as appropriate;

iii. the quarters within the Initial Accommodation that the relevant IA Service Users are resident in;

iv. a confirmatory signature from the Service User deemed to be the head of household (or exceptionally a member of the household) on every day the Initial Accommodation is occupied; and

v. details of any known absence, be it authorised or unauthorised.

E.5.2 This attendance record shall be available at all times for inspection by the Authority or a Nominated Third Party.
E.5.3 The Provider is responsible for advising the Service User of the need to sign the attendance record.

E.5.4 The Authority shall require the Provider to collate and submit information in relation to occupied, unoccupied and available Initial Accommodation as requested.

E.6 Dispersal

E.6.1 Where any IA Service User is to pass out of the care of the Provider into the care of any other person or body nominated by the Authority, the Provider shall, acting reasonably, agree with the relevant person or body the time, date and pick-up arrangements for the dispersal of the relevant IA Service User.

E.6.2 The Authority shall inform the Provider of any changes to dispersal plans using the Authority’s MIP.

E.6.3 The Provider shall notify the Authority immediately of any IA Service Users failing to travel and the reasons why, and confirm this in writing.

E.7 Departure Procedures

E.7.1 The Provider shall ensure that IA Service Users who cease to be cared for by the Provider vacate their Initial Accommodation by the agreed check-out time. On the day the Provider is to cease to care for an IA Service User, the Provider must ensure that the Initial Accommodation occupied by the relevant IA Service User is available for reservation by the Authority on the same day.

E.7.2 IA Service Users who have checked out of the Initial Accommodation, but who are awaiting collection by a person nominated by the Authority, shall be given appropriate meals and full access to the communal facilities within the relevant Initial Accommodation until they are collected.

E.7.3 Once the Authority has notified the Provider that an IA Service User is no longer to be regarded as an IA Service User then:

i. the Authority is then no longer liable for the cost of accommodating the Service User; and

ii. the Provider shall complete the relevant part of the Service Commission Form and shall hold this form as a record of the time and date of occupancy of the relevant IA Service User. The Authority may request to see copies and/or the original Service Commission Form.

E.7.4 The Provider must inform the Authority as soon as they become aware of an unauthorised absence of an IA Service User from the relevant Initial Accommodation.

E.7.5 If an IA Service User will be absent from the Initial Accommodation for more than one (1) day (for example to attend a hospital appointment), the
OFFICIAL

Provider shall, having sought the prior permission from the Authority, keep the IA Service User’s Initial Accommodation open for their sole use until they return. In these circumstances, the Provider shall be responsible for looking after any personal items they are notified about which are left at the Initial Accommodation by the IA Service User. In these circumstances, the Authority shall accept no responsibility in respect of any disputes between the Provider and the IA Service User regarding the condition and extent of any personal effects for which the Provider acts as custodian for the duration of the IA Service User’s temporary absence.

E.7.6 If IA Service Users leave the Initial Accommodation on their own accord, for more than one day, without having obtained authorisation, the Provider shall provide to the Authority written confirmation of the unauthorised absence using the relevant part of the Service Commission Form. The Provider must inform the Authority of the absence within one (1) Working Day and the Initial Accommodation should be made available again for use by other IA Service Users by the next Working Day at the latest. In these circumstances, the Provider shall remove and store in a secure location any personal items left behind by the IA Service User for a period of one (1) month. No charge shall be made for the storage or return of these items, which must be returned to the IA Service User if they return to the premises and ask for the items back. The IA Service User should not be re-admitted into the Initial Accommodation without the consent of the Authority.
Annex F  Principles of Procedural Fairness

F.1  Overview

F.1.1  Research has demonstrated that when Service Users perceive a process to be fair, it has a positive influence on their views and behaviour. In particular, when Service Users feel they have been treated fairly and justly, they generally have more confidence in authority, are more likely to see that authority as legitimate and are more likely to accept or abide by the decisions or rules of the authority.

F.1.2  Improved perceptions as to the fairness of a process or the treatment of Service Users has been associated with better emotional / psychological health amongst Service Users, higher rates of compliance and lower levels of violent or anti-social behaviour.

F.1.3  The Authority consider it to be in the best interests of Service Users, the Provider and the Authority for the principles of procedural fairness to be embedded and reflected in interactions with Service Users and staff, and in associated policies, procedures, guidance and training.

F.2  Principles and Behaviours

F.2.1  There are four key principles of procedural fairness; Respect; Voice; Understanding; and Neutrality. These principles, and some indicative behaviours associated with them are described in the table below. The list of behaviours does not constitute a comprehensive list of desired behaviours:

<table>
<thead>
<tr>
<th>Principle</th>
<th>Description</th>
<th>Indicative behaviours</th>
</tr>
</thead>
</table>
| Respect  | Being courteous and polite to people, respecting their rights and taking their issues seriously. | • Communicating that everyone’s rights are important.  
• Using eye-contact, names and a courteous tone and vocabulary in communications.  
• Being approachable, not intimidating.  
• Being conscious of other people’s body language, looking for signs of nervousness or frustration. |
| Voice    | Giving people channels and mechanisms for them to give their story | • Giving people a chance to tell their story, and giving adequate consideration to what |

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>Understanding</th>
<th>Neutrality</th>
</tr>
</thead>
<tbody>
<tr>
<td>opinion and raise complaints, and these being sincerely considered by the authority figure.</td>
<td>being transparent and open about rules, processes and procedures, and neutral and principled in decision-making.</td>
</tr>
<tr>
<td>they have been told.</td>
<td></td>
</tr>
<tr>
<td>• Providing chances to ask questions or raise issues, and treating these seriously when identified.</td>
<td>• Explaining processes to participants before starting.</td>
</tr>
<tr>
<td>• Consulting with staff and Service Users – including on perceptions and ways to improve.</td>
<td>• Explaining the reasoning for decision making in a way participants can understand.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Understanding</th>
<th>Neutrality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treating people with sincerity and care, making a sincere effort to understand their perspective and trusting their declared motives, being open and honest, and doing what is best for everyone.</td>
<td>being transparent and open about rules, processes and procedures, and neutral and principled in decision-making.</td>
</tr>
<tr>
<td>• Being mindful of language gaps and barriers to understanding.</td>
<td>• Explaining processes to participants before starting.</td>
</tr>
<tr>
<td>• Providing the right information at the right time.</td>
<td>• Explaining the reasoning for decision making in a way participants can understand.</td>
</tr>
<tr>
<td>• Summarising and paraphrasing and active listening.</td>
<td>• Creating scripts for processes / procedures, and applying these consistently.</td>
</tr>
<tr>
<td>• Ensure signs and other instructions are simple and easy to understand.</td>
<td></td>
</tr>
<tr>
<td>• Anticipating FAQs with pre-printed materials.</td>
<td></td>
</tr>
<tr>
<td>• Use plain language and ask open-ended questions.</td>
<td></td>
</tr>
</tbody>
</table>
F.3 Requirements

F.3.1 The Provider shall, as far as practical, seek to ensure that their activities under this Contract operate in accordance with the four principles of procedural fairness. In particular, the Provider shall seek to embed and reflect the principles of Respect, Voice, Understanding and Neutrality in their rules, policies, procedures and processes concerning the monitoring and management of Service Users within their care. The Provider shall also ensure that these principles are appropriately incorporated into the training programme delivered to staff with contact with Service Users.

F.3.2 The Authority reserves the right, as part of its contract management activities, to ask the Provider to evidence how the principles of procedural fairness have been reflected in the Provider's operational activities and practices, and what measures they have taken to ensure that Provider staff are aware of, and act in accordance with, the principles outlined above.
Annex G  Service Users with Specific Needs or At Risk Service Users

G.1 For the purposes of this Contract, an adult at risk or with specific needs is a person aged 18 years or over who is, or may be:

G.1.1 in need of community care services by reason of mental or other disability, age or illness; and

G.1.2 unable to take care of themselves or unable to protect themselves against significant harm or exploitation; or

G.1.3 at risk of self-harm or suicide; or

G.1.4 a victim of modern slavery.

G.2 Adults at risk or with specific needs may be identified by a number of indicators, for example:

G.2.1 Threats of suicide/self-harm.

G.2.2 Domestic violence/ gender based violence.

G.2.3 Victims of Modern Slavery.

G.2.4 Female Genital Mutilation.

G.2.5 Lesbian, Gay, Bi-sexual, Trans and Intersex.

G.2.6 Mental Health conditions.

G.2.7 Physical Disability.

G.2.8 Victims of torture or degrading and inhumane treatment.

G.3 The Provider shall note, however, that indicators are not limited to this list and nor do these indicators always mean that the Service User is at risk or has specific needs, and therefore in need of a specific response by the Provider.

G.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority shall notify the Provider and provide instructions on any specific Accommodation or support requirements the Provider is to provide to meet the needs of the Service User.

G.5 Given indicators of Service Users with specific needs or Service Users being at risk may not be immediately apparent, the Authority shall require the Provider to be proactive in monitoring and identifying Service Users with specific needs or at risk Service Users within their care.

G.6 Where a Provider believes, or has reasonable grounds to suspect that a Service User may have specific needs or be at risk, the Provider shall
respond appropriately to the Service User's needs, in accordance with relevant Contract requirements and Authority guidelines. The Provider shall notify the Authority of changes in a Service Users circumstances or needs, in accordance with Paragraph 4.4.3 of this Schedule 2, and may refer to the Authority for guidance where appropriate.
Annex H  Feedback, Maintenance Issues, Requests for Assistance and Complaints

H.1  Overview
H.1.1 There are four broad categories of communication which Service Users are likely to provide to the Provider or to the AIRE Provider; being feedback, the identification of maintenance issues, requests for support and/or complaints.

H.2  Feedback
H.2.1 Feedback in this context relates to expressions of satisfaction or ideas for service improvements from Service Users. Feedback may also relate to general expressions of dissatisfaction with a Service User’s experience in asylum support, but which is not directed at a specific event, circumstance or individual, and which cannot be remedied or rectified through a specific action plan.

H.2.2 The Provider shall encourage the Service User to direct feedback to the AIRE Provider through the single point of contact, but is not required to refer feedback which is given directly to Provider staff by Service Users, for example as part of their inspection activities and welfare visits, to the AIRE Provider.

H.2.3 Where feedback is given to the Provider, either directly from Service Users or through referrals from the AIRE Provider, the Provider shall use such information to inform and influence Continuous Improvement in its service delivery. The Provider shall also use such information to inform its monitoring and management of the Service Users within its care, implementing appropriate responses in the event that negative feedback represents an early warning on risks to a Service User’s health and wellbeing.

H.3  Reports of maintenance issues
H.3.1 Reports of maintenance issues relates to Service User’s identifying and communicating the need for maintenance activities within their Accommodation.

H.3.2 The Provider shall encourage the Service User to direct reports of maintenance issues to the AIRE Provider through the single point of contact. The AIRE Provider is then responsible for referring the report of the maintenance issue to the Provider, through the Provider’s designated point of contact. The Provider is then responsible for rectifying the maintenance issue in accordance with the Response Times defined in Annex B of this Schedule 2.

H.3.3 Where the Provider identifies maintenance issues through its regular inspection activities, or is informed of maintenance issues directly by
OFFICIAL

Service Users during property visits, the Provider is not required to notify the AIRE Provider of the maintenance issue. Rather, the Provider shall record the maintenance issue and rectify the maintenance issue in accordance with the Response Times defined in Annex B of this Schedule 2.

H.3.4 For the avoidance of doubt, the identification of a maintenance issue by a Service User does not constitute a Service User complaint. A failure to rectify the maintenance issue in accordance with the relevant Response Time, however, and subsequent communication from the Service User regarding the ongoing maintenance issue, does constitute a complaint regarding the Provider’s service delivery.

H.4 Requests for assistance

H.4.1 Requests for assistance in this context relates to communications from Service Users who are identifying risks to the health and wellbeing, or have concerns over their welfare. This may include reports of instances of domestic abuse, violent or anti-social behaviour on the part of other Service Users, concerns over medical conditions, or reports of criminal activities by other Service Users.

H.4.2 The Provider shall encourage the Service User to make requests for assistance to the AIRE Provider through the single point of contact. The AIRE Provider is then responsible for referring the request or report to the Provider, through the Provider’s designated point of contact. The Provider is then responsible for taking action it considers necessary to assure the safety and wellbeing of Service Users, in accordance with the Authority’s requirements in Paragraph 4.4.3 and Paragraph 4.4.4 of this Schedule 2, and shall notify the Authority and AIRE Provider accordingly.

H.4.3 Where the Provider identifies Service User’s support needs through its regular inspection activities, or is informed of such needs directly by Service Users during property visits, the Provider is responsible for taking action it considers necessary to assure the safety and wellbeing of Service Users, in accordance with the Authority’s requirements in Paragraph 4.4.3 and Paragraph 4.4.4 of this Schedule 2, and shall notify the Authority and AIRE Provider accordingly.

H.5 Complaints

H.5.1 Complaints relate to Service User expressions of dissatisfaction relating to:

- the Provider’s staff, and their conduct, behaviour or attitude;
- a failure to rectify maintenance issues within the relevant Response Times;
- a failure on the part of the Provider to deliver its required services and Service User support; and/or
- a criticism of a specific aspect of the Provider’s service delivery.
H.5.2 The Provider shall encourage the Service User to make complaints to the AIRE Provider through the single point of contact. The AIRE Provider is then responsible for referring the complaint to the Provider, through the Provider’s designated point of contact. The Provider is then responsible for responding to and resolving the Service User’s complaint within five (5) working days of receiving the referral from the AIRE Provider, in accordance with the Authority’s requirements.

H.5.3 Where the Provider is informed of a complaint directly by Service Users during property visits, the Provider is required to notify the AIRE Provider of the complaint on the same day, including the substance of the complaint and the name and contact details of the Service User making the complaint, where known. The Provider is then responsible for responding to and resolving the Service User’s complaint within 5 working days of receiving the complaint from the Service User.

H.5.4 The Provider shall notify the AIRE Provider of any action taken in response to the complaint, and any subsequent action to be taken, and shall escalate complaints it cannot resolve to the satisfaction of the Service User to the AIRE Provider and/or Authority, in accordance with the Authority’s requirements defined in Paragraph 1.2.7 of this Schedule 2.
Advice, Issue Reporting and Eligibility Support

Schedule 2

STATEMENT OF REQUIREMENTS

V1.31
CONTENTS

1 DOCUMENT OVERVIEW .............................................. 3
  1.1 Aim ........................................................................ 3
  1.2 Asylum System ..................................................... 4
  1.3 Scope ...................................................................... 6

2 GENERAL REQUIREMENTS ............................................. 12
  2.1 Service Users: Background Information ......................... 12
  2.2 Relevant Law & Guidance ......................................... 13
  2.3 Hours of Operation ................................................. 15
  2.4 Personnel Standards ................................................. 15
  2.5 Training ................................................................... 18
  2.6 Safeguarding ............................................................ 20
  2.7 Management Information & Reporting ......................... 21
  2.8 Information Security ................................................. 23
  2.9 Health and Safety ...................................................... 24
  2.10 Complaints regarding Provider Services ....................... 25
  2.11 Performance Standards and Key Performance Indicators .................................................. 26
  2.12 Quality Management ................................................ 27
  2.13 Working with Partners ............................................. 28
  2.14 Working with the AASC Provider ................................. 29
  2.15 Working with the Asylum Support Payments Provider .................................................. 32
  2.16 Methods of Service Delivery ..................................... 34
  2.17 Service User Experience ......................................... 38
  2.18 Continuous Improvement & Modernisation .................... 38
  2.19 Sustainability ............................................................. 39

3 ELIGIBILITY ................................................................. 41
  3.1 Eligibility Definition .................................................. 41

4 ADVICE & GUIDANCE ................................................... 55
  4.1 Key Principles .......................................................... 55
  4.2 KTP 1: Notification of intent to claim asylum................. 57
  4.3 KTP 2: Prior to Screening Interview ............................ 58
  4.4 KTP3: Moving into Initial Accommodation (Induction guidance) .................................................. 59
  4.5 KTP 4: Prior to Substantive Interview ......................... 61
  4.6 KTP 5: Change of Circumstances Assistance ............... 63
  4.7 KTP 6: Additional Support Applications ..................... 66
  4.8 KTP 7: Asylum applications status update .................... 69
  4.9 KTP 8: Post-Asylum Decision Move On Service ......... 70

5 ISSUE REPORTING ......................................................... 75
  5.1 Single Point of Contact ............................................. 75
  5.2 Service User complaints ........................................... 76
  5.3 Maintenance Issues with Asylum Accommodation .......... 79
  5.4 Issues with Asylum Support Payments ....................... 82
  5.5 Requests for Assistance ........................................... 83
  5.6 Service User Feedback ............................................. 86

6 ANNEXES ..................................................................... 88
1 DOCUMENT OVERVIEW

This Schedule 2 (Statement of Requirements) describes the services to be delivered to Service Users, and the relevant legislation, regulations, policies and principles the Provider shall comply and act in accordance with, in the Provider's execution of the Advice, Issue Reporting and Eligibility (AIRE) Service.

1.1 Aim

1.1.1 The aim of the AIRE Service is to provide impartial and independent information, advice, guidance and assistance to help Service Users to understand and navigate the Asylum Support System effectively.

1.1.2 A successful service will ensure that:

1.1.2.1 Service Users who are eligible for Asylum Support are assisted to access support in a timely and efficient manner;

1.1.2.2 Service Users are provided with information and advice, both proactively and reactively, to enable them to transition effectively through the Asylum System, and respond appropriately to engagement and touch points with the Authority;

1.1.2.3 Service Users are provided with the information and assistance to enable them to notify the Authority of changes in their needs and circumstances in a timely manner;

1.1.2.4 Service Users are able to report issues, requests for assistance and complaints reliably to a single contact point, which is able to record, classify and refer their communication to the appropriate party for resolution, as efficiently as possible;

1.1.2.5 Service Users are provided with the information and assistance to help them to move-on from Asylum Support, in manner appropriate to the outcome of their asylum claim, to reduce the risk of Service User destitution and/or adverse social outcomes;

1.1.2.6 All services to Service Users are delivered in a manner appropriate to the needs of the Service User and in a way the Service User can understand, including the use of interpretation services where necessary; and
OFFICIAL

1.1.2.7 The Authority is provided with information, statistical data and management information in a timely manner, in relation to Service User contact, issues and complaints, to improve the Authority's understanding of the health and condition of the overall Asylum Support system, to help inform Authority interventions to improve the quality and efficiency of service delivery, and remedy areas of concern or performance shortfalls.

1.2 Asylum System

1.2.1 The AIRE Service represents a critical component in the effective operation of the Asylum System, and is integral to ensuring that Service Users are able to access Asylum Support efficiently, have the information and assistance they need to navigate the Asylum System and are able to move-on successfully from Asylum Support once their asylum claims have been decided.

1.2.2 As implied above, the AIRE Service does not exist in isolation, but rather needs to operate alongside, and in collaboration with the Authority and a range of other services and providers to enable the effective operation of the Asylum System. These services and providers, and the necessary interfaces and touchpoints with the AIRE Service, are described in Paragraphs 2.13 to 2.15 (inclusive) and Paragraphs 4.2 to 4.9 of this Schedule 2.

1.2.3 The diagram below is a high-level indicative illustration of the sequence of events as a Service User progresses through the Asylum System, and how the Services to be provided by the Provider under this Contract relate to this sequence of events.

1.2.4 The Provider shall note that this diagram is illustrative only, for the purposes of contextualising the service requirements specified in this Schedule 2. The actual transition of Service Users through the Asylum System will vary according to the nature of their asylum claim, their support requirements and their characteristics and needs, and levels of demand for AIRE Services at each stage will vary according to the capabilities and needs of each Service User.
Figure [1]: Indicative Asylum and Asylum Support Systems

Schedule 2: Statement of Requirements
1.3  **Scope**

1.3.1  The Provider will be required to provide the Services identified in this Schedule 2 from the Contract Effective Date.

1.3.2  The elements of the AIRE Service scope include:

1.3.2.1  **General Requirements:** Statutory and general requirements which relate to the management and availability of the service, and which describe the policies, procedures and principles which the AIRE Provider is required to adhere to, and act in accordance with, in the delivery of the AIRE Service.

1.3.2.2  **Eligibility:** The provision of information and assistance to Service Users to help them to access Asylum Support. This includes informing Service Users of the Asylum Support application process and necessary supporting evidence requirements, and, where necessary, assisting Service Users to complete Asylum Support applications to the relevant quality standard required by the Authority with the necessary supporting evidence, and submitting such applications and supporting evidence to the Authority.

1.3.2.3  **Advice and Guidance:** The provision of information and assistance to Service Users who have claimed asylum, or are considering claiming asylum, and/or Service Users within Asylum Support, such that Service Users have the information required to help them navigate the Asylum System effectively as their asylum claims are processed. This service includes providing Service Users with information and assistance to help Service Users to notify the Authority of changes in their circumstances, and providing information and assistance to help Service Users to move-on from Asylum Support, in a manner appropriate to the outcome of their asylum claim.

1.3.2.4  **Issue Reporting, Feedback and Complaints:** The provision of an accessible and reliable single point of contact for Service User queries and reports of issues, feedback, requests for assistance and complaints. This service includes the timely and accurate recording and classification of different types of Service User contact and the referral of the issue, request or complaint to the appropriate party for resolution. As part of this service, the AIRE Provider will also provide information and statistical data on the nature and profile of Service User contact, to help inform the Authority’s inspection, compliance and contract management activities.

1.3.3  In addition to the services described above, the AIRE Provider is also required to undertake tasks and activities during the Mobilisation and Transition period, to ensure that the AIRE Provider is able to deliver the full suite of required
services to the relevant performance standards from the Contract Effective Date. The activities and services which relate specifically to the Mobilisation and Transition period are defined in ‘Schedule 3 (Mobilisation and Transition)’.

