

**SCHEDULE 2  
STATEMENT OF REQUIREMENTS**

**COMPASS PROJECT**

**Schedule 2**

**ACCOMMODATION - STATEMENT OF REQUIREMENTS**

[Note: Any references within this document to existing or proposed representative groups e.g. Regional Strategic Migration Partnerships (RSMP) and GP Practices are subject to change]

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# STATEMENT OF REQUIREMENTS

## 1 STATUTORY & MANDATORY REQUIREMENTS AND GENERAL PRINCIPLES

### 1.1 STATUTORY & MANDATORY REQUIREMENTS

- 1.1.1 The Subcontractor in delivering all the services defined within this Schedule 2 shall ensure that it complies with all relevant mandatory and statutory requirements and Serco, O&S's and the Authority's rules, guidance, instructions and policies including but not limited to housing, food, road traffic, hygiene, employment, equal opportunities, race relations, child protection, data protection and health and safety. Should there be any conflict between the requirements of this Schedule and Relevant Law then Relevant Law shall prevail.
- 1.1.2 The Subcontractor shall procure the premises, equipment and facilities required to deliver the Service and these should meet all regulatory requirements and be suitable for the purpose. Where the Subcontractor needs to operate on any premises of the Authority, Serco or O&S, it shall operate the premises as a licensee.
- 1.1.3 The Subcontractor shall comply with the duties imposed on them by section 55 of the Border, Citizenship and Immigration Act 2009, and the children's duty, to safeguard children from harm and promote their welfare.
- 1.1.4 The Subcontractor shall in delivering the Services comply with:
- O&S's guidance relating to information technology and security
  - O&S's instructions relating to the security, administration and issue of Interim Support Tokens (IST)
  - O&S's and the Authority's Policies and Guidance in particular the Authority's Policies and Guidance relating to domestic violence, racist incidents, asylum care needs and dispersal guidelines and relocations
  - The Authority's policies and guidance issued in support of wider Home Office objectives
- 1.1.5 For the purposes of dispersal of Service Users to the Specified Region and to areas within the Specified Regions, the Subcontractor shall comply with: Directives, Guidance or Instructions issued by the O&S in response to instructions from the Authority in relation to proposals from relevant Regional Strategic Migration Partnerships.

## 1.2 GENERAL PRINCIPLES

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

### 1.2.1 Service Users: Background Information

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

1.2.1.2 In particular, the Subcontractor acknowledges and agrees that Service Users will:

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

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

- Physical disabilities
- Medical conditions
- Age related characteristics

- **Vulnerability<sup>1</sup>**

- 1.2.1.4 O&S will notify the Subcontractor when a Service User has been evaluated and assessed as having one of the above characteristics.
- 1.2.1.5 The Subcontractor must treat all Service Users in a polite and courteous manner recognising their rights as individuals and respecting the confidential nature of personal data in their possession.
- 1.2.1.6 The Subcontractor agrees and acknowledges that the safety and security of the Service Users in the Subcontractor's care is of absolute importance and must not be jeopardised. The Subcontractor shall be responsible for the general welfare of Service Users in its care. The Subcontractor must provide decent conditions, to the extent that this is within its power, for Service Users and meet their needs, including in respect of health care.
- 1.2.1.7 Proper care should be taken to protect Service Users from curiosity, insult and physical harm during transport.

- 1.2.2 **Hours of Operation**

- 1.2.2.1 The Subcontractor shall note that in regard to Accommodation Services that the offices and establishments of O&S and the Authority conduct normal business during Working Hours, however, the Subcontractor shall work at any times necessary to deliver the services defined in this schedule.

- 1.2.3 **Personnel Standards**

- 1.2.3.1 The Subcontractor shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Subcontractor, are consistent with the standards of service required for the performance of the Service. The Subcontractor will fully equip and train staff (including volunteers) to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all staff undertaking face-to-face activities. Also, the Subcontractor shall ensure that staffing levels are appropriate at all times for the purposes of the Service and ensure the security and well being of all Service Users, dependent children and its staff.

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<sup>1</sup> Extract from Statutory Instrument 2005 No 7: When the Secretary of State is providing support or considering whether to provide support under section 95 or 98 of the 1999 Act to an asylum seeker or his family member who is a vulnerable person, he shall take into account the special needs of that asylum seeker or his family member. A vulnerable person is -

1. A minor;
2. A disabled person;
3. An elderly person;
4. A pregnant woman;
5. A person who has been subjected to torture, rape or other serious forms of psychological, physical or sexual violence;
6. A person who has had an individual evaluation of his situation that confirms he has special needs.

- 1.2.3.2 In addition, the Subcontractor shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users shall prior to having such direct contact:
- Have been subject to, and satisfied, all Criminal Records Bureau (CRB) (or the appropriate Northern Ireland equivalent), Immigration and right to work checks
  - Have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009, that in providing Services on behalf of the Authority, they do so having regard to the need to safeguard and promote the welfare of children who are in the UK. They must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. They must have received training to fulfil this responsibility provided by either the Authority or a Local Safeguarding Children's Board (or the equivalent in Scotland or Northern Ireland). Where relevant, this should be supplemented or modified to reflect the Services that are provided.
- 1.2.3.3 The Subcontractor's Chief Executive Officer (CEO) or equivalent; Finance Director and the person designated as in charge of Data handling/Data protection/Security, will be subject to Counter Terrorism Checks (CTC) by the Authority as a reflection of their positions of control within the organisation.
- 1.2.3.4 All staff (including volunteers and sub-contractor agents) engaged in delivering Services in accordance with this Schedule must satisfy the Authority's Immigration and right to work checks, shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law, in particular:
- Specific individuals tasked with managing and/or administering aspects of this Contract and the accommodation portfolio shall be competent in information technology, operations, management accounting and/or property management as required by their function
  - Staff (including volunteers and sub-contractor agents) shall be adequately trained in customer care, cultural awareness and conduct themselves in a polite, sensitive and orderly manner
  - Staff (including volunteers and sub-contractor agents) shall be adequately trained in Counter Terrorism awareness and know how and to whom to report concerns about a Service User
  - The Subcontractor will nominate an individual, with sufficient training, to be the single point of contact for all staff (including volunteers and sub-contractors) to report or discuss concerns of a Counter Terrorism nature. The nominated person should know how to report concerns to O&S, the police and to the Authority
- 1.2.3.5 The Subcontractor shall, on request provide O&S with details of all staff (and volunteers and sub-contractor agents) delivering the service in this schedule (both current and historical).

- 1.2.3.6 Staff engaged in delivering Services shall possess, and when in contact with Service Users display, clear and unambiguous identity cards, with photographs, showing that they are duly authorised to conduct business on behalf of the Subcontractor and which show clearly the name and job title of the individual.
- 1.2.3.7 Staff uniforms are not a requirement, however, the Subcontractor shall ensure that all staff performing the Services are dressed appropriately (i.e. smart dress) taking into consideration safety and hygiene.
- 1.2.4 **Quality management**
- 1.2.4.1 The Subcontractor shall:
- Manage and administer the quality and level of service delivery and its own performance relating to the delivery of all services defined in this Schedule
  - Monitor continuously the quality of service delivery and performance and report outcomes to O&S in accordance with but not limited to the provisions of Schedule 13 (*Performance Regime*), Schedule 7 (*Contract Management Regime*) and Schedule 14 (*Management Information*) and any further agreed reporting and record-keeping procedures agreed with O&S
- 1.2.4.2 O&S and/or the Authority shall (and Serco may):
- At its own expense conduct such monitoring and/or audit of the Services and the Subcontractor's monitoring and quality assurance procedures as proposed by O&S and agreed with the Subcontractor (such agreement not to be unreasonably withheld or delayed)
  - Not be limited in its methods of monitoring and/or audit or the timing of such events, except as detailed in Clause 8.8 of the Contract
  - Devise and implement its procedure in such a manner that does not have any material adverse effect upon either the Subcontractor's service delivery or monitoring and quality assurance procedures
- 1.2.4.3 Serco, O&S and/or the Authority may, upon reasonable notice, and when appropriate, normally upon 5 working days notice, in conjunction with the Subcontractor, jointly monitor any aspect of the Contract delivery (including Services, policies and procedures). The Subcontractor shall grant to O&S and/or the Authority or their authorised agents, access to those records as they require in connection with the contract and Services delivered, or in order to check the Subcontractor's compliance with the contract.
- 1.2.5 **Feedback and Complaints**
- 1.2.5.1 The Subcontractor shall:
- Establish processes and systems for maintaining and managing contact with Service Users and provide a central point of contact for O&S

- To ensure that any subcontractor who provides services to the Authority or Serco shall implement procedures and systems for Service Users to formally provide feedback, and to seek redress from the Authority or Serco. The Subcontractor shall investigate and respond to all complaints, within appropriate time limits, using appropriate channels, and shall ensure that the Service User understands the reply.
- Complaints received by the Authority or Serco in regard to complaints Service delivery and reporting, in addition to their own internal complaints procedure, shall be referred to the Subcontractor for investigation and response.
- Give the Authority or Serco a copy of any complaints and their causes and support any audits or quality reviews that the Authority, Serco or O&S may request.
- If a member of Parliament complains to the Subcontractor about the Service provided, then a copy of the complaint letter and any response must be provided to O&S.

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

- 1.2.6.1 The Subcontractor shall deliver all services defined in this Schedule 2 to the Performance Standards defined in Paragraph 4 of this Schedule 2, and 1.2.6.3. The Subcontractor shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied.
- 1.2.6.2 The Subcontractor shall be liable and accountable for the performance of any sub-contractor (material or non-material) or Agent.
- 1.2.6.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators. The Subcontractor shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13 (*Performance Regime*) and Schedule 7 (*Contract Management Regime*).
- 1.2.6.4 The Subcontractor shall note that O&S regards the Performance Standards as primarily a management tool to be used by both the Subcontractor and O&S for the purpose of the day-to-day management of O&S's Service delivery. The KPIs are not aimed at providing day-to-day management tools but the means by which the Subcontractor may provide compensation to O&S for losses which it suffers as a result of failures in Service performance.

**1.2.7 Management Information, Systems and Security**

- 1.2.7.1 O&S will provide or procure from the Authority or Serco for the benefit of the Subcontractor, software and training aids as required to enable the Subcontractor to manage, administer and share appropriate data in relation to each Service User and their dependants. The current means for sharing this data is the Serco Management Information Portal (SIP). The Subcontractor acknowledges that the Authority continually seeks to improve its IT capabilities for example its Integrated Casework Programme, maybe to introduce new IT systems during the lifetime of the contract and that O&S is required to apply such IT where relevant, therefore any such improvements will be passed on to the Subcontractor.

- 1.2.7.2 The Subcontractor shall ensure that its, and any sub-contractor's, physical, information technology and data storage systems used in delivering the Services are secure and that its business systems comply with security requirements and data protection legislation.
- 1.2.7.3 The Subcontractor accepts that O&S may require the adoption by the Subcontractor (and other sub-contractors of similar services) of a unified approach to the use of information technology for contract management purposes.
- 1.2.7.4 The Subcontractor acknowledges that the Authority shall maintain the Primary System of Record (see Paragraph 4.6.1 below) which shall be the master data management tool used for managing all data relating to this Contract and Service Users accommodated by the Subcontractor (ASYS) and that O&S will provide information for such system which the Subcontractor shall first supply to O&S.
- The Subcontractor accepts that O&S may require the adoption by the Subcontractor of a unified property information and geographic mapping system for contract management purposes.
- 1.2.7.5 O&S intends to provide (either from the Authority, Serco or O&S) software and training aids as required to enable the Subcontractor to manage, administer and share data in each case in relation to the interface between O&S and the Subcontractor. Such software and training tools will be provided during the Mobilisation Period as set out in the Mobilisation Plan.
- 1.2.7.6 Any notices or other communications (including without limitation: Accommodation Requests, Accommodation Proposals and notices of the withdrawal of support for any Service User), to be given by O&S to the Subcontractor or the Subcontractor to O&S under the provisions of this Schedule, shall be given electronically which the Subcontractor is required to deliver in accordance with instructions above. Any such notice or other communication shall be deemed given on the Business Day on which it is issued by the giver of the notice/communication provided that it is issued within Working Hours (and if it is not so issued, shall be deemed to be given at the start of the Working Hours of the next Business Day). If and to the extent that the electronic communication interface is for whatever reason unavailable at the time that any notice or other communication is to be given, O&S and the Subcontractor shall use a reasonably appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.
- 1.2.7.7 The Subcontractor shall:
- Not in any circumstance hold O&S responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Subcontractor
  - Report and provide Management Information as required by O&S based on the reporting format, content, structure, timeline and submission details agreed by O&S in accordance with the KPIs
  - Ensure accurate recording and feedback to O&S of Management Information including details of queries raised and resolved

1.2.8 **The Authority in the Regions**

- 1.2.8.1 The Subcontractor shall ensure that the Authority has a regional function in place for Service Users. This is operated through a number of regional offices. This regional focus is aimed at achieving an improved localised service for Service Users and better liaison with the Regional Health Protection Teams (RSMPs) or others responsible for development of regional dispersal strategy.
- 1.2.8.2 The Subcontractor shall co-operate fully with the Authority's regional staff and may also use them (to the extent reasonable in the circumstances) to provide advice and guidance in the local arena.
- 1.2.9 **Training**
- 1.2.9.1 The Subcontractor shall ensure that training provided to staff in regular contact with Service Users and responsible for the safety and security of Service Users and dependent children must contain a minimum of the following requirements:
- 1.2.9.1.1 Review of the above process, including relevant documentation
  - 1.2.9.1.2 Race relations and cultural awareness
  - 1.2.9.1.3 Not used
  - 1.2.9.1.4 Not used
  - 1.2.9.1.5 Health and Safety
  - 1.2.9.1.6 Any other relevant training as specified by O&S

1.2.9.2 The Subcontractor shall submit a code of discipline and behaviour for their employees to O&S for approval prior to the Contract Effective Date, and shall ensure that all staff adheres to the code throughout the term of the Contract.

### 1.3 Health and Safety

- 1.3.1 The Subcontractor will comply with statutory requirements safeguarding the health and safety of Service Users, dependent children, visitors and Staff. The Subcontractor should be aware of RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).
- 1.3.2 The Subcontractor shall provide to O&S a Health & Safety Plan which will be reviewed as often as appropriate but at least annually. It must include the necessary arrangements for annual safety audits. The Health & Safety Plan is to be submitted for approval to O&S before the Contract Effective Date. Each review shall also be submitted to O&S for approval. An example of a disease is Tuberculosis. Any infectious or contagious disease, which would have serious consequences for other people if appropriate measures were not taken, is of concern to O&S. In these instances the Subcontractor must ensure that suitable arrangements are made to ensure that such Service Users are transported in line with O&S's instructions.

- 1.3.3 In relation to matters of health and safety, operating instructions shall include but not be limited to:
  - 1.3.3.1 The provision and recording of training given to staff to satisfy first aid requirements;
  - 1.3.3.2 Health and safety aspects of contingency arrangements;
  - 1.3.3.3 The management of body fluid spills;
  - 1.3.3.4 The recording of maintenance schedules/programmes for all equipment and vehicles;
- 1.3.4 The Subcontractor shall provide protective clothing suitable to the needs of safety and hygiene, which should be made available to, and be worn by Staff where appropriate.
- 1.3.5 The Subcontractor shall ensure that all accidents, injuries or dangerous occurrences are recorded in the appropriate manner. All accidents must be investigated and forms submitted to the Contract Manager, and where appropriate, to the Health and Safety Executive.

#### 1.4 Medical Requirements

- 1.4.1 A full record will be kept by the Subcontractor of any first aid that has been given to a Service User or of any concern about a Service User's health.
- 1.4.2 Where a Service User is taken ill during Service provision, the Subcontractor will ensure that medical treatment is made available (including if required the attendance of appropriate medical staff) and if necessary will take the Service User to hospital. The Subcontractor shall notify O&S as soon as possible from taking the decision. Where there is any doubt about a Service User's fitness to travel, medical advice must be sought before the journey commences.
- 1.4.3 If the Subcontractor is informed of, or if there is any reason to suspect that a Service User may have: suicidal or self harm tendencies; is suffering from some other form of mental illness; is subject to prescribed medication, the Subcontractor must ensure that this is noted at time of collection. The Subcontractor should subsequently pass on this information at point of delivery or to an emergency health care Subcontractor if the Service User is taken to a hospital in an emergency.

## **2 ACCOMMODATION REQUIREMENTS**

### **2.1 General Accommodation Requirements**

2.1.1 The Subcontractor shall provide safe, habitable, fit for purpose and correctly equipped accommodation in areas agreed with O&S, including appropriate related Services for those Service Users, either single or in groups, nominated to receive such services by O&S.

2.1.2 The Accommodation Services shall include:

- The provision of residential accommodation (either Houses in Multiple Occupancy (known hereon in as "HMO") houses, flats or hostels) and related services for Service Users supported by O&S under the Authority's requirements and obligations under the Immigration and Asylum Act 1999
- Customer support services
- Reporting and record keeping services

2.1.3 The Subcontractor shall:

- Provide a 'move-in service for Service Users upon arrival in their allocated accommodation. This will include: orientation around property, handing over property keys and sign posting to local transport links
- Ensure that accommodation is maintained and serviced to the required standards and provide an emergency response and reactive maintenance service in accordance with contractual requirements and timescales
- Manage anti-social and/or violent behaviour that occurs in its accommodation

2.1.4 The Subcontractor shall comply with the provisions set out in Schedule 6 (*Contract Management Regime*) with regard to the management of this Contract.

2.1.5 The accommodation that is provided by the Subcontractor under this contract shall only be in the Specified Region.

2.1.6 In some cases Service Users will require accommodation in a specific locality e.g. due to ongoing treatment for medical conditions or children taking examinations in their final years in education.

2.1.7 O&S will also require the Subcontractor to provide accommodation for Service Users released from detention on Immigration or Criminal Bail, in such cases, O&S will inform the Subcontractor accordingly.

2.1.8 Any accommodation provided in accordance with the above criteria will be provided within reasonable timescales as agreed by O&S and at no additional cost to O&S.

## 2.2 Customer Support

2.2.1 The Subcontractor shall note that O&S considers that there are three levels of customer support required to support Service Users.

2.2.2 The first level is the support that Service Users require on arrival at accommodation provided under this Contract and which is needed to meet their immediate needs within their new accommodation. The focus of this support shall be the accommodation provided, individual safety, the operating instructions for equipment, facilities and installed items provided for comfort and general living. The Subcontractor shall generate and deliver this information during the "move in" service on arrival at the accommodation, see Service Paragraph 4.2.5 below.

2.2.3 The second level is the information and advice that the Service User needs in order to cope with the new geographic and cultural environment in which the Service User is being accommodated.

The type of information and advice that shall be provided shall be notified to the Subcontractor by O&S and the Subcontractor shall then compile the information and supply it to the Service Users in accordance with Paragraph 4.4.1.

2.2.4 The third level is the additional information and/or advice provided by third parties from the Voluntary Sector, other organisations, Local Authorities and the Authority's Regional staff. This information is not subject to this Schedule but the Subcontractor shall liaise with and work in parallel with these third party organisations.

2.2.5 All three levels of customer support information shall be delivered by the Subcontractor in a language understood by the Service User.

## 2.3 Other Subcontractors

2.3.1 The Subcontractor shall note that Service Users may receive a range of services via other organisations such as the Voluntary Sector, Local Authority organisations and the Authority's Regional Offices. The Subcontractor shall, during the normal course of its operations, liaise and co-operate with these organisations, as required by O&S, so that the interests of the Service Users are best served.

## 2.4 Regional Strategic Migration Partnerships (RSMs) and Equivalent Groups

2.4.1 The Subcontractor shall:

- Develop close and co-operative working relationships with all voluntary sector, Local Authority, Health Service and other service providers that are, or may become, responsible for accommodating Service Users, including attending key meetings

- Note that, within the Specified Region, O&S will ensure RSMP arrangements of the type described in this Paragraph are developed to support the dispersal arrangements embodied within this Contract. The function of this co-ordination activity will be to facilitate the appropriate participation of Local Authority and RSMP Organisations in strategic decisions taken by the Authority regarding dispersal, including the total number of Service Users who may be dispersed to each Region and the rules that govern such dispersal
  - Provide accommodation for Service Users under this Contract only where such accommodation is within the Specified Region
  - Note that dispersals shall be in accordance with any principles agreed between O&S, the Authority, the Subcontractor, other sub-contractors and the RSMPs relating to the total numbers of Service Users, the languages to be supported and the distribution of accommodation within the Specified Region
  - Maintain effective on-going consultation and liaison arrangements with O&S, relevant RSMPs and Local Authorities with regard to the location of accommodation in the Specified Region and the allocation of Service Users to that accommodation
  - Contribute, as a participating member, to arrangements and guidelines for the dispersal of Service Users to the Specified Region. The Subcontractor shall, as it deems necessary, propose changes to such guidelines for discussion with other participants
- 2.4.2 Participants shall seek to agree all matters by consensus within the RSMP arrangements referred to in this Paragraph but O&S shall retain the right to determine any matters on which agreement cannot be reached by all the participants.

## 2.5 Not used

## 2.6 Dispersal of Service Users

- 2.6.1 The Subcontractor shall co-operate with Local Authority Housing Departments in order to prevent homelessness amongst Service Users or former Service Users who are granted Asylum or Humanitarian Protection. This shall include participating in specific multi-agency forums and working to prevent homelessness.
- 2.6.2 The Subcontractor is required to be able to support and provide accommodation (in each case in accordance with this Contract) for Service Users with any language.
- 2.6.3 The Subcontractor shall, when allocating accommodation within the Specified Region to Service Users, consider all those factors influencing the placement of Service Users in particular areas within the Specified Region. These include:
- The availability and concentration of accommodation of the required configuration, size and design
  - The cultural compatibility of the environment including the proximity of other people speaking the same language

- The capacity of local health, education and other support services
  - The absence of any reported social tension incidents at the time of allocation
  - The level of risk of increased social tension if Service User numbers increase within the relevant area
- 2.6.4 O&S will retain the right to require Service Users to be placed by the Subcontractor within any geographic area within the Specified Region and/or to veto the Subcontractor's proposals relating to dispersal accommodation should O&S's needs require it.

**2.7 Not used**

**2.8 Temporary Dispersal Accommodation**

2.8.1 O&S may require the Subcontractor to disperse Service Users within the Specified Region at very short notice which may be that day. O&S recognises that this may entail the Subcontractor accommodating the Service Users in Temporary Dispersal Accommodation.

2.8.2 In these cases the relevant criteria governing sharing and relocation (See Annex C to this Schedule) and the relevant criteria governing the move-in service (see Paragraph 4.2.5 below) and subsequent Services shall apply both to the transition to Temporary Dispersal Accommodation and to the final dispersal to permanent accommodation, within the given timeframe of 20-working days.

**2.9 Food services**

The Subcontractor shall note that:

- 2.9.1 Service Users supported under section 4, of the 1999 Act as amended, are not permitted to receive cash. If required by O&S, they are to be provided by the Subcontractor with:
- With food vouchers for 14 days as a temporary measure until O&S issues the Service User with a section 4 payment card and/or
  - With food vouchers for 14 days as an emergency measure should a Service User's section 4 payment card be lost or stolen
- 2.9.2 The Subcontractor shall ensure that upon receipt from O&S they issue Service Users with their section 4 payment card within the 14 day period.
- 2.9.3 Not used.
- 2.9.4 Not used.
- 2.9.5 Not used.

2.9.6 Not used.

2.9.7 Not used.

2.9.8 Food Vouchers provided by the Subcontractor under this Contract are to be:

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

2.10 Not used

#### 2.11 Different Types of Service User

2.11.1 The Services to be provided in respect of Service Users (other than Initial Accommodation Service users) shall be those detailed in this Contract (including this Statement of Requirements).

