

Advice, Issue Reporting and Eligibility Support

Schedule 2

STATEMENT OF REQUIREMENTS

CONTENTS

1	DOCUMENT OVERVIEW	3
1.1	Aim	3
1.2	Asylum System	4
1.3	Scope	6
2	GENERAL REQUIREMENTS	12
2.1	Service Users: Background Information	12
2.2	Relevant Law & Guidance	13
2.3	Hours of Operation	15
2.4	Personnel Standards	15
2.5	Training.....	18
2.6	Safeguarding	20
2.7	Management Information & Reporting	21
2.8	Information Security	23
2.9	Health and Safety	24
2.10	Complaints regarding Provider Services	25
2.11	Performance Standards and Key Performance Indicators	26
2.12	Quality Management.....	27
2.13	Working with Partners.....	28
2.14	Working with the AASC Provider.....	29
2.15	Working with the Asylum Support Payments Provider	32
2.16	Methods of Service Delivery	34
2.17	Service User Experience	38
2.18	Continuous Improvement & Modernisation	38
2.19	Sustainability	39
3	ELIGIBILITY	41
3.1	Eligibility Definition.....	41
3.2	Eligibility Process	41
3.3	S98 Eligibility Assistance.....	42
3.4	S95 Application Assistance	43
3.5	S95 Quality Assurance.....	45
3.6	Section 4 Application Assistance.....	47
3.7	S4 Quality Assurance.....	48
3.8	Resubmission of incomplete or incorrect applications	50
3.9	Refused applications.....	51
3.10	Asylum Support Payment Cards	52
4	ADVICE & GUIDANCE.....	55
4.1	Key Principles	55
4.2	KTP 1: Notification of intent to claim asylum..	57
4.3	KTP 2: Prior to Screening Interview.....	58
4.4	KTP3: Moving into Initial Accommodation (Induction guidance).....	59
4.5	KTP 4: Prior to Substantive Interview:	61
4.6	KTP 5: Change of Circumstances Assistance	63
4.7	KTP 6: Additional Support Applications	66
4.8	KTP 7: Asylum applications status update.....	69
4.9	KTP 8: Post-Asylum Decision Move On Service	70
5	ISSUE REPORTING.....	75
5.1	Single Point of Contact.....	75
5.2	Service User complaints.....	76
5.3	Maintenance Issues with Asylum Accommodation	79
5.4	Issues with Asylum Support Payments.....	82
5.5	Requests for Assistance.....	83
5.6	Service User Feedback	86
6	ANNEXES	88

1 DOCUMENT OVERVIEW

This Schedule 2 ([Statement of Requirements](#)) describes the services to be delivered to Service Users, and the relevant legislation, regulations, policies and principles the Provider shall comply and act in accordance with, in the Provider's execution of the Advice, Issue Reporting and Eligibility (AIRE) Service.

1.1 Aim

- 1.1.1 The aim of the AIRE Service is to provide impartial and independent information, advice, guidance and assistance to help Service Users to understand and navigate the Asylum Support System effectively.
- 1.1.2 A successful service will ensure that:
 - 1.1.2.1 Service Users who are eligible for Asylum Support are assisted to access support in a timely and efficient manner;
 - 1.1.2.2 Service Users are provided with information and advice, both proactively and reactively, to enable them to transition effectively through the Asylum System, and respond appropriately to engagement and touch points with the Authority;
 - 1.1.2.3 Service Users are provided with the information and assistance to enable them to notify the Authority of changes in their needs and circumstances in a timely manner;
 - 1.1.2.4 Service Users are able to report issues, requests for assistance and complaints reliably to a single contact point, which is able to record, classify and refer their communication to the appropriate party for resolution, as efficiently as possible;
 - 1.1.2.5 Service Users are provided with the information and assistance to help them to move-on from Asylum Support, in manner appropriate to the outcome of their asylum claim, to reduce the risk of Service User destitution and/or adverse social outcomes;
 - 1.1.2.6 All services to Service Users are delivered in a manner appropriate to the needs of the Service User and in a way the Service User can understand, including the use of interpretation services where necessary; *and*

- 1.1.2.7 The Authority is provided with information, statistical data and management information in a timely manner, in relation to Service User contact, issues and complaints, to improve the Authority's understanding of the health and condition of the overall Asylum Support system, to help inform Authority interventions to improve the quality and efficiency of service delivery, and remedy areas of concern or performance shortfalls.

1.2 Asylum System

- 1.2.1 The AIRE Service represents a critical component in the effective operation of the Asylum System, and is integral to ensuring that Service Users are able to access Asylum Support efficiently, have the information and assistance they need to navigate the Asylum System and are able to move-on successfully from Asylum Support once their asylum claims have been decided.
- 1.2.2 As implied above, the AIRE Service does not exist in isolation, but rather needs to operate alongside, and in collaboration with the Authority and a range of other services and providers to enable the effective operation of the Asylum System. These services and providers, and the necessary interfaces and touchpoints with the AIRE Service, are described in Paragraphs 2.13 to 2.15 (inclusive) and Paragraphs 4.2 to 4.9 of this Schedule 2.
- 1.2.3 The diagram below is a high-level indicative illustration of the sequence of events as a Service User progresses through the Asylum System, and how the Services to be provided by the Provider under this Contract relate to this sequence of events.
- 1.2.4 The Provider shall note that this diagram is illustrative only, for the purposes of contextualising the service requirements specified in this Schedule 2. The actual transition of Service Users through the Asylum System will vary according to the nature of their asylum claim, their support requirements and their characteristics and needs, and levels of demand for AIRE Services at each stage will vary according to the capabilities and needs of each Service User.

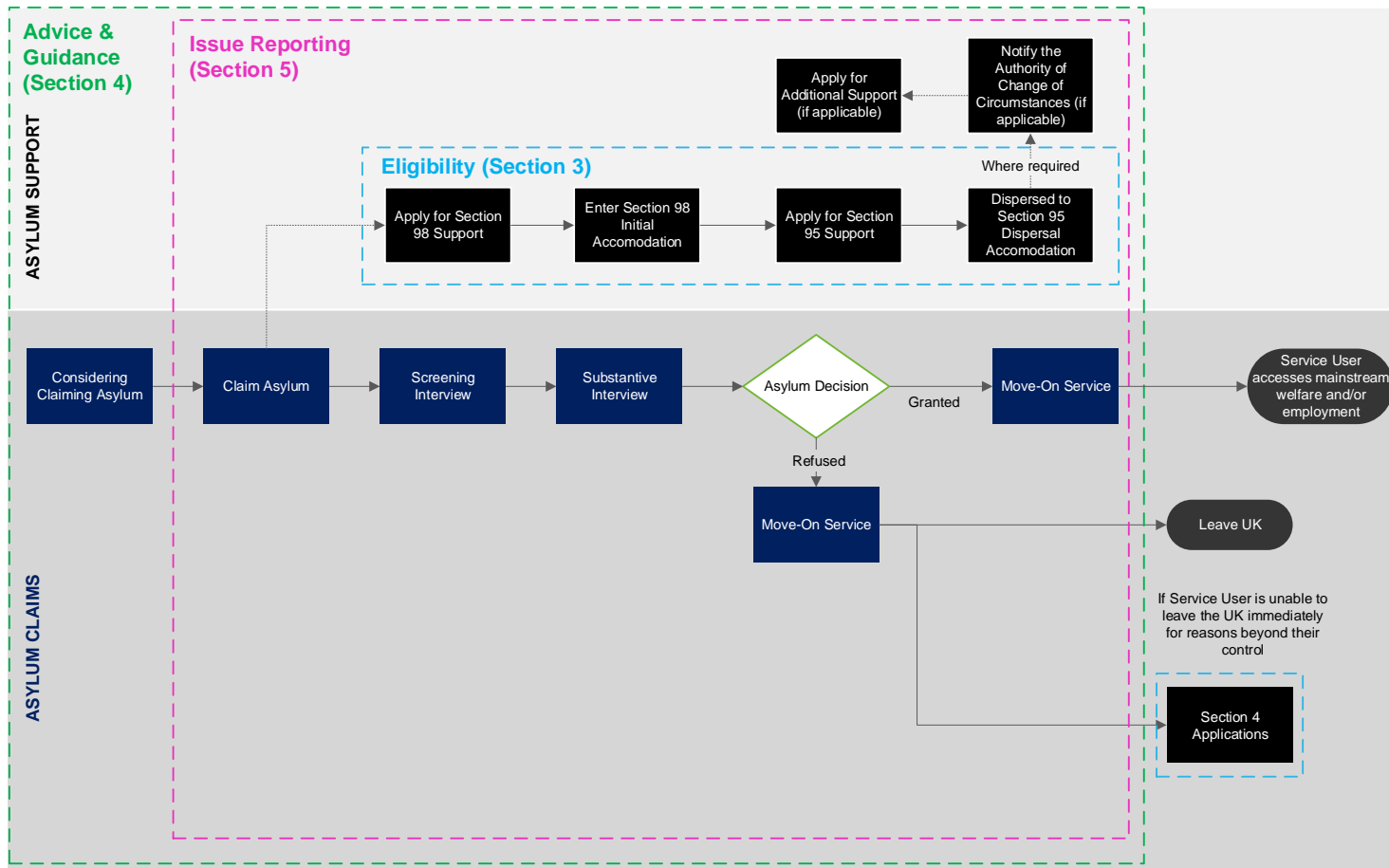


Figure [1]: Indicative Asylum and Asylum Support Systems

1.3 Scope

- 1.3.1 The Provider will be required to provide the Services identified in this Schedule 2 from the Contract Effective Date.
- 1.3.2 The elements of the AIRE Service scope include:
- 1.3.2.1 **General Requirements:** Statutory and general requirements which relate to the management and availability of the service, and which describe the policies, procedures and principles which the AIRE Provider is required to adhere to, and act in accordance with, in the delivery of the AIRE Service.
 - 1.3.2.2 **Eligibility:** The provision of information and assistance to Service Users to help them to access Asylum Support. This includes informing Service Users of the Asylum Support application process and necessary supporting evidence requirements, and, where necessary, assisting Service Users to complete Asylum Support applications to the relevant quality standard required by the Authority with the necessary supporting evidence, and submitting such applications and supporting evidence to the Authority.
 - 1.3.2.3 **Advice and Guidance:** The provision of information and assistance to Service Users who have claimed asylum, or are considering claiming asylum, and/or Service Users within Asylum Support, such that Service Users have the information required to help them navigate the Asylum System effectively as their asylum claims are processed. This service includes providing Service Users with information and assistance to help Service Users to notify the Authority of changes in their circumstances, and providing information and assistance to help Service Users to move-on from Asylum Support, in a manner appropriate to the outcome of their asylum claim.
 - 1.3.2.4 **Issue Reporting, Feedback and Complaints:** The provision of an accessible and reliable single point of contact for Service User queries and reports of issues, feedback, requests for assistance and complaints. This service includes the timely and accurate recording and classification of different types of Service User contact and the referral of the issue, request or complaint to the appropriate party for resolution. As part of this service, the AIRE Provider will also provide information and statistical data on the nature and profile of Service User contact, to help inform the Authority's inspection, compliance and contract management activities.
- 1.3.3 In addition to the services described above, the AIRE Provider is also required to undertake tasks and activities during the Mobilisation and Transition period, to ensure that the AIRE Provider is able to deliver the full suite of required

services to the relevant performance standards from the Contract Effective Date. The activities and services which relate specifically to the Mobilisation and Transition period are defined in ‘Schedule 3 (*Mobilisation and Transition*)’.

