

**AUTHORITY: The Secretary of State for the Home Department** 

## **SCHEDULE 2**

**AUTHORITY REQUIREMENTS** 

PROVISION OF ADULT VICTIMS OF MODERN SLAVERY CARE & CO-ORDINATION SERVICES

## **CONTENTS**

CORE SERVICE REQUIREMENTS	
Initial and Detailed Needs Based Assessments	2
Accommodation	3
Outreach Services	10
Emergency Medical Treatment	11
Material Assistance	12
Subsistence Payments	
Complaints Handling	15
Interpretation Services	16
Information and Signposting	17
Advocacy for Specialist Services, Including Counselling	
Assistance at Appropriate Stages of Criminal Proceedings Against Offenders	20
Access to Education for Dependent School Age Minors	21
Transport Service	22
Data Storage and Information Technology Requirements	26
ANNEX A: ACCOMMODATION STANDARDS	
ANNEX B: HOUSING HEALTH AND SAFETY RATING SYSTEM	45

## **CORE SERVICE REQUIREMENTS**

- AA-01 All of the Service Requirements set out below shall apply to the Contractor and all of its Sub-contractors.
- AA-02 The Contractor shall ensure that all the Services it provides, as set out in this Schedule; adhere to all relevant UK legislation applicable to the delivery of such Services.

#### 1. Initial and Detailed Needs Based Assessments

A-001 The Contractor shall conduct an Initial Needs Based Assessment of the Service User within three hours of the Service User's referral to the Contractor, taking into account their safety and security needs.

The purpose of the Initial Needs Based Assessment is to:

- a. Ascertain the immediate welfare needs of the Service User (and their dependants); and
- b. To determine whether the Service User (and their dependants) need to be accommodated.
- A-002 The Contractor shall conduct a Face-to-Face Detailed Needs Based Assessment of all Service Users within 48 hours of a Positive RG Decision, ensuring that the Staff who undertake these assessments are suitably qualified professionals.
  - The purpose of the Detailed Needs Based Assessment shall be to identify the detailed support needs of the Service User (and their dependants), whilst they are in the Service.
- A-003 The Contractor shall share the contents of the Initial Needs Based Assessment and/or the Detailed Needs Based Assessment with the Service User, the Authority, the Police, and or the Competent Authorities should they request them.
- A-004 The Contractor shall ensure that both the Initial Needs Based Assessment and the Detailed Needs Based Assessment are conducted in a language understood by the Service User.

#### 2. Accommodation

B-001 The Contractor shall provide residential Accommodation for all Service Users that the Authority refers to receive this Service.

B-002 The Contractor shall ensure that its Service Provision is capable of:

- a. Providing sufficient Accommodation for all Service Users referred; and
- b. For the necessary period of time required by all Service Users, as set out in VC Volume 1 RFP Instruction to Bidders.
- B-003 The Contractor shall ensure that all Accommodation it provides meets all the necessary Accommodation Standards as specified in **Annex A**.
- B-004 The Contractor shall ensure that the Accommodation provision it provides is located across England and Wales.

B-005 The Contractor shall provide the following types of Self Catered Accommodation to be used by Service Users:

- a. Shared Single Sex Accommodation (for both male and female Service Users);
- b. Shared Mixed Sex Accommodation; and
- c. Accommodation for individual Service Users (and their dependents);
- B-006 There may be exceptional circumstances, as set out in a-to-c below, where following the Initial Needs based Assessment or Detailed Needs Based Assessment, the Contractor determines that Catered Accommodation is required by the Service User. The Contractor's Solution must be capable of meeting this requirement.

Catered Accommodation will be provided for Service Users who are not capable of preparing their own food due to:

- a. Disability:
- b. Debilitating illness physical and/or mental;
- c. Ongoing treatment for severe substance use and addiction

In instances where Catered Accommodation is to be provided by the Contractor, the Contractor shall ensure that:

- a. The food provided meets any dietary, medical, cultural and religious needs of Service Users; and
- b. The official Government Buying Standards for the procurement of healthier, more sustainable, food and catering services are adhered to.
- B-007 The Contractor shall only accommodate Service Users related to this Contract provision in the allocated Accommodation, unless otherwise instructed by the Authority.
- B-008 As part of the Accommodation provision, the Contractor shall provide a supplementary 'Move In' service for all Service Users as soon as practicable and in any event no later than 24 hours of the Service User's arrival in their allocated Accommodation.

The 'Move-In' service shall be in a language understood by the Service User and shall consist of but not be limited to the following:

- a. A detailed orientation of the Accommodation;
- b. An overview of the Accommodation's emergency procedures;
- c. An overview of the Accommodation's weapons, smoking, alcohol and drugs policies;
- d. The handing over of property keys where appropriate;
- e. Operating instructions for equipment, facilities and installed items provided for comfort and general living;
- f. Guidelines for effectively managing antisocial and/or violent behaviour that occurs in its Accommodation;
- g. The Contractor's arrangements for providing Service Users with their Subsistence Allowance; and
- h. Any necessary signposting to the location of local amenities.

