



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

## **Schedule 2.1**

### **Services Description**

**Gatwick Estate**  
**(Brook House IRC, Tinsley House IRC with Pre-**  
**Departure Accommodation)**  
**Immigration Removal Centres and PDA**  
**Contract**

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# 1 OPERATIONAL REQUIREMENT OVERVIEW

## 1.1 Introduction

- 1.1.1 Schedule 2.1 (Services Description) shall be subject to the provisions of Part VIII and Schedules 11, 12 and 13 of the Immigration and Asylum Act 1999, the Nationality Immigration and Asylum Act 2002, Immigration Act 2014, the Detention Centre Rules 2001 (SI 2001/238), Detention Services Operating Standards manual for immigration removal centres and Detention Services Orders (DSO). Nothing within this Schedule 2.1 (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.
- 1.1.2 The Supplier shall operate the Gatwick Estate Immigration Removal Centres and Pre-Departure Accommodation Estate in accordance with the requirements set out in this Schedule 2.1 (Services Description) and the following:
- a) The Immigration Act 1971;
  - b) The Immigration and Asylum Act 1999;
  - c) the Nationality, Immigration and Asylum Act 2002,
  - d) Immigration Act 2014;
  - e) Immigration Act 2016;
  - f) Detention Services Immigration Removal Centre Operating Standards Manual and Pre-Departure Accommodation Operating Standards which can be accessed via the following links:
    - (i) [operating standards manual](#)
    - (ii) <https://www.gov.uk/government/publications/pre-departure-operating-standards>
    - (iii) [Detention Centre Rules 2001](#) (SI 2001/238) (DC)
    - (iv) [Detention Services Orders \(DSOs\)](#) [Immigration detention - GOV.UK](#) which can be accessed via the following link: <https://www.gov.uk/government/collections/detention-service-orders>

## 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 Centres (IRCs) and Pre-Departure Accommodation (PDA).
- 1.2.2 Implementing Section 55 of the Borders, Citizenship and Immigration Act 2009 ([Borders & Immigration Act 2009 - Section 55](#)) duty across the IRCs and PDA (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 – when in contact with those children, whether or not the children are detained, e.g. visiting children.
- 1.2.3 **Statutory guidance under Section 55** requires Home Office staff participation in Local Safeguarding Children Boards where appropriate and invited to do so. In the case of IRCs and PDA holding families with children, this means the Centre Manager(s) and the Authority or nominated deputies.

### **1.3 Operational Requirement**

#### **1.3.1 The Supplier shall:**

- a) Operate an Implementation Plan for the full operation and management of the IRCs and PDA. Work with external stakeholders to discuss issues relating to the operation at the IRCs and PDA. Operate a set of House Rules, which must be clearly worded and capable of being understood by a Detainee (either adult or Child). 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.
- b) Provide signs in the IRCs and PDA which can be clearly understood by a Detainee including those for whom English is not a first language.
- c) The Supplier shall 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) Operate an Association Time during which time Detainees will have opportunity to access the services within the IRCs and associate with each other and a Night State period during which time Detainees will be limited to their rooms or their residential units. 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 corridor as at Tinsley House IRC, this period should not exceed nine (9) hours. There will be no period of Night State in the Pre-Departure Accommodation (PDA). The Supplier shall ensure that accommodation can be changed to facilitate any change of use of available Detainee spaces (e.g. accommodating males instead of or as well as females etc.) as may be required by the Authority.
- e) Produce Service Operating Procedures (SOPs) for each of the Operational Services, detailing how each of the operational requirements set out in Schedule 2.1 (Services Description) will be delivered.
- f) 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/PDA).
  - (ii) Non-urgent (as specified by the Authority) within 48 hours (where held in the IRC/PDA).
  - (iii) Where the records are stored in an archive, within seven (7) calendar days.

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

- 1.4.1 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'.

## 2. SECURITY AND INTELLIGENCE

### 2.1 General Security Arrangements

- 2.1.1 The Supplier shall ensure that security in the IRCs and PDA is maintained with no more restriction than is required for safe custody and well-ordered community life.
- 2.1.2 The Supplier shall:
- a) appoint a designated Security Manager and a relief Security Manager, both of sufficient seniority and experience, to manage all aspects of security within the IRCs and PDA;
  - b) maintain good order at the IRCs and PDA at all times;
  - c) 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
  - d) Implement a Local Security Strategy (LSS), agreed by the Centres Director and made accessible to the Authority on request. The LSS must:
    - i. set out specific details of how security operates within the IRC; and
    - 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 Centres Director.

### 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 either of the IRCs or PDA, items considered to be a threat to security or good order and discipline.
- 2.2.3 The Supplier must hold and display within the IRCs and PDA a list of banned 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) Searching a female Detainee;
  - c) Searching a Dependant Child;
  - d) Conducting a full search of a male Detainee;
  - e) Conducting a full search of a female Detainee;
  - f) Searching rooms and all other areas of the IRCs and PDA;
  - g) Searching a visitor;
  - h) Searching an Official Visitor;
  - i) Searching Supplier's staff and their sub-contractors' staff;
  - j) Searching Authority staff;
  - k) Searching staff of other Suppliers contracted to deliver services in the IRCs and/or PDA), for example Healthcare;
  - l) Searching Independent Monitoring Board (IMB) staff;

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- m) Searching vehicles; and.
  - n) 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 IRCs or PDA, 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 will carry out random weekly Staff searches, searching a minimum of 20% of their Staff on a weekly basis.
- 2.2.8 The Supplier will have arrangements in place to provide search dogs to carry out a minimum of two canine searches per year.
- 2.2.9 The Supplier shall use a portable Itemiser trace detection machine (or an equivalent), daily, to reduce the supply of illicit substances in the IRC.

### **2.3 Physical Security Arrangements**

- 2.3.1 The Supplier shall ensure that the physical condition of Detainees accommodation and the perimeter, is sufficiently well maintained to prevent escapes, other breaches of security and maintain control.
- 2.3.2 The Supplier shall:
- a) 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.
  - b) 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 incorporating the use of the Key Tracker System in place at Brook House and Tinsley House IRCs.
  - c) The Supplier shall:
    - i. keep an up to date inventory of keys;
    - ii. ensure the responsible designated Manager undertakes a complete key reconciliation upon taking on responsibility.
    - iii. 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 8.4 (Reports and Records Provisions) Annex A: Baseline Reports.
    - iv. ensure arrangements are in place for secure storage and issue of keys, using the Key Tracker System, and keeping a record of those who have permission to access them and who will have the authority to issue keys from stock; only persons with relevant authority are permitted to issue keys.
    - v. ensure Staff are aware of the required behaviour to maintain key and lock security around the IRCs and PDA. 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.
    - vi. 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.
    - vii. keep a copy of and maintain the up to date locking schedule and floor

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plans. These should be held at the IRCs and a copy should be supplied to the Authority on request.

- 2.3.3 The Supplier shall implement a system for distinguishing a Detainee from any other person in the IRCs and PDA i.e. using identity cards.
- 2.3.4 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.
- 2.3.5 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'.

### 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 IRCs and the PDA including a disruptive Detainee, designated as such by either the Supplier or the Authority.
  - b) Ensure the presence of a Detainee in the IRCs or PDA a minimum of twice a day through checks and/or roll count. Where Detainees are locked in their room for the purpose of a roll count, this period of time should be kept to a minimum. Detainees should not be locked in their apartments for this purpose in the PDA.
  - c) Install, enable and use biometric gates to assist with the management of Detainee movement throughout the centre at Brook House.

### 2.5 Security – Intelligence

- 2.5.1 The Supplier shall implement procedures for gathering intelligence in the IRCs and PDA. This shall include but not be limited to:
  - a) Producing a monthly strategic assessment that should be sent to the Authority's Intelligence Team.
  - b) Monitoring of Detainees of Interest to the Authority or the Supplier.
  - c) Monitoring of Detainee behaviour following immigration decision/action and/or change in circumstance.
  - d) Taking into account Detainee welfare issues that impact on safety and security.
  - e) Providing the 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.
  - f) Submitting, collating, managing and storing Security Information Report in accordance with the DSO 'Security Information Reports'.
  - g) 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.
  - h) The use of the Mercury Intelligence System by authorised and suitably trained

personnel.

## **2.6 Risk Assessment**

- 2.6.1 The Supplier shall implement a Risk Assessment System for use in the IRCs and PDA.
- 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 will inform the Authority immediately and will 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 provide 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 Staff who are required to draw a body worn camera receive training in its operation. The local policy shall include:
  - a) a provision for cameras to be available to all Staff operating within the centres;
  - b) the requirement for all Supplier Staff with Detainee contact and operating within the centres 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 IRCs and PDA is operationally capable of safely, securely and humanely admitting all Detainees allocated to that IRC and PDA by Detainee Escorting and Population Management Unit (DEPMU) and will provide a system which assesses a Detainees needs on reception; gathers and records information, gives information and maintains privacy and dignity as set out in Sections 3.1.2 to 3.1.5.
- 3.1.2 The Supplier shall:



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- a) ensure that Detainees will be Admitted to the IRC and PDA 24 hours a day every day of the year, as directed by the Authority. This shall be in accordance with the DSO 'Reception and induction checklist' and supplementary guidance;
- b) set up and agree arrangements with the Escorting Supplier to ensure that advance notification is provided to the IRC/PDA 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 IRCs 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 Supplier 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. There shall be no delay where children are present in the Escorting Vehicle or where Admission is to the PDA;
- e) on request of the Escorting Supplier, 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 escort vehicle; and
- f) check the Detention Order (Form IS 91) of each Detainee who is Admitted to the IRC or PDA, 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.

