



Home Office

**AUTHORITY: The Secretary of State for the Home  
Department (acting through the Home Office)**

## **Schedule 2**

### **Services Description**

## **Campsfield House Immigration Removal Centre Contract**

# CONTENTS

<b>1. OPERATIONAL REQUIREMENT OVERVIEW</b>	<b>3</b>
<b>2. SECURITY AND INTELLIGENCE</b>	<b>4</b>
<b>3. ADMISSIONS AND DISCHARGE</b>	<b>9</b>
<b>4. ESCORTING</b>	<b>14</b>
<b>5. HEALTHCARE PARTNERSHIP</b>	<b>15</b>
<b>6. CATERING</b>	<b>16</b>
<b>7. WELL-BEING AND RESETTLEMENT</b>	<b>18</b>
<b>8. RELIGION AND RACE RELATIONS</b>	<b>24</b>
<b>9. CONTACT AND COMMUNICATIONS</b>	<b>25</b>
<b>10. USE OF FORCE, REMOVAL FROM ASSOCIATION AND TEMPORARY CONFINEMENT</b>	<b>30</b>
<b>11. HEALTH AND SAFETY ARRANGEMENTS</b>	<b>32</b>
<b>12. PROVISION FOR VULNERABLE DETAINEES</b>	<b>33</b>
<b>13. CONTINGENCY PLANNING ARRANGEMENTS</b>	<b>36</b>
<b>14. PERSONNEL AND STAFFING</b>	<b>39</b>
<b>15. IT SYSTEMS</b>	<b>47</b>
<b>16. AUDIT</b>	<b>48</b>
<b>17. ACCOMMODATION AND FACILITIES TO BE PROVIDED BY THE SUPPLIER</b>	<b>51</b>
<b>ANNEX A - IRC – Shared Occupancy Agreement (TEMPLATE)</b>	<b>54</b>
<b>ANNEX B - OPERATIONAL STAFFING MODEL</b>	<b>66</b>

## 1. OPERATIONAL REQUIREMENT OVERVIEW

### 1.1 Introduction

- 1.1.1 The Supplier shall operate the Campsfield House Immigration Removal Centre in accordance with the requirements set out in this Schedule 2 (*Services Description*) and the following:
- a) The Immigration Act 1971;
  - b) The Immigration and Asylum Act 1999 (Part VIII and Schedules 11, 12 and 13);
  - c) the Nationality, Immigration and Asylum Act 2002;
  - d) Immigration Act 2014;
  - e) Immigration Act 2016;
  - f) Detention Services Operating Standards Manual ("Operating Standards"): <https://www.gov.uk/government/publications/detention-services-operating-standards-manual>;
  - g) Detention Services Orders ("DSOs"): <https://www.gov.uk/government/collections/detention-service-orders>;
  - h) Detention Centre Rules 2001 (until superseded by Removal Centre Rules 2020) ("the Detention Centre Rules" or "DC"): <http://www.legislation.gov.uk/ukSI/2001/238/contents/made>;
  - i) New Plan for Immigration 2021.

Nothing within this Schedule 2 (*Services Description*) shall restrict the application of the 1999 Act, the 2002 Act and of the Detention Centre Rules (DC) and Operating Standards to the operation of the Contract by the Supplier.

### 1.2 Operational Pre-requisites

- 1.2.1 The Supplier shall demonstrate to the Authority that it understands the operational requirements of the Immigration Removal Centre (IRC).
- 1.2.2 Implementing Section 55 of the Borders, Citizenship and Immigration Act 2009 ([Borders & Immigration Act 2009 - Section 55](#)) duty across the IRC (including during Escort) the arrangements must be based upon 'Working Together to Safeguard Children', ([Working Together to Safeguard Children](#)) and have regard to the need to safeguard and promote the welfare of the children with whom the Supplier Staff have routine contact, e.g. visiting children.

### 1.3 Operational Requirement

- 1.3.1 The Supplier shall:
- a) operate an Implementation Plan for the full operation and management the IRC.
  - b) work with external stakeholders to discuss issues relating to the operation at the IRC;
  - c) carry out an Equalities Assessment to assess the impact of delivering the Services as defined in the contract on those with Protected Characteristics as set out in Section 4 of the Equality Act 2010;
  - d) produce Service Operating Procedures (SOPs) for each of the Operational Services, detailing how each of the operational requirements set out in Schedule 2 (*Services Description*) shall be delivered; and

- e) provide Detainee Records to the Authority as follows:
  - i. urgent (as specified by the Authority) records within two (2) hours (where held in the IRC);
  - ii. non-urgent (as specified by the Authority) within 48 hours (where held in the IRC); and
  - iii. where the records are stored in an archive, within seven (7) calendar days.

## **2. SECURITY AND INTELLIGENCE**

### **2.1 General Security Arrangements**

- 2.1.1 The Supplier shall ensure that security in the IRC is maintained with no more restriction than is required for safe custody and well-ordered community life.
- 2.1.2 Operate an Association Time during which time Detainees shall have opportunity to access the services within the IRC and associate with each other and a Night State period during which time Detainees shall be limited to their rooms or their residential units, depending on access to in room sanitation. The Night State period shall operate in line with the DSO 'Management and Security of Night State'. The Supplier shall ensure there are local procedures in place for operating Night State and that an Equalities Assessment is carried out to assess the impact of operating the period of Night State on those with Protected Characteristics. Where the local procedures involve locking a Detainee in their room at any point during Night State or limiting access to a residential unit this period should not exceed nine (9) hours. The Supplier shall ensure that accommodation can be changed to facilitate any change of use of available Detainee spaces as may be required by the Authority.
- 2.1.3 The Supplier shall:
  - a) implement a Local Security Strategy (LSS), agreed by the Centre Manager and made accessible to the Authority on request. The LSS must:
    - i. set out specific details of how Physical, Procedural and Dynamic security operates within the IRC;
    - ii. be reviewed once a year as a minimum and an annual assurance statement confirming that the LSS for the IRC is fit for purpose must be signed. The annual assurance statement shall be signed by the Centre Manager;
    - iii. ensure that all changes to the LSS be agreed and signed off by the Centre Manager; an auditable record must be kept detailing the change, the reason for the change, and the authorisation. The Authority, Detention & Escorting Security must be notified of any changes to the LSS. Changes to the LSS must comply with Detention Centre Rules 2001, the IRC Operating Standards and Detention Services Orders (DSOs); and
    - iv. set out how the Supplier will comply with relevant DSOs to include but not limited to DSO 'Medical Emergency Response Codes', DSO 'Searching Policy', DSO 'Regulation of Investigatory Powers Act 2000 (RIPA);
  - b) appoint a designated, and suitably competent and experienced, Security Manager who is supported by a suitably competent deputy to manage all aspects of security within the IRC. The Security Manager and Security Manager Deputy must receive training in security management, as approved by the Authority, prior to taking up post and ongoing training appropriate to the role; details of the training programme for both the Security Manager and the deputy shall be included in the LSS;

- c) always maintain good order at the IRC;
- d) have regard for Detainees' cultural, religious, and racial needs and any other Protected Characteristics, as defined in Section 4 of the Equality Act 2010, that should be considered; and
- e) train all Detainee front facing staff in Medical Emergency Response procedures in accordance with DSO 'Medical Emergency Response'.

## **2.2 Searching Arrangements**

- 2.2.1 The Supplier shall operate searching procedures in line with the DSO 'Searching Policy'.
- 2.2.2 The Supplier shall not permit a Detainee, a Visitor nor any Staff to bring into the IRC, items considered to be a threat to security or good order and discipline.
- 2.2.3 The Supplier must hold and display the searching policy within the IRC. Written guidance on procedures must be displayed prominently in Visits Areas, including information on prohibited items, which has been shared and agreed with the Authority.
- 2.2.4 The Supplier must have and operate procedures for:
  - a) searching a male Detainee;
  - b) conducting a full search of a male Detainee;
  - c) specific arrangements must be in place for Transgender Detainees, in accordance with DSO 'Case and Management of Transsexual Detainees';
  - d) searching rooms and all other areas of the IRC;
  - e) searching a Visitor;
  - f) searching an Official Visitor;
  - g) searching Supplier's Staff and their Sub-contractors' staff;
  - h) searching Authority's Staff;
  - i) searching staff of Other Suppliers contracted to deliver services in the IRC or provided with accommodation within the IRC, for example Healthcare Service Provider staff or Escorting Provider staff;
  - j) searching Independent Monitoring Board (IMB) staff;
  - k) searching vehicles; and
  - l) preventing the illegal entry of banned items, including through the use of technology.
- 2.2.5 The Supplier shall conduct searches prior to the re-occupation of any part of the IRC, and for specific and additional events as required to ensure safety and security.
- 2.2.6 The Supplier shall ensure it is compliant with the DSO 'Searching Policy' in the management and searching of property and complete any written direction from the Authority to search a Detainee and their property within 48 hours.
- 2.2.7 The Supplier shall carry out random weekly Staff searches, searching a minimum of 10% of Staff on a weekly basis. The Supplier shall carry out intelligence led searches as necessary.
- 2.2.8 The Supplier shall carry out:
  - [REDACTED]

- 2.2.9 The Supplier shall provide and use a portable Itemiser trace detection machine (or equivalent), daily and intelligence led, to reduce the supply of illicit substances in the IRC.
- 2.2.10 The Supplier shall ensure there is a rota of accommodation fabric checks (AFCs) of all Detainee accommodation areas. Detainee living and communal areas should be checked daily. Other areas should be searched according to a risk assessment. AFCs must be completed in accordance with DSO 09/2012 'Searching Policy' and the LSS.
- 2.2.11 The Supplier shall ensure management checks of all searches are routinely carried out to ensure searches are completed to a satisfactory standard. 10% of searches should be checked on a monthly basis and a record maintained. This record should be provided to the Authority on request.
- 2.2.12 The Supplier shall have arrangements in place to provide Search Dogs to carry out a minimum of one (1) full site canine search per quarter and carry out intelligence led searches as required and when necessary, with prior approval from the Authority.
- 2.2.13 The Supplier shall ensure that Canines are treated and housed in accommodation that complies with the five basic tenets of the UK Animal Welfare Act 2006 and DEFRA's Code of Practice for the Welfare of Dogs 2013.

### **2.3 Physical Security Arrangements**

- 2.3.1 The Supplier shall ensure the physical condition of Detainee accommodation and the perimeter is sufficiently well maintained to prevent escapes, other breaches of security and maintain control.
- 2.3.2 The Supplier shall implement physical security arrangements/systems; regularly check and maintain the integrity of these arrangements/systems to ensure that this combines with security procedures to provide overall security whilst maintaining effective operations. The Supplier shall ensure:
- a) arrangements are in place to keep all Sterile Areas and Out of Bounds Areas clear of any item that may be used as an escape aid. Any loose items must be secured to prevent their use as an escape aid;
  - b) arrangements are in place for storing and controlling high risk items which could assist an attempted escape;
  - c) a risk assessment must be undertaken of all tools (taking into consideration tool type, location, and who shall have access/use of it);
  - d) A system to account and audit all tools and equipment is in place in accordance with the Detention services Operating Standards manual and described within the Local Security Standard (LSS); and
  - e) arrangements are in place for all radio and CCTV equipment, internal and external alarm systems and any other item designated as essential security equipment, to be regularly and professionally maintained, and that arrangements are in place to cover a sudden malfunction of any such equipment.
- 2.3.3 The Supplier shall implement a system for accounting and control to ensure that all aspects of physical security, including keys, fobs, and locks, are securely managed and maintained. This shall include the provision and implementation of a Key Tracker System and secure radio storage. The Supplier shall:

- a) provide sufficient keys and radios for all staff operating on site;
  - b) provide an accurate daily inventory of all Class 1, Class 2 and Class 3 keys including both broken keys and keys not in use;
  - c) ensure the Centre Manager undertakes a complete key reconciliation within 7 working days of appointment;
  - d) ensure a key reconciliation is undertaken a minimum of twice a day. Any anomalies must be reported to the Authority immediately as a Serious Incident in accordance with Schedule 24 (*Reports and Records Provisions*) Annex 2 – Service Delivery Reports;
  - e) ensure arrangements are in place for secure storage and issue of Operational Keys, using the Key Tracker System, and keeping a record of those who have permission to access them and who shall have the authority to issue keys from stock; only persons with relevant authority are permitted to issue keys;
  - f) non-operational keys must be stored securely and have an inventory and auditable recording process;
  - g) ensure Staff are aware of the required behaviour to maintain key and lock security around the IRC. The Supplier must ensure that all Staff are trained in key and lock security and that all doors are locked in accordance with a door locking schedule when not in use;
  - h) keep a copy of and maintain the up to date locking schedule and floor plans. These should be held at the IRC and a copy should be supplied to the Authority on request; and
  - i) ensure any key/lock/gate compromise is managed and reported in line with Contingency Plans. Where there is a compromise the member(s) of Staff responsible must be retrained.
- 2.3.4 The Supplier shall implement a system for distinguishing a Detainee from any other person in the IRC, i.e. using identity cards.
- 2.3.5 The Supplier shall implement arrangements for security in any area designated for Visits including Social, Official, Legal or Case Related Visits/Interview areas. This shall include, but not limited to, checking Visitors' hand luggage for banned items, including the provision of X- ray facilities and for such luggage to be left in lockers if necessary.

## **2.4 Dynamic Security Arrangements**

- 2.4.1 The Supplier shall ensure that security arrangements are sufficient to prevent escapes, other security breaches, order and control problems.
- 2.4.2 The Supplier shall:
- a) manage and supervise the movement of Detainees throughout the IRC, including a disruptive Detainee, designated as such by either the Supplier or the Authority;
  - b) conduct at least two routine roll checks every 24 hours. A record of these is to be kept for a minimum of three months. Where Detainees are locked in their room for the purpose of a roll count, this period of time should be kept to a minimum;
  - c) as a minimum, display the roll in the gate, control room and reception; and
  - d) conduct a minimum of one monthly ad hoc roll check exercise.

## **2.5 Security – Intelligence**

- 2.5.1 The Supplier shall implement procedures for gathering intelligence in the IRC. This shall include but not be limited to:
- a) arrangements to ensure a member of the Security Team has undertaken the National Intelligence Analyst Training (NIAT), or equivalent, provided by a UK law enforcement agency and attend follow-up refresher courses as necessary;
  - b) arrangements being in place to ensure that intelligence management procedures are in line with the National Intelligence Model (NIM);
  - c) producing a monthly strategic assessment that should be sent to the Authority's Security Team;
  - d) monitoring of Detainees of Interest to the Authority or the Supplier;
  - e) monitoring of Detainee behaviour following immigration decision/action and/or change in circumstance, as notified by the Authority;
  - f) considering Detainee welfare issues that impact on safety and security;
  - g) providing information on the IS91 Part C Risk Assessment to the Authority as soon as possible and no later than three (3) hours after the intelligence has been identified;
  - h) submitting, collating, managing and storing Security Information Reports in accordance with the DSO 'Security Information Reports';
  - i) submitting, collating, managing and storing Counter Terrorism referrals in accordance with DSO 'Extremism and Radicalisation';
  - j) submitting, collating, managing and storing Incident Reports following an incident within or concerning the IRC. All details of the Incident must be recorded relating to Detainee, date of incident, category of incident, details of incident and actions taken following an incident. The Incident Report must be submitted to the Authority within 24 hours of the incident occurring; and
  - k) the use of the Mercury Intelligence System by authorised and suitably trained personnel, when the Mercury Intelligence System has been installed by the Authority.

## **2.6 Risk Assessment**

- 2.6.1 The Supplier shall implement a Risk Assessment System for use in the IRC.
- 2.6.2 The Supplier shall ensure that risk factors that are identified are recorded on form IS91RA Part C and transmitted to the Authority as soon as possible and no later than three (3) hours after the risk has been identified. Risk factors should also be recorded on the Detainee Transferable Document and as required, the Person Escort Record (PER).

## **2.7 MAPPA (Multi Agency Public Protection Arrangements)**

- 2.7.1 The Supplier shall comply fully with the requirements of the MAPPA DSO 'Multi Agency Public Protection Arrangements'.
- 2.7.2 The Supplier shall ensure that if it identifies a Detainee as being subject to MAPPA 'Multi Agency Public Protection Arrangements' it shall inform the Authority immediately and shall also ensure that copies of prison licences are made available to the Authority.



## **2.8 Surveillance Cameras and Body Worn Cameras**

- 2.8.1 The Supplier shall operate surveillance cameras in line with the DSO 'Surveillance Camera Systems'.
- 2.8.2 The Supplier shall ensure they are compliant with the Regulation of Investigatory Powers Act 2000 legislation (RIPA) and DSOs that concerns the 'Regulation of Investigatory Powers Act 2000'.
- 2.8.3 The Supplier shall provide, maintain and operate body worn cameras in line with the DSO 'Surveillance Camera Systems'. The Supplier shall have in place and implement a clear policy on body worn cameras and ensure all designated Staff are required to draw a body worn camera when they report for duty and receive training in its operation. The local policy shall include:
  - a) a provision for cameras to be available to all Staff, in Detainee facing roles, operating within the IRC;
  - b) the requirement for all Supplier Staff with Detainee facing roles, and operating within the IRC to wear body worn cameras and for there to be conduct procedures in place to address those who fail to comply with this requirement;
  - c) the circumstances in which body worn cameras should be used, how the device should be used, the requirement for them to be used during specific Incidents, informing the Detainee that a body worn camera is in use and the recording of any use;
  - d) the procedures to follow when body worn camera has not be activated to film an Incident when it should have been; and
  - e) the procedures for use during Escort.