#### B-009 The Contractor shall ensure that:

- a. The Accommodation is maintained and serviced to the Standards set out in Annex A (B.11);
- b. It provides a 24-hour emergency response maintenance service in accordance with requirements B-022 and B-023;
- c. All the Accommodation it provides has the necessary certifications from the Local Authority and other relevant organisations or bodies before placing any Service Users within the Accommodation. Such certifications must include, but shall not be limited to:
  - i. Planning permission for Accommodation in multiple occupation (HMO) from the Local Authority;
  - ii. Gas Safety Certificate (CP12) from a Gas Safe Registered engineer every year;

- iii. Portable Appliances Test Certificate from an independent PAT qualified engineer (no legal requirement on frequency); and
- iv. Electrical Safety Certificate from a competent electrician every 5 to 10 years.
- B-010 The Contractor shall have in place and comply with guidelines for effectively managing antisocial and/or violent behaviour that occurs in its Accommodation.
- B-011 Where required, the Contractor shall be able to accommodate Service Users in specific localities, e.g. due to ongoing treatment for medical conditions or because it is deemed necessary to locate them a certain distance away from where they have resided prior to being referred to the Service. The Contractor's need to do this will be determined in the Initial Needs Based Assessment of the Service User. .
- B-012 The Contractor shall have the ability to accommodate Service Users identified, either via Initial Needs Based Assessments or Detailed Needs based Assessments, with acute specialist needs (intensive support), which may include, but shall not be limited to:
  - a. High trauma;
  - b. Suicidal tendencies;
  - c. Psychological issues; and
  - d. Disability.
- B-013 The Contractor shall ensure that all the Accommodation it provides is suitable for Service Users with specific needs as notified by the Authority and in compliance with appropriate Disability Discrimination legislation.
- B-014 The Contractor shall provide provisions to accommodate the needs of pregnant women, nursing mothers, babies and young children.
- B-015 In circumstances where a Service User requires the Service Provision beyond their agreed Service Exit Date, the Contractor shall notify the Authority and request an extension to the Service User's provision of the Services.
  - a. In cases of a Positive CG Decision, the extension request shall be made at least 5 Working Days in advance of the agreed exit date; and

b. In cases of a Negative CG Decision, the extension request shall be made at least 36 hours in advance, of the agreed exit date.

The Contractor shall ensure that extension requests are not made retrospectively,

The Authority shall aim to provide a response to the Contractor's extension requests within 48 hours of the request being received.

- B-016 The Contractor shall provide Alternative Accommodation for any Service Users who are required to vacate the allocated Accommodation for any reason, including:
  - a. If the allocated Accommodation is deemed unsafe in accordance with the Accommodation Standards:
  - b. If the location of the Service User has been identified by individual(s) involved in their trafficking and/or exploitation;
  - c. If a Service User receives threats of violence from other Service Users.

If Alternative Accommodation is required to be provided by the Contractor, the Contractor shall ensure that this Alternative Accommodation meets the Accommodation Standards.

- B-017 The Contractor shall ensure that entry controls as well as locks are in place on the main door, locks are in place on all other doors and locks are in place on all windows at Accommodation provided to Service Users, in order to meet the appropriate security standards, specified in **Section 2 of the Security Schedule**.
- B-018 The Contractor shall have plans in place which it will comply with for effectively intercepting and dealing with intruders to the Accommodation.
- B-019 The Contractor shall ensure that external visitors, who do not have a pre-arranged appointment at the Accommodation, are not allowed in the Accommodation.

#### B-020 The Contractor shall:

a. Permit the Authority and/or its agents to have access to all Accommodation, including for the purpose of carrying out inspections of the Accommodation; and

b. Ensure that, a representative of the Contractor is available to accompany the Authority and/or its agents on any visits to Accommodation.

Such access is to be requested by the Authority and or its Agents in writing to the Contractor.

- B-021 The Contractor shall appoint an Accommodation Manager responsible for the day-to-day management of the Accommodation Services to each unit of Accommodation provided, ensuring that:
  - a. The Accommodation Manager is accessible to all Service Users; and
  - b. The name and contact details of the Accommodation Manager are clearly displayed in the Accommodation.
- B-022 The Contractor shall provide a pre-planned Accommodation maintenance service as required.

The Contractor shall:

- a. Manage and administer the pre-planned Accommodation maintenance service;
- b. Inspect each unit of Accommodation at least once each calendar month;
- c. Ensure that no unit of Accommodation fails the Housing Health and Safety Rating System (HHSRS) in Annex C;
- d. Re-assess all Accommodation units, that having been assessed as passing HHSRS, and ensure they are subject to regular maintenance to reduce risk:
- e. Take action relating to any defect assessed as being "unsafe" or a "severe defect" within the response times defined in **Annex B (B.11)**.
- f. Re-inspect, within one calendar week, Accommodation in which maintenance has been completed, to rectify an unsafe state or severe defects:
- g. Maintain a full auditable record of all maintenance inspections and works undertaken relating to all Accommodation provided under this Contract;
- h. At reasonable prior notice, make such records available to the Authority for inspection and quality audit purposes;
- i. Provide 5 working days notice to the Service User that maintenance work is planned for the Accommodation; and
- j. Provide 5 working days notice to the Service User that the Accommodation is to be inspected, or Health and Safety Assessment is to be conducted.

B-023 The Contractor shall provide a 24-hour emergency response and reactive maintenance service that shall:

- a. Manage and administer the 24-hour emergency response and reactive maintenance service;
- b. Re-assess all Accommodation units, that having been assessed as failing HHSRS, are subject to maintenance to reduce risk, once maintenance has been completed;
- k. Take action relating to any defect assessed as being "unsafe" or a "severe defect" within the response times defined in **Annex B (B.11)**.
- c. Re-inspect, within one calendar week, Accommodation in which maintenance to rectify an unsafe state or severe defect has been completed;
- d. Maintain a full auditable record of all maintenance inspections and works undertaken relating to all reactive maintenance of Accommodation provided;
- e. At reasonable prior notice, make such records available to the Authority for inspection and quality audit purposes; and
- f. Brief the Service Users occupying Accommodation when reactive maintenance work is to be undertaken, on what the work entails, and any collateral action that the Service Users need to undertake.

B-024 The Contractor shall, where appropriate, report to the Police any issues that may arise in relation to the following:

- a. Antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment;
- b. Behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerability to radicalisation;
- c. Neglect, sexual harassment or exploitation; and
- d. Domestic violence or relating to the safeguarding of children.

B-025 The Contractor shall undertake an Asylum Needs Based Assessment in instances where a Service User decides to make an application for asylum.