1.3.4 The table below summarises the services the AIRE Provider is required to deliver to Service Users:

Schedule 2 Section	Service description	Paragraph reference
Eligibility	Provide information and advice to Service Users who are considering entering Section 98 accommodation and/or applying for Asylum Support, to help Service Users to understand the Asylum Support process, the types of Asylum Support available, the options available to the Service User prior to applying for Asylum Support and how to access Initial Accommodation.	3.3
Eligibility	When requested by a Service User, assist Service Users with the completion and submission of Section 95 Asylum Support applications, with the required evidence, to the Authority.	3.4
Eligibility	Provide quality assurance of Section 95 Asylum Support applications completed by Service Users without assistance by the AIRE Provider, and provide information and feedback to Service Users on any changes or additional information required prior to submission of the application to the Authority.	3.5
Eligibility	When requested by a Service User, assist Service Users with the completion and submission of Section 4 Asylum Support applications, with the required evidence, to the Authority.	3.6
Eligibility	Provide quality assurance of Section 4 Asylum Support applications completed by Service Users without assistance by the AIRE Provider, and provide information and feedback to Service Users on any changes or additional information required prior to submission of the application to the Authority.	3.7
Eligibility	Provide information and assistance to Service Users whose Asylum Support applications (Section 95 and/or Section 4) have been rejected	3.8

Schedule 2: Statement of Requirements

	by the Authority as incorrectly or insufficiently completed, and assist Service Users to correct and resubmit Asylum Support applications to the Authority.	
Eligibility	Provide information and guidance to Service Users who believe their support applications have been refused by the Authority erroneously, and if the Provider agrees, assist them in making written representations to the Authority and/or refer them to relevant independent third-parties to assist them in appealing against the Authority's Asylum Support application decision, where applicable.	3.9
Eligibility	Collate and report data relating to systemic concerns or perceived deficiencies with the Authority's approach to assessing and validating eligibility for Asylum Support, in accordance with prescribed MI and reporting requirements, to assist the Authority in improving the quality and consistency of its processes.	3.9.5
Eligibility	Manage the safe and secure distribution of Asylum Support Payment Cards to Service Users who have been deemed as eligible to receive an Asylum Support Payment Card by the Authority, and provide information to help Service Users to understand: how and where the card may be used; what to do in the event the Service User experienced issues with the card, including if the card becomes lost or is stolen; and what to do if they believe the amount of support they are receiving is wrong or they have a missing payment.	3.10
Advice and Guidance	Provide information and advice to Service Users who have notified the Authority of their intent to claim asylum, or Service Users who are considering making a claim for asylum, to help Service Users to understand the asylum process, their rights and obligations, how to make an asylum claim and the options available to the Service User prior to making an asylum claim.	4.2
Advice and Guidance	Provide information and advice to Service Users who have claimed asylum to help them to prepare for their Asylum Screening Interview,	4.3

Schedule 2: Statement of Requirements

	including helping Service Users to understand the purpose of the interview, the interview process and the process after the Asylum Screening Interview has been completed.	
Advice and Guidance	Provide an induction service to Service Users who have entered Initial accommodation to help them to understand the Asylum Support process, their rights and requirements whilst they are within Asylum Support, the steps required to apply for Section 95 Asylum Support and the assistance available and other required information to help Service Users to prepare for their time on Asylum Support.	4.4
Advice and Guidance	Assist the Asylum Accommodation and Support (AASC) Provider responsible for the relevant Initial Accommodation in the development of their Service User induction materials, to ensure coherence between their induction service and that of the AIRE Provider, and to ensure the AASC Provider's induction service includes relevant information to help the Service User to orientate to their new environment.	4.4.5
Advice and Guidance	Provide information and advice to Service Users who have claimed asylum to help them to prepare for their Substantive Interview, including helping Service Users to understand the purpose of the interview, the rights of Service Users during the interview, including their rights to legal representation and how to access it, the interview process and the process after the Substantive Interview has been completed.	4.5
Advice and Guidance	When requested by a Service User, provide information and assistance to Service Users to help them to understand the Change of Circumstances for which they are required to notify the Authority, and to assist such Service Users to complete and submit written Change of Circumstances applications to the Authority.	4.6
Advice and Guidance	Provide information and advice to Service Users to help them to understand their eligibility for additional Asylum Support payments, and assist relevant Service Users in making Additional Support Applications to the Authority.	4.7

Schedule 2: Statement of Requirements

Advice and Guidance	Develop and communicate standard responses, which have been agreed with the Authority, to Service Users who contact the AIRE Provider to discuss the status of their application for asylum, and refer application status requests which meet prescribed criteria to the Authority, where applicable.	4.8
Advice and Guidance	Provide information and assistance to Service Users who have received a positive asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and to assist them in accessing mainstream welfare and other services, where required.	4.9
Advice and Guidance	Provide information and assistance to Service Users who received a negative asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and their options following the cessation of support, including information on the Voluntary Return Service.	4.9
Issue Reporting	Provide an accessible and reliable Single Point of Contact for Service User communications regarding Asylum Support services, in a manner Service Users can understand and which enables the classification and referral of high-priority/safety critical contact to the relevant party for resolution.	5.1
Issue Reporting	Accurately record and classify Service User complaints regarding any aspect of Asylum Support, in accordance with agreed criteria, and refer said complaints in a timely manner to the appropriate party for resolution.	5.2
Issue Reporting	Act as a point of escalation for Service User complaints regarding their AASC Provider and Asylum Support Payments Provider, where such complaints have not been resolved to the satisfaction of the Service User within the timescales required by the Authority. This will include liaising with the relevant AASC Provider or Asylum Support Payments provider to understand the status of the complaint resolution, and escalating the complaint to the Authority where appropriate.	5.2.5

Schedule 2: Statement of Requirements

Issue Reporting	Accurately record and classify reports of Maintenance Issues with asylum accommodation, in accordance with agreed criteria, and refer said Maintenance Issues in a timely manner to the appropriate party for remedy.	5.3
Issue Reporting	Accurately record and classify Service User issues with their Asylum Support Payments and/or Asylum Support Payments Card and refer such issues in a timely manner to the appropriate party for resolution.	5.4
Issue Reporting	Accurately record and classify Requests for Assistance, in accordance with agreed criteria, and refer said requests for assistance in a timely manner to the appropriate party for resolution.	5.5
Issue Reporting	Accurately record Service User Feedback and refer to the relevant party the Feedback concerns to help inform and influence their service delivery and continuous improvement activity.	5.6
Issue Reporting	Collate and report data relating to maintenance issues, requests for assistance and complaints to the Authority, in accordance with prescribed MI and reporting requirements, to help inform Authority inspection, compliance and contract management activities.	5.2.12; 5.3.11; 5.4.7; 5.5.13

1.3.5 For the avoidance of doubt, the following services will **not** be provided under the terms of this Contract:

- 1.3.5.1 Services to Unaccompanied Asylum Seeking Children (in the event that the AIRE Provider is contacted regarding an Unaccompanied Asylum Seeking Child, they shall refer the person making the contact to the Children's Panel).
- 1.3.5.2 Advocacy on behalf of a Service User to the Authority regarding the outcome of a particular Service User's Asylum Claim. The Provider will be permitted to assist Service User's whose Asylum Support applications have been refused by the Authority, acting in accordance with the requirements of Paragraph 3.9 of this Schedule 2.
- 1.3.5.3 Legal representation (whether in person or in writing) about the grounds for an Asylum Claim or appeal against a decision to refuse asylum or Asylum Support.

2 GENERAL REQUIREMENTS

2.1 Service Users: Background Information

- 2.1.1 Service Users are defined in Schedule 1 (*Definitions*). The Provider shall only provide services to Service Users who meet the criteria of this definition.
- 2.1.2 The Provider shall understand the background and needs of Service Users, and understand that some Service Users will have particular characteristics, vulnerabilities and/or special needs. In particular, the Provider acknowledges and agrees that Service Users may:
 - 2.1.2.1 be individuals who appear to be, or are likely to become, destitute;
 - 2.1.2.2 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;
 - 2.1.2.3 not have English as their first language, or not speak English at all, and therefore may require interpretation services; *and/or*
 - 2.1.2.4 be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families.
- 2.1.3 The Provider further acknowledges and agrees that some Service Users will have particular characteristics, which may include, but not limited to:
 - 2.1.3.1 physical disabilities;
 - 2.1.3.2 mental illness and disabilities;
 - 2.1.3.3 medical conditions;
 - 2.1.3.4 age related characteristics; *and/or*

2.1.3.5 other characteristics related to Service Users having specific needs or being at risk¹.

- 2.1.4 The Provider will provide a service which takes Service User characteristics and needs into account. This will include ensuring that methods for the delivery of services to clients are in a form which are accessible for the Service User, which appropriately reflect their needs and are delivered in a manner which the Service User can understand, in accordance with the requirements set out in Paragraph 2.14 of this Schedule 2.
- 2.1.5 The Provider must treat all Service Users in a polite and courteous manner recognising their rights as individuals. Proper care should be taken to protect Service Users from curiosity, insult or harm.

2.2 Relevant Law & Guidance

- 2.2.1 In delivering all the services defined within this Schedule 2, the Provider shall ensure that it complies with all relevant legislative and statutory requirements, and the Authority's rules, guidance, instructions and policies, including but not limited to employment, equal opportunities, race relations, child protection, safeguarding, 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.
- 2.2.2 With the exception of office accommodation within Initial Accommodation, which shall be provided by the Asylum Accommodation and Support Provider for the relevant region, the Provider shall source all premises, equipment and facilities required to deliver the service, and shall ensure that these premises, equipment and facilities meet all relevant regulatory requirements and are suitable for the purpose.
- 2.2.3 In relation to the office accommodation within Initial Accommodation, the Provider shall source the equipment required to deliver the service, and shall ensure that this equipment meets all relevant regulatory requirements and is fit for purpose.
- 2.2.4 The Provider 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 Annex B (Vulnerable and at risk Service Users) of this Schedule 2 provides more information on the characteristics and indicators of these Service Users.

2.2.5 The Provider shall, in delivering the services, comply with:

2.2.5.1 the Authority's guidance relating to information technology and security;

2.2.5.2 the Authority's policies and guidance relating to domestic violence, racist incidents, asylum care needs, dispersal guidelines and relocations;

2.2.5.3 the Authority's policies and guidance relating to the safeguarding of children and vulnerable adults. This includes recognising the indicators of a vulnerable or at risk person with specific needs, and responding appropriately to their needs;

2.2.5.4 The Authority's policies and guidance issued in support of the Authority's wider objectives;

2.2.5.5 The Authority's policies and guidance relating to asylum support compliance; *and*

2.2.5.6 Relevant ISO or equivalent British standards, including but not limited to:

2.2.5.6.1 9001 Quality Assurance;

2.2.5.6.2 14001 Environmental Management;

2.2.5.6.3 18001 Health and Safety Assurance;

2.2.5.6.4 27001 IT Security;

2.2.5.6.5 18295 Customer Contact; *and*

2.2.5.6.6 22301 Business Continuity.