## **3. ADMISSIONS AND DISCHARGE**

### **3.1 Admission**

- 3.1.1 The Supplier shall ensure that the IRC are operationally capable of safely, securely and humanely admitting all Detainees allocated to that IRC by Detainee Escorting and Population Management Unit (DEPMU) and shall provide a system which assesses a Detainee's needs on reception; gathers and records information, gives information and maintains privacy and dignity as set out in paragraphs 3.1.2 to 3.1.5.
- 3.1.2 The Supplier shall develop and implement changes to improve the flow and privacy of the reception and discharge area. To include the capability to process people remotely using portable technologies.
- 3.1.3 The Supplier shall:
  - a) ensure that Detainees shall be Admitted to the IRC 24 hours a day every day of the year, as directed by the Authority. This shall be in accordance with the DSO 'Reception Induction and Discharge Checklist and Supplementary Guidance';
  - b) set up and agree arrangements with the Escorting Provider to ensure that advance notification is provided to the IRC Supplier, of their arrival time and details of who they are carrying;
  - c) ensure Escorting Vehicles arriving with Detainees are Admitted into the Sterile Area of the IRC without delay. In the event of a delay of more than 15 minutes occurring, the occurrence shall be reported to the Authority, immediately

explaining the reasons why the delay occurred;

- d) co-operate fully with the Escorting Provider or other escorting officers to ensure the safe Admission to the IRC of a Detainee within 30 minutes + 5 minutes per Detainee from the Escorting Vehicle staff presenting themselves at site. In the event of a delay of more than 15 minutes occurring, the occurrence shall be reported to the Authority, immediately explaining the reasons why the delay occurred;
- e) on request of the Escorting Provider move a Detainee from an Escorting Vehicle, using reasonable force where this is deemed proportionate and necessary, to the Centre, effecting the Admission of the Detainee at the Escorting Vehicle; and
- f) check the Detention Order (Form IS91) of each Detainee who is Admitted to the IRC, for accuracy, completeness and consistency with other documentation, implementing procedures when the IS91 is inaccurate or unclear. The Supplier must immediately notify the Authority if this is the case.

3.1.4 The Supplier shall implement an Admission process suitable for the population of the IRC which is not limited to, but includes:

- a) the use of the Detainee Transferable Document to inform assessments that are completed as part of the Admission process;
- b) ensuring that all information gathered during the Admission process is treated as confidential and that the reception accommodation enables a private consultation to take place with a Detainee, out of hearing of Detainees and Staff not involved in the Admission process;
- c) ensuring that a Detainee understands the Admission process, using interpreting services where a Detainee is unable to adequately understand the information in English;
- d) searching, recording and ensuring safe storage of all property, money or valuables belonging to a Detainee in line with the DSO 'Management of property' and DSO 'Management of detainees' cash exceeding the value of £1000';
- e) notifying the Healthcare Provider of the Detainees arrival immediately and making available the Detainee, for full medical screening by a qualified triage nurse, to be completed within two (2) hours of Admission to the IRC;
- f) ensuring that a Detainee has access to guidance on the provision of immigration related legal advice in line with the DC Rules and operating standards;
- g) ensuring that a Detainee is photographed (photographs must be to the standard required by Her Majesty's Passport Office); further requests for photographs by the Authority should be completed within 24 hours;
- h) ensuring that a Detainee is fingerprinted and photographed, in accordance with the DSO 'Fingerprinting of Detainees', using Immigration and Asylum Biometric System (IABS) Programme (ink capture with photograph must be used when IABS isn't available), unless the Authority directs otherwise. Any subsequent Authority request for fingerprints must be completed within 24 hours. IABS fingerprinting should be adequately resourced with Staff who are trained to carry out this function. Access to Home Office Poise Accounts and IABS accounts must be maintained through regular system access to Staff account;
- i) ascertaining and recording details of the Detainees to include:

- i. emergency contact and next of kin;
    - ii. the religious denomination, where the Detainee is willing to declare this;
    - iii. mobile number and email address; and
    - iv. preferred language and the requirement for an interpreter;
  - j) providing Detainees with a mobile telephone number (sim card) and email address, where they do not have one, as part of the Admission process;
  - k) giving a Detainee the opportunity to make at least a five (5) minute telephone call to anywhere in the world at the Supplier's expense within three (3) hours of Admission;
  - l) offering a suitable (e.g. halal, vegetarian etc) hot or cold meal and a drink;
  - m) undertaking a risk assessment of a Detainee that ensures that the accommodation allocated offers a safe, secure and appropriate environment. This risk assessment shall include a room sharing risk assessment as set out in DSO 'Room Sharing Risk Assessment (RSRA)';
  - n) ensuring that a Detainee is provided residential accommodation within three (3) hours of admission to the IRC; and
  - o) ensuring a copy of an Admission report (in a format to be agreed between the Supplier and the Authority) and an IS91 is submitted to the Authority within 24 hours of a Detainee being Admitted and the information is recorded in real time on the Supplier's IT system.
- 3.1.5 The Supplier shall ensure that where a Detainee is identified as or suspected of being an Adult at Risk an assessment of Detainee's needs is carried out and a care plan implemented where necessary in line with DSO 'Management of Adults at Risk in Immigration Detention'. As a minimum, all Detainees must be able to access showers, toilets, exercise areas and their living and eating areas safely and the means to summon assistance when necessary. The care plan should document any adjustments that need to be made to meet this requirement. The Supplier shall notify the Authority if, in their opinion, they cannot manage the minimum requirements, as set out above, for a Detainee. The Supplier shall draw up a personal evacuation plan where necessary.
- 3.1.6 The Supplier shall operate a safe process to deal with Detainees whose age may be disputed, both during Admission and the course of their stay, in line with DSO 'Age Dispute Cases in Immigration Detention Centres'. The Supplier shall ensure that the arrangements act as a safeguard and address the possibility that the person may subsequently produce evidence showing that they are a Child as referred to in Section 12.5 (Age Dispute).
- 3.1.7 The Supplier shall allocate Detainees to residential accommodation where First Night risks can be managed, ensuring enhanced welfare checks are completed on the Detainee within the initial 24 hours period after arriving at the Centre. These checks shall be subject to individual risk assessment of the Detainee and take place at regular intervals, with a minimum of one (1) at start of Night State, one (1) during Night State and one (1) at the end of Night State.
- 3.1.8 The Supplier shall:
- a) ensure that a Detainee can take a shower;
  - b) ensure that a Detainee has adequate and clean clothing in accordance with paragraph 7.1.1 and 7.1.2 of this Schedule;

- c) provide a Detainee with basic hygiene, sanitary, and toiletry supplies;
- d) provide information about the IRC including a copy of the House Rules and the Compact to a Detainee, within 24 hours of arrival at the Immigration Removal Centre, in a language that they can understand; and
- e) make arrangements for an IRC Induction to be delivered in a dedicated room with no external distraction within 24 hours of arrival. This should include a tour of the facilities available.

3.1.9 The Supplier shall ensure that Detainees' welfare needs are systematically assessed within 48 hours of arrival at the IRC irrespective of the day of arrival.

### **3.2 Discharge**

3.2.1 The Supplier shall:

- a) ensure there are a robust system of checks in place to safeguard against any Detainee being Discharged in error;
- b) ensure that the IRC is operationally capable of safely, securely, and humanely dealing with the Discharge of all Detainees and shall provide a system which assesses and records their needs on Discharge;
- c) manage the Discharge of Detainees from the IRC, or otherwise from the care of the Supplier, 24 hours a day, every day of the year as directed by the Authority or any Court, including where such direction is at very short notice. The Supplier may only in the case of a medical emergency remove a Detainee from the IRC without the written instructions of the Authority or Court but shall notify the Authority as soon as reasonably practicable;
- d) ensure that the Detainee is ready for Discharge at the correct time. Either at the time agreed/stipulated by the Escorting Provider or if being Released from detention, within four (4 hours) of the Authority notifying the Supplier that the Detainee should be Discharged from the IRC;
- e) provide adequate food and refreshments to Detainees prior to their Discharge and ensure that their clothing is clean and suitable for the climatic condition in accordance with requirement paragraph 7.1.1;
- f) return to the Detainee or give to the relevant Escorting Provider Staff where a Detainee is leaving the IRC under Escort, all property, cash, valuables and any prescribed medicines and medical records belonging to the Detainee on their Discharge;
- g) ensure that a Detainee is not transferred to the control of Escorting Provider Staff whilst having in their possession any property which might present a security, safety or control risk during Escort;
- h) co-operate fully with the Escorting Provider to ensure the safe Discharge of a Detainee from the Removal Centre within 30 minutes + 5 minutes per Detainee of the arrival of the Escorting Vehicle at the site;
- i) ensure that any individual needs or other significant information that apply to a Detainee being discharged are notified to the Escorting Provider Staff by use of the Person Escorting Record (PER), and to any receiving establishment / authority by use of a Person Escorting Record (PER), a Safer Detention Referral and a Security Referral where required;
- j) ensure that a Detainee being discharged into the community and not being collected by relatives or friends, is provided with a travel warrant to the nearest location and or transport to the discharge address, as approved by a Court or

the Authority. The Supplier shall supply a discharge pack which as a minimum explains the travel warrant process, includes a travel itinerary and a map/directions. The content of this pack shall be explained to the Detainee in their preferred language prior to Release;

- k) arrange for the Detainee Transferable Document to be given to the Escorting Provider or in the case of release or temporary Admission, make suitable arrangements for its transfer to the appropriate person. The Supplier shall retain copies of all records for a period of seven (7) years and make them available to the Authority. Prison records should be securely returned to the Prison where the Detainee was last held;
- l) ensure that a Detainee who has been identified as an Adult at Risk is discharged in accordance with any release or removal plan that is in place, ensuring all specific needs are addressed;
- m) ensure that all requests to transfer a Detainee from the Removal Centre to an alternative facility are referred to the Authority;
- n) carry out systematic exit interviews, gathering information regarding a Detainees time and treatment in the IRC, analysing the information gathered and producing a report supplied to the Authority and learning points discussed at the Detainee Consultative Meetings; and
- o) where a Detainee is being transferred to another IRC using a cellular vehicle, facilitate discharge from the IRC using every effort to convince a Detainee to walk onto the Escorting Vehicle and comply with a transfer. In the event that a Detainee is non-compliant the Supplier shall use reasonable force, as is necessary and proportionate, to affect relocation of the Detainee into the vehicle cell. Custody shall be transferred to the Escorting Provider on completion of the relocation into the cell and the closure and locking of the vehicle cell door.

3.2.2 The Supplier shall support the Satellite Tracking Service, delivered by a Supplier appointed by the Authority, providing storage for devices, access to IT so devices can be registered and discreet accommodation so that devices can be fitted. The Supplier shall facilitate the discreet fitting of Satellite Tracking devices by the appointed Supplier, on Detainees being discharged into the community, as directed by the Authority.

3.2.3 The Supplier shall have in place arrangements to manage discharge of multiple numbers of Detainees for charter flights, to include (but not be limited to):

- a) adequate staffing numbers (both officers and competent managers) to manage the volume discharge and associated incidents e.g. internal protests, external protestors, incidents at height;
- b) recognise the high profile nature of some charter flights and the need to put in place appropriate plans to manage the detainees to reduce risk of disruption and any potential protest activity (internal or external) to ensure large numbers of Detainees can be discharged quickly; or
- c) special arrangements for housing Detainees in the IRC during Discharge, ensuring that lengthy waiting periods (e.g. over 2 hours) in the holding room are avoided.
- d) a Senior Manager must be on site to manage charters that have been identified as complex with detailed arrangements submitted to the Authority.

## **4. ESCORTING**

### **4.1 Escorting Requirements**

- 4.1.1 In fulfilling any Escort Functions, the Supplier shall ensure:
- a) a Detainee with a vulnerability, or who is considered to be at risk of suicide or self-harm shall be managed in accordance with the care plan which has been updated to reflect the care requirements during Escort;
  - b) a Detainee shall be exposed as little as possible to public observation and take steps to protect them from curiosity; insult and physical or verbal abuse;
  - c) a Detainee shall be kept secure on the journey and at the destination through the use of appropriate vehicles which shall include the use of cellular vehicles if required and appropriate staffing levels and restraints, with arrangements reflecting a Detainee's individual risk assessment documented in the Person Escorting Record; and
  - d) there is a robust system of checks in place to safeguard against any Detainee being discharged for escort in error and a discharging manager shall check restraint equipment and identity of the Detainee.
- 4.1.2 The Supplier shall fully comply with the requirements in the guidelines on the use of handcuffs on Detainees in accordance with the DSO 'Use of Restraint(s) for Escorted Moves', their local policy on the use of body worn cameras and CCTV in vehicles in accordance with the DSO 'Surveillance Camera Systems'.

### **4.2 Removal Centre Escorting**

- 4.2.1 The Supplier shall Escort and supervise Detainees authorised by the Authority to leave and return from the IRC, including Escorts to hospital and dental appointments, where there is a defined appointment, and where necessary any other Escort as approved by the Authority.
- 4.2.2 The Supplier shall Escort and supervise Detainees for emergency medical treatment outside of the IRC.
- 4.2.3 The Supplier shall ensure that arrangements for a Detainee under Escort are based on the safety and security of the Detainee as determined by individual risk. The Supplier shall provide sufficient Staff, notwithstanding the minimum requirements for Escorts (External) as set out the Schedule 2 - Annex B (Operational Staffing Model). for Escorting as described above. Where the Supplier cannot provide resources to manage the risk identified, the Authority should be notified immediately, and the Escort cancelled at the agreement of the Authority.
- 4.2.4 The Supplier shall ensure that Detainees shall only be handcuffed for outside appointments, during medical assessments and other events on the basis of individualised and clearly documented risk assessment in accordance with processes in the DSO 'Use of Restraints'. Prior to Escort, the Supplier shall ensure a manager of suitable experience checks the handcuffs to ensure correct application.
- 4.2.5 The Supplier shall be required to carry out a Bed Watch where a Detainee requires emergency medical treatment outside of the IRC. The Detainee shall be Escorted and supervised for so long as the Detainee is outside the IRC or until notified by the Authority. This may include overnight periods. The Supplier shall ensure that there is sufficient staffing for this requirement.
- 4.2.6 The Supplier shall provide a hot or cold meal and a drink for a Detainee if the length of time of the Escort means that a meal shall be missed.

## **5. HEALTHCARE PARTNERSHIP**

### **5.1 General Requirement**

- 5.1.1 The Supplier shall work with and support the Healthcare Provider to ensure that a Detainee has access to the same range and quality of services as the general public receives from the NHS. The Supplier shall act in a way that allows the Healthcare Provider to carry out their duties.

### **5.2 Operating Arrangements**

- 5.2.1 The Supplier shall ensure that arrangements are in place for:
- a) working in partnership with the Healthcare Provider, including signing a Shared Occupancy Agreement (See Annex A to this Schedule) and attending partnership meetings to facilitate the effective provision of healthcare to Detainees. This will include committing to a Shared Occupancy Agreement, setting out mutual working processes, governance and ownership of resources and assets including estate allocation, services, utilities including financial responsibilities, with the Healthcare Provider;
  - b) agreed procedures covering the integration of the Healthcare Team within the IRC and with the wider healthcare community;
  - c) working with the Healthcare Provider to identify the health and social care needs of Detainees who may have been subject to torture/trauma, or failed removal attempt; have procedures in place for appropriate communication with the Authority, of those who have been victims of torture and those whose physical or mental health is being seriously affected by detention, ensure referral to healthcare staff who are appropriately trained for this;
  - d) supervising the healthcare waiting and dispensing area during clinic times;
  - e) facilitating the provision of information (provided by the Healthcare Provider) on the healthcare services available to Detainees in a relevant language i.e. a language that is understood by the Detainee. This should include how and when services can be accessed and as a minimum should be communicated to the Detainee in their initial induction;
  - f) providing all necessary training to Healthcare Provider staff to include, but not limited to, key training, security awareness, ACDT/ACRT training, Adults at Risk, diversity, personal safety training, appropriate engagement with Detainee and security and safety training relating to the IRC; and
  - g) the provision of transportation and escort to medical appointments, dentistry, and ophthalmic services as requested by the on-site Healthcare Provider and agreed in the Shared Occupancy Agreement.
- 5.2.2 The Supplier shall provide appropriate accommodation to the Healthcare Provider to meet Healthcare needs. Accommodation should include an area with controlled access and secure storage for the Healthcare Provider to store medicine and controlled drugs.
- 5.2.3 The Supplier shall have procedures for the management of a disease outbreak. These procedures should be produced in partnership with the Healthcare Provider and shall include an outbreak control plan. These procedures should align to the contingency plan as referred to in Section 15 (Contingency Planning Arrangements) and be a standing operating procedure.

## 6. CATERING

### 6.1 Food and Drink

- 6.1.1 The Supplier shall provide a varied, balanced healthy menu to take account of the Detainees' religious, dietary, cultural, medical needs, and festivals recognised by the Authority whilst maintaining compliance with all relevant food safety legislation.
- 6.1.2 The Supplier shall:
- a) provide each Detainee with three balanced nutritious meals a day normally breakfast, lunch and dinner, as defined and updated from time to time by the Food Standards Agency;
  - b) ensure meals are varied, sufficient in quantity and of a good quality;
  - c) provide a multi-choice, minimum five options to meet differing dietary requirements (i.e. vegetarian, religious needs, low fat, diabetic etc) pre-select menu including a mix of hot and cold meals at each meal time (to include breakfast). Lunchtime and Evening meal options should include spicy and nonspicy meals. Where a menu choice changes after selection a Detainee shall be permitted to select any of the remaining items on the list;
  - d) provide a menu that shall be for a four-week period, where repeat meals are kept to a minimum, and there are three different four-week menus that rotate throughout the year. Menus shall include beverages and condiments and shall be discussed with the Detainee population at a consultative group. Menus shall be reviewed to ensure they reflect the diversity of the population;
  - e) ensure drinking water is available to all Detainees at all times;
  - f) provide any special dietary requirement to a Detainee when advised by a member of Healthcare;
  - g) serve meals with the first meal of the day being served no later than 14 hours after the last meal of the previous day and a maximum interval of 5.5 hours between subsequent meals. A means of making a hot beverage must be available at all times;
  - h) ensure menus provide information which enables Detainees to make decisions about their menu choice. Examples would include using symbols to indicate various options e.g. "H" for "Halal". In addition, allergen information must be available and displayed for each menu item. Menus shall include photographs of the meals to help Detainees with meal selection;
  - i) cater for religious festivals as identified by the Religious Affairs Manager, ensuring arrangements are in place for food to be distributed at the appropriate time and any specific food is supplied to allow the observance of the festival in line with the manner with which it would be observed in community and the religious requirements;
  - j) provide a buffet style food service for visiting officials and meetings as requested by the Authority, catering for specific cultural preferences as specified by the Authority; and
  - k) monitor food quality daily, recording observations and findings in a food quality log. Monitoring should be completed by a manager independent of the catering operation.