3.1.3 The Supplier shall implement an Admission process suitable for the population of the centres (Brook House – males; Tinsley House and the PDA – males, females and children) 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 ear shot of other 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 'Managing property of detainees in the UK' and DSO 'Managing detainee money over £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 or the PDA;
- 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;

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- h) Ensuring that a Detainee is finger printed, in accordance with the DSO 'Fingerprinting Detainees', using ink capture or Immigration and Asylum Biometric System (IABS) Programme and any other measurements are taken, unless the Authority directs otherwise in addition, 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 IABs accounts must be maintained;
  - i) Ascertaining and recording details of the Detainees:
    - i. emergency contact;
    - ii. the religious denomination, where the Detainee is willing to declare this;
    - iii. mobile number and email address;
    - iv. preferred language and the requirement for an interpreter;
  - j) Providing Detainees with a mobile number (sim card) and email address where they do not have one;
  - 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 arrival to the IRC or PDA;
  - 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;
  - p) Putting in place arrangements for a mentoring/carers scheme for Detainees who require additional support with daily tasks; and
  - q) Where admitting Detainees into the PDA, the admission process will be completed in advance of Detainees arriving as far as practically possible, using the information provided by the Authority when providing advance notification of Detainees arrival.
- 3.1.4 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 be able to reach emergency call bells. The care plan should document any adjustments that need to be made to meet this requirement. The Supplier will 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.
- 3.1.5 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

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subsequently produce evidence showing that they are a Child as referred to in Section 14.5 (Age Dispute).

- 3.1.6 The Supplier should implement a Detainee Buddy system in the IRC and reassure all new arrivals in reception wherever possible and assist with the induction process as set out in Section 8.7 (Voluntary Participation in Paid Activity).
- 3.1.7 The Supplier shall allocate Detainees to residential accommodation where First Night risks can be managed, ensuring regular welfare checks are completed on the Detainee within the initial 24 hours period after arriving at the centre. 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 clause 8.1.1 and 8.1.2 of this schedule;
  - c) provide a Detainee with basic hygiene and toiletry supplies;
  - d) provide information about the IRC and or the PDA including a copy of the House Rules and the Compact to a Detainee in a language that they can understand; and
  - e) make arrangements for an 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.
- 3.1.8 The Supplier shall ensure that Detainees' welfare needs are systematically assessed within 48 hours of arrival at the IRC or the PDA.

### 3.2 Discharge

- 3.2.1 The Supplier shall:
- a) Ensure that the IRC and PDA is operationally capable of safely, securely, and humanely dealing with the discharge of all Detainees and will provide a system which assesses and records their needs on discharge;
  - b) Manage the discharge of Detainees from the IRC and PDA, 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 or PDA without the written instructions of the Authority or Court but will notify the Authority as soon as reasonably practicable;
  - c) Ensure that the Detainee is ready for discharge at the correct time. Either at the time agreed/stipulated by the Escorting Supplier 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 or PDA;
  - d) 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 Section 8.1.1;
  - e) Return to the Detainee or give to the relevant Escorting Supplier staff where a Detainee is leaving the IRC or PDA under escort, all property, cash, valuables and any prescribed medicines and medical records belonging to the Detainee on their discharge;
  - f) Ensure that a Detainee is not transferred to the control of Escorting Supplier staff whilst having in their possession any property which might present a security, safety or control risk during escort;

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- g) Co-operate fully with the Escorting Supplier 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 and within one (1) hour from the Pre-Departure Accommodation (unless otherwise agreed by the Authority);
  - h) Ensure that any special needs or other significant information that apply to a Detainee being discharged are notified to the Escorting Supplier 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;
  - i) Ensure that a Detainee being discharged into the community and not being collected by relatives or friends, is taken to the local bus station/railway station and provided with a travel warrant to the discharge address, as approved by a Court or the Authority. The Supplier will 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 will be explained to the Detainee in their preferred language prior to release. Where a Detainee is discharged from Pre-Departure Accommodation the Supplier will transport Detainees to their discharge address;
  - j) Arrange for the Detainee Transferable Document to be given to the Escorting Supplier 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;
  - k) 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;
  - l) Ensure that all requests to transfer a Detainee from the Removal Centre to an alternative facility are referred to the Authority;
  - m) 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
  - n) 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-complaint the Supplier shall use reasonable force, as is necessary and proportionate, to affect relocation of the Detainee into the vehicle cell. Custody will be transferred to the Escorting Supplier on completion of the relocation into the cell and the closure and locking of the 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 Foreign National Offender Detainees being discharged into the community, as directed by the Authority.
- 3.2.3 The Supplier shall have additional arrangements to 3.2.1 in place to manage the discharge of Detainees from the Pre-Departure Accommodation to include:
- a) Keeping a Detainee informed regarding the approximate time they need to be

ready, where they are going (if applicable) and how they will be transported in the case of release;

- b) Facilitating contact between Detainee, family and friends; and
- c) Advising the Detainee of the proposed departure time at least one (1) hour in advance.

3.2.4 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 to manage the volume discharge;
- b) Appropriate plans in place 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.

## **4. ESCORTING**

### **4.1 Escorting Requirements**

4.1.1 The Supplier shall ensure that in fulfilling any Escort Functions:

- 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; and
- 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 risk assessment documented in the Person Escorting Record.

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 Restraints 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 and Pre-Departure Accommodation Escorting**

4.2.1 The Supplier shall escort and supervise Detainees authorised by the Authority to leave and return from the Removal Centre and Pre-Departure Accommodation 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 permit Companions, as referred to in the DSO 'Arrangements for Families to Undertake Activities Away from Pre-Departure Accommodation', who have been suitably vetted by the Authority, to take a Detainee off site from the Pre-Departure Accommodation without penalty if a Detainee absconds.

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 for escorting as described above. Where this cannot be met, appointments should only be deferred on an exceptional basis. Where the Supplier cannot provide resources to manage the risk identified, the Authority

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should be notified immediately, and the escort cancelled at the agreement of the Authority.

- 4.2.4 The Supplier will ensure that Detainees will 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'.
- 4.2.5 The Supplier will be required to carry out a bed watch where a Detainee requires emergency medical treatment outside of the Removal Centre and Pre-Departure Accommodation. The Detainee will be escorted and supervised for so long as the Detainee is outside the Removal Centre or Pre-Departure Accommodation 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 adequate refreshments for a Detainee if the length of time of the escort means that a meal will 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 PDA, 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 briefing;
  - f) providing all necessary training to healthcare staff to include, but not limited to, key training, security awareness, ACDT/ACRT training, Adults at Risk,

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diversity, personal safety training, appropriate engagement with detainee and security and safety training relating to the centres; and

- g) the provision of transportation and escort to medical appointments, dentistry and optical services as requested by the on-site Healthcare Provider.
- 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.
- 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).

## 6. CHILD SAFEGUARDING

### 6.1 Statement of Arrangements

- 6.1.1 The Supplier shall ensure that each Dependant 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'.

### 6.2 Residential Children

- 6.2.1 The Supplier shall ensure that every Dependant Child admitted is inducted by Staff who are suitably trained in safeguarding and Child protection, ensuring:
- a) the arrival area is kept clean, decorated in a child friendly manner and that the procedures, including arrangements for keeping children safe, are understood by the Dependant Child;
  - b) all Staff who have contact are dressed in a less officious manner and interact with children in an appropriate way, taking account of their developmental stage and age, enabling them to feel at ease and comfortable in their new environment;
  - c) children and their families are not kept waiting unnecessarily; and
  - d) a full handover is carried out with escorting staff, ensuring timely and effective communication of any information concerning a Dependant Child's welfare.
- 6.2.2 The Supplier shall conduct a welfare and risk assessment of how each Dependant Child is settling in at 24, 48 & 72 hours after their arrival. This must be conducted by someone who is able to demonstrate their suitability to work with children in difficult circumstances. Where a Dependant Child's stay exceeds 72 hours, the welfare and risk assessment shall be carried out every 24 hours for the duration of their stay. The outcome of this assessment must be accurately recorded to provide details of the Dependant Child's emotional wellbeing, physical welfare, safety risks and any other issues identified when referred to the appropriate specialist agency (e.g. healthcare).
- 6.2.3 The Supplier shall have a process in place which ensures that its Duty Manager is routinely informed of any emerging or actual welfare, safeguarding or child protection concerns.
- 6.2.4 The Supplier shall ensure there is a designated safeguarding lead with expertise in child safeguarding and protection who is able to offer advice and support to operational staff.