2.11.2 Not used.

**3 NOT USED**

**3.1 Not used**

**3.2 Not used**

**3.3 Not used**

**3.4 Not used**

**3.5 Not used**

**3.6 Not used**

**3.7 Not used**

**3.8 Vehicles**

**3.8.1 The Subcontractor shall make sensitive provision for wheel-chair users and people with special needs.**

**4 SERVICES TO BE DELIVERED**

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4.1 Not used

**4.2 Accommodation Services**

Requirements	Tenderer Proposals
<p><b>4.2.1</b></p>	<p>The Subcontractor shall provide serviced accommodation for Service Users within the Specified Region.</p>
<p><b>Related Information</b></p>	<p>1. The serviced accommodation shall:</p> <ul style="list-style-type: none"> <li>a. Be within the Specified Region;</li> <li>b. Include the provision of water, gas and electrical power as appropriate;</li> <li>c. Be provided for each Service User within the time-scales defined in <u>Annex A</u> to this Schedule</li> <li>d. Be in accordance with the standards defined in <u>Annex B</u> to this Schedule;</li> <li>e. Be registered for intended use in accordance with Local Authority regulations;</li> <li>f. Be compliant with the Sharing and Relocation Rules defined in <u>Annex C</u> to this Schedule;</li> <li>g. Be suitable for Service Users with specific needs as notified by Serco, O&amp;S and/or the Authority and in compliance with the Disability Discrimination Legislation;</li> <li>h. Comply with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMs), as notified by Serco, O&amp;S or the Authority see Paragraphs <u>2.4</u> and <u>4.2.9</u>, including             <ul style="list-style-type: none"> <li>i. The agreed capacity for the particular locality;</li> <li>ii. Cultural fit of the Service Users into the environment;</li> <li>iii. Capacity of support services.</li> </ul> </li> </ul>

Requirements	Tenderer Proposals
	<p>2. The Subcontractor shall:</p> <ol style="list-style-type: none"> <li>a. Register accommodation of multiple occupation with the relevant Local Authority and before placing any Service User within the relevant accommodation certify to O&amp;S that the Local Authority has no objection to the accommodation being used for its intended purpose and that all necessary planning consents have been obtained;</li> <li>b. Provide alternate Temporary Dispersal Accommodation for any Service User caused to vacate accommodation as a result of the accommodation being deemed as unsafe in accordance with the standards defined in <u>Annex B</u></li> <li>3. The Temporary Dispersal Accommodation referred to above shall be provided within 2 hours of the unsafe event in accordance with the response times defined in <u>Annex B</u> to this Schedule.</li> <li>4. The Subcontractor shall provide longer term replacement accommodation for any Service User that has to vacate accommodation as a result of accommodation being deemed as unsafe if that accommodation cannot be restored to the required standard, in accordance with <u>Annex B</u> of this Schedule, within 5 days of the event that caused the accommodation to be deemed unsafe.</li> <li>5. No accommodation shall be provided by the Subcontractor under this Contract if it is based outside of the Specified Region.</li> <li>6. The Subcontractor shall, on reasonable notice and at reasonable times, permit Serco, O&amp;S and/or the Authority and/or its agents to have reasonable access to all accommodation provided by the Subcontractor under this Contract for the purposes of: <ol style="list-style-type: none"> <li>a. Monitoring the Subcontractor's provision of the Services under this Contract;</li> </ol> </li> </ol>

Requirements	Tenderer Proposals
	<p>b. Installing, maintaining and removing appropriate electronic monitoring equipment for use in the monitoring of Service Users within the relevant accommodation. The Subcontractor shall permit the installation of such equipment and associated facilities (including appropriate telephone connections) and shall allow such equipment to draw on any power supplies within the accommodation. O&amp;S shall make good any damage which may be caused to the accommodation as a result of the installation, maintenance and removal of such equipment.</p> <p>7. The Subcontractor shall ensure that, if required, a representative of the Subcontractor shall accompany Serco, O&amp;S, the Authority and/or its agents on any visits to accommodation in accordance with Paragraph 6 above.</p>
Volume of service	<p>1. The Subcontractor shall be able to provide sufficient accommodation for Service Users as is required by O&amp;S.</p>
Performance Standards	<p>1. Each Service User is accommodated within the time-scales defined in <u>Annex A</u> to this Schedule.</p> <p>2. Each unit of accommodation is compliant with the requirements defined at <u>Annex B</u> to this Schedule for so long as it is occupied by the Service user.</p> <p>3. Each unit of accommodation is at all relevant times appropriately registered with the Local Authority.</p> <p>4. Each unit of accommodation is, for so long as it is occupied by any Service User, compliant with the Sharing and Relocation Rules for its occupants defined in <u>Annex C</u> to this Schedule.</p> <p>5. Temporary and permanent replacement accommodation will be provided within the Response Times defined at <u>Annex B</u> to this Schedule following an unsafe event.</p>

Requirements	Tenderer Proposals
4.2.2	The Subcontractor shall provide a Serviced Accommodation pre-planned maintenance service.
<b>Related Information</b>	<p>1. The Accommodation Services shall be maintained to the standards defined in <u>Annex B</u> to this Schedule 2;</p> <p>2. The service shall be provided in accordance with the Response Times defined in <u>Annex B</u> to this Schedule;</p> <p>3. The Subcontractor shall:</p> <ol style="list-style-type: none"> <li>a. Manage and administer the pre-planned accommodation maintenance service;</li> <li>b. Inspect each unit of accommodation at least once each calendar month;</li> <li>c. Ensure that no unit of accommodation falls into the Health and Safety categories A to D inclusive;</li> <li>d. Re-assess all accommodation units, that having been assessed as being in Categories A to D inclusive, as applicable under Relevant Law, are subject to maintenance to reduce risk, once maintenance has been completed;</li> <li>e. Take action relating to any defect assessed as being "Unsafe" or a "Severe Defect" within the Response Times defined in <u>Annex B</u> to this Schedule;</li> <li>f. Re-inspect, within one calendar week, accommodation in which maintenance has been completed, to rectify an Unsafe state or Severe Defects;</li> <li>g. Maintain a full auditable record of all maintenance inspections and works undertaken relating to all accommodation provided under this Contract;</li> <li>h. At reasonable prior notice make such records available to Serco, O&amp;S and/or the Authority for inspection and quality audit purposes;</li> <li>i. Provide 5 Working Days notice to the Service User that maintenance work is planned.</li> </ol>

Requirements	for the accommodation;	Tenderer Proposals
	<p>j. Provide 5 Working Days notice to the Service User that the accommodation is to be inspected or Health and Safety Assessment is to be conducted;</p> <p>k. Brief the Service Users occupying accommodation on when pre-planned maintenance work is to be undertaken and on what the work entails and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User.</p>	
Volume of service	1. As required.	
Performance Standards	<p>1. Each unit of accommodation provided under this Contract is Safe for use by Service Users;</p> <p>2. Each unit of accommodation provided under this Contract is free from Severe Defects as defined in <u>Annex B</u> of this Schedule 2;</p> <p>3. Each unit of accommodation provided under this Contract is maintained to the standards defined in <u>Annex B</u> of this Schedule 2;</p> <p>4. Each unit of accommodation provided under this Contract is assessed as being better than Category A to D inclusive resulting from a Health and Safety Assessment.</p>	

Requirements	Tenderer Proposals
<p><b>4.2.3</b></p>	<p>The Subcontractor shall provide an emergency response and reactive maintenance service.</p>
<p><b>Related Information</b></p>	<ol style="list-style-type: none"> <li>1. The service shall be provided 24 hours of each day of the year and be in accordance with the Response Times defined in <u>Annex B</u> to this Schedule.</li> <li>2. The accommodation shall be maintained to the standards defined in <u>Annex B</u> to this Schedule.</li> <li>3. The Subcontractor shall: <ol style="list-style-type: none"> <li>a. Manage and administer the emergency response and reactive maintenance service;</li> <li>b. Re-assess all accommodation units, that having been assessed as being in Categories A to D inclusive, as applicable under Relevant Law, are subject to maintenance to reduce risk, once maintenance has been completed;</li> <li>c. Take action relating to any defect assessed as being "Unsafe" or a "Severe Defect" within the Response Times defined in <u>Annex B</u> to this Schedule;</li> <li>d. Re-inspect, within 1 calendar week, accommodation in which maintenance to rectify an Unsafe state or Severe Defect has been completed;</li> <li>e. Maintain a full auditable record of all maintenance inspections and works undertaken relating to all reactive maintenance of accommodation provided;</li> <li>f. At reasonable prior notice make such records available to Serco, O&amp;S and/or the Authority for inspection and quality audit purposes;</li> <li>g. Brief the Service User(s) occupying accommodation wherein reactive maintenance work is to be undertaken on what the work entails and any collateral action that the Service User needs to take.</li> </ol> </li> <li>4. Briefings are to be conducted in a language understood by the Service User and be accompanied by a written instruction in a language (which need not be in the</li> </ol>

Requirements	first language of the relevant Service User) understood by the Service User.	Tenderer Proposals
<b>Volume of service</b>	1. As required.	
<b>Performance Standards</b>	1. Accommodation maintained in accordance with the standards defined in Paragraph <u>4.2.2.</u> 2. Maintenance in accordance with the defined Response Times set out in <u>Annex B</u> to this Schedule.	

Requirements	Tenderer Proposals
4.2.4	The Subcontractor shall provide an accommodation allocation service for Service Users nominated for dispersal.
Related Information	<p>1. The Subcontractor shall:</p> <ol style="list-style-type: none"> <li>a. Upon receipt of Accommodation Requests, allocate accommodation suitable for those Service Users identified by O&amp;S in the relevant Accommodation Request;</li> <li>b. Allocate accommodation in compliance with the Allocation Rules defined in Annex A to this Schedule 2; in compliance with the Sharing and Relocation Rules defined in Annex C to this Schedule and with due regard to their responsibilities under section 55 of the Borders, Citizenship and Immigration Act 2009.</li> <li>c. Within the time specified by O&amp;S, as defined in Annex A to this Schedule, advise, in the required Accommodation Proposal, O&amp;S on: <ol style="list-style-type: none"> <li>i. The accommodation it proposes to allocate to the Service User;</li> <li>ii. The travel details (where relevant to the Service User) and any other information required by O&amp;S.</li> </ol> </li> <li>d. Notify O&amp;S if the accommodation it wishes to allocate to a Service User is already occupied by another Service User who will need to be relocated (not applicable to Initial Accommodation).</li> <li>e. Submit an Accommodation Proposal addressing the re-allocation of accommodation for the incumbent Service Users to O&amp;S within the time period specified by O&amp;S on receipt of the Accommodation Request (not applicable to Initial Accommodation).</li> </ol> <p>2. In the event of current occupancy of such allocated accommodation the Subcontractor shall identify appropriate alternate accommodation that it wishes to allocate to the incumbent Service User(s);</p>

Requirements		Tenderer Proposals
	<p>3. The Accommodation Request issued by O&amp;S shall contain all necessary information relating to the Service Users that is required by the Subcontractor to disperse the Service Users to accommodation in accordance with the Allocation Rules.</p>	
<b>Volume of service</b>	As required.	
<b>Performance Standards</b>	<p>Accommodation is allocated in accordance with the Allocation Rules and the Sharing and Relocation Rules and section 55 of the Borders, Citizenship and Immigration Act 2009.</p> <ol style="list-style-type: none"> <li>1. Accommodation Proposals submitted within the time period specified by O&amp;S on receipt of the Accommodation Request.</li> <li>2. Accommodation provided within the time period specified by O&amp;S in the Accommodation Request.</li> <li>3. All Accommodation Requests satisfied by the Subcontractor in any single payment period.</li> </ol>	

Requirements	Tenderer Proposals
<p>4.2.5</p>	<p>The Subcontractor shall provide a "move-in" service for Service Users upon arrival at their allocated accommodation.</p>
<p><b>Related Information</b></p>	<p>1. The Subcontractor shall:</p> <ul style="list-style-type: none"> <li>a. Move the Service Users into allocated accommodation within the time specified by O&amp;S in the Accommodation Request.</li> <li>b. Meet the Service Users upon arrival at their allocated accommodation;</li> <li>c. Arrange for an interpreter speaking the required language to be present upon the arrival of the Service Users at their allocated accommodation (whether permanent or temporary) if, without an interpreter, the required information cannot be clearly conveyed by the Subcontractor and understood by the relevant Service users;</li> <li>d. Induct the Service Users into the accommodation, see Paragraph 2.2;</li> <li>e. Move Service Users who may have been placed in Temporary Dispersal Accommodation to their longer term dispersal accommodation within the period specified by O&amp;S in accordance with Annex A to this Schedule;</li> <li>f. The induction shall include explaining and demonstrating the operation of all-necessary safety equipment and operating instructions for equipment used within the relevant accommodation.</li> </ul> <p>2. The Subcontractor shall:</p> <ul style="list-style-type: none"> <li>a. Obtain the Service Users written confirmation that such operational instruction has been provided and understood;</li> <li>b. During the induction process make arrangements with the Service User for a follow up visit the next Working Day in order to provide a full briefing on matters of interest to the Service Users, see Paragraph 2.2;</li> <li>c. Report to O&amp;S the occupation of the accommodation by the Service User</li> </ul>

Requirements	Tenderer Proposals
	<p>w<sup>ithin</sup> 4 Working Hours of the induction being completed.</p> <p>3. In the event that the accommodation provided, in accordance with the requirement stated by O&amp;S, is determined by the Subcontractor to be inappropriate given the medical needs of the Service User:</p> <ol style="list-style-type: none"> <li>a. The Subcontractor shall when possible seek instructions from O&amp;S;</li> <li>b. In the event that the Subcontractor is not able to get instructions from O&amp;S, the Subcontractor shall take any necessary action to ensure the temporary wellbeing of the Service User until such instruction is forthcoming;</li> <li>c. Where necessary the Subcontractor shall provide Temporary Dispersal Accommodation for the relevant Service User.</li> </ol>
<b>Volume of service</b>	<ol style="list-style-type: none"> <li>1. As required.</li> </ol>
<b>Performance Standards</b>	<ol style="list-style-type: none"> <li>1. Induction into accommodation provided for all Service Users on arrival at the accommodation;</li> <li>2. When required, interpreters speaking the correct language are present when Service Users arrive at their dispersal address (whether temporary or longer term)</li> <li>3. Subcontractor reports occupancy within 4 Working Hours of the induction of the Service Users into accommodation.</li> <li>4. Service Users moved from Temporary Dispersal Accommodation to permanent accommodation within the time defined in <u>Annex A</u> to this Schedule</li> </ol>

Requirements	Tenderer Proposals
4.2.6	The Subcontractor shall provide an Interim Support Token (IST) issuing service.
Related Information	<ol style="list-style-type: none"> <li>1. The Subcontractor shall:               <ol style="list-style-type: none"> <li>a. Issue Interim Support Tokens to Service Users, as required by O&amp;S in the Accommodation Request, upon move-in to the accommodation (see Paragraph 2.2);</li> <li>b. Require the principal Service Users to sign a receipt for the Interim Support Tokens issued</li> <li>c. Administer, safeguard and audit Interim Support Tokens in accordance with O&amp;S instructions</li> </ol> </li> </ol>
Volume of service	1. As required.
Performance Standards	<ol style="list-style-type: none"> <li>1. Interim Support Tokens issued as required.</li> <li>2. Interim Support Tokens administered in accordance with O&amp;S Instructions</li> </ol>

Requirements		Tenderer Proposals
4.2.7	Not Used	

Requirements	Tenderer Proposals
<p><b>4.2.8</b></p>	<p>The Subcontractor shall provide a Food Voucher Service</p>
<p><b>Related Information</b></p>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall issue Food Vouchers to entitled Service Users who are supported under Section 4 of the Immigration and Asylum Act 1999 as directed by O&amp;S (see Paragraph 2.9).</li> <li>2. The Service shall be provided within three miles of the Service Users accommodation or directly to the Service User at that location if the Service User is not able to travel in person for medical/disability reasons.</li> <li>3. Food Vouchers shall be issued to the Service User: <ol style="list-style-type: none"> <li>a. On arrival at the accommodation as a temporary measure and be sufficient to meet the relevant Service Users requirements for the next fourteen days until the Service User receives their Section 4 payment card;</li> <li>b. The Subcontractor shall ensure that upon receipt from O&amp;S, all Section 4 payment cards are issued to Service Users within the fourteen day period and are briefed on their use;</li> <li>c. As an emergency measure for fourteen days to meet the relevant Service User's requirements in the event that the Section 4 payment card is either lost or stolen.</li> </ol> </li> <li>4. The Subcontractor shall maintain full and auditable records of Food Vouchers and Section 4 payment cards issued to each Service User and make these records available for audit purposes to O&amp;S when required.</li> </ol>
<p><b>Volume of service</b></p>	<ol style="list-style-type: none"> <li>1. As required.</li> </ol>
<p><b>Performance Standards</b></p>	<ol style="list-style-type: none"> <li>1. All Food Vouchers issued on time.</li> <li>2. Auditable records of the issue of Food Vouchers are correct.</li> <li>3. Food Voucher charges made by the Subcontractor concur with auditable records.</li> </ol>

Requirements		Tenderer Proposals
	4. All Section 4 payment cards issued within 14 day timescale.	

Requirements		Tenderer Proposals
4.2.9	The Subcontractor acknowledges that O&S shall provide a liaison service for the Local Authority	
<b>Related Information</b>	<p>1. The Subcontractor shall support O&amp;S, in:</p> <ol style="list-style-type: none"> <li>a. Whatever way reasonably required by O&amp;S; and</li> <li>b. To the extent it is related to any obligation of O&amp;S under the Prime Contract, or any direction issued by the Authority under the Prime Contract, whatever way required by O&amp;S to enable O&amp;S to comply with the Prime Contract,</li> </ol> <p>liaise and consult with relevant Local Authorities to ensure that any Service Accommodation provided to Service Users does not adversely affect Local Authority developments or community plans.</p> <p>2. The Subcontractor shall in selecting accommodation for Service Users take into account:</p> <ol style="list-style-type: none"> <li>a. Any housing market renewal initiatives or other housing strategies;</li> <li>b. The cultural compatibility of the environment;</li> <li>c. The capacity of local health, education and other support services;</li> <li>d. The concentration of accommodation for Service Users within particular community areas;</li> <li>e. If the risk of social tension can be assessed as low.</li> </ol> <p>3. In the event that the Subcontractor cannot reach agreement with the Local Authorities in such matters it shall refer the matter to O&amp;S.</p>	
<b>Volume of service</b>	1. As required.	
<b>Performance Standards</b>	With respect to every new accommodation procured the Subcontractor should consult with the Local Authority.	

Requirements	Tenderer Proposals
<p><b>4.2.10</b></p>	<p>The Subcontractor shall provide Accommodation Services to Service Users identified as Complex Bail Cases</p>
<p><b>Related Information</b></p>	<p>1. The Subcontractor shall in providing accommodation for this special category of Service Users take into account:</p> <ul style="list-style-type: none"> <li>a. An increased likelihood of requests for self contained accommodation</li> <li>b. A specified location</li> <li>c. Increased negotiation with local authorities to procure appropriate accommodation</li> <li>d. Increased insurance premiums for both accommodation and staff</li> <li>e. Specialist training for staff to provide a higher degree of risk awareness</li> <li>f. Increased staffing levels for visits to accommodation because of increased risk</li> <li>g. Possible additional regime of contact visits dependent upon - individual Service user</li> <li>h. Either improved quality of furniture, or increased replacement of existing standard of furniture</li> <li>i. Exceptional higher premium for Service Users convicted of Arson</li> </ul> <p>2. No transport costs associated with transfer on release from detention to accommodation</p>
<p><b>Volume of service</b></p>	<p>1. As required.</p>
<p><b>Performance Standards</b></p>	<p>As per accommodation provision in <u>4.2.1</u> to <u>4.2.9</u> and</p>

Requirements	Tenderer Proposals
<ol style="list-style-type: none"> <li>1. Each unit of accommodation is approved in advance of moving, and throughout, by Local Authorities for this category of Service User</li> <li>2. Appropriate insurance is held to cover both staff and accommodation in relation to this category of Service User</li> <li>3. Staff trained appropriately in relation to dealing with this category of Service User</li> <li>4. Service Users are visited in accordance with O&amp;S's specific requirements</li> </ol>	

4.3 Not used

#### 4.4 Customer Support Services

Requirements	Tenderer Proposals
<p>4.4.1</p>	<p>The Subcontractor shall provide a Travel Assistance Service to Service Users in receipt of section 4 support</p>
<p><b>Related Information</b></p>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall brief the Service User within 1 day of the Service Use occupying the serviced accommodation.</li> <li>2. The briefing shall be conducted in a language understood by the Service User.</li> <li>3. Any information provided to the Service Users during, or consequent to, the briefing shall be in a language that the Service Users can understand.</li> <li>4. The Service Users shall, at the end of the briefing, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member and as a member of the wider community.</li> <li>5. The Subcontractor shall brief using:             <ol style="list-style-type: none"> <li>a. The briefing material provided by O&amp;S with additions by the Subcontractor as required for the locality;</li> <li>b. Any supplementary information that the Subcontractor wishes to include relating to the provision of its own services.</li> </ol> </li> <li>6. The Subcontractor shall require that the Service User confirms, in writing, that the required information has been presented verbally and that an information pack has been issued and its content understood.</li> <li>7. The briefing service shall in particular assist, through the provision of verbal and written instructions, the Service Users on their arrival in the area:             <ol style="list-style-type: none"> <li>a. Not used;</li> </ol> </li> </ol>

Requirements	Tenderer Proposals
<ul style="list-style-type: none"> <li>b. Not used;</li> <li>c. To cash their Interim Support Tokens.</li> </ul>	
<p>8. The Subcontractor shall assist Service Users needing information on how to make contact with and use the appointment systems associated with:</p> <ul style="list-style-type: none"> <li>a. Voluntary Sector Services and other local independent advice service sub-contractors;</li> <li>b. The Authority's local asylum support services;</li> <li>c. Not used;</li> <li>d. The Local Authority Social Services Department;</li> <li>e. Emergency services, the Police and legal advisers and services;</li> <li>f. Local leisure and recreation services and facilities.</li> </ul> <p>9. The Subcontractor shall provide the Service User with information on the ways and means to make direct contact with O&amp;S for the purposes of stating a complaint regarding the Subcontractor or any other person or organisation.</p>	
<p><b>Volume of service</b></p>	<ul style="list-style-type: none"> <li>1. As required.</li> </ul>
<p><b>Performance Standards</b></p>	<ul style="list-style-type: none"> <li>1. Briefing service is provided within 1 day of arrive at their new location.</li> </ul>

Requirements	Tenderer Proposals
<p>4.4.2</p> <p><b>Related Information</b></p>	<p>The Subcontractor shall provide a complaints service for the Service Users.</p> <ol style="list-style-type: none"> <li>1. The Subcontractor shall provide the ways and means for the Service User or their representative to make a complaint.</li> <li>2. The complaints service shall enable complaints to be made in confidence when the Service User so requires.</li> <li>3. Where reasonably required the Subcontractor shall arrange for an interpreter to be available to enable the complainant to explain issues in detail.</li> <li>4. The Subcontractor shall: <ol style="list-style-type: none"> <li>a. Record each complaint, including cause, and the outcome of any investigation it undertakes consequent to any complaints. The record shall include action taken by the Subcontractor to rectify the cause of the complaint;</li> <li>b. Seek to resolve any complaint within 5 Working Days of it being lodged;</li> <li>c. Set out for the Service User, within 1 day of the complaint being lodged, how it will be addressed;</li> <li>d. Inform the Service User of the outcome and any subsequent action to be taken.</li> </ol> </li> <li>5. The Subcontractor shall record in an auditable manner the number and type of complaints for which the Subcontractor can be held culpable.</li> <li>6. The Subcontractor shall, immediately upon becoming aware of a complaint, report to O&amp;S and where appropriate the police (and the Authority) any matters that arise concerning: <ol style="list-style-type: none"> <li>a. Any Service User fraudulently claiming support;</li> </ol> </li> </ol>

Requirements		Tenderer Proposals
	<ul style="list-style-type: none"> <li>b. Antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment;</li> <li>c. Behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerable to radicalisation</li> <li>d. Neglect, sexual harassment or exploitation; and</li> <li>e. Domestic violence or the safeguarding of children</li> </ul> <p>7. When the Subcontractor following discussion with the Service User or any third party is unable to resolve a complaint to the satisfaction of the relevant Service User, the Subcontractor shall refer the complaint and the relevant Service User to the nearest voluntary sector advisory service who will advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken.</p> <p>8. If all other avenues for complaint resolution fail to achieve an outcome satisfactory to the relevant Service User, the Subcontractor shall refer the matter to O&amp;S</p>	
<b>Volume of service</b>	1. As required.	
<b>Performance Standards</b>	<ul style="list-style-type: none"> <li>1. The complaints service is available to the Service Users when required.</li> <li>2. Complaint managed within the required time scales.</li> <li>3. Serious complaints requiring police, Serco, O&amp;S and/or Authority involvement notified immediately upon the Subcontractor becoming aware of any event requiring such notification.</li> </ul>	

Requirements		Tenderer Proposals
4.4.3	Not used	

Requirements		Tenderer Proposals
4.4.4	Not used	

#### 4.5 Monitoring and Reporting Service

Requirements		Tenderer Proposals
4.5.1	The Subcontractor shall provide a reporting service for O&S.	
Related Information	<ol style="list-style-type: none"> <li>1. Subcontractor shall report to O&amp;S matters pertaining to the Service Users in particular on their circumstances.</li> <li>2. The Subcontractor shall report the following events to O&amp;S within 3 Working Hours               <ol style="list-style-type: none"> <li>a. Serious injury, accident or death involving a Service User;</li> <li>b. Serious illness suffered by a Service User (including notifiable diseases);</li> <li>c. Violent or aggressive incidents involving a Service User;</li> <li>d. Any event, incident or occurrence which may have a negative effect on the reputation of Serco, O&amp;S, the Authority or the Subcontractor;</li> <li>e. Any incident or relevant information that may have a bearing on the safety of visiting Serco, O&amp;S, Authority or Subcontractor staff.</li> </ol> </li> <li>3. The Subcontractor shall report the following events to O&amp;S within 4 Working Hours               <ol style="list-style-type: none"> <li>a. A Service User moving out of or into the premises provided by the Subcontractor;</li> <li>b. A dispute with local neighbours or agencies;</li> <li>c. Any arrests or enforcement notices concerning a Service User;</li> <li>d. Any allegation made by or about a Service User concerning sexual or physical abuse, the safeguarding of children, neglect, harassment or exploitation;</li> </ol> </li> </ol>	

Requirements	Tenderer Proposals
<p>e. A reported theft or loss of a Service User's belongings;</p> <p>f. Any significant dispute between a Service User and the Subcontractor, its agents or staff;</p> <p>g. Any reasonable suspicions that a Service User may be obtaining support from the Authority, via Serco or O&amp;S, by fraudulent means;</p> <p>h. Any reasonable suspicions that a Service User may be engaged in criminal activity, violent extremism, or radicalisation;</p> <p>i. Any reasonable suspicions that a Service User may be living beyond the means of their support;</p> <p>j. Any reasonable suspicions that a Service User is working for payment;</p> <p>k. Any serious event, incident or occurrence concerning a Service User and/or premises provided by the Subcontractor as accommodation for Service Users;</p> <p>l. Any absences of a Service User from the accommodation provided by the Subcontractor for more than 7 consecutive days and nights including absences as a result of hospitalisation;</p> <p>m. Any persistent absence of a Service User from the accommodation provided by the Subcontractor;</p> <p>n. For Service Users supported under Section 4 of the 1999 Act absences from the accommodation provided by the Subcontractor for more than:</p> <ul style="list-style-type: none"> <li>i. 7 consecutive days and nights including absences as a result of hospitalisation; and/or</li> <li>ii. 14 days and nights in any 6 calendar months.</li> </ul> <p>4. The Subcontractor shall provide to O&amp;S, in the format or manner of reporting</p>	

Requirements	Tenderer Proposals
	reasonably required by O&S, reports as detailed in Schedule 14 (Management Information)
<b>Volume of service</b>	1. As required.
<b>Performance Standards</b>	1. Reports provided to O&S within the prescribed timescales.

Requirements		Tenderer Proposals
4.5.2	The Subcontractor shall provide a notification service for the Local Housing Authority.	
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. Not used</li> <li>2. Not used.</li> <li>3. The Subcontractor shall, within two Working Days, inform the Local Housing Authority that it has been notified by O&amp;S that it is ceasing support for any Service User following a positive decision to their asylum application. Such notification shall include the date from which the Local Housing Authority may have to support the relevant Service User.</li> </ol>	
<b>Volume of service</b>	1. As required.	
<b>Performance Standards</b>	1. Information provided to the Local Housing Authority within the specified times.	

Requirements		Tenderer Proposals
4.5.3	The Subcontractor shall manage anti-social and violent behaviour (including violent extremism) that occurs in accommodation it provides.	
<b>Related Information</b>	<p>1. The Subcontractor shall:</p> <ol style="list-style-type: none"> <li>a. Develop and implement an operations plan for the management of anti-social and/or violent behaviour by Service Users in accommodation provided by the Subcontractor under this Contract;</li> <li>b. Investigate and record all incidents of anti-social and/or violent behaviour by or affecting Service Users in accommodation provided by the Subcontractor under this Contract;</li> <li>c. Resolve whenever possible minor incidents of anti-social behaviour involving or affecting Service Users in accommodation provided by the Subcontractor under this Contract;</li> <li>d. Inform the relevant Local Authority / police of persistent anti-social and/or violent behaviour involving or affecting Service Users in accommodation provided by the Subcontractor under this Contract;</li> <li>e. Report to O&amp;S and provide supporting evidence of persistent anti-social and/or violent behaviour involving or affecting Service Users in accommodation provided by the Subcontractor under this Contract;</li> <li>f. Provide written reports, detailing such incidents, as required by the local RCMP, the police, the Local Authority or O&amp;S.</li> </ol>	
<b>Volume of service</b>	<p>1. As required.</p>	
<b>Performance Standards</b>	<p>1. Subcontractor establishes a mechanism (which is approved by O&amp;S, such approval not to be unreasonably withheld or delayed) to manage the anti-social and/or violent behaviour of Service Users as required.</p>	

4.6 Information Technology

Requirements	Tenderer Proposals
<p>4.6.1</p>	<p>The Subcontractor shall operate information technology (known hereon in as "IT") applications provided by O&amp;S for the management of the Contract.</p>
<p><b>Related Information</b></p>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall use information technology provided by O&amp;S to record details of accommodation, Service Users and other appropriate information as defined by O&amp;S. The Subcontractor must note that O&amp;S will continue to seek to improve its IT capabilities.               <ol style="list-style-type: none"> <li>a. The SIP will include applications, but not hardware, provided via the internet, secure email transfer or otherwise provided by O&amp;S;</li> <li>b. The Subcontractor acknowledges that the information technology systems used by the Authority shall be the Primary System of Record (ASYS) all other communication or data transfer shall be subordinate to these systems;</li> <li>c. Automated interfaces to the Subcontractor's systems may be developed to increase overall efficiency;</li> <li>d. The provision of these interfaces will be at the discretion of O&amp;S and shall be used in respect of the provision of the Services to the extent from time to time required by O&amp;S.</li> </ol> </li> <li>2. The operation, training requirement and processes around information technology systems used by the Subcontractor will be defined and developed by O&amp;S.</li> <li>3. The Subcontractor will only use such information technology systems for the purposes of fulfilling its obligations under this Contract and will not otherwise use, copy, reproduce, licence or exploit amend any such systems.</li> </ol>
<p><b>Volume of service</b></p>	<ol style="list-style-type: none"> <li>1. As required.</li> </ol>
<p><b>Performance standards</b></p>	<ol style="list-style-type: none"> <li>1. To be determined in accordance with Schedule 14 (Management Information).</li> </ol>

# ACCOMMODATION AND TRANSPORT STATEMENT OF REQUIREMENTS ANNEXES A TO E

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## Annex. A Dispersal

### A.1 Overview

- A.1.1 O&S expects that the substantial majority of dispersals shall take place within 9 Working Days of the Subcontractor receiving the relevant Accommodation Request. However, O&S may give notice of less than 9 Working Days (see 2.8.1).
- A.1.2 O&S will inform the Subcontractor each Working Day, assuming there are any Service Users to be dispersed to the Subcontractor:
- A.1.2.1 of the Service Users for dispersal;
  - A.1.2.2 the date by which an Accommodation Proposal should be submitted to O&S in respect of such Service Users (in most cases this will be 4 Working Days following the date of the Accommodation Request); and
  - A.1.2.3 the date on, or by which, such Service Users need to be dispersed to, and provided with accommodation by, the Subcontractor.
- A.1.3 O&S shall be entitled to provide more than one notification to the Subcontractor on any one Working Day. O&S shall be further entitled to withdraw an Accommodation Request at any time prior to the point at which the relevant Service User is collected by the Subcontractor for transporting to the relevant accommodation to be provided by the Subcontractor.
- A.1.4 The Subcontractor must submit Accommodation Proposals to O&S by the time required in the relevant Accommodation Request. O&S, acting reasonably, shall be entitled to approve or reject an Accommodation Proposal. In the event that it is rejected then O&S shall be entitled to terminate the relevant Accommodation Request or require the Subcontractor to submit an alternative Accommodation Proposal. The provisions of this Paragraph shall apply to such alternative proposal(s).
- A.1.5 The Subcontractor:
- A.1.5.1 shall (unless the relevant Accommodation Request is subsequently withdrawn by O&S)
  - A.1.5.2 accommodate the Service Users referred to in an Accommodation Request within the times defined by O&S in the Accommodation Request;

A.1.5.3 may use suitable Temporary Dispersal Accommodation, for up to a maximum of 20 Working Days, to house the relevant Service Users if they cannot be accommodated to a longer term accommodation.