The purpose of the Asylum Needs Based Assessment shall be to ascertain whether the Service User should be moved to Asylum Accommodation. If the Service User has specialist needs that can only be met by accommodating them in the Contractor's Accommodation, then they should remain there.

If appropriate, the Contractor shall liaise with the Authority to transfer the Service User to appropriate Asylum Accommodation provided by the Authority.

B-026 In exceptional circumstances, the Contractor may need to evict Service Users from their Accommodation as a result of their inappropriate or violent behaviour.

Prior to conducting such an eviction, the Contractor shall consult with the Authority with a view to determining whether this is the appropriate course of action.

However, if the situation is severe and calls for immediate eviction, the Contractor shall carry out the eviction without consulting the Authority, and must submit a written report within 5 working days of the Service User's exit.

B-027 In the event that a Service User exits the Service early and does so of their own free will (i.e. if the Service User decides that they no longer require the Service), the Contractor shall notify the Authority by submitting a written report within 5 working days of the Service User's exit.

The purpose of this report shall be to explain why the Service User has left the Accommodation and their exit destination, including any perceived risk to the Service User if known and to inform the Authority whether there are concerns that the Service User may have exited the Service to re-enter trafficking and or forced labour.

B-028 In the event a Service User runs away or goes missing, the Contractor shall immediately report the relevant Service User as a missing person to the Police, and notify the Authority in writing within 2 working days.

#### 3. Outreach Services

All Services in this Schedule shall be provided to all Service Users.

C-001 In the event that a Service User is not accommodated by the Contractor, the Contractor shall provide these Services through an Outreach Services provision to the Service Users that are not accommodated by the Contractor. Outreach Services shall include all Services that are highlighted below and set out in this Schedule, excluding Accommodation:

- a. Initial and Detailed Needs Based Assessments;
- b. Emergency Medical Treatment;
- c. Material Assistance:
- d. Subsistence Assistance:
- e. Complaints Service;
- f. Translation and Interpretation Services;
- g. Information and Signposting;
- h. Advocacy for Specialist Services including Counselling;
- i. Assistance at Appropriate Stages of Criminal Proceedings Against Offenders;
- j. Access to Education for Dependent School Age Minors;
- k. Transport Service; and
- I. All Additional Requirements.

The specific Outreach Services to be provided by the Contractor, to individual Service Users will be agreed between the Contractor and each such Service User, following the completion of the Detailed Needs Based Assessment.

## 4. Emergency Medical Treatment

D-001 The Contractor shall provide access to Emergency Medical Treatment to Service Users in obvious and/or urgent need of medical care.

Such access to Emergency Medical Treatment is to be provided by the Contractor to Service Users as and when required throughout the Service User's stay in the Service.

D-002 The Contractor shall take all necessary action, to ensure that Service Users in need of Emergency Professional Medical Treatment receive this in a timely manner.

In particular, as and where necessary, the Contractor shall ensure that Service Users that require it are taken to the:

- a. Hospital Accident and Emergency department for emergency treatment; or
- b. Nearest GP surgery for registration, treatment or referral.

#### 5. Material Assistance

- E-001 The Contractor shall provide Service Users with a "Welcome Pack" on entering their Accommodation. The Welcome Pack shall include the following items:
  - a. Bath towel:
  - b. Toothbrush and toothpaste;
  - c. Soap;
  - d. Shampoo;
  - e. Sanitary protection (for females); and
  - f. Suitable under garments.
- E-002 The Contractor shall provide Service Users with necessary items of clothing required by them until they receive their first Subsistence payment. Such items of clothing should be culturally appropriate to the Service User.

For the purpose of meeting this requirement the Contractor may, wherever possible, make use of local charitable donations to provide such items of clothing.

## 6. Subsistence Payments

- F-001 The Contractor shall provide Service Users with Subsistence Payments in cash and these Subsistence Payments are to be paid to Service user on the following basis:
  - a. On a Weekly basis (same day every week), payable pro rata for part weeks;
  - b. The first Subsistence Payment being payable to the Service User within 48 hours of entering the Accommodation; and
  - c. The Subsistence Payments shall cease when the Service User exits the Service.

The table below provides details of the Subsistence Payments that may be payable to Service Users:

Service User Type	Value of Subsistence Payment
Service User in Catered Accommodation provided by the Contractor	£35
Service User in Self-Catered Accommodation provided by the Contractor	£65
Service User accommodated by the Authority, and in receipt of Subsistence Payments through that Service	£65 minus the amount of Subsistence received by the Authority
Service user Not Accommodated by the Contractor or the Authority (e.g. Living with friends or family)	£35

Detailed below are the Additional Subsistence Payments that the Contractor shall provide to Service Users that have dependant children:

- a. An additional £20.50 for the first child; and
- b. A further £13.55 for each additional child.

## F-002 The Contractor shall:

- a. Keep complete, accurate and auditable records for each and every Subsistence Payment made to Service Users;
- b. Ensure that these records are available for inspection by the Authority; and
- c. Electronically transmit these records to the Authority within 5 working days of a request for the records being made by the Authority

#### 7. Complaints Handling

G-001 The Contractor shall provide Service Users with a mechanism for making "In Confidence" complaints about the Service.

G-002 The Contractor shall ensure that it:

- a. Makes a records of every complaint raised by Service Users, and that this record includes the cause of the complaint, the outcome of any investigation undertaken by the Contractor as a consequence of the complaint, and the action taken by the Contractor to rectify the cause of the complaint;
- b. Seeks to resolve all complaints within 5 working days of the complaint being lodged;
- c. Informs the Service User that has made the complaint on the way in which the complaint will be addressed;
- d. Informs the Service User of the outcome of any investigation into the complaint and or of any subsequent action required to be taken; and
- e. Arranges an interpreter to be available to enable the Service User to explain their complaint in detail.