## 6.2 Catering Arrangements

### 6.2.1 The Supplier shall:

- a) provide all necessary eating utensils (cutlery, plates, cups etc), equivalent to recommended prison standard, free of charge to Detainees;
- b) ensure that all supply, transport and storage arrangements comply with relevant food safety legislation;
- c) provide a designated system of consultation with Detainees and relevant stakeholders about catering arrangements;
- d) employ, manage and properly supervise staff who are trained, skilled and experienced with their work activities and be responsible for training all those engaged in food handling activities. Those carrying out catering duties shall also be trained in diversity, personal safety, effective customer service and interpersonal skills. All catering managers and supervisors shall have relevant mandatory industry recognised catering qualifications;
- e) ensure that all food facilities, processes and practices comply with relevant food safety legislation. Implement a fully documented Food Safety Management System (FSMS). This must include Hazard Analysis Critical Control Point (HACCP) daily monitoring records, including time and temperature controls together with a record of any corrective action associated with critical limit deviation to eliminate/ reduce hazard to an acceptable level. A manager independent of the catering operation should complete regular weekly recorded inspections of the food areas, systems, procedures and point of service arrangements;
- f) implement a fully documented Hazard Analysis Critical Control Point (HACCP) System showing daily monitoring and timing of temperature checks and controls wherever meals are being served. The System shall be in place for:
  - i. receipt,
  - ii. storage,
  - iii. defrost,
  - iv. production,
  - v. cooling,
  - vi. holding,
  - vii. service (hot), and
  - viii. service (cold);
- g) the HACCP System shall also include checks by observation that all food is stored according to its type:
  - i. raw,
  - ii. cooked,
  - iii. frozen,
  - iv. chilled, and
  - v. ambient.

### 6.2.2 The Supplier shall develop and implement a system to prevent food waste. A system shall include proactive measures, a recording mechanism and an investigation

procedure as a minimum to prevent food waste reoccurrence in the future.

6.2.3 The Supplier shall ensure all premises are clean and maintained in good order and take all the actions necessary to prevent pest infestation.

6.2.4 A food business operator (controller) must ensure, as a minimum, compliance with all current food safety legislation and food safety policy during the storage, production, collection, transportation, delivery and the service/disposal of hot and cold foods to include:

- a) regulation (EC) No 852/2004 on the hygiene of foodstuffs (the food business operator must have a food safety management system based on the principles of HACCP in place);
- b) The Food Safety and Hygiene (England) Regulations 2013;
- c) The Food Safety Act 1990 and any relevant regulations;
- d) The Food Standards Act 1999 and any relevant regulations;
- e) Temperature control requirements ([Food Standards Agency - Temperature Control Guidance](#)) which can be accessed via the following link:  
<http://www.reading.ac.uk/foodlaw/pdf/uk-06026-temp-control-draft.pdf>;
- f) all other relevant guidance produced by the Food Standards Agency; and
- g) Prison Service Instruction 44/2010 Catering - Meals for Prisoners which can be accessed via the following link:

<https://www.justice.gov.uk/offenders/psis/prison-service-instructions-2010>

6.2.5 Ensure that the catering team has a full awareness of sustainability issues relating to palm oil and associated supply chain issues (Guidance on Government Buying *Standards for Food and Catering Service which can be accessed via the following link: [Government Buying Standard for food and catering services - GOV.UK](#)*

## 7. WELL-BEING AND RESETTLEMENT

### 7.1 Clothing

7.1.1 Detainees may wear their own clothing or have supplied to them from outside, clothing which is suitable and clean. When a Detainee has no clothing of their own at the time of Discharge or insufficient clothing whilst in the IRC, the Supplier shall provide them with sufficient clothing to ensure that a Detainee has three (3) sets of clothing that is suitable, taking account of the time of the year. The Supplier should not rely on charitable donations to provide clothing for Detainees.

7.1.2 The Supplier shall:

- a) provide Detainees with a reasonable choice of gender, sizes and climate appropriate clothing that is clean, in good repair and well fitting. Such clothing must not carry markings or logos that are inappropriate. Socks and underwear must be new for each individual; Clothing sets for Detainees shall include:
  - i. tracksuit bottoms;
  - ii. tracksuit top;
  - iii. skirts;
  - iv. t-shirts;

- v. shorts;
  - vi. socks (pair);
  - vii. underwear;
  - viii. footwear that is suitable for climatic conditions; and
  - ix. coats
- b) provide Detainees with appropriate clothing, for specific activities at the IRC such as sports kit to include trainers where required and/or any required protective clothing;
  - c) ensure that Detainees are not made to wear distinctive clothing to deter escape, absconding, or as a punishment; and
  - d) ensure that the clothing list and dress code takes account of a Detainees' religious, cultural and medical needs.

## **7.2 Hygiene**

- 7.2.1 The Supplier shall ensure that Detainees are provided with living conditions that are hygienic as per the Detention Services Operating Standards Manual.
- 7.2.2 The Supplier shall ensure that arrangements are in place for achieving and ensuring that Detainees have access to the following:
  - a) a hot water shower and hot water each day;
  - b) hair cutting and nail cutting facilities;
  - c) basic hygiene and toiletry supplies and free of charge and on request that shall be suitable for the needs of the population;
  - d) clean bedding and towels for each Detainee changed a minimum of once a week;
  - e) access to laundry facilities; and
  - f) a system of disposal of all perishable goods held by a Detainee.
- 7.2.3 The Supplier shall ensure that any equipment/facilities included in Section 7.2 (Hygiene) are compliant with all relevant legislation relating to basic standards of hygiene.

## **7.3 Communication**

- 7.3.1 Operate a system to ensure that any communication between a Detainee and the Supplier's Staff is conducted in a Relevant Language i.e. a language that is understood by the Detainee.
- 7.3.2 Provide signs in the IRC which can be clearly understood by a Detainee including those for whom English is not a first language.

## **7.4 Activities**

- 7.4.1 The Supplier shall ensure that all Detainees have access to outside fresh air. The Supplier shall provide Detainees who are not subject to removal from Association or Temporary Confinement with access to suitably supervised and patrolled outdoor space during unlock. The Supplier will provide access to the exercise yards, at each IRC, for a minimum of 10 hours per day.

- 7.4.2 The Supplier shall encourage and provide all Detainees with an opportunity to participate in meaningful activities and education, some of which must be related to a Detainee's country of Return, which reflect the age, gender, cultural, educational and ethnic needs of a diverse population and length of their stay.
- 7.4.3 The Supplier shall ensure that arrangements are in place to deliver activities under proper supervision, that ensures safety and good order within the IRC.
- 7.4.4 The Supplier shall provide a programme of organised recreational activities for Detainees seven (7) days a week and a programme of educational activities for Detainees five (5) days a week at each IRC. The programme of organised recreational activities shall be increased on the weekend to replace educational activities. The programme shall include activities available morning, afternoon and evening each day. The programme shall be published and advertised to Detainees. The activities available should reflect Detainees requirements, as discussed at the Detainee Consultative Meetings. The programme shall be agreed with the Authority.
- 7.4.5 Where a Detainee's movement is limited to their room or residential unit outside of meal breaks then the Supplier shall provide a programme of activities and entertainment. Where local procedures involve locking a Detainee in their room or residential unit during a period of Night State then the Supplier shall have in place suitable activities for Detainees to carry out in their room or residential unit. The activities shall include a mixture of media, and electronic devices.
- 7.4.6 The Supplier shall:
- a) ensure that each Detainee, whose detention at the Immigration Removal Centre exceeds five (5) Days, has their own Individual Learning Plan (ILP) ensuring that all Detainees that wish to take part in education are assessed for literacy, numeracy and language support needs and the information used to structure learning to meet individual needs;
  - b) ensure Detainees receive an Induction for education, where the education opportunities and means of accessing them is explained to each Detainee;
  - c) use Population data to provide a flexible education service;
  - d) provide modular education suitable for the varying length of a Detainee's period of detention. This shall focus on vocational education and include academic education;
  - e) provide a range of courses where accreditation can be achieved;
  - f) provide daily sessions in English for Speakers of Other Languages (ESOL), Art and IT. Other courses may be considered to offer choice to Detainees;
  - g) use suitably qualified staff to deliver education; and
  - h) keep learning records for all Detainees transferring these to Detainees on departure.
- 7.4.7 The Supplier shall:
- a) promote physical exercise to Detainees by addressing barriers such as age, gender, body consciousness and lack of confidence;
  - b) promote the gymnasium facilities to meet the needs of Detainees in particular improving health and fitness, and weight management; and
  - c) carry out a gym Induction for all Detainees wishing to make use of the gym facilities, taking account of any assessment of risk identified by the Healthcare Provider. The Supplier shall ensure that staff delivering and supervising general

activities are qualified and shall ensure staff supervising structured PE activity are competent and trained to do so.

- 7.4.8 The Supplier shall conduct an Induction for all those wishing to engage in organised sports activity, gathering information on a Detainees health, fitness and ability to participate in sports and physical activity. Where a Detainee declares a medical condition or if fitness is deemed not to be of an appropriate standard, the Supplier shall make a referral to the Healthcare Provider for advice before a Detainee undertakes physical activities.
- 7.4.9 The Supplier shall operate a cultural kitchen within the IRC that is open seven (7) days a week, morning, afternoon and evening, where Detainees shall be able to cook and invite other Detainees to eat with them. Detainees shall be able to take food cooked in the cultural kitchen to their residential accommodation. The Supplier shall carry out a range of lessons in the cultural kitchen. The Supplier shall operate a booking system that affords equal access to all Detainees. All ingredients shall be provided by the Supplier.
- 7.4.10 The Supplier shall record those engaging in both recreational activities and education, monitoring Protected Characteristics and those who are vulnerable, to examine and identify any problems of access to activities, implementing improvements to increase usage.

## **7.5 Library and Resource Centre**

- 7.5.1 The Supplier shall provide Detainees with access to reading material, in electronic and print media, which reflects the age, cultural, ethnicity, gender and linguistic needs of a diverse Detainee population.
- 7.5.2 The Supplier shall ensure that:
- a) the Resource Centre has appropriate supervision and is available every day of the year to Detainees, for at least seven (7) hours each day, with a minimum of two (2) hours each session; at least one session must be in the evening;
  - b) reading material, including E-books, are available for Detainees which are of suitable variety, volume and language to meet the needs of the Detainees population;
  - c) they provide a minimum of 25% of the Detainee population access to E-Book devices;
  - d) religious materials, of an amount adequate for the Detainees population, are provided to cater for the religious needs of Detainees;
  - e) newspapers and periodicals that reflect the diversity of the Detainee population are available;
  - f) information packs are provided on destination countries to help Detainees prepare for their arrival and re-integration into the country of their Return. The packs shall include, but not be limited to, practical information, support groups, access to services and financial support in the destination country; and
  - g) copies of the 1971, 1999, 2002 and 2004 Immigration Acts, Detention Centre Rules and Operating Standards and any other relevant publications, as required by the Authority, are provided in the Resource Centre, including a list of solicitors that are approved by the Authority.
- 7.5.3 The Supplier shall ensure that Detainees are provided with reasonable, regulated access to the internet, in accordance with the DSO 'Detainee Access to the Internet'. This access should provide Detainees with the maximum amount of flexibility in how

and when a Detainee can access the internet without compromise to safety and security. Where an internet site is blocked, the Supplier shall operate a system where a Detainee can apply for a site to be unblocked and for this to be completed within 48 hours if agreed.

- 7.5.4 The Supplier shall provide guidance and support to enable Detainees to use the internet for conducting research; and guidance to enable a Detainee to investigate available support services in their country of origin, in preparation for their potential removal.

## **7.6 Shop**

- 7.6.1 The Supplier shall provide a facility where Detainees may purchase a wide range of goods at least seven (7) hours each day, of which a minimum of two (2) hours must be in the evening. There shall be no limit placed upon the amount of money that a Detainee may spend. The stock shall reflect the diversity and meet the needs of the Detainee population.

- 7.6.2 The Supplier shall:

- a) provide a system for Detainees to purchase items;
- b) provide a system where Detainees can request the stocking of new items within the shop and the reason where such a request is declined;
- c) ensure that shop has regular operating hours for Detainees to purchase items which are published;
- d) incorporate proper systems and controls into the service to ensure propriety and to facilitate audit processes;
- e) ensure prices charged are agreed with the Authority in accordance with the DSO 'Use of Shop Profits'; and
- f) implement a system so that Detainees can purchase approved items, not immediately available.

- 7.6.3 The Supplier shall provide a service to exchange foreign currency into Pounds Sterling, within its cashless system, at no charge to Detainees. The Supplier shall use published exchange rates and these shall be displayed daily.

- 7.6.4 The Supplier shall ensure all profits generated by the shop are managed in accordance with the DSO 'Use of Shop Profits' and shall be held separately and applied for the benefit of Detainees, as approved by the Authority. When calculating the profits of the shop, the Supplier shall make no allowance for any expenses, including staff costs and utilities which shall be paid separately to the Supplier in accordance with Schedule 15 (*Charges and Invoicing*).

- 7.6.5 The Supplier shall ensure that the Authority is provided with audited shop accounts each calendar month, within seven (7) days of the end of the month.

- 7.6.6 The Supplier shall monitor Detainee spend to identify any unusual activity and report to the Authority.

## **7.7 Cashless System and Weekly Detainee Allowance**

- 7.7.1 The Supplier shall operate a completely cashless system within the IRC.

- 7.7.2 The Supplier shall load the cashless system with details of any money a Detainee arrives with at the IRC upon their request, making this available for the Detainee to spend in the IRC. On Discharge the Supplier shall issue the Detainee with the balance of the account on the cashless system.

- 7.7.3 The Supplier shall manage money in accordance with DSO 'Management of detainees' cash exceeding the value of £1000'.
- 7.7.4 The Supplier shall arrange the payment of an allowance (■ per week) to each Detainee, using their cashless system.
- 7.7.5 The Supplier shall make arrangements to commence payment of the weekly Detainee Allowance, to every Detainee within 24 hours of their arrival; and ensure payment is made on a daily basis (pro-rata, based on the weekly allowance) thereafter.

## **7.8 Voluntary Participation in Paid Activity**

- 7.8.1 The Supplier shall make available roles for voluntary paid activity within the IRC, in accordance with DC Rule 17, for a minimum of 10 percent of Detainees within the Removal Centre. Rates of pay shall be in accordance with the DSO 'Paid Activity'.
- 7.8.2 The Supplier shall ensure that all Detainees undertaking paid activities receive training and equipment, including Personal Protective Equipment, relevant to their activity, with focus on safety and standards.
- 7.8.3 The Supplier shall not use Detainees undertaking paid activities to deliver any core contractual service requirement e.g. catering and cleaning services. Detainee paid activities may be used to supplement contractual services, but these must be over and above the basic contractual requirement.
- 7.8.4 For Buddy roles available as paid activities the Supplier shall ensure that:
- a) there are clear boundaries for the care and support assistance that Buddies provide Detainees;
  - b) there is a policy in place that sets out the contribution that Detainees may appropriately make to meet the needs of other Detainees and what is not appropriate for them to do;
  - c) Buddies are provided with structured training in the core skills required to meet the role objectives e.g. listening and communicating, confidentiality and data; and
  - d) Buddies are aware of the safeguarding procedures and how they can raise concerns.

## **7.9 Welfare Provision**

- 7.9.1 The Supplier shall provide a welfare team offering a seven day a week service to the Removal Centre, in accordance with the DSO 'Welfare provision in IRC'.
- 7.9.2 The welfare team shall complete a systematic assessment of welfare needs and provide support for Detainees within 48 hours of arrival in the IRC, identifying practical issues that require resolving prior to release or removal and together with the Detainee, develop an individual plan to resolve them; and meet with the Detainee monthly thereafter to review progress.
- 7.9.3 The Supplier shall ensure a Detainee has the practical issues identified in paragraph 7.9.2 progressed within the timescale agreed with the Detainee and detailed in their individual plan. Any failure to resolve issues within the agreed timescale should be reported to the Authority on a weekly basis.
- 7.9.4 When requested by the Authority, the Supplier shall complete bio-data and Emergency Travel Document forms with the Detainees in the IRC, within 24 hours of receiving this request.

- 7.9.5 The Supplier shall, prior to a Detainee transfer to another IRC, capture and record outstanding welfare issues that require resolving prior to removal, that immediately need to be taken account of, on arrival at the receiving IRC. This record should be sent to the IRC the Detainee is transferring to, at the time of Discharge.
- 7.9.6 The Supplier shall advertise and hold weekly group meetings with Detainees within the IRC, with the help of interpreters where necessary, to enhance communication with different groups of Detainees, especially those who speak little English. The meetings should identify outstanding needs of Detainees, inform Detainees of changes or issues in the IRC that affect them; and provide a conduit to keep the Supplier and the Authority informed of Detainee concerns, so they can be addressed. The Supplier shall produce minutes of these meetings which are published and displayed in Detainee areas.