A.1.5.4 shall inform O&S of Accommodation. If the Subcontractor will provide Temporary Dispersal Accommodation.

A.1.6 If O&S specifies the area within which the Service User is to be accommodated, the Temporary Dispersal Accommodation that is specified in the area as specified by O&S.

A.1.7 The Subcontractor shall keep O&S notified of any accommodation occupied by a Service User.

A.1.8 If the Subcontractor moves a Service User to a different accommodation, but the Service user refuses to move in to that address, the Subcontractor shall provide the Temporary Dispersal Accommodation until O&S can adjudicate as to the suitability of the accommodation. If O&S deems the accommodation to be unacceptable the Subcontractor shall continue to support the Service User until O&S can L accommodation (as agreed with O&S at the time of the referral).

**A.2 Dispersal**

- A.2.1 O&S will disperse Service Users if they are unable to remain in the area of their accommodation. Service Users will be dispersed within the region in which they are located.
- A.2.1.1 with the exception of those Service Users who are unable to remain in the area of their accommodation; dispersed across the other regions in line with O&S's policy.
- A.2.1.2 Service Users in London will be dispersed across the other regions in line with O&S's policy.

## Annex. B Standards

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

- B.1.1** There are 4 distinct levels for the standards of the accommodation to be provided for the use of Service Users. These levels are:
- B.1.1.1 Safe;
  - B.1.1.2 Habitable;
  - B.1.1.3 Fit for purpose;
  - B.1.1.4 Correctly equipped
- B.1.2** The Subcontractor is required to ensure that all accommodation used to accommodate Service Users under this Contract at all times meets the required standards set out in this Schedule 2. For the avoidance of doubt O&S shall have no responsibility whatsoever for any damage to or loss of any assets, premises or property of the Subcontractor which is caused by any Service User, and any such damage or loss shall not affect the Subcontractor's obligations to comply with the provision of this Contract.

### **B.2 Safe accommodation**

- B.2.1** The following criteria will result in accommodation being regarded as **Unsafe** and requiring the immediate vacation by the Service Users:
- B.2.1.1 Gas leak;
  - B.2.1.2 Structural instability;
  - B.2.1.3 Flooding or free standing water within the accommodation;
  - B.2.1.4 Water penetration through the structure of the accommodation resulting in pooling;
  - B.2.1.5 Damaged or friable asbestos linings or insulation products;
  - B.2.1.6 Fire damage;

- B.2.1.7 A health and safety assessment of Category A, B or C as applicable under Relevant Law.
- B.2.1.8 Electrical damage that could lead to fire or other injury

### **B.3 Habitable accommodation**

- B.3.1 The following criteria will result in the accommodation being regarded as uninhabitable having **Severe Defects** and requiring the emergency action by the Subcontractor:
  - B.3.1.1 No mains water supplied;
  - B.3.1.2 No gas supplied where gas is normally supplied;
  - B.3.1.3 No electrical power supplied;
  - B.3.1.4 Falling or unstable ceiling fabric;
  - B.3.1.5 Hole in or weakened floor;
  - B.3.1.6 Bare or exposed electrical wiring;
  - B.3.1.7 No operational smoke or fire alarms;
  - B.3.1.8 No operational hot water supply;
  - B.3.1.9 No operational space heating system;
  - B.3.1.10 Blocked drainage either inside or outside the accommodation that affects the accommodation;
  - B.3.1.11 Plumbing leaks that give rise to potential flooding within the accommodation or in other accommodation or property;
  - B.3.1.12 No valid gas and/or electrical certification;
  - B.3.1.13 Broken glazing; and
  - B.3.1.14 Ground floor windows and other accessible windows and any entrance doors that are not capable of being closed and locked.

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

- B.4.1 The following standards must be satisfied for accommodation to be regarded as fit for its intended purpose:

- B.4.1.1 The accommodation is of the type appropriate to be allocated to the Service User;
- B.4.1.2 The interior structure of accommodation and all fixtures and fittings safe and free from defects or artefacts that may pose a hazard to Service Users;
- B.4.1.3 Windows and balconies provide protection against falling for vulnerable occupants (as defined in Paragraph 1.2.1);
- B.4.1.4 Roofs, walls, and external windows and doors are weatherproof;
- B.4.1.5 Internal ventilation sufficient to prevent dampness and condensation and be adequate for energy consumption and waste air, smoke, fumes and gas extraction;
- B.4.1.6 Smoke and/or heat detectors fitted on each floor and in compliance with the relevant British Standards, Building Regulations and Local Authority requirements. In houses of multiple occupation detectors to be mains powered with battery backup and inter-linked to BS 5446 or its equivalent and to meet local Fire and Rescue Service requirements;
- B.4.1.7 CO detectors
- B.4.1.8 Doors and windows capable of being secured to the minimum standards recommended by the Police and the Association of British Insurers;
- B.4.1.9 All windows above ground floor level have restrictors where vulnerable occupants may be present;
- B.4.1.10 Drinking and other cold water supplies available at all times on demand and of sufficient pressure to operate heating installations;
- B.4.1.11 If a full space heating system is not installed then appropriate fixed heating appliances are fitted in the living areas.  
**Paraffin or bottled gas heating systems shall not be used;**
- B.4.1.12 Plumbing operational and leak free;
- B.4.1.13 In houses of multiple occupation adequate notice explaining action to be taken in the event of fire or other emergency and identifying fire emergency exits in the accommodation premises. Notices (which shall include diagrams showing emergency exits) are to be in a language the relevant Service User(s) understands or in such diagrammatic form that the relevant Service User(s) are capable of understanding irrespective of his/their ability to read in any language;

- B.4.1.14 In houses of multiple occupation all bathrooms, shower rooms, toilets, and bedrooms have locks capable of being locked from the inside;
- B.4.1.15 Kitchen fit out to include cupboard space within the constraints of the existing structure;
- B.4.1.16 Kitchen units easy to clean and maintain;
- B.4.1.17 Bathrooms equipped with a bath or shower, toilet, wash hand basin, all in working order and a towel rail;
- B.4.1.18 Floor covering in kitchens and bathrooms easy to clean and moisture resistant;
- B.4.1.19 The accommodation is free from pest infestation;
- B.4.1.20 The accommodation has a telephone line installed or is capable of having such a line installed.
- B.4.2 On move in of a Service User accommodation will not be regarded as fit for purpose if the internal and external aspects of the accommodation are not in good decorative order which shall include:
  - B.4.2.1 Paint or emulsion surfaces to be free of:
    - B.4.2.1.1 Significant holes and cracks in walls, ceilings, floors, doors and any plastered surface;
    - B.4.2.1.2 Extensive peeling, flaking or blistering;
    - B.4.2.1.3 Ingrained dirt which is not possible for the Service User to remove;
    - B.4.2.1.4 Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,
    - B.4.2.1.5 Signs of dampness and mould growth.
  - B.4.2.2 Wallpapered surfaces to be free of:
    - B.4.2.2.1 Holes and cracks in walls, ceilings and any plastered surface;
    - B.4.2.2.2 Ingrained dirt which is not possible for the Service User to remove;
    - B.4.2.2.3 Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,
    - B.4.2.2.4 Signs of dampness and mould growth.
- B.4.3 Wood surface to be cleaned.

- B.4.4 Wall tiles and floor tiles to be free of significant damage.
- B.4.5 Internal and external aspects of the accommodation clean prior to Service Users taking up occupancy:
  - B.4.5.1 Loose dust, debris and all refuse removed;
  - B.4.5.2 All surfaces including walls, tiling, sills, fireplace surrounds, worktops, interiors and exteriors of cupboards and drawers to be washed down, cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;
  - B.4.5.3 Floors and floor coverings to be washed down or cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;
  - B.4.5.4 Sinks, baths, shower units and other sanitary-ware to be cleaned, and free of stains and other material deposits and disinfected as appropriate;
  - B.4.5.5 Windows and frames to be washed down and disinfected and cleaned of deposits of grease or other natural and unnatural coatings and marks where appropriate.
- B.5 **Fit for purpose – Disabled persons**
  - B.5.1 The Subcontractor shall, when required, provide accommodation for disabled persons that is fit for purpose and can be used for their intended purpose by disabled Service Users in compliance with Relevant Law.
  - B.5.2 The Subcontractor shall ensure that accommodation provided for vulnerable persons, (as defined in Paragraph 1.2.1) is compliant with Relevant Law.

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

- B.6.1 The following standards must be satisfied in respect of the external structure and external areas directly associated with any accommodation for that accommodation to be regarded as fit for its intended purpose:
  - B.6.1.1 Within the boundaries of buildings where applicable:
    - B.6.1.1.1 Floors, doors, stairs, walls, ceilings, parapets, balustrades, hand rails free from defects or artefacts that may pose a hazard to people;

- B.6.1.1.2 Floors, doors, stairs, walls, ceilings, balustrades, stringers, panels and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned;
- B.6.1.1.3 Lifts maintained in accordance with manufacturers' specifications and in working order;
- B.6.1.1.4 Lighting in all areas in working order;
- B.6.1.1.5 Porch canopies and flat roof areas free of debris and organic matter;
- B.6.1.1.6 All drainage, guttering and other water channels in working order with no ponding of water, leaks or overflows;
- B.6.1.1.7 All areas free from pest infestation;
- B.6.1.1.8 Walls, stairway structures, ceilings and floors free from holes, cracks, loose plaster, spalling concrete and other surface structure defects as applicable;
- B.6.1.1.9 Doors, hatches and other coverings free from holes, securable where appropriate, and in proper operating order.
- B.6.1.2 Other areas:
  - B.6.1.2.1 Walkways and pavements, stairways and steps, walls, balustrades, hand rails free from defects or artefacts that may pose a hazard to people;
  - B.6.1.2.2 Walkways and pavements, stairways and steps, walls, ceilings, balustrades, and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned.

**B.7 Fit for Purpose – Delivery of emergency support tokens (ESTs)**

- B.7.1 In order to facilitate the delivery of emergency support tokens (ESTs) to Service Users on S95 support, the Subcontractor must ensure that:
  - B.7.1.1 Access to all properties is clearly marked;
  - B.7.1.2 All external door furniture is in good working order;
  - B.7.1.3 In HMOs, there is the provision of named and working bells or intercoms for each individual Service User unit;

B.7.1.4 There is provision for the secure deposit of calling cards.

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

- B.8.1 The Subcontractor agrees that this type of accommodation shall be that provided for families (other than families of IA Service Users accommodated in accordance with **B9** below). Exceptions to this requirement can only be made in the case of families sharing with the agreement of O&S in accordance with Paragraph C.1.4 of Annex C to this Schedule.
- B.8.2 The Subcontractor shall provide, where reasonably appropriate, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.
- B.8.3 The Subcontractor shall ensure that in each unit of self contained accommodation:
  - B.8.3.1 Child safety gates are fitted on each staircase (where children are accommodated in the relevant accommodation);

The facilities shall include at least:

Facility	Description						
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible.</p> <p>Showers are preferable to meet a wider range of cultural needs.</p> <p>Additional WCs to be provided wherever possible.</p>						
Kitchen	<p>Kitchen equipment to include:</p> <table border="1" data-bbox="1018 705 1101 1556"> <tr> <td data-bbox="1018 1153 1056 1556">Cookware and utensils</td> <td data-bbox="1018 705 1056 1153">Food preparation area</td> <td data-bbox="1018 250 1056 705">Hygienic worktops</td> </tr> <tr> <td data-bbox="1056 1153 1094 1556">Refrigerator</td> <td data-bbox="1056 705 1094 1153">Sink</td> <td data-bbox="1056 250 1094 705">Hygienic floor coverings</td> </tr> </table>	Cookware and utensils	Food preparation area	Hygienic worktops	Refrigerator	Sink	Hygienic floor coverings
Cookware and utensils	Food preparation area	Hygienic worktops					
Refrigerator	Sink	Hygienic floor coverings					

Facility	Description
Cooker and hood Broom Access to ironing facilities which may be arranged for local laundrette)	Dustpan and brush Clothes iron Cutlery and crockery Ironing board
Bedrooms	Facilities to include: Single beds or double beds to suit the composition of the Service Users 1 Wardrobe per room 1 Chest of drawers per room
Dining and living	Facilities to include: Table 1 Dining chair per Service User 1 Armchair or sofa seat per Service User

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

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

Item	Quantity	Item	Quantity
Bath Towel	1	Hand towels	1
Face Flannels	1	Tea towels	1

Item	Quantity	Item	Quantity
Sheets	2	Pillows and Pillow cases	2 of each
Blankets or duvet	2 or 1	Duvet covers	2

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

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

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

Facility	Description	
	Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local laundrette)	
Bedrooms	<p>Facilities to include:</p> <p>Single beds or double beds to suit the composition of the Service Users</p> <p>1 Wardrobe per room</p> <p>1 Chest of drawers per room</p>	
Dining and living	<p>Facilities to include:</p> <p>Table</p> <p>1 Dining chair per Service User</p> <p>1 Armchair or sofa seat per Service User</p>	
Bathroom	Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs;	At least 1 per 5 single Service users.
Kitchen	<p>Families shall be allocated their own bathrooms, no sharing with other families unless agreed by O&amp;S.</p> <p>Kitchens can be shared by single Service Users;</p> <p>Shared facilities shall include cupboards, a refrigerator and storage for cutlery, pots and pans;</p> <p>Families shall be allocated their own kitchens, no sharing with other families unless agreed by O&amp;S.</p>	<p>Additional WCs to be provide wherever possible.</p> <p>At least 1 per 5 Service Users.</p>

Facility	Description
Dining and living	Can be shared by single Service Users; Families shall be allocated their own dining and living space, no sharing with other families unless agreed by O&S.

B.9.1.3 In the case of unrelated individuals sharing accommodation, in accordance with Paragraph C.1.4 of Annex C to Schedule 2, those individuals may be considered to be the equivalent of a family unit for the purpose of sharing facilities.

B.9.2 The Subcontractor shall ensure that common parts are kept clean.

B.9.3 The Subcontractor shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.9.4 The Subcontractor shall provide personal linen for each Service User including:

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

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

B.10.1 The Subcontractor shall ensure that:

B.10.1.1 Shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard;

B.10. Unless otherwise stipulated, Service Users shall have equal and necessary access to facilities. The facilities shall include:

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

Facility	Description	Additional WCs to be provide wherever possible.
Dining and living	<p>wider range of cultural needs;</p> <p>Families (other than those comprising IA Service Users) shall be allocated their own bathrooms, no sharing with other families unless agreed by O&amp;S.</p> <p>The Subcontractor shall use reasonable endeavours to provide separate living and dining areas for use of families (save that this requirement shall not apply in respect of IA Service Users).</p>	

B.10.1.3 In the case of unrelated individuals sharing accommodation, in accordance with Paragraph C.1.4 of Annex C to Schedule 2, those individuals may be considered to be the equivalent of a family unit for the purpose of sharing facilities.

B.10.2 The Subcontractor shall ensure that common parts are kept clean.

B.10.3 The Subcontractor shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.10.4 The Subcontractor shall provide personal linen for each Service User including:

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

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

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

<b>Classification</b>	<b>Meaning</b>	<b>Response Time</b>
Immediate	Works (which are not Emergency, Urgent or Routine) which are necessary where the condition of the accommodation is such that there has been a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative accommodation <b>within 2 hours</b> of notification by the Service User or the Subcontractor becoming aware of the defect.
Emergency	Works (which are not Immediate, Urgent or Routine) which are necessary where the condition of the accommodation is such that there may be a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative accommodation <b>within 24 hours</b> of notification by the Service User or the Subcontractor becoming aware of the defect.
Urgent	Works (which are not Immediate, Emergency or Routine) which are necessary where the condition of the accommodation is such that there has been an adverse effect on the comfort of a Service User or is likely to lead to serious damage.	Investigate and make safe within the <b>1 Working Day</b> after notification by the Service User or the Subcontractor becoming aware of the defect and to affect a permanent repair or remedy <b>within 7 Working Days</b> of such a time.
Routine	Works (which are not Immediate, Emergency or Urgent) which are necessary to rectify the condition of the accommodation where the condition of the accommodation is such that, although defective having regard to the Subcontractor's obligations, the works can be deferred without causing serious discomfort or inconvenience to the Service User, or damage.	To be carried out <b>within 28 Working Days</b> of notification by the Service User or the Subcontractor becoming aware of the defect.

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

Classification	Example of Fault, Failure, Defect or Incident	Example of Fault, Failure, Defect or Incident
Immediate	<p>Gas leak</p> <p>Structural instability</p> <p>Fire Damage</p>	<p>Flooding or free standing water within the accommodation</p> <p>Water penetration through the structure of the accommodation</p> <p>Damaged or friable asbestos linings or insulation products</p>
Emergency	<p>Falling or unstable ceiling fabric</p> <p>Hole in or weakened floor</p> <p>Bare or exposed electrical wiring</p> <p>No operational hot water supply</p> <p>No operational space heating system</p> <p>Complete loss of mains water or electrical services, gas supply, etc.</p>	<p>Blocked drainage either inside or outside the accommodation that affects the accommodation</p> <p>Plumbing leaks that give rise to potential flooding within the accommodation of an adjacent, other property</p> <p>Partial loss of mains water or electrical services No operational smoke or fire alarms</p> <p>Ground floor windows and any entrance doors are not capable of being closed and locked, etc.</p>
Urgent	<p>Taps requiring new washers</p> <p>Door and windows requiring easing</p> <p>Broken glazing</p>	<p>Minor blockages and leaks in roof drainage No valid gas and/or electrical certification</p>
Routine	<p>Requirement for cleaning, etc. External repairs, etc.</p>	<p>Glazing repairs, etc.</p>

## **Annex. C Sharing & Relocation**

### **C.1 Criteria for the sharing of accommodation**

- C.1.1 The Subcontractor shall allocate accommodation to individuals and/or groups of individuals in accordance with the following criteria.
- C.1.2 The Subcontractor shall note that these criteria are in all cases subordinate to all Relevant Law and that the latter applies whenever variants arise.
- C.1.3 The Subcontractor may allocate accommodation such that the following may share the same sleeping quarters:
  - C.1.3.1 Husband and wife;
  - C.1.3.2 Persons who O&S has agreed may cohabit;
  - C.1.3.3 Related children of the same sex under 16 years of age;
  - C.1.3.4 Related children of different sexes under ten years of age (or 16 years of age where they are all IA Service Users);
  - C.1.3.5 Couple and one child under ten years of age (or 16 years of age where they are all IA Service Users);
  - C.1.3.6 Single parent and one child under ten years of age (or 16 years of age where they are all IA Service Users);
  - C.1.3.7 Couple or single parent and more than one of their children under the age of 16 (provided they are all IA Service Users).

Sleeping quarters must always be appropriately sized for the number of occupants and the occupancy of a room shall not exceed that specified in the appropriate space standard.

- C.1.4 The Subcontractor may allocate accommodation such that the following may share the same accommodation unit:
  - C.1.4.1 Unrelated couples;
  - C.1.4.2 Same sex, same language, single parent families where unrelated children over the age of ten years are of the same sex.

- C.1.5 The Subcontractor shall not accommodate:
- C.1.5.1 Unrelated adults of the opposite sex, in the same sleeping quarters, where O&S has not agreed that they may cohabit;
  - C.1.5.2 Individuals or groups of individuals in the same accommodation where O&S has specified that they should not share because of other constraints as defined and provided by O&S;
  - C.1.5.3 Individuals or groups of individuals within the same accommodation where this would be contrary to O&S's instructions issued for medical, disability-related or other reasons;
  - C.1.5.4 Individuals or groups of individuals within the same accommodation if the Local Authority, social services or primary or secondary care bodies advise otherwise.
- C.1.6 Sharing of Accommodation:
- C.1.6.1 Subject to Paragraph C.1.6.2, the Subcontractor shall not accommodate Service Users so that they share bedrooms, bathrooms or kitchens with persons not supported by O&S.
  - C.1.6.2 Service Users may share HMO accommodation with persons not supported by O&S who:
    - C.1.6.2.1 are in independent and self contained unit (i.e. within a separate and lockable self contained suite of accommodation including bedroom, bathroom and kitchen facilities, or within a separate wing of a building); or
    - C.1.6.2.2 are former Service Users who have been granted leave to remain in the UK since the date which was 12 months before the Contract Signature Date.
- C.2 **Criteria for the re-location of Service Users (other than IA Service Users)**
- C.2.1 Subject to the following provision of this Paragraph C.2, the Subcontractor may move Service Users (other than IA Service Users) under the care of the Subcontractor under this Contract:
    - C.2.1.1 To make more efficient and effective use of their property portfolio and reduce costs; and/or
    - C.2.1.2 To vacate the accommodation to allow for major pre-planned maintenance to the relevant accommodation.

- C.2.2 Any move of the type referred to in Paragraph C.2.1 must be necessary, reasonable and proportionate and carried out in accordance with the relocation guidance issued by O&S. O&S reserves the right to veto any incumbent moves that clearly contravene the Allocation Rules.
- C.2.3 Prior to making any such move the Subcontractor shall, by way of a Relocation Request, notify O&S of the details of the accommodation to which it proposes to move the relevant Service User(s). If the move is approved by O&S it shall confirm this to the Subcontractor by issuing a new Accommodation Request to the Subcontractor in respect of the relevant Service User(s). The Subcontractor shall then issue an Accommodation Proposal in respect of the relevant Service User(s) identifying the relevant accommodation as the accommodation to which the Service User(s) are to be moved and may move the relevant Service User(s) once the relevant Accommodation Proposal has been accepted by O&S in the usual way. Any such acceptance shall not imply that O&S agrees that the relevant accommodation satisfies the requirements of this Contract and the Subcontractor shall remain responsible for ensuring that all accommodation used to accommodate Service Users under this Contract complies with all requirements of this Contract.
- C.2.4 Without restricting the rights and obligations (contained elsewhere within this Contract) of the Subcontractor to move Service Users to different accommodation, no Service User may be moved more than twice in any 12 month period as a result of the Subcontractor exercising its rights under Paragraph C.2.1. The first move of a person who was an IA Service User under this Contract but who subsequently ceases to be an IA Service User while remaining a Service User shall, for these purposes be ignored, provided that the relevant move occurs within 20 Working Days of the person ceasing to be an IA Service User.
- C.2.5 Authorised relocations shall be managed, administered and conducted in accordance with Paragraphs 4.2.1, 4.2.4, 4.2.5 and 4.3.1 of Schedule 2;
- C.2.6 The Subcontractor shall give the incumbent Service User(s) at least 7 calendar days notice of any intended relocation except in the case of the accommodation being classified as Unsafe. The Subcontractor shall brief the Service User(s) fully on what will happen before and during the relocation in a language understood by the Service Users.
- C.2.7 Occasions may arise when the Subcontractor may need to move the Service User as a matter of urgency, e.g. the property has become Unsafe, a Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Subcontractor shall relocate the Service Users immediately but shall notify O&S at the earliest opportunity. In all such cases the move shall be managed, administered and conducted in accordance with Paragraphs 4.2.1, 4.2.4, 4.2.5 and 4.3.1 of Schedule 2.

C.2.8 The Subcontractor shall refer to O&S any relocation request from a Service User.

C.3 Not used.

SCHEDULE 3

REPORTING REQUIREMENTS

Item Number	MI Document Title	MI Contents and description	Format	Frequency
1	<b>Accommodation</b>			
1.1	Pre-move inspection report	Copies of all pre-move inspection in the given payment period	Narrative Document	Daily
1.2	Property Schedule	Master list of all properties under the management of the Provider to include: (updated via R99 process via process) Address Postcode Local Authority Area Bedspace size Whether HMO or not Whether the HMO is registered or not Person specification (name, nationality, date of birth, NASS reference) Placement start date Provider's contact details for property Sub Contractor details Industry Sector (e.g. private landlords, housing associations, and other social landlords, Local Authorities) Any properties which have been terminated / handed back to the landlord and details of any new procurements	Excel & PDF	Daily via the R99 Process
1.3a	Terminated and new properties		Excel & PDF	Daily
1.3b	Monthly inspections and maintenance schedules	Copies of inspection reports, sight of maser spreadsheet detailing each property and date last inspected	Narrative document	Daily

**MI Contents and description**

**Format**

**Frequency**

**MI Document Title**

**Item Number**

Item Number	MI Document Title	MI Contents and description	Format	Frequency
1.3c	Gas, Electric & HHSRS Certs including HMO Licenses and PAT testing, fire safety assessment record	Details of all inspections, dates of last check and renewal dates. Certificates need to be available via a scanned document copy.	Excel & Scanned files	On renewal
1.4	Relocations	Date and explanation of reason for relocation	Excel	Daily
1.5	Not used			
1.6	Property visits	Details of all visits to DA and TDA	Excel	Daily
1.7	Absconction of SU's	Details of any absconction by SU	Excel	Daily
1.8	Move In's/Out's	Details of all move ins and move outs	Excel	Daily
2	<b>General</b>			
2.1	Key personnel	Details of staff roles, mandatory training, CRB and CTC check no and renewal due dates for all staff	Narrative document	Pay Period
2.2	Not used			
2.3	Contingency Plan	The Plans will cover every element of this service	Narrative document	Initially before Contract Effective Date and then jointly reviewed every 6 months
2.4	Complaints	This will detail the nature of the complaint, the source, the outcome with the relevant dates.		Daily

Item Number	MI Document Title	MI Documents and description	Format	Frequency
3	Not used			
3.1	Not used			
4	<b>Business as Usual</b> Invoicing and reconciliatio. (Dispersal accom, nodation)	Prov, submit daily reports to the Authority outlining any	Excel	Daily
4.1		the R99 rep.		
4.2	Monitoring a Reporting Services	is that include the scen. out in the Statement of	Narrative document	Pay Period
5	<b>Commercial</b>			
5.1	Attendance of Corporal Partner Events	daily record	Excel	Pay Period
5.2	Service Improvement Propos	actions and required to complete the contract. The provider is required to complete the chart of all	As appropriate	Pay Period Quarterly
5.3	Not used			
5.4	Strategic Action Log	All actions by the strategic management team	Excel	Quarterly

Item Number	MI Document Title	MI Contents and description	Format	Frequency
5.5	Financial Report	To include the following: 1. Overall accommodations costs 2. Overall management costs	Excel	Quarterly

## Schedule 4

### Exit Management and Hand Over

#### Part A: Exit Management Plan

##### 1 Purpose of Schedule

This Schedule sets out provisions which relate to exit management and handover.