G-003 The Contractor shall refer any unresolved Service User complaints to the Authority, if all other avenues for complaint resolution fail to achieve an outcome satisfactory to the relevant Service User.

## 8. Interpretation Services

H-001 The Contractor shall ensure that all the Services it provides are available to the Service Users in a language understood by the Service User.

The Contractor shall provide appropriate Interpreting Services, if required, to Service Users in the following instances:

- a. During the Service User's Initial and Detailed Needs Based Assessments;
- b. On the Service User's arrival at the allocated Accommodation;
- c. During the Service User's stay at the allocated Accommodation where necessary; and
- d. Where a meeting is arranged for a Service User with a Third Party (e.g. GP).

## 9. Information and Signposting

- I-001 The Contractor shall provide the following information and signposting as required by Service Users, taking into account the needs of individual Service Users:
  - a. Those detailed in **B-008** as part of the "Move In" service for Service User's entering the Contractor's Accommodation;
  - b. Provision of access to specialist services, including counselling and psychological assistance, as detailed in J-001; and
  - c. Information and advice given to Service Users regarding their legal entitlements, which may include, but are not limited to, their rights to stay in the UK, their rights to access mainstream benefits and their judicial rights.
- I-002 The Contractor shall provide information to Service Users on Modern Slavery, with the aim to empower Service Users and encourage them to better protect themselves in the future, in order to reduce the risk of being re-trafficked or exploited
- I-003 The Contractor shall accompany the Service User to all appointments, unless specifically asked not to by the Service User.

## 10. Advocacy for Specialist Services including Counselling

- J-001 The Contractor shall provide access to specialist services, as listed in a-to-i, for the Service Users who require these:
  - a. Mental health / substance dependency (desintoxication);
  - b. Sexual health services:
  - c. Specialist counselling;
  - d. Birthing partners;
  - e. Resettlement support;
  - f. Signposting at pre-service exit;
  - g. Access to ESOL classes;
  - h. Preparation for work; and
  - i. Support with submitting claims e.g. asylum, benefits, or legal.
- J-002 The Contractor shall work with local mental health services and develop and make available appropriate therapeutic support to meet Service User's needs. This may include: mindfulness techniques to help Service Users live now rather than in the past; group therapy which in addition to the therapeutic support provides a peer support network; and trauma based counselling using techniques to help Service Users live with their experiences.
- J-003 The Contractor shall ensure that those employed to provide such Specialist Services are fully qualified professionals with a proven track record of delivering those Specialist Services.
- J-004 The Contractor shall engage with the following organisations:
  - a. The Authority's local asylum support services, where appropriate;
  - b. Relevant voluntary sector organisations;
  - c. Local Authority Social Services Department;
  - d. Local National Health Service;
  - e. Emergency services, the police and legal advisers and services;
  - f. Local leisure and recreation services and facilities, where appropriate;
  - g. Other relevant organisations as appropriate

The purpose of such engagement being for the purpose of developing and maintaining co-operative working relationships in order to provide relevant Service Users with free and consistent access to the specialist services that these organisations provide.

J-005 The Bidder shall confirm that it is willing to register with a relevant body in relation to the provision of care, should the Authority require them to do so.

## 11. Assistance at Appropriate Stages of Criminal Proceedings Against Offenders

- K-001 The Contractor shall provide assistance to Service Users at appropriate stages of criminal proceedings against offenders, in doing so it shall:
  - a. Explain to the Service User the relevant procedures relating to the prosecution of offenders;
  - b. If appropriate, encourage the Service User to cooperate with any police enquiries and with the wider justice system.
  - c. Explain to the Service User, where relevant, what role they will have in court proceedings; and
  - d. Facilitate access to independent legal support for the Service User and where appropriate assist the Service User to apply for Legal Aid.
- K-002 The Contractor shall cooperate with the police and judicial service in order to assist in the prosecution of potential offenders particularly when requests for information are made and ensuring that Data Protection laws are adhered to.

## 12. Access to Education for Dependent School Age Minors

- L-001 The Contractor shall assist Service Users to register any dependant school age minors at appropriate schools in the locality of the Accommodation.
- L-002 The Contractor shall ensure that Service Users' dependent school age minors are able to attend school every day and where necessary shall ensure that there is adequate Transport provision between the school and Accommodation on a daily basis if required.
- L-003 The Contractor shall ensure that the schools have information regarding who can or cannot collect the Service Users' dependent school age minors from the school.

## 13. Transport Service

Where the Service User is making a journey that does not require the Transport Service, and the cost of the journey is under £10 return e.g. bus fare or short taxi, the Service User will pay for this journey out of their subsistence allowance.

Where the Service User is making a journey, to an appointment that is part of the Service or shall facilitate their reflection and recovery, and that does not require the Transport Service, and the cost of the journey is more than £10 return e.g. train fare or taxi, the Service User shall contribute the first £10 from their subsistence allowance, and the Contractor shall cover the remainder.

M-001 The Contractor shall provide 24-hour, 7-days a week Transport Services for the purpose of transporting Service Users to locations across England and Wales.

These Services shall cover scheduled and ad hoc journeys (often at short notice) in respect of the following non-exhaustive list:

- a. Transportation from the point of identification to the Accommodation location;
- b. Transportation from the Service User's allocated Accommodation to the Authority's offices;
- c. Transportation from the Service User's allocated Accommodation to locations such Law Enforcement Agencies, Solicitors, Courts, and Medical Institutions (for appointments).
- d. Transportation from the Service User's allocated Accommodation to the Schools of the Service User's dependent school age minors;
- e. Transportation from the Service User's allocated Accommodation to Alternative Accommodation.

M-002 The Contractor shall ensure that the drivers involved in the delivery of Transport Services have:

- a. A full, valid UK driving licence that has been held for at least 36 months at the time of deployment;
- b. No more than 6 points on their licence;
- c. Passed DBS checks;
- d. The legal right to work in the UK.