#### **7.10 Voluntary Departures**

- 7.10.1 The Supplier shall support Home Office's objectives by promoting Voluntary Departures and providing information on the benefits of voluntary returns schemes, as directed by the Authority.

#### **7.11 Resettlement**

- 7.11.1 The Supplier shall help prepare Detainees within the IRC for their Returns and for their arrival and re-integration into their country of Return by:
- a) helping Detainees research home country information specific to their Return;
  - b) encouraging and facilitating Detainees to contact friends and family in the Return country via email or telephone; and
  - c) helping Detainees to accept the impact of their Return and the implications for them.

### **8. RELIGION AND RACE RELATIONS**

#### **8.1 Arrangements for Religious Observance**

- 8.1.1 The Supplier shall ensure that the practice of religion in the IRC shall take into account the diverse cultural and religious backgrounds of the Detainees and that their religious/spiritual needs are met as far as practicable, with facilities being available for prayer, religious services and for pastoral care.
- 8.1.2 As a minimum the Supplier shall ensure that:
- a) a full-time, or full-time equivalent, manager with responsibility for religious affairs is appointed and based at the IRC, supported by the recruitment of other world faith practitioners;
  - b) religious practice is provided on a weekly basis in line with the published timetable;
  - c) Detainees have full opportunity to observe and practice their faiths, but there shall be no compulsory religious observance at the IRC;
  - d) Detainees are provided with multi-faith appropriate accommodation to meet their religious needs;
  - e) Detainees are able to eat and be clothed in a manner appropriate to their religion within parameters agreed between the relevant religious body and the Authority;
  - f) a published timetable of worship, religious festivals and events suitable for a Detainee's needs is published in the IRC. Religious festivals and events shall be



planned for and plans shall meet the requirements of the religion;

- g) arrangements are in place for pastoral visits to a Detainee by practitioners of relevant faiths;
- h) arrangements are made for reasonable religious observances and study, responsive to the Detainees population at the IRC. The Supplier shall explain the detail of arrangements to Detainees. This shall include the arrangements identified in the Equalities Assessment for Night State;
- i) a religious affairs team is established which shall meet at least quarterly. Minutes shall be produced of this meeting and shared with the Authority; and
- j) religious material sufficient to meet the needs of the population, relating to the religion of Detainees are available for personal use.

## **8.2 Race Relations**

### **8.2.1 The Supplier shall:**

- a) implement a Race Relations Policy in respect of Detainees, which has been approved by the Authority and shall be implemented after the approval;
- b) appoint a suitably trained Diversity and Equality Advisor to assist in the process of monitoring Complaints and their outcomes;
- c) establish a Diversity and Equality Advisory Committee to meet at least monthly;
- d) ensure that material which may give any form of offence of a religious, racial or sexual nature is not on open display at the IRC;
- e) ensure that Detainees are entitled to eat and be clothed in an appropriate manner to their religion within parameters agreed between the relevant religious body and the Authority;
- f) provide information on policy and practice relating to Race Relations readily available to Staff, Detainees and Visitors;
- g) produce an annual report to the Authority on Race Relations within the IRC, ensuring the format of the report is agreed with the Authority and content shared with the Authority;
- h) ensure all departments attend the monthly diversity, equality and inclusion committee meetings; and
- i) ensure up to date Diversity Officers details shall be displayed on notice boards in the IRC.

## **9. CONTACT AND COMMUNICATIONS**

### **9.1 Correspondence**

9.1.1 Detainees may send, at their own expense, and may receive, as many emails, letters and faxes as they wish.

#### **9.1.2 The Supplier shall ensure that:**

- a) all mail/faxes are treated as confidential, subject only to DC Rule 27(4);
- b) Detainees are able to send one personal letter each week to anywhere in the world at the Supplier's expense;
- c) any mail/fax received for a Detainee who has been discharged from the IRC, is

forwarded to the next known address or, if unknown, returned to the sender, where details are available. If mail/fax cannot be forwarded in either circumstance, the Supplier shall immediately pass the mail/fax over to the Authority;

- d) Detainees are allowed to:
  - i. send unlimited correspondence to their legal advisor at the Supplier's expense;
  - ii. have free access during Association Time to a fax machine, photocopying service, printing service and a scan and send service, available at no charge to Detainees; and
  - iii. maintain confidentiality when printing legal documents;
- e) Detainees shall receive their mail/faxes within four (4) hours of it being received at the IRC or by the Supplier, (including internal mail), and have a system in place to ensure delivery and monitoring of post distribution;
- f) mail is collected from Detainees and posted to catch the latest Post Office collection of the day. Collection times shall be advertised in the IRC; and
- g) reasons for the delay in Detainees receiving mail and faxes should be reported to the Authority, investigated and procedures put in place to prevent reoccurrence.

## **9.2 Visits**

9.2.1 Detainees must be allowed to maintain contact with family, friends and others without restrictions other than when necessary on grounds of security and safety. Visits must be arranged in accordance with the DSO 'Visitors and Visiting Procedures'.

9.2.2 The Supplier shall ensure:

- a) Detainees receive Visits providing this does not compromise the safe, secure and efficient operation of the IRC. A record of any Visits that cannot be facilitated should be maintained along with the reasons for refusal. Visits to Detainees in the IRC shall take place in the IRC Visits Area;
- b) visits take place seven (7) days a week during Association Time, achieving the minimum visiting hours as set out in the Detention Centre Operating Standards Manual;
- c) visit times meet the needs of Detainees, and conduct an annual review to monitor this;
- d) the operation of a booking system for Visitors, accessible on-line and by phone, that provides Visitors with the information that they need regarding security, safeguarding and access, translated into key languages. The booking system shall also allow Detainees to book Visits on behalf of those wishing to visit them;
- e) Visitor details, including their home address, are recorded and should be provided to the Authority on request within 24 hours. The time taken between a Visitor registering their arrival and the commencement of the Visit that shall not exceed 30 minutes;
- f) arrangements are in place to accommodate requests for a Visit outside of normal visiting hours to a Detainee who is being removed from the UK later that day. The Supplier must notify the Authority;
- g) a Visitor is able to hand in permitted items for a Detainee including baggage that may be brought to facilitate removal from the UK, providing that the amount

of baggage conforms to the restriction of no more than 23kg per Detainee, as specified in DSO 'Management of Property', unless the Detainee has committed to pay the excess, or made arrangements to ship the luggage to their home country; and

- h) a Detainee is available within 30 minutes of a Visitor's arrival being recorded unless a Detainee specifically declines to attend a Visit.

9.2.3 Transport is to be provided between the IRC and nearest bus/railway station for the use of Visitors to the IRC, each day in line with the hours operated for visits. This is to ensure visitors are not unnecessarily delayed in getting to their visit. The Supplier shall implement a clear policy in respect of the scope and use of Closed Visits/banned visits in accordance with the DSO 'Visitors and Visiting Procedures'.

### **9.3 Visiting Children**

- 9.3.1 The Supplier shall ensure that each Visiting Child is kept safe from harm. These arrangements must be based on the Home Office's requirement to safeguard and promote the welfare of children under Section 55 of the Borders Citizenship and Immigration Act 2009 and the DSO 'Safeguarding Children Policy'.
- 9.3.2 A Visiting Child is any child or young person up to the age of 18 years, as per statutory guidance which supports the Children and Young People Act 2008.
- 9.3.3 The Supplier shall provide a safe facility to promote children visiting. The facility used for the Visit should be a relaxed environment where all children will be supported. Visits should be informally supervised.
- 9.3.4 The Supplier shall ensure that unless a risk assessment highlights a specific risk to the contrary, Detainees should be allowed to embrace family and young children during the visit. Any instance of a Visiting Child being used to pass contraband should be referred as a safeguarding concern.
- 9.3.5 Where a Detainee is not related to the Visiting Child, the Supplier shall ascertain the nature of the relationship to the Detainee and monitor these visits carefully to ensure the welfare of the Visiting Child is not compromised.
- 9.3.6 The Supplier shall have clearly defined staff guidance in place on the management of Detainees being visited by children to ensure all children's welfare is appropriately safeguarded. These should include guidance on what action to take should there be issues causing tension or concern during the visit; specifically, who will support the Detainee and separately the Visiting Child, and separation arrangements for parties involved in a Visit. It will also explain that the purpose of the Visit is about maintaining the relationship with the Detainee and that no burden of responsibility shall be placed on the Visiting Child and that the facility to play and enjoy time with each other will be the focus.
- 9.3.7 The Supplier shall inform parties visiting a Detainee, where a Visiting Child is involved, of the right to curtail the Visit on behalf of the Visiting Child should there be any concerns regarding welfare or safety.
- 9.3.8 The Supplier shall have in place simple information sheets, available for Visiting Child which will help them be prepared and understand how the Visit will be facilitated.
- 9.3.9 The Supplier shall report immediately to the Authority, any instance of a Visiting Child being used to pass contraband.
- 9.3.10 The Supplier shall ensure that arrangements are in place with the Children's Services Department of the relevant local authority for making timely and effective child protection or safeguarding referrals.

- 9.3.11 The Supplier shall ensure that all Staff who come into contact with or supervise Visiting Children are effectively trained and refreshed at regular intervals in safeguarding and protection related procedures for Children. The training shall enable Staff to relate appropriately to Children, taking account of their diversity and developmental need; the identification and response to Child Protection; and promote a culture of Child Safeguarding.
- 9.3.12 The Supplier shall maintain accurate, up to date records of the Child safeguarding and protection related training Staff undertake.
- 9.3.13 The Supplier shall ensure that arrangements for communicating with and if needed, escalating concerns about a Child, with other local authorities are established and agreed in advance with the relevant local authority.
- 9.3.14 The Supplier shall demonstrate that any recommendations made by the Children's Services Department, in its reports, are given proper consideration and that appropriate action in response is taken and recorded.
- 9.3.15 The Supplier shall ensure that effective internal audits are regularly conducted which focus on both its Child welfare provisions and its Child safeguarding / protection arrangements.

#### **9.4 Official, Legal or Case Related Visits/ Interviews and Hearings**

- 9.4.1 The Supplier shall:
- a) facilitate and supervise Official, Legal or Case Related Visits/Interviews during Association Time, seven (7) days a week, but in cases of urgency, at other times. This shall include the use of a video conferencing facility within the IRC;
  - b) assist the Authority in arranging daily immigration case related surgeries at the IRC, providing Detainee Custody Officers (DCOs) to manage the security of surgeries;
  - c) assist the Legal Aid Agency to arrange advice surgeries at the IRC on at least five (5) days each week;
  - d) ensure Visits from Authority personnel, Police Officers and HMRC Officers shall be permitted at any time;
  - e) record Official Visitor details, checking the identify documents of those visiting;
  - f) ensure Official Visitors are reminded about the importance of information security in the IRC;
  - g) ensure Detainees are available for interview within 30 minutes of a request being made or at the appointed time arranged for an Official, Legal or Case Related Visit/Interview and Hearing;
  - h) ensure Supplier Staff carry out discreet and unobtrusive monitoring and immediate assistance, if required, during an Official Legal or Case Related Visit/Interview and Hearing;
  - i) ensure Detainees have the right of access to their Legal Advisor, in person, by telephone or other appropriate means;
  - j) ensure a list of contact numbers of support groups are made available to Detainees, including whether numbers are free phone;
  - k) provide telephone and video/internet conferencing equipment in good working order for an Official, Legal or Case Related Visit/Interview and Hearing, where the room is designated for this use, offering sufficient privacy and silence;

- l) make provision to enable Detainees to see an independent medical practitioner. Paragraph 33(1) of the Detention Centre Rules specifies that visiting independent medical practitioners shall be afforded reasonable facilities for examining. This shall include:
  - i. a private room (i.e. without a curtain-less window in the door);
  - ii. examination couch or bed with a sheet or paper couch roll and pillow;
  - iii. hand washing facilities;
  - iv. access to facilities to weigh and measure the Detainee;
  - v. copies of up-to-date clinical records; and
  - vi. a booking system enabling the rooms to be booked 7 days per week for 8 hours per day.

## **9.5 Telephones**

### **9.5.1 The Supplier shall:**

- a) provide individual Wi-Fi enabled mobile phone, sufficient for the entire capacity at the IRC, with facilities for incoming and outgoing calls, to each Detainee in accordance with DSO 'Mobile Phones, internet enabled devices and cameras. provide a secure Wi-Fi network, that runs throughout the Immigration Removal Centre, providing signal coverage in all areas that Detainees have access to that is sufficient to allow phone calls as a minimum;
- b) ensure testing of the Wi-Fi/mobile phone signal coverage in the Immigration Removal Centre daily, providing a report to the Authority confirming the outcome of the test;
- c) ensure the Authority is notified immediately of any identified phone reception failures, carry out the required rectification activity and put in place a contingency plan to ensure continuity of service;
- d) ensure the use of mobile phones is supported by the provision, of top up credit, which allows a Detainee to make International Direct Dial calls at the most economical rate available;
- e) provide mobile phones that:
  - i. are only enabled to work in conjunction with the secure Wi-Fi network;
  - ii. have the capability to make and receive phone calls and SMS text messages;
  - iii. have a unique dedicated phone number for each Detainee;
  - iv. have the capability to access the internet in line with the Immigration Removal Centre's IT Suite, adhering to Detention Services Order 'Detainee Access to the Internet;'
  - v. do not have cameras or, the camera on the phone must be disabled so Detainees cannot take photos or videos; and.
  - vi. have applications (Apps) added to them as agreed between the Supplier and the Authority.
- f) ensure Detainees are promptly informed of incoming calls to the switchboard with minimum disruption to the IRC; and.
- g) ensure Wi-Fi enabled phones remain compatible and up to date with the latest technology

## **9.6 Complaints**

- 9.6.1 The Supplier shall ensure that the investigation of Complaints made by Detainees complies with the procedures set out in the DSO 'Handling of Complaints'.
- 9.6.2 The Supplier shall:
- a) ensure that, on arrival at the IRC a Detainee is made aware of the procedures for making a Complaint;
  - b) operate procedures which comply with the requirements of DSO 'Handling of Complaints';
  - c) operate an informal Complaints procedure that ensures that all informal Complaints are identified, recorded and addressed; and
  - d) ensure that Complaints of alleged discrimination against any Protected Characteristic, including racial discrimination, disability discrimination, homophobia or transphobia, are brought to the attention of the Diversity and Equality Advisor whose role is to investigate such Complaints.

## **9.7 Social Media Visits**

- 9.7.1 The Supplier shall operate social media video visits. These shall be carried out in a designated area(s) and shall be available during Association Time. The Supplier shall operate a policy for video visits which shall include Safeguarding Children and supervision of video calls, in accordance with the DSO 'Detainee Access to Video Call Service'.

# **10. USE OF FORCE, REMOVAL FROM ASSOCIATION AND TEMPORARY CONFINEMENT**

## **10.1 Use of Force**

- 10.1.1 The Supplier shall ensure that reasonable force is used only when necessary to prevent escape, to prevent self-harm, to prevent harm to others, to prevent violence or for lawful removal. Reasonable force may include the application of handcuffs, where such restraint is proportionate and is necessary to ensure continued detention and safe removal. The Supplier shall ensure that it complies at all times with DC Rule 41. No more force than is necessary shall be applied.
- 10.1.2 Only Staff who have up to date training in Control & Restraint may use force on Detainees, if deemed necessary and proportionate. Staff should complete both initial training and refresher training as specified in Section 14 (Personnel and Staffing).
- 10.1.3 The Supplier shall:
- a) put in place arrangements for ensuring that reasonable force is only used (as per Detention Centre Rules 41) when it is honestly perceived that the Use of Force is necessary in the circumstances; that the degree of force used is reasonable; and the force used is proportionate to the seriousness of the circumstances;
  - b) ensure that it purchases from and uses only Control & Restraint (C&R) techniques approved by HM Prison & Probation Service (HMPPS). HMPPS training establishments shall carry out Advanced C&R training. Basic training may be carried out by the Supplier's own instructors provided that they have been trained and certified by HMPPS. Staff shall be equipped or have available to them appropriate personal protection equipment;
  - c) ensure that any planned Use of Force techniques are recorded, and the record

is retained on video or CCTV in line with the DSO 'Surveillance Camera Systems'; medical staff are notified of the intention of Use of Force and attendance requested; and the Authority is informed prior to the application being carried out and as soon as possible after the Incident;

- d) ensure there is scrutiny of Use of Force carried out. A member of the Supplier's Senior Management Team must review any Use of Force within 24 hours of the occurrence, along with a member of staff who has been appointed and trained to scrutinise Use of Force. Scrutiny shall include, as a minimum, video footage (from CCTV, body worn camera or hand-held devices), as well as individual Use of Force reports. The Authority shall be invited to the review; and
- e) hold a Use of Force Oversight Board on a monthly basis, attended by the Security Manager, a use of force instructor and the Authority. This Board shall be used to consider any issues concerning Use of Force within the IRC, to include Use of Force records, surveillance footage, injuries sustained and scrutiny of training records.

10.1.4 The Supplier shall ensure that immediately after a Use of Force Incident the following arrangements are in place to comply with the requirements set out below in the event of Use of Force:

- a) the Detainee is seen by the on-site Healthcare Team as soon as practically possible;
- b) the Detainee is seen by the on-site Supplier's Senior Manager;
- c) the Incident is recorded in the central log of incidents involving the Use of Force;
- d) a "Use of Force Report" (as provided by the Authority) is completed by each member of the Supplier's Staff involved in the Incident and shall set out all the material facts relating to it and which shall be reviewed by a Duty Manager, for the Supplier, to assess quality of reporting and content;
- e) the Authority is provided with copies of the "Use of Force Reports" within 24 hours of the Incident;
- f) the Authority is informed of the Incident, as soon as possible and no more than three (3) hours after an Incident, and given the opportunity to see the Detainee;
- g) the Independent Monitoring Board is informed of the Incident as soon as possible and given the opportunity to see the Detainee;
- h) the Authority is informed of any issue identified with the Use of Force, including both the Incident and the association record keeping, within 24 hours of the Incident and;
- i) the Supplier shall provide a unit which comprises of 14 Advanced C&R trained Staff at any time, to be deployed should an incident take place where they are required within the IRC and;
- j) the Supplier shall provide a minimum of three trained Hostage Negotiator Staff at any time, to be deployed should an incident take place where they are required within the IRC.