1.3.4 The table below summarises the services the AIRE Provider is required to deliver to Service Users:

<table>
<thead>
<tr>
<th>Schedule 2 Section</th>
<th>Service description</th>
<th>Paragraph reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td>Provide information and advice to Service Users who are considering entering Section 98 accommodation and/or applying for Asylum Support, to help Service Users to understand the Asylum Support process, the types of Asylum Support available, the options available to the Service User prior to applying for Asylum Support and how to access Initial Accommodation.</td>
<td>3.3</td>
</tr>
<tr>
<td>Eligibility</td>
<td>When requested by a Service User, assist Service Users with the completion and submission of Section 95 Asylum Support applications, with the required evidence, to the Authority.</td>
<td>3.4</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Provide quality assurance of Section 95 Asylum Support applications completed by Service Users without assistance by the AIRE Provider, and provide information and feedback to Service Users on any changes or additional information required prior to submission of the application to the Authority.</td>
<td>3.5</td>
</tr>
<tr>
<td>Eligibility</td>
<td>When requested by a Service User, assist Service Users with the completion and submission of Section 4 Asylum Support applications, with the required evidence, to the Authority.</td>
<td>3.6</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Provide quality assurance of Section 4 Asylum Support applications completed by Service Users without assistance by the AIRE Provider, and provide information and feedback to Service Users on any changes or additional information required prior to submission of the application to the Authority.</td>
<td>3.7</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Provide information and assistance to Service Users whose Asylum Support applications (Section 95 and/or Section 4) have been rejected</td>
<td>3.8</td>
</tr>
<tr>
<td>OFFICIAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>by the Authority as incorrectly or insufficiently completed, and assist Service Users to correct and resubmit Asylum Support applications to the Authority.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide information and guidance to Service Users who believe their support applications have been refused by the Authority erroneously, and if the Provider agrees, assist them in making written representations to the Authority and/or refer them to relevant independent third-parties to assist them in appealing against the Authority’s Asylum Support application decision, where applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collate and report data relating to systemic concerns or perceived deficiencies with the Authority’s approach to assessing and validating eligibility for Asylum Support, in accordance with prescribed MI and reporting requirements, to assist the Authority in improving the quality and consistency of its processes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.9.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manage the safe and secure distribution of Asylum Support Payment Cards to Service Users who have been deemed as eligible to receive an Asylum Support Payment Card by the Authority, and provide information to help Service Users to understand: how and where the card may be used; what to do in the event the Service User experienced issues with the card, including if the card becomes lost or is stolen; and what to do if they believe the amount of support they are receiving is wrong or they have a missing payment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Advice and Guidance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide information and advice to Service Users who have notified the Authority of their intent to claim asylum, or Service Users who are considering making a claim for asylum, to help Service Users to understand the asylum process, their rights and obligations, how to make an asylum claim and the options available to the Service User prior to making an asylum claim.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Advice and Guidance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide information and advice to Service Users who have claimed asylum to help them to prepare for their Asylum Screening Interview,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>Advice and Guidance</th>
<th>including helping Service Users to understand the purpose of the interview, the interview process and the process after the Asylum Screening Interview has been completed.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advice and Guidance</td>
<td>Provide an induction service to Service Users who have entered Initial accommodation to help them to understand the Asylum Support process, their rights and requirements whilst they are within Asylum Support, the steps required to apply for Section 95 Asylum Support and the assistance available and other required information to help Service Users to prepare for their time on Asylum Support.</td>
</tr>
<tr>
<td>Advice and Guidance</td>
<td>Assist the Asylum Accommodation and Support (AASC) Provider responsible for the relevant Initial Accommodation in the development of their Service User induction materials, to ensure coherence between their induction service and that of the AIRE Provider, and to ensure the AASC Provider’s induction service includes relevant information to help the Service User to orientate to their new environment.</td>
</tr>
<tr>
<td>Advice and Guidance</td>
<td>Provide information and advice to Service Users who have claimed asylum to help them to prepare for their Substantive Interview, including helping Service Users to understand the purpose of the interview, the rights of Service Users during the interview, including their rights to legal representation and how to access it, the interview process and the process after the Substantive Interview has been completed.</td>
</tr>
<tr>
<td>Advice and Guidance</td>
<td>When requested by a Service User, provide information and assistance to Service Users to help them to understand the Change of Circumstances for which they are required to notify the Authority, and to assist such Service Users to complete and submit written Change of Circumstances applications to the Authority.</td>
</tr>
<tr>
<td>Advice and Guidance</td>
<td>Provide information and advice to Service Users to help them to understand their eligibility for additional Asylum Support payments, and assist relevant Service Users in making Additional Support Applications to the Authority.</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
| OFFICIAL |
|------------------|-------------------------------------------------------------------------------------------------|-----------------|
| Advice and Guidance | Develop and communicate standard responses, which have been agreed with the Authority, to Service Users who contact the AIRE Provider to discuss the status of their application for asylum, and refer application status requests which meet prescribed criteria to the Authority, where applicable. | 4.8 |
| Advice and Guidance | Provide information and assistance to Service Users who contact the AIRE Provider to discuss the status of their application for asylum, and refer application status requests which meet prescribed criteria to the Authority, where applicable. | 4.8 |
| Advice and Guidance | Provide information and assistance to Service Users who have received a positive asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and to assist them in accessing mainstream welfare and other services, where required. | 4.9 |
| Advice and Guidance | Provide information and assistance to Service Users who have received a positive asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and to assist them in accessing mainstream welfare and other services, where required. | 4.9 |
| Issue Reporting | Provide an accessible and reliable Single Point of Contact for Service User communications regarding Asylum Support services, in a manner Service Users can understand and which enables the classification and referral of high-priority/safety critical contact to the relevant party for resolution. | 5.1 |
| Issue Reporting | Accurately record and classify Service User complaints regarding any aspect of Asylum Support, in accordance with agreed criteria, and refer said complaints in a timely manner to the appropriate party for resolution. | 5.2 |
| Issue Reporting | Act as a point of escalation for Service User complaints regarding their AASC Provider and Asylum Support Payments Provider, where such complaints have not been resolved to the satisfaction of the Service User within the timescales required by the Authority. This will include liaising with the relevant AASC Provider or Asylum Support Payments provider to understand the status of the complaint resolution, and escalating the complaint to the Authority where appropriate. | 5.2.5 |

Schedule 2: Statement of Requirements
### Issue Reporting

<table>
<thead>
<tr>
<th>Description</th>
<th>Subclause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accurately record and classify reports of Maintenance Issues with asylum accommodation, in accordance with agreed criteria, and refer said Maintenance Issues in a timely manner to the appropriate party for remedy.</td>
<td>5.3</td>
</tr>
<tr>
<td>Accurately record and classify Service User issues with their Asylum Support Payments and/or Asylum Support Payments Card and refer such issues in a timely manner to the appropriate party for resolution.</td>
<td>5.4</td>
</tr>
<tr>
<td>Accurately record and classify Requests for Assistance, in accordance with agreed criteria, and refer said requests for assistance in a timely manner to the appropriate party for resolution.</td>
<td>5.5</td>
</tr>
<tr>
<td>Accurately record Service User Feedback and refer to the relevant party the Feedback concerns to help inform and influence their service delivery and continuous improvement activity.</td>
<td>5.6</td>
</tr>
<tr>
<td>Collate and report data relating to maintenance issues, requests for assistance and complaints to the Authority, in accordance with prescribed MI and reporting requirements, to help inform Authority inspection, compliance and contract management activities.</td>
<td>5.2.12; 5.3.11; 5.4.7; 5.5.13</td>
</tr>
</tbody>
</table>

1.3.5 For the avoidance of doubt, the following services will **not** be provided under the terms of this Contract:

1.3.5.1 Services to Unaccompanied Asylum Seeking Children (in the event that the AIRE Provider is contacted regarding an Unaccompanied Asylum Seeking Child, they shall refer the person making the contact to the Children’s Panel).

1.3.5.2 Advocacy on behalf of a Service User to the Authority regarding the outcome of a particular Service User’s Asylum Claim. The Provider will be permitted to assist Service User’s whose Asylum Support applications have been refused by the Authority, acting in accordance with the requirements of Paragraph 3.9 of this Schedule 2.

1.3.5.3 Legal representation (whether in person or in writing) about the grounds for an Asylum Claim or appeal against a decision to refuse asylum or Asylum Support.

*Schedule 2: Statement of Requirements*
2 GENERAL REQUIREMENTS

2.1 Service Users: Background Information

2.1.1 Service Users are defined in Schedule 1 (Definitions). The Provider shall only provide services to Service Users who meet the criteria of this definition.

2.1.2 The Provider shall understand the background and needs of Service Users, and understand that some Service Users will have particular characteristics, vulnerabilities and/or special needs. In particular, the Provider acknowledges and agrees that Service Users may:

   2.1.2.1 be individuals who appear to be, or are likely to become, destitute;

   2.1.2.2 need to be managed with sensitivity. They may have suffered trauma, be suspicious or frightened of authority figures and/or be afraid of other Service Users and strangers;

   2.1.2.3 not have English as their first language, or not speak English at all, and therefore may require interpretation services; and/or

   2.1.2.4 be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families.

2.1.3 The Provider further acknowledges and agrees that some Service Users will have particular characteristics, which may include, but not limited to:

   2.1.3.1 physical disabilities;

   2.1.3.2 mental illness and disabilities;

   2.1.3.3 medical conditions;

   2.1.3.4 age related characteristics; and/or
2.1.3.5 other characteristics related to Service Users having specific needs or being at risk.

2.1.4 The Provider will provide a service which takes Service User characteristics and needs into account. This will include ensuring that methods for the delivery of services to clients are in a form which are accessible for the Service User, which appropriately reflect their needs and are delivered in a manner which the Service User can understand, in accordance with the requirements set out in Paragraph 2.14 of this Schedule 2.

2.1.5 The Provider must treat all Service Users in a polite and courteous manner recognising their rights as individuals. Proper care should be taken to protect Service Users from curiosity, insult or harm.

2.2 Relevant Law & Guidance

2.2.1 In delivering all the services defined within this Schedule 2, the Provider shall ensure that it complies with all relevant legislative and statutory requirements, and the Authority’s rules, guidance, instructions and policies, including but not limited to employment, equal opportunities, race relations, child protection, safeguarding, data protection and health and safety. Should there be any conflict between the requirements of this Schedule and Relevant Law then Relevant Law shall prevail.

2.2.2 With the exception of office accommodation within Initial Accommodation, which shall be provided by the Asylum Accommodation and Support Provider for the relevant region, the Provider shall source all premises, equipment and facilities required to deliver the service, and shall ensure that these premises, equipment and facilities meet all relevant regulatory requirements and are suitable for the purpose.

2.2.3 In relation to the office accommodation within Initial Accommodation, the Provider shall source the equipment required to deliver the service, and shall ensure that this equipment meets all relevant regulatory requirements and is fit for purpose.

2.2.4 The Provider shall comply with the duties imposed on them by section 55 of the Border, Citizenship and Immigration Act 2009, and the children’s duty, to safeguard children from harm and promote their welfare.

1 Annex B (Vulnerable and at risk Service Users) of this Schedule 2 provides more information on the characteristics and indicators of these Service Users.

Schedule 2: Statement of Requirements
2.2.5 The Provider shall, in delivering the services, comply with:

2.2.5.1 the Authority’s guidance relating to information technology and security;

2.2.5.2 the Authority’s policies and guidance relating to domestic violence, racist incidents, asylum care needs, dispersal guidelines and relocations;

2.2.5.3 the Authority’s policies and guidance relating to the safeguarding of children and vulnerable adults. This includes recognising the indicators of a vulnerable or at risk person with specific needs, and responding appropriately to their needs;

2.2.5.4 The Authority’s policies and guidance issued in support of the Authority’s wider objectives;

2.2.5.5 The Authority’s policies and guidance relating to asylum support compliance; and

2.2.5.6 Relevant ISO or equivalent British standards, including but not limited to:
   2.2.5.6.1 9001 Quality Assurance;
   2.2.5.6.2 14001 Environmental Management;
   2.2.5.6.3 18001 Health and Safety Assurance;
   2.2.5.6.4 27001 IT Security;
   2.2.5.6.5 18295 Customer Contact; and
   2.2.5.6.6 22301 Business Continuity.

2.2.6 The Provider is not permitted under any circumstances to charge a fee to or require payment from Service Users for any Services provided under this Contract. This includes ensuring Service Users do not incur telephone charges in contacting the Provider.
2.3 Hours of Operation

2.3.1 The Provider shall provide all AIRE services defined in this Schedule 2 to Service Users during Working Hours (8.00am to 5.30pm).

2.3.2 In addition, the Provider shall ensure that the following services are available and can be provided to Service Users twenty-four (24) hours a day, three hundred and sixty five (365) days a year:

   2.3.2.1 Provide a reliable and accessible point of contact for Service Users to report complaints with any Asylum Support services, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.2 of this Schedule 2;

   2.3.2.2 Provide a reliable and accessible point of contact for Service Users to report Maintenance Issues with their accommodation, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.3 of this Schedule 2; and

   2.3.2.3 Provide a reliable and accessible point of contact for Service Users to report safeguarding concerns or high-priority/safety critical Requests for Assistance, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.5 of this Schedule 2.

2.4 Personnel Standards

2.4.1 The Provider shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Provider, are consistent with the standards of service required for the performance of the Services. The Provider will fully equip and train staff (including volunteers) to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all staff undertaking face-to-face activities.

2.4.2 The Provider shall ensure that staffing levels are appropriate at all times for the purposes of the Services and to meet required Service Levels.

2.4.3 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have contact with Service Users, or access to Service User data, shall, prior to having such contact or access, have been subject to Disclosure Barring Service (DBS), Disclosure Scotland or AccessNI checks and CTC (Counter-terrorist check), where applicable to their role, in accordance with the ‘Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975’.
OFFICIAL

2.4.4 The Provider shall provide evidence to the Authority, upon request, demonstrating that the Provider has adequately considered which staff are applicable for a DBS disclosure, or similar, and satisfied the requirement for a DBS disclosure, or similar, where the Provider has considered it necessary.

2.4.5 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have contact with Service Users, or access to Service User data, shall, prior to having such contact or access:

2.4.5.1 have been subject to, and satisfied, immigration and right to work checks;

2.4.5.2 have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009 (BCIA 2009), that in providing services on behalf of the Authority, the Provider does so having regard to the need to safeguard and promote the welfare of children who are in the UK. The Provider must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. The Provider’s staff must have received training to fulfil this responsibility provided by either the Authority or a Local Safeguarding Children’s Board (or the equivalent in Scotland or Northern Ireland). Where relevant, this should be supplemented or modified to reflect the services that are provided; and

2.4.5.3 have been made aware of their obligations to safeguard vulnerable adults as stipulated by the Authority in its policies, guidance and training.

2.4.6 The Provider’s Chief Executive Officer or equivalent, Finance Director, the person designated as in charge of data handling/data protection/security and persons with system administrator access to bulk Service User data, will be subject to Security Clearance (SC) checks by the Authority as a reflection of their positions of control within the organisation.

2.4.7 The Provider shall ensure that the SC checks of the relevant personnel above are completed prior to the commencement of this Contract. The Provider shall ensure that new staff appointed to these positions once the Contract has commenced have completed SC checks before taking their posts.

2.4.8 All Staff (including volunteers and sub-contractor agents) engaged in delivering services in accordance with this Schedule shall possess all the necessary training, qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law. In particular:
2.4.8.1 Specific individuals tasked with managing and/or administering aspects of this Contract shall be competent in information technology, operations, management accounting and/or property management as required by their function;

2.4.8.2 Staff with contact with Service Users, which may be remote or face-to-face (including volunteers and sub-contractor agents) shall be adequately trained in accordance with the requirements of Paragraph 2.5 of this Schedule 2, to enable them to effectively identify and appropriately respond to Service User needs, and treat Service Users with courtesy and sensitivity; and

2.4.8.3 The Provider will nominate an individual, with sufficient training, to be the single point of contact for all staff (including volunteers and sub-contractors) to report or discuss concerns of a counter terrorism nature, and will provide the name and contact details of this individual to the Authority. The nominated person should know how to report concerns to the Police and to the Authority.

2.4.9 The Provider shall, on request, provide the Authority with details of all Staff (and volunteers) involved in delivery activity (both current and historical). The Contractor must ensure that it is fully compliant with the requirements of the Office of the Immigration Service Commissioner (OISC), or its equivalent successor, and is regulated as required under section 84 of the Immigration and Asylum Act 1999.

2.4.10 The Provider shall submit a code of discipline and behaviour for their employees to the Authority for approval prior to the commencement of services, and shall ensure that all staff adhere to the code throughout the term of the Contract.

2.4.11 The Provider shall ensure that Staff engaged in delivering services on a face-to-face basis to Service Users shall possess, and when in contact with Service Users display, clear and unambiguous identity cards, with photographs, showing that they are duly authorised to conduct business on behalf of the Provider. These identity cards will clearly show the name and job title of the individual.

2.4.12 Staff uniforms will not be worn by Provider staff delivering the services in this Contract. Providers shall ensure, however, that all staff delivering services on a face-to-face basis to Service Users are dressed appropriately (i.e. smart dress).
2.5 Training

2.5.1 The Providers training programme for all Provider Staff involved in the delivery of this Contract must cover, as a minimum, the following requirements:

2.5.1.1 the asylum and asylum support systems;
2.5.1.2 equality and diversity;
2.5.1.3 handling personal data;
2.5.1.4 data protection; and
2.5.1.5 safeguarding.

2.5.2 In addition to the requirements described above, the training programme for Provider Staff with contact with Service Users, must also cover, as a minimum, the following requirements:

2.5.2.1 ethnic diversity and cultural awareness;
2.5.2.2 suicide and self-harm awareness and prevention;
2.5.2.3 gender based violence;
2.5.2.4 safeguarding of vulnerable Service Users;
2.5.2.5 unconscious bias;
2.5.2.6 counter terrorism;
2.5.2.7 modern slavery;
2.5.2.8 training relating to customer service;
2.5.2.9 training and instruction in the housing standards placed on the Asylum Accommodation and Support Providers by the Authority in the Asylum Accommodation and Support Contracts;
2.5.2.10 training and instruction in the classification of Service User reports of maintenance issues, complaints and requests for assistance, to enable the Provider to fulfil the obligations described in Paragraph 5.3 of this Schedule 2; and

2.5.2.11 any other relevant training as specified by the Authority.

2.5.3 In addition to the requirements described above, the training programme for Provider Staff with face-to-face contact with Service Users, must also cover, as a minimum, the following requirements:

2.5.3.1 basic first aid;
2.5.3.2 health and safety;
2.5.3.3 vicarious trauma; and
2.5.3.4 any other relevant training as specified by the Authority.

2.5.4 The Provider’s training provision should take account of established good practice and relevant Standards (where applicable), and be approved by the Authority, and/or certified or accredited by a relevant and suitably qualified external organisation (where applicable).

2.5.5 As a minimum, Provider staff should receive refresher training on the requirements listed above annually (i.e. refresher training completed every twelve (12) months), or more regularly if required by the Authority or a relevant external certification / accreditation organisation.

2.5.6 Providers will work with relevant subject matter experts and certifying / governing bodies to review training programmes at least every three (3) years, or more regularly if required by the Authority, to ensure that the training programme offered to Provider staff remains up-to-date and reflects the latest guidance and good practice.

2.5.7 The Provider will ensure that guidance and training provided to staff regarding the identification and management of vulnerable Service Users with specific needs, or at risk Service Users, is kept up to date and aligns with accepted good practice, and that the Provider has sought input from the Authority to ensure that their guidance and materials align with the Authority’s safeguarding strategy.

2.5.8 As part of Contract Management, the Authority has the right to audit or review the Provider’s compliance with the staff training requirements outlined above. Upon request by the Authority, the Provider will give the Authority access to any
information or records required to demonstrate Provider compliance with staff training requirements in a timely manner (usually within five (5) working days of the Authority’s request). Access to relevant information and records will not be unreasonably withheld by the Provider.

2.6 Safeguarding

2.6.1 As set out in Paragraph 2.1 of this Schedule 2, the Provider acknowledges that some Service Users may have specific needs or be at risk whilst they are within the Asylum System.

2.6.2 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority will notify the Provider of the Service User’s specific characteristics and needs, where it is in the best interests of the Service User. Where the Provider believes, or has reasonable grounds to suspect, that a Service User may be at risk or have specific needs which have not been identified by the Authority, in accordance with the Authority’s guidance and Annex B of this Schedule 2, the Provider shall notify the Authority and the relevant AASC Provider responsible for the Service User’s Asylum Accommodation within one (1) Calendar Day of such needs being identified.

2.6.3 The Provider shall appropriately respond to the needs of at risk Service Users or Service Users with specific needs in their service delivery, to help ensure their safety and wellbeing. This may include, but may not be limited to:

2.6.3.1 notifying the Authority and relevant AASC Provider of the Service Users needs;

2.6.3.2 notifying relevant emergency services, where there is a clear and present risk to the safety of the Service User, followed by immediate notification to the Authority and relevant AASC Provider of any action taken;

2.6.3.3 face-to-face service delivery of the Services required of the Provider, if appropriate;

2.6.3.4 signposting and providing information on appropriate services and support which may be available and relevant to the Service Users needs; and

2.6.3.5 maintaining complete and auditable records demonstrating how the Provider has considered and responded to the circumstances and needs of Service Users with specific needs, or at risk Service Users.

Schedule 2: Statement of Requirements
2.6.4 The Provider shall proactively identify and implement best practice frameworks and processes relating to safeguarding and the protection of vulnerable Service Users, on an ongoing basis, across all aspects of their service delivery.

2.7 Management Information & Reporting

2.7.1 The Provider shall operate and maintain a System of Record to collect and record the data required by the Provider to satisfy the requirements of this Contract. This System of Record shall include data and records relating to Service User contact with the Provider, and the services provided to Service Users by the Provider.

2.7.2 The Provider and the Authority are required to share data and reporting to support the management, administration, delivery and continuous improvement of services detailed within this Schedule 2. Such data includes, but is not limited to:

- 2.7.2.1 Service User Asylum Support applications;
- 2.7.2.2 information related to Service User needs and/or vulnerabilities;
- 2.7.2.3 information pertaining to Service User Change of Circumstances;
- 2.7.2.4 the escalation of Service User complaints;
- 2.7.2.5 information and reports regarding Provider performance to demonstrate compliance with required Service Levels and satisfy the requirements of Schedule 13 (Performance Management Regime);
- 2.7.2.6 information, trend data and reports relating to Asylum Support applications, levels of resubmission and causes of Authority rejection on a monthly basis;
- 2.7.2.7 information, trend data and reports relating to volumes of service delivery and types and causes of Service User contact on a monthly basis;
- 2.7.2.8 information, trend data and reports relating to Service User reports of accommodation Maintenance Issues, Requests for Assistance and complaints regarding their relevant AASC Provider on a monthly basis; and
2.7.2.9 information and reports to satisfy the requirements of Schedule 14 (Monitoring and Management Information).

2.7.3 The current means of information exchange with the Authority is a Secure File Transfer Protocol (SFTP) with the Authority’s Primary System of Record (currently termed ATLAS). The Provider shall ensure that their systems are compliant with the Authority’s IT requirements, as specified in Schedule 19 (Information Technology) and Schedule 21 (Security Requirements and Plan), and that they are able to share information with the Authority through SFTP. The Authority will provide further information and guidance on the required data points and using the SFTP to the Provider during the Mobilisation Period, in accordance with Schedule 3 (Mobilisation and Transition).

2.7.4 The Provider should note that the Authority continually seeks to improve its IT capabilities and may introduce new IT systems during the lifetime of the Contract. Any such change will seek to improve the quality and efficiency of data exchange between the Authority and the Provider. The impacts of such changes will be subject to the change process, as set out in Schedule 16 (Contract Change Control). The Provider will comply with any new Authority requirements which result from changes to the Authority’s IT capabilities, in accordance with the change process.

2.7.5 Any notices or other communications to be given by the Authority to the Provider, or the Provider to the Authority, under the provisions of this Schedule 2, shall be given electronically in accordance with the means of transfer described in Paragraph 2.7.3, unless otherwise stipulated by the Authority.

2.7.6 Any such notice or other communication shall be deemed given on the Working Day on which it is issued by the giver of the notice/communication provided that it is issued within Working Hours (and if it is not so issued, shall be deemed to be given at the start of the Working Hours of the next Working Day). If and to the extent that the SFTP is for whatever reason unavailable at the time that any notice or other communication is to be given, the Authority and the Provider shall use a reasonable and appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.

2.7.7 The Provider shall:

2.7.7.1 report and provide Management Information as required by the Authority based on the reporting format, content, structure, timeline and submission details agreed by the Authority, in accordance with the KPIs and the provisions of Schedule 13 (Performance Management Regime), Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management);

2.7.7.2 work with the Authority to effectively maintain continuity of service provision and mitigate risks to service delivery, in the event the Authority chooses to change the existing IT system, or implement new
OFFICIAL

IT systems, in accordance with the change process, as set out in Schedule 16 (Contract Change Control).

