**SCHEDULE 2.1**

**CALL-OFF SERVICES DESCRIPTION**

1. **Introduction**
   1. This Schedule sets out the scope of the Services to be provided by the Provider.
   2. The Services to be provided by the Provider under this Call-Off Contract shall be:
      1. The Background of the Accommodation for People on Probation (West Midlands) contract and overview of the service as defined in this introduction, being;
         1. Terminology and Definitions;
         2. DF.1 Accommodation– Probation Services Dynamic Framework (PSDF) Service Category
         3. Overview of Service Requirements
      2. the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
      3. the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being: -
         1. Probation Services Dynamic Framework Service Categories;
         2. High Level Outcomes;
         3. Referrals: Process and Objectives;
         4. Property Requirements;
         5. Supplier Personnel Skills and Knowledge;
         6. Scope of the Contract;
         7. Contract Governance;
         8. Mobilisation;
         9. Transition Activity;
         10. General Requirements;
         11. Service Category Specific Requirements;
      4. within the Geographical Locations set out in Part C.
2. Terminology and Definitions
   1. The phrase ‘People on Probation’ (POP) will be used interchangeably with the term ‘Service User’ (SU) for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications.
   2. The terms ‘Supplier’ and ‘Provider will be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications.
3. **DF.1 Accommodation – PSDF Service Category** 
   1. **Accommodation Service Description**
      1. POP often experience a range of barriers to either maintaining or securing suitable and settled accommodation which include:
         1. difficulties accessing social housing, due to their history of offending;
         2. problems securing Accommodations within the private rental sector caused by administrative and financial hurdles;
         3. a lack of the right knowledge or experience to navigate the housing market.
      2. These are services which link to statutory provisions which enable POP to overcome practical barriers and the issues highlighted above and which build skills to enable them to secure and maintain settled accommodation.
   2. **Accommodation Outcomes**
      1. POP are able to secure, and maintain, suitable accommodation.
      2. POP are able to sustain existing accommodation where it proves suitable.
      3. Barrier to obtaining and sustaining accommodation (for instance, financial, behavioural, physical, mental or those which pertain to a particular offence) are successfully removed.
4. Overview of Service Requirements
   1. The provision of accommodation to POP is fundamental to an individual’s rehabilitation and to lowering the risk of reoffending; decreasing the harm posed to the public. Accommodation provision provides security and stability which, in turn, allows POP to seek work more effectively which consequently decreases the likelihood of offending. It is also a core government ambition to eradicate homelessness by 2024; an ambition which has statutory footing in the Homelessness Reduction Act 2017 which places duties on local authorities to address homelessness. This contract will place a key role in meeting these aims and ambitions.
   2. The Authority is seeking to procure accommodation services in the West Midlands region, across dispersed locations, suitable for people on probation (both in the community and prison leavers) who would otherwise be homeless. Those POP who are deemed high risk are to be prioritised. We are seeking at least 50% of bed spaces to be single units. Other accommodation can include up to four-bed houses of multiple occupancy (HMOs). The Authority’s ambition is to convert at least 35% of accommodation arrangements into assured shorthold tenancy agreements. People on probation should be supported for up to 56 nights or, in the alternative, receive assistance in their rent deposit (or any outstanding rental arrears) where this poses a barrier to being accommodated.

There should be capacity to provide emergency accommodation within 24 hours of release (in other situations, at least 48 hours prior to release). These services should be provided in locations across the West Midlands region (save for Birmingham); however, supporting people on probation to remain in their local authority area is a priority. Regardless of accommodation type or arrangement, the Provider will need to comply with the Decent Home Standards (a link is found at 4.1.3); ensuring accommodation is safe and suitable.