##### 2 The Exit Management Plan

2.1 The Subcontractor shall write and execute an Exit Management Plan.

2.2 The Exit Management Plan should be written and executed to complement the principles set out within Schedule 3 (*Mobilisation and Transition*) of the O&S Contract.

2.3 The draft Exit Management Plan shall include (without limitation) the following:

- (a) a list, by reference to each part of the Services, of the staff resources and key personnel (if any) used to provide such Services;
- (b) a detailed programme for the transfer process for use in conjunction with the Authority, Serco and/or O&S or (as the case may be) a Successor Contractor in the event that the Services (or their equivalent or any part thereof) are to be transferred to the Authority, Serco and/or O&S or (as the case may be) a Successor Contractor including details of:
  - (i) the means to be used to ensure an orderly and prompt transfer of responsibility for providing the relevant Services to the Successor Contractor while maintaining continuing provision of the Services throughout the transfer process or until the cessation of the Services (or their equivalent or any part thereof);
  - (ii) the process for transferring to a Successor Contractor any Service Users to which accommodation is being provided by the Subcontractor at the time of termination (assuming that O&S and/or Serco and/or the Authority or (as the case may be) the Successor Contractor will implement the physical transfer of such Service Users);
  - (iii) the process for handing responsibility for any work in progress and/or ongoing liabilities to the Successor Contractor;
  - (iv) the management structure to be employed during any transfer; and

- (v) arrangements for the assignment or novation of contracts of the Subcontractor to O&S, Serco and/or the Authority or, if either party so directs, the Successor Contractor;
- (c) plans for communication with the Subcontractor's, Serco's, O&S's and the Authority's staff, and suppliers and Service Users to avoid any detrimental impact on the Authority's, Serco's or O&S's operations as a result of undertaking the transfer;
- (d) rules and procedures which will be adopted by the Subcontractor so as to ensure that it does not make inappropriate use of, or gain an unfair advantage as a result of, any information gained by the Subcontractor during any process for the re-tender of the Services (or their equivalent or any part thereof); and
- (e) plans for the provision of contingent support to O&S, Serco and/or the Authority or the Successor Contractor for a reasonable period after transfer for the purposes of providing services replacing the Services.

2.4 Once the Exit Management Plan has been agreed in accordance with Clause 13 of this Contract, it shall be annexed at Appendix A to this Schedule 4.

#### Part B: Hand Over Arrangements

##### 1. General Obligations

3.1  
GF 1.1  
During the Hand Over Period, the Subcontractor shall, without prejudice to any other provisions in this Contract:

- (a) provide such assistance, in accordance with such timetable as O&S, Serco and/or the Authority may reasonably require, for the purpose of facilitating an efficient, effective and fair re-tender of the provision of the Services (or any part of them), such assistance to include effective co-operation with a gradual hand over of Service Users from the Subcontractor to O&S, Serco and/or the Authority or a Successor Contractor in the three months prior to termination or expiry of this Contract;
- (b) take all reasonable steps to ensure that, on the termination or expiry of this Contract:
  - i) there is an efficient and seamless transfer of the Services (or any applicable part of them) to O&S, Serco, the Authority or a Successor Contractor; or
  - ii) (at the request of O&S, Serco and/or the Authority) there is an orderly cessation of the Services (or any applicable part of them); and
- (c) implement and comply with the Exit Management Plan as and when required to do so by O&S.

GF  
1-2  
3-2

The Subcontractor shall not at any time knowingly or recklessly do or omit to do anything which may adversely affect the ability of the Authority, Serco or O&S to ensure:

- (a) an orderly and prompt transfer of the Services (or any applicable part of them) to O&S, Serco, the Authority or a Successor Contractor; or
- (b) an orderly cessation of the Services

in each case upon the termination or expiry of this Contract.

#### Provision of Information and Assistance

Without limiting the generality of Paragraph 1 of this Part B, the Subcontractor shall in accordance with such timetable and (in relation to information) in such format as O&S, Serco and/or the Authority may reasonably specify:

- (a) provide the following information to O&S (and if required, Serco and/or the Authority) and the Successor Contractor:
  - i) all information reasonably required by O&S, Serco and/or the Authority in respect of all individuals employed or engaged by the Subcontractor and its sub-contractors in the provision of the Services including (but not limited to):
    - (aa) the total number of employees and total number of contractors (including consultants, temporary and freelance staff not treated as employees by the Subcontractor);
    - (bb) the number of full time equivalent employees and contractors;
    - (cc) details of the terms and conditions under which the employees and contractors are engaged;
    - (dd) the total monthly payroll cost in respect of employees;
    - (ee) the total monthly expenditure by the Subcontractor on contractors; and
    - (ff) copies of Criminal Records Bureau (or the applicable Northern Ireland equivalent) disclosures in respect of all employees;
  - ii) all information reasonably required by O&S, Serco and/or the Authority for the purposes of notification under Regulation 11 of TUPE (but not limited to):
    - (aa) the identity, date of commencement of employment, date of birth, job title, job description, remuneration and benefits packages including pension schemes, accrued holiday entitlement and terms and conditions of employment of any employees then wholly or substantially employed by

the Subcontractor or its sub-contractors in the provision of the Services (or any part thereof), and

- (bb) as to any disputes or potential disputes arising in connection with the employment of those employees of which the Subcontractor is aware;
- (iii) copies of all current Sub-contractors Agreements which the Subcontractor has entered into with a sub-contractor (including Material Sub-contractors) for the purposes of this Contract;
- (iv) details of any changes to the information referred to in sub paragraphs (i) to (iii) above which occur between the date on which the relevant information is provided and the date on which this Contract expires or (where relevant) terminates (such details to be provided by the Subcontractor as soon as reasonably practicable after each change) or the Subcontractor anticipates are likely to occur between the date on which the relevant information is provided and the date on which this Contract is then anticipated to expire or (where relevant) terminate; and
- (v) details of all Service Users in respect of whom the Subcontractor is providing the Services, including (but not limited to):
  - (aa) the name and address of the Service User; and
  - (bb) any health, educational or other special requirements of Service Users which are relevant to the types and levels of services which can be provided to them;
- (b) update the information provided in accordance with sub paragraph (a) above as and when required by O&S, Serco and/or the Authority acting reasonably;
- (c) allow O&S, Serco, the Authority or any potential Successor Contractor to conduct a due diligence process with respect to all aspects of the provision of the Services by the Subcontractor;
- (d) promptly and fully answer all questions about the Services which may reasonably be asked by the Authority, Serco or O&S or any potential Successor Contractor; and
- (e) procure that such employees of the Subcontractor or any Associate of the Subcontractor attend, participate in and present to such meetings with the Authority, Serco and/or O&S and/or any potential Successor Contractors in each case to the extent and in the manner reasonably required by O&S, Serco and/or the Authority.

The Subcontractor shall be deemed to warrant that any information provided by the Subcontractor for the purposes of any tender process relating to the Services (or their

4.2  
CoF 2.1

equivalent or any part thereof) and/or any transition to a Successor Contractor (including without limitation the information provided pursuant to Paragraphs 2.1(a) and (b)) is true and accurate in all material respects as at the date on which it is provided.

GF 2.3  
4.3  
The Subcontractor acknowledges and agrees that O&S, Serco and the Authority shall be entitled to use all information provided under Paragraph 2.1 for the purposes of any tender exercise in which O&S, Serco and/or the Authority seeks tenders for the provision of the Services (or their equivalent and/or any part thereof) and, in this context, shall be (notwithstanding the provisions of Clause 29 of the Contract) entitled to disclose such information to potential Successor Contractors.

GF 3.5  
5.1  
GF 3.1  
**Transfer of sub-contracts with Material Sub-contractors**

To the extent required by O&S, Serco and/or the Authority, the Subcontractor shall ensure that during the Hand Over Period, the Subcontractor shall co-operate with O&S, Serco and/or the Authority in taking all steps which O&S, Serco and/or the Authority reasonably requires for the purposes of transferring the ongoing rights and obligations of the Subcontractor under any Termination Transferring Contracts to O&S, Serco and/or the Authority or (if the Authority, Serco or O&S so directs) a Successor Contractor with effect from the date of a Termination Transfer.

5.2  
GF 3.2  
The Subcontractor warrants, represents and undertakes that:

- (a) the Subcontractor shall comply with all of its obligations under its sub-contracts with Material Sub-contractors which fall to be performed prior to Termination Transfer;
- (b) on Termination Transfer, the Subcontractor shall indemnify O&S, Serco, the Authority (and any Successor Contractor) for any liabilities of the Subcontractor under any Termination Transferring Contracts which fall to be performed prior to Termination Transfer and/or which may have accrued but not then become due under any Termination Transferring Contract;
- (c) as and when required by O&S, Serco or the Authority (acting reasonably) the Subcontractor shall:
  - (i) provide O&S, Serco or the Authority (as applicable) with a file containing full, complete and up to date copies of all Termination Transferring Contracts then in existence; and
  - (ii) update the file referred to in sub paragraph (c)(i) above to include copies of all Termination Transferring Contracts in existence at the date on which such update is provided; and
- (d) the file referred to in sub paragraph (c)(i) above (as updated) will contain full, complete and accurate copies of all Termination Transferring Contracts in existence at the date

on which such file or, as appropriate, update is provided to O&S, Serco or the Authority under sub paragraph (c) above.

#### *Third party rights*

5.3  
GF 3.3  
Notwithstanding any other clause or provision of this Contract, any Successor Contractor referred to in this paragraph 3 of this Schedule may enjoy the benefit and enforce the terms of this paragraph 3 of this Schedule in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, the parties to this Contract do not require the consent of any such third party to rescind or vary this Contract at any time, even if that variation or rescission affects the benefits conferred on such third party.

#### Hand Over of Documentation, Software and Authority Tangible Property

GF 4  
6  
6.1  
GF 4.1  
On the expiry or termination of this Contract (howsoever caused) or if earlier when required to do so in accordance with the Exit Management Plan from time to time in force, the Subcontractor shall deliver to O&S, Serco and/or the Authority (or as the relevant party directs) at such location or locations within the United Kingdom as O&S, Serco and/or the Authority may nominate for this purpose:

- (a) any documents and data (whether in hard copy or electronic format (and where the latter, in such format as O&S, Serco and/or the Authority may reasonably specify) in the possession or control of the Subcontractor and/or its subcontractors which relate to this Contract, including (without limitation):
- i) all stocks of any booklets, leaflets or information packs of O&S, Serco or the Authority which are held by or on behalf of the Subcontractor;
  - ii) any software provided by O&S, Serco and/or the Authority to the Subcontractor and/or any of its sub-contractors for use in connection with the Services;
  - iii) any data concerning any Service Users and which is obtained by the Subcontractor in the course of the delivery of the Services;
- (b) all Interim Support Tokens supplied to the Subcontractor by O&S and which have not been properly issued to Service Users.

GF 4.2  
6.2  
The Subcontractor shall at all times during the Handover Period continue to ensure that its obligations regarding security as set out in Clause 26 and Schedule 21 (*Security Requirements*) are adhered to.

#### Transfer of Employees

GF 5  
Application of TUPE Regulations on exit

Z1  
GF 5.1

In the event of the cessation of the performance of the Services or any part of the Services by the Subcontractor under this Contract, the provisions of TUPE may apply to transfer an employee or employees of the Subcontractor or its sub-Subcontractors to O&S, Serco, the Authority, a Successor Contractor or Successor Contractors or its or their sub-contractors. If TUPE shall have effect (in the reasonable opinion of O&S, Serco or the Authority (as applicable)), the following provisions of this Schedule shall apply.

Z2  
GF 5.2

O&S shall notify the Subcontractor as soon as reasonably practicable before the date of cessation of the performance of the Services or any part of the Services by the Subcontractor under this Contract, of the identity of the Successor Contractor or Successor Contractors or, where relevant, its or their sub-contractors.

Z3  
GF 5.3

The Subcontractor shall during the period of six months prior to a Transfer Date or, where notice of termination is served by either party, during the period between the date upon which notice is served and the Transfer Date, upon reasonable request by O&S, Serco and/or the Authority and subject to compliance with the Data Protection Act 1998:

- (a) provide O&S, Serco, the Authority and the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) with access (on reasonable notice and during normal working hours) to such relevant employment records as they may reasonably require as being necessary to put in place administrative arrangements for the transfer of Transferring Employees employed by the Subcontractor or its sub-contractors on the Transfer Date; and
- (b) allow O&S, Serco, the Authority and the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) to have copies of any such documents;

and where the Transferring Employees are employed by sub-contractors, the Subcontractor will use all reasonable endeavours to procure the same.

Z4  
GF 5.4

The Subcontractor shall provide all original records relating to the Transferring Employees to O&S, Serco, the Authority or the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) on the Transfer Date (and where the Transferring Employees are employed by sub-contractors, the Subcontractor will use its reasonable endeavours to procure the same).

Z5  
GF 5.5

O and the Subcontractor acknowledge and accept that under TUPE, the contracts of employment of each Transferring Employee will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE) from the Transfer Date as if originally made between the Transferring Employees and O&S, Serco, the Authority or Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) (as applicable).

26  
GF S.6

In the event that any person challenges the reasonable opinion of the Authority, Serco, or O&S that there is a relevant transfer (or establishes that there is not), the parties nevertheless agree (and O&S shall use all reasonable endeavours to procure that any Successor Contractor and where relevant the Authority and/or Serco will agree) to apply the provisions of this paragraph 5 of this Schedule as though TUPE did so apply (which shall include without limitation the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) agreeing to employ the Transferring Employees on substantially the same terms and conditions of employment (except in relation to occupational pension scheme benefits which would be excluded under Regulation 10 of TUPE (if applied)) as those under which they were employed by the Subcontractor or its sub-contractors. For the avoidance of doubt, nothing in this Paragraph 5.6 shall oblige O&S to state that it is its reasonable opinion that there is a relevant transfer.

27  
GF S.7

The Subcontractor undertakes (and will procure that its sub-contractors will undertake) to the Authority, Serco, O&S and/or any Successor Contractor:

- (a) that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Transferring Employees up to the Transfer Date;
- (b) to pay to or in respect of the Transferring Employees all sums to which they are entitled up to the Transfer Date including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Transfer Date;
- (c) to comply in all respects with Regulation 13 (or any successor provision or provisions relating to the provision of information to and consultation with employees affected by the transfer) of TUPE (and to provide to the Successor Contractor such information that the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) may reasonably request in writing in order to verify such compliance); and
- (d) to comply in all respects with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

28  
GF S.8

In respect of the Transferring Employees there shall be apportioned as at the Transfer Date pro rata all emoluments and outgoings (including without limitation all wages, bonuses, PAYE, and employers' NICs) in respect of any period up to the Transfer Date and on and after the Transfer Date between the Subcontractor, O&S (or Serco or the Authority) and/or the Successor Contractor, with the Subcontractor being responsible for the period up to the Transfer Date and O&S (or Serco or the Authority) and/or the Successor Contractor being responsible for the Transfer Date and the period thereafter.

7.9  
GFS-8

The Subcontractor shall indemnify O&S, Serco, the Authority and the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) against all losses, costs, liabilities, expenses, actions, proceedings, claims and demands arising out of or in connection with:

- (a) any failure by the Subcontractor to comply with its obligations under paragraphs 5.7 and 5.8 of this Schedule;
- (b) any claim or other legal recourse brought by or on behalf of all or any of the Transferring Employees in respect of any fact or matter concerning or arising from employment with or termination of employment by the Subcontractor prior to the Transfer Date;
- (c) any claim or other legal recourse brought by or on behalf of any of the Subcontractor's (or the Subcontractor's sub-contractors') employees (other than Transferring Employees) in respect of any fact or matter concerning or arising from employment with the Subcontractor (or the Subcontractor's sub-contractors) or the termination of that employment; and
- (d) any claim or demand or other legal recourse against O&S, Serco, the Authority or the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) by any employee of the Subcontractor (other than Transferring Employees) who claims (whether correctly or not) that O&S, Serco, the Authority and/or the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) has inherited liability from the Subcontractor in respect of them by virtue of TUPE.

7.10  
GFS-10

O&S shall and shall procure that the Authority or Serco shall (if applicable) procure that the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) will indemnify the Subcontractor against all losses, costs, liabilities, expenses, actions, proceedings, claims and demands arising out of or in connection with:

- (a) any claim or other legal recourse brought by or on behalf of any Transferring Employee arising out of the resignation of such Transferring Employee before the Transfer Date on account of substantial detrimental changes to his contract of employment that will occur or that he reasonably believes will occur after the Transfer Date;
- (b) any claim or other legal recourse brought by or on behalf of all or any of the Transferring Employees in respect of any fact or matter concerning or arising from employment with or termination of employment by the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) on or after the Transfer Date; and

- (c) any failure by the Successor Contractor (or Successor Contractors or, where relevant, its or their sub-contractors) to provide sufficient information to the Subcontractor to enable it to comply with its obligations under Regulation 10 of TUPE.

ZAT  
GFS.11

The parties agree and O&S shall and shall procure that the Authority or Serco shall (if applicable) procure the Successor Contractor's (or Successor Contractors' or, where relevant, its or their sub-contractors') agreement that if any employee of the Subcontractor (or a sub-contractor of the Subcontractor) (other than a Transferring Employee) should claim to be employed by a Successor Contractor (or where relevant its sub-contractor) or that liabilities connected with his employment or the termination of that employment by the Subcontractor (or a sub-contractor of the Subcontractor) as a result of the Subcontractor or its sub-contractors ceasing to provide the Services and the provisions of TUPE:

- (a) the Successor Contractor (or where relevant its sub-contractor) will, upon becoming aware of such claim, notify the Subcontractor within 7 days and allow the Subcontractor the period of 28 days either to offer employment to that person or take such other steps so as to effect a written withdrawal of the person's claim to be employed by the Successor Contractor (or where relevant its sub-contractor);
- (b) in the event that the person is accepted into employment by the Subcontractor, the Successor Contractor (or, where relevant, its sub-contractor) shall immediately release that person from its employment;
- (c) in the event that the person's claim that they are employed by the Successor Contractor (or, where relevant, its sub-contractor) is not withdrawn or resolved within 28 days of the Subcontractor being notified, the Successor Contractor (or where relevant its sub-contractor) may terminate that person's employment within 7 days of the 28 day period expiring and in such circumstances,

the Subcontractor will indemnify and keep indemnified the Successor Contractor (or where relevant its sub-contractor) against all losses, costs, liabilities, expenses, actions, proceedings, claims and demands arising out of or in connection with:

- (i) the person's salary and benefits up to and including the date of termination of employment; and
- (ii) the termination of such person's employment by the Successor Contractor (or, where relevant, its sub-contractor) but excluding any losses, costs, liabilities, expenses, actions, proceedings, claims and demands arising out of or in connection with any claim of discrimination by the Successor Contractor (or, where relevant, its sub-contractor).

*Restrictions on staffing changes*

Z.12  
GF 5.12

The Subcontractor undertakes to O&S, (and Serco and the Authority) and any Successor Contractors (and their respective sub-contractors) that, in the period beginning with the start of the Hand Over Period and ending with the Transfer Date (or the last Transfer Date where there are several), the Subcontractor shall not, and shall procure that its sub-contractors shall not, other than in the ordinary course of business (to include but not limited to any steps reasonably considered necessary by the Subcontractor to comply with the provision of the Services) (or if not within the ordinary course of business, without the prior written consent of O&S, such consent not to be unreasonably withheld or delayed):

- (a) replace, accumulatively, a material number of the persons listed in the Subcontractor's Provisional Staff List, deploy or assign any other person to perform the Services or increase the number of employees engaged in the performance of the Services or terminate or give notice to terminate the employment or contracts of any persons on the Subcontractor's Provisional Staff List; or
- (b) make, propose or permit any material changes to the terms and conditions of employment or engagement of or benefits contingently or prospectively payable to or in respect of any persons likely to transfer to O&S, Serco, the Authority and any Successor Contractors (and their respective sub-contractors) on a Termination Transfer (including without limitation those listed on the Subcontractor's Provisional Staff List) where such change may reasonably be viewed as detrimental from an employer's perspective; or
- (c) increase to any significant degree the proportion of working time spent on the Services by any of the personnel of the Subcontractor or as the case may be its sub Subcontractor(s); or
- (d) introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person likely to transfer to O&S, Serco, the Authority and/or a Successor Contractor (or its sub-contractor(s)) on a Termination Transfer (including without limitation those listed on the relevant Subcontractor's Provisional Staff List).

*Third parties rights*

Z.13  
GF 5.13

Notwithstanding any other clause or provision of this Contract, any third party referred to in this paragraph 5 of this Schedule may enjoy the benefit and enforce the terms of this paragraph 5 of this Schedule in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, the parties to this Contract do not require the consent of any such third party to rescind or vary this Contract at any time, even if that variation or rescission affects the benefits conferred on such third party.

GF 6

**Provision of Services During the Hand Over Period**

Unless O&S otherwise requires, during the Hand Over Period, the Subcontractor shall continue to provide the Services, satisfy the Key Performance Indicators and ensure that there is no degradation in the standard to which the Services are provided, up to the date of termination or expiry of this Contract.

GF 7

**Miscellaneous**

GF 7.1

9.1 For the avoidance of doubt, neither O&S nor any Successor Contractor shall assume any liability and/or responsibility for any act or omission and/or any contract, agreement, arrangement, assignment or order entered into by the Subcontractor and/or any of its sub-Subcontractors on or prior to the termination of this Contract.

GF 7.2

9.2 The Subcontractor shall, on and after the date of any notice to terminate this Contract, mitigate, as is reasonable in the circumstances, any losses, costs, liabilities and expenses which the Subcontractor may incur or suffer arising from such termination.

GF 7.3

9.3 On termination of the Contract for any reason, both O&S and the Subcontractor shall comply with any current guidance on the protection of public sector pension rights.

**APPENDIX A**

Draft Exit Management Plan

[To be inserted following contract award]

## SCHEDULE 5

### SERVICE CHARGES

#### Scope

This schedule sets out the charging arrangements, including the pricing mechanism and the process with which the Subcontractor must comply, in order for O&S to pay the amounts due under this Contract promptly.

#### Part A: Payments and Administration

### 1 INVOICING

#### 1.1 SUBMISSION OF INVOICES

- 1.1.1 The Subcontractor shall submit invoices in respect of the Services on the third Thursday of each calendar month.
- 1.1.2 Monthly invoices shall be submitted in respect of sums payable in accordance with Part C to this Schedule.
- 1.1.3 O&S will provide details of the Services to be invoiced during the Payment Period, by email to the Subcontractor at least three Working Days before the relevant invoice is due. The Subcontractor shall check these details and agree any proposed variations to them with O&S, in advance.
- 1.1.4 Once agreement has been reached in accordance with paragraph 1.1.3 above, the Subcontractor shall raise an invoice replicating the agreed information. Any discrepancies between the agreed details and the invoice submitted may result in delayed payment.
- 1.1.5 Each invoice shall clearly state:
  - a) The Payment Period to which the invoice applies;
  - b) The Service Areas to which the invoice relates, whether on one invoice or multiple;
  - c) Not used;
  - d) The relevant purchase order number;
  - e) The relevant Management Information, as specified in Schedule 14 (*Monitoring and Management Information*) in evidence of all costs being invoiced; and
  - f) The VAT applicable.





pay interest charges of 1% above the then-current Bank of England base rate, on a pro-rata basis, from the expiry of the specified Payment Period until such time as payment is made.

## 2 REPORTING REQUIREMENTS

- 2.1 All payments from O&S are predicated on the basis of supporting information, including the reports set out in Schedule 14 (Monitoring and Management Information), being received. The Subcontractor acknowledges that failure to provide this information in accordance with Schedule 14 (*Monitoring and Management Information*) (which includes various requirements including report content, format and frequency) may significantly delay payment and/or limit the ability of O&S to pay.
- 2.2 The Subcontractor is obliged to ensure that all supporting information contained with the Management Information is accurate and understands that in the event that O&S deems that is not accurate, then O&S may exercise its right under Clause 8 of the Contract and Schedule 13 (*Performance Regime*).
- 2.3 The Subcontractor shall provide those financial reports which are required for Strategic Relationship Management meetings, as set out in Schedule 7 (*Contract Management Regime*).

## 3 VARIATION OF CHARGES

- 3.1 Notwithstanding the Continuous Improvement efficiency requirement set out in Schedule 6 (*Continuous Improvement*), the mechanisms set out within this Schedule 5 by which the Monthly Service Payments are calculated shall be fixed until the third anniversary of Contract Effective Date. Thereafter they shall be reviewed annually on the anniversary of the Contract Effective Date, following the review procedures set out within Schedule 7 (*Contract Management*).
- 3.2 After the third anniversary of Contract Effective Date, at the 1st day of the month following the month in which the anniversary of the Contract Effective Date falls ("**Indexation Review Date**"), the relevant Monthly Service Payment for the period from (and including) that Indexation Review Date until (but excluding) the next Indexation Review Date (the "**Indexed Monthly Service Payment**") shall be determined in accordance with the following formula:

$$MSP_{mT} = MSP_{m-1} \times \left\{ \frac{RPIX_n}{RPIX_{n-1}} - 2\% \right\}$$

Where:

$MSP_{mT}$  is the Indexed Monthly Service Payment

$MSP_{m-1}$  is the Monthly Service Payment applicable immediately before the relevant Indexation Review Date.



RPIx<sub>n</sub> the level of RPIx published for the month of February preceding the relevant Indexation Review Date

RPIx<sub>n-1</sub> the level of RPIx published for the month of February preceding the previous year's Indexation Review Date.

RPIx means the Retail Price Index as published from time to time in (in respect of all items other than mortgage interest payments) of Business Monitor (MM23) published by the Office for National Statistics or such index in such other journal as shall replaces such table

And  $\left\{ \frac{\text{RPIX}_n}{\text{RPIX}_{n-1}} - 2\% \right\} \leq 7\%$

For the avoidance of doubt:

- the figures published for February shall be used to provide 3 months to allow for publication of RPIx in time to agree indexation at the next Indexation Review Date.
- The Authority shall be using RPIx as the 'index'
- There shall be no inflationary increase paid until any such increase is made in accordance with the terms of the Prime Contract (although the Monthly Service Payment could potentially go down due to efficiencies).
- Thereafter, any inflationary increases will take place at the same time as any inflationary increase under the Prime Contract. For the corresponding fourth year of the Contract, there is an indexation calculation which takes into account the change in RPIx over the previous twelve months, minus 2%.
- For the corresponding 5th, 6th and 7th years of the Contract, the inflation calculation refers to the change in RPIx over successive twelve month periods, rather than to the change in RPIx since the beginning of the Contract.
- The 7% capped increase is applicable each year, after the corresponding fourth year of the Contract

3.3 Any proposed increase in the Monthly Service Payment shall be offset by any opportunities to mitigate such increase under the efficiency savings requirement, the principles of which are outlined within Schedule 6 (*Continuous Improvement*).

3.4 Where O&S approves a variation of the Services or the Monthly Service Payment, it shall do so using the governance process set out within Schedule 16 (*Contract Change Control*).