2.7.8 The Provider shall not, in any circumstance, hold the Authority responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Provider.

2.7.9 The Provider accepts that the Authority may require the adoption by the Provider (and other Providers of similar services) of a unified approach to the use of information technology for Contract Management purposes, and to support the effective and efficient exchange of information and workflow between the Provider and Providers of other Asylum Support services.

2.7.10 In particular, the Authority requires the Provider to establish the method of data and workflow exchange with the AASC Providers and Asylum Support Payments Provider, in accordance with the requirements of Paragraph 2.14 and Paragraph 2.15 of this Schedule 2.

2.7.11 The Authority may, upon reasonable notice (normally five (5) Working Days notice), in conjunction with the Provider, jointly monitor or audit any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority, or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider’s compliance with the Contract. The Provider will give the Authority access to the data and records they require in a timely manner and will not unreasonably withhold access.

2.7.12 The Authority’s right to access Provider records includes access to the Provider’s financial records and information, in accordance with the Open Book provisions set out in Schedule 14 (Monitoring and Management Information) of this Contract.

2.8 Information Security

2.8.1 The Provider shall store records and information relevant to, or generated in the course of, delivering this Contract, in a manner which aligns with data protection legislation (including GDPR) and the Authority’s security requirements, as defined in Schedule 21 (Security Requirements and Plan), for the duration of the Contract term. Upon expiry or termination of the Contract, the Provider shall transfer such records and information to the Authority, in a manner and format to be determined by the Authority, within six (6) months of the date of the expiry or termination of the Contract.

Schedule 2: Statement of Requirements
2.8.2 The Provider shall comply with the requirements of the Data Protection Act 1998 and any subsequent amendments including the implementation of General Data Protection Regulation into UK data protection law. In particular, the Provider shall ensure that Personal Data as defined by the Act will not be disclosed to third parties without the permission of the individual to whom the data relates.

2.8.3 The Provider shall ensure that its, and any sub-contractors, physical, information technology and data storage systems used in delivering the Services are secure and that its business systems comply with security requirements and data protection legislation, in accordance with the provisions of Schedule 21 (Security Management and Plan) and Schedule 19 (Information Technology).

2.8.4 The Provider is not permitted to store Service User Personal Data and supporting evidence relating to Asylum Support Applications or Change of Circumstances submissions. All such Personal Data and supporting evidence collected by the Provider must be deleted from the Provider’s systems within forty-eight (48) hours of the relevant application or submission being accepted as complete by the Authority.

2.9 Health and Safety

2.9.1 The Provider will comply with statutory requirements covering the health and safety of Service Users, dependent children, visitors and staff. The Provider will be aware of, and adhere to, RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) and COSSH (Control of Substances Hazardous to Health) regulations.

2.9.2 The Provider shall ensure that all accidents, injuries or dangerous occurrences are recorded in the appropriate manner. All accidents must be investigated and forms submitted to the Authority’s nominated representative, and where appropriate, to the Health and Safety Executive.

2.9.3 The Provider shall provide the Authority with a Health and Safety Plan which will be reviewed as often as appropriate, but at least annually. It must include the necessary arrangements for annual safety audits. The Health & Safety Plan is to be submitted for approval to the Authority before the commencement of services. Each review shall also be submitted to the Authority for approval.

2.9.4 In relation to matters of health and safety, operating instructions shall include, but not limited to:

2.9.4.1 the provision and recording of training given to staff to satisfy first aid and health and safety requirements;

Schedule 2: Statement of Requirements
2.9.4.2 health and safety in the workplace; and

2.9.4.3 the management of body fluid spills.

2.9.5 It shall be the Provider's responsibility on receiving information from the Authority and prior to undertaking any element of the Service to conduct any risk assessment of the activity to be undertaken, and to take all necessary steps to ensure that the activity can be undertaken safely and securely, and that the staffing levels are appropriate to the risk.

2.10 Complaints regarding Provider Services

2.10.1 The Authority considers it essential that Service Users have access to an efficient and reliable mechanism for expressing feedback and making complaints regarding the Services provided by the Provider.

2.10.2 The Provider shall develop, implement and maintain procedures and systems for Service Users to formally provide feedback and raise and seek redress of complaints about the AIRE Services provided under this Contract.

2.10.3 The provider shall provide information on its complaints policy and procedure, in an easy to access format which Service Users can understand, as part of the induction service described in Paragraph 4.4 of this Schedule 2, and when requested by Services Users and other interested parties. This information should include the rights of Service Users to make complaints, a description of how Service Users can make complaints regarding AIRE Services, and the process taken by the Provider to address such complaints.

2.10.4 To enable the effective identification and resolution of Service User complaints, the Provider shall:

2.10.4.1 together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, the AIRE Services they can expect to receive from the Provider;

2.10.4.2 together with any sub-contractor, clearly signpost to all Service Users the process for making complaints;

2.10.4.3 where necessary, provide a demonstration to Service Users on how to make a complaint; and
OFFICIAL

2.10.4.4 together with any sub-contractor, explicitly reassure Service Users that raising a complaint about the Provider shall in no way affect their application for Asylum Support, or the outcome of their Asylum Claim.

2.10.5 Upon receipt of a complaint from a Service User, or Service User representative, the Provider shall seek to resolve the complaint within five (5) Working Days of it being received by the Provider.

2.10.6 If the complaint cannot be resolved to the satisfaction of the Service User within five (5) Working Days, due to the complexity of the complaint or the level of investigation required, the Provider shall clearly communicate to the Service User the action the Provider is taking in response to the complaint, and the proposed timescale for resolution. Such communication to the Service User will occur within five (5) Working Days of the complaint being received by the Provider. The proposed timescales for resolution of the complaint will be reasonable and in proportion to the severity and/or urgency of the complaint, and resolution shall not be unreasonably delayed.

2.10.7 If the Provider fails to resolve the complaint to the satisfaction of the Service User within five (5) Working Days, or within the proposed timescale communicated to the relevant Service User, the Provider shall escalate the complaint to the Authority. The Authority will advise the complainant and if necessary take up the complaint on their behalf. The Provider will inform the complainant when their complaint has been escalated to the Authority.

2.10.8 The Authority reserves the right to undertake an independent investigation into any Service User complaints, and the Provider’s performance in responding and implementing actions in response to such complaints. This investigation will be undertaken by Authority, or the Authority’s designated representative. The Provider will give the Authority, or its designated representative, access to any staff members, records or information relevant to the complaint and the Provider’s response to the same, in a timely manner (normally within five (5) Working Days). The Provider will not unreasonably withhold access to any staff member, records or information.

2.10.9 In the event that the Provider receives a complaint regarding the Provider’s services from a Member of Parliament, the Provider shall immediately notify and refer the complaint to the Authority, along with any response the Provider intends to provide to the relevant Member of Parliament, before any such response is sent.

2.11 Performance Standards and Key Performance Indicators

2.11.1 The Provider shall deliver all services defined in this Schedule 2 to the relevant Performance Standards defined in Sections 2 to 4 and Annex A of this Schedule 2. The Provider shall monitor its performance against these standards.
and maintain a full and auditable record of the degree to which they are satisfied, in a form which can be evidenced to the Authority.

2.11.2 The Provider shall be liable and accountable for the performance of any sub-contractor (material or non-material) or agent.

2.11.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators (KPIs). The Provider shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13 (Performance Management Regime) and Schedule 7 (Contract Management).

2.11.4 The Provider shall note that the Authority regards the Performance Standards as primarily a management tool to be used by both the Provider and the Authority for the purpose of the day-to-day management of the Provider's service delivery.

2.11.5 The KPIs are not aimed at providing a day-to-day management tool, but are the means by which the Provider may provide compensation to the Authority for losses which it suffers as a result of failures in service performance.

2.12 Quality Management

2.12.1 The Provider shall:

   2.12.1.1 manage and administer the quality and level of service delivery and its own performance relating to the delivery of all Services defined in this Schedule 2;

   2.12.1.2 continuously monitor the quality of service delivery and performance, and report outputs to the Authority in accordance with but not limited to the provisions of Schedule 13 (Performance Management Regime), Schedule 7 (Contract Management) and Schedule 14 (Monitoring and Management Information) and any further agreed reporting and record-keeping procedures agreed with the Authority; and

   2.12.1.3 establish quality management policies, processes and procedures in accordance with relevant International or British standards, including but not limited to ISO 9001 Quality Assurance.

2.12.2 The Authority, or its authorised agents, shall:

Schedule 2: Statement of Requirements
2.12.2.1 at its own expense conduct such monitoring and/or audit of the services and the Provider’s monitoring and quality assurance procedures, as agreed with the Provider (such agreement not to be unreasonably withheld or delayed);

2.12.2.2 not be limited in its methods of monitoring and/or audit or the timing of such events; and

2.12.2.3 devise and implement its monitoring and/or audit procedures in such a manner that they do not have a material adverse effect upon either the Provider’s service delivery or their monitoring and quality assurance procedures.

2.12.3 The Authority may, upon reasonable notice (normally five (5) Working Days notice), in conjunction with the Provider, jointly monitor or audit any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority, or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider’s compliance with the Contract. The Provider will give the Authority access to the data and records they require in a timely manner and will not unreasonably withhold access.

2.13 Working with Partners

2.13.1 The Provider shall note that Service Users may receive a range of non-Provider Services from a range of other organisations, such as:

2.13.1.1 Asylum Accommodation and Support Providers;

2.13.1.2 the Asylum Support Payments Provider;

2.13.1.3 the voluntary sector;

2.13.1.4 Local Authority organisations;

2.13.1.5 The Legal Aid Agency;

2.13.1.6 the Authority’s regional offices;

2.13.1.7 other Government Departments, including the Department of Work and Pensions (DWP) and Her Majesty’s Revenue and Customs (HMRC);
2.13.1.8 the Home Office Voluntary Return Service;
2.13.1.9 the National Health Service; and
2.13.1.10 the Police.

2.13.2 The Provider shall work collaboratively with other Providers, Stakeholders, including the Authority and Regional Stakeholders, to help secure the safety and welfare of Service Users, and improve local service delivery.

2.13.3 The Provider shall, during the normal course of its operations, liaise and co-operate with these organisations, as required, so that the interests of the Service Users are best served. This will include, but not be limited to, participation in multi-agency forums or meetings, as required.

2.13.4 The Provider shall operate co-operatively with the Authority’s staff and may also use them as a source of advice and guidance (to the extent reasonable in the circumstances), to help assure the safety and wellbeing of Service Users.

2.13.5 The Provider shall establish appropriate processes, procedures and mechanisms, as it considers necessary, to support cooperation and collaboration with these other organisations.

2.13.6 In particular, the Provider shall understand the voluntary sector and community-based support organisations and networks available to Service Users in the local areas in which they are housed, and shall establish working relationships with these organisations. The Provider will accurately and efficiently signpost Service Users to available local support services, where applicable, and will work and coordinate with local support organisations to ensure the interests of Service Users are best served. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and volumes of signposting, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

2.14 Working with the AASC Provider

2.14.1 The Provider shall note that the requirement on the Provider to act as the single point of contact (SPOC) for Service Users, in accordance with Paragraph 5.1 of this Schedule 2, means that the Provider requires an effective and efficient means of information exchange with the AASC Providers, to ensure that both Parties are able to discharge their contractual obligations effectively.
2.14.2 This information and records to be shared between the Provider and the AASC Providers includes, but is not limited to:

2.14.2.1 the Provider sharing information on the characteristics and needs of Service users at risk of with specific needs, where such needs are identified through contact between Service Users and the AIRE Provider;

2.14.2.2 the Provider referring information relating to Service User reports of Maintenance Issues, requests for assistance and/or complaints regarding the AASC Provider, in accordance with the requirements of Section 5 of this Schedule 2, to enable the AASC Provider to take appropriate action to resolve such issues, requests or complaints;

2.14.2.3 the AASC Provider providing Service User address and contact information;

2.14.2.4 the AASC Provider sharing relevant information on the characteristics and needs of Service Users at risk or with specific needs, or a change in the circumstances of Service Users, to enable the AIRE Provider to tailor their advice and guidance provision to the Service User’s needs; and/or

2.14.2.5 the AASC Provider providing information regarding progress with resolving the Service User issues and complaints, and/or escalating complaints to the Provider where the AASC Provider is unable to resolve the complaint to the satisfaction of the Service User.

2.14.3 The Provider shall note that much of the information and records to be exchanged between the Provider and the AASC Providers may be both time sensitive, and critical to ensuring the safety and wellbeing of Service Users. As such, a reliable and efficient means of exchanging such information between the Provider and the AASC Providers is essential.

2.14.4 The Provider shall be responsible for developing the mechanism and processes to manage, administer and share relevant information and records efficiently and effectively between the Provider and the AASC Providers, seeking input from the AASC Providers, to enable both Parties to discharge their responsibilities under their contracts with the Authority.

2.14.5 The mechanism of data exchange developed by the Provider shall be as streamlined and as efficient as possible, shall be standards based and product agnostic (i.e. data and records shall not be in a proprietary format which is unusable by others) and shall enable information and records to be transferred between the Provider and AASC Provider systems on a timely basis. The Provider shall ensure that data shared with AASC Providers uses standard data types and classifications, which are applied consistently across the Provider and AASC Provider systems, and that, as far as
practical, data is transferred without the need for re-keying onto different systems post transfer, and that data updates and transfers can be performed with as little human Provider-to-AASC Provider interaction as possible.

2.14.6 The Provider shall develop the mechanism and processes to manage, administer and share relevant information with the AASC Providers during the Mobilisation and Transition period, and will agree the mechanism and processes with the AASC Providers prior to the Contract Effective Date.

2.14.7 The mechanism and processes developed by the Provider and agreed with the AASC Providers will be compliant with the Authority’s security requirements defined in Schedule 21 (Security Requirements and Plan) and will be subject to the approval of the Authority before it is used to exchange Service User information.

2.14.8 In addition to the information exchange requirements described above, the Provider shall also work collaboratively with the AASC Providers, to support the wellbeing and best serve the interests of Service Users. The Provider shall establish appropriate processes, procedures and forums, as it considers necessary, to support cooperation and collaboration with the AASC Providers.

2.14.9 Areas of collaborative working between the Provider and the AASC Providers will include, but not be limited to:

- 2.14.9.1 the Provider providing input into the AASC Providers development of their induction materials in Initial Accommodation, and 'move-in' briefing materials in Dispersal Accommodation and Temporary Dispersal Accommodation, including relevant information on local support organisations and available services in the areas in which Service Users will be housed;

- 2.14.9.2 the Provider liaising with the AASC Providers to share good practice regarding the safeguarding and protection of Service Users, and support Continuous Improvement in service delivery; and

- 2.14.9.3 the Provider liaising with the AASC Providers once a Service User receives their asylum decision, to help coordinate a joined-up approach to move-on support for the Service User.

2.14.10 The Provider shall also work collaboratively with the AASC Providers to identify opportunities for continuous improvement, including consideration of cross-system changes to improve the quality and efficiency of service delivery to Service Users, across AIRE and AASC Services. Where the Provider identifies opportunities for cross-system improvements (i.e. across AIRE and AASC Services), the Provider shall propose such opportunities to the Authority for consideration. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks. Any changes to the Contract as a result of the Authority’s acceptance and implementation of such improvements will be managed in accordance with Schedule 16 (Contract Change Control).
2.15 Working with the Asylum Support Payments Provider

2.15.1 The Provider shall note that the requirement on the Provider to act as the single point of contact (SPOC) for Service Users, in accordance with Paragraph 5.1 of this Schedule 2, means that the Provider requires an effective and efficient means of information exchange with the Asylum Support Payments Provider, to ensure that both Parties are able to discharge their contractual obligations effectively.

2.15.2 This information and material to be shared between the Provider and the Asylum Support Payments Provider includes, but is not limited to:

2.15.2.1 the Asylum Support Payments Provider providing Asylum Support Payment Cards for distribution to applicable Service Users by the Provider, in accordance with the requirements of Paragraph 3.10 of this Schedule 2;

2.15.2.2 the Asylum Support Payments Provider providing information on how to register and activate Asylum Support Payment Cards, for the Provider to use in briefing Service Users;

2.15.2.3 the Provider referring Service Users who have contacted the Provider due to issues with their Asylum Support Payments to the Asylum Support Payments Provider;

2.15.2.4 the Provider referring information relating to Service User complaints regarding the Asylum Support Payments Provider, in accordance with the requirements of Section 5.2 of this Schedule 2, to enable the Asylum Support Payments Provider to take appropriate action to resolve such complaints; and/or

2.15.2.5 the Asylum Support Payments Provider providing information regarding progress with resolving the Service User complaint, and/or escalating complaints to the Provider where the Asylum Support Payments Provider is unable to resolve the complaint to the satisfaction of the Service User.

2.15.3 The Provider shall note that much of the information to be exchanged between the Provider and the Asylum Support Payments Provider may be both time sensitive, and critical to ensuring the Service User has access to their subsistence payments. As such, a reliable and efficient means of exchanging such information and material between the Provider and the Asylum Support Payments Provider is essential.
2.15.4 The Provider shall be responsible for developing the mechanism and processes to manage, administer and share relevant information and Service User contact referrals efficiently and effectively between the Provider and the Asylum Support Payments Provider, seeking input from the Asylum Support Payments Provider, to enable both Parties to discharge their responsibilities under their contracts with the Authority.

2.15.5 The provider shall ensure that, in accordance with the requirements of Paragraph 5.4.4 of this Schedule 2, the method of referring Service User contact relating to issues with their Asylum Support Payments or Asylum Support Payment Card is as efficient and streamlined as possible, including the use of call routing where appropriate.

2.15.6 The Provider shall develop the mechanism and processes to manage, administer and share relevant information and Service User referrals with the Asylum Support Payments Provider during the Mobilisation and Transition period, and will agree the mechanism and processes with the Asylum Support Payments Provider prior to the Contract Effective Date.

2.15.7 The mechanism and processes developed by the Provider and agreed with the Asylum Support Payments Provider will be compliant with the Authority’s security requirements defined in Schedule 21 (Security Requirements and Plan) and will be subject to the approval of the Authority before it is used to exchange Service User information.

2.15.8 In addition to the information exchange requirements described above, the Provider shall also work collaboratively with the Asylum Support Payments Provider, to support the wellbeing and best serve the interests of Service Users. The Provider shall establish appropriate processes, procedures and forums, as it considers necessary, to support cooperation and collaboration with the Asylum Support Payments Provider.

2.15.9 The Provider shall also work collaboratively with the Asylum Support Payments Provider to identify opportunities for continuous improvement, including consideration of cross-system changes to improve the quality and efficiency of service delivery to Service Users, across AIRE and Asylum Support Payment Services. Where the Provider identifies opportunities for cross-system improvements (i.e. across AIRE and Asylum Support Payment Services), the Provider shall propose such opportunities to the Authority for consideration. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks. Any changes to the Contract as a result of the Authority’s acceptance and implementation of such improvements will be managed in accordance with Schedule 16 (Contract Change Control).
2.16 Methods of Service Delivery

2.16.1 As noted in Paragraph 2.1, the Provider shall recognise that Service Users may have a diverse range of characteristics, vulnerabilities or special needs, which may impact their ability to access and use Provider Services.

2.16.2 The Provider shall ensure that the required Services are available to all Service Users, regardless of their place of residence within the UK, their Point of Claim or which stage of the Asylum Support process they are in.

2.16.3 The Provider shall ensure that all Services are delivered in a manner which all Service Users can understand, including the use of interpretation services where required.

2.16.4 The Provider shall operate an efficient and reliable system for accurately recording all Service User contact and contact history. Upon request from the Authority, the Provider shall give the Authority access to the system and contact information, as part of Authority reviews and/or audits of the Provider’s service delivery. Such access will be given in a reasonable timescale (normally five (5) Working days), and access will not be unreasonably withheld.

2.16.5 The Provider shall, as far as practical, attempt to resolve Service User contact on a right first time basis, to reduce the need for repeat Service User contact, so long as such contact is within the scope of the Provider’s responsibilities under this Contract.

2.16.6 Face-to-Face service delivery

2.16.7 The Provider shall ensure that Service Users have equality of access to Provider Services, taking account of Service User needs, characteristics, level of agency and levels of literacy. In particular, the Provider shall devise and implement strategies to ensure that Service Users who are vulnerable with specific needs, or who are at risk, in accordance with the indicators described in Annex B, or who are unable to utilise remote or digital methods of communication, are provided with Services in a manner appropriate to their needs, which may include face-to-face service delivery by suitably qualified personnel.

2.16.8 The Provider shall be responsible for determining which form of service delivery is appropriate to the needs of a Service User, and which Service Users may require face-to-face delivery of Provider Services. The Authority will agree the Provider’s approach for identifying and prioritising which Service Users receive face-to-face service delivery prior to the Contract Effective Date. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and volumes of face-to-face service delivery, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

Schedule 2: Statement of Requirements
2.16.9 The Provider shall be responsible for determining their approach to delivering face-to-face services in an effective and efficient manner.

2.16.10 The Provider shall ensure that any locations used for face-to-face service delivery are safe and fit-for-purpose, with a level of privacy appropriate for holding confidential and sensitive conversations with Service Users, and that such locations are within a reasonable travelling time for the Service User (i.e. usually no more than a 30 minute journey by the Service User) and accessible by the Service User, with appropriate access for Service Users with disabilities or mobility impairments. For Service Users within Initial Accommodation, this may include the safe and fit-for-purpose office accommodation provided to the Provider by the AASC Provider.

2.16.11 In the event that a Service User needs to use public transport to travel to their face-to-face appointment with the Provider (and such a journey shall be no longer than the journey time described in Paragraph 2.16.10), the Provider will provide information to the Service User on their eligibility for Additional Asylum Support Payments to cover the costs of such journeys, and assist the Service User with applying for such Additional Asylum Support Payments, where required, in accordance with the requirements set out in Paragraph 4.7 of this Schedule 2.

2.16.12 The Provider shall, when undertaking face-to-face service delivery, consider the nature of the service being provided and the matters for discussion with the relevant Service User (for example, this may include issues with Service Users in the same Dispersal Accommodation) when choosing the location for said face-to-face service delivery. As such, the Service User's Dispersal Accommodation may not be appropriate as a location for face-to-face service delivery. If the Service User's Dispersal Accommodation is deemed appropriate for use by the Provider, approval must be sought from the AASC Provider prior to the face-to-face service being delivered. The Provider should also be aware that once a Service User has departed Initial Accommodation, Initial Accommodation shall no longer be used as a location for face-to-face service delivery to that Service User.

2.16.13 The Provider shall ensure that the Provider Staff, or sub-contractors, responsible for face-to-face service delivery are suitably trained and experienced to deliver the Provider’s Services, and that face-to-face interactions are sufficiently long in duration to enable Service User’s to receive the services they require.

2.16.14 The Provider Staff, or sub-contractors, shall undertake face-to-face service delivery with appropriate professionalism, sensitivity and compassion, and shall promote a culture of openness, honesty and transparency with Service Users in line with the principles of procedural fairness defined in Annex E of this Schedule 2.