2.2.6 The Provider is not permitted under any circumstances to charge a fee to or require payment from Service Users for any Services provided under this Contract. This includes ensuring Service Users do not incur telephone charges in contacting the Provider.

2.3 Hours of Operation

- 2.3.1 The Provider shall provide all AIRE services defined in this Schedule 2 to Service Users during Working Hours (8.00am to 5.30pm).
- 2.3.2 In addition, the Provider shall ensure that the following services are available and can be provided to Service Users twenty-four (24) hours a day, three hundred and sixty five (365) days a year:
 - 2.3.2.1 Provide a reliable and accessible point of contact for Service Users to report complaints with any Asylum Support services, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.2 of this Schedule 2;
 - 2.3.2.2 Provide a reliable and accessible point of contact for Service Users to report Maintenance Issues with their accommodation, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.3 of this Schedule 2; *and*
 - 2.3.2.3 Provide a reliable and accessible point of contact for Service Users to report safeguarding concerns or high-priority/safety critical Requests for Assistance, and refer these reports to the relevant party for resolution, in accordance with Paragraph 5.5 of this Schedule 2.

2.4 Personnel Standards

- 2.4.1 The Provider shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Provider, are consistent with the standards of service required for the performance of the Services. The Provider 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.
- 2.4.2 The Provider shall ensure that staffing levels are appropriate at all times for the purposes of the Services and to meet required Service Levels.
- 2.4.3 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have contact with Service Users, or access to Service User data, shall, prior to having such contact or access, have been subject to Disclosure Barring Service (DBS), Disclosure Scotland or AccessNI checks and CTC (Counter-terrorist check), where applicable to their role, in accordance with the 'Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975'.

- 2.4.4 The Provider shall provide evidence to the Authority, upon request, demonstrating that the Provider has adequately considered which staff are applicable for a DBS disclosure, or similar, and satisfied the requirement for a DBS disclosure, or similar, where the Provider has considered it necessary.
- 2.4.5 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have contact with Service Users, or access to Service User data, shall, prior to having such contact or access:
- 2.4.5.1 have been subject to, and satisfied, immigration and right to work checks;
 - 2.4.5.2 have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009 (BCIA 2009), that in providing services on behalf of the Authority, the Provider does so having regard to the need to safeguard and promote the welfare of children who are in the UK. The Provider must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. The Provider's staff 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; *and*
 - 2.4.5.3 have been made aware of their obligations to safeguard vulnerable adults as stipulated by the Authority in its policies, guidance and training.
- 2.4.6 The Provider's Chief Executive Officer or equivalent, Finance Director, the person designated as in charge of data handling/data protection/security and persons with system administrator access to bulk Service User data, will be subject to Security Clearance (SC) checks by the Authority as a reflection of their positions of control within the organisation.
- 2.4.7 The Provider shall ensure that the SC checks of the relevant personnel above are completed prior to the commencement of this Contract. The Provider shall ensure that new staff appointed to these positions once the Contract has commenced have completed SC checks before taking their posts.
- 2.4.8 All Staff (including volunteers and sub-contractor agents) engaged in delivering services in accordance with this Schedule shall possess all the necessary training, qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law. In particular:

- 2.4.8.1 specific individuals tasked with managing and/or administering aspects of this Contract shall be competent in information technology, operations, management accounting and/or property management as required by their function;
 - 2.4.8.2 Staff with contact with Service Users, which may be remote or face-to-face (including volunteers and sub-contractor agents) shall be adequately trained in accordance with the requirements of Paragraph [2.5](#) of this Schedule 2, to enable them to effectively identify and appropriately respond to Service User needs, and treat Service Users with courtesy and sensitivity; *and*
 - 2.4.8.3 the Provider 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, and will provide the name and contact details of this individual to the Authority. The nominated person should know how to report concerns to the Police and to the Authority.
- 2.4.9 The Provider shall, on request, provide the Authority with details of all Staff (and volunteers) involved in delivery activity (both current and historical). The Contractor must ensure that it is fully compliant with the requirements of the Office of the Immigration Service Commissioner (OISC), or its equivalent successor, and is regulated as required under section 84 of the Immigration and Asylum Act 1999.
- 2.4.10 The Provider shall submit a code of discipline and behaviour for their employees to the Authority for approval prior to the commencement of services, and shall ensure that all staff adhere to the code throughout the term of the Contract.
- 2.4.11 The Provider shall ensure that Staff engaged in delivering services on a face-to-face basis to Service Users 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 Provider. These identity cards will clearly show the name and job title of the individual.
- 2.4.12 Staff uniforms will not be worn by Provider staff delivering the services in this Contract. Providers shall ensure, however, that all staff delivering services on a face-to-face basis to Service Users are dressed appropriately (i.e. smart dress).

2.5 Training

- 2.5.1 The Providers training programme for all Provider Staff involved in the delivery of this Contract must cover, as a minimum, the following requirements:
- 2.5.1.1 the asylum and asylum support systems;
 - 2.5.1.2 equality and diversity;
 - 2.5.1.3 handling personal data;
 - 2.5.1.4 data protection; *and*
 - 2.5.1.5 safeguarding.
- 2.5.2 In addition to the requirements described above, the training programme for Provider Staff with contact with Service Users, must also cover, as a minimum, the following requirements:
- 2.5.2.1 ethnic diversity and cultural awareness;
 - 2.5.2.2 suicide and self-harm awareness and prevention;
 - 2.5.2.3 gender based violence;
 - 2.5.2.4 safeguarding of vulnerable Service Users;
 - 2.5.2.5 unconscious bias;
 - 2.5.2.6 counter terrorism;
 - 2.5.2.7 modern slavery;
 - 2.5.2.8 training relating to customer service;
 - 2.5.2.9 training and instruction in the housing standards placed on the Asylum Accommodation and Support Providers by the Authority in the Asylum Accommodation and Support Contracts;

2.5.2.10 training and instruction in the classification of Service User reports of maintenance issues, complaints and requests for assistance, to enable the Provider to fulfil the obligations described in Paragraph 5.3 of this Schedule 2; *and*

2.5.2.11 any other relevant training as specified by the Authority.

2.5.3 In addition to the requirements described above, the training programme for Provider Staff with face-to-face contact with Service Users, must also cover, as a minimum, the following requirements:

2.5.3.1 basic first aid;

2.5.3.2 health and safety;

2.5.3.3 vicarious trauma; *and*

2.5.3.4 any other relevant training as specified by the Authority.

2.5.4 The Provider's training provision should take account of established good practice and relevant Standards (where applicable), and be approved by the Authority, and/or certified or accredited by a relevant and suitably qualified external organisation (where applicable).

2.5.5 As a minimum, Provider staff should receive refresher training on the requirements listed above annually (i.e. refresher training completed every twelve (12) months), or more regularly if required by the Authority or a relevant external certification / accreditation organisation.

2.5.6 Providers will work with relevant subject matter experts and certifying / governing bodies to review training programmes at least every three (3) years, or more regularly if required by the Authority, to ensure that the training programme offered to Provider staff remains up-to-date and reflects the latest guidance and good practice.

2.5.7 The Provider will ensure that guidance and training provided to staff regarding the identification and management of vulnerable Service Users with specific needs, or at risk Service Users, is kept up to date and aligns with accepted good practice, and that the Provider has sought input from the Authority to ensure that their guidance and materials align with the Authority's safeguarding strategy.

2.5.8 As part of Contract Management, the Authority has the right to audit or review the Provider's compliance with the staff training requirements outlined above. Upon request by the Authority, the Provider will give the Authority access to any

information or records required to demonstrate Provider compliance with staff training requirements in a timely manner (usually within five (5) working days of the Authority's request). Access to relevant information and records will not be unreasonably withheld by the Provider.

2.6 Safeguarding

- 2.6.1 As set out in Paragraph 2.1 of this Schedule 2, the Provider acknowledges that some Service Users may have specific needs or be at risk whilst they are within the Asylum System.
- 2.6.2 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority will notify the Provider of the Service User's specific characteristics and needs, where it is in the best interests of the Service User. Where the Provider believes, or has reasonable grounds to suspect, that a Service User may be at risk or have specific needs which have not been identified by the Authority, in accordance with the Authority's guidance and Annex B of this Schedule 2, the Provider shall notify the Authority and the relevant AASC Provider responsible for the Service User's Asylum Accommodation within one (1) Calendar Day of such needs being identified.
- 2.6.3 The Provider shall appropriately respond to the needs of at risk Service Users or Service Users with specific needs in their service delivery, to help ensure their safety and wellbeing. This may include, but may not be limited to:
 - 2.6.3.1 notifying the Authority and relevant AASC Provider of the Service Users needs;
 - 2.6.3.2 notifying relevant emergency services, where there is a clear and present risk to the safety of the Service User, followed by immediate notification to the Authority and relevant AASC Provider of any action taken;
 - 2.6.3.3 face-to-face service delivery of the Services required of the Provider, if appropriate;
 - 2.6.3.4 signposting and providing information on appropriate services and support which may be available and relevant to the Service Users needs; *and*
 - 2.6.3.5 maintaining complete and auditable records demonstrating how the Provider has considered and responded to the circumstances and needs of Service Users with specific needs, or at risk Service Users.

2.6.4 The Provider shall proactively identify and implement best practice frameworks and processes relating to safeguarding and the protection of vulnerable Service Users, on an ongoing basis, across all aspects of their service delivery.

2.7 Management Information & Reporting

2.7.1 The Provider shall operate and maintain a System of Record to collect and record the data required by the Provider to satisfy the requirements of this Contract. This System of Record shall include data and records relating to Service User contact with the Provider, and the services provided to Service Users by the Provider.

2.7.2 The Provider and the Authority are required to share data and reporting to support the management, administration, delivery and continuous improvement of services detailed within this Schedule 2. Such data includes, but is not limited to:

2.7.2.1 Service User Asylum Support applications;

2.7.2.2 information related to Service User needs and/or vulnerabilities;

2.7.2.3 information pertaining to Service User Change of Circumstances;

2.7.2.4 the escalation of Service User complaints;

2.7.2.5 information and reports regarding Provider performance to demonstrate compliance with required Service Levels and satisfy the requirements of Schedule 13 ([Performance Management Regime](#));

2.7.2.6 information, trend data and reports relating to Asylum Support applications, levels of resubmission and causes of Authority rejection on a monthly basis;

2.7.2.7 information, trend data and reports relating to volumes of service delivery and types and causes of Service User contact on a monthly basis;

2.7.2.8 information, trend data and reports relating to Service User reports of accommodation Maintenance Issues, Requests for Assistance and complaints regarding their relevant AASC Provider on a monthly basis; *and*

2.7.2.9 information and reports to satisfy the requirements of Schedule 14 (*Monitoring and Management Information*).