3.5 The Subcontractor shall proactively review and assess the Services and associated Monthly Service Payment for Continuous Improvement opportunities. Any recommendations that the Subcontractor wishes to make for Continuous Improvement should be done so in accordance with Schedule 6 (*Continuous Improvement*).

## 4 CALCULATION OF PAYMENTS

### 4.1 OVERVIEW

4.1.1 The total Monthly Service Payment payable to the Subcontractor shall consist of the individual costs for each Service and be calculated in accordance with the following equation:

$$\text{MSP} = \text{MSPA (Equation 1)},$$

Where:

- a) MSP = the total Monthly Service Payment payable in respect of the Services.
- b) MSPA = the Monthly Service Payment payable in respect of the Accommodation Services.

### 4.2 CALCULATION OF THE MONTHLY SERVICE PAYMENT

4.2.1 To calculate each of the Service Areas listed within 4.1.1 (i.e. MSPiA, MSPA), the following formula needs to be applied.

$$\text{MSPn} = \text{MSCn} + \text{VRPn (Equation 2)},$$

where:

- a) MSPn is the Monthly Service Payment for the Payment Period for the Services to which the formula is to be applied;
  - b) MSCn is the Monthly Service Charge (if any) for the relevant Services, which is applicable to the relevant Payment Period.
  - c) VRPn is the sum of Volume Related Payments (if any) based on O&S-requested Services, in accordance with the pre-agreed unit rates specified for that specific Service.
- 4.2.2 During the month in which the Services commence, and in the last month of the Contract, a pro rata adjustment shall be made to reflect the actual number of days in the relevant month from and including 1 July 2012 and up to and including the last day of the Term, respectively.
- 4.2.3 The Monthly Service Payments as stated in Appendices B - E shall be payable from the commencement of the Transition Period, unless both Parties agree to change the Monthly Service Payments in accordance with the provisions of this Schedule 5 (*Service Charges*) and Schedule 16 (*Contract Change Control*).
- 4.2.4 All Subcontractor costs in relation to this Contract are provided for within the Monthly Service Payment payable in respect of the Accommodation Services.

### 4.3 VOLUME-RELATED PAYMENTS

4.3.1 Where the Monthly Service Payments include a Volume Related Payment, the calculation of such payment is set out within the relevant Part of this Schedule for each of the Services and shall be payable from the commencement of the Transition Period for all activities undertaken for O&S in that given month. The relevant Volume Related Payment will be ascertained depending on the relevant volume of services which shall be determined by reference to Appendices C - E. For the avoidance of doubt, when a particular volume threshold is reached, the applicable rate shall apply in respect of all Service Users, and not just to those Service Users who fall within the higher band.

4.3.2 Where the number of Service Users or Family Members reaches a band threshold, the cost per night for that threshold shall apply to all Service Users and Family Members being invoiced during the relevant Payment Period.

### 4.4 VOLUME DISCOUNTS

### 4.5 COMPLEX BAIL CASES

4.5.1 Complex Bail Cases may be placed in Initial Accommodation, or they may go straight to longer-term accommodation.

4.5.2 The Subcontractor shall apply the appropriate Monthly Service Payment for the accommodation provided in respect of Complex Bail Cases but the relevant charges shall only apply from the date upon which the Service User is released from detention and arrives at the relevant accommodation.

4.6 Not used

### 4.7 CALCULATION OF PASS-THROUGH COSTS

4.7.1 Where the Subcontractor procures certain goods and/or services relating to the provision of the Services on a pass-through, all-inclusive basis O&S will reimburse the Subcontractor on the basis of the verified purchase price and without any additional charges. The Pass-Through Costs shall include, but are not limited to;

- a) Short term support vouchers (Interim Support Tokens / emergency support tokens / food / food vouchers);
- b) Not used.

4.7.2 In accordance with Schedule 7 (*Contract Management*), the SRMB meetings will review and discuss all Pass-Through Costs and the Subcontractor acknowledges that it may be required to provide evidence in support of such costs and the Authority and/or O&S shall retain the right to audit the same.

#### 4A PRICE REVIEW

- 4A.1 At any time after the Contract Effective Date either Party may suggest an improvement which is likely to result in direct or third party or Subcontractor internal operational cost saving ("a **Cost Saving Opportunity**") to the Subcontractor. The Party that identifies the Cost Saving Opportunity shall present the other Party with written details of the Cost Saving Opportunity no later than the next planned contract meeting including the following information:
- 4A.1.1 a brief overview of the Cost Saving Opportunity identified;
  - 4A.1.2 the anticipated operational impact (including, without limitation, an assessment of quality, reliability and other relevant factors) of the Cost Saving Opportunity on the delivery of the Services by the Subcontractor in accordance with this Contract;
  - 4A.1.3 the financial benefits of the Cost Saving Opportunity to the Subcontractor (if known) (including, without limitation, details of the associated cost savings and projected reduction to the Service Charges); and
  - 4A.1.4 a brief analysis of any risks associated with any changes to the delivery of the Services as a result of the Cost Saving Opportunity.
- 4A.2 Both Parties shall consider in good faith any Cost Saving Opportunity identified including a consideration of the items listed at paragraphs 4A.1.1 to 4A.1.4.
- 4A.3 Where both Parties, having considered the Cost Saving Opportunity, reasonably conclude that the implementation of the relevant Cost Saving Opportunity is desirable the Parties shall document such agreement in writing (an "Agreed Cost Saving").
- 4A.4 Where a Cost Saving Opportunity is identified, O&S may require the Subcontractor to implement the Cost Saving Opportunity (a "O&S Cost Saving") except where the Subcontractor can reasonably demonstrate to O&S (including by reference where necessary to the items listed at paragraphs 4A.1.1 to 4A.1.4) that such O&S Cost Saving would or is likely to result in the Subcontractor being unable to deliver the Services as required by the Contract. The details of any O&S Cost Saving to be implemented shall be documented in writing between the Parties.
- 4A.5 Following written agreement pursuant to paragraph 4A.3 or 4A.4, the Subcontractor shall put in place the Agreed Cost Saving or O&S Cost Saving with any reasonably incurred costs of implementation being set off against the cost saving to be delivered before such savings are shared between the Parties in accordance with paragraph 4A.6.
- 4A.6 Subject to Schedule 6 (Continuous Improvement) paragraphs 4.10, 4.11, 4.13 and 4.14 the cost saving benefit of any agreed Cost Saving or O&S Cost Saving, where such saving is agreed and implemented, shall be shared at a ratio of 50:50 as between the Subcontractor and O&S. Where any such saving must be shared with Serco and/or the Authority pursuant to the Prime Contract and/or the O&S Contract the savings to be shared under this Contract shall be net of any saving that O&S is obliged to pass to Serco and/or the Authority.
- 4A.7 On the anniversary of the Contract Signature Date the Parties shall meet in order to:
- 4A.7.1 seek to identify any Cost Saving Opportunities that could benefit the Parties; and

4A.7.2 review any Agreed Cost Savings and O&S Cost Savings that have been put in place previously and to appraise whether they continue to provide an operational saving.

Mobilisation

Part B: Not used

5 Not used

Part C: Not Used

**Part D: Initial Accommodation**

**6 Not used.**

Part E: - Accommodation

7 ACCOMMODATION MONTHLY SERVICE PAYMENT (MSPA)

7.1 The formula for calculating the Monthly Service Payment in respect of Accommodation Services shall be:

(Equation =  $MSPA = VRPA$ ) (Equation 5),

where:

- MSPA is the Monthly Service Payment payable in respect of Accommodation Services; and
- VRPA is the relevant Volume-Related payment in respect of Accommodation Services.

7.2 There shall be no fixed element to the Monthly Service Payment payable in respect of the Accommodation Services. The Accommodation Services shall be provided purely in response to individual Accommodation Requests and Volume-Related Payments shall apply, to be calculated in accordance with the charges for Accommodation Services set out in Appendix D.

7.3 The calculation of payments in relation to Accommodation Services will be on a pay as used basis. O&S will make payment per person per night of accommodation used, based on whether the individual is classified as a Service User or a Family Member (Note: New born dependants are paid for from the date they arrive within the Accommodation in the same way Service Users and Family Members are accounted for).

The "per person per night cost" will be inclusive of all costs associated with that individual including, but not limited to:

- The accommodation;
- The cost of all furnishings; and
- The cost of any and all utilities consumed.

Part F – Not used

Part G: Demobilisation

**8 PAYMENTS**

- 8.1 For the avoidance of doubt, except where expressly agreed in writing in advance by O&S's Contract Manager, no payments shall be made to the Subcontractor in respect of the demobilisation at the end of the Contract.

**9 OUTSTANDING AMOUNTS**

- 9.1 If for whatever reason there are amounts owed or outstanding to O&S in respect of Services procured on behalf of O&S at the date of the expiry of the Term or on termination, and without prejudice to Clause 41 of the Contract, the Subcontractor shall make a single final payment to O&S.

**APPENDIX A**

**Not used**

**APPENDIX B – Not used**

**APPENDIX C**

**Not used**



**APPENDIX E – Not used**

## SCHEDULE 6

### CONTINUOUS IMPROVEMENT

#### 1 Scope

- 1.1 The Subcontractor shall, in addition to performing the Services in accordance with the requirements of O&S and Schedule 13 (*Performance Regime*), continually monitor the Services for the purpose of identifying and implementing continuous improvements and innovations throughout the Contract Term, and as the Services evolve.
- 1.2 This Schedule sets out the key principles and objectives for the Subcontractor to continually improve, which shall directly relate to the Government's overarching objectives, which may change from time to time. Areas covered are likely to include:
- quality and efficiency;
  - reducing costs;
  - encouraging innovation; and
  - reducing annual energy consumption.

#### 2 Service streams subject to continuous improvement

##### Services

- 2.1 The Subcontractor shall endeavour to keep abreast of market developments regarding specific industries and technological changes relating to the goods and services required to implement the Services, in order to allow the Subcontractor to innovate and make recommendations regarding all aspects of the Services including but not limited to:
- accommodation - quality, flexibility, cleanliness;
  - transport services;
  - customer support;
  - absconders and AWOL Service Users;
  - food services;
  - community cohesion; and
  - use of SMEs.
- 2.2 Recommendations for improvement should not be limited to the target areas indicated in paragraph 1.2 of this Schedule.

## **Contract Management**

- 2.3 The Subcontractor is required under this Contract to execute specific Contract management functions including the monitoring and reporting of the performance of the Contract, for example: Schedule 7 (*Contract Management*), Schedule 13 (*Performance Regime*) and Schedule 14 (*Monitoring and Management Information*). However, in addition, the Subcontractor will seek to identify and recommend continuous improvements for O&S's consideration, which will include but not be limited to the improvement of the quality and efficiency of the Services and reduction of costs.

## **Technological**

- 2.4 Whilst O&S has its own IT systems which the Subcontractor shall use during the term of this Contract, where the Subcontractor identifies alternative technological solutions which will deliver improvements to O&S and assist in the execution of this Contract, O&S will consider the benefits and risks associated with the alternative technological solutions, as long as the security requirements as set out in Schedule 21 (*Security Requirements and Plan*) are not compromised.
- 2.5 The Subcontractor acknowledges that in order for O&S to consider any technological improvements openly and thoroughly, and before it can provide an indication of whether the improvement can be implemented, O&S will require the assistance of its security experts. The Subcontractor and O&S shall work together within timescales to be agreed during the SRMB meetings to consider and explore the feasibility of the recommended improvements.

## **Policy**

- 2.6 The SRMB shall endeavour to review the policies associated with the Contract (such as the security, sustainability and/or Safeguarding Children policies) and, where appropriate, identify and recommend areas for improvement. Such improvements shall be discussed during the SRMB meetings.

## **3 Process for review and change**

- 3.1 The Subcontractor shall follow the process for reviewing opportunities for improvements in accordance with the procedures within Schedule 7 (*Contract Change Process*) and Schedule 6 (*Contract Management Regime*) including, where appropriate, adhering to O&S's governance procedure, which shall consist of presentation of any recommendations at the Innovation and Gain Sharing Board.
- 3.2 The Subcontractor understands and agrees that it shall share best practice relating to Continuous Improvement with Corporate Partners, Local Authorities and Stakeholders within other Regions.

## 4 Value for money

### Efficiency Saving

- 4.1 The Subcontractor shall and shall procure that its sub-contractors shall target a year on year continuous improvement in the efficiency of the Contract representing, on the anniversary of the Contract Effective Date, a target reduction of at least 5% per annum (as expressed as a percentage of the aggregate turnover of the Subcontractor for this Contract when compared with the preceding year). Such improvement shall not negatively impact the execution of or change the obligations on the Subcontractor under this Contract.
- 4.2 The setting of a year-on-year target of a reduction of at least 5% per annum as set out in Paragraph 4.1 above shall be considered as part of the SRMB meetings held each quarter, as set out in Schedule 7 (*Contract Management*).

### Benchmarking

- 4.3 The Subcontractor may from time to time commission an independent benchmarking expert to conduct a holistic and comprehensive review of the performance of the Services, in order to support the recommendations of improvement opportunities.
- 4.4 Where the Subcontractor deems this necessary, it shall, at its own cost, allow O&S to jointly approve the credentials of the independent benchmarking expert, in order to ensure that the exercise remains impartial and objective.
- 4.5 Both parties agree that, subject to Clauses 12 and 29 of the Contract, they shall each disclose all relevant information to the independent benchmark expert, which they may reasonably require in order to conduct a full and open assessment of the performance of the Services, having regard at all times regard to the provisions of Schedule 10 (*Commercially Sensitive Information*), provided that any independent benchmark expert shall be required to enter into a confidentiality agreement with both Parties, as appropriate.
- 4.6 Any disclosure under Paragraph 4.5 above shall include all relevant existing benchmarking materials which the parties may hold, subject to any confidentiality and intellectual property restrictions that may apply to such information.

### Gain share

- 4.7 Where the Subcontractor suggests an improvement which is likely to result in cost savings to O&S, O&S may share the cost benefit with the Subcontractor on a ratio of 50:50 (O&S: Subcontractor) basis through a mutually agreeable mechanism to be agreed between the Parties. Where any such saving must be shared with Serco and/or the Authority pursuant to the Prime Contract and/or the O&S Contract the savings to be shared under this Contract shall be net of any saving that O&S is obliged to pass to Serco and/or the Authority.

- 4.8 The Subcontractor must present any proposed improvement in writing at the next appropriate SRMB meeting (the "Service Improvement Proposal").
- 4.9 Any suggestions for Service improvements shall include:
- a brief overview of the Service improvement(s) identified;
  - the anticipated operational impact (including, without limitation, an assessment of quality, reliability and other relevant factors) of the Service improvements on the delivery of the Services by the Subcontractor in accordance with this Contract;
  - the financial benefits of the Service improvements to O&S (including, without limitation, details of the associated cost savings and projected reduction to the Service Charges); and
  - advice to O&S of any risks associated with the Service improvements.
- 4.10 If O&S, in its absolute discretion, having considered the Service Improvement Proposal shall conclude that the implementation of the relevant Service improvement(s) is desirable, then the Subcontractor shall put in place, subject to Paragraph 4.12 of this schedule, at its own cost, all necessary arrangements to facilitate the delivery of such Service improvements (including, without limitation, implementing the resultant reductions in the Service Charges).
- 4.11 O&S will retain the right to not share the benefit of an efficiency improvement with the Subcontractor where the Authority has exercised its right to retain the benefit of the improvement under Schedule 6 of the Prime Contract.
- 4.12 Where the steps necessary to achieve the relevant Service improvement(s) require a change to the Contract, such change shall be deemed to be a Contract Change and the provisions of Schedule 16 (Contract Change Control) shall apply.
- 4.13 The allocated payments in respect of Service improvements will be forfeited by the Subcontractor where:
- Overall performance of the Services is deemed to be poor by O&S; the anticipated benefits are not delivered, or demonstrably quantifiable; monies payable to O&S are outstanding; or the Subcontractor has been given notice of termination for Default.
- 4.14 Following the implementation of a Service improvement in accordance with this Schedule, the Parties shall meet quarterly to review the actual achievement of the savings as against the anticipated savings identified in the relevant Service Improvement Proposal. Without prejudice to any obligations, rights or liabilities of either party, the parties shall discuss with each other and seek to understand the reasons behind the successes and/or failures in achieving the savings. The Subcontractor shall apply any lessons learnt in the identification,

development and implementation of subsequent Service Improvements during the Contract Term.

- 4.15 This gainshare arrangement set out within this Schedule 6 will only apply for a maximum of 12 months after the operation of any implemented efficiency proposal and any gainshare in respect of savings identified/generated shall not be carried over into any subsequent financial year.

## SCHEDULE 7

### Contract Management

#### 1. Scope and Definitions

1.1 The Subcontractor and O&S shall comply with the management principles set out within this Schedule with respect to the delivery of the Services and the management of this Contract.

1.2 This Schedule covers the following topics:

- a) The objectives and relationship principles of the contractual arrangement;
- b) The management plans and policies which O&S requires the Subcontractor to develop, maintain and use to manage the operation of this Contract;
- c) The management framework required for monitoring and managing the performance of this Contract;
- d) The organisational structure to be adopted by the parties to deliver the Contract management function, including additional reporting requirements such as Financial Reporting;

liaison functions of the Subcontractor for working with Corporate Partners; and  
innovation and gain share governance.

#### 2. Objectives

2.1 The primary objective of the Contract management process is to ensure that the delivery of the Services is planned, monitored and controlled effectively, in the manner set out in this Schedule.

2.2 This objective is achieved through management of the relationship between O&S and the Subcontractor that is structured to achieve:

- a) The regular review of strategic progress of this Contract and the addressing of any issues arising;
- b) The day-to-day management of this Contract;
- c) The effective and regular review of the Subcontractor's current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements;

- d) The effective and regular review of the interaction between the Subcontractor, Corporate Partners and Stakeholders; and
- e) The operation of the dispute resolution procedure as set out in Clause 36 of the Contract.

### 3. Relationship Principles

3.1 Both parties shall observe the following relationship principles throughout the duration of the Contract:

- a) the parties shall operate under shared objectives, values and behaviours which shall be agreed between the parties from time to time;
- b) mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved;
- 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;
- d) without prejudice to other provisions of this Contract, the parties shall explore future initiatives including those that may deliver mutual benefit to the parties;
- e) the parties shall explore areas from time to time that will enable both parties to share risk and reward, for example the exploration of business process changes that result in reduced cost and increased efficiencies creating an environment of continuous service improvement.

3.2 The Relationship Matrix Card as set out in Appendix A provides an interface for communication and engagement between O&S, the Subcontractor and all Stakeholders in relation to the provision of the Services within this Contract.

3.3 The Relationship Matrix Card will provide impetus, direction and focus for the ongoing provision of the Services and will be based on the following categories of key behaviours which are themselves based on the parties' own core values:

1. Direction and Purposes;
2. Customer Focus;
3. Business and Product Awareness;
4. Two-Way Communication;
5. Team-working;
6. Business Benefit;
7. Innovation and Problem Solving;

8. Drive and Commitment.

- 3.4 The parties will clearly communicate these competency values to employees and to Material Sub-contractors, both at the start of the Services and throughout the term of the Contract. The parties will interpret the competency values within the roles, responsibilities and practices of all personnel, and include them as essential elements of team performance, management plans and reviews.
- 3.5 The Subcontractor shall assign a colour code number to each category item within the Relation Matrix Card on a quarterly basis and return this to O&S no later than eight (8) Working Days before the first Strategic Review Management Board (as detailed in paragraph 5.1 below) ("SRMB") meeting in each quarter.
- 3.6 O&S shall assign a colour code number to each category item within the Relation Matrix Card on a quarterly basis and return this to the Subcontractor no later than three (3) Working Days prior to the first SRMB meeting in each quarter.
- 3.7 The Relationship Matrix Cards shall be used as an agenda item to discuss the results. At this point it may be appropriate to drill down into actual instances of good or bad behaviours in order to agree the activities and actions for specific improvements.

#### 4. Policies and Management Plans

- 4.1 The Subcontractor shall develop, maintain and implement the policies relating but not limited to:
- a) Child protection;
  - b) Domestic violence;
  - c) Health and safety, fire protection and first aid;
  - d) Information technology security;
  - e) Employment opportunities; and
  - f) Social cohesion.

4.2 Not used

#### 5. Contract Management Framework

- 5.1 The Contract management framework shall be formed of two groups further explained in paragraph 6. The two groups are:
- 1) A Contract Management Group ("which shall mean O&S's Contract Manager, the Subcontractor's Contract Manager, O&S's Regional Service Delivery Manager and any such individuals as agreed between the parties

from time to time") which will be responsible for day to day matters regarding the management and performance of this Contract.

- 2) A **Strategic Review Management Board** (which shall mean "the Senior Representatives named within Schedule 12 (*Key Representatives*) who shall meet on a quarterly basis"), which will be concerned with the performance of the Services and management of this Contract.

## 6. Contract Management Structure

### 6.1 Contract Management Group

6.1.1 Both parties shall nominate a Contract Manager who shall have prime responsibility for the provision of the Services. The Contract Managers shall be named within Schedule 12 (*Key Representatives*).

6.1.1.1 The major responsibilities for discharging routine day-to-day Contract management functions lie with O&S's Contract Manager and the Subcontractor's Contract Manager and shall include:

- a) Attending a monthly Contract management meeting;
- b) Review of performance data and key performance indications;
- c) Not used;
- d) Initial processing of Contract Change Notices;
- e) Verification and authorisation of invoices; and
- f) Keeping the Contract (including all schedules to the Contract) continually up to date.

6.1.1.2 The Contract Managers shall be responsible for initial attempts at all dispute and problem resolution.

6.1.1.3 The Contract Managers shall be responsible for the co-ordination of communication and action relating to all aspects of this Contract.

6.1.2 The parties shall ensure that the Contract Management Group fulfils and complies with the following requirements:

- a) The Contract management meeting shall be held monthly and usually not later than the end of the second full week of each Month. O&S or the Subcontractor may call "Ad hoc" meetings on reasonable notice at any time to address specific issues.

- b) The Contract Management Group shall jointly review the performance of the Services including but not limited to managing risk, incidents, complaints and change control.
- c) Both parties shall use reasonable endeavours to ensure the effective and direct lines of communication are maintained between, and otherwise to, the two Contract Managers at all times during Working Hours. If for any reason, these lines of communication cannot be maintained at any time, the relevant party shall ensure that an alternative point of contact is established with the other so that any issue for which action is required is progressed during the relevant Contract Manager's unavailability.
- d) Both parties shall establish effective and direct lines of communication at all times outside of Working Hours. They shall ensure that an executive decision capability is provided during those periods for the purposes of emergency response and administering the Services to be delivered under this Contract.

6.1.3 Contract Management meetings shall be chaired by O&S's Contract Manager.

6.1.3.1 Minutes shall be taken by the Subcontractor's Contract Manager or appropriate nominee and, shall be circulated, with an action log detailing agreed actions to be carried out, to the Contract Management Group following approval by O&S's Contract Manager and copied to O&S's Strategic and Commercial Directors.

6.1.3.2 Actions arising from the Contract Management meetings shall only be deemed closed when the parties have agreed them to be closed at a Contract Management Group meeting or expressly in writing.

6.1.3.3 In the event that the Contract Manager is unable to attend the Contract Management meetings, such meeting shall be attended by a representative who is equivalent of, or more senior member of the Subcontractor's personnel than the Contract Manager.

## 6.2 Strategic Review Management Board (SRMB)

6.2.1 The SRM meetings will be attended by:

- a) The Subcontractor's Executive Board Member with overall responsibility for this Contract;
- b) O&S's Director responsible for the provision of Services under this Contract;
- c) The Subcontractor's business operations services lead;

- d) The Contract Manager;
- e) O&S's Commercial Director; and
- f) Any such other persons as the parties may agree or O&S shall reasonably require.

6.2.2 The SRMB shall be responsible for developing the strategic direction of the Contract, in accordance with the outcome of the equivalent strategic review management board meetings held between O&S and the Authority (the "Authority SRMB"), and the assessment of performance of the Contract in regard to:

- a) Service provision;
- b) Performance and quality management;
- c) Financial information (including invoicing, const contract, financial variations etc);
- d) Risk management;
- e) Effectiveness of the relationship principles;
- f) Liaison with Corporate Partners and Stakeholders;
- g) Financial information (including invoicing, verification of service credits, financial variations etc);
- h) Reviewing and agreeing strategic plans;
- i) Commercial, legal and media issues; and
- j) Other issues that may effect the strategic direction of the Contract from time to time.

6.2.3 The SRMB shall meet annually, the first meeting to be held one week (or any other suitable period agreed by the parties) prior to the Authority SRMB. The Subcontractor shall produce and deliver a monthly report (a "Performance Report"), for each Payment Period, to the members of the SRMB to arrive at least ten (10) Working Days in advance of the first SRMB meeting in each quarter. The report shall contain the Management Information listed within Schedule 14 (Monitoring and Management Information) as well as the financial reporting requirement listing below:

## Financial Reporting

- 6.2.3.1 The Subcontractor shall provide quarterly Contract Management account reports to O&S for the purpose of the SRMB meetings.
- 6.2.3.2 The Subcontractor shall provide the Contract Management account reports ten (10) Working Days prior to the relevant SRMB meeting.
- 6.2.3.3 The Contract management account reports shall include such information which reflects the financial aspects for the provision of Services under this Contract including (but not limited to):
- a) overall accommodation costs;
  - b) overall management costs.
- 6.2.3.4 The Subcontractor shall, if requested by O&S, provide (or procure the provision of) the above level of information in relation to the costs and expenses to be incurred by any of its sub-Subcontractors.
- 6.2.3.5 The Subcontractor shall, upon the provision of reasonable notice, provide O&S with such other financial information as it may from time to time reasonably require with respect to all sums paid by O&S to the Subcontractor pursuant to this Contract.
- 6.2.3.6 The Subcontractor shall for the purposes of paragraph 6.2.3.1 above provide Contract Management account reports in accordance with the principles of Government accounting  
[http://www.hm-treasury.gov.uk/data\\_greenbook\\_index.htm](http://www.hm-treasury.gov.uk/data_greenbook_index.htm) or other such format as O&S may agree.
- 6.2.4 O&S's Contract Manager shall produce the minutes and aim to distribute them within five (5) Working Days following the scheduled meetings. O&S shall then circulate in a timely manner the minutes, once agreed with the Subcontractor, to members of the SRMB board.
- 6.3 Upon request from O&S or the Authority, the Subcontractor shall ensure that a suitable senior representative of the Subcontractor involved in the Contract is able to attend any meeting of the Authority SMRB.
- 6.4 The Subcontractor acknowledges that any documents produced for or as a result of any SMRB meeting or the Contract Management Group may be used in any proceedings of the Authority SMRB.

## 7. Escalation

7.1 In the event of any queries, issues, complaints relating to the performance of the Contract, the following escalation process shall be adhered to prior to the utilisation of Clause 36 of the Contract.

### *Operational issues*

Level of Escalation (Level 3 is the highest)	O&S's Key Representatives for Escalation	Subcontractor's Key Representatives for Escalation
1	Regional Service Delivery Manager	Contract Manager
2	Regional Director and / or Contract Manager	Contract Manager
3	SRMB board	SRMB board

### *Contractual issues*

Level of Escalation (Level 3 is the highest)	O&S's Key Representatives for Escalation	Subcontractor's Key Representatives for Escalation
1	Contract Manager	Contract Manager
2	Contract Management Group	Senior Representative
3	SRMB board	SRMB board

## 8. Corporate Partners and Stakeholders

8.1 The Subcontractor shall arrange ongoing operational consultation and liaison arrangements with Corporate Partners and Stakeholders to ensure the effective discharge of the requirements with regard to dispersal and allocation processes.