## **10.2 Removal from Association and Temporary Confinement**

10.2.1 The Supplier shall ensure that it fully complies with all guidelines set out in DSO 'Removal from Association (Detention Centre Rule 40) and Temporary Confinement (Detention Centre Rule 42)' 'and that Staff involved in the monitoring of those relocated or those responsible for the individual who has been relocated are fully

trained in the procedures, management of risks and completion of associated paperwork. Records of those relocated shall be maintained and provided to the Authority as directed. Records should be reviewed daily by Centre Manager(s) to check completeness and quality of records.

- 10.2.2 Where it appears necessary in the interests of security or safety that a Detainee should not associate with other Detainees on normal association, the Authority or the Centre Manager may order the Detainee's removal from Association. A Detainee shall not be removed from Association as a punishment or after they have ceased to behave in a way that requires removal from Association. The Supplier shall:
- a) ensure a Detainee shall only be removed from Association in accordance with the provision of Rule 40 of the DC Rules and comply with all the provisions of Rule 40 of the DC Rules;
  - b) operate procedures that comply with the DSO 'Removal from Association (Detention Centre Rule 40) and Temporary Confinement (Detention Centre Rule 42)'. In particular, implement monitoring systems and decision-making processes to ensure that removal from association is reviewed daily and a return to normal accommodation is achieved as quickly as possible;
  - c) ensure a Detainee is provided with details of their regime access on entering Rule 40; and
  - d) maintain gender population separation rules in the IRC between Detainees removed from Association.
- 10.2.3 The Authority may order the Supplier, or the Centre Manager may decide to temporarily confine a disruptive or violent Detainee in Temporary Confinement accommodation. A Detainee shall not be so confined as a punishment or after he or she has ceased to be disruptive or violent. The Supplier shall:
- a) ensure that a Detainee shall only be temporarily confined in accordance with the provisions of Rule 42 of the DC Rules and the Supplier shall comply with all the provisions of Rule 42;
  - b) operate procedures that comply with the DSO 'Removal from Association (Detention Centre Rule 40) and Temporary Confinement (Detention Centre Rule 42)'. In particular, implement monitoring systems and decision-making processes to ensure appropriate use of Temporary Confinement accommodation and care of Detainees; this should include a daily review and the process of de-escalation;
  - c) ensure a Detainee is provided with details of his/her regime access on entering Rule 42; and
  - d) maintain separation between Detainees held in temporary confinement.

## **11. HEALTH AND SAFETY ARRANGEMENTS**

### **11.1 General**

- 11.1.1 The Supplier shall comply with the Health and Safety at Work Act 1974 and other relevant legislation and provide a workplace that is healthy and safe.
- 11.1.2 The Supplier shall:
- a) ensure a local Health and Safety Policy is in place. This Policy would include details of procedures for reporting, investigating, and acting upon Health and Safety issues;



- b) develop and implement a system to complete comprehensive risk assessments, which where applicable would include safe systems of work, for all activities undertaken by the Supplier's Staff and their appointed Subcontractors, Detainees, and all Visitors to the IRC;
- c) ensure arrangements are in place for monitoring Health and Safety performance;
- d) undertake regular reviews, on at least an annual basis of the Health and Safety Policy, Risk Assessments and Safe Systems of work. Also, to provide a clear protocol for providing assurance of their Safety Management Systems;
- e) implement a procedure to liaise with and co-operate with external bodies, including but not limited to, Health and Safety Inspectors, Environmental Health Officers and visits by HM Chief Inspector of Prisons and other official bodies;
- f) ensure that a person within the Supplier's organisation, who has overall responsibility for Health and Safety within the IRC, is a member of the Chartered Institute of Occupational Safety and Health;
- g) appoint a suitably qualified and experienced Health and Safety Officer. The Health and Safety Officer should have a NEBOSH General Certificate or equivalent qualification as a minimum;
- h) appoint a Health and Safety Committee with defined responsibilities, meeting quarterly. These meetings shall be minuted, chaired by the Health and Safety Officer and minutes shared with the Authority;
- i) provide information, instruction, supervision, and training to all relevant personnel e.g. persons working in, living at and visiting the IRC are in place. As part of the training protocol the Supplier is required to provide induction training to the Supplier Staff, Authority and the IMB (Independent Monitoring Board) on working in a detention environment, hazards, risk assessment, fire safety awareness and local emergency evacuation procedures;
- j) provide First Aid for Detainees, Visitors, the Supplier's staff, Authority staff and the IMB as required;
- k) ensure that they are aware of the Regulatory Reform (Fire Safety) Order 2005 (SI 2005/1541) and that any instructions and procedures are adhered to; and
- l) provide and maintain a suitable number of automated external defibrillators (AEDs) and train staff to operate them.

## **12. PROVISION FOR VULNERABLE DETAINEES**

### **12.1 General**

- 12.1.1 The Supplier shall roster Safer Detention operatives, 7 days a week, 7 hours per day and appoint a Safeguarding Lead as a minimum, ensuring Supplier obligations in relation to the management of Vulnerable Detainees are met.
- 12.1.2 The Supplier shall enable a Detainee in need of additional support to be re-located to dedicated Supported Living Facility.
- 12.1.3 The Supplier shall appoint a suitable, competent Safeguarding Lead who will apply their knowledge to implement and maintain safeguarding procedures and policies as per DSO 'Assessment Care in Detention and Teamwork (ACDT)' and DSO

‘Safeguarding Children’ in agreement with the Authority.

## **12.2 Suicide and Self-Harm**

- 12.2.1 The Supplier shall provide care and provision for Detainees at risk of suicide or self-harm, working in partnership with the Healthcare Provider and the Authority to ensure that a Detainee is appropriately identified as being at risk of suicide or self-harm, that there is a comprehensive plan to manage the risk during the Detainee’s stay at the IRC and that any transfer or release is carefully planned and managed.
- 12.2.2 Staff shall identify and provide care and support to those Detainees at risk of suicide or self-harm, in accordance with DSO ‘Assessment Care in Detention and Teamwork’.
- 12.2.3 The Supplier shall put in place arrangements to minimise the risk of a Detainee committing suicide or an act of self-harm ensuring as a minimum ensure the following:
- a) Detainees at risk are identified as soon as possible;
  - b) Assessment Care in Detention and Teamwork (ACDT) training is provided for all staff, including those employed by partner organisation working in the Immigration Removal Centre, at the appropriate level and to a standard delivered within HMPPS;
  - c) Assessment, Care in Detention and Teamwork (ACDT) case management documentation is completed to a comprehensive standard and case reviews are multidisciplinary;
  - d) when Authority staff do not attend reviews, an immigration update is obtained and recorded;
  - e) monthly safeguarding committee meetings, chaired by the Safeguarding Lead, are held within the IRC, covering the subject of suicide and self-harm and ACDT procedures that is attended by all relevant departments;
  - f) measures are established which ensure active engagement with Detainees at risk rather than passive monitoring, with trained assessors appointed along with named case managers;
  - g) arrangements to care for the needs of others in the IRC affected by suicide or self-harm;
  - h) create a ‘Near-Miss Log’, to record each Incident, regardless of severity, when a detainee has attempted any form of self-harm. The Near Miss Log should be provided to the Authority on a monthly basis;
  - i) emergency first aid kits including a suicide and self-harm box which contains paramedic shears, CPR face masks and resuscitation aids with non-return valves, 4 x latex gloves, ambulance dressings and bio-hazard clean up kit are accessible and appropriately maintained;
  - j) ensure that all their Staff are provided with anti-ligature knives and trained in their appropriate use. Also, the Supplier shall ensure that anti-ligature knives are available to other, non-Supplier Staff;
  - k) links with supporting charities e.g. Samaritans are developed that shall offer guidance and support to Detainees;
  - l) ensure that when a Detainee is transferred to the IRC on an open ACDT or Assessment Care in Custody and Teamwork (ACCT) case management document, the existing booklet should be used rather than creating a new

booklet;

- m) a list of all Detainees on an open ACDT should be provided to the Authority on a daily basis; and
- n) develop, operate, and manage a suicide and self-harm reduction strategy.

### **12.3 Adults at Risk (AaR)**

12.3.1 The Supplier shall put in place effective procedures and assessments for those suspected to be at risk of harm or those declaring to be, as set out in DSO 'Management of Adults at Risk in Immigration Detention'.

12.3.2 The Supplier shall:

- a) ensure those Detainees identified with vulnerabilities, are risk assessed, on arrival, as referenced in Section 3 (Admissions and Discharge); and on a regular basis, ensuring that any precautionary arrangements are made to minimise the risk to the Detainee, other Detainees and staff; this must include a documented room sharing risk assessment system complying with the DSO 'Room Sharing Risk Assessment';
- b) introduce a Buddy/befriending scheme for Detainees who are vulnerable and require additional support within the IRC;
- c) publish a safeguarding policy, detailing how at-risk adults shall be protected in the IRC. A copy of the Safeguarding Policy shall be displayed in key areas to include as a minimum reception, social visits and visitors centre;
- d) develop formal arrangements for safeguarding adults in partnership with the relevant local authority;
- e) hold on a weekly basis an AaR Multi-Disciplinary Team (MDT) meeting, which shall include invitations to the Authority, Healthcare Provider and, where appropriate, the IMB. The MDT shall review the need for a care plan, the content of existing care plans and consider the need for a comprehensive release plan for all detainees considered an Adult at Risk;
- f) submit initial AaR care plans to the Authority within 24 hours; and
- g) hold a register of all AaR and the level of risk they are assessed which shall be submitted to the Authority as a minimum on a weekly basis. The Supplier shall work with the Authority to reconcile AaR records.

### **12.4 Food and Fluid Refusal**

12.4.1 The Supplier shall put in place plans and a policy for the care and management of Detainees who refuse food and/or fluid in accordance with DSO 'Care and Management of Detained Individual Refusing Food and Fluid'.

12.4.2 The Supplier shall provide a list of all Detainees refusing food and/or fluid for any reason given by the Detainee, on a daily basis.

### **12.5 Age Dispute**

12.5.1 The Supplier shall follow procedures as set out in the DSO 'Care and Management of Post Detention Age claims' where a Detainee claims to be under the age of 18 but there is a lack of physical or definitive documentary evidence.

12.5.2 Where a Merton compliant age assessment is required by the local authority, the Supplier shall make appropriate arrangements for the care of the Detainee until the Detainee has been assessed/released.

## **12.6 Adult Safeguarding**

### **12.6.1 The Supplier shall:**

- a) develop, operate and manage a violence reduction as well as anti-bullying / antisocial behaviour strategy that provides support to victims and requires bullies to address their anti-social behaviour;
- b) develop arrangements, in conjunction with the appointed Healthcare Provider, for the management of Detainees on a substance misuse programme;
- c) conduct a Safer Detention survey, a minimum of every 6 months in the IRC; the results of which should be shared with the Authority, analysed and the findings used to inform policy and practice;
- d) create and administer a stringent drugs supply reduction policy to combat and reduce the introduction of drugs and other prohibited substances from the IRC; and
- e) candour logs should be made available for Detainees to complete and submitted to the Authority on a monthly basis.

## **13. CONTINGENCY PLANNING ARRANGEMENTS**

### **13.1 Contingency Planning**

#### **13.1.1 The Supplier shall operate the IRC in a manner conducive to avoiding Incidents.**

#### **13.1.2 The Supplier shall have in place detailed Contingency Plans and detailed procedures on Incident Command, supporting structures and post incident procedures and policies relating to an analysis of local risks to ensure the effective management of incidents. All plans shall include a requirement to inform the Authority at the earliest opportunity, shall set out the appropriate response to Incidents and shall:**

- a) delegate responsibility to suitable individuals and set out the appropriate action to be taken in a variety of general and specific circumstances;
- b) be easily available to appropriate Staff in the communications room, the command suite and the gate house of the IRC;
- c) Contingency plans must be reviewed annually by an appointed Senior Manager and agreed by the Authority;
- d) be updated and amended in light of experience and lessons learned;
- e) be fully detailed, clearly set out and supported by easy-to follow charts and check lists;
- f) include details of its wider arrangements for avoiding the Incident; and
- g) be applicable to both Day and Night State. In instances where staffing dictates the plans are different, a separate contingency plan must be drawn up to cover a 24-hour period.

#### **13.1.3 In drawing up its Contingency Plans, the Supplier shall consult, and incorporate arrangements for a timely and sufficient response from emergency services to any Incident that cannot be managed or contained by the Supplier. The relevant local authority and emergency services shall include but not be restricted to:**

- a) Local and neighbouring police forces;
- b) The Fire and Rescue Service;

- c) local hospitals and medical services; and
  - d) the local social services department (or other child protection agency).
- 13.1.4 The Contingency Plans shall recognise the need for a level of response appropriate to the seriousness of the Incident and shall include a mechanism for requesting suitably timely and sufficient assistance from the emergency service or local authority. The Contingency Plans shall take into account when assistance from or handing over of command to a controller shall be required.
- 13.1.5 The Contingency Plans shall include full details as to liaison with the Authority during any Incident. They shall also include handover arrangements if the Authority or HMPPS is required to take over control of the IRC.
- 13.1.6 The Supplier shall submit to the Authority for its approval copies of its proposed Contingency Plans for handling Incidents no later than the dates specified in Schedule 13 (*Implementation Plan*). The Contingency Plans shall specify the staff to whom, and the parts of the IRC in which the Contingency Plans shall be made available in accordance with Paragraph 13.1.2.(b) above. All subsequent updates, amendments and reprints of all or any part of the Contingency Plans shall also be sent to the Authority for its approval. The Authority shall not be deemed to have given its approval to such updates, amendments and reprints until a letter of approval has been issued by, or on the behalf of, the Authority.
- 13.1.7 The Supplier shall operate a monthly testing regime for contingency plans where all contingency plans are tested annually, including two (2) live desk top exercises, to which the Authority shall be invited. The schedule of planned tests shall be provided to the Authority at the commencement of each Contract Year. Contingency Plans shall be reviewed and updated following lessons learned from completed tests.
- 13.1.8 The Supplier shall provide, outline Contingency Plans that, as a minimum address the follows incidents:
- a) concerted Indiscipline (Active or Passive);
  - b) escape from an IRC;
  - c) escape from Escort;
  - d) hostage (static and on the move);
  - e) death of a Detainee in custody;
  - f) death of a Detainee whilst on Escort;
  - g) death of other person (on duty or in the IRC)
  - h) roof climbing;
  - i) bomb threat/explosion;
  - j) firearm/ Ammunition/CI Spray (Actual find/threat of presence);
  - k) key lock compromise;
  - l) radio compromise;
  - m) full close down search;
  - n) fire;
  - o) barricade;
  - p) widespread illness; communicable diseases, including pandemics;
  - q) intruder in the grounds;

- r) tool loss;
- s) public demonstrations;
- t) loss of Services, including third-party non-sub-contracted Services;
- u) Detainee evacuation of the IRC to a temporary site; and
- v) withdrawal of labour/Supplier Staff strike.

13.1.9 The Supplier shall:

- a) resolve any claim for the loss or destruction of a Detainee's property, resulting from an Incident where a contingency plan has been invoked, within one month of the Incident or before the Detainee is removed from the country, where reasonable to do so;
- b) ensure arrangements are in place for, a suitably trained/qualified Staff who shall work in the Incident Command Suite;
- c) notify the Authority of a debrief following any Incident, or emergency that requires the opening of a Contingency Plan, in line with DSO 'Reporting and Communicating Incidents';
- d) provide an up to date copy of the Contingency Plans to the Authority and HM Prison and Probation Service (HMPPS);
- e) pay all costs incurred by HMPPS arising out of any Incident, if HMPPS provides assistance on request from either the Supplier or the Authority; and
- f) in the event of procedures in paragraph 13.1.8 being activated, comply with HMPPS command arrangements during the Incident.

13.1.10 The Contingency Plans shall set out the requirements for the detailed recording of all Incidents. These shall include:

- a) a simple listing sheet on which the relevant details of any Incidents which occur at the IRC shall be recorded chronologically and which shall be kept in the control room;
- b) written internal reports from staff at the IRC using forms designated for the purpose;
- c) entries in the ICR Duty Manager's daily log;
- d) use of specially designed forms for submission to the Authority; and
- e) if requested by the Authority, preparation of a report on the Incident.

13.1.11 The Supplier shall include in its Contingency Plans a list of those Incidents which would have sufficient impact on the security and safety of the IRC and/or the Detainees to warrant a review following the resolution of the Incident. Any review carried out after the resolution of an Incident shall:

- a) analyse all aspects of the Incident, including the procedures used to resolve the Incident;
- b) assess the reactions and responses of staff at the IRC to the Incident;
- c) review the effectiveness of the Contingency Plans in the light of the Incident; and
- d) seek prior written approval from the Authority and consider the media responses, if any, to the Incident.