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- 6.2.5 Should a Dependant Child protection issue arise, the Supplier must inform the Authority verbally without delay. This must be followed by a written report within 24 hours.
- 6.2.6 Where a Dependant Child is at immediate risk of physical or emotional harm, the Supplier must take action straight away to protect them.
- 6.2.7 The Supplier shall ensure that every Dependant Child has the opportunity to wash/shower, dress in clean clothes, and to have something nourishing to eat and drink within two (2) hours of arrival.
- 6.2.8 The Supplier shall ensure that a Dependant Child is, with parental consent, able to telephone a friend or other relative if they wish. This facility should also be offered and supported with younger children.
- 6.2.9 The Supplier shall ensure that each Dependant Child has the opportunity to engage in purposeful and enjoyable age and development related activities which will entertain them and assist their development. These activities should be for at least the same length of time that the children would be in school or nursery. Activities should be designed, as much as possible, to reduce children's stress and prepare them for departure.
- 6.2.10 The Supplier shall provide a range of physical and leisure activities suitable for any Dependant Child of nursery age and above.
- 6.2.11 The Supplier shall ensure Dependant Child(ren) and their families are briefed about the arrangements for their release or onward transfer from the IRC and PDA. This briefing must be delivered in a way which helps manage the Dependant Child's expectations and help them prepare for release/onward transfer.
- 6.2.12 To support continual improvement, the Supplier shall regularly seek feedback from children resident at PDA about the quality of the welfare services provided there.
- 6.2.13 The Supplier shall have an established, engaging process in place for children to share their experiences / challenges of staying at the Pre-Departure Accommodation.
- 6.2.14 The Supplier shall have in place arrangements to ensure that every Dependant Child who is separated from their parent(s)/legal guardian(s) is appropriately looked after.
- 6.2.15 The Supplier shall inform the Authority immediately when a Dependant Child is separated from their parent(s)/legal guardian(s) and make a referral to Children's Services if necessary.

### **6.3 Visiting Children (either visiting a family member in the PDA or an Adult in the IRC)**

- 6.3.1 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.
- 6.3.2 The Supplier shall also ensure that those who visit do not pose a risk to a Dependant Child visited. Appropriate safeguarding checks must be carried out, including with the local authority where the Dependant Child lives and/or with their school, to ascertain if the Dependant Child is known to them in a safeguarding capacity.
- 6.3.3 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.
- 6.3.4 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.

- 6.3.5 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.
- 6.3.6 The Supplier shall have in place simple information sheets, available for Visiting Child(ren) which will help them be prepared and understand how the visit will be facilitated.
- 6.3.7 The Supplier shall report immediately to the Authority, any instance of a Visiting Child being used to pass contraband.

#### **6.4 Local Safeguarding Children's Board**

- 6.4.1 The Supplier shall ensure that, in discussion with Children's Services Department of the relevant local authority, they are appropriately engaged in West Sussex's Local Safeguarding Children's Board and sub-groups.

#### **6.5 Child Protection**

- 6.5.1 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.
- 6.5.2 The Supplier shall ensure good partnership working with West Sussex Children's Service's Department which is set out in a Service Level Agreement (Annex C).
- 6.5.3 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.
- 6.5.4 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.

#### **6.6 Children's Services Staff/Training**

- 6.6.1 The Supplier shall appoint a Children's Service's Manager to be responsible for managing all the arrangements for safeguarding the welfare of Children in the IRCs and in the PDA. The Children's Service's Manager must be trained to a minimum of Safeguarding Level 3.
- 6.6.2 The Supplier shall ensure that all Staff are effectively trained and refreshed at regular intervals in safeguarding and protection related procedures for Children.
- 6.6.3 The Supplier shall train all Staff who have contact with Dependant Children, to enable them to relate appropriately to Children, taking account of their diversity and developmental needs. This training must include a good working understanding of the identification and response to Child Protection and promoting strong Child Safeguarding whilst in the residential accommodation.
- 6.6.4 The Supplier shall maintain accurate, up to date records of the Child safeguarding and protection related training all Staff undertake.

## **6.7 Assurance Arrangements**

- 6.7.1 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.

# **7. CATERING**

## **7.1 FOOD AND DRINK**

- 7.1.1 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;
- 7.1.2 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 5 options to meet differing dietary requirements (i.e. vegetarian, religious needs 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 non-spicy 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 will 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 will include beverages and condiments and will be discussed with the Detainee population at a consultative group. Menus will 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) Provide meals within the PDA that meet the requirements set out in 7.1.2 a, b, c and h, without limitation on volume, timing or frequency of food availability and distribution;
  - j) Provide Detainees with fresh produce where a Detainee wants to cook for themselves within the PDA from a list approved by the Authority;
  - k) Cater for religious festivals as identified by the Religious Affairs Manager, ensuring arrangement 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

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line with the manner with which it would be observed in community and the religious requirements;

- l) 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
- m) 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.

### 7.2 Catering Arrangements

#### 7.2.1 The Supplier shall:

- a) Provide all necessary eating utensils (cutlery, plates, cups etc), equivalent to recommended prison standard, free of charge to Detainees. Where Detainees are issued with a 'mess kit' comprising of any eating utensils then the Supplier shall provide adequate cleaning facilities for Detainees to clean their utensils;
- b) Provide the appropriate equipment to cook and prepare meals within the PDA;
- c) Ensure that all supply, transport and storage arrangements comply with relevant food safety legislation;
- d) Provide a system of consultation with Detainees and relevant stakeholders about catering arrangements;
- e) 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;
- f) 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;
- g) 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

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- viii. Service (cold);
- h) 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.
- 7.2.2 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.
- 7.2.3 The Supplier shall ensure all premises are clean and maintained in good order and take all the actions necessary to prevent pest infestation.
- 7.2.4 A food business operator (Controller) must ensure, as a minimum, compliance with all current food safety legislation and NOMS 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>
- 7.2.5 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: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/418072/gbs-food-catering-march2015.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/418072/gbs-food-catering-march2015.pdf)*).

## 8. WELL-BEING AND RESETTLEMENT

### 8.1 Clothing

- 8.1.1 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

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the time of discharge or insufficient clothing whilst in the IRC or the PDA, the Supplier will 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.

### 8.1.2 The Supplier will:

- a) Provide Detainees with a reasonable choice of 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) t-shirts;
  - (iv) shorts;
  - (v) socks (pair); and
  - (vi) underwear;
- b) Provide Detainees with appropriate clothing, for specific activities at the IRC or PDA 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.

## 8.2 Hygiene

8.2.1 The Supplier will ensure that Detainees are provided with living conditions that are hygienic as per the Detention Services Operating Standards Manual.

8.2.2 The Supplier will ensure that arrangements are in place for achieving and ensuring that Detainees have access to the following items:

- a) A hot water shower and hot water each day;
- b) Hair cutting and nail cutting facilities;
- c) Basic hygiene and toiletry supplies including shaving and beard trimming equipment and feminine hygiene products, 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.

8.2.3 The Supplier will ensure that any equipment/facilities included in Section 8.2 (Hygiene) are compliant with all relevant legislation relating to basic standards of hygiene.

## 8.3 Activities

8.3.1 The Supplier will encourage and provide all Detainees with an opportunity to participate in meaningful activities and education, some of which must be related to

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a Detainee's return, which reflect the age, gender, cultural, educational and ethnic needs of a diverse population and length of their stay.

- 8.3.2 The Supplier will ensure that arrangements are in place for the hours of access, the volume and type of activities to be delivered on a daily basis under proper supervision that ensures safety and good order within the Removal Centre.
- 8.3.3 The Supplier will provide a programme of recreational and educational activities for Detainees seven (7) days a week. The programme will include activities available morning, afternoon and evening each day. The programme will be published and advertised to Detainees. The activities available will be discussed at the Detainee Consultative Meetings. A copy of the programme will be provided to the Authority.
- 8.3.4 Where a Detainee's movement is limited to their 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 during a period of Night State then the Supplier shall have in place suitable activities for Detainees to carry out in their rooms.
- 8.3.5 The Supplier within the Removal Centre will:
- a) Ensure that each Detainee has their own Individual Learning Plan 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 Detainees period of detention. This shall be a mixture of vocational and academic education;
  - e) Provide a range of courses where accreditation can be achieved;
  - f) Provide a reasonable amount of sessions in English for Speakers of Other Languages, Art and IT, and 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.
- 8.3.6 The Supplier will:
- a) Promote physical exercise to Detainees by addressing barriers such as age, 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.
- 8.3.7 The Supplier will ensure that staff delivering and supervising general activities are suitably qualified.
- 8.3.8 The Supplier will provide access to the exercise yards, at each IRC for a minimum of 10 hours per day. Access should be unrestricted for those residing in the PDA and the family apartment in Tinsley House IRC.
- 8.3.9 The Supplier will operate a cultural kitchen within the IRCs that is open seven (7)

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days a week, both morning and afternoon, where Detainees will be able to cook and invite other Detainees to eat with them. Detainees will be able to take food cooked in the cultural kitchen to their residential accommodation. The Supplier will carry out a range of lessons in the cultural kitchen.

- 8.3.10 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.
- 8.3.11 The Supplier will 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 will make a referral to Healthcare for advice before a Detainee undertakes physical activities.

### 8.4 Resource Centres

- 8.4.1 The Supplier will provide Detainees with access to reading material which reflects the age, cultural, ethnicity, gender and linguistic needs of a diverse Detainee population.
- 8.4.2 The Supplier will ensure that:
  - a) Resource Centres have appropriate supervision and are available every day of the year to Detainees, for at least seven (7) hours each day, of which a minimum of two (2) hours must be in the evening. There will be unrestricted access to the Resource Centre in the Pre-Departure Accommodation;
  - b) E-books are available for Detainees which are of suitable variety and volume to meets the needs of the Detainee population;
  - c) Religious materials, of an amount adequate for the Detainee population, are provided to cater for the religious needs of Detainees;
  - d) Newspapers and periodicals that reflect the diversity of the Detainee population are available; and
  - e) Information packs are provided on destination countries prior to discharge, for Detainees being removed.
- 8.4.3 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 72 hours if agreed.
- 8.4.4 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.

### 8.5 Shop

- 8.5.1 The Supplier will 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 in the IRC. There will be no limit placed upon the amount of money that a Detainee may spend. The stock will reflect the diversity and meet the needs of

the Detainee population.