* 1. The Authority envisages that the Provider engages in a responsive and collaborative partnership with, amongst other entities, Probation services, the police, Commissioned Rehabilitative Services (CRS) providers and local housing associations.
  2. This contract will **not** require ongoing pastoral support in the provision of these services and envisages the provision of accommodation only, unless otherwise stated in this specification. This is because the Authority has already procured alternative services to meet these needs.
  3. The service will have a financial threshold of £3640 per person on probation, for the purposes outlined above, which means that approximately 165 POP can be assisted with this contract. There is scope for more POP where a person on probation’s budget is not exhausted. For the avoidance of doubt, more than 165 POP may be assisted by the funding if any given person on probation’s funding is not exhausted. For instance, if person on probation ‘A’ has used 49 of the 56 permitted nights; this will mean a new person on probation, ‘B’, could use the remaining 7 nights.
  4. **Where rent arrears pose a barrier to being accommodated, or where the person on probation requires a rental deposit for the same reason, the Authority shall disclose a clear pricing mechanism before contract award.**
  5. The contract is **not** cohort-specific (i.e. all POP are in scope for this contract).
  6. While the Authority is seeking services for dispersed accommodation across the West Midlands region, service delivery and placements will not be required in Birmingham. A list of excluded postcodes can be found at **Appendix 1**.
  7. Placements should be within the local authority area wherein the Duty to Refer has been made (which shall be set out in the referral). This is with a view to minimising displacement and case transfers. Instances where a person on probation is displaced to an area beyond the local authority area are only acceptable in situations of necessity and, in any event, must be expressly agreed by the Homelessness Prevention Team (HPT).