8.2 Adherence to these requirements shall be evidenced when requested by the production of appropriate information. The operational liaison arrangements shall be monitored and reviewed through the regional strategic co-ordination arrangements.

8.3 The Subcontractor shall:

8.3.1 Provide evidence of effective liaison and co-ordination arrangements with the voluntary sector, Local Authorities, other public service providers, the Authority's regional offices with regard to the range of community services available to Service Users and the resolution of any difficulties encountered in accessing those services; and

8.3.2 Share information, unless specifically precluded from doing so by O&S, on Service Users and its accommodation portfolio with Local Authorities and other

Stakeholders which is relevant to the impact or potential impact upon the provision of public services, community cohesion issues and housing strategies for the area.

## 9. Innovation and Gain Share Governance

### 9.1 Innovations and Gain Share Board

9.1.1 The Subcontractor shall establish a board comprised of such persons as it deems appropriate (the "**Innovations and Gain Sharing Board**") which shall seek to identify opportunities for improvement and cost reduction in the delivery of the Services as described within Schedule 6 (*Continuous Improvement*) including sharing best practice across the other Regional Contracts.

9.2 The Innovations and Gain Sharing Board shall meet at least twice per year or more regularly as the parties may agree, at such time and venue as the parties may agree.

9.3 The Authority and O&S shall be entitled to attend all meetings of the Innovations and Gain Sharing Board.

9.4 In the event that the Innovations and Gain Sharing Board identifies any opportunities for service improvement and/or cost reduction it shall put forward such identified opportunities to the SRMB. Where a Service Improvement Proposal is approved by O&S, contractual changes shall be made in accordance with Schedule 16 (*Contract Change Process*).

APPENDIX A:

1. Relationship Matrix Card

	1	2	3	4	5
<b>Direction and Purposes</b>	Conflicting views, misaligned, adversarial	Recognises the importance of team / individual relationships and common objectives	Consistently meets business needs; meets common objectives	Identifies opportunities to ensure thorough team performance to deliver maximum whole life value	Capable of strategic decision making and alignment; creates mutual wealth and value
<b>Customer Focus</b>	Short term, reactive, in a win/lose lose/lose situation	Recognises customers' needs and responds to them	Anticipates and reacts to customer's changing drivers and expectations	Takes a long term view of relationships with customers and suppliers	Anticipates and delivers innovative solutions based on lifetime values
<b>Business and Product Awareness</b>	Failure to understand own activities vis a vis customer needs	Listens to customers but tries to modify customer needs to existing products	Understands group business but has no external reference	Customises products and services involving customer ideas and solutions	Recognises the fit within the value chain; shares risk and reward with customers and suppliers
<b>Tow-Way Communication</b>	Exploitation at customer's expense; closed and cold relationship	Prepared to listen to others but will not always change as a result	Recognises issues and concerns of others	Makes suggestions and gives feed back; understands situations	Is open and honest, an active listener, shares information whether good or bad
<b>Teamworking</b>	Insular and arrogant behaviour, critical and autocratic style; holds "not invented here" attitude	Recognises the need to work together with own team and customer's team	Encourages team working within the business	Sponsors change by creating and involving cross-organisational teams	Shares resources, supporting each other with common goals
<b>Business Benefit</b>	No business benefits considered	Understands all costs and tangible benefits and calculates NPV	Starts to include the intangible benefits	Follows best practice for cost benefit business cases, e.g. from the Treasury Green Book	Recognises and shares cost / benefit information with own staff / customers / suppliers
<b>Innovation and Problem Solving</b>	Takes no risk – no change; stays within comfort zone	Recognises there could be a better way of doing things	Analyses options for improvement	Makes suggestions for improvement	Total innovation / joint solutions; continually improving / challenging the status quo
<b>Drive and Commitment</b>	Fails to provide solutions; fails to recognise failure and the impact of failure	Achieves basic requirements; identifies potential for improvement	Tries to exceed the requirements of the job	Achieves and sustains standards of excellence	Demonstrates enthusiasm, tenacity and persistence to achieve customers' expectations

## SCHEDULE 8

### Adjudication procedure

#### 1. ADJUDICATION

Either party may give the other notice of its intention to refer the dispute to adjudication at any time (the "Notice of Adjudication"). The Notice of Adjudication shall include a brief statement of the issue to be referred and the redress sought. The party giving the Notice of Adjudication (the "Referring Party") shall on the same day (or as soon thereafter as the Adjudicator is appointed) and by the same means of communication send a copy of the Notice of Adjudication to the Adjudicator selected in accordance with paragraph 2 (Identity of Adjudicator).

#### 2. IDENTITY OF ADJUDICATOR

The Adjudicator nominated to consider a dispute referred to him shall be nominated (on application by the Referring Party) by the President for the time being of the Chartered Institute of Arbitrators who shall within three (3) days of any such application nominate an Adjudicator to determine the issue set out in the Notice of Adjudication.

#### 3. REFERRAL OF THE DISPUTE

Within 7 days of the service of the Notice of Adjudication, or as soon thereafter as the Adjudicator is appointed, the Referring Party shall serve its statement of case (the "Referral Notice") on the Adjudicator and the other party (the "Responding Party"). The Referral Notice shall include a copy of this Contract, details of the circumstances giving rise to the dispute as set out in the Notice of Adjudication, the reasons why the Referring Party is entitled to the redress sought, and the evidence upon which it relies.

#### 4. RESPONSE TO THE REFERRAL

The Responding Party shall serve its statement of case (the "Response") on the Adjudicator and the Referring Party within a period of time to be directed by the Adjudicator. The Response shall include any arguments in response to the Referral Notice of the dispute set out in the Notice of Adjudication and any additional evidence on which the Responding Party relies.

#### 5. PROCEDURE

Subject to paragraph 9, the Adjudicator shall have absolute discretion as to how to conduct the adjudication, including whether a meeting is necessary. He shall establish the procedure and timetable subject to any limitation within this Contract. The parties shall comply with any request or direction of the Adjudicator in relation to the adjudication.

#### 6. ADJUDICATOR'S DECISION

- 6.1 In any event, the Adjudicator shall provide to both Parties his written decision on the dispute, within twenty eight (28) days after the date of receipt of the Referral Notice (or such other period as the Parties may agree). The Adjudicator shall be entitled to extend the said period of twenty eight (28) days by up to fourteen (14) days with the consent of the Referring Party. The Adjudicator shall state any reasons for his decision. Unless and until revised, cancelled

or varied by the English courts, the Adjudicator's decision shall be binding on both Parties who shall forthwith give effect to the decision.

- 6.2 The Adjudicator may, on his own initiative or on the application of either Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision shall be made no later than five (5) days after the date on which the Adjudicator provided his written decision to the Parties. As soon as reasonably practicable after correcting a decision in accordance with this paragraph 6.2, the Adjudicator shall provide a copy of the corrected decision to each of the Parties.

#### **7. ADJUDICATOR'S COSTS**

The Adjudicator's costs of any reference shall be borne as the Adjudicator shall specify.

#### **8. ADJUDICATOR AS EXPERT**

The Adjudicator shall be deemed not to be an arbitrator but shall render his decision as an expert, and the provisions of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the Adjudicator or his determination or the procedure by which he reached his determination.

#### **9. ADJUDICATOR'S POWERS**

The Adjudicator shall act fairly and impartially and may take the initiative in ascertaining the facts and the law. The Adjudicator shall have the power to open up, review and revise any opinion, certificate, instruction, determination or decision of whatever nature given or made under this Contract.

#### **10. CONFIDENTIALITY**

All information, data or documentation disclosed or delivered by a Party to the Adjudicator in consequence of or in connection with his appointment as Adjudicator shall be treated as confidential. The Adjudicator shall not disclose to any person or company any such information, data or documentation and all such information, data or documentation shall remain the property of the Party disclosing or delivering the same and all copies shall be returned to such Party on completion of the Adjudicator's work.

#### **11. LIABILITY OF ADJUDICATOR**

The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

#### **12. REFERENCE TO THE COURTS**

Either Party may (within ninety (90) calendar days of receipt of the Adjudicator's decision or where the Adjudicator fails to give a decision pursuant to paragraph 6) give notice to the other Party of its intention to refer the dispute to the courts of England and Wales for final determination.

## **SCHEDULE 9**

### **Insurance**

#### **1 The Required Insurance**

1.1 The Subcontractor shall adhere to the Required Insurances and the Subcontractor shall ensure that its obligations to maintain the Insurances are fulfilled throughout the Contract Term.

#### **2 Third Party Public & Products Liability Insurance**

##### **2.1 Interest**

To indemnify the Insured in respect of all sums that it becomes legally liable to pay as damages, including claimants' costs and expenses, in respect of accidental:

- a) death or bodily injury to or sickness, loss of sight, anguish or shock whether mental or otherwise, or illness or disease contracted by any person;
- b) loss of or damage to property;

happening during the period of Insurance and arising out of or in connection with the provision of the Services and in connection with the Contract.

##### **2.2 Limit of Indemnity**

Not less than twenty million pounds (£20,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but twenty million pounds (£20,000,000) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

##### **2.3 Territorial Limits**

United Kingdom

##### **2.4 Jurisdiction and choice of law relating to policy interpretation**

English Law

##### **2.5 Period of Insurance**

From the Contract Signature Date for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

##### **2.6 Cover Features and Extensions**

- a) Waiver of subrogation and/or claims for contributory negligence against the Authority, Serco and/or O&S or their employees, servants and agents.
- b) Indemnity to principals clause.

c) Abuse cover on a claim occurring basis.

## 2.7 Principal Exclusions

- a) Liability for death, illness, disease or bodily injury sustained by employees of the insured.
- b) Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- c) Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- d) Liability in respect of loss or damage to property in the care, custody and control of the Insured but this exclusion is not to apply to all property belonging to the Authority or Serco or O&S which is in the care, custody and control of the Subcontractor.
- e) Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- f) Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- g) Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- h) Liability arising from Nuclear incident, war or terrorism

## 2.8 Maximum Deductible

Not to exceed £50,000 each and every third party property damage claim (personal injury claims will be paid in full).

## 3 Not used

## 4 United Kingdom Compulsory Insurances

- 4.1 The Subcontractor and its Associates are required to meet their United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- 4.2 The limit of indemnity for the employers' liability insurance shall not be less than £10,000,000 (or such other limit as may be required by law from time to time) for any one occurrence inclusive of costs, the number of occurrences being unlimited.
- 4.3 Where the insurance cover allows, employer's liability insurance shall contain an indemnity to principals clause under which O&S, Serco and the Authority shall be indemnified in respect of

claims made against O&S, Serco and/or the Authority arising from the acts or omissions or the performance of the Subcontractor of the Services under this Contract.

APPENDIX A

Insurance Requirements

Class of Required Insurance	Insurer(s) identity including any excess layer Insurance	Subcontractor proposed Schedule 9 Maximum Deductible level	Agreement to the requirements of Clause 20 (Insurance)  (NB. If not please specify areas of variance, alternative proposals or points of clarification)	Agreement to the requirements of Schedule 9 (Insurance)  (NB. If not please specify areas of variance, alternative proposals or points of clarification)	Premium calculation relative to the requirements of Schedule 9 (Insurance)  Please specify: 1. Rateable factor 2. Premium rate 3. Insurance Premium Tax 4. Insurance Brokers remuneration 5. Details of any other costs associated with the provision of the required insurance including any insurance risk contingencies
Third Party Public & Products Liability Insurance (Limit of Indemnity £20M)	<i>Europa General (first £5m)</i>  <i>(Excess layer £15m) Chartis</i>	As per schedule	Yes	Yes	£75,000 + £4500 IPT  17,000 + £1020 IPT
Employers' Liability Insurance (Limit of Indemnity as required by Law)	<i>Europa General (first £10m)</i>  <i>Excess Chartis (15m)</i>	As per Schedule	Yes	Yes	£165,000 + £9,900 IPT  £3760 + £225.60 IPT

**SCHEDULE 10**

**Commercially Sensitive Information**

Both parties agree that the following is deemed to be "Commercially Sensitive Information" for the purposes of the Contract and the obligations set out in Clause 12 (Data Protection and Freedom of Information).

Information Title	Information description	Duration of which the information shall remain confidential
Costs	All costs information and details provided. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests, including but not limited to other bids.	9 years
Mobilisation Plan and Transition Plan	The mobilisation plan and transition plan. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests, including but not limited to other bids.	3 years
IT solution	The architectural specification of the technology solution, including but not limited to the specific application of the components there in. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests, including but not limited to other bids.	9 years
Supply Chain	The costs of our suppliers, our contracts our suppliers, and their contracts with their suppliers. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests, including but not limited to other bids and would also prejudice supplier's commercial interests, including but not limited to their other bids.	9 years

Solution	Including: process maps, Governance meeting minutes, Stakeholder Advisory Board, inclusion of Strategic Partnership Director and Local Partnership Manager, profit related Asylum Support and Innovation Fund, Meet the Manager sessions Asylum Support Mentoring programme, stakeholder engagement plan. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests, including but not limited to other bids.	9 years
Performance	Including KPI performance and Meeting information related to performance. Disclosure of this information would prejudice O&S's or the Subcontractor's commercial interests.	9 years

## SCHEDULE 11

### Warranties

#### Part A – Warranties on Contract Signature Date

##### 1 Capacity

- 1.1 The Subcontractor has full capacity and authority and all necessary licences, permits and consents to enter into and to perform this Contract and to provide the Services.
- 1.2 This Contract is executed by a duly authorised representative of the Subcontractor.
- 1.3 The Subcontractor is not aware as at the date of this Contract of any matters within its reasonable control which might or will adversely affect its ability to perform its contractual obligations under this Contract.
- 1.4 The Subcontractor has considerable skill, knowledge and experience which is sufficient for providing services the same as or similar to the Services.
- 1.5 The obligations of the Subcontractor under this Contract will be performed in accordance with this Contract with reasonable skill, care and diligence and in accordance with the standard of a person of ordinary skill and experience in the same or similar circumstances in all the circumstances.

##### 2 Representations

- 2.1 All statements and representations provided by the Subcontractor to O&S upon which O&S relies upon in the Contract are, to the best of the Subcontractor's knowledge, information and belief, true and accurate and the Subcontractor has taken reasonable and careful enquiry in relation to the same and has not misled O&S.
- 2.2 The Subcontractor is aware of the purposes for which the Services are required and that O&S is reliant upon the Subcontractor's expertise and knowledge in the provision of the Services.
- 2.3 The Subcontractor has been supplied with sufficient information about this Contract and has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with this Contract, including appropriate consultation with Corporate Business Partners.

##### 3 Takeovers and Insolvency

- 3.1 Neither the Subcontractor nor its parent company (if applicable) is in discussion with any person for, and is not aware of any plans which will or may lead to a change of control of, either the Subcontractor or its parent company (if applicable).

3.2 Neither the Subcontractor nor its parent company (if applicable) is insolvent or unable to pay its debts, no order has been made or petition presented or resolution passed for its winding up or for an administration order and no receiver, administrative receiver or manager has been appointed by any person of its business or assets or any part thereof nor has any equivalent event taken place in any jurisdiction.

3.3 The Subcontractor warrants, represents and undertakes for the duration of the Contract that:

- a) all the Subcontractor's staff used to provide the Services will be vetted in accordance with Good Industry Practice, the Security Policy and the Standards;
- b) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Subcontractor's obligations under this Contract;
- c) it has and will continue to have all necessary rights in and to the Subcontractor Software or the Third Party Software and/or the Subcontractor's Background IPRs, or any other materials made available by the Subcontractor and/or its sub-Subcontractors to O&S and/or the Authority necessary to perform the Subcontractor's obligations under this Contract;
- d) the Subcontractor System and assets used in the performance of the Services will be free of all encumbrances; and
- e) it shall at all times comply with applicable Legislation in carrying out its obligations under this Contract.

## Part B – Warranties on Termination

### 1 Employment

1.1 The Provisional Staff List attached to the relevant Termination Disclosure Letter is a true and accurate list of all those persons ("**Potential Transferring Employees**"):

- a) employed or engaged by the Subcontractor or any of its sub-Subcontractors in the provision of those Services for which responsibility is to pass to O&S and/or a Successor Subcontractor and/or any of their respective sub-Subcontractors (as the case may be) on the relevant Termination Transfer Date; and
- b) whose employment would transfer to O&S and/or to a Successor Subcontractor and/or any of their respective sub-Subcontractors (as the case may be) if the relevant Termination Transfer occurred on the relevant Termination Warranty Date.

- 1.2 No person other than a Potential Transferring Employee would transfer to O&S or a Successor Subcontractor or any of their respective sub-Subcontractors under TUPE if the relevant Termination Transfer occurred on the relevant Termination Warranty Date.
- 1.3 Neither the Subcontractor nor any of its sub-Subcontractors has any legal obligation:
- a) to make any payment to or on behalf of or confer any benefit on or for any Potential Transferring Employee other than as set out in their contracts of employment save for reimbursement of expenses properly incurred;
  - b) to change the rate of remuneration of or the benefits received by or to vary the contract of employment of any Potential Transferring Employee;
  - c) to pay any bonus or incentive payment or any payment under a profit sharing scheme or similar to or on behalf of any Potential Transferring Employee;
  - d) to any Potential Transferring Employee under or in respect of any share ownership, share incentive scheme, share option scheme or similar;
  - e) to make any payment or confer any benefit in connection with the actual or proposed termination or suspension of the employment of any Potential Transferring Employee; or
  - f) (apart from the pension and other benefits secured by any pension scheme in which any Potential Transferring Employees are entitled to participate under the terms of their contracts of employment) to pay to or provide for any Potential Transferring Employee any pension, superannuation allowance, retirement gratuity or like benefit.
- 1.4 All contracts of employment between the Subcontractor or any of its sub-Subcontractors and any Potential Transferring Employee are determinable by the Subcontractor or (as the case may be) its sub-Subcontractors by four weeks' notice or less without payment of compensation (save as provided by law).
- 1.5 No Potential Transferring Employee:
- a) is under notice of termination of employment;
  - b) is on long-term sick leave;
  - c) is on maternity leave;
  - d) is the subject of disciplinary proceedings;
  - e) has received an oral or written warning (other than a warning that has lapsed);
  - f) has taken or is the subject of a grievance under the grievance procedure; or

- g) has objected or indicated an intention to object to his employment transferring to O&S or a Successor Subcontractor and/or any of their respective sub-Subcontractors (as the case may be) under TUPE.
- 1.6 No Potential Transferring Employee has made or threatened to make a claim of any nature whatsoever against the Subcontractor or any of its sub-Subcontractors which has not been determined or resolved and there are no actual or threatened disputes with any trade unions recognised or seeking recognition in respect of the Potential Transferring Employees.
- 1.7 In relation to each of the Potential Transferring Employees, the Subcontractor and its sub-Subcontractors have complied in all material respects with:
- a) all legal obligations imposed on it in relation to such employees; and
  - b) all codes of practice and conduct affecting its employees and their employment.
- 1.8 The Subcontractor has or (where relevant) its sub-Subcontractors have maintained throughout the duration of this Contract adequate and suitable records regarding the appointment and employment of each Potential Transferring Employee.
- 1.9 Complete and up to date copies of the contracts of employment of the Potential Transferring Employees are attached to the relevant Termination Disclosure Letter.

## 2 Pensions

- 2.1 The relevant Termination Disclosure Letter contains:
- a) details (as set out in the rest of this Paragraph 2.1) of each superannuation, retirement benefit or other fund, scheme or arrangement to which the Subcontractor or any of its sub-Subcontractors contributes, has become or could become liable to contribute and under which any Potential Transferring Employee or the widow(er), child or dependent of any such employee is entitled to benefits of any kind upon retirement, death, incapacity, sickness, accident or disability or on the attainment of a specified age or the completion of a specified number of years of service (the "Disclosed Schemes");
  - b) the current rates of employer's and employee's contributions to each Disclosed Scheme;
  - c) a true and complete copy of the documentation governing each Disclosed Scheme;
  - d) a true and complete copy of all announcements, explanatory literature and booklets which have been issued to any Potential Transferring Employee in connection with each Disclosed Scheme;
  - e) a copy of the last Annual Report and Accounts and, if relevant, actuarial valuation for each Disclosed Scheme;

- f) details of any proposed amendment to a Disclosed Scheme which has been announced or is being considered;
  - g) details of any discretionary increases to pensions in payment or in deferment under each Disclosed Scheme granted in the previous six years;
  - h) details of any discretionary practices which may have led any Potential Transferring Employee to expect additional benefits in a given set of circumstances (by way of example, but without limitation, on retirement, at the request of the Subcontractor, or in the event of redundancy); and
  - i) details of all applications for ill health early retirement from each Disclosed Scheme made in the previous three months or made prior to that period but not, as of the Termination Warranty Date, determined.
- 2.2 Other than through the Disclosed Schemes, neither the Subcontractor nor any of its sub-Subcontractors is under any legal liability or voluntary commitment to pay or provide any benefit described in Paragraph 2.1(a) of this Part B.
- 2.3 Neither the Subcontractor nor any of its sub-Subcontractors has during the period of six years ending on the Termination Warranty Date made any ex-gratia payments to any of its former employees or to the widow(er), child or dependent of any such employee and is not liable or intended to make any such payments in the future.
- 2.4 The Subcontractor and each of its sub-Subcontractors have complied fully with their respective obligations under section 3 of the Welfare Reform and Pensions Act 1999 to designate a stakeholder pension scheme in accordance with Regulation 24 of the Stakeholder Pension Schemes Regulations 2001 and to pay any employee contributions to the designated stakeholder pension scheme.
- 2.5 The correct contributions and other amounts due to the trustees or managers of the Disclosed Schemes or to any insurer in connection with the Disclosed Schemes have been paid within statutory time limits.
- 2.6 All actuarial, consultancy, legal and other fees, charges or expenses in respect of each Disclosed Scheme (whether payable by the Subcontractor, any of its sub-Subcontractors or by the trustees or managers of the relevant scheme) have been paid and no services have been rendered in respect of the scheme in respect of which an account or other invoice has not been rendered.
- 2.7 Each Disclosed Scheme is an exempt approved scheme for the purposes of Chapter I of Part XIV of the Income and Corporation Taxes Act 1988 or, as the case may be, a registered pension scheme under the Finance Act 2004.

- 2.8 For each Disclosed Scheme that is a contracted-out scheme for the purposes of the Pension Schemes Act 1993, the Subcontractor or as the case may be its relevant sub-Subcontractor holds a current contracting-out certificate issued in relation to the Scheme.
- 2.9 All requirements of Her Majesty's Revenue and Customs relating to each Disclosed Scheme have at all times been observed and neither the Subcontractor nor any of its sub-Subcontractors is aware of any matter which might result in it ceasing to be an exempt approved scheme or as the case may be, a registered pension scheme or losing any contracted-out status.
- 2.10 Each Disclosed Scheme has at all times, so far as the Subcontractor and its sub-Subcontractors are aware, complied with and been duly administered in accordance with all applicable laws, regulations and requirements.
- 2.11 The Subcontractor and its sub-Subcontractors have, in relation to each Disclosed Scheme, complied fully with all equal pay, equal entitlement, sex and other discrimination laws.
- 2.12 There have been no reports made to the Occupational Pensions Regulatory Authority (OPRA) or, as the case may be, the Pensions Regulator in respect of any Disclosed Scheme and neither the Subcontractor nor any of its sub-Subcontractors is aware of any circumstances which would or might require such a report to be made.
- 2.13 There has been no material breach of the trusts of any Disclosed Scheme and there are no actions, suits or claims in the courts or employment tribunals or current submissions or referrals to the Pensions Ombudsman or to the Pensions Advisory Service outstanding, pending or threatened against the trustees, managers or administrator of any Disclosed Scheme or against the Subcontractor and/or any of its sub-Subcontractors in respect of pensions or any circumstances which may give rise to any such claim.
- 2.14 No steps have been taken to wind-up or commence the winding-up of any Disclosed Scheme and neither the Subcontractor nor any of its sub-Subcontractors is aware of any intention to do so.

### **3 Changes Before Termination Transfer**

Neither the Subcontractor nor any sub-Subcontractor is aware of any matter from which it ought reasonably to be expected to conclude that any of the Warranties set out in Paragraphs 1 and 2 of this Part B is likely to be untrue if it were to be repeated on the proposed date of the relevant Termination Transfer.



Schedule 12

Key Representatives

Part A Key Representatives – Contract Management

This Part of the Schedule sets out the details of the Key Representatives of O&S and the Subcontractor.

Each Party is responsible for ensuring that the details of its staff, as set out in this Schedule, are kept updated.

REPRESENTATIVES		
	O&S	SUBCONTRACTOR
Senior Representatives	<b>Senior Representative:</b> Name: [REDACTED] Address: Orchard & Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@orchard-shipman.com	<b>Senior Representative:</b> Name: [REDACTED] Address: NIHE 2 Adelaide Street Belfast BT2 8PB Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@nihe.gov.uk
	<b>Contract Manager:</b> Name: [REDACTED] Address: Orchard & Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@orchard-shipman.com	<b>Contract Manager:</b> Name: [REDACTED] Address: NIHE 32-36 Great Victoria Street Belfast BT2 7BL Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@nihe.gov.uk
Business as Usual	<b>Business/Enforcement Operations Services Lead:</b> Name: [REDACTED] Address: Orchard & Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ Tel: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@orchard-shipman.com	<b>Business/Enforcement Operations Services Lead:</b> Name: See Contract Manager



	<p><b>Data Manager:</b>  <b>Name</b>  <b>Address:</b> Orchard &amp; Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ  <b>Tel:</b> [REDACTED]  <b>Fax:</b> [REDACTED]  <b>Email:</b> [REDACTED]@orchard-shipman.com</p>	<p><b>Data Manager:</b>  <b>Name:</b> See Contract Manager</p>
	<p><b>Safeguarding Manager:</b>  <b>Name:</b> [REDACTED]  <b>Address:</b> Orchard &amp; Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ  <b>Tel:</b> [REDACTED]  <b>Fax:</b> [REDACTED]  <b>Email:</b> [REDACTED]@orchard-shipman.com</p>	<p><b>Safeguarding Manager:</b>  <b>Name:</b> See Contract Manager</p>
Commercial	<p><b>Commercial Director:</b>  <b>Name:</b> [REDACTED]  <b>Orchard &amp; Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ</b>  <b>Tel:</b> [REDACTED]  <b>Fax:</b> [REDACTED]  <b>Email:</b> [REDACTED]@orchard-shipman.com</p>	<p><b>Commercial Director:</b>  <b>Name:</b> See Contract Manager</p>
	<p><b>Commercial Manager:</b>  <b>Name:</b> [REDACTED]  <b>Orchard &amp; Shipman House, 1 progress Business Park, Whittle Parkway, Slough, SL1 6DQ</b>  <b>Tel:</b> [REDACTED]  <b>Fax:</b> [REDACTED]  <b>Email:</b> [REDACTED]@orchard-shipman.com</p>	<p><b>Commercial Manager:</b>  <b>Name:</b> See Contract Manager</p>



## Schedule 13

### Performance Regime

#### 1 Performance of the Services

1.1 The Subcontractor shall perform the Services to meet or exceed the Performance Standards defined in the Schedule 2 (*Statement of Requirements*) and the Key Performance Indicators (KPIs) defined within this Schedule.

1.2 The KPIs will be applied from the start date of the Transition Period.

#### 2 Quality of Performance

2.1 During each Payment Period falling after the Contract Effective Date, the Subcontractor shall:

2.1.1 measure the performance of Service delivery under this Contract against each KPI during the previous Payment Period; and

2.1.2 where necessary, assess the degree by which the Subcontractor has failed during the Payment Period.

2.2 The Subcontractor shall meet the agreed KPI targets throughout the Contract Term. However, in the event that the Subcontractor has not met the agreed KPI target, the Subcontractor will accrue points depending on the level of failure (i.e. the number of points increases as the service performance decreases).