2.16.15 The Provider shall maintain an accurate and reliable system to identify and deal with Service User complaints regarding face-to-face service delivery, in accordance with Paragraph 2.10 of this Schedule 2, and identify and respond
appropriately to breaches by Provider Staff, or sub-contractors, of their professional standards or their duty of care to Service Users.

2.16.16  **Contact Centre**

2.16.17  The Provider shall note that the AIRE Service creates a single point of contact for Service Users for contact relating to the Asylum System and Asylum Support. Such Service User contact may be via telephone, or via other electronic or digital means of communication, but the Provider shall note that not all Service Users will have access to computers or similar electronic devices to permit electronic or digital means of communication.

2.16.18  The Provider shall operate a single telephone number which can be used by Service Users to contact the Provider and receive Services remotely via the telephone. The telephone number shall be accessible to Service Users calling from anywhere within the UK, and shall be free of charge for Service Users calling from either landline or mobile telephones within the UK.

2.16.19  The Provider shall ensure that all telephone callers (including minicom / textphone users) have their calls answered within the service level standard detailed in Appendix A (KPI 4) of Schedule 13 (Performance Management Regime). In addition, the Provider shall ensure that Service User calls are not queued for longer than the service level timeframe detailed in Appendix A (KPI 4) of Schedule 13 (Performance Management Regime), before the Service User is connected to a member of the Provider’s Staff who is capable of discussing and resolving the Service User’s call.

2.16.20  If a Service User is disconnected before the reason for their call is resolved, the Provider shall attempt to contact them within one (1) minute of becoming disconnected, where the Service User’s contact details are known by the Provider.

2.16.21  When making outbound calls to Service Users, the Provider shall ensure that Service Users do not incur any costs in receiving calls from the Provider.

2.16.22  The Provider shall ensure that their contact centre(s) are based onshore within the UK.

2.16.23  **Other forms of communication**

2.16.24  The Provider shall implement appropriate approaches and methods to help to reduce the level of demand for contact centre services, through the proactive provision of information and guidance to Service Users. Such methods may include, but not be limited to, information packs and briefing materials, online information and resources and other digital forms of information distribution.
2.16.25 The Provider shall provide an outward-facing website, that as a minimum, will communicate availability of the Services and provide an alternative mechanism for seeking advice and reporting issues. Any website or other digital interface provided by the Provider will be required to demonstrate it is designed and developed to continually meet the Government Digital Service Standards. The Provider shall ensure that Service Users are able to access the website twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year except for planned periods of maintenance that shall be agreed in advance with the Authority and designed to cause minimum interruption to the service. The addition of any third party advertising including positioning will be subject to the approval of the Authority before it is published.

2.16.26 In the event that the Provider provides the facility for Service Users to contact the Provider via electronic and written forms of communication, the Provider shall ensure that such communications are recorded on the Provider’s system and responded to in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime) for any queries relating to issue reporting, Appendix A (KPI 1) of Schedule 13 (Performance Management Regime) for any queries regarding eligibility for Section 95 or Section 98, or Appendix A (KPI 7) of Schedule 13 (Performance Management Regime) for any queries regarding Section 4 support or a change of circumstances. If the communication is received outside of Working Hours or on a non-Working Day, the service level standard detailed in Appendix A (KPI 1, 3 or 7) of Schedule 13 (Performance Management Regime) shall commence from the start of Business Hours on the next Calendar Day.

2.16.27 In the event that the Provider provides an internet based live chat / web chat facility for Service User communications, the Provider shall ensure such communications are answered in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime) for any queries relating to issue reporting, Appendix A (KPI 1) of Schedule 13 (Performance Management Regime) for any queries regarding eligibility for Section 95 or Section 98, or Appendix A (KPI 7) of Schedule 13 (Performance Management Regime) for any queries regarding Section 4 support or a change of circumstances, after the Service User’s request to initiate a live / web chat with the Provider. The Provider shall note that such a facility shall be a complement to, rather than a replacement for, telephone based communications.

2.16.28 The Provider shall retain comprehensive records of contact from Service Users, including but not limited to; the category of the enquiry, Service User details, the duration of the call (where applicable), and any use of interpretation services. The Provider shall ensure that these records can be made available to the Authority, upon request by the Authority, within a reasonable timeframe (normally five (5) Working Days). Access to such records shall not be unreasonably withheld by the Provider.
OFFICIAL

2.17 Service User Experience

2.17.1 The Provider shall proactively monitor Service User experience of Provider services. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency. The Provider shall note that the Authority regards the outputs of the Service User experience monitoring to be primarily a management tool to be used by both the Provider and the Authority for the management of the Provider’s service delivery.

2.17.2 The Provider shall use the intelligence generated from the proactive monitoring of Service User experience, alongside information and material provided by the Authority and third-parties, including the AASC Provider and Asylum Support Payments Provider, to inform Continuous Improvement in service delivery, in accordance with the requirements set out in Paragraphs 2.18 of this Schedule 2.

2.17.3 Where the Authority consider the outputs of the proactive monitoring of Service User experience to indicate a systemic issue or persistent shortfalls in service delivery against the specified standards on the part of the Provider, the Authority may require the Provider to develop and implement a Remedial Plan, in accordance with the provisions of Schedule 7 (Contract Management).

2.18 Continuous Improvement & Modernisation

2.18.1 Continuous Improvement

2.18.2 The Provider shall, in addition to performing the Services in accordance with the requirements of the Authority and Schedule 13 (Performance Management Regime), continually monitor the Services for the purpose of identifying and implementing Continuous Improvement throughout the Contract Term, and as the Services evolve.

2.18.3 The Provider will seek to identify and recommend Continuous Improvements for the Authority’s consideration, which will include but not be limited to the improvement of the quality and efficiency of the Services, including their accuracy, reliability and responsiveness, and the reduction of costs.

2.18.4 Whilst the SFTP shall be used by the Provider to exchange information with the Authority during the Term of the Contract, where the Provider identifies alternative technological solutions which will deliver improvements to the Authority and assist in the execution of this Contract, the Provider will recommend such alternative technological
solutions to Authority for its consideration, along with an impact assessment and a report into their potential costs, benefits and risks.

2.18.5 Modernisation

2.18.6 The Provider shall note that during the Contract Term, changes in technology, methods of communication and Service User expectations regarding preferred forms of communication may occur, and that the efficacy of the AIRE Service relies on it being accessible and usable by Service Users throughout the Contract Term.

2.18.7 As such, the Provider shall monitor changes in technology and social trends, and where appropriate, propose opportunities for innovation or changes in Services and service delivery to the Authority for consideration, provided such Services fall within the scope of this contract. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks.

2.18.8 Any changes to the Contract as a result of the Authority’s acceptance and implementation of such proposals will be managed in accordance with Schedule 16 (Contract Change Control).

2.18.9 The Authority also reserves the right to task the Provider to investigate potential Authority identified changes to Services and service delivery, including the Provider creation of impact assessments and reports into the costs, benefits and risks associated with the identified change. Such activity will be priced with the agreement of the Provider on an ad hoc basis when tasked by the Authority. Any changes to the Contract as a result of the Authority’s acceptance and implementation of such changes will be managed in accordance with Schedule 16 (Contract Change Control).

2.19 Sustainability

2.19.1 The Provider shall, in the execution of the requirements of this Contract, comply with the responsibilities described within the energy component of ISO 50001.

2.19.2 The Provider shall, in the course of its operations under this Contract, seek to mitigate sustainability impacts, such as the reduction of waste (paper and equipment).
2.19.3 The Provider shall work with the Authority to identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development in the delivery of their operations.

2.19.4 The Provider shall develop and invest in skills development and apprenticeships, where appropriate, to build a more skilled and productive workforce and reduce the risks of supply constraints.

2.19.5 The Provider shall seek, in the course of its operations under this Contract, to enhance employment, SME and social enterprise opportunities.

2.19.6 The Provider shall implement prompt payment of sub-contractors and suppliers, in accordance with the principles of membership of the UK Prompt Payment Code (or equivalent).

2.19.7 The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and identifying opportunities to introduce innovation, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.
3 ELIGIBILITY

3.1 Eligibility Definition

3.1.1 The UK government has a duty of care to support individuals and families who are destitute and require support under Section 95 of the Immigration and Asylum Act 1999. Under this care an asylum claimant could apply for Accommodation with Subsistence or Subsistence Only Support.

3.1.2 Where a Service User has been refused asylum, and has exhausted their appeal rights (a Failed Asylum Seekers), but is unable to leave the UK immediately due to circumstances beyond their control, the Service User may be eligible to make an application for Section 4 support. Support provided under Section 4 is accommodation-based and the accompanying subsistence is cashless. A Service User’s eligibility to receive Section 4 support is determined in accordance with the criteria specified in Regulation 3 of the Immigration and Asylum (Provision of Accommodation to Failed Asylum Seekers) Regulations 2005.

3.2 Eligibility Process

3.2.1 A Service User’s eligibility to receive Section 95 support is determined by the Authority, following the submission of an application for Section 95 by, or on behalf of, the Service User and their dependents. Only Service Users who have made an asylum claim are eligible to apply for Section 95 support.

3.2.2 If a Service User claims to be destitute and in need of immediate Accommodation and subsistence, they have a right to apply for temporary Section 98 support where Accommodation and essential living needs will be provided to the Service User and their dependent(s), if applicable, whilst their eligibility for Section 95 is determined.

3.2.3 The Provider shall assist Service Users with the completion of Section 98 and Section 95 applications, where required, and submit these to the Authority, in accordance with the requirements set out in Paragraphs 3.3 and 3.4 of this Schedule 2.

3.2.4 Where Service Users choose to complete Section 95 applications independently, the Provider shall offer a quality assurance service to Service Users, to review their applications and make recommendations to the Service Users regarding necessary changes and/or additions to ensure the application is complete, in accordance with the requirements set out in Paragraph 3.5 of this Schedule 2.
3.2.5 Where a Service User wishes to make an application for Section 4 support, the Provider shall assist the Service User with the completion and submission of the Section 4 application, in accordance with the requirements of Paragraph 3.6 of this Schedule 2.

3.2.6 In the event a Service User chooses to complete a Section 4 application independently, the Provider shall offer a quality assurance service to Service Users, to review their applications and make recommendations to the Service Users regarding necessary changes and/or additions to ensure the application is complete, in accordance with the requirements set out in Paragraph 3.7 of this Schedule 2.

3.2.7 In the event that the Authority refuses an application for support because the application is inaccurate or incomplete, the Provider shall assist the Service User to correct and/or complete their application, and resubmit the application to the Authority, in accordance with the requirements set out in Paragraph 3.8 of this Schedule 2.

3.2.8 In the event that a Service User believes that their application for support has been refused erroneously by the Authority, and the Provider believes that further representations to the Authority would make a material difference to the Authority’s decision, the Provider shall assist the Service User to make a written representation to the Authority. If the Service User believes that their application for support has been refused erroneously by the Authority, but the Provider disagrees and/or the Service User has already made a written representation to the Authority and been refused, if the Service User has a right of appeal, the Provider shall refer the Service User to an independent third-party organisation which is capable of assisting the Service User in appealing the Authority’s decision in compliance with agreed processes, in accordance with the requirements set out in Paragraph 3.9 of this Schedule 2.

3.2.9 In the event that the Provider detects emerging trends in the Authority’s decision making process, the Provider shall notify the Authority and provide information as to basis of the trend, to help inform continuous improvement activity within the Authority, in accordance with the requirements of Paragraph 3.9.6 of this Schedule 2. Such a notification will be supported by trend data and will not be provided on a case-by-case basis.

3.3 S98 Eligibility Assistance

3.3.1 When contacted by, or referred to, Service Users who wish to make an application for Section 98 support, the Provider shall advise the Service User on the process for making a Section 98 support application (currently termed an ‘IA referral form’), including the ‘no-choice’ nature of accommodation provision, the eligibility criteria and evidence requirements for Section 98 support and the assistance available to the Service User in making a Section 98 support application, should they require it.
OFFICIAL

3.3.2 Where required by Service Users, the Provider shall assist Service Users in completing the Section 98 support application to the quality standard required by the Authority, and shall submit the application to the Authority on behalf of the Service User.

3.3.3 The Service Level for the assistance and submission of completed Section 98 support applications is that the Provider shall submit accurately completed forms within fifteen (15) minutes of the completion of the form.

3.3.4 The Provider shall ensure that the Section 98 support application is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 98 support being refused.

3.3.5 The Provider shall submit completed Section 98 support applications to the Authority, along with any required supporting evidence, via a secure electronic means of transmission. The means of secure transmission shall be agreed by the Authority with the Provider prior to Contract Effective Date.

3.3.6 For the avoidance of doubt, the Provider is not responsible for passing judgement on a Service User’s eligibility for Section 98 support. The Provider shall submit to the Authority all Section 98 applications which it receives from Service Users, or it assists Service Users to complete, regardless of the Provider’s judgement as to their likely outcome.

3.4 S95 Application Assistance

3.4.1 When contacted by, or referred to, Service Users who wish to make an application for Section 95 support, the Provider shall advise the Service User on the process for making a Section 95 support application, including the ‘no choice’ nature of accommodation provision, the eligibility criteria and supporting evidence requirements for Section 95 support and the assistance available to the Service User in making a Section 95 support application, should they require it.

3.4.2 The Provider shall maintain Staff in, or near to, Initial Accommodation sites during Working Hours (within the office accommodation provided by the relevant AASC Provider) to provide face-to-face information and assistance with the completion and submission of Section 95 support applications, where required, to Service Users resident in Initial Accommodation.
3.4.3 Where required by Service Users, the Provider shall assist Service Users in completing the Section 95 support application to the quality standard required by the Authority, along with informing the Service User of the necessary evidence they will be required to obtain to support the application, and shall submit the application to the Authority on behalf of the Service User.

3.4.4 The Provider shall submit the completed Section 95 support application, along with necessary supporting evidence, to the Authority in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (Performance Management Regime).

3.4.5 The Provider shall ensure that the Section 95 support application, and necessary supporting evidence, is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 95 support being refused.

3.4.6 The Provider shall submit completed Section 95 support applications to the Authority, along with any required supporting evidence, via the secure means of transmission described in Paragraph 2.7 of this Schedule 2.

3.4.7 When the Provider is submitting supporting evidence for Section 95 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

3.4.8 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User's Section 95 support application. In this event, the Provider shall inform the Service User as to what documents are required, and the process for obtaining them. Once provided by the Service User, the Provider shall send these documents to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (Performance Management Regime). The documents requested by the Authority may vary on a case-by-case basis. The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.

3.4.9 In assisting the Service User in completing their Section 95 support application, the Provider shall provide the Service User with advice and guidance as to whether the Service User's Section 95 support application meets the Authority's eligibility criteria for Section 95 support.

3.4.10 In the event the Provider does not consider that the Service User's circumstances, as evidenced through their Section 95 application, meet the Authority's eligibility criteria for Section 95 support, the Provider shall notify the relevant
Service User of the same, along with an explanation as to why the Provider believes the Service User’s application does not meet the eligibility criteria. The Provider shall explain to the Service User that the Service User still has the right to submit their Section 95 support application, but that it may be refused by the Authority. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

3.4.11 In the event that, following the advice detailed in Paragraph 3.4.10, the Service User still wishes their Section 95 support application to be submitted to the Authority, the Provider shall submit the Section 95 support application on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (Performance Management Regime). In these cases, in addition to submitting the Service User’s support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority’s eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User’s support application meets the Authority’s eligibility criteria.

3.5 S95 Quality Assurance

3.5.1 When contacted by, or referred to, Service Users who wish to make an application for Section 95 support, the Provider shall advise the Service User on the process for making a Section 95 support application, the eligibility criteria and supporting evidence requirements for Section 95 support and the assistance available to the Service User in making a Section 95 support application, should they require it.

3.5.2 In the event that a Service User chooses to complete their Section 95 support application independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User’s completed Section 95 application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Section 95 support applications without the assistance of the Provider. This shall include Service Users resident in Initial Accommodation who choose to complete their Section 95 support applications without the assistance of the Provider.

3.5.3 The Provider’s quality assurance service shall include a review of the Service User’s Section 95 support application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.
OFFICIAL

3.5.4 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Section 95 support application, and shall advise the Service User on how to complete and/or correct a deficient Section 95 support application.

3.5.5 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User, within the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (Performance Management Regime).

3.5.6 The Provider shall also offer to assist the Service User in completing and/or correcting the Service User’s Section 95 support application, and where requested by the Service User, shall deliver such assistance as may be necessary to complete and submit the Service User’s Section 95 support application, in accordance with the requirements of Paragraph 3.4 of this Schedule 2.

3.5.7 In the event that a Service User wishes the Provider to submit a Section 95 support application to the Authority, which the Provider considers to be materially deficient, in terms of correctness and/or completeness, the Provider shall inform the Service User of the importance of ensuring Section 95 support applications are correct and complete, and the potential consequences of submitting incomplete or inaccurate applications, including the potential for the Authority to refuse the support application.

3.5.8 If, after being given the information detailed in Paragraph 3.5.7, the Service User still wishes for the Section 95 support application to be submitted to the Authority, the Provider shall submit the application, along with any supporting evidence, to the Authority on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (Performance Management Regime). In these cases, in addition to submitting the Service User’s support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority’s eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User’s support application meets the Authority’s eligibility criteria.

3.5.9 The Provider shall submit the Service User’s Section 95 support applications to the Authority, along with any supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.

3.5.10 When the Provider is submitting supporting evidence for Section 95 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.
3.6 **Section 4 Application Assistance**

3.6.1 The Provider shall assist Failed Asylum Seekers, who are eligible for support under Section 4 (or in exceptional circumstances, Section 95) of the Immigration and Asylum Act 1999, to apply for support.

3.6.2 When contacted by, or referred to, Service Users who wish to make an application for Section 4 support, the Provider shall advise the Service User on the process for making a Section 4 support application, the eligibility criteria and supporting evidence requirements for Section 4 support and the assistance available to the Service User in making a Section 4 support application, should they require it.

3.6.3 Where required by Service Users, the Provider shall assist Service Users in completing the Section 4 support application, along with informing the Service User of the necessary evidence they will be required to obtain to support the application, and shall submit the application to the Authority on behalf of the Service User.

3.6.4 The Provider shall submit the completed Section 4 support application, along with necessary supporting evidence, to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

3.6.5 The Provider shall ensure that the Section 4 support application, and necessary supporting evidence, is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 4 support being refused.

3.6.6 The Provider shall submit completed Section 4 support applications to the Authority, along with any required supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.

3.6.7 When the Provider is submitting supporting evidence for Section 4 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

3.6.8 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User’s Section 4 support application. In this event, the Provider shall inform the Service User as to what documents are required, and the process for obtaining them. Once provided by the Service User, the Provider shall send these documents to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).
3.6.9 In assisting the Service User in completing their Section 4 support application, the Provider shall provide the Service User with advice and guidance as to whether the Service User’s Section 4 support application meets the Authority’s eligibility criteria for Section 4 support.

3.6.10 In the event the Provider does not consider that the Service User’s circumstances, as evidenced through their Section 4 application, meet the Authority’s eligibility criteria for Section 4 support, the Provider shall notify the relevant Service User of the same, along with an explanation as to why the Provider believes the Service User’s application does not meet the eligibility criteria. The Provider shall explain to the Service User that the Service User still has the right to submit their Section 4 support application, but that it may be refused by the Authority.

3.6.11 In the event that, following the advice detailed in Paragraph 3.6.10, the Service User still wishes their Section 4 support application to be submitted to the Authority, the Provider shall submit the Section 4 support application on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime). In these cases, in addition to submitting the Service User’s support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority’s eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User’s support application meets the Authority’s eligibility criteria.

3.7 S4 Quality Assurance

3.7.1 When contacted by, or referred to, Service Users who wish to make an application for Section 4 support, the Provider shall advise the Service User on the process for making a Section 4 support application, the eligibility criteria and supporting evidence requirements for Section 4 support and the assistance available to the Service User in making a Section 4 support application, should they require it.

3.7.2 In the event that a Service User chooses to complete their Section 4 support application independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User’s completed Section 4 application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Section 4 support applications without the assistance of the Provider.
3.7.3 The Provider’s quality assurance service shall include a review of the Service User’s Section 4 support application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.

3.7.4 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Section 4 support application, and shall advise the Service User on how to complete and/or correct a deficient Section 4 support application.

3.7.5 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User, within the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

3.7.6 The Provider shall also offer to assist the Service User in completing and/or correcting the Service User’s Section 4 support application, and where requested by the Service User, shall deliver such assistance as may be necessary to complete and submit the Service User’s Section 4 support application, in accordance with the requirements of Paragraph 3.6 of this Schedule 2.

3.7.7 In the event that a Service User wishes to submit a Section 4 support application to the Authority, which the Provider considers to be materially deficient, in terms of correctness and/or completeness, the Provider shall inform the Service User of the importance of ensuring Section 4 support applications are correct and complete, and the potential consequences of submitting incomplete or inaccurate applications, including the potential for the Authority to refuse the support application.

3.7.8 If, after being given the information detailed in Paragraph 3.7.7, the Service User still wishes for the Section 4 support application to be submitted to the Authority, the Provider shall submit the application, along with any supporting evidence, to the Authority on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime). In these cases, in addition to submitting the Service User’s support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority’s eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User’s support application meets the Authority’s eligibility criteria.

3.7.9 The Provider shall submit the Service User’s Section 4 support applications to the Authority, along with any supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.
3.7.10 When the Provider is submitting supporting evidence for Section 4 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

3.8 Resubmission of incomplete or incorrect applications

3.8.1 In the event that a Service User’s support application (Section 98, 95 or 4) is rejected by the Authority for being incomplete or incorrect, the Provider shall support the Service User to correct and/or complete all such rejected applications and resubmit them to the Authority.

3.8.2 In the event that a Service User’s support application is rejected by the Authority for being incomplete or incorrect, the Provider will communicate the situation to the relevant Service User, and will explain what action is required to complete and/or correct the relevant support application, including what additional supporting evidence may be required and the process for obtaining it.

3.8.3 The Provider shall assist the Service User in completing and/or correcting the deficient support application.

3.8.4 Once the Service User’s rejected support application is complete, the Provider shall resubmit the support application to the Authority, along with the necessary supporting evidence provided by the Service User.

3.8.5 The Provider shall re-submit the Service User’s support application to the Authority, along with any necessary supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.

3.8.6 Rejected incomplete and/or incorrect support applications shall be completed and re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 1 and 7) of Schedule 13 (PerformanceManagement Regime).

3.8.7 The Provider shall provide quarterly reports to the Authority detailing, for the relevant quarter, the volume of resubmitted asylum support applications, the rate of asylum support application resubmissions as a percentage of total asylum support application submissions, trend data against the rate of asylum support application resubmissions in the preceding quarters and analysis of the principal causes for the number of resubmissions.

Schedule 2: Statement of Requirements
3.9 Refused applications

3.9.1 In the event that the Authority refuses a Service User’s completed application for support (Section 98, 95 or 4) on the basis that the Authority does not consider the Service User to be eligible for support based on the information the Authority has been given, but the Service User believes that the Authority is in error in refusing their application, the Provider may, if the Provider believes a written representation to the Authority will make a material difference to the Authority’s decision:

3.9.1.1 assist the Service User, where they believe a material error has taken place, in drafting a written representation as to why the Service User believes the Authority has made an error in refusing their support application;

3.9.1.2 within five (5) Working Days of the Authority’s decision, submit the Service User’s written representation to the Authority; and

3.9.1.3 submit the written representation to the Authority via a secure electronic means of transmission. The means of secure transmission shall be agreed by the Authority with the Provider prior to Contract Effective Date.