PART A - **Mandatory Requirements**

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

**PART B – DESCRIPTION OF SERVICES TO BE PROVIDED**

1. Probation Services Dynamic Framework Service Categories
   1. The Provider shall provide the following Probation Services Dynamic Framework Service Categories for this Call Off Contract:
      1. DF.1 Accommodation (described in section 3 of the Introduction)
2. High-level Outcomes
   1. The Provider shall satisfactorily have achieved the below outcomes by the end of the 6 month of the contract term:
      1. To ensure POP are provided suitable accommodation on release from custody on licence or while under probation supervision in the community;
      2. To strive for the provision and facilitation of long-term accommodation and assisting in the removal of barriers to long-term accommodation;
      3. To provide accommodation which is suitable for the individual person on probation and does not jeopardise their rehabilitation;
      4. To provide accommodation which complies with any statutory, regulatory or MOJ-specific provisions or guidance;
      5. To work collaboratively and efficiently with various organisations and public entities to guarantee the best service for the people on probation at the best cost for the Authority;
      6. To contribute to the government ambition of eradicating homelessness.
3. Referrals: Process and Objectives
   1. The Authority envisages strong collaboration between the Provider and the Homelessness Prevention Teams (HPT) which will be in place across the region. The individual with Duty to Refer obligations will be the Community Probation Practitioner (CPP). This referral will then be assessed by the local authority prior to formal acceptance. The management of the referrals is envisaged as follows (which represents a non-exhaustive list):
      1. The HPT shall maintain a spreadsheet of all referrals, costs and outcomes;
      2. The HPT shall liaise with the Provider to identify suitable property in the required location (i.e. within the local authority area where the Duty to Refer was made);
      3. The Provider shall notify of a suitable address within 24 hours for emergency cases and at least 48 hours prior to release;
      4. The HPT will liaise with the CPP to ensure any relevant police address checks are effective;
      5. The HPT will notify the Provider of any bookings and the duration of such bookings (which shall be a minimum of fourteen (14) days for initial bookings). They will also communicate any cancellations where they arise;
      6. Where a cancellation is made by the Authority on the same day as the person on probation is due to enter the property, the Provider shall be entitled to three (3) days of payment (out of the agreed booking period). Any cancellations made before the move-in date will not result in any cost to the Authority, unless otherwise agreed by the parties. Where a cancellation is anticipated, reasonable endeavours shall be made by the Authority to find a substitute person on probation;
      7. The CPP, or Accommodation Probation Support Officer (PSO), or a member of the Resettlement team will liaise directly with the person on probation and confirm any bookings with them;
      8. Any communication pertaining to a booking, payment or cancellation is to be conducted by way of secure e-mail with the HPT (i.e. the CJSM platform). Referrals cannot be made outside of this platform, for instance by way of telephone call.
      9. The HPT will decide who is high-risk and what constitutes an ‘emergency’ for the purposes of this contract.
      10. The Provider shall notify as soon as possible the HPT any risks, damages or safeguarding issues the accommodation may present. They will also notify the HPT as soon as is possible of any POP leaving the property.
      11. The Provider will strive towards securing Assured Shorthold Tenancies (AST) for POP with an expectation of at least 35% of all agreements being converted into an AST.
4. Property Requirements
   1. The Authority is seeking to provide up to £3640.00 per person on probation for nightly accommodation. The property will have the following features:
      1. Where appropriate, it shall be self-contained. This means that the accommodation provided will have its own entrance and no shared facilities;
      2. It shall be furnished (including as a minimum: white goods and basic furniture);
      3. It should comply with Decent Home Standards. Please see <https://www.gov.uk/government/publications/a-decent-home-definition-and-guidance> for the Decent Home Standards government guidance.
      4. The Authority shall be entitled to inspect any of the properties procured by the Supplier.
   2. The nightly charge of the property shall cover the following:
      1. Rent;
      2. Any utilities and council tax;
      3. Any fees in relation to property management or maintenance;
      4. Any repairs or renovations required;
      5. An accommodation ‘starter pack’ which should include as a minimum: bedding, bath towels, cutlery, crockery and a hygiene pack (soap, shower gel, a toothbrush, toothpaste and menstrual sanitation products, if applicable).
   3. The costs paid by the Authority shall also cover any damages or other losses flowing from such damages. The Provider shall remain liable for such costs.
   4. The Provider will also be conscious of the characteristics and risks of the person on probation when allocating a property to them. The Provider will be expected to use their expertise, judgement and the information and risk analysis provided by the local authority in making this assessment. A non-exhaustive list of key considerations are included at **Appendix 2**.
5. Supplier Personnel Skills and Knowledge
   1. Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following:
      1. Sufficient knowledge of current housing legislation, awareness of any impending legislative changes that may impact service delivery, and of specific Local Authority policies;
      2. Use a comprehensive understanding of current local accommodation provision and associated services;
      3. Build and maintain strong relationships with statutory and other partners as well as landlords;
      4. Are able to communicate and understanding the risks associated with high-risk POP.
6. Scope of the Contract
   1. There are no cohort-specific requirements for this contract and all POP are in scope. For the avoidance of doubt, there will be no general requirement to allot POP on the basis of gender, race, age, sexuality etc.
   2. The Provider, however, will be expected to be conscious of the characteristics, protected or otherwise, and risks of the person on probation in all aspects of their service provision.
   3. Priority is to be afforded to those POP who pose the highest risk of reoffending and causing harm in the community. No Recourse to Public Funds (NRPF) and Local Housing Association (LHA) high-priority cases will not be eligible to benefit under the contract.
7. Contract Governance
   1. This contract shall be managed by the West Midlands Probation Service contract management team. The Provider shall be expected to engage with this team as frequently as the parties deem necessary.
8. Mobilisation
   1. The Provider and Authority will each provide contact details for a named mobilisation manager for this contract;
   2. The mobilisation managers are responsible for managing and tracking progress of the mobilisation milestones as defined in Schedule 6.1 of the Call-Off Contract.
      1. The Mobilisation Managers (and their teams and representatives where appropriate) shall meet within 2 working days of the Call-Off effective date to;
         1. ensure the mobilisation requirements are understood by both parties;
         2. Any issues or concerns with the transition plan are discussed and, where possible, resolved.
      2. The Mobilisation Managers (and their teams and representatives where appropriate) shall meet routinely to review progress against the mobilisation milestones, and discuss remedial actions where required.
      3. In the event of milestones not being met, the Authority may invoke delay payments in accordance with Schedule 6.1.
         1. These will be applied at the discretion of the Authority, the Providers mobilisation manager should provide reasoning for the milestone being missed in writing, for the Authority Mobilisation manager’s consideration
   3. The Provider’s Mobilisation Manager shall invoice the Authority each month of the mobilisation period, the amount to be invoiced shall be agreed by the mobilisation managers before issue;
      1. The Authority’s mobilisation manager will issue the Provider with confirmation in writing that the Authority is satisfied the Provider has met mobilisation milestones;
      2. Upon receipt of these confirmations, the Provider should include the milestone payments in the subsequent invoice.
9. General Requirements
   1. The following Additional General Requirements shall be applicable to this Call-off Contract:

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| **General Requirements** | |
| **Ref** | **Requirement** |
| **G1** | When direct engagement between the Provider and POP takes place, the Provider must engage with POP in a way which reflects, and is conscious of, each individual’s Protected Characteristics and/or specific needs including but not limited to:  **BAME (including Gypsy, Roma, Travellers)**  **Learning Difficulties and/or Learning Disabilities**  **Young Adults**  **Veterans**  **Foreign National Offenders**  Gender Identity  Age / Health |
| **G2** | The Provider must where required:   1. Engage in a language or format each individual is able to understand.   The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)*:* The Authority shall make available appropriate Authority Interpreter Services.  Where the Provider wishes to access services that are provided by the Authority ("Authority Provided Services"), or any agency of the Authority (e.g. translation services), the Provider agrees that it shall be a condition of the granting of access to the Authority Provided Services by the Authority to the Provider and the Provider’s use of those services, that the Provider complies in full with any and all guidance that is in place (and any amendments to that guidance) governing the access to and use of the Authority Provided Service |
| **G3** | The Provider shall maintain continuity of Service in the case of Disaster pursuant in accordance to the terms of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning):   1. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.6 of the Framework Agreement, and the requirements as set out in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) maintain Services in the event of sickness of individual members of Provider Personnel and the Provider must ensure that an equivalent replacement member of the Provider Personnel shall be deployed in such instance. |
| **G4** | The Provider must:   1. Notwithstanding the generality of the requirements in Clause 16 of the Framework Agreement, provide all Provider Personnel with full introductory training required to complete their role in the delivery of the Services prior to the Call-Off Commencement Date, including, as a minimum training in relation to:    1. Diversity (which is to include comprehensive training on unconscious bias and cultural competence);    2. GDPR;    3. Dealing with challenging behaviour;    4. Risk Awareness - Identification and mitigation; and    5. Adult and Child safeguarding.   To a standard that allows Supplier Personnel to recognise issues of concern and to share information with the HPT. |
| **G5** | In the event the Authority requests the Provider to contribute to Authority liaison arrangements with judges and magistrates, the Provider must do so in accordance with any guidance issued by the Authority, in the format requested by the Authority.  The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities) *The Authority to inform the Provider of liaison meetings, including dates and requirements for the Provider 's input in a timely manner.* |
| **G6** | The Supplier shall work with the Authority to develop digital structures and keep up to date with any changes required (for example remaining compliant with the Authority's choice of browser). |
| **G7** | The Supplier must:   1. Communicate to the HPT by the end of the relevant day:    1. Confirmation that the person on probation has attended the property and taken any relevant keys; and    2. any non-attendance at the property by the person on probation. 2. Alert the HPT by the end of the relevant day:    1. any instances of Unacceptable Behavior by the person on probation;    2. any behavior or information that may indicate a Risk of Serious Harm posed by the person on probation;    3. any information that may impact upon child or adult safeguarding concerns; and    4. any new information that indicates that the person on probation is at increased risk in relation to self-harm, human trafficking, modern-day slavery, gangs, extremism, radicalisation or county lines.   Where the Supplier considers the information in 2.1 - 2.4 to present an imminent Risk of Serious Harm the Supplier must immediately notify the HPT either in person, telephone, email or facsimile, and, where appropriate, the police. Efforts should also be made to inform the Responsible Officer but HPT should be informed as a minimum (and the police were required).  The Supplier shall continue to instruct the person on probation following the occurrence of 2.1 or 2.2 above until the HPT informs the Supplier of alternative action unless the Supplier reasonably considers that to do so would present a risk to staff, the public or other POP.  The Supplier must deliver the Services in a way which takes full account of any identified concerns about adult safeguarding and/or child safeguarding.  Where the HPT has identified public protection concerns, the Services which are provided should be delivered in a way which takes full account of these risks  The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)  *Within the Referral, the HPT will inform the Supplier of* Alternative contact details *in the event the HPT is unavailable, in the event of 2.1-2.4 occurring.* |
| **G8** | The Supplier must provide the Authority with any information in relation to the person on probation, as requested, for the purpose of informing any Pre-Sentence Report in relation to any new or historic offences, for which the person on probation is due to be sentenced. This must be provided in a timescale required by the court and in a format stipulated by the Authority.  The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)  The *HPT will issue request for information as is reasonably practicable and will stipulate the format in which it is required.* |

1. Service Category Specific Requirements
   1. For this competition, and as a means of summarising the requirements, the following Service Category Specific Requirements are required