2.3 Not used.

2.4 Not used.

2.5 Not used.

2.6 In the event that the Subcontractor exceeds 4500 points in relation to any single KPI, or multiple KPIs, within one Payment Period, O&S shall deem this as a "Total Service Failure" and reserves the right to apply Liquidated Damages in accordance with paragraph 4 of this Schedule.

2.7 Not used.



2.8 By the 2nd Monday of each Payment Period, the Subcontractor shall submit a report using the format set out within Schedule 14 (Monitoring and Management Information) to the O&S Contract Manager. This report shall include the following information:

2.8.1 the matters referred to in paragraph 2.1;

2.8.2 the number of points accrued per KPI for the Payment Period, expressed as a total number; and

2.8.3 the total number of such points awarded for the Payment Period, expressed as a total number.

### 3 Not used

3.1 Not used.

3.2 Specifically regarding KPIs 4 to 6, where there is a failure which constitutes a failure in respect of more than one KPI, the failure, whilst reported in respect of all the relevant KPIs, will only attract one set of points. The KPI to which points apply shall be the KPI which attracts the highest number of points which can be applied. For example, where rising damp makes a property uninhabitable (KPI 5) and not fit for purpose (KPI 6), the failure shall be reported for both KPIs but the points accrued will be in respect of KPI 5 only.

3.3 Not used.

3.4 Not used.

### 4 Persistent Failures and Liquidated Damages

4.1 The Subcontractor shall endeavour to keep failures in the Services to a minimum. However, where failures occur, both Parties will, in the first instance, actively seek to resolve the failures quickly and amicably through changing behaviours and/or processes which shall be managed by the Contract Management Team in accordance with Schedule 7 (Contract Management).

4.2 In the unlikely event of failures occurring on a regular basis or if they are deemed to be severe in nature, then O&S shall have the right to apply Liquidated Damages for Persistent Failure as set out below in paragraphs 4.3 and 4.4 respectively. O&S shall act reasonably when invoking these paragraphs.

4.3 Persistent Failure

- a) Where the same KPI failure occurs over three consecutive Payment Periods and the Subcontractor has failed to fully resolve the cause of such failure, then O&S shall deem this to be a "Persistent Failure".

- b) In the event of a Persistent Failure:
- the Subcontractor shall ensure that the issues and reasons for such Persistent Failures, together with an action plan for their resolution and/or mitigation are accurately recorded and discussed at the SRMB meetings held between the Subcontractor and O&S in accordance with Schedule 7 (*Contract Management*); and
  - the Subcontractor shall ensure that any actions that follow the SRMB meeting are undertaken within the agreed timescales.
- c) O&S expects that the Subcontractor will seek to change its processes and procedures and/or investigate potential opportunities for improvements and for long term mitigations of Persistent Failures and such ideas should be reported in accordance with Schedule 6 (*Continuous Improvement*).

#### 4.4 Administrative costs

- a) O&S shall retain the right to claim reimbursement of any additional administrative costs it incurs, up to a maximum of £10,000, in respect of each KPI in a Payment Period where:
- there is a Persistent Failure; and/or
  - there is a Total Service Failure; and/or
  - a failure results in a genuine loss to O&S.
- b) For the avoidance of doubt, these payments are claimed to address the additional losses of O&S caused by the Persistent Failure.

#### 5 Consecutive Days

- 5.1 In respect of a relevant failure, the number of days it takes to resolve the failure shall be counted in consecutive days across Payment Periods, where appropriate, in accordance with the response times set out within Schedule 2 (*Statement of Requirements*).

**APPENDIX A – Key Performance Indicators**

<b>KPI 1</b>	Accommodation Proposals	
<b>Schedule 2 References</b>	Paragraph 4.1.1 and 4.2.1. The Subcontractor shall provide serviced Accommodation for Service Users within the Specified Region	
<b>Definition</b>	In respect of every Accommodation Request issued by O&S, the Subcontractor issues an acceptable Accommodation Proposal.	
<b>Target</b>	98%	
<b>Measure</b>	Percentage of Accommodation Proposals for new requests which <b>do not</b> contain the correct information and are not received within the timescales stated on the relevant Accommodation Requests.	
<b>Measurement Mechanism</b>	The record of new Accommodation Requests made in each Payment Period shall be obtained from the SIP (and any alternative methods of communication which may have been used out of hours).	
<b>MI Reporting</b>	<p>Shall include as a minimum:</p> <ul style="list-style-type: none"> <li>• Accommodation Request unique identification</li> <li>• Timescales stated on the Accommodation Request by O&amp;S</li> <li>• Actual timescales met by the Subcontractor and confirmation of acceptance from O&amp;S</li> <li>• The variance between the requested timescales and actual timescales met thereby indicating the degree of failure per request</li> </ul>	
<b>Consequences</b>	<b>% Level of Failure (F) in one Payment Period</b>	<b>Points Accrued</b>
Level 1	$2\% \leq F < 3\%$	50
Level 2	$3\% \leq F < 5\%$	75
Level 3	$5\% \leq F < 7\%$	100
Level 4	$7\% \leq F < 9\%$	250

Level 5	9% ≤ F < 90%	500
Level 6	N/A	N/A

<b>KPI 2</b>	Dispersal of Service Users	
<b>Schedule 2 References</b>	Paragraph 4.2.1. The Subcontractor shall provide Serviced Accommodation for Service Users within the Specified Region.	
<b>Definition</b>	In respect of every Accommodation Request issued by O&S, the Subcontractor disperses or routes the identified Service User(s) to dispersal accommodation within the timescale stated on the relevant Accommodation Request.	
<b>Target</b>	98%	
<b>Measure</b>	The percentage of Service Users which were not accommodated within the time-scales stated on the relevant Accommodation Request.	
<b>Measurement Mechanism</b>	<p>The record of Accommodation Requests made in each Payment Period shall be obtained from the SIP (and any alternative methods of communication which may have been used).</p> <p>O&amp;S shall run an exception report from the SIP to show timescale differences in order to validate the MI provided by the Subcontractor.</p>	
<b>MI Reporting</b>	<p>Shall include as a minimum:</p> <ul style="list-style-type: none"> <li>• Accommodation Request unique identification</li> <li>• Timescales for dispersal stated on the Accommodation Request by O&amp;S</li> <li>• Actual timescales of dispersal met by the Subcontractor</li> </ul> <p>The variance between the requested timescales and actual timescales met thereby indicating the degree of failure per request</p>	
<b>Consequences</b>	<b>% Level of Failure (F) in one Payment Period</b>	<b>Points Accrued</b>
Level 1	$2\% \leq F < 3\%$	250
Level 2	$3\% \leq F < 5\%$	500
Level 3	$5\% \leq F < 7\%$	1000
Level 4	$7\% \leq F < 9\%$	1250

Level 5	9% ≤ F < 90%	1500
Level 6	N/A	N/A

KPI 3	Not used
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<b>KPI 4</b>	Accommodation Standards (SAFE)	
<b>Schedule 2 References</b>	<p>Paragraph 4.2.3. The Subcontractor shall provide an emergency response and reactive maintenance service.</p> <p>Annex B: B1.1.1, Housing is of a SAFE standard as specified in B.2 and maintained within response times specified in B.11.</p>	
<b>Definition</b>	All Service Users are housed in accommodation that is not assessed as being Unsafe in accordance with Annex B.2 outside of the response times defined in B.11.	
<b>Target</b>	100% (0 failures)	
<b>Measure</b>	The number of cases where a Service User is housed in accommodation that can be or has been assessed as being Unsafe and requiring emergency action by the Subcontractor after the expiry of the specified response time.	
<b>Measurement Mechanism</b>	The number of instances where Service Users are housed in Unsafe accommodation in accordance with Annex B.2 outside of the response times defined in B.11 in each Payment Period will be reported by the Subcontractor to O&S via a monthly management information report. O&S can access the Subcontractor's management information to validate details of the management report.	
<b>MI Reporting</b>	<p>Report shall include as a minimum:</p> <ul style="list-style-type: none"> <li>• No. of cases per month which are "Unsafe"</li> <li>• Date of reported issue(s)</li> <li>• Target date to resolve</li> <li>• Status (New, Closed, Ongoing)</li> <li>• Actual time to resolve</li> </ul>	
<b>Consequences</b>	<b>Number of Service Users housed in Unsafe Accommodation in each Payment Period</b>	<b>Points Awarded</b>
Level 1	1	500
Level 2	2	750

Level 3	3	1000
Level 4	4	1250
Level 5	5 incidences or more	1500
Level 6	N/A	N/A

<b>KPI 5</b>	HABITABLE accommodation	
<b>Schedule 2 References</b>	<p>Paragraph 4.2.2. The Subcontractor shall provide a serviced accommodation pre-planned maintenance service.</p> <p>Annex B: B.1.1.2, Housing is of a HABITABLE standard as specified in B.3 and maintained within response times specified in B.11</p>	
<b>Definition</b>	All Service Users are housed in accommodation that is not assessed as having Severe Defects in accordance with Annex B 3 outside the response times defined in B.11	
<b>Target</b>	100% (0 failures)	
<b>Measure</b>	The number of Service Users who are housed in accommodation that has been assessed as non-compliant and having severe Defects after the expiry of the specified response time.	
<b>Measurement Mechanism</b>	<p>The number of instances where Service Users are housed in accommodation assessed as having Severe Defects in accordance with Annex B.3 outside the response times defined in B.11 in each Payment Period will be reported by the Subcontractor to O&amp;S via a monthly management information report.</p> <p>O&amp;S can access the Subcontractor's management information to validate details of the management report.</p>	
<b>MI Reporting</b>	<p>Report shall include as a minimum:</p> <ul style="list-style-type: none"> <li>• No. of cases per month which are "uninhabitable"</li> <li>• Date of reported issue(s)</li> <li>• Target date to resolve</li> <li>• Status (New, Closed, Ongoing)</li> <li>• Actual time to resolve</li> </ul>	
<b>Consequences</b>	<b>Number of Service Users (N) affected in one Payment Period</b>	<b>Points Awarded</b>
Level 1	1 ≤ N ≤ 8	500

Level 2	$9 \leq N \leq 12$	750
Level 3	$13 \leq N \leq 15$	1000
Level 4	$16 \leq N \leq 18$	1250
Level 5	$19 < N$	1500
Level 6	N/A	N/A

<b>KPI 6</b>	FIT FOR PURPOSE accommodation
<b>Schedule 2 References</b>	<p>Paragraph 4.2.2. The Subcontractor shall provide a serviced accommodation pre-planned maintenance service.</p> <p>Annex B: B1.1.3, Housing is FIT FOR PURPOSE as specified in B.4, B.5, B.6 and B.7 and maintained within appropriate response times defined in B.11</p>
<b>Definition</b>	All Service Users are housed in accommodation that is assessed as being FIT FOR PURPOSE in accordance with Annex B.4, B.5 and B.6 and the appropriate response times defined in B.11
<b>Target</b>	No more than 10 failures in a Payment Period
<b>Measure</b>	The number of Service Users who are housed in accommodation that has been assessed as non-compliant after the expiry of the specified response time.
<b>Measurement Mechanism</b>	<ul style="list-style-type: none"> <li>• The number of instances where Service Users are housed in accommodation assessed as being not FIT FOR PURPOSE in accordance with Annex B.4, B.5 and B.6 and the appropriate response times defined in B.11 in each Payment Period will be reported by the Subcontractor to O&amp;S via a monthly management information report.</li> </ul> <p>O&amp;S can access the Subcontractor's management information to validate details of the management report.</p>
<b>MI Reporting</b>	<p>Report shall include as a minimum:</p> <ul style="list-style-type: none"> <li>• No. of cases per month which are not "Fit for Purpose"</li> <li>• Date of reported issue(s)</li> <li>• Target date to resolve</li> <li>• Status (New, Closed, Ongoing)</li> <li>• Actual time to resolve</li> </ul>

Consequences	Number of Service Users (N) affected in one Payment Period	Points Awarded
Level 1	10 ≤ N ≤ 20	250
Level 2	21 ≤ N ≤ 30	300
Level 3	31 ≤ N ≤ 40	350
Level 4	41 ≤ N ≤ 60	400
Level 5	61 ≤ N ≤ 80	450
Level 6	81 < N	500

<b>KPI 7</b>	Complaints Management	
<b>Schedule 2 References</b>	Paragraph 4.4.2. The Subcontractor shall provide a complaints service for Service Users	
<b>Definition</b>	The Subcontractor shall provide the ways and means for the Service Users to raise complaints and should seek to resolve any complaints within 5 working days.	
<b>Target</b>	99%	
<b>Measure</b>	<p>The number of Service Users who <b>have not</b> been responded to within 1 Working Day of raising their complaint to the Subcontractor; and</p> <p>The degree by which the Subcontractor fails to complete its tasks listed on the action log to resolve complaints within 5 Working Days.</p>	
<b>Measurement Mechanism</b>	<p>The number of instances where Service Users complaints have not been responded to within 1 Working Day of raising their complaint to the Subcontractor and the degree by which the Subcontractor fails to complete the tasks listed on their action log seeks to resolve complaints within 5 Working Days in each Payment Period will be reported by the Subcontractor to O&amp;S via a monthly management information report.</p> <p>O&amp;S can access the Subcontractor's management information to validate details of the management report.</p>	
<b>MI Reporting</b>	<p>In addition to the MI reporting required in Schedule 14 (<i>Management Information and Monitoring</i>) which sets out the reporting requirements for complaint actions and mitigations. O&amp;S shall require expressly for monitoring this KPI:</p> <p>A record of Service Users' complaints and confirmation of communication to the Service User within 1 Working Day; and</p> <p>An exceptions report showing all unresolved complaints.</p>	
<b>Consequences</b>	<b>Level of Success (S) in one Payment Period</b>	<b>Points Awarded</b>

Level 1	96% ≤S< 98%	25
Level 2	94% ≤S< 96%	50
Level 3	92% ≤S< 94%	75
Level 4	90% ≤S< 92%	100
Level 5	90% or less	500
Level 6	N/A	N/A

KPI 8	Not used
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<b>KPI 9</b>	Support Tokens	
<b>Schedule 2 References</b>	Paragraph 4.2.6. The Subcontractor shall provide an Interim Support Token issuing service	
<b>Definition</b>	All Interim Support Tokens are accounted for in accordance with O&S instructions as per the requirements of Schedule 2 (Statement of Requirements)	
<b>Target</b>	No more than 2 failures in one Payment Period	
<b>Measure</b>	The number of failures within the Payment Period, which shall be the number of unreconciled tokens	
<b>Measurement Mechanism</b>	<p>The number of failures which shall be the number of Interim Support Tokens not accounted for in accordance with the requirements of Schedule 2 in each Payment Period, will be reported by the Subcontractor to O&amp;S via a monthly management information report.</p> <p>O&amp;S can access the Subcontractor's management information to validate details of the management report.</p>	
<b>MI Reporting</b>	Exception report of non reconciled tokens by unique identification.	
<b>Consequences</b>	<b>Number of un-reconciled tokens (N) in one Payment Period</b>	<b>Points Accrued</b>
Level 1	$N < 2$	25
Level 2	$3 \leq N \leq 4$	50
Level 3	$5 \leq N \leq 8$	75
Level 4	$9 \leq N \leq 16$	100
Level 5	$17 \leq N \leq 32$	125
Level 6	$N > 32$	180

## Schedule 14

### Monitoring and Management Information

#### Scope

This Schedule presents the monitoring and management information required for two particular purposes:

- 1 Part A sets out the requirements for monitoring and management information required for the purposes of managing and administering the Contract; and
- 2 Part B sets out the requirements of the Office of Government Commerce in support of implementation of Government policy relating to the collection and analysis of supplier management information across Government departments.

#### Part A: Accommodation

##### 1 General

- 1.1 The Subcontractor shall make available to O&S all information relating to the Services via the Management Information reporting system on a daily basis. However, the following specific management information shall be provided to O&S in accordance with the timescales set out in Schedule 7 (Contract Management Regime):

- a) Management reports pertaining to the operation of this Contract including Financial Reports; and

b) Performance reports relating to the Subcontractor's Service delivery during each period.

##### 2 Information for Management and Administration of the Contract

- 2.1 The Subcontractor shall submit and make available regular Management Information reports to the O&S Contract Manager in the format and structure provided for in Appendix B of this Schedule, at the times specified.

2.2 Not used.

##### 3 Electronic Reporting

3.1 Not used.

- 3.2 The parties shall use their electronic management reporting systems as the primary data source for Accommodation Requests. This data is regularly updated into O&S's asylum support application and, from it, daily information is created which will enable the Subcontractor to raise invoices for submission to O&S. O&S may also implement an online workflow on its web

system during the life of this Contract and the Subcontractor shall use this, as and when required.

#### 4 Data Quality

- 4.1 The Subcontractor shall ensure that all Management Information reports submitted to O&S are complete and accurate at all times.
- 4.2 The Subcontractor warrants that it shall comply with Clause 8 (Records, Rights of Inspection and Provision of Information) of the Contract.
- 4.3 In the event that any errors are identified by either Party, then the Subcontractor shall be required to promptly correct such errors and resubmit the Management Information reports within the timescales set out in Schedule 7 (Contract Management Regime) and in accordance with Clause 8 (Records, Rights of Inspection and Provision of Information) of the Contract.

#### Part B: OGC Requirements

#### 5 Provision of Management Information to the Office of Government Commerce

- 5.1 Recent efficiency reviews in Government which analysed collaborative procurement practices, both within central government and the wider public sector, found that the quality of management information (MI) on procurement spend across the public sector needed to be improved, thereby increasing transparency across the whole of government.
- 5.2 Therefore, O&S requires the Subcontractor to comply with the following standard conditions in respect of the provision, on request, of detailed management information to the Office of Government Commerce (or any successor body which assumes the OGC's functions, including the Efficiency and Reform Group of the Cabinet Office) ("OGC").
  - a) Where requested by O&S, the Subcontractor shall supply the management information to the Authority, Serco, O&S and/or the OGC in the form set out in the following Management Information Appendix 1 (the "OGC Management Information") during the Term of the Contract.
  - b) The Subcontractor agrees that O&S may provide the Authority, Serco and/or the OGC with information relating to the Services procured and any payments made under the Contract.
  - c) Upon receipt of the OGC Management Information supplied by the Subcontractor in response to a request under paragraph 5.2(a) or receipt of information provided by O&S to the Authority, Serco and/or OGC under paragraph 5.2(b) above, O&S and the Subcontractor hereby consent to the OGC:

- storing and analysing the OGC Management Information and producing statistics; and
  - sharing the OGC Management Information or any statistics produced using the OGC Management Information with any other Contracting Authority.
- d) In the event that the OGC shares the OGC Management Information or information provided under paragraph 5.2(b) in accordance with this paragraph 5.2(d), any Contracting Authority receiving the OGC Management Information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Contracting Authority (unless required by law).

O&S may make changes to the OGC Management Information which the Subcontractor is required to supply and shall give the Subcontractor at least one weeks written notice of any such changes.

- 5.3 The Subcontractor acknowledges that, under paragraph 5 of Schedule 14 (Monitoring and Management Information) of the O&S Contract, O&S is subject to provisions similar to those contained in this paragraph 5. The Subcontractor shall provide all reasonable assistance to O&S to allow O&S to comply with its obligations under paragraph 5 of Schedule 14 (Monitoring and Management Information) of the O&S Contract.

**APPENDIX A: OGC MANAGEMENT INFORMATION FOR OFFICE OF GOVERNMENT  
COMMERCE**

List of fields relating to the management information required (the final scope of requirements may vary according to the category of spend and will be agreed with the supplier at the time of engagement.)

Line Item Amount

Invoice Line Description Invoice Line Number Currency Code

Order Date

VAT Inclusion Flag

VAT Rate

List Price

Number of Items

Unit of Purchase

Unit of Purchase Quantity Price per Unit

Supplier Product/Service Code

Product description

Product/Service Level 1(Product or Service Name)

Product/Service Level 2

Product/Service Level 3

Product/Service Level 4

Product/Service Level 5

UNSPSC Code

Taxonomy Code

Taxonomy Name

Geographical

Project Code

Project description

Project Start Date

Project Delivery Date (Estimate and Actual)

Total project cost Project Stage

APPENDIX B: Management Information

Item Number	MI Document Title	MI Contents and description	Format	Frequency
1	Accommodation			
1.1	Pre-move inspection report	Copies of all pre-move inspection in the given payment period	Narrative Document	Daily
1.2	Property Schedule	Master list of all properties under the management of the Provider to include: (updated via R99 process via process) Address Postcode Local Authority Area Bedspace size Whether HMO or not Whether the HMO is registered or not Person specification (name, nationality, date of birth, NASS reference) Placement start date Provider's contact details for property Sub Contractor details Industry Sector (e.g. private landlords, housing associations, and other social landlords, Local Authorities) Any properties which have been terminated / handed back to the landlord and details of any new procurements	Excel & PDF	Daily via the R99 Process
1.3a	Terminated and new properties		Excel & PDF	Daily
1.3b	Monthly inspections and maintenance schedules	Copes of inspection reports, sight of maser spreadsheet detailing each property and date last inspected	Narrative document	Daily
1.3c	Gas, Electric & HHSRS Certs including HMO Licenses and PAT testing, fire safety assessment record	Details of all inspections, dates of last check and renewal dates. Certificates need to be available via a scanned document copy.	Excel & Scanned files	On renewal
1.4	Relocations	Date and explanation of reason for relocation	Excel	Daily

Item Number	MI Document Title	MI Number and description	Format	Frequency
1.5	Not used			
1.6	Property visits	Details of visits to DA and TDA	Excel	Daily
1.7	Absconption of SU's	Details of absconption by SU	Excel	Daily
1.8	Move In's/Out's	Details of move ins and move outs	Excel	Daily
2	General			
2.1	Key personnel	Details of staff roles, mandatory training, CRB and CTC check no and renewal due dates for all staff	Narrative document	Pay Period
2.2	Not used			
2.3	Contingency Plan	The Plans will cover every element of this service	Narrative document	Initially before Contract Effective Date and then jointly reviewed every 6 months
2.4	Complaints	This will detail the nature of the complaint, the source, the outcome with the relevant dates.		Daily
3	Not used			
3.1	Not used			
4	Business as Usual			

Item Number	MI Document Title	MI Contents and description	Format	Frequency
4.1	Invoicing and reconciliation (Dispersal accommodation)	The Provider shall submit daily reports to the Authority outlining any discrepancies with the R99 reports.	Excel	Daily
4.2	Monitoring and Reporting Services	This will include all the scenarios set out in the Statement of Requirements	Narrative document	Pay Period
5	<b>Commercial</b>			
5.1	Attendance of Corporate Partner Events	Monthly record of engagement	Excel	Pay Period
5.2	Service Improvement Proposal	In accordance with Schedule 2; Transition Plan Schedule 6; Contract Management and Schedule 7; Contract Change the Provider is required to keep a version controlled updated GANTT chart of all actions and maintain a action plan	As appropriate	Pay Quarterly Period
5.3	Not used			
5.4	Strategic Action Log	All actions agreed by the Strategic Relationship Management team	Excel	Quarelyly
5.5	Financial Report	To include the following: 1. Overall accommodations costs 2. Overall management costs	Excel	Quarelyly

**Schedule 15**

**Not used**

## Schedule 16

### Contract Change Control

#### 1. Principles

- 1.1 Both parties shall conduct discussions relating to any proposed changes to this Contract in good faith.
- 1.2 Subject to paragraph 5 below, until such time as a formal variation to this Contract (referred to in this Schedule as a "**Contract Change Note**" or "CCN") has been signed by both parties in accordance with paragraph 2.9 below, the Subcontractor shall, unless otherwise expressly agreed in writing in accordance with the provisions of Clause 15 (Change Control), continue to fulfil all of its then obligations under this Contract.
- 1.3 Each party shall bear its own costs in connection with any work undertaken by that party, its sub-contractors or agents in relation to any proposed change to this Contract (other than any such work which has previously been agreed in accordance with the provisions of paragraph 1.2).
- 1.4 Any discussions, negotiations or other communications which may take place between O&S and the Subcontractor in connection with any proposed change to this Contract, including but not limited to the submission of any written communications, prior to the signing by both parties of the relevant CCN, shall be without prejudice to the rights of either party.

#### 2. Procedure

- 2.1 O&S may require and the Subcontractor may request any amendment to this Contract pursuant to the provisions of this Schedule. In such an event the relevant party shall submit a brief written paper (the "**Proposed Change Paper**") to the other party addressing, as a minimum, the following points:
- (a) the title of the proposed change;
  - (b) the originator and date of the proposal for the proposed change;
  - (c) the reason for the proposed change;
  - (d) full details of the proposed change;
  - (e) the effect, if any, of the proposed change on the Service Charges; and

(f) details of the likely impact, if any, of the proposed change on other aspects of this Contract.

2.2 Within 5 Business Days of the submission of a Proposed Change Paper (or such other period as may be agreed between the parties) the receiving party shall respond to the proposed change paper in writing and, if appropriate, the parties (and/or representatives of either party) shall meet to discuss the Proposed Change Paper.

2.3 Discussion between the parties following the submission of a Proposed Change Paper shall result in either:

(a) agreement between the parties on the changes to be made to this Contract (including agreement on the date upon which the changes are to take effect (the "Change Effective Date")), such agreement to be expressed in the form of proposed revisions to the text (and/or diagrams, designs etc. as necessary) of the relevant parts of this Contract; or

(b) no further action being taken on that Proposed Change Paper.

Where the Proposed Change Paper is submitted by O&S, the Subcontractor shall provide all reasonable advice and assistance with a view to agreeing the relevant change and be required to agree to any reasonable changes required by O&S (provided that appropriate adjustments to the Service Charge are made in accordance with the following paragraphs of this Schedule).

2.4 The Subcontractor shall ensure that any change which it proposes to the Service Charges is fully justified and reasonable having regard to any additional or reduced costs likely to be incurred by the Subcontractor as a result of the relevant change and any such change shall be calculated on a basis which is broadly comparable and consistent with both the methodology and profit margins used in determining the level of the then current Service Charge. Without prejudice to the generality of the foregoing, where the increase or (as the case may be) reduction in the level of the Service Charge (measured over the remainder of the term of this Contract) is likely to be in excess of £10,000, the Subcontractor shall provide to O&S details of:

(a) any change in the level of capital expenditure which would be incurred by the Subcontractor as a result of the change;

any change in the level of operating expenditure which would be incurred by the Subcontractor as a result of the change with an analysis showing any change to the level of expenditure which would be incurred in respect of, inter alia, staff costs, consumables, sub-contracted and bought in services, interest and financing charges and overheads;

- (c) the profit margin which the Subcontractor seeks to achieve in the provision of that part of the Services which would be the subject of the change (including any profit element forming any part of the overhead recoveries referred to in sub paragraph (b) above); and
- (d) the methodology used to determine the proposed change to the Service Charge.

2.5 A copy of any proposed revisions to this Contract agreed between the parties in accordance with paragraph 2.3(a) above, accompanied by a completed pro forma (as reproduced at Appendix 1 below), shall constitute a CCN. Each CCN shall be uniquely identified by a sequential number.

2.6 Two copies of each CCN shall be signed by the Subcontractor and submitted to O&S in accordance with the provisions of Clause 37 (Notices) not less than five Business Days (or such other period as may be agreed between the parties) prior to the Change Effective Date agreed in accordance with paragraph 2.3(a) above.

2.7 Subject to O&S remaining content with the agreement reached in accordance with paragraph 2.3(a) above, O&S's Contract Manager or a Director shall sign both copies of the CCN within three Business Days (or such other period as may be agreed between the parties) of receipt by O&S. Following signature by O&S, one copy of the signed CCN shall be returned to the Subcontractor by O&S.