3.9.2 In the event that the Authority refuses a Service User’s completed application for support (Section 98, 95 or 4) on the basis that the Authority does not consider the Service User to be eligible for support based on the information the Authority has been given, but the Service User believes that the Authority is in error in refusing their application, the Provider may, if the Provider does not believe that a written representation to the Authority will make a material difference to the Authority’s decision, or such a written representation has already been made and the Authority has not changed its decision:

3.9.2.1 advise the Service User on their rights to appeal the Authority’s decision and provide information on the appeals process;

3.9.2.2 where a Service User has a right of appeal, signpost the Service User to third-party organisations who may be able to help the Service User in making their appeal; and/or

3.9.2.3 where a Service User has a right of appeal, and where requested by the Service User, within five (5) Working Days of the Authority’s application decision or decision following their review of the Service User written notification, refer the Service User’s case to an independent third-party capable of
OFFICIAL

assisting the Service User in appealing the Authority's decision to refuse the Service Users support application.

3.9.3 For the avoidance of doubt, the Provider should only assist the Service User in submitting a single written notification to the Authority in response to the Authority’s decision on the Service User’s Asylum Support application. Additional written and/or verbal notifications will not be accepted or considered by the Authority.

3.9.4 For the avoidance of doubt, the Provider will not be permitted to represent the Service User during the appeals process against the Authority’s decision to refuse the Service User’s support application.

3.9.5 For the avoidance of doubt, if a Service User has new evidence in support of the Asylum Support application which was not submitted as part of their original Asylum Support application, this should not be provided through the written notification process. Instead, the Provider shall assist the Service User and submit a new Asylum Support application to the Authority on their behalf, with all the necessary evidence, in accordance with the requirements of Paragraphs 3.3, 3.4 and 3.6 of this Schedule 2.

3.9.6 To support continuous improvement within the Authority, the Provider shall provide quarterly trend reports to the Authority detailing, for the relevant quarter, the number of written representations to the Authority regarding potentially erroneous Authority asylum support application decisions, the number of written representations as a percentage of total asylum support applications, the number of Authority asylum support application decisions which were reversed following written representations by a Service User and the Provider’s analysis as to the root causes for the Authority’s erroneous support application decisions. In this quarterly report, the Provider shall also notify and provide evidence to the Authority if the Provider believes that their root cause analysis indicates that there are systemic issues in the way the Authority processes asylum support applications.

3.10 Asylum Support Payment Cards

3.10.1 Once the Authority has determined that a Service User is eligible for Asylum Support, the Service User is entitled to receive subsistence payments from the Authority to pay for their essential living needs. The current method of delivery for Asylum Support subsistence payments is a pre-paid payment card (currently termed an ASPEN card).

3.10.2 In addition, in some cases, Service Users may be entitled to receive their Asylum Support Payment Card before their eligibility for Asylum Support has been determined, if they are being accommodated in Initial Accommodation which is provided by the AASC Provider on a 'self catered' or 'half board' basis. In these cases, the Authority will request that
the Provider issues the relevant Service User with an Asylum Support Payment Card before their eligibility for Asylum Support has been confirmed, so that the Service User can acquire essential living needs in lieu of food provision by the relevant AASC Provider.

3.10.3 Asylum Support Payment Cards are activated by the Asylum Support Payment Provider, who is also responsible for processing payments onto the payment cards.

3.10.4 The Authority shall notify the Provider when a Service User is entitled to receive an Asylum Support Payment Card. Upon notification by the Authority, the Provider shall distribute Asylum Support Payment Cards to relevant Service Users whilst the relevant Service Users are within Initial Accommodation. The Provider shall distribute the Asylum Support Payment Cards to relevant Service Users after the Authority has determined their eligibility for Asylum Support, but before the relocation of Service Users to their Dispersal Accommodation by the AASC Provider, or upon the arrival of the Service User in Initial Accommodation, if said Initial Accommodation is delivered on a ‘self catered’ or ‘half board’ basis, in accordance with Paragraph 3.10.2.

3.10.5 If an Asylum Support Payment Card is distributed to a Service User in Initial Accommodation delivered on a ‘self catered’ or ‘half board’ basis, and the Authority subsequently determines the relevant Service User is not eligible for Asylum Support, the Authority is responsible for ensuring the deactivation of the Service User’s Asylum Support Payment Card.

3.10.6 Once the Provider has distributed an Asylum Support Payment Card to a Service User, the Provider shall:

- 3.10.6.1 notify the Asylum Support Payments Provider that the Asylum Support Payment Card has been distributed to the relevant Service User;
- 3.10.6.2 provide a briefing to the Service User receiving the Asylum Support Payment Card, with supporting materials, which explains:
  - 3.10.6.2.1 the need for the Service User to register with the Asylum Support Payments Provider to activate the Asylum Support Payment Card, and the process for doing so;
  - 3.10.6.2.2 the purpose of the Asylum Support Payment Card (i.e. for essential living needs) and how much money is available on a weekly basis;
  - 3.10.6.2.3 the instructions for using the Asylum Support Payment Card, including demonstrations where necessary;
OFFICIAL

3.10.6.2.4 the importance of the Asylum Support Payment Card as a Service User’s means of financial support and how the Service User can protect their card from fraud and theft;

3.10.6.2.5 where the Asylum Support Payment Card can be used;

3.10.6.2.6 the procedure in the event that the Asylum Support Payment Card becomes lost or is stolen; and

3.10.6.2.7 the contact details for the Provider’s Contact Centre for other Asylum Support Payment related enquiries (see Paragraph 5.4 of this Schedule 2).

3.10.7 The Provider will work closely with both the Asylum Support Payments Provider and the Authority to ensure that the briefings, and supporting material, they provide to Service Users are kept up-to-date. All briefing materials developed by the Provider will be approved by the Authority prior to the Contract Effective Date.
4 ADVICE & GUIDANCE

4.1 Key Principles

4.1.1 A core function for the Provider is to provide impartial advice and guidance to Service Users, throughout the Asylum Support and Asylum Claims processes, through a range of communication channels appropriate to Service User needs and capacity.

4.1.2 The Provider shall note that Service Users shall not be charged for the advice and guidance they are provided by the Provider.

4.1.3 The Provider shall ensure that none of the advice and guidance they provide to Service Users is critical of the Authority's policies or operations, and that no advice and guidance is designed to, or could be reasonably construed to, bring the Authority or its representatives into disrepute.

4.1.4 The Provider shall offer advice and guidance and respond to Service User queries in relation to the following areas:

4.1.4.1 the asylum process and how to claim asylum;
4.1.4.2 the Asylum Support process, what forms of support are available and how to apply for Asylum Support;
4.1.4.3 the rights and obligations of Service Users whilst they are within Asylum Support and/or whilst their asylum claims are being processed;
4.1.4.4 the Key Touch Points (KTPs) within the asylum claims process (as described in Paragraphs 4.2 to 4.9 of this Schedule 2);
4.1.4.5 the process for notifying the Authority of a change in Service User circumstances, including what information the Authority requires from the Service User and how this information is to be provided to the Authority, in accordance with Paragraph 4.6 of this Schedule 2;
4.1.4.6 the process of applying to the Authority for additional Asylum Support entitlements, in accordance with Paragraph 4.7 of this Schedule 2;
4.1.4.7 the status of a Service User’s claim for asylum, in accordance with Paragraph 4.8 of this Schedule 2;
4.1.4.8 the process of Asylum Support cessation and the assistance available to Service Users moving-on from Asylum Support, in accordance with paragraph 4.9 of this Schedule 2; and

4.1.4.9 other services available to Service Users and how to access the same, including signposting Service Users to relevant services and agencies, where appropriate. Such services shall include, but not be limited to:

4.1.4.9.1 health and medical care;
4.1.4.9.2 Local Authority social services;
4.1.4.9.3 educational institution enrolment (for Service Users and/or their dependents);
4.1.4.9.4 legal services and representation;
4.1.4.9.5 the Home Office Voluntary Return Service; and/or
4.1.4.9.6 local voluntary sector / NGO services.

4.1.5 The Provider shall ensure that it is able to provide advice and guidance to Service Users through a variety of channels which a Service User may use to seek advice and guidance. These channels could include, but are not limited to:

4.1.5.1 independent requests for advice and guidance from individual Service Users;
4.1.5.2 induction services provided to Service Users whilst they are within Initial Accommodation;
4.1.5.3 referrals from legal representatives;
4.1.5.4 referrals from the Home Office (which may include the Asylum Screening Unit, Immigration Offices at Ports of Entry or Immigration Enforcement Teams);
4.1.5.5 referrals from voluntary sector organisations; and/or
4.1.5.6 referrals from AASC Providers.

4.1.6 In accordance with Paragraph 2.16.3 of this Schedule 2, all advice, guidance and accompanying materials must be delivered in a language and manner the Service User can understand.

Schedule 2: Statement of Requirements
4.1.7 The remainder of this Section of this Schedule 2 describes the specific advice and guidance to be made available to Service Users at Key Touch Points (KTPs). The Provider shall note, however, that general advice and guidance, in relation to the areas detailed in Paragraph 4.1.3, shall be made available to Service Users at any point in the Asylum Support or Asylum Claims process, where appropriate and when requested by a Service User.

4.2 **KTP 1: Notification of intent to claim asylum**

4.2.1 The Provider shall note that Service Users may claim asylum through a number of locations and channels, including:

4.2.1.1 The Authority’s Asylum Intake Unit;

4.2.1.2 Ports;

4.2.1.3 Police Stations; and

4.2.1.4 Immigration Enforcement teams.

4.2.2 The Provider shall note that Service Users will have different levels of information and understanding of the UK asylum process, depending upon factors such as their point of entry to the UK, time within the UK, their knowledge of the English language and their agency and capacity.

4.2.3 The Provider shall provide advice and guidance to Service Users who contact the Provider and signal their intent to claim asylum. The Provider shall note that such contact could be via a referral from another organisation or agency. In the event of such contact, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

4.2.3.1 information on the Service User’s rights to claim asylum and their obligations whilst they are within the Asylum System, including the limitations on their right to work;

4.2.3.2 information on the process for claiming asylum and where the Service User can claim asylum;

4.2.3.3 information on the asylum process, including the constituent stages and KTPs the Service User will experience as their claim progresses, what they can expect at each stage and the normal timeframes for the Authority to make an asylum decision;
4.2.3.4 information on the potential outcomes of asylum claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority; and

4.2.3.5 information on the Asylum Support available to asylum claimants who are destitute, including the ‘no choice’ nature of accommodation provision, and the process for applying for Asylum Support, in accordance with the requirements set out in paragraphs 3.3 and 3.4 of this Schedule 2.

4.2.4 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.

4.3 KTP 2: Prior to Screening Interview

4.3.1 The Provider shall note that Service Users who have claimed asylum are required to undergo a Screening Interview with the Authority to assist the Authority in determining the validity of their asylum claim.

4.3.2 When requested by a Service User, the Provider shall provide advice and guidance to assist the Service User in preparing for their Screening Interview. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

4.3.2.1 information on the purpose of the Screening Interview;

4.3.2.2 information on how to get to the Screening Interview location stipulated on the letter sent to the Service User by the Authority, if required by the Service User;

4.3.2.3 information on the rights and obligations of the Service User;

4.3.2.4 information on the availability of legal advice and representation and signposting of Service User’s to the Legal Aid Agency, where appropriate;

4.3.2.5 information on the Screening Interview process and what the Service User can expect, including the need to capture biometric data, the role of the Immigration Officer and the availability of interpretation / translation services;
OFFICIAL

4.3.2.6 information on the importance of attending the Screening Interview and the need to be truthful in the Screening Interview;

4.3.2.7 information on the process post the Screening Interview and what the Service User can expect, including the need to report in person to a specified Authority location at regular intervals; and

4.3.2.8 information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.

4.3.3 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.

4.3.4 For the avoidance of doubt, the provision of screening advice does not, and shall not, include the coaching of Service Users in how to answer questions relating to their claim.

4.4 KTP3: Moving into Initial Accommodation (Induction guidance)

4.4.1 The Provider shall provide an Induction Service to Service Users within Initial Accommodation, in accordance with the requirements set out in paragraphs 4.4.4 of this Schedule 2, to help these Service Users to navigate the Asylum System and Asylum Support process, and prepare for Dispersal Accommodation.

4.4.2 The Induction Service shall be provided to Service Users within one (1) Calendar Day of their arrival into Initial Accommodation.

4.4.3 The Induction Service, and supporting briefing materials, shall be provided in a manner and language which the Service User can understand.

4.4.4 The Induction Service shall be composed of a verbal briefing, and written briefing materials, and shall include:

4.4.4.1 information on the rights and obligations of the Service User, including the right to make complaints regarding the Services the Service User receives from the Provider, the AASC Providers and Asylum Support Payments Provider;

Schedule 2: Statement of Requirements
4.4.4.2 information on the asylum process, including the constituent stages and KTPs the Service User will experience as their claim progresses, what they can expect at each stage and the normal timeframes for the Authority to make an asylum decision;

4.4.4.3 information on the potential outcomes of Asylum Claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority, and the availability of move-on support, including the Voluntary Return Service;

4.4.4.4 information on the availability of legal advice and representation and signposting of Service User’s to the Legal Aid Agency, where appropriate;

4.4.4.5 information on the Asylum Support process, including the ‘no choice’ basis of accommodation provision, and the assistance available to Service Users in applying for Asylum Support, in accordance with the requirements in Paragraphs 3.4 and 3.5 of this Schedule 2;

4.4.4.6 information on the process post submission of an Asylum Support application, including the normal timeframes for Authority decisions on Asylum Support applications, and process for moving eligible Service Users to their Dispersal Accommodation;

4.4.4.7 information on the requirement to keep the Authority updated on Change of Circumstances, including the types of Change of Circumstance which the Authority must be notified of, and the process for notifying the Authority (as described in Paragraph 4.6 of this Schedule 2);

4.4.4.8 information on the additional Asylum Support payments available to Service Users, including the relevant eligibility criteria and the process for applying for additional Asylum Support payments (as described in Paragraph 4.7 of this Schedule 2);

4.4.4.9 information on the Provider Single Point of Contact and contact details (as described in Paragraph 5.1 of this Schedule 2);

4.4.4.10 information on the process for making complaints regarding Provider, AASC Provider or Asylum Support Payments Provider services, the process for reporting Maintenance Issues with Accommodation or issues with Asylum Support Payments and the process for requesting assistance, including a demonstration where appropriate, in accordance with the requirements set out in Paragraphs 5.2, 5.3, 5.4 and 5.5 of this Schedule 2;
OFFICIAL

4.4.4.11 information on Asylum Support Payment cards, including how to activate and use them, in accordance with the requirements of Paragraph 3.10.6 of this Schedule 2;

4.4.4.12 information on local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.

4.4.5 In addition to providing its own Induction Service, the Provider shall cooperate with the AASC Providers in the development of the AASC Provider’s induction briefings within Initial Accommodation, to ensure that the information being provided by the Provider and AASC Providers to Service Users is consistent. The AASC Provider’s are responsible for providing two induction briefings to Service Users in Initial Accommodation, upon entry into Initial Accommodation and prior to relocation to their allocated Dispersal Accommodation. The Provider shall note that the AASC Provider’s induction briefings are principally concerned with Accommodation specific information and guidance, but that there are areas of overlap between the AASC Provider induction and the Provider’s induction.

4.4.6 In cooperating with the AASC Providers in the development of their induction briefings, the Provider shall provide information to the AASC Providers concerning the availability of local support networks and voluntary sector and/or community based organisations in the local areas in which Service Users are accommodated, the services these organisations offer to asylum seekers and how Service Users may access these services.

4.4.7 The Provider shall agree the Induction Service briefing material to be delivered Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.

4.5 KTP 4: Prior to Substantive Interview:

4.5.1 The Provider shall note that Service Users who have claimed asylum are required to undergo a Substantive Interview with the Authority to assist the Authority in determining the validity of their asylum claim.

4.5.2 When requested by a Service User, the Provider shall provide advice and guidance to assist the Service User in preparing for their Screening Interview. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

Schedule 2: Statement of Requirements
4.5.2.1 information on the purpose of the Substantive Interview;

4.5.2.2 information on how to get to the Substantive Interview location stipulated on the letter sent to the Service User by the Authority, if required by the Service User;

4.5.2.3 information on the rights and obligations of the Service User;

4.5.2.4 information on the availability of legal advice and representation and signposting of Service User’s to the Legal Aid Agency, where appropriate;

4.5.2.5 information on the Substantive Interview process and what the Service User can expect, including the role of the Immigration Officer and the availability of interpretation / translation services;

4.5.2.6 information on the importance of attending the Substantive Interview and the need to be truthful in the Substantive Interview;

4.5.2.7 information on the process post the Substantive Interview and what the Service User can expect, including the need to report in person to a specified Authority location at regular intervals;

4.5.2.8 information on the potential outcomes of asylum claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority, and the availability of move-on support, including the Voluntary Return Service; and

4.5.2.9 information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.

4.5.3 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.

4.5.4 For the avoidance of doubt, the provision of substantive interview advice does not, and shall not, include the coaching of Service Users in how to answer questions relating to their claim.
4.6 KTP 5: Change of Circumstances Assistance

4.6.1 The Provider shall note that whilst Service Users are within the Asylum System and/or Asylum Support, their situation and circumstances can change, and that Service Users are obliged to notify the Authority of such prescribed changes, as soon as they are practically able to do so, so that the Authority can ensure that Service Users receive the support and assistance they are entitled to.

4.6.2 The full list of changes in Service User circumstances for which the Service User is obliged to notify the Authority are outlined in Annex C of this Schedule 2 and in Regulation 15 of the Asylum Support Regulations 2000. The list includes, but is not limited to:

4.6.2.1 change of the name of a Service User and/or their dependents;

4.6.2.2 addition or removal of a dependent;

4.6.2.3 change of address;

4.6.2.4 change of marital status / change of civil partnership status;

4.6.2.5 hospitalisation;

4.6.2.6 pregnancy;

4.6.2.7 birth of the child of a Service User;

4.6.2.8 imprisonment;

4.6.2.9 death of a dependant;

4.6.2.10 request for an Section 96 exceptional payment;

4.6.2.11 request to move Accommodation; and/or

4.6.2.12 request to adjust Support Payments.

4.6.3 The Provider shall advise Service Users on which events constitute a Change of Circumstances for which the Service User has an obligation to notify the Authority, and will provide advice and guidance to Service Users on how to notify...
the Authority of such changes, through the completion and submission to the Authority of the relevant Change of Circumstances application form, with necessary supporting evidence.

4.6.4 When requested by a Service User, the Provider shall assist the Service User to notify the Authority of a Change of Circumstances. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide assistance which shall include, but not be limited to:

4.6.4.1 providing information on the process for notifying the Authority of Change of Circumstances, and what supporting material is necessary to evidence the relevant Change of Circumstances;

4.6.4.2 assisting the Service User with the completion of the necessary Change of Circumstances application form in English, ensuring the information provided on the Change of Circumstances form is understood and verified by the relevant Service User;

4.6.4.3 informing the Service User of the evidence necessary to support their Change of Circumstances application and providing guidance to the Service User on how to obtain the necessary documents from relevant UK authorities. The evidence required will be in accordance with the Authority’s published guidance, but may include material such as:

4.6.4.3.1 Birth Certificates;

4.6.4.3.2 Marriage Certificates; and/or

4.6.4.3.2 Proof of address.

4.6.4.4 Submitting the completed Change of Circumstances application form, with the necessary supporting evidence provided by the Service User, to the Authority on behalf of the Service User, through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime). The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.

4.6.5 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User’s Change of Circumstances application. In this event, the Provider shall inform the Service User of the required evidence and provide guidance to the Service User on how to obtain the necessary documents. Once the Service User has obtained the relevant evidence, the Provider shall send this evidence to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard.
The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.

4.6.6 When the Provider is submitting supporting evidence for Change of Circumstances applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

4.6.7 In the event that a Service User chooses to complete a Change of Circumstances application form independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User’s completed application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Change of Circumstances applications without the assistance of the Provider.

4.6.8 The Provider’s quality assurance service shall include a review of the Service User’s Change of Circumstances application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.

4.6.9 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Change of Circumstances application, and shall advise the Service User on how to complete and/or correct a deficient Change of Circumstances application.

4.6.10 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User.

4.6.11 In the event that a Service User’s Change of Circumstances application is rejected by the Authority for being incomplete or incorrect, the Provider shall:

   4.6.11.1 communicate the situation to the relevant Service User;

   4.6.11.2 explain to the Service User what action is required to complete and/or correct the relevant Change of Circumstances application, including what additional supporting evidence may be required;

   4.6.11.3 assist Service Users to correct and/or complete all such rejected applications, including the identification of necessary supporting evidence; and

Schedule 2: Statement of Requirements
4.6.11.4 resubmit corrected / completed Change of Circumstances applications to the Authority on behalf of the Service User, through the mechanism described in Paragraph 2.7.3 of this Schedule 2.

4.6.12 Rejected incomplete and/or incorrect Change of Circumstances applications shall be completed and re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

4.7 KTP 6: Additional Support Applications

4.7.1 The Provider shall note that, due to a Service User’s circumstances, or a change in their circumstances, a Service User may apply for Additional Asylum Support Payments.

4.7.2 The process by which a Service User must demonstrate eligibility for Additional Asylum Support Payments varies according to whether the Service User is supported on Section 95 Asylum Support, or Section 4 Asylum Support.

4.7.3 Section 95

4.7.4 Depending on their circumstances, a Service User supported under section 95 of the Immigration and Asylum Act 1999 may be entitled to an Additional Asylum Support Payment:

4.7.4.1 a single, one-off maternity payment may be provided to new mothers receiving Asylum Support Payments to help with the costs associated with a new baby. The evidence for this Additional Asylum Support Payment must be submitted to the Authority no earlier than eight weeks before the baby is born, and no later than six weeks after the baby is born;

4.7.4.2 women who are receiving Asylum Support Payments, and who are pregnant;

4.7.4.3 dependent children under the age of one (1) who are receiving Asylum Support Payments; and/or

4.7.4.4 dependent children between the ages of one (1) and three (3) years of age, who are receiving Asylum Support Payments.

4.7.5 In the case of the payment described in Paragraph 4.7.4.1 above, the additional Asylum Support Payment will be made to the relevant Service User upon the submission of evidence (typically a MAT B1 form and/or birth certificate/s).
4.7.6 The Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for the Additional Asylum Support Payments detailed in Paragraphs 4.7.4.1 to 4.7.4.4 and provide information to applicable Service Users on the process for applying for the Additional Asylum Support payments, the assistance available to Service Users in applying for the Additional Asylum Support payments, any applicable time constraints on applications and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the Additional Asylum Support payments, and will submit the application to the Authority on behalf of the Service User.

4.7.7 In addition to the Additional Asylum Support Payments described above, any recipient of Asylum Support under Section 95 of the Immigration and Asylum Act 1999 may make an application for additional funds under Section 96(2) of that Immigration and Asylum Act 1999. These additional funds are designed to assist the Service User with the purchase of essential living needs which are:

4.7.7.1 different from the needs of asylum seekers in general due to the particular circumstances of the Service User in question, and therefore are not covered by the normal Asylum Support Payment; and/or

4.7.7.2 common to all asylum seekers, but which are more costly to meet for the relevant Service User due to their particular circumstances.