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| The Provider will: | |
| **REF** | **Outcome** |
| WMAG - 1 | Provide suitable nightly accommodation to POP, for a maximum of 56 nights, who are either due to be released from custody or in the community accounting for the particular needs of the person on probation. Placements shall be within the local authority area wherein the Duty to Refer has been made (save for exceptional circumstances and, in any event, where the Authority has expressly agreed otherwise). |
| WMAG -2 | Provide at least 50% single unit accommodation and no more than four beds per HMO. Where rent arrears or a rent deposit have proven cumbersome to obtaining longer term accommodation, using any funds to eliminate this barrier. |
| WMAG - 3 | 1. An ambition to convert at least 35% of existing accommodation arrangements into Assured Shorthold Tenancy agreements. |
| WMAG - 4 | Provide accommodation which is:   1. Self-contained (where required); 2. Furnished; 3. Compliant with Decent Home Standards and the Charter of Rights and Quality Standards for exempt accommodation. |
| WMAG -5 | Ensure that the nightly charge covers the following as a minimum:   1. Rent; 2. Any utilities and council tax; 3. Any property management and maintenance; 4. All repairs and renovations required; 5. A ‘starter pack’ containing bedding, bath towels, cutlery, crockery and hygiene pack (soap, shower gel, a toothbrush, toothpaste and menstrual sanitation products, if applicable). |
| WMAG-6 | Maintain and forge (if required) good working relationships with:   1. Landlords; 2. Housing providers (including social housing providers, supported housing providers and private housing landlords); 3. Any relevant charitable organisations or those from the voluntary sector; 4. Any employers with potential offers of accommodation. |
| WMAG -7 | Engage in a responsive and collaborative partnership with the Authority and the following organisations, where relevant, to ensure the most efficient service delivery for POP:   1. Probation services (especially the HPT and including the responsible probation practitioner, accommodation SPOCs and prison resettlement teams); 2. The police; 3. Commissioned Rehabilitative Services (CRS) providers; and 4. Local housing authorities (LHAs). |

PART C – GEOGRAPHICAL LOCATIONS

1. The Provider shall provide the Services (as described in Part B above) in the following National Probation Service Regions:
   1. West Midlands (with the exception of Birmingham).

Appendix 1 – Excluded Postcodes

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| **Birmingham North, East and Solihull** | |
| Perry Barr | 6, 20, 21, 23, 42, 43 (part), 44, 72, 73, 74, 75, 76 |
| Centenary House | 8, 9, 10, 25, 26, 33, 34, 36, 37, 90, 91, 92, 93 (part), 94 (part), CV7 |
| **Birmingham South and Central** | |
| Selly Oak | 13, 14, 15, 17, 29, 30, 31, 32 (part), 38, 45 (part) |
| City Centre | 1, 2, 3, 4, 5, 7, 11, 12, 16, 18, 19, 24, 27, 28, 35 |

**Appendix 2 – Key Placement Considerations**

Many people on probation are, at once, potentially vulnerable, but also may be a risk to others. This makes placements in the form of shared accommodation complex. The Probation Practitioner will need to be alert to issues such as risk factors and the location of the proposed property; however, the dynamic of other residents and aspects of combined risk is something the Provider will need to consider carefully. There will always be tensions and a balance to be found, however, the following questions may be useful in those considerations:

1. What does the offending history show in terms of risk indicators, such as substance misuse, gang affiliation or safeguarding suggest?
2. Does the potential resident have vulnerabilities, in terms of capacity to make decisions, mental health or safeguarding?
3. How will the placement, given the history of other individuals, support or aggravate the potential for remaining offence free and not being victimised?
4. What does the offending history and risk information about any resident indicate about the preparedness of the individual to exploit others and how may this impact on the safety of others at the property (e.g. no children or animals may be present but convictions for child or animal cruelty indicate a low threshold in terms of preparedness to harm the vulnerable)? The translation of the offence history into the individual needs and safeguards is a very important, sometimes complicated, task.
5. What will the overall composition/balance of residents contribute to rehabilitative intentions?
6. The Provider should be conscious that incidents may occur, due to the nature of the individuals, such that the placements may eventually be questioned in the criminal courts or, at worst, the coroner’s court. The Provider should always be mindful of the need for the placement to be reasonable and justifiable.
7. What has changed in the individual’s circumstances since the commission of the offence that might aggravate or mitigate any concerns?

It is underlined that this is not an exhaustive list of considerations and that the Provider is expected to utilise its experience, in combination with the available material information, to make a determination on the most appropriate placement.