- 2.7.3 The current means of information exchange with the Authority is a Secure File Transfer Protocol (SFTP) with the Authority's Primary System of Record (currently termed ATLAS). The Provider shall ensure that their systems are compliant with the Authority's IT requirements, as specified in Schedule 19 (*Information Technology*) and Schedule 21 (*Security Requirements and Plan*), and that they are able to share information with the Authority through SFTP. The Authority will provide further information and guidance on the required data points and using the SFTP to the Provider during the Mobilisation Period, in accordance with Schedule 3 (*Mobilisation and Transition*).
- 2.7.4 The Provider should note that the Authority continually seeks to improve its IT capabilities and may introduce new IT systems during the lifetime of the Contract. Any such change will seek to improve the quality and efficiency of data exchange between the Authority and the Provider. The impacts of such changes will be subject to the change process, as set out in Schedule 16 (*Contract Change Control*). The Provider will comply with any new Authority requirements which result from changes to the Authority's IT capabilities, in accordance with the change process.
- 2.7.5 Any notices or other communications to be given by the Authority to the Provider, or the Provider to the Authority, under the provisions of this Schedule 2, shall be given electronically in accordance with the means of transfer described in Paragraph 2.7.3, unless otherwise stipulated by the Authority.
- 2.7.6 Any such notice or other communication shall be deemed given on the Working 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 Working Day). If and to the extent that the SFTP is for whatever reason unavailable at the time that any notice or other communication is to be given, the Authority and the Provider shall use a reasonable and appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.
- 2.7.7 The Provider shall:
- 2.7.7.1 report and provide Management Information as required by the Authority based on the reporting format, content, structure, timeline and submission details agreed by the Authority, in accordance with the KPIs and the provisions of Schedule 13 (*Performance Management Regime*), Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*);
 - 2.7.7.2 work with the Authority to effectively maintain continuity of service provision and mitigate risks to service delivery, in the event the Authority chooses to change the existing IT system, or implement new

Schedule 2: Statement of Requirements

IT systems, in accordance with the change process, as set out in Schedule 16 (*Contract Change Control*).

- 2.7.8 The Provider shall not, in any circumstance, hold the Authority responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Provider.
- 2.7.9 The Provider accepts that the Authority may require the adoption by the Provider (and other Providers of similar services) of a unified approach to the use of information technology for Contract Management purposes, and to support the effective and efficient exchange of information and workflow between the Provider and Providers of other Asylum Support services.
- 2.7.10 In particular, the Authority requires the Provider to establish the method of data and workflow exchange with the AASC Providers and Asylum Support Payments Provider, in accordance with the requirements of Paragraph 2.14 and Paragraph 2.15 of this Schedule 2.
- 2.7.11 The Authority may, upon reasonable notice (normally five (5) Working Days notice), in conjunction with the Provider, jointly monitor or audit any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority, or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider's compliance with the Contract. The Provider will give the Authority access to the data and records they require in a timely manner and will not unreasonably withhold access.
- 2.7.12 The Authority's right to access Provider records includes access to the Provider's financial records and information, in accordance with the Open Book provisions set out in Schedule 14 (*Monitoring and Management Information*) of this Contract.

2.8 Information Security

- 2.8.1 The Provider shall store records and information relevant to, or generated in the course of, delivering this Contract, in a manner which aligns with data protection legislation (including GDPR) and the Authority's security requirements, as defined in Schedule 21 (*Security Requirements and Plan*), for the duration of the Contract term. Upon expiry or termination of the Contract, the Provider shall transfer such records and information to the Authority, in a manner and format to be determined by the Authority, within six (6) months of the date of the expiry or termination of the Contract.

- 2.8.2 The Provider shall comply with the requirements of the Data Protection Act 1998 and any subsequent amendments including the implementation of General Data Protection Regulation into UK data protection law. In particular, the Provider shall ensure that Personal Data as defined by the Act will not be disclosed to third parties without the permission of the individual to whom the data relates.
- 2.8.3 The Provider shall ensure that its, and any sub-contractors, 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, in accordance with the provisions of Schedule 21 (*Security Management and Plan*) and Schedule 19 (*Information Technology*).
- 2.8.4 The Provider is not permitted to store Service User Personal Data and supporting evidence relating to Asylum Support Applications or Change of Circumstances submissions. All such Personal Data and supporting evidence collected by the Provider must be deleted from the Provider's systems within forty-eight (48) hours of the relevant application or submission being accepted as complete by the Authority.

2.9 Health and Safety

- 2.9.1 The Provider will comply with statutory requirements covering the health and safety of Service Users, dependent children, visitors and staff. The Provider will be aware of, and adhere to, RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) and COSHH (Control of Substances Hazardous to Health) regulations.
- 2.9.2 The Provider 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 Authority's nominated representative, and where appropriate, to the Health and Safety Executive.
- 2.9.3 The Provider shall provide the Authority with a Health and 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 the Authority before the commencement of services. Each review shall also be submitted to the Authority for approval.
- 2.9.4 In relation to matters of health and safety, operating instructions shall include, but not limited to:
- 2.9.4.1 the provision and recording of training given to staff to satisfy first aid and health and safety requirements;

Schedule 2: Statement of Requirements

2.9.4.2 health and safety in the workplace; *and*

2.9.4.3 the management of body fluid spills.

2.9.5 It shall be the Provider's responsibility on receiving information from the Authority and prior to undertaking any element of the Service to conduct any risk assessment of the activity to be undertaken, and to take all necessary steps to ensure that the activity can be undertaken safely and securely, and that the staffing levels are appropriate to the risk.

2.10 Complaints regarding Provider Services

2.10.1 The Authority considers it essential that Service Users have access to an efficient and reliable mechanism for expressing feedback and making complaints regarding the Services provided by the Provider.

2.10.2 The Provider shall develop, implement and maintain procedures and systems for Service Users to formally provide feedback and raise and seek redress of complaints about the AIRE Services provided under this Contract.

2.10.3 The provider shall provide information on its complaints policy and procedure, in an easy to access format which Service Users can understand, as part of the induction service described in Paragraph 4.4 of this Schedule 2, and when requested by Services Users and other interested parties. This information should include the rights of Service Users to make complaints, a description of how Service Users can make complaints regarding AIRE Services, and the process taken by the Provider to address such complaints.

2.10.4 To enable the effective identification and resolution of Service User complaints, the Provider shall:

2.10.4.1 together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, the AIRE Services they can expect to receive from the Provider;

2.10.4.2 together with any sub-contractor, clearly signpost to all Service Users the process for making complaints;

2.10.4.3 where necessary, provide a demonstration to Service Users on how to make a complaint; *and*

2.10.4.4 together with any sub-contractor, explicitly reassure Service Users that raising a complaint about the Provider shall in no way affect their application for Asylum Support, or the outcome of their Asylum Claim.

- 2.10.5 Upon receipt of a complaint from a Service User, or Service User representative, the Provider shall seek to resolve the complaint within five (5) Working Days of it being received by the Provider.
- 2.10.6 If the complaint cannot be resolved to the satisfaction of the Service User within five (5) Working Days, due to the complexity of the complaint or the level of investigation required, the Provider shall clearly communicate to the Service User the action the Provider is taking in response to the complaint, and the proposed timescale for resolution. Such communication to the Service User will occur within five (5) Working Days of the complaint being received by the Provider. The proposed timescales for resolution of the complaint will be reasonable and in proportion to the severity and/or urgency of the complaint, and resolution shall not be unreasonably delayed.
- 2.10.7 If the Provider fails to resolve the complaint to the satisfaction of the Service User within five (5) Working Days, or within the proposed timescale communicated to the relevant Service User, the Provider shall escalate the complaint to the Authority. The Authority will advise the complainant and if necessary take up the complaint on their behalf. The Provider will inform the complainant when their complaint has been escalated to the Authority.
- 2.10.8 The Authority reserves the right to undertake an independent investigation into any Service User complaints, and the Provider's performance in responding and implementing actions in response to such complaints. This investigation will be undertaken by Authority, or the Authority's designated representative. The Provider will give the Authority, or its designated representative, access to any staff members, records or information relevant to the complaint and the Provider's response to the same, in a timely manner (normally within five (5) Working Days). The Provider will not unreasonably withhold access to any staff member, records or information.
- 2.10.9 In the event that the Provider receives a complaint regarding the Provider's services from a Member of Parliament, the Provider shall immediately notify and refer the complaint to the Authority, along with any response the Provider intends to provide to the relevant Member of Parliament, before any such response is sent.

2.11 Performance Standards and Key Performance Indicators

- 2.11.1 The Provider shall deliver all services defined in this Schedule 2 to the relevant Performance Standards defined in Sections 2 to 4 and Annex A of this Schedule 2. The Provider shall monitor its performance against these standards

Schedule 2: Statement of Requirements

and maintain a full and auditable record of the degree to which they are satisfied, in a form which can be evidenced to the Authority.

- 2.11.2 The Provider shall be liable and accountable for the performance of any sub-contractor (material or non-material) or agent.
- 2.11.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators (KPIs). The Provider shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13(*Performance Management Regime*) and Schedule 7 (*Contract Management*).
- 2.11.4 The Provider shall note that the Authority regards the Performance Standards as primarily a management tool to be used by both the Provider and the Authority for the purpose of the day-to-day management of the Provider's service delivery.
- 2.11.5 The KPIs are not aimed at providing a day-to-day management tool, but are the means by which the Provider may provide compensation to the Authority for losses which it suffers as a result of failures in service performance.

2.12 Quality Management

2.12.1 The Provider shall:

2.12.1.1 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 2;

2.12.1.2 continuously monitor the quality of service delivery and performance, and report outputs to the Authority in accordance with but not limited to the provisions of Schedule 13 (*Performance Management Regime*), Schedule 7(*Contract Management*) and Schedule 14 (*Monitoring and Management Information*) and any further agreed reporting and record-keeping procedures agreed with the Authority;
and

2.12.1.3 establish quality management policies, processes and procedures in accordance with relevant International or British standards, including but not limited to ISO 9001 Quality Assurance.

2.12.2 The Authority, or its authorised agents, shall:

Schedule 2: Statement of Requirements

2.12.2.1 at its own expense conduct such monitoring and/or audit of the services and the Provider's monitoring and quality assurance procedures, as agreed with the Provider (such agreement not to be unreasonably withheld or delayed);

2.12.2.2 not be limited in its methods of monitoring and/or audit or the timing of such events; *and*

2.12.2.3 devise and implement its monitoring and/or audit procedures in such a manner that they do not have a material adverse effect upon either the Provider's service delivery or their monitoring and quality assurance procedures.

2.12.3 The Authority may, upon reasonable notice (normally five (5) Working Days notice), in conjunction with the Provider, jointly monitor or audit any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority, or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider's compliance with the Contract. The Provider will give the Authority access to the data and records they require in a timely manner and will not unreasonably withhold access.

2.13 Working with Partners

2.13.1 The Provider shall note that Service Users may receive a range of non-Provider Services from a range of other organisations, such as:

2.13.1.1 Asylum Accommodation and Support Providers;

2.13.1.2 the Asylum Support Payments Provider;

2.13.1.3 the voluntary sector;

2.13.1.4 Local Authority organisations;

2.13.1.5 The Legal Aid Agency;

2.13.1.6 the Authority's regional offices;

2.13.1.7 other Government Departments, including the Department of Work and Pensions (DWP) and Her Majesty's Revenue and Customs (HMRC);

Schedule 2: Statement of Requirements

2.13.1.8 the Home Office Voluntary Return Service;

2.13.1.9 the National Health Service; *and*

2.13.1.10 the Police.