4.7.8 In relation to additional Asylum Support payments under Section 96(2), the Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for the Additional Asylum Support payments under Section 96(2) and provide information to applicable Service Users on the process for applying for the Additional Asylum Support payments, the assistance available to Service Users in applying for the additional Asylum Support payments and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the additional Asylum Support payments under Section 96(2), and will submit the application to the Authority on behalf of the Service User.

4.7.9 The Provider shall, upon completion of the relevant Additional Asylum Support Applications described in Paragraphs 4.7.4.1 to 4.7.4.4 and 4.7.7, submit the completed applications to the Authority through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

4.7.10 Section 4

4.7.11 Depending on their circumstances, a Service User supported under Section 4 of the Immigration and Asylum Act 1999 may be entitled to additional Asylum Support payments Service Users on Section 4 Asylum Support may be entitled to
additional funds, including for travel, communications, clothing for those under 16, maternity and child payments and provision for exceptional needs. The application for such additional Asylum Support payments must be made in writing to the Authority in accordance with the Authority’s requirements.

4.7.12 In relation to additional Asylum Support Payments for Service Users on Section 4 Asylum Support, the Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for additional Asylum Support payments and provide information to applicable Service Users on the process for applying for the additional Asylum Support payments, the assistance available to Service Users in applying for the additional Asylum Support payments and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the Additional Asylum Support payments and will submit the application to the Authority on behalf of the Service User.

4.7.13 The Provider shall, upon completion of the relevant Additional Asylum Support Applications, submit the completed applications to the Authority through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

4.7.14 Resubmission of incomplete or incorrect applications

4.7.15 In the event that a Service User’s additional Asylum Support Application is rejected by the Authority for being incomplete or incorrect, the Provider shall:

4.7.15.1 communicate the situation to the relevant Service User;

4.7.15.2 explain to the Service User what action is required to complete and/or correct the relevant additional Asylum Support Application, including what additional supporting evidence may be required;

4.7.15.3 assist Service Users to correct and/or complete all such rejected applications, including providing information on how the Service User may obtain necessary supporting evidence; and

4.7.15.4 resubmit corrected / completed additional Asylum Support Applications to the Authority on behalf of the Service User.
4.7.16 Rejected incomplete and/or incorrect additional Asylum Support Applications shall be re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (Performance Management Regime).

4.7.17 The Provider shall note that additional Asylum Support Application entitlements and application processes are subject to change. The Authority shall notify the Provider in the event of such changes, and the Provider shall ensure they adhere to changes in the Authority’s policies and procedures set out by the Authority, changing the advice and assistance the Provider provides to Service Users accordingly.

4.8 KTP 7: Asylum applications status update

4.8.1 The Provider shall note that, as the Single Point of Contact for Service User enquiries, the Provider may receive calls from Service Users regarding the status of their Asylum Claim or their Asylum Support application.

4.8.2 The Provider shall note that the status of a Service User’s Asylum Claim or Asylum Support application cannot be determined without access to relevant Authority systems.

4.8.3 In response to such enquiries, the Provider shall provide standardised responses to Service Users, which have been developed by the Provider and agreed with the Authority.

4.8.4 The standardised responses to be provided to Service Users will take into account the normal timescales for Asylum Claim decisions and Asylum Support applications.

4.8.5 The standardised responses will be reviewed at regular intervals by the Provider and the Authority to ensure they adequately reflect the Authority’s processes and procedures, and Authority timescales for decisions.

4.8.6 In the event that the Provider considers the time it has taken the Authority to process a Service User’s Asylum Support application is outside standard processing times, the Provider shall submit a notification to the Authority querying the delay and requesting an update on behalf of the Service User. The Authority’s response to the Provider’s notification may be provided to the Service User by the Provider, when requested by the Authority.

4.8.7 Where the nature of the query by the Service User does not accord with the agreed standard responses, the Provider shall refer the Service User to the relevant UKVI Contact Centre.
4.8.8 In the event that a Service User’s claim for asylum is refused by the Authority, and the Service User has not exhausted their rights to appeal, the Provider shall provide information on the availability of legal representation and signpost Service Users to the Legal Aid Agency or independent, third-party organisations who may be able to assist the Service User with their appeal, where appropriate.

4.9 KTP 8: Post-Asylum Decision Move On Service

4.9.1 The Provider shall note that there are two outcomes for Service Users from their asylum claims, a positive decision or a negative decision.

4.9.2 The Provider shall note that once a Service User has received their asylum decision the entitlement of the Service User to Asylum Support will cease, after a pre-defined ‘grace period’ has elapsed. The duration of each grace period is subject to the outcome of the Service User’s asylum claim, and operates in accordance with Regulation 2(2) of the Asylum Support Regulations 2000.

4.9.3 The Provider shall note that after the pre-defined ‘grace period’ has elapsed, the Service User’s entitlement to Asylum Support will expire.

4.9.4 The Provider will provide advice and assistance to Service Users to assist them in moving-on from Asylum Support effectively, and reduce the risk of Service User destitution.

4.9.5 The remainder of this Paragraph sets out the move-on advice and assistance which shall be provided to Service Users in the event of each of the asylum claim outcomes described in Paragraph 4.9.1 of this Schedule 2.

4.9.6 Positive Decision

4.9.7 In the event that a Service User’s claim for asylum is granted by the Authority, or the Service User is granted any other form of leave to remain, the Authority shall notify the Provider.

4.9.8 The Provider shall contact the Service User within one (1) Working Day of this notification from the Authority to offer a Move-On Service, in accordance with the service level standard detailed in Appendix A (KPI 8) of Schedule 13 (Performance Management Regime).

4.9.9 The Move-On Service provided by the Provider to the granted Service User shall include, but not be limited to:

Schedule 2: Statement of Requirements
4.9.9.1 providing information to the Service User on the length of their ‘grace period’ prior the cessation of their Asylum Support, and the end date of their eligibility for Asylum Support, and confirming that the Service User understands that after this date their eligibility for Asylum Accommodation and/or Subsistence payments will cease, and therefore they will need to vacate their Accommodation, as provided by the AASC Provider on behalf of the Authority, by this date;

4.9.9.2 advising and providing information to the Service User on the steps they must take to secure access to accommodation and mainstream welfare payments prior to the expiry of their eligibility for Asylum Support;

4.9.9.3 advising and providing information to the Service User on how to apply for a National Insurance (NI) number;

4.9.9.4 advising and providing information to the Service User on how to apply for mainstream welfare and access the labour market;

4.9.9.5 booking an appointment on behalf of the Service User with the local Department of Work and Pensions (DWP) office for a ‘work focussed interview’ at a date and time the Service User can attend, and confirming that the Service User understands the reason for the appointment, the appointment date and time and where to go to attend the appointment. For the avoidance of doubt, the purpose of the interview with DWP is to enable DWP staff members to facilitate and advise the Service User on how to access the labour market and transition into mainstream welfare;

4.9.9.6 advising and providing information to the Service User on the documentation required for the DWP appointment, and how to travel to the appointment;

4.9.9.7 following-up with the local DWP office to validate the Service User’s attendance at the appointment and gather feedback about the meeting;

4.9.9.8 signposting Service Users who require housing to the relevant Local Authority housing team, in the area in which the Service User is accommodated, where appropriate; and

4.9.9.9 providing information on, and signposting Service Users to, relevant public services, local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area, including organisations which may be able to assist the
Service User in accessing appropriate housing, employment, welfare or “English for Speakers of Other Languages” (ESOL) courses post-Asylum Support.

4.9.10 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to review and audit the information the Provider provides to Service Users throughout the Contract Term, and to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.

4.9.11 To support the successful and efficient move-on of granted Service Users from Asylum Support, the Provider shall liaise with the relevant AASC Provider to ensure that:

4.9.11.1 the Provider has the Service User’s latest contact details;

4.9.11.2 after a Service User has received their asylum decision from the Authority, the AASC Provider is aware of the Authority’s asylum decision;

4.9.11.3 after a Service User has received their asylum decision from the Authority, the Provider and AASC Provider are providing consistent communications to the Service User regarding the date of the cessation of their Asylum Support, and the steps the Service User must take to secure access to housing and employment or welfare post-Asylum Support; and

4.9.11.4 the Provider and AASC Provider share relevant information and intelligence regarding the needs of the Service User and potential sources of housing for the Service User post-Asylum Support.

4.9.12 To support the successful and efficient move-on of granted Service Users from Asylum Support, the Provider shall develop relationships and liaise with the relevant Local Authorities, to ensure that the move-on advice and information provided to Service Users by the Provider reflects the Service User’s local environment, and aligns with the operating policies and procedures of the relevant Local Authority in which the Service User is accommodated, including in relation to the eligibility of the Service User for social housing, or other forms of housing provision within the Local Authority area.

4.9.13 **Negative Decision**

4.9.14 In the event that a Service User’s claim for asylum is refused by the Authority, and the Service User has exhausted their rights to appeal, the Authority shall notify the Provider.
4.9.15 The Provider shall contact the Service User within one (1) Working Day of this notification from the Authority to offer a Move-On Service, in accordance with the service level standard detailed in Appendix A (KPI 8) of Schedule 13 (Performance Management Regime).

4.9.16 The Move-On Service provided by the Provider to the refused Service User with no further rights of appeal shall include:

4.9.16.1 advising the Service User that in cases where appeal rights have been exhausted, case ownership may transfer to a separate unit within the Home Office and that the Authority will now be expecting the Service User to be making preparations to leave the UK immediately, unless they are unable to leave the UK immediately due to circumstances beyond their control;

4.9.16.2 providing information to the Service User on the date of the cessation of their Asylum Support, and confirming that the Service User understands that after this date their eligibility for Asylum Accommodation and/or Subsistence payments will cease, and therefore they will need to vacate their Home Office provided Accommodation by this date;

4.9.16.3 providing information to the Service User about the Voluntary Return Service, including how and where to make an application for the Voluntary Return Service, what the Service User can expect from the process and the benefits to the Service User from voluntarily choosing to return home;

4.9.16.4 providing information on the Enforced Removal Process and the Family Removals Process, including how the process operates;

4.9.16.5 providing information on the circumstances in which detention could take place, including the purpose of detention, who may be detained and when detention may occur, in accordance with Home Office guidance to be provided to the Provider by the Authority;

4.9.16.6 providing information to the Service User on the need to report in person to a specified Authority location at regular intervals; and

4.9.16.7 advising and providing information to the Service User on the eligibility criteria for Section 4 support, and, where applicable, assisting the Service User to apply for Section 4 support, in accordance with the requirements of Paragraphs 3.5 and 3.6 of this Schedule 2.
4.9.17 The Provider shall, when providing information to the Service User on the Voluntary Return Service, use real life case studies of previous Voluntary Return Service enrollers who have had a successful transition using the scheme. Case studies in support of this requirement shall be shared with the Provider by the Authority.

4.9.18 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to review and audit the information the Provider provides to Service Users throughout the Contract Term, and to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.
5 ISSUE REPORTING

5.1 Single Point of Contact

5.1.1 The Provider shall note that a key role of the Provider is to provide a Single Point of Contact (SPOC) for Service Users within the Asylum and Asylum Support systems. In addition to the provision of Advice and Guidance services described in Section 4 of this Schedule 2, the Provider’s role includes being the SPOC for Service User complaints, reports of issues and requests for assistance, for the services provided by:

- 5.1.1.1 the Provider;
- 5.1.1.2 the AASC Providers; and
- 5.1.1.3 the Asylum Support Payments Provider.

5.1.2 The Provider shall note that types of contact from Service Users (or their representatives) could include:

- 5.1.2.1 Feedback on Asylum Support Services, provided by any of the Provider, the AASC Provider and/or the Asylum Support Payments Provider;
- 5.1.2.2 Complaints about Asylum Support Services, provided by any of the Provider, the AASC Provider and/or the Asylum Support Payments Provider;
- 5.1.2.3 reports of maintenance issues with their Asylum Accommodation provided by the AASC Provider;
- 5.1.2.4 Requests for Assistance, on behalf of themselves or on behalf of other Service Users within Asylum Support; and/or
- 5.1.2.5 queries or reports of issues in relation to their Asylum Support Payments or their Asylum Support Payment Cards.

5.1.3 The Provider shall note that Service User complaints, reports of issues or Requests for Assistance can be high-priority/safety critical, including, but not limited to, reports of unsafe Accommodation or Service Users at risk of imminent destitution, street-homelessness, abuse, suicide or self-harm. As such, and in accordance with Paragraph 2.3.2 of this Schedule 2, the Provider shall ensure that Service Users are able to contact the Provider, twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year, to report:

Schedule 2: Statement of Requirements
5.1.3.1 complaints with any Asylum Support services; and/or
5.1.3.2 Maintenance Issues with their accommodation; and/or
5.1.3.3 high-priority/safety critical Requests for Assistance.

5.1.4 Non high-priority/non-safety critical Requests for Assistance can be deferred to the Provider’s Business Hours.

5.2 Service User complaints

5.2.1 The Provider shall record, manage and resolve Service User complaints relating to the Services provided by the Provider, in accordance with the requirements of Paragraph 2.10 of this Schedule 2.

5.2.2 In relation to reports of complaints received from Service Users regarding the AASC Provider, the Asylum Support Payments Provider or the Authority, the Provider shall provide a complaints administration service. This service shall include:

5.2.2.1 classifying and recording Service User complaints, including the nature of the complaint, the entity to which Service User complaint relates, the date the complaint was raised and the contact details for the Service User who made the complaint;

5.2.2.2 referring the Service User complaint to the appropriate party for resolution, providing said party with the necessary information they would require to investigate and resolve the complaint. The appropriate party in this instance refers to the party or organisation about whom the complaint has been made. For example, complaints about an AASC Provider would be referred to the relevant AASC Provider for resolution, whilst complaints about the Asylum Support Payments Provider would be referred to the Asylum Support Payments Provider;

5.2.2.3 recording activities undertaken by the appropriate party to resolve the Service User’s complaint, as provided by the party responsible for the resolution of the relevant complaint, and recording the date the Service User’s complaint was resolved, as confirmed by the party responsible for the resolution of the relevant complaint;
5.2.2.4 contacting the party responsible for the resolution of the relevant complaint for an update on resolution activities, and recording relevant actions taken by the party responsible for the resolution of the relevant complaint, if the Provider has not received any communications from the party responsible for the resolving the complaint within five (5) Working Days of the Provider referring the complaint.

5.2.3 The Provider shall refer complaints to the appropriate party for resolution in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime), via a secure means of transmission.

5.2.4 In the event that the Provider receives a complaint which indicates that the Service User has been the victim of a crime, in addition to referring the complaint to the party responsible for the resolution of the complaint, the Provider shall also advise the relevant Service User to contact the Police. The Provider shall also immediately notify the Authority of the complaint, via a secure means of transmission to be agreed with the Authority prior to the Contract Effective Date.

5.2.5 The Provider shall be the point of escalation for the Service User’s complaint in the event that:

5.2.5.1 a Service User reports to the Provider that their complaint has not been resolved to their satisfaction, after the time allotted for resolving the complaint has elapsed, or after the party responsible for resolving the complaint has notified the Provider that the complaint has been resolved; or

5.2.5.2 the party responsible for resolving the complaint cannot demonstrate to the Provider the commencement of any activities to resolve a Service User complaint within five (5) working days of the complaint being referred by the Provider.

5.2.6 After a complaint has been escalated to the Provider, the Provider shall:

5.2.6.1 record the Service User’s complaint and the contact details for the Service User;

5.2.6.2 contact the party responsible for resolution of the complaint to ascertain any actions which were taken to resolve the complaint, and, if the party responsible for resolving the complaint considered the complaint closed, their justification for this decision; and

5.2.6.3 assess whether the party responsible for resolving the complaint has taken necessary and appropriate steps to resolve the complaint within the allotted timescale for resolving the complaint, and whether any proposed resolution of the complaint was in accordance with the relevant party’s service requirements.

Schedule 2: Statement of Requirements
5.2.7 In the event that the Provider considers the actions taken by the party responsible for the resolution of the complaint to have been inappropriate, insufficient, incomplete and/or not in accordance with their service requirements, the Provider shall:

5.2.7.1 notify the party responsible for the resolution of the complaint of the Provider’s assessment and advise the relevant party of actions necessary to resolve the complaint;

5.2.7.2 agree an appropriate and reasonable timeframe with the relevant party for the resolution of the complaint; \textit{and}

5.2.7.3 contact the Service User who made the complaint to notify them of the action to be taken by the relevant party and the proposed timeframe for resolution of the complaint.

5.2.8 If the party responsible for the resolution of the complaint does not agree with the Provider’s assessment and proposed actions to resolve the complaint, the Provider shall escalate the complaint to the Authority for investigation. Following the escalation of the complaint to the Authority for investigation, the Provider will notify the Service User who made the complaint that their complaint has been escalated to the Authority.

5.2.9 In the event that the Provider considers the actions taken by the party responsible for the resolution of the complaint to have been appropriate and reasonable, and in accordance with their service requirements, the Provider shall:

5.2.9.1 notify the party responsible for the resolution of the complaint of the Provider’s assessment;

5.2.9.2 contact the Service User who made the complaint to notify them that the Provider considers the actions taken by the relevant party to resolve the complaint to have been appropriate and reasonable, and in accordance with their service requirements.

5.2.10 If the Service User who made the complaint does not agree with the Provider’s assessment, the Provider shall escalate the complaint to the Authority for investigation. Following the escalation of the complaint to the Authority for investigation, the Provider will notify the Service User who made the complaint that their complaint has been escalated to the Authority.

5.2.11 To help ensure that Service User complaints can be appropriately captured and complaints MI reported to the Authority, the Provider shall develop and implement an approach for classifying complaints, based on their levels of urgency and severity. This approach shall be agreed with the Authority prior to the Contract Effective Date. For the avoidance of doubt, all complaints shall be referred to the appropriate party for their resolution, in accordance with the requirements.
OFFICIAL

of Paragraphs 5.2.1 to 5.2.10 (inclusive), regardless of their classification. The purpose of the classification is to improve the quality and utility of the complaints MI reported to the Authority, and to help the Authority to understand the relative seriousness and criticality of complaints within the Asylum Support System.

5.2.12 The Provider shall report the volume of Service User complaints made to the Provider, by their classification, geographic region and the party responsible for their resolution, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management).

5.3 Maintenance Issues with Asylum Accommodation

5.3.1 In the event that a Service User (or their representative) contacts the Provider to report a maintenance issue with their Asylum Accommodation, the Provider shall provide a service to classify, log and refer the maintenance issue to the relevant AASC Provider for remedy.

5.3.2 This service shall include:

5.3.2.1 classifying and recording reported maintenance issues, in accordance with criteria provided by the Authority, including the nature of the maintenance issue and any additional details the Service User can provide to help support the accurate classification of the maintenance issue, the impact of the maintenance issue, the property to which the maintenance issue relates, the date the maintenance issue was reported and the contact details for the Service User who reported the maintenance issue;

5.3.2.2 informing the Service User (or their representative) of the Provider’s classification of the severity of the maintenance issue, and the maximum response time the AASC Provider has to remedy the reported maintenance issue. The Provider’s classification of the severity of the reported maintenance issue, and the relevant maximum response time, shall be based on the information given to the Provider by the Service User, and shall be in accordance with criteria provided by the Authority;

5.3.2.3 referring the reported maintenance issue to the relevant AASC Provider responsible for the Asylum Accommodation for remedy, providing the relevant AASC Provider with the Provider’s classification of the reported maintenance issue and the necessary information the AASC Provider requires to investigate and remedy the maintenance issue; and
5.3.2.4 recording the date of the remedy of the reported maintenance issue, as confirmed by the relevant AASC Provider responsible for the remediing the maintenance issue.

5.3.3 The Provider shall refer reported maintenance issue to the relevant AASC Provider for their remedy in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime).

5.3.4 The Provider shall refer reported maintenance issue to the relevant AASC Provider responsible for their remedy via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.14.4 of this Schedule 2.

5.3.5 The Provider shall note that following investigation of the reported maintenance issue by the AASC Provider responsible for its remedy, the AASC Provider may dispute the Provider’s classification of the severity of the reported maintenance issue. In this event:

   5.3.5.1 the AASC Provider shall notify the Provider of the change to the classification of the maintenance issue and the reasons why the AASC Provider has reclassified the maintenance issue;

   5.3.5.2 the Provider shall record the change to the classification of the maintenance issue and the AASC Provider’s reasons for changing the classification of the reported maintenance issue; and

   5.3.5.3 the Provider shall contact the Service User who reported the maintenance issue to notify them of a change in the maximum response time permitted to the AASC Supplier to remedy the maintenance issue, and provide them with the reasons for the change to the maximum response time, if applicable.

5.3.6 For the avoidance of doubt, the Provider shall note that the AASC Provider shall be responsible for remediing the maintenance issue in accordance with the response time allowed by the Authority. In the event that the AASC Provider reclassifies a maintenance issue, the response time on the AASC Provider to remedy the issue is still assumed to commence from when the AASC Provider is notified of the relevant maintenance issue, not from when the maintenance issue is reclassified, even if the maximum response time for the AASC Provider to remedy the issue increases following the AASC Provider’s reclassification of the maintenance issue.

5.3.7 The Provider shall report the number of reported maintenance issue which are reclassified by the AASC Providers, the change in the classification of the maintenance issue and the reasons for the change in the classification provided by the AASC Providers to the Authority, as part of the Provider’s monthly reporting to the Authority detailed in Paragraph 5.3.12 of this Schedule 2. The Authority shall use this information to informed its inspection and contract management activities to ensure the contractual compliance of the AASC Providers.
5.3.8 The Provider shall note that efficiency and effectiveness of maintenance issue referrals can be improved with the more accurate classification of maintenance issue at the point at which they are reported. To support the accurate classification of maintenance issues at the point at which the maintenance issue is reported, the Provider shall:

5.3.8.1 ensure Provider Staff have sufficient knowledge of Asylum Accommodation reactive maintenance classification criteria and their relevant response times for remedy, as provided by the Authority;

5.3.8.2 work collaboratively with AASC Providers to continuously improve the process of classifying reported maintenance issue, based on learning from experience. This shall include, but not be limited to, changing or adding to the questions the Provider asks Service Users to improve the diagnostic of maintenance issues, reducing areas of uncertainty implied by the Authority’s reactive maintenance classification criteria and identifying opportunities to improve the efficiency and timeliness of the maintenance issue referral mechanism and subsequent maintenance task generation.

5.3.9 In the event that the Provider identifies opportunities to improve the accuracy and effectiveness of the Authority’s reactive maintenance classification criteria, the Provider shall notify the Authority in accordance with the requirements of Paragraph 2.17 of this Schedule 2.

5.3.10 For the avoidance of doubt, the Provider shall note that the report of a maintenance issue does not constitute a complaint. It is to be expected that from time to time, maintenance issue will occur in Asylum Accommodation and the purpose of the AASC Provider’s maintenance regime is to remedy such Maintenance Issues.

5.3.11 In the event, however, that a Service User (or their representative) contacts the Provider and reports that a maintenance issue which has already been reported to the Provider has not been remedied within the maximum response time allowed by the Authority, this shall constitute a complaint regarding the relevant AASC Provider’s service delivery, and will be managed by the Provider in accordance with the requirements of Paragraph 5.2 of this Schedule 2.