8.5.2 The Supplier will:

- a) Provide a system for Detainees to purchase items, include a system for Detainees accommodated in the PDA to purchase items remotely from the IRC;
- 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.

8.5.3 The Supplier will provide a service to exchange foreign currency into Pounds Sterling, within its cashless system, at no charge to Detainees. Exchange rates should be displayed daily.

8.5.4 The Supplier will 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 will make no allowance for any expenses, including staff costs and utilities which will be paid separately to the Supplier in accordance with Schedule 7.1 (Charges and Invoicing).

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

## **8.6 Cashless System and Weekly Allowance**

8.6.1 The Supplier will operate a completely cashless system within the IRC.

8.6.2 The Supplier will 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 will issue the Detainee with the balance of the account on the cashless system.

8.6.3 The Supplier will manage money in accordance with DSO 'Managing Detainees Money Exceeding the Value of £1000'.

8.6.4 The Supplier will arrange the payment of an allowance (£5 per week) to each Detainee, using their cashless system.

8.6.5 The Supplier will make arrangements to commence payment of the weekly 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.

## **8.7 Voluntary Participation in Paid Activity**

8.7.1 The Supplier will make available roles for voluntary paid activity within the IRCs, in accordance with DC Rule 17, for a minimum of 10 percent of Detainees within the centre. Rates of pay shall be in accordance with the DSO 'Paid Work for Detainees'.

8.7.2 The Supplier shall ensure that all Detainees undertaking paid activities receive training relevant to their activity, with focus on safety and standards.



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- 8.7.3 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.
- 8.7.4 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.

### 8.8 Welfare Provision

- 8.8.1 The Supplier will provide a welfare team offering a seven day a week service to the Removal Centre, in accordance with the DSO 'Welfare provision in immigration removal centres (IRCS)'.
- 8.8.2 The welfare team will 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 removal and together with the Detainee, develop an individual plan to resolve them; and meet with the Detainee monthly thereafter to review progress.
- 8.8.3 The Supplier shall ensure a Detainee has all their personal matters attended to 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.
- 8.8.4 When requested by the Authority, the Supplier will complete bio-data and Emergency Travel Document forms with the Detainees in the IRC, within 24 hours of receiving this request.
- 8.8.5 The Supplier will, 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.
- 8.8.6 The Supplier will 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 will produce minutes of these meetings which are published and displayed in detainee areas.

### 8.9 Voluntary Departures

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

## **8.10 Resettlement**

- 8.10.1 The Supplier will help prepare Detainees within the IRC for their returns and for their arrival and re-integration into their country of return by:
- a) Researching re-integration in the return country, identifying and providing details to Detainees of support groups in country, and making contact with those groups on behalf of Detainees if requested to do so;
  - b) Helping Detainees research home country information specific to their return;
  - c) Encouraging and facilitating Detainees to contact friends and family in the return country via email or telephone; and
  - d) Helping Detainees to accept the impact of their return and the implications for them.

## **9. WELFARE SERVICES IN THE PRE-DEPARTURE ACCOMMODATION**

### **9.1 Arrangements for the Pre-Departure Accommodation**

9.1.1 The Supplier shall:

- a) provide an on-site twenty-four (24) hour welfare service, with Staff based at the PDA for the full duration that the family is resident. This requirement will commence from the time of the scheduled arrest, or an alternative time as notified by the Authority, until such time as a return is effected by the Authority or a family is released. The Authority will provide a minimum of five (5) working days' notice of a family's intended admission to the PDA. On an exceptional basis a short period of notice may be given;
- b) Provide Staff that are appropriately trained to deliver the welfare service requirement in the PDA to include access to a social worker when a family is present in the PDA;
- c) Have Staff present in the PDA when there are no Detainees to assist with preplanning and improving safeguarding procedures and awareness in the PDA. A minimum of twenty-four (24) hour notice will be provided of this requirement;
- d) Contribute to multidisciplinary meetings during and after a family's stay to ensure safeguarding and protection obligations are met to include but not be limited to:
  - i. Departure Planning Meetings – to be held on the day of the family's departure or on the day before if an early flight time is arranged,
  - ii. Daily Multiagency Meeting – held when a family is present in the PDA, and
  - iii. Ad hoc Multiagency Meeting – to be held when required by the Authority at any stage following the notification of a family's intended admission into the PDA;
- e) Consider the welfare and social needs of Detainees ahead of their arrival,
  - i. considering plans and arrangements detailed in the Family Welfare Form (FWF), ensuring they contain the necessary information to identify the welfare, safeguarding and protection needs of the family in order for measures to be put in place to safeguard a family during their stay. On receipt of the FWF, the Supplier shall raise any questions or points of concern with the Authority within 24 hours of receipt of the FWF,
  - ii. attending Detainees or family arrival planning meetings, held weekly, to

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ensure safeguarding and protection needs are considered in the plans for a family's care during their stay at the PDA, and

- iii. Providing advice on safeguarding and welfare issues relevant to a family's stay when requesting to do so by the Authority within two (2) hours of a request being made;
- f) Provide a written Resident Support Plan (RSP) for all family members within twenty four (24) hours of their arrival. The RSP should include how safeguarding or welfare concerns will be managed, particularly relating to the children and their awareness of and understanding of what is happening. It should also include strategies and techniques to focus the adult family members minds on preparation for return and putting those preparations in place. The RSP shall be updated as required during the family's stay with updated versions of the RSP shared with the Authority immediately; and
- g) Provide a Family Residence Report for each family to the Authority within 48 hours of a family's departure from the PDA.

### 9.2 Residential Families

- 9.2.1 The Supplier shall engage with the Residents for the duration of their stay, seeking to build rapport with Residents by providing support and guidance to build trust, ensuring continuity of Staff appointed to carry out this function, and communication between its Staff and any Resident is conducted in a language that is understood by the Resident, using telephone interpreting services where required.
- 9.2.2 The Supplier shall provide an Admission process as set out in Section 3.1 (Admissions and Discharge), tailoring the service to meet the needs of any Dependant Child as well as Detainee. In addition to these requirements, the Supplier shall:
  - a) Carry out the administration for Admission ahead of the Detainee Family's arrival to minimise the processing time on arrival;
  - b) Explain the welfare service available in assisting the Detainee Family in their preparation for their return and agreeing the services that the Detainee Family require. This should be reviewed during the course of the Detainee Family's stay;
  - c) Undertake a risk assessment of each Detainee on arrival, ensuring the accommodation is safe and meets their needs;
  - d) Encourage Dependant Child(ren) to make contact with their friends or other relatives; and
  - e) Support the writing or sending of letters, emails and faxes.
- 9.2.3 The Supplier shall provide age related activities for Dependant Children of families, actively encouraging participation either in the communal area or in their allocated apartment, to be undertaken with parent(s) present or with their consent if parents are not participating. The Supplier will ensure that activities are correctly supervised, maintaining the safety of those involved.
- 9.2.4 The Supplier shall provide ad-hoc (usually short-term) child care. This will be in circumstance where the Child's parent(s) have requested assistance, where parent(s) are unable to care for the Dependant Child(ren) either at the PDA or at a hospital, or at the request of the Authority. This may include the need to care for Dependant Child(ren), safeguarding them from their parent(s) disruptive behaviour.
- 9.2.5 The Supplier shall conduct a daily assessment for how each Dependant Child is

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coping. The outcomes of this assessment shall be accurately recorded and a copy of this record shall be shared with the Authority before 9am on the day following the assessment.

- 9.2.6 The Supplier shall carry out daily welfare checks in the morning and in the evening to ensure Detainees are safe and well.
- 9.2.7 The Supplier shall notify the Healthcare Provider of any new medical need that arises or is communicated to the Supplier by the Detainee. If on arrival or during the course of a Detainee Family's stay, a parent refuses permission for a Dependant Child to be seen by the Healthcare Provider or if a Dependant Child refuses to be seen, the Supplier shall make a written record of this. A copy of this written record shall be sent to the Authority. Where the circumstance require intervention, safeguarding and protection procedures will be invoked.
- 9.2.8 The Supplier shall arrange occasional activities outside the PDA in accordance with the DSO 'Arrangements for Families to Undertake Activities away from Gatwick Pre-Departure Accommodation' where it is appropriate, necessary and where suitable arrangement can be made. All costs of outside activities will be paid for by the Supplier. Any incident that occurs during an offsite visit shall be reported immediately to the Authority. Where an approved Companion is not a member of the Supplier's staff, the Supplier shall make contact with the Companion every hour whilst off site, obtaining a verbal status update, details of their location and a summary of the welfare of each Detainee participating in the activity.
- 9.2.9 The Supplier will help prepare Detainees for the returns process and for their arrival and re-integration into the country of return by
  - a) Engaging with Detainees regarding practical steps for their return, including providing assistance with concluding domestic and business issues in the United Kingdom;
  - b) Supporting the Detainee Family following an official interview, discussing and addressing any fears and concerns they may have whilst actively working with Detainees to gain their acceptance of their return;
  - c) Tailoring country and regional information packs produced for the PDA to include details of schools, universities, nurseries, relevant support groups and non-government organisations;
  - d) Providing details of relevant support groups in their country of return and supporting Detainees in contacting them;
  - e) Establishing and providing details to the Authority of a Detainee Family's essential and immediate financial needs e.g. food, travel etc, to cover up to 72 hours following arrival in their return country for funding from the return support hardship fund to be considered;
  - f) The Supplier shall purchase any essential goods, not already in possession of the family that will assist the Detainee Family with their return e.g. suitcases, pushchairs, clothing etc. Approval must be sought from the Authority for the items to be purchased in advance of any purchase being made;
  - g) Actively working with Detainees to encourage them to make contact with friends and family in their country of return to assist them with their resettlement and immediate needs on arrival; and
  - h) Actively work with Detainees, directly explaining the returns process to Dependant Child(ren) through appropriate social care techniques, seeking consent from parents.