2.13.2 The Provider shall work collaboratively with other Providers, Stakeholders, including the Authority and Regional Stakeholders, to help secure the safety and welfare of Service Users, and improve local service delivery.

2.13.3 The Provider shall, during the normal course of its operations, liaise and co-operate with these organisations, as required, so that the interests of the Service Users are best served. This will include, but not be limited to, participation in multi-agency forums or meetings, as required.

2.13.4 The Provider shall operate co-operatively with the Authority's staff and may also use them as a source of advice and guidance (to the extent reasonable in the circumstances), to help assure the safety and wellbeing of Service Users.

2.13.5 The Provider shall establish appropriate processes, procedures and mechanisms, as it considers necessary, to support cooperation and collaboration with these other organisations.

2.13.6 In particular, the Provider shall understand the voluntary sector and community-based support organisations and networks available to Service Users in the local areas in which they are housed, and shall establish working relationships with these organisations. The Provider will accurately and efficiently signpost Service Users to available local support services, where applicable, and will work and coordinate with local support organisations to ensure the interests of Service Users are best served. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and volumes of signposting, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

2.14 Working with the AASC Provider

2.14.1 The Provider shall note that the requirement on the Provider to act as the single point of contact (SPOC) for Service Users, in accordance with Paragraph 5.1 of this Schedule 2, means that the Provider requires an effective and efficient means of information exchange with the AASC Providers, to ensure that both Parties are able to discharge their contractual obligations effectively.

2.14.2 This information and records to be shared between the Provider and the AASC Providers includes, but is not limited to:

- 2.14.2.1 the Provider sharing information on the characteristics and needs of Service users at risk of with specific needs, where such needs are identified through contact between Service Users and the AIRE Provider;
- 2.14.2.2 the Provider referring information relating to Service User reports of Maintenance Issues, requests for assistance and/or complaints regarding the AASC Provider, in accordance with the requirements of Section 5 of this Schedule 2, to enable the AASC Provider to take appropriate action to resolve such issues, requests or complaints;
- 2.14.2.3 the AASC Provider providing Service User address and contact information;
- 2.14.2.4 the AASC Provider sharing relevant information on the characteristics and needs of Service Users at risk or with specific needs, or a change in the circumstances of Service Users, to enable the AIRE Provider to tailor their advice and guidance provision to the Service User's needs; *and/or*
- 2.14.2.5 the AASC Provider providing information regarding progress with resolving the Service User issues and complaints, and/or escalating complaints to the Provider where the AASC Provider is unable to resolve the complaint to the satisfaction of the Service User.

2.14.3 The Provider shall note that much of the information and records to be exchanged between the Provider and the AASC Providers may be both time sensitive, and critical to ensuring the safety and wellbeing of Service Users. As such, a reliable and efficient means of exchanging such information between the Provider and the AASC Providers is essential.

2.14.4 The Provider shall be responsible for developing the mechanism and processes to manage, administer and share relevant information and records efficiently and effectively between the Provider and the AASC Providers, seeking input from the AASC Providers, to enable both Parties to discharge their responsibilities under their contracts with the Authority.

2.14.5 The mechanism of data exchange developed by the Provider shall be as streamlined and as efficient as possible, shall be standards based and product agnostic (i.e. data and records shall not be in a proprietary format which is unusable by others) and shall enable information and records to be transferred between the Provider and AASC Provider systems on a timely basis. The Provider shall ensure that data shared with AASC Providers uses standard data types and classifications, which are applied consistently across the Provider and AASC Provider systems, and that, as far as

practical, data is transferred without the need for re-keying onto different systems post transfer, and that data updates and transfers can be performed with as little human Provider-to-AASC Provider interaction as possible.

- 2.14.6 The Provider shall develop the mechanism and processes to manage, administer and share relevant information with the AASC Providers during the Mobilisation and Transition period, and will agree the mechanism and processes with the AASC Providers prior to the Contract Effective Date.
- 2.14.7 The mechanism and processes developed by the Provider and agreed with the AASC Providers will be compliant with the Authority's security requirements defined in Schedule 21 (*Security Requirements and Plan*) and will be subject to the approval of the Authority before it is used to exchange Service User information.
- 2.14.8 In addition to the information exchange requirements described above, the Provider shall also work collaboratively with the AASC Providers, to support the wellbeing and best serve the interests of Service Users. The Provider shall establish appropriate processes, procedures and forums, as it considers necessary, to support cooperation and collaboration with the AASC Providers.
- 2.14.9 Areas of collaborative working between the Provider and the AASC Providers will include, but not be limited to:
 - 2.14.9.1 the Provider providing input into the AASC Providers development of their induction materials in Initial Accommodation, and 'move-in' briefing materials in Dispersal Accommodation and Temporary Dispersal Accommodation, including relevant information on local support organisations and available services in the areas in which Service Users will be housed;
 - 2.14.9.2 the Provider liaising with the AASC Providers to share good practice regarding the safeguarding and protection of Service Users, and support Continuous Improvement in service delivery; *and*
 - 2.14.9.3 the Provider liaising with the AASC Providers once a Service User receives their asylum decision, to help coordinate a joined-up approach to move-on support for the Service User.
- 2.14.10 The Provider shall also work collaboratively with the AASC Providers to identify opportunities for continuous improvement, including consideration of cross-system changes to improve the quality and efficiency of service delivery to Service Users, across AIRE and AASC Services. Where the Provider identifies opportunities for cross-system improvements (i.e. across AIRE and AASC Services), the Provider shall propose such opportunities to the Authority for consideration. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks. Any changes to the Contract as a result of the Authority's acceptance and implementation of such improvements will be managed in accordance with Schedule 16 (*Contract Change Control*).

2.15 Working with the Asylum Support Payments Provider

- 2.15.1 The Provider shall note that the requirement on the Provider to act as the single point of contact (SPOC) for Service Users, in accordance with Paragraph 5.1 of this Schedule 2, means that the Provider requires an effective and efficient means of information exchange with the Asylum Support Payments Provider, to ensure that both Parties are able to discharge their contractual obligations effectively.
- 2.15.2 This information and material to be shared between the Provider and the Asylum Support Payments Provider includes, but is not limited to:
- 2.15.2.1 the Asylum Support Payments Provider providing Asylum Support Payment Cards for distribution to applicable Service Users by the Provider, in accordance with the requirements of Paragraph 3.10 of this Schedule 2;
 - 2.15.2.2 the Asylum Support Payments Provider providing information on how to register and activate Asylum Support Payment Cards, for the Provider to use in briefing Service Users;
 - 2.15.2.3 the Provider referring Service Users who have contacted the Provider due to issues with their Asylum Support Payments to the Asylum Support Payments Provider;
 - 2.15.2.4 the Provider referring information relating to Service User complaints regarding the Asylum Support Payments Provider, in accordance with the requirements of Section 5.2 of this Schedule 2, to enable the Asylum Support Payments Provider to take appropriate action to resolve such complaints; *and/or*
 - 2.15.2.5 the Asylum Support Payments Provider providing information regarding progress with resolving the Service User complaint, and/or escalating complaints to the Provider where the Asylum Support Payments Provider is unable to resolve the complaint to the satisfaction of the Service User.
- 2.15.3 The Provider shall note that much of the information to be exchanged between the Provider and the Asylum Support Payments Provider may be both time sensitive, and critical to ensuring the Service User has access to their subsistence payments. As such, a reliable and efficient means of exchanging such information and material between the Provider and the Asylum Support Payments Provider is essential.

- 2.15.4 The Provider shall be responsible for developing the mechanism and processes to manage, administer and share relevant information and Service User contact referrals efficiently and effectively between the Provider and the Asylum Support Payments Provider, seeking input from the Asylum Support Payments Provider, to enable both Parties to discharge their responsibilities under their contracts with the Authority.
- 2.15.5 The provider shall ensure that, in accordance with the requirements of Paragraph 5.4.4 of this Schedule 2, the method of referring Service User contact relating to issues with their Asylum Support Payments or Asylum Support Payment Card is as efficient and streamlined as possible, including the use of call routing where appropriate.
- 2.15.6 The Provider shall develop the mechanism and processes to manage, administer and share relevant information and Service User referrals with the Asylum Support Payments Provider during the Mobilisation and Transition period, and will agree the mechanism and processes with the Asylum Support Payments Provider prior to the Contract Effective Date.
- 2.15.7 The mechanism and processes developed by the Provider and agreed with the Asylum Support Payments Provider will be compliant with the Authority's security requirements defined in Schedule 21 (*Security Requirements and Plan*) and will be subject to the approval of the Authority before it is used to exchange Service User information.
- 2.15.8 In addition to the information exchange requirements described above, the Provider shall also work collaboratively with the Asylum Support Payments Provider, to support the wellbeing and best serve the interests of Service Users. The Provider shall establish appropriate processes, procedures and forums, as it considers necessary, to support cooperation and collaboration with the Asylum Support Payments Provider.
- 2.15.9 The Provider shall also work collaboratively with the Asylum Support Payments Provider to identify opportunities for continuous improvement, including consideration of cross-system changes to improve the quality and efficiency of service delivery to Service Users, across AIRE and Asylum Support Payment Services. Where the Provider identifies opportunities for cross-system improvements (i.e. across AIRE and Asylum Support Payment Services), the Provider shall propose such opportunities to the Authority for consideration. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks. Any changes to the Contract as a result of the Authority's acceptance and implementation of such improvements will be managed in accordance with Schedule 16 (*Contract Change Control*).