## 14. PERSONNEL AND STAFFING

### 14.1 Personnel Management Procedures

14.1.1 The Supplier shall comply with its Personnel Policies and shall:

- a) demonstrate to the Authority that it is attempting to recruit an ethnically diverse workforce at the IRC taking lawful positive action measures in recruitment to increase representation in the workforce;
- b) carry out regular monitoring and provide a monthly report to the Authority of the gender and the number of black and minority ethnic staff (BAME) as a percentage of total employees, employed to work at each site. The monitoring shall assess the effectiveness of the equal opportunities policy and the extent to which any possible inequalities exist within the workforce. Such monitoring may include collecting, storing, and analysing such data on an anonymised basis;
- c) provide to the Authority on an annual basis, details of Staff salaries for all posts, including the Detainee Custody Officer and the Detainee Custody Manager, providing analysis of market research undertaken that demonstrates that salaries are competitive;
- d) ensure it has a recruitment and retention policy covering key posts aimed at ensuring recruitment and retention. The recruitment and retention policy should cover the following points as a minimum:
  - Recruitment and retention process for operational and non operational staff, to include recruiting staff with specialist skills;
  - Workforce planning;
  - Advertising arrangements to include details of marketing platforms;
  - Selection process;
  - Work force pipeline management to include Initial Training course (ITC) frequency;
  - Remuneration and benefits package;
  - Benchmarking remuneration and benefits against industry and local market on an annual basis;
  - Staff development principles;
  - Performance management;
  - Communication with staff; and
  - Staff support and assistance.
- e) ensure that it shall comply with the requirements of Detainee Custody Officer Accreditation in accordance with DSO 'Detainee Custody Officer Certification' and suspension in accordance with the Immigration and Asylum Act 1999, Part VIII, 154;
- f) ensure that Supplier's Staff badges stipulate that an officer is a Detainee Custody Officer/Manager, with both photograph and name displayed. These should always be displayed when on duty;
- g) ensure that any staff, including Sub-contractors, working at the Site have the correct clearances and accreditations required for their role and location; and

- h) ensure that the uniform, to include footwear, to be worn by operational Staff is approved by the Authority and where Staff are interacting with children held at the IRC, the uniform is suitably informal.

## **14.2 Management Arrangements**

### **14.2.1 The Supplier shall:**

- a) ensure that managerial arrangements facilitate staff in their work, assist in decision-making and aid planning and communication;
- b) put in place a management structure for the IRC to include on call and Duty Manager(s);
- c) ensure that the Authority is kept up to date with changes in the managerial team and on call arrangements; and
- d) satisfy the Authority that all members of the Supplier's senior management team have the requisite skills, qualifications, and experience, including in specialist areas such as Safeguarding, FM Management and Catering, to enable them to carry out their duties effectively.

## **14.3 Equality, Diversity and Inclusion**

### **14.3.1 The Supplier shall comply with the requirements of the Authority's Diversity and Inclusion Strategy and Equality Act 2010 and have due regard to the need to:**

- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- b) advance equality of opportunity between persons who share a relevant Protected Characteristic and persons who do not share it;
- c) foster good relations between persons who share a relevant Protected Characteristic and persons who do not share it;
- d) not unlawfully discriminate;
- e) ensure that its personnel do not unlawfully discriminate; and
- f) ensure that their Sub-contractors do not unlawfully discriminate in relation to the provision of the Services.

### **14.3.2 The Supplier shall produce an Equality, Diversity and Inclusion Implementation Strategy ("EDI Plan") and submit it to the Authority for acceptance. The EDI Plan shall describe the management approach for achieving compliance with all the EDI requirements and detail the EDI Policies and Procedures for management of the Services.**

### **14.3.3 The Supplier shall appoint an EDI Representative within eight (8) weeks of the starting date who shall be the primary point of contact of EDI related matters and shall be responsible for production, implementation, management and updating of the EDI Plan and any further deliverables required by the plan.**

### **14.3.4 The Supplier shall develop and implement a Diversity Training Plan which shall state the Supplier's strategies for ensuring that employees and Sub-contractors are trained in, and understand, the EDI issues which may arise in the workplace.**

### **14.3.5 The Supplier shall operate diversity monitoring in relation to the processes used to recruit employees and to promote employees providing the works and employment practice (including access to training, flexible working, reasonable adjustments made, Complaints, bullying and harassment, grievances, workforce satisfaction and**



discipline procedures).

- 14.3.6 The Supplier will advise what marketing platforms for recruitment will be used to attract a diverse and inclusive staffing group. Analysis of the success of marketing platforms will be provided to the Authority in accordance with Schedule 24 (*Reports and Records Provisions*).

#### **14.4 Maintaining a Healthy Staff Culture**

- 14.4.1 The Supplier shall put in place provisions to ensure that Supplier Staff understand the behaviours and culture expected from Staff working in an IRC that this is effectively monitored, and that Staff adhere to these provisions. The Supplier shall:

- a) publish a whistleblowing policy and regularly promote this with Staff;
- b) produce and issue Staff with a code of conduct which sets out the expectations and guiding principles for appropriate workplace behaviour and includes the expected behaviours outside of working hours e.g. use of social media;
- c) produce and implement a Staff engagement strategy, focussing on culture and conduct;
- d) hold Staff engagement forums with different staffing groups, a minimum of monthly, to re-enforce the code of conduct, encourage openness and dialogue on general staffing/conduct, promote whistle blowing procedures, improve moral and staff value;
- e) implement and operate a staff performance recognition programme;
- f) review any instance where a member of Staff is named in three (3) Complaints or three (3) instances of Use of Force in a three (3) month period, informing the Authority of instances identified;
- g) report all Staff incidents/allegations that involve unprofessional conduct to the Authority immediately following identification/notification of the unprofessional conduct issue;
- h) publish a Staff culture and conduct policy, reviewed annually and approved with the Authority;
- i) operate a Detainee Custody Officer rotation policy, where the line management of staff is rotated on a twelve (12) monthly basis. In such circumstance, the Detainee Custody Officer role does not have to change;
- j) carry out monthly staff appraisals which include discussion on conduct, culture and potential improvements;
- k) complete exit interviews with Staff who are leaving, discussing staff culture and conduct, identifying learning points which are shared with Staff at staff forums;
- l) complete a bi-annual survey with focus on conduct and culture, identifying learning points which are shared with Staff at staff forums;
- m) carry out Staff consultation annually, with an organisation independent to the Supplier, to assess the staffing culture/conduct health of the organisation;
- n) monitor and measure the health of the staffing culture, developing and implementing a culture diagnosis tool, designed to capture key indicators that shall determine the health of the staffing culture in the IRC; and
- o) create a staff culture/conduct action plan which captures all learning points from Staff engagement, culture diagnosis and surveys and the associated actions to resolve the issues. The action plan should include target completion dates and

owners and shall be shared with the Authority on a monthly basis.

#### **14.5 Staff Support and Assistance**

- 14.5.1 The Supplier shall operate a system where Staff can obtain support and advice, independently if necessary, where they encounter difficulties in the workplace or with home life that may affect their work life. The Supplier shall have in place:
- a) post-incident care teams who shall conduct debriefs with individuals following an incident and offer support;
  - b) appoint speak up champions who shall act as independent and impartial sources of advice to Staff at any stage of raising a concern where standards fall short of those expected of themselves or others;
  - c) implement a Staff assistance/support programme, providing Staff with the means to confidentially discuss personal issues relating to work or home life; and
  - d) operate and publicise a network of Mental Health First Aiders who have awareness of mental health and are able to provide Staff support if necessary.

#### **14.6 Staff**

- 14.6.1 The Supplier shall ensure that all Staff are fully trained to meet the requirements of their jobs, to include functional and specialist training, prior to taking up a role.
- 14.6.2 The Supplier shall ensure that all Staff training must be approved by the Authority prior to delivery and will be subject quality assurance checks that will be undertaken by the Supplier and evidenced to the Authority both monthly and at the Authority's additional request. Training can be a combination of virtual and in-person training as approved by the Authority.
- 14.6.3 The Supplier shall:
- a) offer Detainee Custody Officers (DCOs) the opportunity to be assessed as competent against approved occupational standards developed by Skills for Justice or appropriate Sector Skills Council and achieve NVQs or similar recognised qualification such as SVQ or BTEC;
  - b) provide an opportunity for DCOs and other specialist Staff (who are in a role in which the person with the title is an expert in their specific area) to undertake training equivalent to NVQ level 3, and in the case of specialist Staff, in Sport and Recreational NVQ level 2 and 3; and Safeguarding NVQ level 2 and 3;
  - c) operate an Initial Training Course for DCOs and DCMs ensuring the following elements are included:
    - i. immigration procedures, including immigration acts, DC Rules, Operating Standards, Detention Service Orders and Home Office documentation;
    - ii. an overview of the Human Rights Act 1998 and the European Convention on Human Rights;
    - iii. powers and duties of a Detainee Custody Officer;
    - iv. interpersonal skills to include focus on empathy and acting inclusively;
    - v. conditioning, bribery and manipulation;
    - vi. first aid training to approved standards;

- vii. Equality, Diversity, Religious and Cultural Awareness to include awareness key of issues relating to the social, political, climatic and economic situations of key countries;
  - viii. security procedures and practice;
  - ix. search technique training;
  - x. Control & Restraint training;
  - xi. Escort procedures;
  - xii. Safer custody/ ACDT training;
  - xiii. report writing; and
  - xiv. Safeguarding Adults to include Adults at Risk (AaR) and Vulnerable Detainees;
- d) Have in place on completion of the Initial Training Course a modular training programme that must be completed within 3 months of operational duty commencement which includes:
- i. conditioning, bribery and manipulation;
  - ii. dealing with Complaints;
  - iii. Health and Safety at Work Act;
  - iv. providing effective customer service;
  - v. fingerprinting to a standard approved by the Authority;
  - vi. mental health awareness training;
  - vii. role of the Authority and Independent Monitoring Board;
  - viii. Home Office counter-terrorism training;
  - ix. Trafficking;
  - x. female genital mutilation (FGM) awareness;
  - xi. drug and alcohol dependency;
  - xii. managing the stress and anxiety of Supplier's Staff and Detainees; and
  - xiii. other necessary training as advised by the Authority.
- e) submit to the Authority for its approval a full training schedule for the Initial Training Course no later than the dates specified in Schedule 13 (*Implementation Plan*) all subsequent updates or amendments shall also be sent to the Authority for its approval;
- f) operate a mentoring scheme for all DCOs completing the Initial Training Course, with a point of contact appointed to meet individually and at bi-monthly intervals with all those completing their Initial Training Course to assess confidence and level of support or job specific training required to carry out their role. Each member of Staff shall be allocated a mentor for a minimum of 6 months;
- g) ensure that an effective Induction programme is undertaken by all Staff at the IRC;
- h) implement a programme of refresher training which includes the following areas of training as a minimum for all Staff. Refresher training shall take place

annually unless specified by the training body (that is an organisation for which the trainer works), that a lower frequency is required or where approved by the Authority. The content of refresher training shall be approved by the Authority and assured to ensure that quality standards are maintained. The programme of refresher training shall include as a minimum but not limited to:

- i. security procedures and practice;
  - ii. immigration procedures, including immigration acts, DC Rules, Operating Standards, Detention Service Orders and Home Office documentation,
  - iii. Safer Custody/ACDT;
  - iv. Safeguarding Adults to include Adults and Risk (AaR) and Vulnerable Adults;
  - v. Safeguarding children, as per paragraph 9.3.10;
  - vi. Adults at Risk;
  - vii. mental health awareness;
  - viii. racial awareness;
  - ix. first aid;
  - x. search techniques;
  - xi. Control & Restraint;
  - xii. Health and Safety; and
  - xiii. Emergency Medical Response;
- i) provide a copy of the refresher training programme and records of training completed, to the Authority, on request, within 48 hours;
  - j) implement a programme of development training for all Staff in addition to the Initial Training Course;
  - k) implement a programme to train all Staff at the IRC, including Sub-contractors staff, Authority staff and Other Supplier Staff, to identify and report to the relevant Staff any potential, planned or actual security breaches at the IRC; and to enable the relevant Staff to access information about such potential, planned or actual security breaches at the IRC whenever necessary;
  - l) provide suitable training and preparation for supervisory and managerial posts to include:
    - i. an operational development programme for first line managers and middle managers;
    - ii. accredited training for duty site managers; and
    - iii. a senior leadership apprenticeship.
  - m) provide a programme of training for Authority staff, Healthcare Provider Staff and other partners working on site, to be drawn up and agreed as part of the implementation process. This shall include training for newly appointed staff and refresher training. This shall include but not be limited to the following:
    - i. ACDT;
    - ii. personal protection;

- iii. Safeguarding;
  - iv. Health & Safety;
  - v. security awareness;
  - vi. Mental health awareness; and
  - vii. fire safety.
- n) provide Office of the Immigration Services Commissioner (OISC) level 1 training to all Supplier Staff working in Welfare Services roles as identified in Annex B (Operational Staffing Model);
- o) provide other specialist training to include, but not limited to:
- i. Security manager training;
  - ii. National Intelligence Analyst Training (NIAT);
  - iii. Body Worn Camera training;
  - iv. Food handling training;
  - v. X-ray machine training / metal detecting wand / itemiser training;
  - vi. Incident Command Suite Training;
  - vii. Control Room Training;
  - viii. Food handling and Hygiene training;
  - ix. Gym training;
  - x. Health and Safety Training; and
  - xi. Facilities Management Engineering raining;
- p) ensure that Senior Managers undertake the Command of Serious Incident Course from HM Prisons and Probation Service prior to the Operational Service Commencement Date or if appointed after the Operational Service Commencement date, within three months of their appointment.

#### **14.7 Staffing Proposals**

- 14.7.1 The Authority shall approve Supplier Personnel in accordance with the requirements of the staff vetting procedure and shall ensure that all Staff have the appropriate Security Clearance and training to meet the Services agreed with the Authority as per Schedule 5 (*Security Management*: Annex 1: Baseline Security Requirements).
- 14.7.2 Notwithstanding the total Required Staffing Levels set out in the Contract, the Supplier shall ensure that staffing in the IRC allows at all times for an ordered, controlled, disciplined and safe environment for Detainees, Staff and Visitors and meets the obligations and complies with the provisions of the Contract at all times.
- 14.7.3 The Supplier shall:
- a) comply with the Required Staffing Levels set out in their bid;
  - b) ensure that sufficient numbers of Staff shall be retained with appropriate skills and qualifications and/or experience at the IRC to meet the Supplier's obligations under, and comply with the provisions of, the contract at any time irrespective of the number of Staff required to do so. This includes a sufficient cadre of suitably trained and accredited trainers;
  - c) ensure that there are sufficient Initial Training Courses to maintain the

recruitment pipeline;

- d) ensure that shift patterns for Detainee Custody Officers (DCOs) and Detainee Custody Managers (DCMs) provide maximum opportunities for Detainee and Staff contact;
- e) incorporate flexible working arrangements to include part-time, job-sharing and compressed hours to ensure that those from underrepresented groups in the workforce such as women may be encouraged to apply for posts;
- f) operate a maximum average working week of 40 hours for DCOs and DCMs for any rostered shift period, with any rostered week not exceeding 48 hours (except during a night shift period), with no rolling consecutive 4-week period exceeding 190 hours;
- g) operate a staffing profile that has a minimum of 22% Non-Effective Time for DCOs and DCMs. Overtime should not be used to provide Non-Effective Time. Staff must be recruited to meet this requirement;
- h) impose restrictions on the amount of overtime an individual DCO or DCM can do, so that they can do no more than 15% of a 40 hours week overtime in any rolling consecutive 4-week period, unless approved by the Authority;
- i) ensure that information is provided to the Authority daily, in a format to be agreed with the Authority, confirming that Staff attended as required in the Contract during the previous 24 hours; and
- j) provide additional Staff required for completion of all task to ensure effective implementation and transition in accordance with Schedule 13 (*Implementation Plan*).

## 14.8 Staffing

### 14.8.1 The Supplier shall ensure that:

- a) the operational areas as set out in Annex B (Operational Staffing Model) shall always have at least the number of Supplier Staff as stated in the staffing tables as per the Supplier's bid. There is no adjustment of grade for the roles mandated in Annex B (Operational Staffing Model);
- b) the Authority must be able to distinguish between DCO, and non DCO posts, in order to monitor DCO and DCM Required Staffing Levels. The Authority shall use the Supplier Staff proposed in the Supplier's bid to determine the Required Staffing Levels;
- c) they adhere to Annex B (Operational Staffing Model) which sets out the required number of Staff for both Day State and Night State at the IRC. The staffing numbers highlighted in red are the required number of Staff for the total period of either Day State or Night State. The staffing numbers highlighted in green are the number of Staff required for the hours that the services are being delivered as per the Supplier's bid;
- d) DCMs have been assigned to specific areas within Annex B (Operational Staffing Model) however it is expected that they shall be assigned to an area wider than their specific allocation so that DCM cover is provided for the total of the operational area;
- e) there is continuity of Staff deployed to residential areas;
- f) in circumstance of low staffing levels, if there is a requirement to reallocate Staff within the total staffing compliment in order to ensure that a necessary service

is delivered, and which may require other services to be temporarily suspended; this must be agreed in advance with the Authority;

- g) subject to the requirement that the staffing numbers set out in Annex B (Operational Staffing Model) must be met, where an area is categorised by a \* and is not required for a period of time, Supplier Staff allocated to that area can be redeployed to another area, however such redeployment must result in staff numbers for the provision of that other area that are over and above the Required Staffing Levels numbers set out in Annex B (Operational Staffing Model);
- h) where the Operational Staffing Model shows the number of Staff for an area highlighted in red, the following shall apply:
  - i. a member of Staff must cover the entire periods of both Day State and Night State as set out in Annex B (Operational Staffing Model) of this Schedule;
  - ii. staff breaks for the Staff must be covered, with the exception of the following roles:
    - (aa) Welfare Needs Assessment,
    - (bb) Security DCM,
    - (cc) Security DCO,
    - (dd) Residential Support DCO
  - iii. Residential Support DCOs can cover Staff breaks for DCOs in other roles during Night State.
- i) where the Operational Staffing Model shows the number of Staff for an area highlighted in green, the Staff are required for the number of hours that the services need to be delivered. If the services do not need to be delivered during break times, then staff break times do not need to be covered;
- j) whilst the Authority accepts that some Staff may be able to operate in a number of roles (including certified roles) they can only undertake the duties of one role specified in the Operational Staffing Model Annex B at any one time; unless otherwise agreed with the Authority; and
- k) if a post is only required part of an hour, the staffing table in Document 'A' should be completed to show the proportionate full time equivalent (FTE).