- 9.2.10 The Supplier shall make arrangements to support the release of a Detainee into the community by:
- a) Briefing Detainees on the arrangements for their release and onward transfer from the PDA;
  - b) Contracting the relevant local authority Social Services department to inform them of any safeguarding concerns; and
  - c) Arranging transport for Detainees to their UK release address either in the Supplier's own vehicle, or on public transport, subject to the following:
    - (i) the use of public transport must be on an exceptional basis and not normal practice; and
    - (ii) Detainees may, if they choose, request the use of public transport;
  - d) Arranging temporary accommodation e.g. bed and breakfast or low-cost hotel if the timing of the release and the length of journey means the family would be travelling through the night;
    - a) Where necessary, purchasing essential items to include food and toiletries to cover up to seventy-two (72) hours following a Detainee Family's release; and
    - b) Seeking approval in writing for the planned arrangements, including the cost of any plans from the Authority, paying all costs incurred during the release process. Such costs to be reimbursed to the Supplier.

## **10. RELIGION AND RACE RELATIONS**

### **10.1 Arrangements for Religious Observance**

- 10.1.1 The Supplier shall ensure that the practice of religion in the IRCs and PDA will take account of the diverse cultural and religious background 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.
- 10.1.2 As a minimum the Supplier shall ensure that:
- a) A manager with responsibility for religious affairs is appointed, 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 will be no compulsory religious observance at the IRC and PDA;
  - 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 will be planned for and plans will 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 Detainee population at the IRCs and PDA. The Supplier shall

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explain the detail of arrangements to Detainees. This will include the arrangements identified in the equalities assessment for Night State;

- i) A religious affairs team is established which will meet at least quarterly. Minutes will 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.

### **10.2 Race Relations**

#### **10.2.1 The Supplier shall:**

- a) Implement a Race Relations Policy in respect of Detainees, which has been approved by the Authority and will 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 IRCs or PDA;
- 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 IRCs, 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 and PDA.

## **11. CONTACT AND COMMUNICATIONS**

### **11.1 Correspondence**

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

#### **11.1.2 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 have been discharged from the IRC or PDA, 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

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- expense,
- ii. have 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 PDA 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 will be advertised in the IRC and PDA; 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.

### 11.2 Visits

11.2.1 Detainees must be allowed to maintain contact with family, friends and others without restrictions other than when necessary on grounds of security and safety. The Supplier shall provide for full operation of the transport requirement, the Visitor Centre and the Visits Area. Visits must be arranged in accordance with the DSO 'Visits and Visiting Procedures for Detainees'.

11.2.2 The Supplier shall ensure:

- a) Detainees receive visits providing this does not compromise the safe, secure and efficient operation of the IRCs or the PDA. A record of any visits that cannot be facilitated should be maintained along with the reasons for refusal. Visits to Detainees in the IRCs will take place in the IRCs Visits Area. Visits to Detainees in the PDA will take place in the PDA;
- 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. Visits should be facilitated upon request, at any time, in the PDA;
- c) To carry out an annual review of visits to review whether the visit times operated meet the need of Detainees;
- d) To operate a booking system for visitors that is accessible on line and provides visitors with the information that they need regarding security, safeguarding and access, translated into key languages. The booking system will also allow Detainees to book visits on behalf of those wishing to visit them;
- e) Transport is provided between the IRCs and PDA and nearest bus/railway station for the use of visitors to the IRC and PDA each day in line with the hours operated for visits. This is to ensure visitors are not unnecessarily delayed in getting to their visit;
- f) Visitor details, including their home address, are recorded. The time taken between a visitor registering their arrival and the commencement of the visit that shall not exceed 30 minutes;
- g) 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;
- h) A visitor is able to hand in permitted items for a Detainee including baggage

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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;

- i) That a Detainee is available within 30 minutes of a visitor's arrival being recorded unless a Detainee specifically declines to attend a visit;
- j) 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 and visitors should be permitted to sit next to Detainees. Any instance of a Child being used to pass contraband should be referred the Local Authority as a safeguarding concern along with the Police;
- k) A play area, equipped with suitable toys and activity kits for a variety of ages, is provided for children in the visits area;
- l) Arrangements are in place for providing toilet and washing facilities including baby change facilities and for snacks and hot and cold drinks for those visiting; and
- m) The operation of a policy that safeguards and promotes the welfare of children in the visits area in line with Section 6.3 (Visiting Children). The procedures shall be in place to safeguard and promote the welfare of children in the social visits environment. The procedures should reflect the statutory duty (Section 55 of the Borders, Citizenship and Immigration Act 2009) that requires all agency staff and sub-contractors to carry out their functions with regard to the need to safeguard and promote the welfare of children.

11.2.3 The Supplier shall operate social media video visits. These will be carried out in a designated area(s) and will be available during Association Time. The Supplier will operate a policy for video visits which will include safeguarding children and supervision of video calls.

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

11.3.1 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 and PDA;
- b) assist the Authority to arrange immigration case related surgeries at the IRCs on a daily basis, providing Detainee Custody Officers (DCOs) to manage the security of surgeries;
- c) assist the Legal Aid Agency to arrange advice surgeries at the IRCs on at least two (2) days each week;
- d) ensure visits from Authority personnel, Police Officers and HMRC Officers will 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 and PDA;
- 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;



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- 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 contract numbers of support groups are made available to Detainees, including whether numbers are free phone; and
- k) Provide telephone and video/internet conferencing equipment for an Official, Legal or Case Related Visit/Interview and Hearing, where the room is designated for this use.

### **11.4 Telephones**

#### **11.4.1 The Supplier shall ensure:**

- a) individual mobile phones, sufficient for the entire population, with facilities for incoming and outgoing calls are provided in accordance with DSO 'Mobile Phones and Cameras in Immigration Removal Centres';
- b) the use of mobile phones is supported by the provision, of top up cards in the shop, from a variety of providers, which allow a Detainee to make International Direct Dial calls at the most economical rate available; and
- c) Detainees are promptly informed of incoming calls to the switchboard with minimum disruption to the IRC or PDA.

### **11.5 Complaints**

#### **11.5.1 The Supplier shall ensure that the investigation of complaints made by Detainees complies with the procedures set out in the DSO 'Handling of Complaints'.**

#### **11.5.2 The Supplier shall:**

- a) Ensure that, on arrival at the IRC or PDA a Detainee is made aware of the procedures for making a complaint;
- b) Operate procedures which comply with the requirements of DSO 'Handling 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 racial discrimination, disability discrimination or homophobia or transphobia are brought to the attention of the Diversity and Equality Advisor whose role is to investigate such complaints.

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

### **12.1 Use of Force**

#### **12.1.1 The Supplier shall ensure that reasonable force is used only when necessary to prevent escape, to prevent self-harm, to prevent harm to others and to prevent violence. 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 will be applied.**

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- 12.1.2 Only staff who have up to date training in Control & Restraint (for adults) or Minimising and Managing Physical Restraint (for 12- 17 years) may use force on Detainees, if deemed necessary and proportionate. Staff should complete both initial training and refresher training as specified in Section 16 (Personnel and Staffing).
- 12.1.3 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.
- 12.1.4 The Supplier shall:
- a) Put in place arrangements for ensuring that reasonable force is only used 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 or Minimising & Managing Physical Restraint (MMPR) approved by HM Prison & Probation Service. HM Prison & Probation Service training establishments will 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 HM Prison & Probation Service. Staff will 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 will 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 will be used to consider any issues concerning use of force within the IRC or PDA, to include use of force records, surveillance footage, injuries sustained and scrutiny of training records.
- 12.1.5 The Supplier shall ensure that following an incident that arrangements are in place to comply with the requirements set out below in the event of Use of Force:
- a) A Detainee is seen by on site healthcare as soon as practically possible;
  - b) A Detainee is seen by the senior on-site 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 will set out all the material facts relating to it and which will be reviewed by a designated 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; and
- 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.

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

12.2.1 The Supplier shall ensure that it fully complies with all guidelines set out in DSO 'Removal from Association and Temporary Confinement' 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 duty managers to check completeness and quality of records.

12.2.2 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 IRC or PDA 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 will 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 and Temporary Confinement'. 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.

12.2.3 The Authority may order the Supplier, or the Removal Centre Manager or Pre-Departure Accommodation 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 will 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 and Temporary Confinement'. 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.

## 13. HEALTH AND SAFETY ARRANGEMENTS

### 13.1 General

13.1.1 The Supplier shall comply with the Health and Safety at Work Act 1974 and other relevant legislation and provide a work place that is healthy and safe.

13.1.2 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 sub-contractors, Detainees and all Visitors to the IRC and PDA;
- 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 and PDA, 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 and PDA 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; and
- k) The Supplier shall 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.

## 14. PROVISION FOR VULNERABLE DETAINEE

14.1 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

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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 or PDA and that any transfer or release is carefully planned and managed.

- 14.1.1 Safer Detention DCOs will operate 7 days a week, 7 hours per day as minimum ensuring Supplier obligations in relation to the management of vulnerable detainees are met.