2.8 A CCN signed by both parties shall constitute an amendment to this Contract pursuant to Clause 15 (Change Control).

2.9 A CCN shall constitute an amendment to this Contract only upon signature by the O&S's Contract Manager or a Director (on behalf of O&S) and by the Subcontractor Contract Manager (on behalf of the Subcontractor) and shall not be binding until both Contract Managers or a Director and the Subcontractor's Contract Manager have so authorised the relevant CCN.

### 3. Emergencies

3.1 In the case of emergency, O&S shall, unless otherwise agreed with the Subcontractor, submit a Proposed Change Paper in accordance with paragraph 2.1 above but the requirements set out in such Proposal Change Paper shall come into immediate effect and the sums payable under the provisions of Schedule 5 (*Service Charges*) shall be varied as set out in paragraph 3.3 below.

3.2 The Subcontractor shall confirm with the O&S Contract Manager whether an event constitutes an emergency before enacting paragraph 3.3 below.

- 3.3 In the case of an emergency:
  - 3.3.1 O&S shall set such provisional change to the amounts then payable under the provisions of Schedule 5 (*Service Charges*) and allow such time for the implementation of the change, as it deems fair and reasonable;
  - 3.3.2 the sums payable under the provisions of Schedule 5 (*Service Charges*) shall be deemed to be so changed on a provisional basis; and
  - 3.3.3 this provisional change will be effective until such time as the sums payable under the provisions of Schedule 5 (*Service Charges*) are varied (or not varied) as agreed by O&S and the Subcontractor or determined in accordance with Clause 36 (Dispute Resolution).
  
- 3.4 In the event that the provisional sums payable under the provisions of Schedule 5 (*Service Charges*) set by O&S are less than the applicable sums, as subsequently agreed by the parties or determined pursuant to Clause 36 (Dispute Resolution) such that following such provisional change the instalments paid by O&S are less than they should have been, an adjusting payment (an "Adjusting Payment") shall be made by O&S to the Subcontractor.
  
- 3.5 In the event that the provisional sums payable under the provisions of Schedule 5 (*Service Charges*) set by O&S are more than the applicable sums, as subsequently agreed by the parties or determined pursuant to Clause 36 (Dispute Resolution) such that following such provisional change the instalments paid by O&S are more than they should have been, an adjusting payment (an "Adjusting Payment") shall be made by the Subcontractor to O&S.
  
- 3.6 The Adjusting Payment shall be:
  - 3.6.1 made on or before the date falling thirty (30) days after the date of such agreement or determination; and
  - 3.6.2 the difference between the amounts paid and the amounts which are finally agreed or determined, calculated over the period from the date the changes referred to in the Proposed Change Paper became effective until the date upon which the applicable sums payable were agreed or determined pursuant to Clause 36 (Dispute Resolution).

4. **Minor Changes**

4.1 For the avoidance of doubt, it shall not be deemed a change to any obligation hereunder and there shall not be any variation of the amounts payable under the provisions of Schedule 5 (*Service Charges*) pursuant to any provision of the Contract if:

4.1.1 the provision of the proposed change remains within the parameters set out in Schedule 2 (Statement of Requirements) and has no effect on the Service Charges; or

4.1.2 the Authority requires the Subcontractor to make any adjustments as a result of a failure by the Subcontractor to meet the requirements of the Contract, whether under a Remedial Plan or otherwise.

APPENDIX A: CCN Pro-forma

Contract Change Note

Sequential Number: .....

Title: .....

Number of pages attached: .....

WHEREAS the Subcontractor and O&S:

A entered into an agreement (the "Original Agreement") dated 2012 for the Subcontractor to provide services to O&S in respect of asylum seekers; and

B wish to amend the Original Agreement.

IT IS AGREED as follows

- 1. With effect from [date], the Original Agreement (as the same may from time to time have been amended prior to the date of this Contract Change Note) shall be amended as set out below:

*[Drafting Note: Full details of any amendments to the Original Agreement should be inserted here.]*

- 2. Save as herein amended, all other terms and conditions of the Original Agreement shall remain in full force and effect.

Signed for and on behalf of [Insert name of Subcontractor] (the Subcontractor)

By.....

Name ..... (Director)

Title .....

Date .....

Signed for and on behalf of O&S (O&S)

By.....

Name .....

Title .....

Date.....

Schedule 17

Draft Termination Disclosure Letter

**Private & Confidential**

To: [insert addressee]

.....20[ ]

Dear Sirs

**COMPASS Accommodation Project**

- 1 This is the Termination Disclosure Letter referred to in the Contract (the "Contract") dated [ ] 2012 entered into between Orchard & Shipman (Glasgow) Limited ("O&S") and [insert name of Subcontractor] (the "Subcontractor") relating to the provision of accommodation and related services.
- 2 Unless the context otherwise requires, expressions defined in the Contract have the same meaning in this letter, and the principles of interpretation set out in the Contract shall apply to this letter.
- 3 The Warranties set out in Clause 27.1(b) and Part B of Schedule 11 of the Contract (the "Termination Warranties") are made and given subject to the disclosures in this letter. Accordingly, O&S and the Subcontractor agree that the Subcontractor shall not be or be deemed to be in breach of the Termination Warranties in respect of the matters mentioned in or otherwise disclosed by this letter.
- 4 Although, for ease of reference, certain items in this letter are referenced to particular Termination Warranties, all disclosures in this letter are to be taken as relating to each of the Termination Warranties.
- 5 The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Contract.
- 6 This letter shall be construed as including, and there is deemed to be incorporated in this letter, all the information contained in the contents of the documents in the attached bundle (copies of which have been initialled on behalf of O&S and the Subcontractor for the purposes of identification) (the "Disclosure Bundle").

7 Unless otherwise stated, references in this letter to document numbers are references to the documents contained in the Disclosure Bundle and listed in the schedule of documents attached to this letter.

8 The following specific disclosures are made in relation to the Warranties:

8.1 Attached to this letter at Appendix [...] is the Provisional Staff List;

8.2 [Insert specific disclosures but only to the extent that such further matters are reasonably specific and the implications of them are reasonably capable of being properly understood by O&S].

9 Would you kindly acknowledge receipt of this letter by signing the acknowledgement on the enclosed duplicate and returning the duplicate to us. Such signature and return will constitute your confirmation that the disclosures in this letter are accepted for the purposes of the Contract on the basis stated in this letter.

Yours faithfully

Signed on behalf of [the Subcontractor]

Signed: .....

Name: ..... Position: .....

We acknowledge receipt of the letter of which this is a duplicate.

Signed on behalf of Orchard & Shipman (Glasgow) Limited

Signed: ..... Date: .....

Name: ..... Position: .....

## Schedule 18

### Payments on Termination

#### Part A – Calculation of Payments

1 "Unavoidable Breakage Costs" shall be:

those costs and expenses (excluding VAT) necessarily and reasonably incurred by the Subcontractor in terminating, as a result of a Serco Termination Event, an Authority Termination Event or an O&S Termination Event any leases or licences of premises entered into by the Subcontractor after the date of this Contract for the purposes of providing the Services but which are no longer required by the Subcontractor as a result of the Serco Termination Event, an Authority Termination Event or an O&S Termination Event,

but shall exclude any costs and expenses:

- (a) arising in connection with the termination of any arrangements between the Subcontractor and any Associate of the Subcontractor;
- (b) to the extent that they arise because the relevant arrangements (whether or not previously consented to by O&S) are not terminable without cost to the Subcontractor on 90 days' notice or less;
- (c) which arise as a result of the Subcontractor failing to give notice to terminate the relevant arrangements within 2 Business Days of the issue by O&S of any notice to terminate this Contract under limbs (b) or (c) of the definition of O&S Termination Event;
- (d) which arise as a result of the Subcontractor failing to give notice to terminate the relevant arrangements within 2 Business Days of receipt by O&S of any notice from Serco to terminate the O&S Contract (such notice to be provided immediately by O&S to the Subcontractor);
- (e) which arise as a result of the Subcontractor failing to terminate the relevant arrangements within 2 Business Days of receipt by Serco of any notice from the Authority to terminate the Prime Contract (such notice to be passed immediately to the Subcontractor upon receipt of the such same by O&S from Serco);
- (f) arising in connection with premises which are not occupied by Service Users on the date on which O&S gives notice to the Subcontractor to terminate this Contract.

2 "Termination Redundancy Costs" shall, subject to paragraph 3 below, be the statutory redundancy payments payable by the Subcontractor or a sub-contractor of the Subcontractor to or in respect of an employee of the Subcontractor or a sub-contractor of the Subcontractor who was first employed by the Subcontractor after the date of this Contract and whose contract of

employment is terminated by the Subcontractor or a sub-contractor of the Subcontractor on the grounds of redundancy caused by the Serco Termination Event, an Authority Termination Event or an O&S Termination Event, but excluding for the avoidance of doubt any payments made to or in respect of any such employee in respect of:

- (a) notice, or pay in lieu of notice, to terminate the relevant employee's contract of employment;
- (b) matters for which the relevant employee does not have a legal entitlement or which are in any way discretionary;
- (c) accrued but unused holiday;
- (d) wrongful or unfair dismissal or any form of discrimination or breach of obligation (including without limitation obligations relating to non discrimination);
- (e) accrued entitlements unrelated to the relevant termination (including without limitation for salary and other benefits);
- (f) contractual redundancy entitlements; and/or
- (g) collective redundancy related claims.

3 The Termination Redundancy Costs shall only include any payment in respect of the relevant employee of the Subcontractor or a sub-contractor of the Subcontractor where the Subcontractor or sub-contractor of the Subcontractor has:

- (a) consulted O&S over the criteria to be adopted in deciding which, if any, employees are to be made redundant;
- (b) before dismissing any employee, used its reasonable endeavours to find the employee suitable alternative work within the Subcontractor or the sub-contractor of the Subcontractor and/or its or their Associates;
- (c) given O&S at least 20 days' notice in writing of its intention to dismiss any particular employee in the circumstances envisaged in the definition of Termination Redundancy together with an estimate of the Termination Redundancy Costs which will arise if the employee is dismissed;
- (d) complied with all requirements which O&S (acting reasonably) may impose in relation to the dismissal of any person;
- (e) obtained the written agreement of O&S to the dismissal in advance of doing any act which constitutes the dismissal (such agreement not to be unreasonably withheld); and

- (f) complied with the provisions of this Contract with regard to the employment of the relevant individual by the Subcontractor or a sub-contractor of the Subcontractor, the involvement of the relevant individual in connection with the provision of the Services and the terms and conditions on which the relevant individual is employed.

4 The Subcontractor shall:

- (a) use all reasonable endeavours to mitigate its liability for Unavoidable Breakage Costs;
- (b) to the extent reasonably practicable consult with O&S as required by O&S in advance of incurring any Unavoidable Breakage Costs and shall take reasonable account of any comments made by O&S during the course of such consultation; and
- (c) act in accordance with any reasonable instructions given by O&S for the purposes of minimising the level of the Unavoidable Breakage Costs.

- 5 If there is any dispute about the amount or existence of any Unavoidable Breakage Costs and/or any Termination Redundancy Costs any such dispute shall be referred to the independent experts. The decision of the Independent Experts (who shall act as experts and not as arbitrators) shall, in the absence of manifest error, be final and binding and their fees shall be borne as they shall direct or, in the absence of any direction, equally by O&S and the Subcontractor. The parties shall provide the Independent Experts with such information and access to such documents as the Independent Experts may reasonably require.

#### Part B – Payments

- 1 Any amount payable by O&S under Clause 21.7 (Payment on Early Termination) shall be payable by O&S to the Subcontractor on the later of:
- (a) the date on which the Subcontractor makes the relevant payment which forms part of the relevant Unavoidable Breakage Costs or (as the case may be) Termination Redundancy Costs; and
  - (b) the date 45 days after the date on which the Subcontractor provides O&S with written notice of the amount of the payment which forms or will form part of the relevant Unavoidable Breakage Costs or (as the case may be) Termination Redundancy Costs together with such reasonable supporting information as O&S may reasonably require as to the entitlement of the Subcontractor to claim the relevant amount; and
  - (c) subject to Clause 2B of this Contract, the date falling 20 days after O&S has received the relevant payment from Serco where the early termination of this Contract arises as a result of an Authority Termination Event under the Prime Contract or a Serco Termination Event under the O&S Contract.

- 2 The Subcontractor shall reimburse to O&S any amount paid by O&S to the Subcontractor in respect of Termination Redundancy Costs payable to or in respect of any individual who becomes an employee of the Subcontractor or any Associate of the Subcontractor within the period of 12 months following the relevant redundancy, except where O&S has expressly consented to such employment.
- 3 Any amount payable to O&S under Paragraph 2 above shall be paid to O&S within 10 days of the relevant amount becoming payable and the Subcontractor agrees to provide O&S with all reasonable rights of access to information as O&S may reasonably request for the purposes of determining any amount payable to O&S under Paragraph 2.

Schedule 19

Not Used

## Schedule 20

### Business Continuity and Disaster Recovery

1. The Subcontractor is required to produce, prior to the Contract Effective Date, a comprehensive Business Continuity Plan (BCP), including Disaster Recovery procedures which meet the British Standard for Business Continuity Managements, BS25999. The BCP shall be agreed by O&S, which shall not unreasonably withhold its approval.
2. The BCP should be written to complement the following phases of the Contract :
  - 2.1 Mobilisation;
  - 2.2 Transition;
  - 2.3 delivery and execution; and
  - 2.4 exit and handover.
3. The situations in which the BCP can be utilised should include as a minimum:
  - General*
    - Non-availability of Staff
    - Destitution
      - Inhabitable accommodation
      - Landlord evictions
    - Communications systems, recording systems
    - Infectious disease pandemic
    - Serious adverse weather event
  - IT and Security*
    - Loss of Project Data
    - Breach of IT and Security requirements
4. The BCP shall include the critical activities to be recovered and the Key Representatives responsible, including but not limited to:
  - The timescales in which the critical activities are to be recovered;
  - The recovery levels needed for each critical activity; and
  - Strategies for recovery.
5. The Subcontractor shall ensure that the BCP complies fully with Clause 14 of the Contract, Schedule 2 (*Statement of Requirements*) and Schedule 21 (*Security Requirements and Plan*).

6. The Subcontractor shall ensure that its Staff and its sub-contractors' staff have access to a copy of the BCP and are trained in these emergency procedures.
7. The Subcontractor shall ensure that all of its staff, whether directly employed or via a sub-contractor, understand the manual back up of the systems in place to ensure that, in the event of any failure to its IT systems used in the delivery of the Services, it is able to carry out the Services with minimal disruption.
8. The Subcontractor shall ensure that the risk assessments which inform the BCP and the BCP itself are regularly refreshed and updated as appropriate and no less than once every six months. Any changes to the BCP are to be approved by O&S as part of the strategic review meetings which form part of the contract management regime, as set out in Schedule 7 (*Contract Management Regime*).

## Schedule 21

### Security Requirements and Plan

The Subcontractor is required to adhere to specific security provisions as set out within Clause 26 of the Contract and this Schedule. The Subcontractor acknowledges that the security provisions set out by Clause 26 and this Schedule 21 may change from time to time.

#### 1. Security Assessment

- 1.1 The Subcontractor is required to undertake a thorough security assessment in the form of a questionnaire which shall be provided by O&S. The Subcontractor must complete the assessment in advance of the Contract Effective Date, to O&S's minimum requirements.
- 1.2 Where the Subcontractor's security assessment does not meet O&S's minimum requirements, the Subcontractor must submit to O&S a plan for bringing the assessment to at least the minimum acceptable level required by O&S for O&S's approval (which shall not be unreasonably withheld).
- 1.3 The security assessment will be continually reviewed and monitored by the parties throughout the term of the Contract and the Subcontractor acknowledges that it may be required to make adjustments to its security assessment to ensure that O&S's needs are constantly met.
- 1.4 In addition to the security assessment outlined within paragraphs 1.1 – 1.3 inclusive above, the Subcontractor may from time to time be required to respond to additional O&S requests for assurance regarding the handling of information, to enable O&S to assess the maturity of the Subcontractor's information handling policies and procedures.

#### 2. Physical Security

- 2.1 The Subcontractor shall ensure that, as a minimum:
  - protectively marked data is secured in appropriate security containers;
  - windows, locks, doors and entry controls at premises owned or used by the Subcontractor or its staff in connection with the provision of the Services meet appropriate security standards;
  - access to Project Data is restricted to staff who have passed the relevant Staff Vetting Procedures and have a demonstrable need to have access to Project Data to carry out their duties; and
  - plans are in place for dealing with and intercepting unauthorised visitors and intruders.

### 3. Accountability in respect of Project Data

- 3.1 The Subcontractor shall appoint at least one responsible person who is accountable for the assurance of Project Data used in delivering the Services. The responsible person shall be named within Schedule 12 (*Key Representatives*).
- 3.2 The Subcontractor shall consult with O&S in relation to any proposed change to the person accountable for the assurance of Project Data and ensure that O&S's Contract Manager is notified in order to update Schedule 12 (*Key Representatives*).

### 4. Structured Risk Assessment for Project Data

- 4.1 The Subcontractor shall ensure that it has undertaken a structured risk assessment which highlights when Project Data is most vulnerable whilst in its care. The risk assessment shall be presented to O&S in the form of a risk register which shall include, but is not limited, to:

- a record of the security risks identified;
- impact of the risk to the Authority or O&S;
- level of risk;
- mitigation and contingency plans.

- 4.2 The Subcontractor shall submit the risk register in accordance with Schedule 7 (*Contract Management*) and as requested from time to time by O&S.

- 4.3 The Subcontractor will continually review the risk assessment and will ensure that the risks are taken into consideration when planning, selecting, designing and modifying its facilities required for delivering the Services.

### 5. Data Handling Policies

- 5.1 The Subcontractor shall have in place documented policies and procedures which are consistent with the requirements of the Contract and which govern the delivery of the Services with respect to:

- the level of security clearance required by staff before they can access Project Data;
- where Project Data can be stored;
- when Project Data can or cannot be transmitted electronically, by fax or discussed over the telephone; and
- when Project Data can or cannot be sent via post or courier.

5.2 The Subcontractor shall in accordance with Clause 12 of the Contract and under the Data Protection Act have clear policies in place and in the event of a discrepancy between this Schedule and the terms and conditions of the Contract, the Contract shall prevail.

5.3 The Subcontractor's policies in relation to compliance with the Data Protection Legislation shall include, as a minimum, the following principles of the Data Protection Act 1998:

- Personal Data is processed fairly and lawfully;
- Personal Data is obtained and only used for specified and lawful purposes;
- Personal Data is adequate, relevant and not excessive;
- Personal Data is accurate and kept up to date;
- Personal Data is kept for no longer than is necessary;
- Personal Data is processed in accordance with the individual's rights;
- Personal Data is kept secure; and
- Personal Data is usually only stored in the UK and must only be transferred to countries that offer adequate data protection and where O&S's approval has been granted and the conditions of Clause 12 have been met.

5.4 The Subcontractor shall ensure that electronic personal data being transmitted outside secure boundaries is encrypted to FIPS 140-2 standard.

## 6. Interoperability

6.1 Where the Authority or O&S access the Subcontractor's IT facilities from legacy systems, the Subcontractor must work with other IT suppliers, as appropriate, to ensure technically robust and secure interoperability.

## 7. Breaches

7.1 The Subcontractor shall have in place a documented procedure which addresses breaches of the requirements for handling Personal Data. Any breach or suspected breach must be reported immediately to O&S and shall be dealt with by O&S as set out within the Contract.

Schedule 22

Not used

## Schedule 23

### Procurement Consultation

#### 1. Scope

- 1.1 The Subcontractor acknowledges that the Authority is committed to the pursuit of wider policy objectives through procurement and that Serco is under an obligation under the Prime Contract to use its reasonable endeavours to subscribe to and comply with any voluntary charter established by the OGC in support of these objectives outside the formal procurement process. The Subcontractor shall use all reasonable endeavours to assist Serco with its obligations under Clause 3.11 of the Prime Contract and O&S with its obligations pursuant to Schedule 23 (Procurement Consultation) of the O&S Contract.
- 1.2 This Schedule sets out the procurement principles which the Subcontractor shall adhere to when undertaking the procurement of goods and/or services to be utilised in the performance of the Services.
- 1.3 The Subcontractor undertakes to consult with O&S, Serco and/or the Authority and/or Local Authorities and/or other Corporate Partners when procuring additional goods and/or services (which may include additional accommodation or Initial Accommodation) on the:
  - Method of procurement to be undertaken;
  - Estimated value of procurement; and
  - Level of engagement with Stakeholders, Local Authorities and Corporate Partners.

#### 2. Procurement Consultation Strategy

- 2.1 The Subcontractor shall adhere to the Authority's key principles in relation to procurement, as may be provided by O&S to the Subcontractor from time to time, and shall demonstrate its commitment to these via its procurement consultation strategy which will be governed by the following principles:
  - Be fair and competitive to the market, adopting the form of competition appropriate to the value, complexity and novelty of the goods and/or services to be acquired;
  - Be open and transparent and aim to preserve the highest levels of honesty, integrity, impartiality and objectivity;
  - Understand the corporate and social responsibilities associated with (where appropriate to the procurement) the Equality Act 2010;

- Execute a robust sustainability procurement programme in accordance with Schedule 26 (*Sustainability*);
- Utilise SMEs; and
- Deliver **Value for Money** (which is defined as "the optimum combination of whole-life cost and quality to meet the user requirements").

2.2 The Subcontractor acknowledges O&S's Procurement Consultation Strategy attached as Appendix A to the O&S Contract (the **Procurement Consultation Strategy**) and shall comply with such strategy in relation to this Contract as if it were O&S under that strategy.

### 3. Suitability of Accommodation

3.1 The Subcontractor shall ensure at all times that it does not use any property (whether it be for accommodation or Initial Accommodation purposes) which has not been tested under the governance of the Procurement Consultation Strategy. Where O&S becomes aware that such a property is being used, it has the right to require, and the Subcontractor shall be obliged to:

3.1.1. relocate the relevant Service User(s) at the Subcontractor's own cost; and

3.1.2. reimburse O&S for any Service Charges it may have paid against that particular property.

3.2 O&S will retain the right to approve the suitability of accommodation procured by the Subcontractor (with the exception of HMO accommodation which has been licensed by the relevant Local Authority) and shall do so acting reasonably.

3.3 In the event that O&S does not deem accommodation to be suitable, it shall provide an appropriate explanation and the Subcontractor shall ensure that it acts upon O&S's response and sources alternative accommodation.

3.4 Not used.

3.5 Where the Subcontractor is utilising a property which fails to meet the accommodation standards as set out in Schedule 2 (*Statement of Requirements*), the Subcontractor shall:

- Provide an action plan for resolving any issues, which shall be discussed at the strategic review meetings detailed within Schedule 7 (*Contract Management*); and
- Set out the process to be adhered to for removing any property which does not meet O&S's standards for accommodation from its portfolio.

4. **Monitoring and Review**

- 4.1 The Subcontractor acknowledges that within the Contract Management meetings set out in Schedule 7 (*Contract Management*), O&S may request information pertaining to the effectiveness of the Procurement Consultation Strategy. In addition, O&S shall periodically complete (and the Subcontractor acknowledges that the Authority or O&S or Serco may periodically complete) spot checks to test the effectiveness of the strategy.
- 4.2 The Subcontractor shall keep complete and accurate records of all procurement activities it undertakes throughout the Contract Term and agrees that, in accordance with Clause 8 of the Contract, the Authority, O&S and/or Serco may seek to audit these records.

Schedule 24

Material Sub-contractors

The Subcontractor's Material Sub-contractors are:

No.	Material Sub-contractor	Purpose for which sub-contracting is permitted
1	Murdock Property Service	Accommodation Provider
2		

The Subcontractor's sub-contractors who will be utilised in addition to the Material Sub-contractors are:

No.	Approved sub-contractor	Purpose for which sub-contracting is permitted

## Schedule 25

### Safeguarding Children

1 The Subcontractor shall ensure that any staff engaged to deliver the Services comply with and at all times have regard to the legal duties and responsibilities set out in:

- Section 55 of the Borders, Citizenship and Immigration Act 2009

This provision places a duty on the Secretary of State to make arrangements for ensuring that immigration, asylum, nationality and customs functions are discharged having regard to the need to safeguard and promote the welfare of children in the UK. Any services provided by contractors which relate to the discharge of UK Border Agency functions must be carried out having regard to the need to safeguard and promote the welfare of children. Section 55 of the Act also requires any person subject to the duty to have regard to any guidance issued by the Secretary of State for the purpose of safeguarding and promoting the welfare of children who are in the United Kingdom.

- The Safeguarding Vulnerable Groups Act 2006 and the Safeguarding Vulnerable Groups Northern Ireland Order 2007

This provides for the establishment of the Vetting and Barring Scheme in England, Wales and Northern Ireland.

2 Both of the provisions referred to above require the Subcontractor to ensure that any staff engaged to deliver the Services who work with children and/or vulnerable adults on a regular or intensive basis or overnight:

- are registered with the Independent Safeguarding Authority's (ISA) Vetting and Barring Scheme (VBS);
- undergo an enhanced Criminal Record Bureau (CRB) check (or the applicable Northern Ireland equivalent); and
- undergo a CTC security check.

The results of such checks must be known before any employee undertakes duties requiring contact with children.

3 The Subcontractor understands that dependent children or minors may only be transported with their Family Members or a responsible adult (which may include family members, friends, volunteers and/or social/health care professionals) and who understands and fully complies with the Authority's obligations for safeguarding children.

- 4 The Subcontractor will comply with any reasonable request by the Authority, Serco and/or O&S for monitoring information to demonstrate the Subcontractor's compliance with both of the provisions referred to in paragraph 1.1 above.
- 5 In addition (and if appropriate), the Subcontractor shall comply with its legal duties and responsibilities under the Protection of Vulnerable Groups (Scotland) Act 2007, which provides for the Protection of Vulnerable Groups Scheme in Scotland.
- 6 The Subcontractor will ensure an accurate vetting record is kept at all times, in accordance with the Contract and table 1 in Appendix A to this Schedule.



## Schedule 26

### Sustainability

#### 1. Sustainability Policy

- 1.1 The Subcontractor acknowledges that Serco are obliged to support the Authority's strategy for sustainable development (known as "Securing the Future"). The Subcontractor shall support the Securing the Future strategy and assist O&S to fulfil its obligations under Schedule 26 of the O&S Contract by complying with O&S's sustainability policy, which shall be attached to Schedule 26 (Sustainability) of the O&S Contract.
- 1.2 Not used.
- 1.3 Not used.
- 1.4 O&S shall endeavour to support the Subcontractor with the delivery of its sustainability policy by:
  - Providing support and guidance regarding supply management where appropriate, including introducing better working practices; and
  - sharing best practice.

#### 2. Sustainable Targets

- 2.1 Not used.
- 2.2 Where O&S agrees with Serco a set of sustainability KPIs which shall be documented and monitored in accordance with Schedule 13 (*Performance Regime*) of the O&S Contract, the Subcontractor shall comply with these.

#### 3. Monitoring and Review

- 3.1 The Subcontractor will demonstrate its commitment to sustainable development through continual review of the sustainability policy.
- 3.2 In addition, O&S shall periodically request the Subcontractor to complete its CAESER (Corporate Assessment of Environmental, Social and Economic Responsibility) questionnaire, which will set out an action plan to improve performance against an agreed baseline. The parties shall review the progress of this action plan at the SRMB meetings which will be held as set out in Schedule 7 (*Contract Management*).
- 3.3 Following the completion of CAESER, the Subcontractor will report on any agreed actions, in a format to be agreed between the parties.

- 3.4 The Subcontractor, when making Continuous Improvement recommendations regarding the Services under Schedule 6 (*Continuous Improvement*), shall consider recommendations which positively impact the Authority's and O&S's sustainability strategy