M-003 The Contractor shall ensure that all drivers undertaking any duty on behalf of the Authority receive adequate training on the effects that drugs, alcohol and fatigue have on driving.

M-004 The Contractor shall ensure that all of its vehicles being used to transport Service Users shall be:

- a. Fit for the purpose of the Contract;
- b. Kept in (interior and exterior) clean, hygienic and roadworthy condition;
- c. Equipped with two way communications equipment;
- d. Devoid from materials of a racially, sexually, or politically offensive nature;
- e. Devoid of combustible and flammable materials such as extra fuel supplies;
- f. Free from signage which identifies the vehicles as representing the Authority or giving indication as to the type of passengers;
- g. Non-caged vehicles
- M-005 The Contractor shall have the capacity to provide suitable vehicles for Service Users with physical disabilities or medical conditions, in compliance with the Disability Discrimination Legislation.
- M-006 The vehicles provided by the Contractor for the provision of Transport Services shall meet the needs of individual Service Users e.g. age and size appropriate.
- M-007 The Contractor shall ensure that the dependent minors of the Service Users may only be transported with their family members or a responsible adult who understands and fully complies with the Authority's obligations for safeguarding children. A responsible adult may include a:
  - a. Family member;
  - b. Friend;
  - c. Volunteer; and/or
  - d. Social/health care professional.
- M-008 The Contractor shall ensure that it has in place a Service Delivery Plan is in place and complied with, and that it includes detailed procedures for dealing with minors, pregnant females and nursing mothers with dependent minors.

- M-009 The Contractor shall keep a record of every journey made. The records of journeys shall be kept by the Contractor for a minimum of 6 years (from date of journey) and shall include:
  - a. Dates, times and places of departure and arrival;
  - b. Vehicle type used and registration number;
  - c. Passenger numbers and their identities;
  - d. Driver's identity
  - e. Meals and refreshments provided;
  - f. Service Users and dependent minors' property and its consignment;
  - g. Requests or complaints and how they have been dealt with;
  - h. Incidents of self harm or attempted suicide;
  - i. Miscellaneous incidents (including healthcare issues);
  - j. And instances where journeys were not undertaken and the reasons why the journey was not undertaken.
- M-010 The Contractor shall make the records of journeys available for inspection by the Authority within 5 working days of the Authority making such a request.
- M-011 The Contractor shall confirm the identity of each and every Service User at the time of collection to ensure that the Service User is the person named in the relevant documentation.
- M-012 The Contractor shall ensure that any property of the Service Users that is handed over to Staff is signed for when it is collected by the Service Users.
- M-013 The Contractor shall ensure it collects and holds any prescribed medication belonging to Service Users until arrival at their designated destination, and upon arrival at the designated destination, the Contractor shall hand over any prescribed medication belonging to Service Users to the new custodian, ensuring that a written confirmation of its receipt is issued.
- M-014 The Contractor shall explain the journey and vehicle safety (inclusive of instructions on how to secure seat belts and open and close the vehicle) to Service Users, in a language understood by the Service Users.
- M-015 The Contractor shall make arrangements for required comfort breaks, on demand.

- M-016 The Contractor shall provide Service Users with a cold packed meal and drink (e.g. soft drinks, tea or coffee) for every journey likely to last over 2 hours, and for every subsequent 4 hour period. The Contractor shall ensure that the food and drink served during every journey reflect the dietary, medical, cultural and religious needs of Service Users, and ensure the official Government Buying Standards for the procurement of healthier, more sustainable, food and catering services are adhered to.
- M-017 On arrival at the designated destination, the Contractor shall ensure that the Service Users are escorted and introduced to the Staff or the new custodian. During which time, the drivers should not depart from the location until the handover of care is complete.

## M-018 The Contractor shall ensure that:

- a. Any vehicle faults/breakdowns en route are rectified as soon as possible in order to minimise the impact on the level of service required by the Authority;
- b. The availability of replacement vehicles, drivers or any other support vehicles or persons, in case the original Transport service provision fails; and
- c. The replacement vehicles and drivers meet the same requirements as accorded to the original Transport service provision.

## 14. Data Storage, and Information Technology Requirements

## **Data Storage**

- N-001 The Contractor shall ensure that all Staff receives relevant Data Protection training.
- N-002 The Contractor shall ensure that sufficient capacity to store data safely and securely is available and to the standards required by the Authority.

## **IT Requirements**

- N-003 The Contractor shall provide IT systems that can record and store the data required to effectively manage the Service, including financial data.
- N-004 The Contractor shall provide IT systems that can manipulate the recorded data to ensure that Management Information statistics can be supplied to the Authority.
- N-005 The Contractor shall make Management Information statistics available for the Authority on request (within 5 working days of the request).
- N-006 The Contractor shall ensure that the IT systems are safe and secure, to the standards required by the Authority.

## ANNEX A ACCOMMODATION STANDARDS

#### **B.1** Accommodation Standards

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

These levels are:

B.1.1.	l Safe
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B.1.1.2 Habitable;

B.1.1.3 Fit for purpose;

B.1.1.4 Correctly equipped

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

#### **B.2** Safe Accommodation

B.2.1 The following criteria will result in Accommodation being regarded as **Unsafe** and requiring the immediate vacation by the Service Users:

B.2.1.1 Gas leak;

B.2.1.2 Structural instability;

B.2.1.3 Flooding or free standing water within the Accommodation;

B.2.1.4	Water penetration through the structure of the Accommodation resulting in pooling;
B.2.1.5	Damaged or friable asbestos linings or insulation products;
B.2.1.6	Fire damage;
B.2.1.7	A health and safety assessment of Category A, B or C (Annex B);
B 2.1.8	Electrical damage that could lead to fire or other injury