### 14.2 Suicide and Self-Harm

- 14.2.1 Staff will 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'. The principles for Assessment Care in Detention and Teamwork apply to the PDA; however, this system is referred to as Assessment Care in Residence and Teamwork.
- 14.2.2 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) and/or Assessment Care in Residence and Teamwork (ACRT) training is provided for all staff at the appropriate level and to a standard delivered within the Prison Service;
  - c) Assessment, Care in Detention and Teamwork (ACDT) and Assessment Care in Residence and Teamwork (ACRT) 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 are held within the IRCs and quarterly in the PDA, covering the subject of suicide and self-harm and ACDT/ACRT 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) Make arrangements to care for the needs of others in the IRC and PDA 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 will ensure that anti-ligature knives are available to other, non-Supplier staff;
  - k) Links with supporting charities e.g. Samaritans are developed that will 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.

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

14.3.1 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 'Managing Adults at Risk in Immigration Detention'.

14.3.2 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 IRCs;
- c) Publish a safeguarding policy, detailing how at-risk adults and children will be protected both in the IRC and PDA;
- 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 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.

### **14.4 Food and Fluid Refusal**

14.4.1 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 Detainees Refusing Food and Fluid'.

14.4.2 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.

### **14.5 Age Dispute**

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

14.5.2 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.

#### **14.6 Adult Safeguarding**

##### **14.6.1 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.

### **15. CONTINGENCY PLANNING ARRANGEMENTS**

#### **15.1 Contingency Planning**

15.1.1 The Supplier will operate the IRC and PDA in a manner conducive to avoiding Incidents.

15.1.2 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 will include a requirement to inform the Authority at the earliest opportunity, will set out the appropriate response to Incidents and will:

- 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 all parts of the IRC and PDA and be inspected frequently by managers;
- c) be updated and amended in light of experience and lessons learned;
- d) be fully detailed, clearly set out and supported by easy-to follow charts and check lists; and
- e) include details of its wider arrangements for avoiding the Incident.

15.1.3 In drawing up its Contingency Plans, the Supplier will consult, and incorporate arrangements for working with, the relevant local authority and emergency services which will include but not be restricted to:

- a) local and neighbouring police forces;
- b) the fire service;
- c) local hospitals and medical services; and
- d) the local social services department (or other child protection agency).

15.1.4 The Contingency Plans will recognise the need for a level of response appropriate to the seriousness of the Incident which may include the request for assistance from HMPPS. The Contingency Plans will take into account when assistance from or handing over of command to a controller will be required.

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- 15.1.5 The Contingency Plans will include full details as to liaison with the Authority during any Incident. They will also include handover arrangements if the Authority or HMPPS is required to take over control of the IRC or PDA.
- 15.1.6 The Supplier will submit to the Authority for its approval copies of its proposed Contingency Plans for handling Incidents no later than the dates specified in Schedule 6.1 (Implementation Plan). The Contingency Plans will specify the staff to whom, and the parts of the IRC or PDA in which the Contingency Plans will be made available in accordance with Paragraph 15.1.2.(b) above. All subsequent updates, amendments and reprints of all or any part of the Contingency Plans will also be sent to the Authority for its approval. The Authority will 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.
- 15.1.7 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 will be invited. The schedule of planned tests will 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.
- 15.1.8 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 or PDA;
  - 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 or PDA)
  - 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;
  - u) Total evacuation of the IRC and/or PDA to a temporary site; and
  - v) Withdrawal of labour/Supplier staff strike.



**15.1.9 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 person staff who will 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 Authority's Headquarters (Croydon), 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 15.1.8 being activated, comply with HMPPS command arrangements during the incident.

**15.1.10 The Contingency Plans will set out the requirements for the detailed recording of all Incidents. These will include:**

- a) a simple listing sheet on which the relevant details of any Incidents which occur at the IRC and PDA will be recorded chronologically and which will be kept in the control room;
- b) written internal reports from staff at the IRC and PDA using forms designated for the purpose;
- c) entries in the ICR and PDA 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.

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

- 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 and PDA to the Incident;
- c) review the effectiveness of the Contingency Plans in the light of the Incident; and
- d) consider the media responses, if any, to the Incident.

## **16. PERSONNEL AND STAFFING**

### **16.1 Personnel Management Procedures**

**16.1.1 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 and PDA taking lawful positive action measures in recruitment to increase representation in the workforce;

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- 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 (BME) as a percentage of total employees, employed to work at each site. The monitoring will 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 details of staff salaries for all posts, including the Detainee Custody Officer (referred to as Family Care Officers in the PDA);
- d) Ensure it has recruitment policies covering key posts aimed at ensuring recruitment and retention;
- e) Ensure that it will comply with the requirements of Detainee Custody Officer Accreditation and suspension in accordance with the Immigration and Asylum Act 1999, Part VIII, 154;
- f) Ensure that Supplier badges stipulate that an officer is a Detainee Custody Officer/Manager, with both photograph and name displayed. These should be displayed at all times when on duty;
- g) Ensure that any staff, including sub-contractors, working at either site have the correct clearances and accreditations required for their role and location;
- h) Ensure that the uniform, to include footwear, to be worn by staff is approved by the Authority and where staff are interacting with children held at the Centre, the uniform is suitably informal; and
- i) Operate a Detainee Custody Officer rotation policy, where the line management of staff is rotated on a six (6) monthly basis. In such circumstance, the Detainee Custody Officer role does not have to change.

### 16.2 Management Arrangements

#### 16.2.1 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 and PDA to include on call and duty managers;
- 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 and experience to enable them to carry out their duties effectively.

### 16.3 Equality, Diversity and Inclusion

#### 16.3.1 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;

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- d) not unlawfully discriminate;
  - e) ensure that it's personnel do not unlawfully discriminate; and
  - f) ensure that their Subcontractors do not unlawfully discriminate in relation to the provision of the Services.
- 16.3.2 The Supplier shall produce an Equality, Diversity and Inclusion Implementation Plan ("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.
- 16.3.3 The Supplier shall appoint an EDI Representative within 8 weeks of the starting date who will be the primary point of contact of EDI related matters and will be responsible for production, implementation, management and updating of the EDI Plan and any further deliverables required by the plan.
- 16.3.4 The Supplier shall develop and implement a Diversity Training Plan which shall state the Contractor's strategies for ensuring that employees and Subcontractors are trained in, and understand, the EDI issues which may arise in the workplace.
- 16.3.5 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).

### **16.4 Maintaining a Healthy Staff Culture**

- 16.4.1 The Supplier shall put in place provisions to ensure that Staff understand the behaviours and culture expected from Staff working in an IRC, that this is effectively monitored, and that Staff adhere to the 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) Develop and implement a culture diagnosis tool, designed to capture key indicators that will determine the health of the staffing culture at each IRC;
  - 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 conduct to the Authority immediately following identification/notification of the conduct issue.
  - h) Publish a staff culture and conduct policy, reviewed annually and approved with the Authority;
  - i) Complete exit interviews with Staff who are leaving, discussing staff culture and conduct, identifying learning points which are shared with staff at staff forums;

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- j) Complete a bi-annual survey with focus on conduct and culture, identifying learning points which are shared with staff at staff forums;
- k) Carry out staff consultation annually with an organisation independent to the Supplier to assess the staffing culture/conduct health of the organisation; and
- l) Create a staff culture/conduct action plan which captures all learning points from staff engagement 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.

### 16.5 Staff Support and Assistance

- 16.5.1 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 will conduct debriefs with individuals following an incident and offer support;
  - b) Appoint speak up champions who will 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) Carry out monthly staff appraisals which include discussion on conduct, culture and potential improvements;
  - d) Implement a staff assistance/support programme, providing staff with the means to confidentially discuss personal issues relating to work or home life; and
  - e) 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.

### 16.6 Staff Training

- 16.6.1 The Supplier shall ensure that all Staff are fully trained to meet the requirements of their jobs, to include functional specialist training, prior to taking up a role.
- 16.6.2 The Supplier shall:
- a) Ensure that Detainee Custody Officers (DCOs) have the opportunity to be assessed as competent against approved occupational standards developed by Skills for Justice or appropriate Sector Skills Council and achieve NVQ's;
  - b) Implement a training programme for DCOs and other specialist staff 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) As a minimum ensure that it includes the following elements in the Initial Training Course:
    - (i) Immigration procedures, including immigration acts, DC Rules, Operating Standards, Detention Service Orders and Home Office documentation,
    - (ii) Interpersonal skills to include focus on empathy and acting inclusively,
    - (iii) Conditioning, bribery and manipulation,
    - (iv) First aid training to approved standards,
    - (v) Race relations,