5.3.12 The Provider shall report the volume of reported maintenance issue made to the Provider by Service Users, by their classification, geographic region and the AASC Provider responsible for their remedy, to the Authority on a monthly basis, along with the information described in Paragraph 5.3.7 of this Schedule 2, in accordance with the requirements of Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management).
5.4 Issues with Asylum Support Payments

5.4.1 In the event that a Service User (or their representative) contacts the Provider to report an issue with their Asylum Support Payments or their Asylum Support Payments Card, the Provider shall provide a service to classify, log and refer the issue to the Asylum Support Payments Provider for resolution.

5.4.2 Service User issues with their Asylum Support Payments may include, but not be limited to:

5.4.2.1 lost or stolen cards;
5.4.2.2 fraudulent activity on the card;
5.4.2.3 forgotten the card’s Personal Identification Number (PIN) or a new PIN required;
5.4.2.4 incorrect Asylum Support Payments; and/or
5.4.2.5 failure to receive their Asylum Support Payment.

5.4.3 The service provided by the Provider to Service Users with issues with their Asylum Support Payments shall include:

5.4.3.1 classifying and recording the Service User’s issue, the date the issue was reported and the contact details for the Service User who reported the issue; and
5.4.3.2 referring the issue to the Asylum Support Payments Provider for resolution.

5.4.4 The Provider shall refer the Service User’s issue to the Asylum Support Payments Provider in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime). The Provider shall ensure that, as far as practical, the referral of the Service User’s issue is as efficient and streamlined as possible, including the use of call routing where appropriate.

5.4.5 The Provider shall refer reported Asylum Support Payment issues to the Asylum Support Payment Provider for their resolution via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.15.4 of this Schedule 2.

5.4.6 To help ensure that Service User issues with their Asylum Support Payments can be appropriately captured and referred to the Asylum Support Payments Provider, the Provider shall develop and implement an approach for classifying issues by their type, with input from the Asylum Support Payments Provider to ensure it aligns with their...
processes and procedures. This approach shall be agreed with the Asylum Support Payments Provider and the Authority prior to the Contract Effective Date.

5.4.7 The Provider shall report the volume of Asylum Support Payment issues made to the Provider by Service Users, by their classification, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*).

5.4.8 For the avoidance of doubt, the Provider shall note that the report of an issue with a Service User’s Asylum Support Payments does not constitute a complaint.

5.4.9 In the event, however, that a Service User (or their representative) contacts the Provider and reports that an issue with a Service User’s Asylum Support Payment Card which has already been reported to the Provider and has not been resolved within the maximum response time allowed by the Authority (to be provided to the Provider by the Authority), this shall constitute a complaint regarding the Asylum Support Payment Provider’s service delivery, and will be managed by the Provider in accordance with the requirements of Paragraph 5.2 of this Schedule 2.

5.5 Requests for Assistance

5.5.1 The Provider shall note that, in accordance with the requirements of Paragraph 5.1.2 of this Schedule 2, the Provider’s role as SPOC for Service User communications includes Service User Requests for Assistance.

5.5.2 Service User Requests for Assistance relate to communications from Service Users regarding risks to their health and wellbeing, or concerns over their welfare. The Provider shall note that such Requests for Assistance are distinct from the general Service User contact for advice and guidance described in Section 4 of this Schedule 2, due to the Service User safety and wellbeing aspect of such communications. Requests for Assistance from Service Users may include, but not be limited to:

- reports of actual or suspected child neglect and/or other child welfare issues;
- reports of actual or suspected instances of domestic abuse;
- reports of actual or suspected Service User involvement in, or vulnerability to, extremism and/or radicalisation;
5.5.2.4 reports of actual or suspected sexual harassment and/or exploitation of Service Users or their dependents;
5.5.2.5 reports of instances of violent and/or anti-social behavior perpetrated by, or directed at, Service Users;
5.5.2.6 reports of criminal activity by other Service Users;
5.5.2.7 reports of actual or suspected fraudulent claims for Asylum Support;
5.5.2.8 request from a Service User to be absent from Asylum Accommodation for a period of time for a legitimate reason;
5.5.2.9 reports of Service Users occupying Asylum Accommodation which has not been allocated to them;
5.5.2.10 reports of non-Service Users occupying Asylum Accommodation;
5.5.2.11 reports of destitution or street-homelessness, or imminent destitution; and/or
5.5.2.12 concerns over medical conditions or healthcare needs.

5.5.3 The Provider shall provide a service to classify, log and refer Service User Requests for Assistance to the appropriate party to take action to resolve the Request. In most cases, this will be the relevant AASC Provider responsible for the Asylum Accommodation in which the Service User is housed. This service shall include:

5.5.3.1 classifying and recording the Request for Assistance, including the nature of the Request for Assistance and any additional details the Service User can provide to help support the accurate classification of the Request for Assistance, the urgency of the Request for Assistance, the impact of the underlying issue or concern, the date the Request for Assistance was made and the contact details for the Service User who made the Request for Assistance;
5.5.3.2 contacting the appropriate emergency service, in the event that the Service User's Request for Assistance represents an immediate risk to the health and wellbeing of a Service User and the Service User has not already done so;
5.5.3.3 referring the Request for Assistance to the relevant AASC Provider responsible for the Asylum Accommodation in which the Service User is housed for resolution, providing the relevant AASC Provider with the necessary information the AASC Provider requires to resolve the Service User's
OFFICIAL

Request for Assistance, and notifying the relevant AASC Provider if the emergency services have been contacted, where applicable; and

5.5.3.4 recording the action taken by the relevant AASC Provider to resolve the Request for Assistance, as provided by the relevant AASC Provider, and the date the Service User’s Request for Assistance was resolved, as confirmed by the relevant AASC Provider.

5.5.4 The Provider shall refer Service User Requests for Assistance to the relevant AASC Provider responsible for their resolution via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.14.4 of this Schedule 2, within the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime).

5.5.5 The Provider shall note that Service User Requests for Assistance may have differing levels of urgency and importance, depending on the specific nature of the request and the circumstances and needs of the Service User involved and/or the Service User making the request (for example, if dependent children are affected). As such, the urgency of a Provider’s response to a given Request for Assistance may be determined by the severity and urgency of the issue in question.

5.5.6 The Provider shall develop and implement an approach to classifying Requests for Assistance, based on their levels of urgency and severity, taking account of existing good practice frameworks and methodologies. This approach shall be agreed with the Authority prior to the Contract Effective Date. This approach should be capable of identifying and segmenting high-priority/safety critical Service User Requests for Assistance. The Provider shall, in developing their approach to classifying Requests for Assistance, give due importance to Requests for Assistance which are of a medical nature, which concern the welfare of children and/or which concern domestic abuse or imminent risks to Service User safety and welfare.

5.5.7 In the event that the Provider judges a Service User Request for Assistance to be high-priority/safety critical, in addition to delivering the services described in Paragraph 5.5.3 of this Schedule 2, the Provider shall notify the Authority of the Request for Assistance and the information on the relevant request given to the AASC Provider.

5.5.8 The Provider shall ensure that Service Users are able to report high-priority/safety critical Requests for Assistance to the Provider twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year, and that the Provider is able to refer such Requests for Assistance to the AASC Provider and the Authority on the same basis.

5.5.9 The Provider does not have to provide a 24/7 service for recording and referring non high-priority/non-safety critical Requests for Assistance. Such non high-priority/non-safety critical Requests for Assistance will be assumed to

Schedule 2: Statement of Requirements
OFFICIAL

5.5.10 For the avoidance of doubt, with the exception of contacting the relevant emergency service where appropriate, in accordance with Paragraph 5.5.3.2 of this Schedule 2, or fulfilling their contractual requirements set out in Sections 1 to 4 of this Schedule 2, the role of the Provider is to refer Requests for Assistance to the relevant AASC Provider, so that the AASC Provider can take action to resolve them in accordance with their contractual obligations to the Authority (for example, by relocating Service Users, or notifying relevant social care teams). It is not the Provider’s responsibility to resolve the Request for Assistance on behalf of the Service User.

5.5.11 The Provider shall, however, be cognisant of Service User Requests for Assistance, and AASC Provider actions in response to the same, in how it delivers the Services under this Contract to Service Users. This may include using service delivery channels appropriate to the needs of the Service User (for example, face-to-face assistance), and ensuring that Service User records are maintained accurately and Service User data is protected (for example, if a Service User has a change of address following reports of domestic abuse).

5.5.12 To ensure that the Provider is able to tailor its Services to the needs of Service Users, where AASC Providers identify Service User Requests for Assistance as part of their regular inspection and compliance activities, the AASC Providers are required to notify the Provider of such requests, as part of their contractual obligations to the Authority. The Provider is not expected to take any direct action in response to such notifications from AASC Providers, but will consider the information provided in determining how best to deliver the Services under this Contract to the relevant Service User.

5.5.13 The Provider shall report the volume of Service User Requests for Assistance made to the Provider, either directly from Service Users or via notifications from the AASC Providers, by their classification and geographic region, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (Monitoring and Management Information) and Schedule 7 (Contract Management).

5.6 Service User Feedback

5.6.1 The Provider shall note that, in accordance with the requirements of Paragraph 5.1.2 of this Schedule 2, the Provider’s role as SPOC for Service User communications includes Service User Feedback.

5.6.2 Service User Feedback relates to communications from Service Users which are not:
5.6.2.1 complaints about the services provided by the Provider, AASC Providers or the Asylum Support Payments Provider;

5.6.2.2 reports of Maintenance Issues with Asylum Accommodation;

5.6.2.3 Requests for Assistance; or

5.6.2.4 related to the services described in the other Sections of this Schedule 2.

5.6.3 Rather, Feedback may relate to positive communications from Service Users about aspects of service delivery within Asylum Support, or general expressions of dissatisfaction about aspects of a Service User’s time in Asylum Support which are not within the direct control of a provider, and therefore do not have a pre-defined contractual process for response (for example, dissatisfaction over an untidy housemate or a lack of people of the same nationality in the area in which their Asylum Accommodation is located).

5.6.4 The Provider shall provide a service to record and refer Service User Feedback to the party the Feedback relates to, via a secure means of transmission. For the avoidance of doubt:

5.6.4.1 Feedback related to the Provider shall be recorded by the Provider;

5.6.4.2 Feedback related to Asylum Accommodation or the area in which a Service User is located shall be referred to the relevant AASC Provider;

5.6.4.3 Feedback related to Asylum Support Payments shall be referred to the Asylum Support Payments Provider; and/or

5.6.4.4 Feedback related to other aspects of Asylum Support should be referred to the Authority.

5.6.5 The Provider shall record Service User Feedback and refer the Feedback to the party the Feedback relates to in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (Performance Management Regime).

5.6.6 In the event that Feedback relates to the Provider, the Provider shall use such information to inform Continuous Improvement, in accordance with the requirements of Paragraph 2.17 of this Schedule 2.
6 ANNEXES

A. ANNEX: SERVICE LEVELS 92
B. ANNEX: VULNERABLE AND AT RISK SERVICE USERS 101
C. ANNEX: CHANGE OF CIRCUMSTANCES 103
D. ANNEX: ISSUE REPORTING PROCESS DIAGRAMS 105
E. ANNEX: PROCEDURAL FAIRNESS 108
A. ANNEX: SERVICE LEVELS

A.1.1 The table below details the service levels, in terms of performance standards and time, for the relevant aspects of service delivery detailed in this Schedule 2.

A.1.2 The service levels detailed in the table below should be in accordance with the performance standards detailed in Schedule 13 (Performance Management Regime). Where there is a disagreement between the service levels in the table below and Schedule 13 (Performance Management Regime), the terms of Schedule 13 (Performance Management Regime) shall prevail.

<table>
<thead>
<tr>
<th>SOR Section</th>
<th>Subject</th>
<th>Service Requirement</th>
<th>Timeframe</th>
<th>Paragraph Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Requirements</td>
<td>Safeguarding</td>
<td>Notify the Authority and relevant AASC Provider where the Provider believes, or has reasonable ground to suspect, that a Service User is at risk, or has specific needs, and where the Service User has not already been identified as being at risk or with specific needs.</td>
<td>Within 24 hours of being identified.</td>
<td>2.6.2</td>
</tr>
<tr>
<td>General Requirements</td>
<td>Complaints regarding Provider Services</td>
<td>The Provider shall seek to resolve Service User complaints regarding the Provider's Services under this Contract.</td>
<td>Within five (5) Working Days of the complaint being received by the Provider.</td>
<td>2.10.5</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
## General Requirements

### Complaints regarding Provider Services

If a complaint cannot be resolved within five (5) Working Days, the Provider shall notify the Service User who made the complaint of the expected resolution timeframe. The proposed timescales for resolution of the complaint will be reasonable and in proportion to the severity and/or urgency of the complaint.

Within five (5) Working Days of the complaint being received by the Provider.

---

<table>
<thead>
<tr>
<th>General Requirements</th>
<th>Methods of Service Delivery - Contact Centre</th>
<th>The Provider shall ensure that all telephone callers (including minicom / textphone users) have their calls answered.</th>
<th>All calls answered within one (1) minute.</th>
<th>2.10.6</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Requirements</td>
<td>Methods of Service Delivery - Contact Centre</td>
<td>After their call is answered, the Service User is connected to a member of the Provider’s Staff who is capable of discussing and resolving the Service User’s call.</td>
<td>All calls queued for a maximum of three (3) minutes before connected to a member of the Provider’s staff.</td>
<td>2.16.19</td>
</tr>
<tr>
<td>General Requirements</td>
<td>Methods of Service Delivery - Contact Centre</td>
<td>If a Service User is disconnected before the reason for their call is resolved, the Provider shall contact them, where the Service User’s contact details are known by the Provider.</td>
<td>Service User contacted by the Provider within one (1) minute of the call being disconnected.</td>
<td>2.16.20</td>
</tr>
</tbody>
</table>
### General Requirements

<table>
<thead>
<tr>
<th>Methods of Service Delivery - Other Forms of Communication</th>
<th>The Provider shall respond to electronic and written forms of Service User communication. If the communication is received outside of Business Hours or on a non-Working Day, the service level standard shall commence from the start of Business Hours on the next Working Day.</th>
<th>All electronic and written forms of communication responded to by the provider within thirty (30) minutes of the contact being received.</th>
<th>2.16.25</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Methods of Service Delivery - Other Forms of Communication</th>
<th>The Provider answers contact from Service Users through live / web chat.</th>
<th>All live / web chat contact from Service Users answered within thirty (30) minutes of the contact being received.</th>
<th>2.16.26</th>
</tr>
</thead>
</table>

### Eligibility

<table>
<thead>
<tr>
<th>S98 Eligibility Assistance</th>
<th>The Provider shall submit completed Section 98 support applications to the Authority on behalf of Service Users.</th>
<th>Completed applications submitted within 15 minutes of the completion of the form.</th>
<th>3.3.3</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>S95 Application Assistance</th>
<th>The Provider shall submit the completed Section 95 support applications to the Authority on behalf of Service Users.</th>
<th>Completed applications submitted within an average of five (5) working days of the request being received from the Service User.</th>
<th>3.4.4</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>S95 Application Assistance</th>
<th>When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their</th>
<th>Additional evidence submitted to the Authority within an average of five (5) working days of the additional evidence being provided by the Service User.</th>
<th>3.4.8</th>
</tr>
</thead>
</table>

---

Schedule 2: Statement of Requirements
| Eligibility | S95 Quality Assurance | The Provider shall complete the quality assurance service and either:  
- Advise the Service User of required changes / corrections to their support application; or  
- Submit completed applications to the Authority on behalf of the Service User. | Applications subject to quality assurance and advice given to the Service User or completed applications submitted to the Authority within an average of five (5) working days of being contacted by the Service User to quality assure their support application. | 3.5.5 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td>Section 4 Application Assistance</td>
<td>The Provider shall submit the completed Section 4 support applications to the Authority on behalf of Service Users.</td>
<td>Completed applications submitted within an average of three (3) working days of the request being received from the Service User.</td>
<td>3.6.4</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Section 4 Application Assistance</td>
<td>When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their Section 4 Asylum Support application.</td>
<td>Additional evidence submitted to the Authority within an average of three (3) working days of the additional evidence being provided by the Service User.</td>
<td>3.6.8</td>
</tr>
</tbody>
</table>
| Eligibility | Section 4 Quality Assurance | The Provider shall complete the quality assurance service and either:  
- Advise the Service User of required changes / corrections to their support application; or  
- submit completed applications to the Authority on behalf of the Service User. | Applications subject to quality assurance and advice given to the Service User or completed applications submitted to the Authority within an average of three (3) working days of being contacted by the Service User to quality assure their support application. | 3.7.5 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td>Resubmission of incomplete or incorrect applications</td>
<td>The Provider shall resubmit support applications which have been rejected by the Authority for being incomplete and/or incorrect.</td>
<td>Completed applications re-submitted within the target time for completion of the original form.</td>
<td>3.8.6</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Refused Applications</td>
<td>Where applicable, the Provider shall submit a Service User’s written representation to the Authority regarding the Authority’s refusal of the Service User’s Asylum Support application.</td>
<td>Written representation submitted to the Authority within five (5) working days of the Authority’s original decision on a Service User’s Asylum Support application.</td>
<td>3.9.1.2</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Refused Applications</td>
<td>Where applicable, and where a Service User has a right of appeal, refer the Service User’s case to an independent third-party capable of assisting the Service User in appealing the</td>
<td>Referral to a relevant independent 3rd party within five (5) working days of the Authority’s original decision on a Service User’s Asylum Support application or the Authority’s decision on the Service User’s</td>
<td>3.9.2.3</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>Authority’s Asylum Support application decision.</th>
<th>written representation in response to the Authority’s original decision (as applicable).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility</td>
<td></td>
</tr>
<tr>
<td>Asylum Support Payment Cards</td>
<td>Distribute Asylum Support Payment Cards to relevant Service Users.</td>
</tr>
<tr>
<td></td>
<td>Distribute Asylum Support Payment Cards to relevant Service Users whilst they are still resident in Initial Accommodation</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Advice &amp; Guidance</td>
<td></td>
</tr>
<tr>
<td>KTP 3: Moving into Initial Accommodation (Induction guidance)</td>
<td>The Provider shall provide an Induction Service to Service Users within Initial Accommodation to help these Service Users to navigate the Asylum System and Asylum Support process, and prepare for Dispersal Accommodation.</td>
</tr>
<tr>
<td></td>
<td>Within one (1) Calendar Day of the Service Users arrival into Initial Accommodation.</td>
</tr>
<tr>
<td>Advice &amp; Guidance</td>
<td></td>
</tr>
<tr>
<td>KTP 5: Change of Circumstances assistance</td>
<td>When requested by Service Users, the Provider shall submit completed Change of Circumstances application forms to the Authority on behalf of the Service User.</td>
</tr>
<tr>
<td></td>
<td>Completed applications submitted within five (5) working days of the request being received from the Service User.</td>
</tr>
<tr>
<td>Advice &amp; Guidance</td>
<td></td>
</tr>
<tr>
<td>KTP 5: Change of Circumstances assistance</td>
<td>When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their Change of Circumstances application.</td>
</tr>
<tr>
<td></td>
<td>Additional evidence submitted to the Authority within a five (5) working days of the additional evidence being provided by the Service User.</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>Advice &amp; Guidance</th>
<th>KTP 5: Change of Circumstances assistance</th>
<th>The Provider shall resubmit Change of Circumstances applications which have been rejected by the Authority for being incomplete and/or incorrect.</th>
<th>Completed applications re-submitted within five (5) working days of the original application being rejected by the Authority for being incomplete or incorrect.</th>
<th>4.6.8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advice &amp; Guidance</td>
<td>KTP 6: Additional Support Applications</td>
<td>When requested by Service Users, the Provider shall submit completed Additional Support Applications to the Authority on behalf of the Service User.</td>
<td>Completed applications submitted within five (5) working days of the request being received from the Service User.</td>
<td>4.7.10</td>
</tr>
<tr>
<td>Advice &amp; Guidance</td>
<td>KTP 6: Additional Support Applications</td>
<td>The Provider shall resubmit Additional Support Applications which have been rejected by the Authority for being incomplete and/or incorrect.</td>
<td>Completed Additional Support Applications re-submitted within five (5) working days of the original application being rejected by the Authority for being incomplete or incorrect.</td>
<td>4.7.17</td>
</tr>
<tr>
<td>Advice &amp; Guidance</td>
<td>KTP 8: Post Asylum Decision Move-On Service</td>
<td>The Provider shall contact a Service User who has received their Asylum Claim decision from the Authority to offer a Move-On Service.</td>
<td>The Provider contacts the Service User within one (1) Working Day of being notified by the Authority that the Service User has received their Asylum Claim decision.</td>
<td>4.9.8, 4.9.15 and 4.9.20</td>
</tr>
<tr>
<td>Issue Reporting</td>
<td>Service User Complaints</td>
<td>The Provider shall refer complaints to the appropriate party for their resolution via a secure means of transmission.</td>
<td>Complaints referred within thirty (30) minutes of the complaint being reported by the Service User.</td>
<td>5.2.3</td>
</tr>
</tbody>
</table>

Schedule 2: Statement of Requirements
<table>
<thead>
<tr>
<th>Issue Reporting</th>
<th>Maintenance Issues with Asylum Accommodation</th>
<th>The Provider shall refer reported Maintenance Issues to the relevant AASC Provider for their remedy.</th>
<th>Maintenance Issues with Asylum Accommodation referred to the relevant AASC Provider within thirty (30) minutes of the maintenance issue being reported by the Service User.</th>
<th>5.3.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Reporting</td>
<td>Issues with Asylum Support Payments</td>
<td>The Provider shall refer Service User issues with Asylum Support Payments to the Asylum Support Payments Provider.</td>
<td>Issues with Asylum Support Payments referred to the Asylum Support Payments Provider within thirty (30) minutes of the issue being reported by the Service User.</td>
<td>5.4.4</td>
</tr>
<tr>
<td>Issue Reporting</td>
<td>Requests for Assistance</td>
<td>The Provider shall refer Service User Requests for Assistance to the relevant AASC Provider responsible for their resolution.</td>
<td>Requests for Assistance referred to the relevant AASC Provider within thirty (30) minutes of the request being reported by the Service User.</td>
<td>5.5.4, 5.5.8, 5.5.9</td>
</tr>
<tr>
<td>Issue Reporting</td>
<td>Service User Feedback</td>
<td>The Provider shall refer Service User Feedback to the party the Feedback relates to.</td>
<td>Service User feedback referred to the party it relates to within thirty (30) minutes of the feedback being reported by the Service User.</td>
<td>5.6.5</td>
</tr>
</tbody>
</table>
B. ANNEX: VULNERABLE AND AT RISK SERVICE USERS

B.1 Vulnerable and At Risk Service Users

B.1.1 For the purposes of this Contract, an adult at risk or with specific needs is a person aged 18 years or over who is, or may be:

B.1.1.1 in need of community care services by reason of mental or other disability, age or illness; and

B.1.1.2 unable to take care of themselves or unable to protect themselves against significant harm or exploitation; or

B.1.1.3 at risk of self-harm or suicide; or

B.1.1.4 a victim of modern slavery.

B.1.2 Adults at risk or with specific needs may be identified by a number of indicators, for example:

B.1.2.1 Threats of suicide/self-harm.