2.16 Methods of Service Delivery

- 2.16.1 As noted in Paragraph 2.1, the Provider shall recognise that Service Users may have a diverse range of characteristics, vulnerabilities or special needs, which may impact their ability to access and use Provider Services.
- 2.16.2 The Provider shall ensure that the required Services are available to all Service Users, regardless of their place of residence within the UK, their Point of Claim or which stage of the Asylum Support process they are in.
- 2.16.3 The Provider shall ensure that all Services are delivered in a manner which all Service Users can understand, including the use of interpretation services where required.
- 2.16.4 The Provider shall operate an efficient and reliable system for accurately recording all Service User contact and contact history. Upon request from the Authority, the Provider shall give the Authority access to the system and contact information, as part of Authority reviews and/or audits of the Provider's service delivery. Such access will be given in a reasonable timescale (normally five (5) Working days), and access will not be unreasonably withheld.
- 2.16.5 The Provider shall, as far as practical, attempt to resolve Service User contact on a right first time basis, to reduce the need for repeat Service User contact, so long as such contact is within the scope of the Provider's responsibilities under this Contract.
- 2.16.6 Face-to-Face service delivery**
- 2.16.7 The Provider shall ensure that Service Users have equality of access to Provider Services, taking account of Service User needs, characteristics, level of agency and levels of literacy. In particular, the Provider shall devise and implement strategies to ensure that Service Users who are vulnerable with specific needs, or who are at risk, in accordance with the indicators described in Annex B, or who are unable to utilise remote or digital methods of communication, are provided with Services in a manner appropriate to their needs, which may include face-to-face service delivery by suitably qualified personnel.
- 2.16.8 The Provider shall be responsible for determining which form of service delivery is appropriate to the needs of a Service User, and which Service Users may require face-to-face delivery of Provider Services. The Authority will agree the Provider's approach for identifying and prioritising which Service Users receive face-to-face service delivery prior to the Contract Effective Date. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and volumes of face-to-face service delivery, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

- 2.16.9 The Provider shall be responsible for determining their approach to delivering face-to-face services in an effective and efficient manner.
- 2.16.10 The Provider shall ensure that any locations used for face-to-face service delivery are safe and fit-for-purpose, with a level of privacy appropriate for holding confidential and sensitive conversations with Service Users, and that such locations are within a reasonable travelling time for the Service User (i.e. usually no more than a 30 minute journey by the Service User) and accessible by the Service User, with appropriate access for Service Users with disabilities or mobility impairments. For Service Users within Initial Accommodation, this may include the safe and fit-for-purpose office accommodation provided to the Provider by the AASC Provider.
- 2.16.11 In the event that a Service User needs to use public transport to travel to their face-to-face appointment with the Provider (and such a journey shall be no longer than the journey time described in Paragraph 2.16.10), the Provider will provide information to the Service User on their eligibility for Additional Asylum Support Payments to cover the costs of such journeys, and assist the Service User with applying for such Additional Asylum Support Payments, where required, in accordance with the requirements set out in Paragraph 4.7 of this Schedule 2.
- 2.16.12 The Provider shall, when undertaking face-to-face service delivery, consider the nature of the service being provided and the matters for discussion with the relevant Service User (for example, this may include issues with Service Users in the same Dispersal Accommodation) when choosing the location for said face-to-face service delivery. As such, the Service User's Dispersal Accommodation may not be appropriate as a location for face-to-face service delivery. If the Service User's Dispersal Accommodation is deemed appropriate for use by the Provider, approval must be sought from the AASC Provider prior to the face-to-face service being delivered. The Provider should also be aware that once a Service User has departed Initial Accommodation, Initial Accommodation shall no longer be used as a location for face-to-face service delivery to that Service User.
- 2.16.13 The Provider shall ensure that the Provider Staff, or sub-contractors, responsible for face-to-face service delivery are suitably trained and experienced to deliver the Provider's Services, and that face-to-face interactions are sufficiently long in duration to enable Service User's to receive the services they require.
- 2.16.14 The Provider Staff, or sub-contractors, shall undertake face-to-face service delivery with appropriate professionalism, sensitivity and compassion, and shall promote a culture of openness, honesty and transparency with Service Users in line with the principles of procedural fairness defined in Annex E of this Schedule 2.
- 2.16.15 The Provider shall maintain an accurate and reliable system to identify and deal with Service User complaints regarding face-to-face service delivery, in accordance with Paragraph 2.10 of this Schedule 2, and identify and respond

appropriately to breaches by Provider Staff, or sub-contractors, of their professional standards or their duty of care to Service Users.

2.16.16 Contact Centre

2.16.17 The Provider shall note that the AIRE Service creates a single point of contact for Service Users for contact relating to the Asylum System and Asylum Support. Such Service User contact may be via telephone, or via other electronic or digital means of communication, but the Provider shall note that not all Service Users will have access to computers or similar electronic devices to permit electronic or digital means of communication.

2.16.18 The Provider shall operate a single telephone number which can be used by Service Users to contact the Provider and receive Services remotely via the telephone. The telephone number shall be accessible to Service Users calling from anywhere within the UK, and shall be free of charge for Service Users calling from either landline or mobile telephones within the UK.

2.16.19 The Provider shall ensure that all telephone callers (including minicom / textphone users) have their calls answered within the service level standard detailed in Appendix A (KPI 4) of Schedule 13 (*Performance Management Regime*). In addition, the Provider shall ensure that Service User calls are not queued for longer than the service level timeframe detailed in Appendix A (KPI 4) of Schedule 13(*Performance Management Regime*), before the Service User is connected to a member of the Provider's Staff who is capable of discussing and resolving the Service User's call.

2.16.20 If a Service User is disconnected before the reason for their call is resolved, the Provider shall attempt to contact them within one (1) minute of becoming disconnected, where the Service User's contact details are known by the Provider.

2.16.21 When making outbound calls to Service Users, the Provider shall ensure that Service Users do not incur any costs in receiving calls from the Provider.

2.16.22 The Provider shall ensure that their contact centre(s) are based onshore within the UK.

2.16.23 Other forms of communication

2.16.24 The Provider shall implement appropriate approaches and methods to help to reduce the level of demand for contact centre services, through the proactive provision of information and guidance to Service Users. Such methods may include, but not be limited to, information packs and briefing materials, online information and resources and other digital forms of information distribution.

- 2.16.25 The Provider shall provide an outward-facing website, that as a minimum, will communicate availability of the Services and provide an alternative mechanism for seeking advice and reporting issues. Any website or other digital interface provided by the Provider will be required to demonstrate it is designed and developed to continually meet the Government Digital Service Standards. The Provider shall ensure that Service Users are able to access the website twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year except for planned periods of maintenance that shall be agreed in advance with the Authority and designed to cause minimum interruption to the service. The addition of any third party advertising including positioning will be subject to the approval of the Authority before it is published.
- 2.16.26 In the event that the Provider provides the facility for Service Users to contact the Provider via electronic and written forms of communication, the Provider shall ensure that such communications are recorded on the Provider's system and responded to in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*) for any queries relating to issue reporting, Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*) for any queries regarding eligibility for Section 95 or Section 98, or Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*) for any queries regarding Section 4 support or a change of circumstances. If the communication is received outside of Working Hours or on a non-Working Day, the service level standard detailed in Appendix A (KPI 1, 3 or 7) of Schedule 13 (*Performance Management Regime*) shall commence from the start of Business Hours on the next Calendar Day.
- 2.16.27 In the event that the Provider provides an internet based live chat / web chat facility for Service User communications, the Provider shall ensure such communications are answered in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*) for any queries relating to issue reporting, Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*) for any queries regarding eligibility for Section 95 or Section 98, or Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*) for any queries regarding Section 4 support or a change of circumstances, after the Service User's request to initiate a live / web chat with the Provider. The Provider shall note that such a facility shall be a complement to, rather than a replacement for, telephone based communications.
- 2.16.28 The Provider shall retain comprehensive records of contact from Service Users, including but not limited to; the category of the enquiry, Service User details, the duration of the call (where applicable), and any use of interpretation services. The Provider shall ensure that these records can be made available to the Authority, upon request by the Authority, within a reasonable timeframe (normally five (5) Working Days). Access to such records shall not be unreasonably withheld by the Provider.

2.17 Service User Experience

- 2.17.1 The Provider shall proactively monitor Service User experience of Provider services. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency. The Provider shall note that the Authority regards the outputs of the Service User experience monitoring to be primarily a management tool to be used by both the Provider and the Authority for the management of the Provider's service delivery.
- 2.17.2 The Provider shall use the intelligence generated from the proactive monitoring of Service User experience, alongside information and material provided by the Authority and third-parties, including the AASC Provider and Asylum Support Payments Provider, to inform Continuous Improvement in service delivery, in accordance with the requirements set out in Paragraphs 2.18 of this Schedule 2.
- 2.17.3 Where the Authority consider the outputs of the proactive monitoring of Service User experience to indicate a systemic issue or persistent shortfalls in service delivery against the specified standards on the part of the Provider, the Authority may require the Provider to develop and implement a Remedial Plan, in accordance with the provisions of Schedule 7 (Contract Management).

2.18 Continuous Improvement & Modernisation

2.18.1 Continuous Improvement

- 2.18.2 The Provider shall, in addition to performing the Services in accordance with the requirements of the Authority and Schedule 13 (*Performance Management Regime*), continually monitor the Services for the purpose of identifying and implementing Continuous Improvement throughout the Contract Term, and as the Services evolve.
- 2.18.3 The Provider will seek to identify and recommend Continuous Improvements for the Authority's consideration, which will include but not be limited to the improvement of the quality and efficiency of the Services, including their accuracy, reliability and responsiveness, and the reduction of costs.
- 2.18.4 Whilst the SFTP shall be used by the Provider to exchange information with the Authority during the Term of the Contract, where the Provider identifies alternative technological solutions which will deliver improvements to the Authority and assist in the execution of this Contract, the Provider will recommend such alternative technological

solutions to Authority for its consideration, along with an impact assessment and a report into their potential costs, benefits and risks.

2.18.5 Modernisation

2.18.6 The Provider shall note that during the Contract Term, changes in technology, methods of communication and Service User expectations regarding preferred forms of communication may occur, and that the efficacy of the AIRE Service relies on it being accessible and usable by Service Users throughout the Contract Term.

2.18.7 As such, the Provider shall monitor changes in technology and social trends, and where appropriate, propose opportunities for innovation or changes in Services and service delivery to the Authority for consideration, provided such Services fall within the scope of this contract. Such proposals from the Provider will include an impact assessment and a report into their potential costs, benefits and risks.

2.18.8 Any changes to the Contract as a result of the Authority's acceptance and implementation of such proposals will be managed in accordance with Schedule 16 (*Contract Change Control*).

2.18.9 The Authority also reserves the right to task the Provider to investigate potential Authority identified changes to Services and service delivery, including the Provider creation of impact assessments and reports into the costs, benefits and risks associated with the identified change. Such activity will be priced with the agreement of the Provider on an ad hoc basis when tasked by the Authority. Any changes to the Contract as a result of the Authority's acceptance and implementation of such changes will be managed in accordance with Schedule 16 (*Contract Change Control*).

2.19 Sustainability

2.19.1 The Provider shall, in the execution of the requirements of this Contract, comply with the responsibilities described within the energy component of ISO 50001.

2.19.2 The Provider shall, in the course of its operations under this Contract, seek to mitigate sustainability impacts, such as the reduction of waste (paper and equipment).

- 2.19.3 The Provider shall work with the Authority to identify opportunities to introduce innovation, reduce cost and waste and ensure sustainable development in the delivery of their operations.
- 2.19.4 The Provider shall develop and invest in skills development and apprenticeships, where appropriate, to build a more skilled and productive workforce and reduce the risks of supply constraints.
- 2.19.5 The Provider shall seek, in the course of its operations under this Contract, to enhance employment, SME and social enterprise opportunities.
- 2.19.6 The Provider shall implement prompt payment of sub-contractors and suppliers, in accordance with the principles of membership of the UK Prompt Payment Code (or equivalent).
- 2.19.7 The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and identifying opportunities to introduce innovation, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

3 ELIGIBILITY

3.1 Eligibility Definition

- 3.1.1 The UK government has a duty of care to support individuals and families who are destitute and require support under Section 95 of the Immigration and Asylum Act 1999. Under this care an asylum claimant could apply for Accommodation with Subsistence or Subsistence Only Support.
- 3.1.2 Where a Service User has been refused asylum, and has exhausted their appeal rights (a Failed Asylum Seekers), but is unable to leave the UK immediately due to circumstances beyond their control, the Service User may be eligible to make an application for Section 4 support. Support provided under Section 4 is accommodation-based and the accompanying subsistence is cashless. A Service User's eligibility to receive Section 4 support is determined in accordance with the criteria specified in Regulation 3 of the Immigration and Asylum (Provision of Accommodation to Failed Asylum Seekers) Regulations 2005.