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- (vi) Equality, Diversity, Religious and Cultural Awareness to include awareness key of issues relating to the social, political, climatic and economic situations of key countries,
  - (vii) Managing the stress and anxiety of Supplier's Staff, and Detainees,
  - (viii) Security procedures and practice,
  - (ix) Search technique training,
  - (x) C&R training and MMPR training (when working with Children),
  - (xi) Escort procedures,
  - (xii) Safer custody/ ACDT training,
  - (xiii) Dealing with complaints,
  - (xiv) Health and Safety at Work Act,
  - (xv) Providing effective customer service,
  - (xvi) Report writing,
  - (xvii) Fingerprinting to a standard approved by the Authority,
  - (xviii) Safeguarding Children,
  - (xix) Safeguarding Adults to include Adults and Risk (AaR) and Vulnerable Adults,
  - (xx) Mental health awareness training,
  - (xxi) Role of the Authority and Independent Monitoring Board,
  - (xxii) Counter terrorism,
  - (xxiii) Drug and alcohol dependency, and
  - (xxiv) Other necessary training as advised by the Authority;
- d) Submit to the Authority for its approval a full training schedule for the Initial Training Course no later than the dates specified in Schedule 6.1 (Implementation Plan) all subsequent updates or amendments will also be sent to the Authority for its approval;
- e) Operate a mentoring scheme for all DCOs completing the Initial Training Course, with a point of contact appointed to meet individually 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;
- f) Ensure that an effective induction programme is undertaken by all Staff at the IRCs and PDA;
- g) Implement a programme of refresher training which includes the following areas of training as a minimum for all staff. Refresher training should take place annually unless specified by the training body that a lower frequency is required or where approved by the Authority:
- (i) Security procedures and practice,
  - (ii) Immigration procedures, including immigration acts, DC Rules, Operating Standards, Detention Service Orders and Home Officer documentation,
  - (iii) Safer Custody/ACDT,
  - (iv) Safeguarding Adults to include Adults and Risk (AaR) and Vulnerable Adults,

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- (v) Safeguarding children,
  - (vi) Adults at Risk,
  - (vii) Mental health awareness,
  - (viii) Racial awareness,
  - (ix) First aid,
  - (x) Search techniques, and
  - (xi) C&R and MMPR (where working with children).
- h) Provide a copy of the refresher training programme and records of training completed, to the Authority, on request, within 48 hours;
- i) For staff undertaking roles in the PDA the following training should be completed in addition to the ITC, as a minimum, with refresher training carried out as appropriate:
- (i) Safeguarding level 1 and level 2,
  - (ii) Childcare level 3 (in sufficient number),
  - (iii) Mental Health Awareness,
  - (iv) Paediatric First Aid,
  - (v) Lone Working,
  - (vi) Solution focussed therapy,
  - (vii) Child development,
  - (viii) Family therapy,
  - (ix) Mediation,
  - (x) Cognitive behavioural therapy,
  - (xi) Communications,
  - (xii) Equality and Diversity and Religious Affairs,
  - (xiii) Managing behaviour of children and families,
  - (xiv) Trafficking,
  - (xv) FGM awareness,
  - (xvi) Domestic violence awareness,
  - (xvii) Security awareness,
  - (xviii) Safer PDA,
  - (xix) Personal protection,
  - (xx) First Aid at work, and
  - (xxi) Health and Safety;
- 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 IRCs and PDA, 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 IRCs or PDA; and to enable the relevant staff to access information about such

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potential, planned or actual security breaches at the IRCs and PDA 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;
- 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) Ensure that sufficient numbers of Supplier Staff are trained in Advanced C&R techniques to fulfil the commitment for one Advanced trained C&R Unit as set out in this schedule. This should include two Advanced C&R Unit Commanders;
- p) Ensure that Senior Managers undertake the Command of Serious Incident Course from HM Prisons and Probation Service prior to the Full Operation Date or if appointed after the Full Operation Date, within three months of their appointment; and
- q) There will be immediate access to a minimum of one qualified Social Worker at any time where there is a family in the PDA. Any Social Worker employed by the Supplier shall be three years post qualified as a minimum. All Social Workers employed by the Supplier shall be members of the Health and Care Professions Council (HCPC). Evidence of this shall be provided to the Authority on their appointment.

### 16.7 Staffing Proposals

- 16.7.1 The Authority shall approve Supplier Personnel in accordance with the requirements of the staff vetting procedure and will ensure that all staff have the appropriate Security Clearance and training to meet the Services agreed with the Authority as per Schedule 2.4 (Security Management: Annex 1: Baseline Security Requirements). The Authority will make clear Security clearance and training required to meet Services agreed as per Schedule per Schedule 2.4 (Security Management: Annex 1: Baseline Security Requirements).
- 16.7.2 Notwithstanding the total staffing levels set out in the Contract, the Supplier shall ensure that staffing in the IRCs and PDA 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.
- 16.7.3 The Supplier shall:
  - a) Comply with the staffing levels set out in their bid;
  - b) Ensure that sufficient numbers of Staff will be retained with appropriate skills and qualifications and/or experience at the IRCs and PDA 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;

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- c) Produce and implement a staff retention strategy, which sets out the measures in place to retain staff;
- d) Ensure that there are sufficient Initial Training Courses to maintain the recruitment pipeline. All Staff completing the Initial Training Course should be mentored for the initial 12 weeks following certification;
- e) Ensure a minimum of one (1) Advanced C&R unit is available at any time to provide cover for both sites;
- f) Ensure that those identified as SMT staff and other key personnel attend both sites routinely;
- g) Ensure that shift patterns for Detainee Custody Officers (DCOs) and Detainee Custody Managers (DCMs) provide maximum opportunities for Detainee/Staff contact;
- h) Incorporate flexible working arrangements to ensure that those from underrepresented groups in the workforce such as women may be encouraged to apply for posts;
- i) 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, with no rolling consecutive 4 week period exceeding 160 hours;
- j) Operate a staffing profile that has a minimum of 22% non-effective time for DCOs and DCMs;
- k) Operate safe and decent staffing levels where the ratio of DCOs to Detainees in residential areas shall meet a level of 1 DCO to 30 Detainees as a minimum;
- l) Impose restrictions on the amount of overtime an individual DCO or DCM can do, so that they can do no more than 15% overtime in any rolling consecutive 4 week period, unless approved by the Authority;
- m) 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
- n) Provide additional Staff required for completion of all task to ensure effective implementation and transition.

### 16.8 Staffing- IRCs

#### 16.8.1 The Supplier shall ensure that:

- a) The operational areas as set out in Annex B (Operational Staffing Model) will always have at least the number of Staff as stated in the staffing tables as per the Supplier's bid. There can be 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 staffing levels. The Authority will use the Staff proposed in the Supplier's bid to determine the staffing levels;
- c) Annex B (Operational Staffing Model) sets out the required number of staff for both Day State and Night State at Brook House, Tinsley House and the PDA. 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;



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- d) DCMs have been assigned to specific areas within Annex B (Operational Staffing Model) however it is expected that they will be assigned to an area wider than their specific allocation so that DCM cover is provided for the total of the operational area;
- e) The Supplier shall ensure 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 complement 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 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 numbers set out in Annex B;

Where the 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 of this Schedule (Staffing Model);
- (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) PDA DCOs (when the PDA is without residents);
- h) Where the 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;
- i) 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 at any one time; unless otherwise agreed with the Authority; and
- j) If a post is only required part of an hour, the table should be completed to show the proportionate full time equivalent (FTE).

### **16.9 Staffing – Pre-Departure Accommodation (PDA)**

16.9.1 When delivering PDA services, the Supplier will do the following:

- a) maintain a core supervisory team of suitably qualified and experienced staff to engage with the Authority;
- b) maintain a suitably trained core operational team to be deployed within the PDA as required; and
- c) maintain and make available to the Authority at all times a list of the core supervisory and operational teams.

16.9.2 Annex B (Operational Staffing Model) shows the staffing levels for the PDA. When there are no Detainees in the PDA the Staff may be deployed elsewhere within the

contract, but they will be available at all times for work in the PDA and the use elsewhere in the contract will be in addition to the optimum staffing levels for the IRCs.

#### **16.10 Staff Transportation**

16.10.1 Transport is provided between the IRCs and PDA and nearest bus/railway station for the use of staff working in the IRCs and PDA each day in line with the rostering hours.

### **17. IT SYSTEMS**

#### **17.1 Detainee/Resident Management Information Systems**

17.1.1 The Supplier shall implement a system to provide up to date information about the Detainee (IRC)/Resident (PDA) Population.

#### **17.2 Authority Information Requirements and Access to IT Systems**

17.2.1 The Supplier shall:

- a) Ensure that the Authority 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;
- d) Provide information to the Authority about any other additional information systems that will 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) Comply with the DSO 'Detainee Access to the Internet' which ensures that Detainees have reasonable and regulated access to the internet whilst ensuring that the security of the detention estate is not undermined;
- g) Ensure that all IT systems accessed by the Supplier or Detainees can be fully accessed by the Authority for the purpose of gathering information; and
- h) Operate an IT policy that covers access to and use of IT for Detainees, staff and onsite Authority staff.

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

17.3.1 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 IRCs and PDA.

17.3.2 The Supplier will provide generic inboxes for the delivery of services accessible for specific areas of the centre to include but not be limited to Security, Admissions, Healthcare, Welfare, Safer Community, Diversity, Chaplaincy and Duty Managers. These must be accessible by all staff allocated to work in these areas.

17.3.3 The Supplier will provide and operate Wi-Fi for use in areas of the centre as directed by and/or agreed with the Authority.

- 17.3.4 The Supplier shall install and operate a biometric system for Detainees that captures movement, access to services, assists with roll count and restricts detainee movement where appropriate.

## **18. AUDIT**

### **18.1 General Arrangements**

#### **18.1.1 The Supplier shall:**

- a) comply with clause 12 (Records, Reports, Audits & Open Book Data) of the Contract;
- 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 within the IRCs and PDA in relation to this Schedule 2.1 (Services Description), Schedule 2.8 (Maintenance and Cleaning) and Schedule 2.2 (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 audit programme/schedule explaining the frequency of self-audits must be agreed with the Authority on an annual basis,
  - (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 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.

- 18.1.2 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.

- 18.1.3 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.

- 18.1.4 Any variances from minimum auditable requirements and/or frequencies must be authorised by the Authority and this should be clearly documented.