## **B.3** Habitable Accommodation

B.3.1 The following criteria will result in the Accommodation being regarded as uninhabitable having **Severe Defects** and requiring the emergency action by the Provider:

B.3.1.1	No mains water supplied;
B.3.1.2	No gas supplied where gas is normally supplied;
B.3.1.3	No electrical power supplied;
B.3.1.4	Falling or unstable ceiling fabric;
B.3.1.5	Hole in or weakened floor;
B.3.1.6	Bare or exposed electrical wiring;
B.3.1.7	No operational smoke or fire alarms;
B.3.1.8	No operational hot water supply;
B.3.1.9	No operational space heating system;
B.3.1.10	Blocked drainage either inside or outside the Accommodation that affects the Accommodation;

- B.3.1.11 Plumbing leaks that give rise to potential flooding within the Accommodation or in other Accommodation or property;
- B.3.1.12 No valid gas and/or electrical certification;
- B.3.1.13 Broken glazing; and
- B.3.1.14 Ground floor windows and other accessible windows and any entrance doors that are not capable of being closed and locked.

#### B.4 Fit for purpose – Accommodation generally

- B.4.1 The following standards must be satisfied for Accommodation to be regarded as fit for its intended purpose:
  - B.4.1.1 The Accommodation is of the type appropriate to be allocated to the Service User;
  - B.4.1.2 The interior structure of Accommodation and all fixtures and fittings safe and free from defects or artefacts that may pose a hazard to Service Users;
  - B.4.1.3 Windows and balconies provide protection against falling for vulnerable occupants;
  - B.4.1.4 Roofs, walls, and external widows and doors are weatherproof;
  - B.4.1.5 Internal ventilation sufficient to prevent dampness and condensation and be adequate for energy consumption and waste air, smoke, fumes and gas extraction;
  - B.4.1.6 Smoke and/or heat detectors fitted on each floor and in compliance with the relevant British Standards, Building Regulations and Local Authority requirements. In houses of multiple occupation detectors to be mains powered with battery backup and inter-linked to BS 5446 or its equivalent and to meet local Fire and Rescue Service requirements;
  - B.4.1.7 CO detectors

B.4.1.8	Doors and windows capable of being secured to the minimum standards recommended by the Police and the Association of British Insurers;
B.4.1.9	All windows above ground floor level have restrictors where vulnerable occupants may be present;
B.4.1.10	Drinking and other cold water supplies available at all times on demand and of sufficient pressure to operate heating installations;
B.4.1.11	If a full space heating system is not installed then appropriate fixed heating appliances are fitted in the living areas. Paraffin or bottled gas heating systems shall not be used;
B.4.1.12	Plumbing operational and leak free;
B.4.1.13	In houses of multiple occupation, adequate notice explaining action to be taken in the event of fire or other emergency and identifying fire emergency exits in the Accommodation premises. Notices (which shall include diagrams showing emergency exits) are to be in a language the relevant Service User(s) understands or in such diagrammatic form that the relevant Service User(s) are capable of understanding irrespective of his/their ability to read in any language;
B.4.1.14	In houses of multiple occupation all bathrooms, shower rooms, toilets, and bedrooms have locks capable of being locked from the inside;
B.4.1.15	Kitchen fit out to include cupboard space within the constraints of the existing structure;
B.4.1.16	Kitchen units easy to clean and maintain;
B.4.1.17	Bathrooms equipped with a bath or shower, toilet, wash hand basin, all in working order and a towel rail;
B.4.1.18	Floor covering in kitchens and bathrooms easy to clean and moisture resistant;

B.4.1.19	The Accommodation is free from pest infestation;		
B.4.1.20	The Accommodation has a telephone line installed or is capable of having such a line installed.		
B.4.2		of a Service User Accommodation will not be regarded as fit for purpose if the determined external aspects of the Accommodation are not in good decorative order which shall	
B.4.2.1	Paint or em	nulsion surfaces to be free of:	
surface;	B.4.2.1.1	Significant holes and cracks in walls, ceilings, floors, doors and any plastered	
	B.4.2.1.2	Extensive peeling, flaking or blistering;	
	B.4.2.1.3	Ingrained dirt which is not possible for the Service User to remove;	
	B.4.2.1.4	Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,	
	B.4.2.1.5	Signs of dampness and mould growth.	
B.4.2.2	Wallpapere	ed surfaces to be free of:	
	B.4.2.2.1	Holes and cracks in walls, ceilings and any plastered surface;	
	B.4.2.2.2	Ingrained dirt which is not possible for the Service User to remove;	
	B.4.2.2.3 Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,		
	B.4.2.2.4	Signs of dampness and mould growth.	

- B.4.3 Wood surface to be cleaned.
- B.4.4 Wall tiles and floor tiles to be free of significant damage.
- B.4.5 Internal and external aspects of the Accommodation clean prior to Service Users taking up occupancy:
  - B.4.5.1 Loose dust, debris and all refuse removed;
  - B.4.5.2 All surfaces including walls, tiling, sills, fireplace surrounds, worktops, interiors and exteriors of cupboards and drawers to be washed down, cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;
  - B.4.5.3 Floors and floor coverings to be washed down or cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;
  - B.4.5.4 Sinks, baths, shower units and other sanitary-ware to be cleaned, and free of stains and other material deposits and disinfected as appropriate;
  - B.4.5.5 Windows and frames to be washed down and disinfected and cleaned of deposits of grease or other natural and unnatural coatings and marks where appropriate.

#### B.5 Fit for purpose – Disabled persons

- B.5.1 The Contractor shall, when required, provide Accommodation for disabled persons that is fit for purpose and can be used for their intended purpose by disabled Service Users in compliance with Relevant Law.
- B.5.2 The Contractor shall ensure that Accommodation provided for vulnerable persons, is compliant with Relevant Law.