## 15. IT SYSTEMS

**15.1** The Supplier shall comply with the Services Contract, Section E - Intellectual Property, Data and Confidentiality and Schedule 5 (*Security Management*).

### 15.2 Detainee Management Information Systems

15.2.1 The Supplier shall implement a system to provide up to date information about the Detainee Population as detailed in Schedule 13 (*Implementation Plan*) and Schedule 24 (*Reports and Records Provision*).

#### 15.2.2 Authority Information Requirements and Access to IT Systems

15.2.3 The Supplier shall:

- a) ensure that the Authority and IMB has electronic access to all the Supplier's IT

systems holding information about Detainees. This access should be linked to a secure email facility and a printer within the offices of the Authority. The Authority must be able to run reports (either ad-hoc or pre-defined) from this system, using data fields to constrain the reports;

- b) provide DEPMU with electronic information each day of the year as required by the Daily Statistical Review, in a format directed by the Authority;
- c) implement a comprehensive incident reporting system and provide information from it to the Authority;
- d) provide information to the Authority about any other additional information systems that shall be in use either by the Supplier or Detainees;
- e) any systems accessed by the Supplier or Detainees must be managed in such a way that it protects personal data of users;
- f) test internet connectivity in the Immigration Removal Centre' daily, providing a report to the Authority confirming the outcome of the test;
- g) notify the Authority immediately of any identified internet connectivity failures, carry out the required rectification activity and put in place a contingency plan to ensure continuity of service; and
- h) ensure that all IT Systems accessed by the Supplier or Detainees can be fully accessed by the Authority for the purpose of gathering information.

### **15.3 IT System Requirements (General)**

- 15.3.1 The Supplier shall ensure that IT Systems used in the performance of the contract are managed and maintained in such a way that ensures continued operation of the IRC.
- 15.3.2 The Supplier shall provide generic inboxes for the delivery of services accessible for specific areas of the IRC to include but not be limited to Security, Admissions, Healthcare, Welfare, Safer Community, Diversity, Chaplaincy and Duty Manager(s). These must be accessible by all Staff allocated to work in these areas.
- 15.3.3 The Supplier will provide the IMB Staff with a secure generic inbox and email address for all board members relevant to their role.
- 15.3.4 The Supplier shall provide and operate Wi-Fi for use in areas of the IRC as directed by and/or agreed with the Authority.
- 15.3.5 The Supplier shall install and operate a biometric system that includes an option for use of a Personal Identification number (PIN) for Detainees that captures movement, access to services, assists with roll count and restricts Detainee movement where appropriate.

## **16. AUDIT**

### **16.1 General Arrangements**

- 16.1.1 The Supplier shall:
  - a) comply with clause 12 (Records, Reports, Audits and Open Book Data) of the Agreement;
  - b) comply with all mandatory requirements in DC Rules, Detention Services Operating Standards, Detention Service Orders, the Contract and any other relevant legislation;



- c) have in place comprehensive self-audit arrangements to reliably measure compliance with the requirements of the contract and with the mandatory requirements in DC Rules, Detention Services Operating Standards and Detention Service Orders and any other relevant legislation while supporting continuous improvement;
  - d) implement an annual internal audit programme to monitor processes and compliance within the IRC in relation to this Schedule 2 (*Services Description*), Schedule 35 (*Maintenance and Cleaning*) and Schedule 3 (*Performance Levels*) which must be submitted for approval by the Authority during the implementation period, prior to commencement of the contract. As a minimum these should include:
    - i. an evenly spread and rolling audit programme/schedule explaining the frequency of Self-Audits, including schedule for completion of audits and subsequent sign off by SMT;
    - ii. a designated audit manager who is responsible for the overall audit programme;
    - iii. an audit team with responsibility for conducting Self-Audits;
    - iv. details of audit findings must be recorded on an audit worksheet approved/provided by the Authority;
    - v. worksheets must contain appropriate and detailed evidence that each auditable requirement, as agreed by the Authority, has been thoroughly evaluated; and
    - vi. records of audit findings, including action plans, must be maintained for a period of at least seven (7) years and accessible to the Authority.
- 16.1.2 Completed audits, including details of non-compliances, must be signed off by a member of the Supplier's Senior Management Team (SMT) within two (2) weeks of completion, as per the audit programme/schedule and a report forwarded to the Authority detailing the results of the audit, within 24 hours and identify areas of improvement while engaging with stakeholders throughout their lifecycle.
- 16.1.3 Rectification of non-compliances must take place within 28 days of the sign off date by the SMT and must be re-audited within three (3) months to show compliance is now in place. Where this is not possible the Supplier must agree a date with the Authority by which any rectification action must be completed, and this should be clearly documented.
- 16.1.4 Any variances from minimum auditable requirements and/or frequencies must be authorised by the Authority and should be clearly documented.
- 16.1.5 Action plans for known temporary non-compliances, i.e. non-compliances that are not part of Self-Audits but which the Supplier is aware of (e.g. due to building work), must have an agreed realistic and achievable timescales, which must replace the original baseline for audit purposes and must be notified to the Authority.
- 16.1.6 The Supplier shall implement a system where Detainees in the IRC are invited to complete a survey at least twice per year about the provision of catering, regime activities, visits and communication and take action to resolve any issues that emerge. The Supplier shall also conduct small image surveys that act as a temperature check for different service areas on a monthly basis.
- 16.1.7 The Supplier shall demonstrate that any recommendation made by a 3<sup>rd</sup> party, including Her Majesty's Chief Inspector of Prisons (HMCIP), IMB, and Prison and Probation Ombudsman (PPO), in its reports are given proper consideration and that

appropriate action is taken in response to recommendations, evidence provided of completion and actions completed in line with the timescales set out in the published report. The Supplier shall monitor the progress of planned actions.

- 16.1.8 The Supplier will facilitate any visits at the time and day specified by the Authority's Representatives and their Visitors, including any external parties authorised by the Authority to audit and inspect maintenance, cleaning, catering, and security Services delivered by the Supplier and comply with any requirements arising from their reports.
- 16.1.9 The Supplier shall implement a process to ensure that the Authority is provided with information which relates to the provision of available spaces, available services, untoward events, serious Incidents, and significant performance failures over the previous 24 hours. The information shall be set out in the Daily Statistical Report in accordance with Schedule 24 (*Reports and Records Provisions*) and in accordance with Schedule 3 (*Performance Levels*).
- 16.1.10 The Supplier shall ensure the records referred to in paragraph 2 'Service Delivery Reports' of Schedule 24 (*Reports and Records Provisions*) are retained for a period of at least seven (7) years after the responsibilities of the Supplier under the Contract have come to an end.
- 16.1.11 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract in accordance with Part C - Audit Rights of Schedule 19 (*Financial Reports and Audit Rights*).

## **16.2 Independent Monitoring Board (IMB)**

- 16.2.1 The Independent Monitoring Board is responsible for monitoring the conditions in which Detainees are held, their welfare and the way in which the detention estate operates. The Supplier shall co-operate fully with the Independent Monitoring Board and operate in accordance with the DSO 'Working with Independent Monitoring Boards'.

## **16.3 Quality Management**

- 16.3.1 The Supplier shall administer and manage the quality levels of Service delivery including its own performance relating to the delivery of all Services defined in this Schedule 2 (*Services Description*).
- 16.3.2 The Supplier shall:
  - a) continuously monitor the quality of Service delivery including performance and report the outcomes to the Authority in accordance with the provisions of Schedule 3 (*Performance Levels*), Schedule 21 (*Governance*), Schedule 24 (*Reports and Records Provisions*) and any further agreed reporting and recordkeeping procedures agreed with the Authority; and
  - b) comply with Schedule 4 (*Standards*) by enabling a self-service capability of any system for the Authority's authorised users to access location and time data, in addition to standard and ad-hoc reports as specified in Schedule 24 (*Reports and Records Provisions*) which is compatible with the Authority's transition to the use of Office 365 and Windows 10, and any future IT functionality.

## **16.4 Performance Standards and Key Performance Indicators (KPIs)**

- 16.4.1 The Supplier shall deliver all Services in accordance with the requirements of the Contract, and in line with Performance Measures in Schedule 3 (*Performance*

*Level(s)*). The Supplier shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied.

- 16.4.2 The Supplier shall note that the Authority regards the performance standards as primarily a management tool to be used by both the Supplier and the Authority for the purpose of the day-to-day management of the Supplier's service delivery.
- 16.4.3 The Performance Measures in Schedule 3 (*Performance Levels*) are not aimed at providing a day-to-day management tool but are used to calculate Service Credits due under the Contract.
- 16.4.4 The Supplier shall observe the following relationship principles throughout the duration of the Contract:
- a) the Supplier and Authority shall operate under shared objectives, values and behaviours which shall be agreed between the parties from time to time;
  - b) mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved; and
  - c) recognition that the successful delivery of the Services relies on the strength of the relationships between the parties and a commitment to work together to deliver the Services and any agreed or required service improvements.

## **16.5 Reputational Damage**

- 16.5.1 The Supplier shall safeguard all data and personal information, in accordance with Schedule 5 (*Security Management*). The Supplier shall report all potential breaches of Security to the Authority according to the processes set out at Schedule 5 (*Security Management*).

## **17. ACCOMMODATION AND FACILITIES TO BE PROVIDED BY THE SUPPLIER**

### **17.1 Detainee Accommodation**

- 17.1.1 The Supplier shall provide accommodation suitable for Detainees sleeping, removal from Association, Temporary Confinement and application of special control or restraint that is compliant with, as appropriate, Rules 15, 40 and 42 of the Detention Centre Rules 2001, Rule 13 of the Short-term Holding Facility Rules 2018, published Operating Standards and in accordance with the DSO 'Accommodation: Lighting, Heating and Ventilation'.
- 17.1.2 The Supplier shall provide all non-fitted furnishings and equipment required for the effective delivery of the Services which shall include office furniture, office equipment and other furnishings required for association and rest areas which shall include sofas, chairs, dining tables and recreational equipment and which are not already provided by the Authority as detailed in the Draft Equipment List at Annex A of Schedule 38 (*Assets*).

### **17.2 Authority Accommodation**

- 17.2.1 The Supplier shall provide, at no additional cost to the Authority, dedicated accommodation (to include all furniture and fittings) and facilities for the Monitor, Deputy Monitors, and other local Home Office teams such as:
- a) Detention and Engagement Team (DET); and DES compliance team.
- 17.2.2 Such accommodation and facilities shall comprise of:

- a) office accommodation for no less than 18 people;
  - b) a Meeting room for no less than 8 people;
  - c) a kitchen area within the same corridor of any Authority Staff office or nearby;
  - d) a minimum of one (1) room for private meetings; and
  - e) or such other rooms (of a size complying with Home Office guidelines) as may be approved by the Authority (in its absolute discretion) and shall be furnished to an appropriate standard approved by the Authority.
- 17.2.3 The dedicated accommodation shall be lighted, heated, and ventilated, and be supplied with electric power, to normal office standards and shall have access to showers and toilet facilities.
- 17.2.4 The dedicated accommodation shall be lockable and, save in the case of emergency, the Authority shall control access to the dedicated accommodation.
- 17.2.5 The facilities provided by the Supplier within the dedicated accommodation at the IRC shall include:
- a) Four (4) functioning telephone lines; with one (1) line with international dialling capabilities;
  - b) Two (2) computers at Campsfield site that can access the Custodial Management System (CMS) or equivalent with printer;
  - c) a fridge, toaster, microwave, water cooler, water boiler table, and chairs within the kitchen areas;
  - d) washing up liquid, tea bags, coffee, sugar, milk, and paper towels shall be provided for use in the kitchen area and replenished when required;
  - e) a television and DVD player capable of playing back CCTV and body worn camera footage;
  - f) internet connection, compatible with Home Office devices via a Wi-Fi signal available throughout the Authority accommodation and interview rooms; and
  - g) a secure room for Home Office servers and/or network switches with air conditioning.
- 17.2.6 The Supplier shall provide:
- a) reactive and preventative maintenance of the dedicated accommodation and items therein;
  - b) cleaning of the dedicated accommodation including cleaning of computer screens, keyboards, and telephones;
  - c) a first aid kit that is monitored and replenished by the Supplier;
  - d) a wall mounted hand sanitiser dispenser by the entrance of the dedicated accommodation;
  - e) a radio to each requiring member of Home Office staff on arrival at the IRC
  - f) for disposal of any confidential waste (shredding) produced by the Authority;
  - g) on-site car parking sufficient for the Authority, Healthcare, IMB, Official Visitors, Supplier Staff and domestic visitors.

### **17.3 Independent Monitoring Board (IMB) Accommodation**

- 17.3.1 The Supplier shall provide, at no additional cost to the Authority, dedicated

accommodation, and facilities for the IMB at Campsfield IRC.

17.3.2 The Supplier shall provide for IMB:

- a) a single designated office which is equipped with a desk, two (2) chairs, a computer connected to the internet, printer, telephone, and lockable cabinet storage facilities;
- b) reasonable access to black and white photocopying facilities;
- c) access to a venue capable of seating twelve people (12) for monthly Board meetings; and
- d) unrestricted access to the Detainee Management system.

**17.4 Escorting Service Provider (ESP) Accommodation and (VB) Vehicle base**

**17.5** The Supplier shall provide, at no additional cost to the Authority, dedicated Vehicle base situated at Campsfield.

17.5.1 The Supplier shall provide:

- a) on-site parking for ESP staff;
- b) access to a male and female toilet;
- c) main office space (occupancy 4);
- d) Senior Leadership Team Office (occupancy 2);
- e) provision of a rest/ breakout area and kitchenette;
- f) access to the Campsfield IRC site 24hrs a day 7 days a week to access the office space;
- g) ESP Staff access to register to the Campsfield site's biometric system to allow for entry/ exit;
- h) key training to ESP Staff and provide access to allocated security keys via the IRC's key management system;
- i) access to a training room (occupancy 12);
- j) access to a storage area for training related materials;
- k) QHSE (Quality, Health, Safety and Environment) team (IRC) would keep ES QHSE up to date with any changes/developments to any site Risk Assessments;
- l) rectification of FM maintenance issues (PPM/Reactive) and ensure they are reported to the onsite FM team;
- m) a system in place to ensure that post received to the IRC that is addressed to the ESP Hub will be sorted and delivered to the ESP Hub the same day;
- n) cleaning of the ESP in accordance with Schedule 35 (*Maintenance and Cleaning*);
- o) a main ESP office space for HR files, procurement/finance paperwork, vehicle equipment, security equipment etc; and
- p) provision for IT via LAN and a secure Wi-Fi hub (supplied by ESP). All hardware/software are the responsibility of ESP.

**ANNEX A - IRC – Shared Occupancy Agreement (TEMPLATE)**



**IRC at .....**

**Shared Occupancy Agreement**

**Date of Ratification:**

**Version Number:**

**IRC .....**

# Shared Occupancy Agreement

## Signatories

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Date:

Date:

Home Office Representative

NHS England Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Date:

Date:

IRC Supplier Representative

NHS Representative

## Contents

1. PURPOSE .....	57
2. CONTEXT .....	57
3. INTERNAL PROCESSES BETWEEN PROVIDER AGENCIES .....	57
4. INTERNAL PROCESSES BETWEEN COMMISSIONERS AND PROVIDERS .....	57
5. SPECIFIC RESPONSIBILITIES OF THE OPERATIONAL PROVIDER .....	57
6. SPECIFIC RESPONSIBILITIES OF THE HEALTHCARE PROVIDER .....	59
7. ESTATES AND ROOM UTILISATION .....	60
8. WORKS AND REFURBISHMENTS .....	60
9. SECURITY CLEARANCE, ACCESS AND STAFF ISSUES .....	61
10. CLEANING SCHEDULE .....	62



## **1. Purpose**

- 1.1 The purpose of this Shared Occupancy Agreement is to enable the Immigration Removal Centre (IRC) IRC Supplier (XXXX) and the Healthcare Provider (XXXX) to flourish and maximise their partnership in the delivery of their respective functions and objectives within the IRC at Campsfield House.
- 1.2 This document serves to provide a collective commitment to clear accountable processes for operating as well as escalating issues that cannot be resolved locally, thus preventing conflict arising among individuals from the respective provider agencies.
- 1.3 This document will also detail responsibilities, governance and ownership of resources and assets including estate allocation, services, utilities including financial responsibility.

## **2. Context**

- 2.1 In September 2014 commissioning of healthcare services in Immigration Removal Centres transferred from the Home Office to the NHS England (Health in Justice Team).
- 2.2 On (Date) the Home Office commissioned (Name of IRC Supplier) to deliver operational services for an Immigration Removal Centre (Campsfield House).
- 2.3 Simultaneously, in (date), NHS England's Health in Justice Team commissioned (XXXX) to deliver healthcare services across the same site.
- 2.4 There are no known pre-existing guidelines or documents from the Home Office or NHS England detailing the shared occupancy of Immigration Removal Centres.

## **3. Internal processes between provider agencies**

- 3.1 (IRC Supplier) and (Healthcare Provider) will mutually commit to using informal and formal internal processes to work collaboratively and problem-solve issues.
- 3.2 The 'Local Delivery Board' meeting is the internal formal forum where issues related to shared occupancy and operations are tabled, addressed and recorded.
- 3.3 The heads of the respective providers (Centre Manager for XXXX and Head of Healthcare Operations for XXXX) will meet outside of Local Delivery Board meetings to attempt to resolve issues that arise in that meeting. They will seek the input of their respective line-managers if there is an impasse.