B.1.2.2 Domestic violence/ gender based violence.

B.1.2.3 Victims of Modern Slavery.

B.1.2.4 Female Genital Mutilation.

B.1.2.5 Lesbian, Gay, Bi-sexual, Trans and Intersex.

B.1.2.6 Mental Health conditions.

B.1.2.7 Physical Disability.

B.1.2.8 Victims of torture or degrading and inhumane treatment.

B.1.3 The Provider shall note, however, that indicators are not limited to this list and nor do these indicators always mean that the Service User is at risk or has specific needs, and therefore in need of a specific response by the Provider.
OFFICIAL

B.1.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority will notify the Provider.

B.1.5 Where a Provider believes, or has reasonable grounds to suspect that a Service User may have specific needs or be at risk, the Provider shall respond appropriately to the Service User’s needs, in accordance with relevant Contract requirements and Authority guidelines. The Provider will notify the Authority of changes in a Service Users circumstances or needs, in accordance with Paragraph 2.6.2 of this Schedule 2, and may refer to the Authority for guidance where appropriate.
C. ANNEX: CHANGE OF CIRCUMSTANCES

C.1 Prescribed Change of Circumstances

C.1.1 The Authority recognises the following as prescribed Changes in Circumstances which have a bearing on a Service User’s eligibility for support. As such, the Authority must be notified as soon as possible on each occasion these circumstances apply to a Service User or a dependent.

C.1.2 Regulation 15(2) of the Asylum Support Regulations 2000 states that a relevant change of circumstances occurs where a supported person or a dependant:

C.1.2.1 is joined in the United Kingdom by a dependant or, as the case may be, another dependant, of the supported person;

C.1.2.2 receives or gains access to any money, or other asset mentioned in regulation 6(5), that has not previously been declared to the Secretary of State;

C.1.2.3 becomes employed;

C.1.2.4 becomes unemployed;

C.1.2.5 changes his name;

C.1.2.6 gets married;

C.1.2.7 starts living with a person as if married to that person;

C.1.2.8 gets divorced;

C.1.2.9 separates from a spouse, or from a person with whom he has been living as if married to that person;

C.1.2.10 becomes pregnant;

C.1.2.11 has a child;

C.1.2.12 leaves school;

C.1.2.13 starts to share their accommodation with another person;
C.1.2.14 moves to a different address, or otherwise leaves his accommodation;
C.1.2.15 goes into hospital;
C.1.2.16 goes to prison or is otherwise held in custody;
C.1.2.17 leaves the United Kingdom;
C.1.2.18 dies.
D. ANNEX: ISSUE REPORTING PROCESS DIAGRAMS

D.1.1 This Annex summarises the complaints, issue reporting and Request for Assistance processes detailed in Section 5 of this Schedule 2 into process diagrams. These high-level diagrams are illustrative only, and in the event of disagreement between the diagrams in this Annex and the provisions of Section 5 of this Schedule 2, the provisions within Section 5 shall prevail.

D.2 Complaints Process
D.3 Maintenance Issues with Asylum Accommodation

SU reports a maintenance issue

Provider classifies and records maintenance issue and notifies SU of classification and response times

Provider refers issue to AASC Provider

AASC Provider reviews issue and classification

AASC Provider disagrees with classification and reclassifies

AASC Provider notifies the Provider of the reclassification

Provider notifies the SU of the change and the new maximum response time

Provider records remedy date

Maintenance Issue Remedied

AASC Provider agrees with classification

Provider records the change in the classification

Provider notifies the SU of the change and the new maximum response time

Provider records remedy date

Maintenance Issue Remedied

AASC Provider remedies issue and notifies Provider

Provider records remedy date

Maintenance Issue Remedied
D.4 Asylum Support Payments Issues:

SU reports a payments issue → Provider classifies and records complaint → Provider refers payments issue to the Payments provider for resolution → Not resolved within maximum response time → SU reports that issue is not resolved within maximum response time → Provider reports complaint and complaints process is followed (see separate process) → Payments issue resolved.

D.5 Requests for Assistance

SU raises a Request for Assistance → Provider classifies and records Request for Assistance → Urgency & severity assessed by Provider → Provider refers Request for Assistance to responsible party (normally the relevant AASC provider) → Immediate risk to health and wellbeing of SU → Notify relevant AASC Provider if emergency Services contacted → Additional action if high-priority/safety critical → Request for assistance resolved.

Provider reports action taken and resolution date of the request for assistance → Provider also notifies Authority of high-priority/safety critical requests for assistance.

Schedule 2: Statement of Requirements
E. ANNEX: PROCEDURAL FAIRNESS

E.1 Principles of Procedural Fairness

E.1.1 Overview

E.1.2 Research has demonstrated that when Service Users perceive a process to be fair, it has a positive influence on their views and behaviour. In particular, when Service Users feel they have been treated fairly and justly, they generally have more confidence in authority, are more likely to see that authority as legitimate and are more likely to accept or abide by the decisions or rules of the authority.

E.1.3 Improved perceptions as to the fairness of a process or the treatment of Service Users has been associated with better emotional / psychological health amongst Service Users, higher rates of compliance and lower levels of violent or anti-social behaviour.

E.1.4 The Authority consider it to be in the best interests of Service Users, the Provider and the Authority for the principles of procedural fairness to be embedded and reflected in interactions with Service Users and staff, and in associated policies, procedures, guidance and training.

E.1.5 Principles and Behaviours

E.1.6 There are four key principles of procedural fairness; Respect; Voice; Understanding; and Neutrality. These principles, and some indicative behaviours associated with them are described in the table below. The list of behaviours does not constitute a comprehensive list of desired behaviours:

<table>
<thead>
<tr>
<th>Principle</th>
<th>Description</th>
<th>Indicative behaviours</th>
</tr>
</thead>
</table>
| Respect  | Being courteous and polite to people, respecting their rights and taking their issues seriously. | • Communicating that everyone’s rights are important.  
• Using eye-contact, names and a courteous tone and vocabulary in communications.  
• Being approachable, not intimidating.  
• Being conscious of other people’s body language, looking for signs of nervousness or frustration. |
## Voice

Giving people channels and mechanisms for them to give their opinion and raise complaints, and these being sincerely considered by the authority figure.

- Giving people a chance to tell their story, and giving adequate consideration to what they have been told.
- Providing chances to ask questions or raise issues, and treating these seriously when identified.
- Consulting with staff and Service Users – including on perceptions and ways to improve.

## Understanding

Treating people with sincerity and care, making a sincere effort to understand their perspective and trusting their declared motives, being open and honest, and doing what is best for everyone.

- Being mindful of language gaps and barriers to understanding.
- Providing the right information at the right time.
- Summarising and paraphrasing and active listening.
- Ensure signs and other instructions are simple and easy to understand.
- Anticipating FAQs with pre-printed materials.
- Use plain language and ask open-ended questions.

## Neutrality

Being transparent and open about rules, processes and procedures, and neutral and principled in decision-making.

- Explaining processes to participants before starting.
- Explaining the reasoning for decision making in a way participants can understand.
- Creating scripts for processes / procedures, and applying these consistently.
E.1.7 Requirements

E.1.8 The Provider shall, as far as practical, seek to ensure that their activities under this Contract operate in accordance with the four principles of procedural fairness. In particular, the Provider shall seek to embed and reflect the principles of Respect, Voice, Understanding and Neutrality in their rules, policies, procedures and processes concerning the monitoring and management of Service Users. The Provider shall also ensure that these principles are appropriately incorporated into the training programme delivered to staff with contact with Service Users.

E.1.9 The Authority reserves the right, as part of its contract management activities, to ask the Provider to evidence how the principles of procedural fairness have been reflected in the Provider’s operational activities and practices, and what measures they have taken to ensure that Provider staff are aware of, and act in accordance with, the principles outlined above.

Schedule 2: Statement of Requirements
Move on Protocol (Negative Households)

Overview

The intention of this pathway/protocol development is for Serco (as the provider of Asylum Dispersal within Scotland), Glasgow’s Health and Social Care Partnership and Glasgow City Council to work together in partnership to eliminate or drastically reduce the rates of over staying of former asylum households who should no longer be residing within the asylum system, to effectively manage the expectation of service users throughout the asylum journey in relation to their options post decision, and to ensure the safety and protection of those former asylum seeking households in receipt of a negative decision where their vulnerability may infer duties of care or accommodation may be owed under another legislative framework outside of immigration legislation.

Induction Stage

Serco will integrate within all Service User inductions, content in relation to the potential outcomes at the end of the asylum application process, in addition to what this will mean in practical terms in relation to move on from Serco accommodation. This information will seek to effectively manage the expectations of Service Users in relation to local authority accommodation duties if they receive a positive decision on their claim, and will equally seek to provide clarity in terms of entitlements for those cases who receive a negative decision.

The induction into the property will be completed by the relevant Housing Officer, and will be supported by a visual and audio video induction that has been translated into the Service User’s first language (if it falls within the most common Top 10 languages of the asylum population). This video will include content in relation to the end of process and will be reinforced through repeat messaging further along the asylum claim process for each household.

Move On Information Document

Throughout any service user’s stay in Dispersed Accommodation, Serco Housing Officers will conduct continual expectation management in regards to what service users should expect at the end of the asylum process post decision outcome, and to provide information on the relevant ensuing options that will likely be available in relation to move on from Serco accommodation. Housing Officers will
remind Service Users to review this document and take appropriate actions within at periodic visits e.g. monthly, quarterly.

This is in order to reiterate the original messaging provided at induction stage and to continue to effectively manage expectations, in addition to being used as an opportunity to encourage the Service User to make themselves familiar with local statutory and voluntary services, and take any actions in relation to their claim that may be required.

In order to ensure accurate and consistent messaging, an information document attached at Appendix 1 will be translated into the most common Top 10 languages of the asylum population. A copy of the document in all languages (including English) will be placed in the property folder of each Serco property for reference by the Service User. The top 10 languages will be reviewed annually to ensure they remain reflective of the general service user population, and if there has been a notable shift the document will be translated into further languages as required.

To ensure that this process is being followed, Exit Surveys conducted by the Partnership Team at the end of the asylum process will also be utilised to provide an independent audit in this regard. A summary report of exit survey outcomes (which include other subject areas) will be reported into monthly Contract Leadership team meetings for monitoring.

**Partnership meetings (Vulnerability)**

Representatives of Serco, Glasgow City Council and Glasgow Health and Social Care Partnership commit to meet jointly either in person or by telephone on a monthly basis to discuss any cases where Serco may be concerned about the vulnerability of a service user currently awaiting the outcome of an asylum claim, and where there is not known to already be service intervention in place by either the local authority or HSCP.

Service user information will not be disclosed, and any discussion will strictly relate to the circumstances and related concerns held. The intention of these meetings is for the LA/HSCP to act in an advisory capacity in order to enable Serco to ensure appropriate referrals for assessment are submitted at the earliest opportunity.

No personal or identifiable data will be shared in these meetings.

**NTQ/Letter issuing**

The Housing Officer will contact the Primary applicant by telephone to visit the household at the earliest opportunity; and within 48 hours of Serco being notified by the Home Office (UKVI) of a household having been issued with a positive decision on their asylum claim, to issue in person to the primary applicant a letter and Notice to Quit (maximum 21 days).

Housing Officers will endeavour in all cases to provide the information contained within the letter/NTQ to the service user verbally utilising translation services. In addition the service user will be provided with a written copy of the letter/NTQ both in English and in their first language, if it falls within the most common Top 10 languages of the asylum population. The top 10 languages will be reviewed annually to ensure they remain reflective of the general service user population, and if there has been a notable shift the document will be translated into further languages as required. The template letter/NTQ is attached at Appendix 2.
**Appeals & Section 4 support applications**

The agreed processing time for applications for support submitted under Section 4 of the Asylum and Immigration Act 1999 by the Home Office (UKVI) is 7 days.

As per the NTQ and supporting letter, Service Users will be advised at the point of issuing by the Housing Officer that they should seek to submit any appeal and application for support within the first week following receipt, in addition to being advised of how they can access support to do so. This advice is being given in order to ensure sufficient time is allowed for the Home Office to consider any support applications and determine a decision before the expiry of the notice, in the context that Serco will end the provision of accommodation if both applications have not been submitted and approved.

For any cases where an application for support under section 4 has been submitted and approved within the notice period (maximum 21 days), Serco will continue to provide accommodation.

**Post decision communications - Serco, the Local Authority & the Health and Social Care Partnership**

Where it is known that a household in receipt of a negative decision has an existing care or support package in place with the Local Authority or Health and Social Care Partnership, the Team Leader will make direct contact via email or telephone with the relevant Caseworker to update them on the decision that the household has received, and to request an assessment in regards to whether a duty of accommodation may be owed by the LA/HSCP under another legislative framework e.g. Adult Support and Protection (Scotland) Act 2007, Mental Health (Care and Provision) Act 2003, Children Act (Scotland) 1995.

It is likely that in most instances through the monthly meetings, that concerns about the vulnerability or immediate wellbeing of a household has already led to a request for service where appropriate, however in a small number of cases there may be concerns that emerge post decision. In such instances, Serco’s Housing Officers will liaise with their Team Leader to determine whether a request for service/assessment from the LA/HSCP should be made, and where it is agreed that a referral is required it will be made within 24 hours.

All referrals should be made to “Social Care Direct” either in writing via email, or verbally via telephone.

In all such instances stated above, the LA/HSCP commit to providing a written outcome to Serco updating as to whether based on the concerns raised a requirement for assessment exists, and if so what the outcome of any assessment was prior to the expiry of the notice (maximum of 21 days).

**Assessment Outcomes**

Where it has been determined that a duty of accommodation is not owed by the Local Authority or HSCP under any other legislative framework, Serco will take immediate steps to progress with eviction via lock change notice proceedings as with all other none complex cases.
Where the local authority/HSCP has determined that a duty of accommodation is owed they will take immediate steps to work with Serco on an exit plan from the property in pursuit of fulfilling their statutory obligations to the service user.

**Post Decision communications with Service Users**

As per the above process, Serco will contact the Service User following notification of discontinuation of support by the Home Office (UKVI) in order to serve the relevant Notice to Quit documentation, and to provide appropriate advice on what steps the service user should take in regards to accessing support around move on or legal advice in regards to appeals/further submissions within the notice period.

As per previous correspondence issued to the Service User, during the Notice to Quit period, the expectation is that the Service User will regularly update the Housing Officer on any appeal or further support application submitted and any outcome on that application.

If an appeal and further support application are both submitted and approved by the Home Office (UKVI) within the notice to quit period, the Housing Officer will contact the Service User to advise that accommodation will continue to be provided.

If an appeal or further application for support has not been submitted, or has been submitted and refused by the Home Office (UKVI), the Housing Officer will revisit the property the day following the expiry of the Notice to Quit (maximum 21 days), to determine whether the Service User has ceased to occupation or remains in residence.

If the Service User remains in residence at that time, a 7 day lock change notice will be issued to the Service User. At the expiry of the 7 days, steps will be taken to enforce this notice.

As per the above process, for cases where there is concerns relating to vulnerability which may require an assessment to be made by the HSCP and where there is not already service intervention, referrals will be completed at the point of issuing the initial notice to Quit and at any point during the notice period thereafter if concerns materialise.

During the notice period, monthly property inspection visits will continue to take place as contractually required. During these visits, Housing Officers will take the opportunity to ask Service Users for any update on their move on, and reinforce the information previously communicated in both the move on information document and the Notice to Quit letter.
Appendix 1:

Move on information document

You are currently waiting for a decision to be made on your asylum claim. The Home Office will decide whether you can stay in the UK or not, and this may happen in the coming months.

There are some things you should do now:

Information about you and your family

- Look at your papers from the Home Office. Make sure that your name, date of birth and other information are right. Do this for yourself and all the people in your family. If anything is wrong, you must tell the Home Office or Migrant Help and your Solicitor, if you have one.

- Go to the processing centre to have your photographs and fingerprints taken. You should have a letter from the Home Office telling you where this is. Your Housing Officer will also have told you where to go. All members of your family must do this, including children. If you get a positive decision to your asylum claim the Home Office will put this information on your Biometric Residence Permit. (You may have done this already)

Help and Support

- Find out about local support groups. They will help you when you get a decision on your asylum claim, and may also have activities in your local area such as drop-ins. They may also help you to access volunteering and training. Your Housing Officer can tell you more about these groups. (You may have done this already).

- There is useful information in your Welcome Pack and Housing Folder. Your Housing Officer will be able to answer any questions you may have.

Your Asylum Decision

The Home Office will decide whether to grant your claim for asylum (Positive decision), or refuse your claim (Negative decision). You will have to do different things depending on which decision you get.

Positive decision:

- If your claim is granted, the Home Office will give you a maximum of 28 days before your support stops. You will also have to leave your Serco home when your support stops. Your Housing Officer will arrange for you to go to the local council for a Homeless Assessment.

- During this notice period, you will need to make your mind up about where you are going to live. You are free to travel to any part of the UK. You can make a homeless application to any local authority in Scotland.

- If you want to stay living in Glasgow, then Glasgow City Council will take a homeless application from you. This will give you priority to find settled housing. It is very likely that you will need to be placed in temporary accommodation first. This could be a temporary furnished flat, a B&B, a hostel or a hotel. You do not have any choice of where the Council places you.
• Glasgow City Council will then attempt to get you an offer of your own settled accommodation. This may take some time, so it will be important that you engage with them immediately and attend any appointments you are asked to. You will only get one offer of settled accommodation from the Council, as you are classed as being homeless. If you refuse the offer, you may not be offered another property.

• Your new home may not be decorated, and will not have any furniture. You may want to think about saving some money to buy furniture if you can. Local charities may also be able to help you to get furniture.

• You will be allowed to work. If you cannot work, or do not find a job you can claim welfare benefit. You must go to the local Job Centre Plus. They will also help you to find a job, and may arrange English lessons. The Home Office will telephone you and offer to make you an appointment to do this. Make sure that your Housing Officer has your correct telephone number.

• It is a good idea to find out where the Job Centre Plus and council Housing Options/Homelessness service are before your claim is decided.

• You must tell your Housing Officer what is happening about finding a new home.

Negative decision:

• If your asylum claim is refused the Home Office will give you a maximum of 21 days’ notice. Your support and accommodation will end at the end of the notice period.

• You will not be able to get help with rehousing from the council. You will not be able to work and you will not be able to claim welfare benefits.

• You may be eligible to appeal against a negative decision. If you do this you must also apply to the Home Office for support (Section 4 support). Both of these applications must be sent to the Home Office, and accepted by them before the end of the notice period. You must contact your Solicitor and Migrant Help if you want to appeal, and you must tell your Housing Officer what is happening about your appeal.

• If you do not appeal and apply for further support, and have both of these accepted and agreed by the Home Office you will have to leave your Serco home at the end of notice period.

• You should contact the Home Office Voluntary Returns Service as soon as possible on 0300 004 0202. They will tell you what options there are for returning home with Home Office support.

• You may also be able to get some help from local support groups.

• You must tell your Housing Officer what is happening about any appeal you make.
«Service_User»
«Source_Property»

Date:

Dear «Service_User»

URGENT: NOTICE TO LEAVE YOUR ACCOMMODATION

The Home Office (UKVI) have now informed Serco of their decision to terminate your support.

Under the terms of your signed Occupancy Agreement you must leave your current accommodation no later than 12 noon on XX/XX/XXXX. You must leave all items that belong to Serco in the property.

Unfortunately, you will not be entitled to access the UK benefits system or obtain alternative accommodation from the Local Authority.

You may be eligible to submit an appeal and a further application for support under Section 4 of the Immigration and Asylum Act 1999 whilst an appeal is considered. These are two separate applications, and in order for Serco to consider any continued housing upon receiving a negative decision, your appeal and request for support must have been submitted and accepted by the Home Office before the end of the notice period.

If an appeal and an application for further support are not submitted before the end of the notice period or are refused, your accommodation with Serco will end. Migrant Help can assist in submitting an appeal, you must contact them on 0808 8000 630.

If you wish to submit an appeal and a further application for support, you should aim to do so within the first week of receiving this letter, to allow enough time for the Home Office to receive and consider them. It is your responsibility to make these applications as soon as possible.

Any of the third sector voluntary support agencies highlighted to you upon your induction may also support you through this process such as the following:

- Migrant Help
- The British Red Cross
- Scottish Refugee Council
- Various religious organisations as advised by the Citizens Advice Bureau

Serco Internal
• The Voluntary Return Service

You should contact the Home Office Voluntary Returns Service as soon as possible on 0300 004 0202, so that you can have the options available to you fully explained.

If you fail to leave your accommodation on the date above voluntarily, Serco will take steps to evict you from our accommodation through a lock change notice being issued and subsequently enforced. Serco do not have to attend at Court to carry out an eviction as asylum accommodation is exempt under section 23A of the Rent Act 1984, and appropriate notice has already been provided within this letter and in the below Notice to Quit. However, Serco still reserves the right to refer the matter to the Courts should you fail to leave your accommodation.

☐ I can confirm that I have had this letter given to me in person, and it has been explained to me and understood:

Name: ____________________________________________________________________________
Signature: _________________________________________________________________________
Date: _____________________________________________________________________________

☐ I can confirm that I have provided this letter in person, and I have explained it to the Service User:

Name: ____________________________________________________________________________
Role: ______________________________________________________________________________
Signature: _________________________________________________________________________
Date: _____________________________________________________________________________

Yours Sincerely

Serco
NOTICE TO QUIT (Serco Copy)

TO: «Service_User»
OF: «Source_Property»

FROM: Serco
OF: Clyde House. 209 Govan Road, Glasgow, G51 1HJ
RE: «Source_Property»

Serco hereby gives you notice that your right to occupy the Property under the occupancy agreement is terminated as from «Support_End_Date».

If you fail to leave your accommodation on the date above voluntarily, Serco will take steps to evict you from our accommodation through a lock change notice being issued. Serco do not have to attend at Court to carry out an eviction as asylum accommodation is exempt under section 23A of the Rent Act 1984, and appropriate notice has already been provided in this Notice to Quit. However, Serco still reserves the right to refer the matter to the Courts should you fail to leave your accommodation.

Any correspondence or communication in connection with this Notice should be sent to:

Serco
Serco UK & Europe (Compass)
Clyde House
Govan Road
Glasgow
G51 1HJ
snifeedback@serco.com

Service User Signature ……………………………………………………………

Dated ………………………………………………………………………..
TO: «Service_User»

OF: «Source_Property»

FROM: Serco

OF: Clyde House. 209 Govan Road, Glasgow, G51 1HJ

RE: «Source_Property»

Serco hereby gives you notice that your right to occupy the Property under the occupancy agreement is terminated as from «Support_End_Date».

If you fail to leave your accommodation on the date above voluntarily, Serco will take steps to evict you from our accommodation through a lock change notice being issued. Serco do not have to attend at Court to carry out an eviction as asylum accommodation is exempt under section 23A of the Rent Act 1984, and appropriate notice has already been provided in this Notice to Quit. However, Serco still reserves the right to refer the matter to the Courts should you fail to leave your accommodation.

Any correspondence or communication in connection with this Notice should be sent to:

Serco
Serco UK & Europe (Compass)
Clyde House
Govan Road
Glasgow
G51 1HJ

snifeedback@serco.com

Service User Signature ...........................................................................................................

Dated ........................................................................................................................................