#### B.6 Fit for purpose – Public areas

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

B.6.1.1 Within the boundaries of buildings where applicable: B.6.1.1.1 Floors, doors, stairs, walls, ceilings, parapets, balustrades, hand rails free from defects or artefacts that may pose a hazard to people; B.6.1.1.2 Floors, doors, stairs, walls, ceilings, balustrades, stringers, panels and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned; B.6.1.1.3 Lifts maintained in accordance with manufacturers' specifications and in working order; B.6.1.1.4 Lighting in all areas in working order; B.6.1.1.5 Porch canopies and flat roof areas free of debris and organic matter; B.6.1.1.6 All drainage, guttering and other water channels in working order with no ponding of water, leaks or overflows: B.6.1.1.7 All areas free from pest infestation; B.6.1.1.8 Walls, stairway structures, ceilings and floors free from holes, cracks, loose plaster, spalling concrete and other surface structure defects as applicable; B.6.1.1.9 Doors, hatches and other coverings free from holes, securable where appropriate, and in proper operating order. B.6.1.2 Other areas: B.6.1.2.1 Walkways and pavements, stairways and steps, walls, balustrades, hand rails free from defects or artefacts that may pose a hazard to people;

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

#### B.8 Fit out – Self Contained Accommodation

- B.8.1 The Provider shall provide, where reasonably appropriate, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.
- B.8.2 The Provider shall ensure that in each unit of self contained Accommodation:
  - B.8.2.1 Child safety gates are fitted on each staircase (where children are accommodated in the relevant Accommodation);

The facilities shall include at least;

Facility	Description	Description		
Bathroom	Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible.  Showers are preferable to meet a wider range of cultural needs.  Additional WCs to be provided wherever possible.			
Kitchen	Kitchen equipment to include:			
	Cookware and utensils	Food preparation area	Hygienic worktops	
	Refrigerator	Sink	Hygienic floor coverings	
	Cooker or oven and hob	Cutlery and crockery	Dustpan and brush	

	Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local launderette)	Ironing board	Clothes iron	
Facility	Description			
Bedrooms	Facilities to include: Single beds or double beds to suit  1 Wardrobe per room  1 Chest of drawers per room	Single beds or double beds to suit the composition of the Service Users  1 Wardrobe per room		
Dining and living	Facilities to include:  Table  1 Dining chair per Service User  1 Armchair or sofa seat per Service	e User		

B.8.4 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in B.9.3.

## B.8.5 The Provider shall provide personal linen for each Service User including:

Item	Quantity	Item	Quantity	
Bath Towel	1	Hand towels	1	
Face Flannels	1	Tea towels	1	
Item	Quantity	Item	Quantity	
Sheets	2	Pillows and Pillow cases	2 of each	
Blankets or duvet	2 or 1	Duvet covers	2	

# B.9 Fit out appropriate to Self Catering Accommodation occupied by a number of Service Users or in conjunction with other persons (save where all Service Users are part of the same family unit)

- B.9.1 The Provider shall ensure that:
  - B.9.1.1 Shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard;
  - B.9.1.2 Where facilities are not provided individually they shall be provided communally and each Service User shall have equal access to them. The facilities shall include at least:

Facility	Description
Bathroom	Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located

	separately wherever possible.	separately wherever possible.		
	Showers are preferable to meet a	Showers are preferable to meet a wider range of cultural needs.		
	Additional WCs to be provided wh	Additional WCs to be provided wherever possible.		
Facility	Description			
Kitchen	Kitchen equipment to include:	Kitchen equipment to include:		
	Cookware and utensils	Food preparation area	Hygienic worktops	
	Refrigerator	Sink	Hygienic floor coverings	
	Cooker or oven and hob	Cutlery and crockery	Dustpan and brush	
	Broom	Ironing board	Clothes iron	
	Access to laundry facilities			
	(which would normally be a			
	washing machine but could be an alternative e.g. providing			
	vouchers for a local launderette)			
Bedrooms	Facilities to include:	Facilities to include:		
	Single beds or double beds to suit the composition of the Service Users			

	1 Wardrobe per room		
	1 Chest of drawers per room		
Dining and living	Facilities to include:		
	Table		
	1 Dining chair per Service User		
	1 Armchair or sofa seat per Service User		
Facility	Description	Quantity	
Bathroom	Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs;  Families shall be allocated their own bathrooms, no sharing with other families unless agreed by the Authority.	At least 1 per 5 single Service users.  Additional WCs to be provide wherever possible.	
Kitchen	Kitchens can be shared by single Service Users;  Shared facilities shall include cupboards, a refrigerator and storage for cutlery, pots and pans;  Families shall be allocated their own kitchens, no sharing with other families unless agreed by Authority.	At least 1 per 5 Service Users.	
Dining and living	Can be shared by single Service Users; Families shall be allocated their own dining and living space, no sharing		

with other families unless agreed by the Au	ithority.

- B.9.2 The Provider shall ensure that common parts are kept clean.
- B.9.3 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.
- B.9.4 The Provider shall provide personal linen for each Service User including:

Item	Quantity	Item	Quantity
Bath Towel	1	Hand towels	1
Face Flannels	1	Tea towels	1
Sheets	2	Pillows and Pillow cases	2 of each
Blankets or duvet	2 or 1	Duvet covers	2

## B.10 Fit out Appropriate to Full Board Accommodation including that occupied by a number of Service Users or in conjunction with other persons

- B.10.1 The Provider shall ensure that:
  - B.10.1.1 Shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard;
  - B.10.1.2 Unless otherwise stipulated, Service Users shall have equal and necessary access to facilities.