## **4. Internal processes between commissioners and providers**

- 4.1 The IRC Healthcare Partnership Board, which convenes on a quarterly basis, is the formal meeting for escalating issues that have not been resolved between the two provider agencies.
- 4.2 The respective commissioners from the Home Office and NHS England will seek to arbitrate and agree solutions within the IRC Healthcare Partnership Board. They may choose to take certain matters outside the meeting and report back, collectively, to the two provider agencies.

## **5. Specific responsibilities of the IRC operational provider**

- 5.1 Officer attendance in clinic areas: There will be one healthcare clinics Detainee Custody Officer's (DCOs), 7 days per week to support the clinic provision and medication administration. The role of the clinics DCO will be documented in a 'role description' agreed by both parties clearly distinguishing responsibilities, management of breaks/absences, timings and reporting structures etc. whilst working in healthcare.

(Healthcare Provider) will provide training to officers taking on this role to ensure that they are fully prepared for the role and understand the interface with healthcare.

- 5.2 Clinic waiting and medication queue supervision: Clinics DCOs will be present to provide operational support to Healthcare Staff during clinics. This will include supervising the clinic waiting areas and medication queues, ensuring a timely and efficient clinic. Procedures should comply with the Royal Pharmaceutical Society 'Standard 11, Professional Standards for optimising medicines for people in secure environments'.
- 5.3 Daily fabric checks and detainee searches: (IRC Supplier) hold exclusive responsibility for undertaking security checks and searches of detainees.
- 5.4 Detainee and staff safety and security: (IRC Supplier) are responsible for the safety and security of the general environment / premises in which Detainees are present and where staff work.
- 5.5 Standard regime provision: (IRC Supplier) Staff hold responsibility for managing and coordinating the standard regime / core day activities. The Centre Manager will give advanced notice to the Head of Healthcare Operations of any intentions to change timings of the standard regime so that changes to healthcare functions and rosters can be adjusted accordingly.
- 5.6 Utilities (heating, electric/gas and water): (IRC Supplier) will not seek contributory payments from the Healthcare Provider for utility bills or general utility infrastructure.
- 5.7 Air-conditioning: (IRC Supplier) hold responsibility for the provision and maintenance of the premises' air-conditioning system. For areas such as the pharmacy where temperature must be maintained below 25 degrees centigrade (IRC Supplier) will take responsibility for providing additional air conditioning units if the centre air conditioning systems fail to maintain required temperatures.
- 5.8 Water systems: (IRC Supplier) hold responsibility for regular checks of water systems for Legionella in accordance with Health & Safety Executive's guidance.
- 5.9 Cleaning of all clinical areas (Healthcare Provider) and cleaning of non-clinical areas: (IRC Supplier) who will hold responsibilities for the cleanliness of all clinical and non-clinical areas, ensuring acceptable standards are regularly maintained. (IRC Supplier) is also responsible for the cleaning of body fluids/dirty protests within all areas of the centre and clinical area.
- (Healthcare Provider) is responsible for cleaning healthcare equipment and arranging the disposal of all clinical waste
- Details of the cleaning schedule are set out in the table at paragraph 10 of this Annex A.
- 5.10 Maintenance and reactive works to existing healthcare accommodation infrastructure: (IRC Supplier) will ensure healthcare / clinical areas/ accommodations are maintained to a satisfactory standard and safety level e.g. paintwork, lighting, flooring, kitchen areas, toilets and plumbing.
- 5.11 Pat Tests for Non-Medical electrical equipment: For any electrical goods (non-clinical) (IRC Supplier) will provide any routine PAT testing for any equipment more than 12 months old utilised in healthcare areas.
- 5.12 Small repairs, small jobs/ installations: (IRC Supplier) to provide assistance with small repairs and single small installations e.g. installation of a notice board, replacement of a cupboard lock. Where multiple installations are required by healthcare and this would constitute a considerable time resource from the FM team then this will be dealt with as a new project and cross-charged appropriately.

- 5.13 Detainee meals: (IRC Supplier) holds sole responsibility for the provision of food and drink to the Detainees, excluding specialist medically prescribed dietary supplements.
- 5.14 Food trolley: (IRC Supplier) holds responsibility for supply and dispensing means from the food trolley and for maintaining food health and safety standards e.g. temperature regulation, cleanliness and for the removal from the unit used plates and cutlery from detainee areas.
- 5.15 Supply of standard crockery, utensils etc.: (IRC Supplier) will provide detainees with standard issue cooking utensils, crockery and cutlery.
- 5.16 Supply and Laundry of standard issue (fire resistant) bed linen items (non-clinical): (IRC Supplier) will provide standard sheets, pillow cases, duvets and duvet covers and hold responsibility for generic laundry services and/or disposal or replacement of soiled/ worn or torn bedding.
- 5.17 Removed
- 5.18 Removed
- 5.19 Telephones: (IRC Supplier) will hold responsibility for the telephone network maintenance, providing telephones (landlines only), with associated cabling and IT Helpdesk. (IRC Supplier) will be responsible for all call costs on associated healthcare allocated extensions but will cross-charge the (Healthcare Provider) for costs associated with requests to move telephones and adding additional extensions.
- 5.20 ICT infrastructure: (IRC Provider) hold responsibility for the Detainee Management System (DMS). Where (Healthcare Provider) installs IT hardware into the shared server rooms these items will be clearly labelled to avoid accidental unplugging of respective systems. Where work is required in shared server rooms or any joint working required the (Healthcare Provider) IT Provider (name?) will liaise with (IRC Supplier) IT Provider (name?).
- 5.21 Disposal of 'sharps': (IRC Supplier) hold responsibility for disposal of 'sharps' (razors, needles etc.) and to ensure they are disposed of safely and in a timely manner, minimising any possible avoidable risks.
- 5.22 Postage: (IRC Supplier) are responsible for the processing healthcare post and postage costs.

## **6. Specific responsibilities of the healthcare provider**

- 6.1 Phone call usage: NHS England has invested in the infrastructure to Increase provision of telephone for the healthcare team. (IRC Supplier) will be responsible for all call costs on associated healthcare allocated extensions.
- 6.2 Translation services: The Healthcare Provider is responsible for contracting and deploying translation services within the establishment for all healthcare related activities with detainees, (with costs met by IRC Supplier).
- 6.3 Deep cleaning: (IRC Supplier) holds responsibility for commissioning deep cleaning of healthcare areas.
- 6.4 Clinical furniture: (Healthcare Provider) holds responsibility for purchasing and supplying healthcare specific furniture e.g. medical couches, hard surface chairs (infection control approved).
- 6.5 All medical equipment and other (Healthcare Provider) assets (Healthcare Provider) is responsible for commissioning, purchasing installing and maintaining all health-related equipment.

- 6.6 Clinical I.C.T. systems: The Healthcare Provider's commissioner, NHS England, holds responsibility for the maintenance and rental of the healthcare N3 link. The Healthcare provider is responsible for the patient electronic record system, SystmOne, network and maintenance. The shared server rooms/ plant rooms containing (Healthcare Provider) IT equipment such as switches, UPS devices and cabinets will be clearly labelled to avoid accidental unplugging of respective systems.
- 6.7 NHS Clinical Complaints system: (Healthcare Provider) will be responsible for implementing, administering and reporting on a confidential NHS complaint system within the IRC. Posters setting out Healthcare complaint procedures shall be displayed in Healthcare areas, and on the residential units. Complaints can be made in writing to Healthcare Staff or directly to NHS England. Any complaints submitted to (IRC Supplier), or Home Office staff, will be forwarded to NHS England.
- 6.8 Disposal of specialist clinical waste: (Healthcare Provider) holds responsibility for ensuring all specialist clinical waste (pharmaceutical, dental etc.) is appropriately disposed of in a timely fashion, thus minimising any infection control risks.
- 6.9 Medical assets purchase, service and on-going maintenance: (Healthcare Provider) is responsible for ensuring all medical equipment is fit for service and that maintenance engineering checks are carried out as per manufacturer's instructions.
- 6.10 Furniture assets: All non-clinical furniture (office, dining, seating) currently located in healthcare areas and accommodation is considered a (Healthcare Provider) asset and will be disposed of/ replaced by (Healthcare Provider) as required.
- 6.11 Stationery: (Healthcare Provider) will be responsible for the ordering and purchase of all stationery required for the administration of healthcare.

## **7. Estates and Room Utilisation**

- 7.1 The Home Office and NHS England have agreed what room space has been allocated to the operational and Healthcare Provider. Through the course of the respective contracts the two providers may require more, less or changes to their room allocation.
- 7.2 Changes to room space will be raised in the first instance at the Local Delivery Board. The Supplier raising the request should present a paper outlining their request with considerations to alternative occupancy for the other provider. Where agreement cannot be reached the decision should be made through the IRC Healthcare Partnership Board.
- 7.3 Both providers will ensure that ICT assets of either provider are not moved (by the other provider) without permission and engagement of the respective ICT teams. This also applies to ICT assets of one provider utilised by the other (for example DMS computers utilised by healthcare staff).

## **8. Works and Refurbishments**

- 8.1 Structured works to healthcare areas are to be commissioned by NHS England and/or the Home Office.
- 8.2 All structured works to healthcare will be led and managed by Healthcare Provider. The planning, design and monitoring of each project will via a multidisciplinary, multiagency project team. Representation on the project team will be provided by (IRC Supplier) and Home Office to ensure full stakeholder consultation and appropriate communication to all stakeholders.
- 8.3 The Healthcare Provider may action structured changes on behalf of NHS England

and will do so in accordance with NHS procurement rules and Department of Health 'Building Notes'.

- 8.4 The Healthcare Provider will account for costs associated with facilitating and supervising builders by (IRC Supplier) Staff.
- 8.5 All projects will be detailed in specific project plans with clear timescales, reporting methods and signing off processes.

## **9. Security clearance, access and staff issues**

- 9.1 (Healthcare Provider) will use (Healthcare Provider recruitment team) to ensure prospective new staff achieve Home Office approved Counter Terrorism Clearance (CTC). The on-site healthcare team will manage CTC renewals of existing staff and any sub-contracted staff.
- 9.2 (IRC Supplier) will provide Healthcare Provider Staff with key pouches, belts and chains.
- 9.3 (IRC Supplier) will provide Healthcare Staff with key/security training within a reasonable timeframe (within 3 days of confirmed CTC clearance) to enable them to perform their duties.
- 9.4 The Healthcare Provider will comply with Home Office Detention Service Orders and Care and Custody's Local Security Procedures.
- 9.5 (IRC Supplier) will notify the Healthcare Provider when a member of Healthcare Staff has been excluded or refused entry from the site. Wherever possible, (IRC Supplier) will provide the Healthcare Provider with a written explanation for such exclusion so that the Healthcare Provider and take forward any HR procedures, where they are relevant. The Healthcare Provider will work collaboratively with (IRC Supplier) to ensure robust investigation of incidents involving Healthcare Staff.
- 9.6 The 'Head of Healthcare' operations will be immediately notified of any concerns raised regarding healthcare staff or if any investigations are commenced involving healthcare staff (unless such a disclosure compromises a security).
- 9.7 The 'Head of Healthcare Operations' will notify the Centre Manager and Home Office where Healthcare Staff issues (conduct, health, capability) compromises the security of the centre or welfare of Detainees or Staff, providing the minimum amount of information to manage the risk whilst maintaining appropriate confidentiality.

## **10. Cleaning Schedule**

<b>Element</b>	<b>Specification</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Medical equipment Dressing/minor ops trolleys	All parts, including <b>underneath</b> , should be visibly clean, with no blood or body substances, dust, dirt, debris or spillages.	between procedures Weekly	<b>H/C</b>



Element	Specification	Frequency	Healthcare (H/C) or Supplier's Housekeeping (H/K)
Medical equipment including stethoscopes, blood pressure cuffs, sphygmomanometers, peak flow devices etc.	All parts should be visibly clean, with no blood or body substances, dust, dirt, debris or spillages. Ideally wipe clean or single use/disposable equipment should be used. This should be considered when replacing equipment - <a href="http://my.supplychain.nhs.uk/catalogue">http://my.supplychain.nhs.uk/catalogue</a> .	Between patients/ full clean weekly	H/K
Consultation room/treatment room examination couch	All parts, including <b>underneath</b> , should be visibly clean, with no blood or body substances, dust, dirt, debris, adhesive tape or spillages.	Between patients <b>Weekly</b>	H/K
Weighing scales/height measurer	All parts	Weekly	H/K
Alcohol hand-wash container, Soap containers, hand towel dispensers	All parts, of the containers, should be visibly clean, with no blood or body substances, dust, dirt, debris or spillages. Hand-wash dispensers should be free of product build-up around the nozzle.	Daily	H/K
Linen	Ideally linen should not be used by Independent Contractors. If pillows are used they should have an impervious wipe clean cover. Dignity covers & pillow cases should be single use/disposable items.	Provide bed sheets on request	H/K
Entrance/exit including stairs	All entrance/exit areas (including fire exits) should be visibly clean with no blood or body substances, dust, dirt, debris or spillages.	Daily	H/K

**Fixed assets**

Element	Specifications & frequency	Frequency	Healthcare (H/C) or Supplier's Housekeeping (H/K)
Switches, sockets and data points	All wall fixtures such as switches, sockets or data/computer points should be visibly clean with no blood or body substances, dust, dirt, debris, adhesive tape and spillages.	Weekly	H/K

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Walls	All wall surfaces (including skirting) should be visibly clean with no blood or body substances, dust, dirt, debris, adhesive tape or spillages.	Spot clean: daily Clinical rooms: Monthly	H/K
All doors	All parts of the door structure including surfaces, vents, frames and jambs should be visibly clean with no blood or body substances, dust, dirt, debris,	Clinical rooms: daily All other doors: monthly	H/K
All glazing, including partitions	All internal glazed surfaces should be visibly clean and smear free with a uniform shine appearance. There should be no blood or body substances, dust, dirt, debris, adhesive tape or spillages evident.	Spot clean: daily 6 monthly by outside contractors	H/K
All external glazing	All external glazed surfaces should be clean.	6 monthly by outside contractors	H/K
Mirrors	Mirrors should be visibly clean and smear free with no blood or body substances, dust, dirt, debris, adhesive tape or spillages.	Clean daily	H/K
Radiators	All parts of the radiator (including between panels) should be visibly clean with no blood or body substances, dust, dirt, debris, adhesive tape spillages.	Clinical rooms; daily  Spot clean daily all others	H/K

**Hard floors**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Floors	The complete floor, including all edges, corners and main floor spaces, should have a uniform shine and be visibly clean with no blood or body substances, dust, dirt, debris, spillages or scuff marks.	Daily	H/K

**Soft floors**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Carpets	Independent Contractors should not have any carpeted areas. The complete floor, including all edges	Daily	H/K



	and corners, should be visibly clean with no blood or body substances, dust, dirt, debris or spillages. Floors should have a uniform appearance and an even colour with no stains or watermarks.		
--	--	--	--

## **FIXTURES**

### **Electrical fixtures and appliances**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Electrical items including computer equipment, telephones and waiting room	The casing of any electrical item should be visibly clean with no blood or body substances, dust, dirt, debris or adhesive tape.	Provide sanitising wipes that can be used by healthcare between usage	H/K
Cleaning equipment	The cleaning equipment should be visibly clean with no blood or body substances, dust, dirt, debris, adhesive tape or moisture.	After use	H/K

### **Furnishings, fixtures and fittings**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Chairs	All parts of the furniture should be wipe able and visibly clean with no blood or body substances, dust, dirt, debris, adhesive tape, stains or spillages.	Clinical rooms daily All other's weekly	H/K
Tables/Desks	All parts of the table, including wheels/castors and underneath should be visibly clean with no blood or body substances, dust, dirt, debris, stains, adhesive tape or spillages.	Clinical rooms daily All others weekly if desks are clear	H/K
Waste receptacles	Waste receptacles should be emptied, checked they are visibly clean, including lids and foot pedals, with no blood or body substances, dust, dirt, debris, stains or spillages.	Daily	H/K



Curtains and blinds	Curtains and blinds should be visibly clean with no blood or body substances, dust, dirt, debris, stains or spillages. Disposable or wipe clean curtains are recommended. Linen couch curtains should be commercially laundered.	Feather dust monthly	H/K
---------------------	--	----------------------	-----

#### **Kitchen fixtures and appliances**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Water Coolers & hot water boilers	The water cooler/boiler should be visibly clean with no evidence of lime scale.	Weekly	H/K
Kitchen cupboards	Kitchen cupboards should be visibly clean with no dust, dirt, food debris, stains or spillages.	Daily The outside of all cupboard doors weekly	HK
Microwaves	All microwave surfaces should be visibly clean with no dust, dirt, food debris or spillages.	Daily	H/K

#### **Toilets, sinks, hand-wash basins**

<b>Element</b>	<b>Specifications &amp; frequency</b>	<b>Frequency</b>	<b>Healthcare (H/C) or Supplier's Housekeeping (H/K)</b>
Toilets and bidet	The toilet should be visibly clean with no blood or body substances, dust, lime scale, stains, deposits or smears.	Daily	H/K
Sinks	The sink, and items such as wall-attached dispensers, should be visibly clean with no blood or body substances, dust, dirt, debris, lime scale, soap scum, stains or spillages. Plugholes should be free from build-up.	Daily	H/K
Unused taps or shower heads within the surgery	For premises with a tank fed water supply taps. <b>Frequency:</b> run taps at least once a week for 10 minutes for Legionella risk control – consider having unused taps removed.	Weekly	H/K

## **ANNEX B - OPERATIONAL STAFFING MODEL**

**[See attached separately to this document]**