3.2 Eligibility Process

- 3.2.1 A Service User's eligibility to receive Section 95 support is determined by the Authority, following the submission of an application for Section 95 by, or on behalf of, the Service User and their dependents. Only Service Users who have made an asylum claim are eligible to apply for Section 95 support.
- 3.2.2 If a Service User claims to be destitute and in need of immediate Accommodation and subsistence, they have a right to apply for temporary Section 98 support where Accommodation and essential living needs will be provided to the Service User and their dependent(s), if applicable, whilst their eligibility for Section 95 is determined.
- 3.2.3 The Provider shall assist Service Users with the completion of Section 98 and Section 95 applications, where required, and submit these to the Authority, in accordance with the requirements set out in Paragraphs 3.3 and 3.4 of this Schedule 2.
- 3.2.4 Where Service Users choose to complete Section 95 applications independently, the Provider shall offer a quality assurance service to Service Users, to review their applications and make recommendations to the Service Users regarding necessary changes and/or additions to ensure the application is complete, in accordance with the requirements set out in Paragraph 3.5 of this Schedule 2.

- 3.2.5 Where a Service User wishes to make an application for Section 4 support, the Provider shall assist the Service User with the completion and submission of the Section 4 application, in accordance with the requirements of Paragraph 3.6 of this Schedule 2.
- 3.2.6 In the event a Service User chooses to complete a Section 4 application independently, the Provider shall offer a quality assurance service to Service Users, to review their applications and make recommendations to the Service Users regarding necessary changes and/or additions to ensure the application is complete, in accordance with the requirements set out in Paragraph 3.7 of this Schedule 2.
- 3.2.7 In the event that the Authority refuses an application for support because the application is inaccurate or incomplete, the Provider shall assist the Service User to correct and/or complete their application, and resubmit the application to the Authority, in accordance with the requirements set out in Paragraph 3.8 of this Schedule 2.
- 3.2.8 In the event that a Service User believes that their application for support has been refused erroneously by the Authority, and the Provider believes that further representations to the Authority would make a material difference to the Authority's decision, the Provider shall assist the Service User to make a written representation to the Authority. If the Service User believes that their application for support has been refused erroneously by the Authority, but the Provider disagrees and/or the Service User has already made a written representation to the Authority and been refused, if the Service User has a right of appeal, the Provider shall refer the Service User to an independent third-party organisation which is capable of assisting the Service User in appealing the Authority's decision in compliance with agreed processes, in accordance with the requirements set out in Paragraph 3.9 of this Schedule 2.
- 3.2.9 In the event that the Provider detects emerging trends in the Authority's decision making process, the Provider shall notify the Authority and provide information as to basis of the trend, to help inform continuous improvement activity within the Authority, in accordance with the requirements of Paragraph 3.9.6 of this Schedule 2. Such a notification will be supported by trend data and will not be provided on a case-by-case basis.

3.3 S98 Eligibility Assistance

- 3.3.1 When contacted by, or referred to, Service Users who wish to make an application for Section 98 support, the Provider shall advise the Service User on the process for making a Section 98 support application (currently termed an 'IA referral form'), including the 'no-choice' nature of accommodation provision, the eligibility criteria and evidence requirements for Section 98 support and the assistance available to the Service User in making a Section 98 support application, should they require it.

Schedule 2: Statement of Requirements

- 3.3.2 Where required by Service Users, the Provider shall assist Service Users in completing the Section 98 support application to the quality standard required by the Authority, and shall submit the application to the Authority on behalf of the Service User.
- 3.3.3 The Service Level for the assistance and submission of completed Section 98 support applications is that the Provider shall submit accurately completed forms within fifteen (15) minutes of the completion of the form.
- 3.3.4 The Provider shall ensure that the Section 98 support application is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 98 support being refused.
- 3.3.5 The Provider shall submit completed Section 98 support applications to the Authority, along with any required supporting evidence, via a secure electronic means of transmission. The means of secure transmission shall be agreed by the Authority with the Provider prior to Contract Effective Date.
- 3.3.6 For the avoidance of doubt, the Provider is not responsible for passing judgement on a Service User's eligibility for Section 98 support. The Provider shall submit to the Authority all Section 98 applications which it receives from Service Users, or it assists Service Users to complete, regardless of the Provider's judgement as to their likely outcome.

3.4 S95 Application Assistance

- 3.4.1 When contacted by, or referred to, Service Users who wish to make an application for Section 95 support, the Provider shall advise the Service User on the process for making a Section 95 support application, including the 'no choice' nature of accommodation provision, the eligibility criteria and supporting evidence requirements for Section 95 support and the assistance available to the Service User in making a Section 95 support application, should they require it.
- 3.4.2 The Provider shall maintain Staff in, or near to, Initial Accommodation sites during Working Hours (within the office accommodation provided by the relevant AASC Provider) to provide face-to-face information and assistance with the completion and submission of Section 95 support applications, where required, to Service Users resident in Initial Accommodation.

- 3.4.3 Where required by Service Users, the Provider shall assist Service Users in completing the Section 95 support application to the quality standard required by the Authority, along with informing the Service User of the necessary evidence they will be required to obtain to support the application, and shall submit the application to the Authority on behalf of the Service User.
- 3.4.4 The Provider shall submit the completed Section 95 support application, along with necessary supporting evidence, to the Authority in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*).
- 3.4.5 The Provider shall ensure that the Section 95 support application, and necessary supporting evidence, is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 95 support being refused.
- 3.4.6 The Provider shall submit completed Section 95 support applications to the Authority, along with any required supporting evidence, via the secure means of transmission described in Paragraph 2.7.3 of this Schedule 2.
- 3.4.7 When the Provider is submitting supporting evidence for Section 95 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.
- 3.4.8 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User's Section 95 support application. In this event, the Provider shall inform the Service User as to what documents are required, and the process for obtaining them. Once provided by the Service User, the Provider shall send these documents to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*). The documents requested by the Authority may vary on a case-by-case basis. The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.
- 3.4.9 In assisting the Service User in completing their Section 95 support application, the Provider shall provide the Service User with advice and guidance as to whether the Service User's Section 95 support application meets the Authority's eligibility criteria for Section 95 support.
- 3.4.10 In the event the Provider does not consider that the Service User's circumstances, as evidenced through their Section 95 application, meet the Authority's eligibility criteria for Section 95 support, the Provider shall notify the relevant

Service User of the same, along with an explanation as to why the Provider believes the Service User's application does not meet the eligibility criteria. The Provider shall explain to the Service User that the Service User still has the right to submit their Section 95 support application, but that it may be refused by the Authority. The Provider shall provide quarterly reports to the Authority on the effectiveness of their approach, and the Authority may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency.

- 3.4.11 In the event that, following the advice detailed in Paragraph 3.4.10, the Service User still wishes their Section 95 support application to be submitted to the Authority, the Provider shall submit the Section 95 support application on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*). In these cases, in addition to submitting the Service User's support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority's eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User's support application meets the Authority's eligibility criteria.

3.5 S95 Quality Assurance

- 3.5.1 When contacted by, or referred to, Service Users who wish to make an application for Section 95 support, the Provider shall advise the Service User on the process for making a Section 95 support application, the eligibility criteria and supporting evidence requirements for Section 95 support and the assistance available to the Service User in making a Section 95 support application, should they require it.
- 3.5.2 In the event that a Service User chooses to complete their Section 95 support application independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User's completed Section 95 application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Section 95 support applications without the assistance of the Provider. This shall include Service Users resident in Initial Accommodation who choose to complete their Section 95 support applications without the assistance of the Provider.
- 3.5.3 The Provider's quality assurance service shall include a review of the Service User's Section 95 support application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.

- 3.5.4 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Section 95 support application, and shall advise the Service User on how to complete and/or correct a deficient Section 95 support application.
- 3.5.5 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User, within the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*).
- 3.5.6 The Provider shall also offer to assist the Service User in completing and/or correcting the Service User's Section 95 support application, and where requested by the Service User, shall deliver such assistance as may be necessary to complete and submit the Service User's Section 95 support application, in accordance with the requirements of Paragraph 3.4 of this Schedule 2.
- 3.5.7 In the event that a Service User wishes the Provider to submit a Section 95 support application to the Authority, which the Provider considers to be materially deficient, in terms of correctness and/or completeness, the Provider shall inform the Service User of the importance of ensuring Section 95 support applications are correct and complete, and the potential consequences of submitting incomplete or inaccurate applications, including the potential for the Authority to refuse the support application.
- 3.5.8 If, after being given the information detailed in Paragraph 3.5.7, the Service User still wishes for the Section 95 support application to be submitted to the Authority, the Provider shall submit the application, along with any supporting evidence, to the Authority on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 1) of Schedule 13 (*Performance Management Regime*). In these cases, in addition to submitting the Service User's support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority's eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User's support application meets the Authority's eligibility criteria.
- 3.5.9 The Provider shall submit the Service User's Section 95 support applications to the Authority, along with any supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.
- 3.5.10 When the Provider is submitting supporting evidence for Section 95 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

3.6 Section 4 Application Assistance

- 3.6.1 The Provider shall assist Failed Asylum Seekers, who are eligible for support under Section 4 (or in exceptional circumstances, Section 95) of the Immigration and Asylum Act 1999, to apply for support.
- 3.6.2 When contacted by, or referred to, Service Users who wish to make an application for Section 4 support, the Provider shall advise the Service User on the process for making a Section 4 support application, the eligibility criteria and supporting evidence requirements for Section 4 support and the assistance available to the Service User in making a Section 4 support application, should they require it.
- 3.6.3 Where required by Service Users, the Provider shall assist Service Users in completing the Section 4 support application, along with informing the Service User of the necessary evidence they will be required to obtain to support the application, and shall submit the application to the Authority on behalf of the Service User.
- 3.6.4 The Provider shall submit the completed Section 4 support application, along with necessary supporting evidence, to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13(*Performance Management Regime*).
- 3.6.5 The Provider shall ensure that the Section 4 support application, and necessary supporting evidence, is complete and as accurate as possible prior to submission to the Authority, using information provided by the Service User. The Provider shall emphasise to Service Users that it is essential that Service Users are truthful in their applications, and that they disclose all requested information, as failure to disclose all requested information fully and truthfully could result in their application for Section 4 support being refused.
- 3.6.6 The Provider shall submit completed Section 4 support applications to the Authority, along with any required supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.
- 3.6.7 When the Provider is submitting supporting evidence for Section 4 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.
- 3.6.8 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User's Section 4 support application. In this event, the Provider shall inform the Service User as to what documents are required, and the process for obtaining them. Once provided by the Service User, the Provider shall send these documents to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance*

Management Regime). The documents requested by the Authority may vary on a case-by-case basis. The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.