    The facilities shall include at least:

Facility **Description** Bathroom Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs. Additional WCs to be provided wherever possible. **Bedrooms** Facilities to include: Single beds or double beds to suit the composition of the Service User 1 Wardrobe per Service User 1 Chest of drawers per Service User Communal Services and Dining – taking into account the number and mix of Service Users adequate dining facilities to cater for **Facilities** the needs of the Service Users accommodated and/or fed in the relevant Accommodation. Drinking water – reasonable access to fresh drinking water and a suitable drinking vessel at all times. Laundry - reasonable access to laundry facilities (over and above hand washing - normally a washing machine), ironing boards and clothes irons. Recreational – taking into account the number and mix of Service Users reasonable access to tables and comfortable chairs for recreational activities. Cleaning – access to appropriate cleaning materials and consumables for use by Service Users for cleaning purposes.

Facility	cility Description	
Bathroom  Each bathroom shall include a bath and/or shower, a wash basin and WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs;  Families (other than those comprising IA Service Users) shall be allocated their own bathrooms, no sharing with other families unless agreed by Authority.		At least 1 per 5 single Service users.  Additional WCs to be provide wherever possible.
Dining and living	ning and living  Providers shall use reasonable endeavours to provide separate living and dining areas for use of families (save that this requirement shall not apply in respect of IA Service Users).	

- B.10.2The Provider shall ensure that common parts are kept clean.
- B.10.3 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.
- B.10.4The Provider shall provide personal linen for each Service User including:

Item	Quantity	Item	Quantity
Bath Towel	1	Hand towels	1
Face Flannels	1	Pillows and Pillow cases	2 of each
Sheets	2	Duvet covers	2

Blankets or duvet	2 or 1	

## **B.11** Response times for reactive maintenance

B.11.1 The Provider shall provide services in response to emergencies and for reactive maintenance activity in accordance with the **Response Times** set out below.

Classification	Meaning	Response Time
Immediate	Works (which are not Emergency, Urgent or Routine) which are necessary where the condition of the Accommodation is such that there has been a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the Accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative Accommodation within 2 hours of notification by the Service User or the Provider becoming aware of the defect.
Emergency	Works (which are not Immediate, Urgent or Routine) which are necessary were the condition of the Accommodation is such that there may be a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the Accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative Accommodation within 24 hours of notification by the Service User or the Provider becoming aware of the defect.
Urgent	Works (which are not Immediate, Emergency or Routine) which are necessary where the condition of the Accommodation is such that there has been an adverse	Investigate and make safe within the 1 Working Day after notification by the Service User or the Provider becoming aware of the defect and to affect a permanent

	effect on the comfort of a Service User or is likely to lead to serious damage.	repair or remedy within 7 Working Days of such a time.
Routine	Works (which are not Immediate, Emergency or Urgent) which are necessary to rectify the condition of the Accommodation where the condition of the Accommodation is such that, although defective having regard to the Provider's obligations, the works can be deferred without causing serious discomfort or inconvenience to the Service User, or damage.	To be carried out within 28 Working Days of notification by the Service User or the Provider becoming aware of the defect.

B.11.2The following table provides without limitation examples and classification of the applicability of the Response Times.

Classification	Example of Fault, Failure, Defect or Incident		
Immediate	Gas leak	Flooding or free standing water within the Accommodation	
	Structural instability	Water penetration through the structure of the Accommodation	
	Fire Damage	Damaged or friable asbestos linings or insulation products	
Emergency	Falling or unstable ceiling fabric	Blocked drainage either inside or outside the Accommodation that affects the Accommodation	
	Hole in or weakened floor	Plumbing leaks that give rise to potential flooding within the Accommodation of an adjacent, other property	
	Bare or exposed electrical	Partial loss of mains water or electrical services	

	wiring	No operational smoke or fire alarms	
	No operational hot water supply	Ground floor windows and any entrance doors are not capable of being closed and locked, etc.	
	No operational space heating system		
	Complete loss of mains water or electrical services, gas supply, etc.		
Classification	Example of Fault, Failure, Defect or Incident		
Urgent	Taps requiring new washers	Minor blockages and leaks in roof drainage	
	Door and windows requiring easing	No valid gas and/or electrical certification	
	Broken glazing		
Routine	Requirement for cleaning, etc.	Glazing repairs, etc.	
	External repairs, etc.		

**ANNEX B** 

## **HOUSING HEALTH AND SAFETY RATING SYSTEM**

There are 29 hazards. These are arranged in four main Categories reflecting the basic health requirements. The four groups are sub-divided according to the nature of the hazards. The profiles provide a summary of information to assist in the assessment of hazards. It is assumed that practitioners using the **Housing Health and Safety Rating System** (Housing Act 2004) for enforcement purposes will have a broad understanding of the relationship between housing and health, and will have read widely around the relevant subject area.

## CATEGORY A - PHYSIOLOGICAL

## **Hydrothermal Conditions**

- Damp and mould growth
- Excess cold
- Excess heat

## **Pollutants (non-microbial)**

- Asbestos (and MMF)
- Biocides
- Carbon Monoxide and fuel combustion products
- Lead
- Radiation
- Uncombusted fuel gas
- Volatile Organic Compounds

## CATEGORY B - PSYCHOLOGICAL

## Space, Security, Light and Noise

- Crowding and space
- Entry by intruders
- Lighting
- Noise

## **CATEGORY C - PROTECTION AGAINST INFECTION**

## Hygiene, Sanitation and Water Supply

- Domestic hygiene, Pests and Refuse
- Food safety
- Personal hygiene, Sanitation and Drainage
- Water supply

#### **CATEGORY D - PROTECTION AGAINST ACCIDENTS**

#### **Falls**

- Falls associated with baths etc
- Falling on level surfaces etc
- Falling on stairs etc
- Falling between levels

## **Electric Shocks, Fires, Burns and Scalds**

- Electrical hazards
- Fire
- Flames, hot surfaces etc

## **Collisions, Cuts and Strains**

- Collision and entrapment
- Explosions
- Position and operability of amenities etc