- 18.1.5 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 agreed realistic and achievable timescales, must replace the original baseline for audit purposes and must be notified to the Authority.
- 18.1.6 The Supplier shall implement a system where Detainees in the IRCs 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.
- 18.1.7 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 and recorded. The Supplier shall monitor the progress of planned actions.
- 18.1.8 The Supplier shall facilitate visits by the Authority's representatives, 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.
- 18.1.9 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 8.4 (Reports and Records Provisions) and in accordance with Schedule 2.2 (Performance Levels).
- 18.1.10 The Supplier shall ensure the records referred to in paragraph 2 of Schedule 8.4 (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.
- 18.1.11 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 7.5 (Financial Reports and Audit Rights).

## **18.2 Quality Management**

- 18.2.1 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 2.1 (Services Description), in addition;
- 18.2.2 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 2.2 (Performance Levels), Schedule 8.1 (Governance), Schedule 8.4 (Reports and Records Provision) and any further agreed reporting and record-keeping procedures agreed with the Authority; and
  - b) Comply with Schedule 2.3 (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 8.4 (Reports and Records Provision) which is compatible with the Authority's transition to the use of Office 365 and Windows 10.

**18.3 Performance Standards and Key Performance Indicators (KPIs)**

- 18.3.1 The Supplier shall deliver all Services in accordance with the requirements of the Contract, and in line with Performance Measures in Schedule 2.2 (Performance Levels). The Supplier shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied.
- 18.3.2 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.
- 18.3.3 The Performance Measures in Schedule 2.2 (Performance Levels) are not aimed at providing a day-to-day management tool but are used to calculate Service Credits due under the Contract.
- 18.3.4 The Supplier shall observe the following relationship principles throughout the duration of the Contract:
  - a) the Supplier and Authority will operate under shared objectives, values and behaviours which will 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.

**18.4 Reputational Damage**

- 18.4.1 The Supplier shall safeguard all data and personal information, in accordance with Schedule 2.4 (Security Management). The Supplier will report all potential breaches of Security to the Authority according to the processes set out at Schedule 2.4 (Security Management).

**ANNEX A**

**IRC/PDA – Shared Occupancy Agreement**



**IRC at Brook House and Tinsley House**  
**Shared Occupancy Agreement**

**Date of Ratification:**

**Version Number:**

# IRC at Brook House and Tinsley House

## Shared Occupancy Agreement

### Signatories

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

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

Name:

Name:

Date:

Date:

Home Office Representative

NHS England Representative

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

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

Name:

Name:

Date:

Date:

Serco Ltd Representative

NHS Representative

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## **1. Purpose**

- 1.1 The purpose of this Shared Occupancy Agreement is to enable the Immigration Removal Centre (IRC) and Pre-Departure Accommodation (PDA) operational provider Serco Ltd and the Healthcare provider (XXXX) to flourish and maximise their partnership in the delivery of their respective functions and objectives within the IRC at XXXX.
- 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 and PDA operational provider) to deliver operational services for (2) immigration removal centre site(s) (Centre names).
- 2.3 Simultaneously, in (date), NHS England's Health in Justice Team commissioned (XXXX) to deliver healthcare services across the same two sites.
- 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 provider) 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 and PDA operational provider**

- 5.1 Officer attendance in clinic areas: There will be two healthcare clinics Detention Custody Officer's (DCOs), one per site, 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 DCO's 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.
- 5.3 Daily fabric checks and detainee searches: (IRC provider) hold exclusive responsibility for undertaking security checks and searches of detainees.
- 5.4 Detainee and staff safety and security: (IRC provider) 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 provider) 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 provider) will not seek contributory payments from the healthcare provider for utility bills or general utility infrastructure.
- 5.7 Air-conditioning: (IRC provider) 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 provider) 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 provider) hold responsibility for regular checks of water systems for Legionella in accordance with Health & Safety Executive's guidance.
- 5.9 Cleaning of all clinical and non-clinical areas: (IRC provider) hold responsibility for the cleanliness of all clinical and non-clinical areas, ensuring acceptable standards are regularly maintained. (IRC provider) 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
- 5.10 Maintenance and reactive works to existing healthcare accommodation infrastructure: (IRC provider) 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 provider) 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 provider) 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 provider) holds sole responsibility for the provision of food and drink to the detainees, excluding specialist medically prescribed dietary supplements.

- 5.14 Food trolley: (IRC provider) 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 provider) 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 provider) 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 Detainee use – Washing machines/ dryers/Fridges: (IRC provider) hold responsibility for the purchasing and maintenance (including electrical portable appliance testing / 'pat' testing) of washing machines, tumble driers and Fridges operating in ECU areas.
- 5.18 Detainee use association rooms: (IRC provider) will hold responsibility for providing sofas, chairs dining tables and other furniture in association / rest areas located in ECU areas.
- 5.19 Telephones: (IRC provider) will hold responsibility for the telephone network maintenance, providing telephones (landlines only), with associated cabling and IT Helpdesk. (IRC provider) 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 provider) IT Provider (name?).
- 5.21 Disposal of 'sharps': (IRC provider) 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 provider) 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 provider) 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 provider).
- 6.3 Deep cleaning: (IRC provider) 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's. Posters setting out Healthcare complaint procedures are will 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 provider), 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 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. 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 provider) 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 provider) 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 subcontracted staff.
- 9.2 (IRC provider) will provide staff from the Healthcare provider with key pouches, belts and chains.
- 9.3 (IRC provider) 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 provider) will notify the Healthcare provider when a member of healthcare staff has been excluded or refused entry from the site. Where ever possible, (IRC provider) 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 provider) 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

Tinsley House IRC		Cleaning Responsibility
Area	Room	
Healthcare-Level 1	Detainee Group room	✓
	Consultation Room	✓
	Nurse Consultation room	✓
Area	Room	
Family suite	Family Healthcare consultation room	✓
Area	Room	
Level 1	Healthcare Managers office	✓
Brook House IRC		Cleaning Responsibility
Area	Room	
Healthcare-Level 2	Healthcare Managers office	✓
	Nurse Consultation Room	✓
	Doctors Consultation room	✓
	Pharmacy Room	✓
Area	Room	
Visit / legal corridor	Talking Therapy Room	✓
Area	Room	
Lobby area outside Gym	Toilet	✓
Area	Room	
Reception waiting area	Healthcare Reception Screening room 1	✓
	Healthcare Reception Screening room 2	✓

## **ANNEX B**

### **OPERATIONAL STAFFING MODEL**

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

**ANNEX C****SERVICE LEVEL AGREEMENT - WEST SUSSEX COUNTY COUNCIL**

This Annex C sets out the terms of agreement that will be required between West Sussex County Council and the Supplier for Pre-Departure Accommodation Welfare Services.

The Pre-Departure Accommodation Supplier will:

- Ensure that agreed Pre-Departure safeguarding guidance and procedure documents are in line with those issued by West Sussex Local Safeguarding Children Board and Home Office.
- Ensure their staff in the Pre-Departure Accommodation will work to the Pre-Departure Accommodation Safeguarding guidance and procedures, including those which refer to whistleblowing and managing allegations against staff.
- Ensure that all staff receive and understand the safeguarding code of conduct and professional boundaries policy.
- Be the lead agency in Pre-Departure Accommodation where all safeguarding and child protection matters are concerned, including managing allegations.
- Ensure there is a named Senior Manager external to the Pre-Departure Accommodation to offer additional support on safeguarding and child protection concerns and issues.
- Respond to any concerns raised about the welfare and safety of children in the Pre-Departure Accommodation.
- Liaise with a named contact in West Sussex County Council when it is considered that a child is at risk of significant harm.
- Take lead responsibility for ensuring appropriate safeguarding and child protection records are kept and the rationale for all decisions and subsequent action are clearly noted.
- Act as a point of support and guidance to other partners operating at the Pre-Departure Accommodation, offering safeguarding and child protection training to these agencies as and when required.
- Facilitate and attend quarterly Safeguarding and Welfare Committee meeting at the Pre-Departure Accommodation, chaired by West Sussex County Council.
- Ensure that partners operating at the Pre-Departure Accommodation are kept informed about all safeguarding and/or child protection matters.
- Attend the Local Safeguarding Children's meeting when these pertain to individual children or where they are linked to practice and procedures in Pre-Departure Accommodation.



- Establish systems in partnership with other agencies for the monitoring and evaluation of safeguarding policies, procedures and practice in the Pre-Departure Accommodation.
- Ensure that any concerns or actions are notified in writing to all partners operating at the Pre-Departure Accommodation. Where concerns relate to suicide or self-harm, the Facilities/Security Supplier should be provided with complete details for inclusion on the Assessment Casework Resident Teamwork (ACRT) documentation and Safeguard Leads attend where possible.
- Co-operate with any inquiries or investigations where allegations of abuse have been made against staff or any adult working in or on behalf of Pre-Departure Accommodation in line with Local Safeguarding Children's Board procedures and Working Together 2015.
- Develop collaborative relationships with other local agencies who have safeguarding responsibilities such as Health Professionals, Police, Primary Care Trust, Strategic Health Authority and CAMHS. If needed, develop a joint protocol with the relevant agency.
- Ensure information is shared with police where relevant including implementation of 'Missing Persons' protocols when required.
- Inform partners at the Pre-Departure Accommodation in particular Home Office, of any new safeguarding matters of which they were not previously aware which could mean a child is at risk of significant harm in the country to which the family is being returned.
- Where possible, liaise with relevant agencies and services in the country to which the family is being returned.