- 3.6.9 In assisting the Service User in completing their Section 4 support application, the Provider shall provide the Service User with advice and guidance as to whether the Service User's Section 4 support application meets the Authority's eligibility criteria for Section 4 support.
- 3.6.10 In the event the Provider does not consider that the Service User's circumstances, as evidenced through their Section 4 application, meet the Authority's eligibility criteria for Section 4 support, the Provider shall notify the relevant Service User of the same, along with an explanation as to why the Provider believes the Service User's application does not meet the eligibility criteria. The Provider shall explain to the Service User that the Service User still has the right to submit their Section 4 support application, but that it may be refused by the Authority.
- 3.6.11 In the event that, following the advice detailed in Paragraph 3.6.10, the Service User still wishes their Section 4 support application to be submitted to the Authority, the Provider shall submit the Section 4 support application on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*). In these cases, in addition to submitting the Service User's support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority's eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User's support application meets the Authority's eligibility criteria.

3.7 S4 Quality Assurance

- 3.7.1 When contacted by, or referred to, Service Users who wish to make an application for Section 4 support, the Provider shall advise the Service User on the process for making a Section 4 support application, the eligibility criteria and supporting evidence requirements for Section 4 support and the assistance available to the Service User in making a Section 4 support application, should they require it.
- 3.7.2 In the event that a Service User chooses to complete their Section 4 support application independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User's completed Section 4 application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Section 4 support applications without the assistance of the Provider.

- 3.7.3 The Provider's quality assurance service shall include a review of the Service User's Section 4 support application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.
- 3.7.4 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Section 4 support application, and shall advise the Service User on how to complete and/or correct a deficient Section 4 support application.
- 3.7.5 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User, within the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*).
- 3.7.6 The Provider shall also offer to assist the Service User in completing and/or correcting the Service User's Section 4 support application, and where requested by the Service User, shall deliver such assistance as may be necessary to complete and submit the Service User's Section 4 support application, in accordance with the requirements of Paragraph 3.6 of this Schedule 2.
- 3.7.7 In the event that a Service User wishes to submit a Section 4 support application to the Authority, which the Provider considers to be materially deficient, in terms of correctness and/or completeness, the Provider shall inform the Service User of the importance of ensuring Section 4 support applications are correct and complete, and the potential consequences of submitting incomplete or inaccurate applications, including the potential for the Authority to refuse the support application.
- 3.7.8 If, after being given the information detailed in Paragraph 3.7.7, the Service User still wishes for the Section 4 support application to be submitted to the Authority, the Provider shall submit the application, along with any supporting evidence, to the Authority on behalf of the Service User, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*). In these cases, in addition to submitting the Service User's support application, the Provider will inform the Authority that the Service User has been advised by the Provider that their application may not meet the Authority's eligibility criteria, and will provide the Authority with a summary of the reasons why the Provider does not believe the Service User's support application meets the Authority's eligibility criteria.
- 3.7.9 The Provider shall submit the Service User's Section 4 support applications to the Authority, along with any supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.

3.7.10 When the Provider is submitting supporting evidence for Section 4 support applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.

3.8 Resubmission of incomplete or incorrect applications

- 3.8.1 In the event that a Service User's support application (Section 98, 95 or 4) is rejected by the Authority for being incomplete or incorrect, the Provider shall support the Service User to correct and/or complete all such rejected applications and resubmit them to the Authority.
- 3.8.2 In the event that a Service User's support application is rejected by the Authority for being incomplete or incorrect, the Provider will communicate the situation to the relevant Service User, and will explain what action is required to complete and/or correct the relevant support application, including what additional supporting evidence may be required and the process for obtaining it.
- 3.8.3 The Provider shall assist the Service User in completing and/or correcting the deficient support application.
- 3.8.4 Once the Service User's rejected support application is complete, the Provider shall resubmit the support application to the Authority, along with the necessary supporting evidence provided by the Service User.
- 3.8.5 The Provider shall re-submit the Service User's support application to the Authority, along with any necessary supporting evidence, via the mechanism described in Paragraph 2.7.3 of this Schedule 2.
- 3.8.6 Rejected incomplete and/or incorrect support applications shall be completed and re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 1 and 7) of Schedule 13 (*Performance Management Regime*).
- 3.8.7 The Provider shall provide quarterly reports to the Authority detailing, for the relevant quarter, the volume of resubmitted asylum support applications, the rate of asylum support application resubmissions as a percentage of total asylum support application submissions, trend data against the rate of asylum support application resubmissions in the preceding quarters and analysis of the principal causes for the number of resubmissions.

3.9 Refused applications

- 3.9.1 In the event that the Authority refuses a Service User's completed application for support (Section 98, 95 or 4) on the basis that the Authority does not consider the Service User to be eligible for support based on the information the Authority has been given, but the Service User believes that the Authority is in error in refusing their application, the Provider may, if the Provider believes a written representation to the Authority will make a material difference to the Authority's decision:
- 3.9.1.1 assist the Service User, where they believe a material error has taken place, in drafting a written representation as to why the Service User believes the Authority has made an error in refusing their support application;
 - 3.9.1.2 within five (5) Working Days of the Authority's decision, submit the Service User's written representation to the Authority; *and*
 - 3.9.1.3 submit the written representation to the Authority via a secure electronic means of transmission. The means of secure transmission shall be agreed by the Authority with the Provider prior to Contract Effective Date.
- 3.9.2 In the event that the Authority refuses a Service User's completed application for support (Section 98, 95 or 4) on the basis that the Authority does not consider the Service User to be eligible for support based on the information the Authority has been given, but the Service User believes that the Authority is in error in refusing their application, the Provider may, if the Provider does not believe that a written representation to the Authority will make a material difference to the Authority's decision, or such a written representation has already been made and the Authority has not changed its decision:
- 3.9.2.1 advise the Service User on their rights to appeal the Authority's decision and provide information on the appeals process;
 - 3.9.2.2 where a Service User has a right of appeal, signpost the Service User to third-party organisations who may be able to help the Service User in making their appeal; *and/or*
 - 3.9.2.3 where a Service User has a right of appeal, and where requested by the Service User, within five (5) Working Days of the Authority's application decision or decision following their review of the Service User written notification, refer the Service User's case to an independent third-party capable of

assisting the Service User in appealing the Authority's decision to refuse the Service Users support application.

- 3.9.3 For the avoidance of doubt, the Provider should only assist the Service User in submitting a single written notification to the Authority in response to the Authority's decision on the Service User's Asylum Support application. Additional written and/or verbal notifications will not be accepted or considered by the Authority.
- 3.9.4 For the avoidance of doubt, the Provider will not be permitted to represent the Service User during the appeals process against the Authority's decision to refuse the Service User's support application.
- 3.9.5 For the avoidance of doubt, if a Service User has new evidence in support of the Asylum Support application which was not submitted as part of their original Asylum Support application, this should not be provided through the written notification process. Instead, the Provider shall assist the Service User and submit a new Asylum Support application to the Authority on their behalf, with the all the necessary evidence, in accordance with the requirements of Paragraphs 3.3, 3.4 and 3.6 of this Schedule 2.
- 3.9.6 To support continuous improvement within the Authority, the Provider shall provide quarterly trend reports to the Authority detailing, for the relevant quarter, the number of written representations to the Authority regarding potentially erroneous Authority asylum support application decisions, the number of written representations as a percentage of total asylum support applications, the number of Authority asylum support application decisions which were reversed following written representations by a Service User and the Provider's analysis as to the root causes for the Authority's erroneous support application decisions. In this quarterly report, the Provider shall also notify and provide evidence to the Authority if the Provider believes that their root cause analysis indicates that there are systemic issues in the way the Authority processes asylum support applications.

3.10 Asylum Support Payment Cards

- 3.10.1 Once the Authority has determined that a Service User is eligible for Asylum Support, the Service User is entitled to receive subsistence payments from the Authority to pay for their essential living needs. The current method of delivery for Asylum Support subsistence payments is a pre-paid payment card (currently termed an ASPEN card).
- 3.10.2 In addition, in some cases, Service Users may be entitled to receive their Asylum Support Payment Card before their eligibility for Asylum Support has been determined, if they are being accommodated in Initial Accommodation which is provided by the AASC Provider on a 'self catered' or 'half board' basis. In these cases, the Authority will request that

the Provider issues the relevant Service User with an Asylum Support Payment Card before their eligibility for Asylum Support has been confirmed, so that the Service User can acquire essential living needs in lieu of food provision by the relevant AASC Provider.

- 3.10.3 Asylum Support Payment Cards are activated by the Asylum Support Payment Provider, who is also responsible for processing payments onto the payment cards.
- 3.10.4 The Authority shall notify the Provider when a Service User is entitled to receive an Asylum Support Payment Card. Upon notification by the Authority, the Provider shall distribute Asylum Support Payment Cards to relevant Service Users whilst the relevant Service Users are within Initial Accommodation. The Provider shall distribute the Asylum Support Payment Cards to relevant Service Users after the Authority has determined their eligibility for Asylum Support, but before the relocation of Service Users to their Dispersal Accommodation by the AASC Provider, or upon the arrival of the Service User in Initial Accommodation, if said Initial Accommodation is delivered on a 'self catered' or 'half board' basis, in accordance with Paragraph 3.10.2.
- 3.10.5 If an Asylum Support Payment Card is distributed to a Service User in Initial Accommodation delivered on a 'self catered' or 'half board' basis, and the Authority subsequently determines the relevant Service User is not eligible for Asylum Support, the Authority is responsible for ensuring the deactivation of the Service User's Asylum Support Payment Card.
- 3.10.6 Once the Provider has distributed an Asylum Support Payment Card to a Service User, the Provider shall:
 - 3.10.6.1 notify the Asylum Support Payments Provider that the Asylum Support Payment Card has been distributed to the relevant Service User;
 - 3.10.6.2 provide a briefing to the Service User receiving the Asylum Support Payment Card, with supporting materials, which explains:
 - 3.10.6.2.1 the need for the Service User to register with the Asylum Support Payments Provider to activate the Asylum Support Payment Card, and the process for doing so;
 - 3.10.6.2.2 the purpose of the Asylum Support Payment Card (i.e. for essential living needs) and how much money is available on a weekly basis;
 - 3.10.6.2.3 the instructions for using the Asylum Support Payment Card, including demonstrations where necessary;

- 3.10.6.2.4 the importance of the Asylum Support Payment Card as a Service User's means of financial support and how the Service User can protect their card from fraud and theft;
- 3.10.6.2.5 where the Asylum Support Payment Card can be used;
- 3.10.6.2.6 the procedure in the event that the Asylum Support Payment Card becomes lost or is stolen; *and*
- 3.10.6.2.7 the contact details for the Provider's Contact Centre for other Asylum Support Payment related enquiries (see Paragraph 5.4 of this Schedule 2).

3.10.7 The Provider will work closely with both the Asylum Support Payments Provider and the Authority to ensure that the briefings, and supporting material, they provide to Service Users are kept up-to-date. All briefing materials developed by the Provider will be approved by the Authority prior to the Contract Effective Date.

4 ADVICE & GUIDANCE

4.1 Key Principles

- 4.1.1 A core function for the Provider is to provide impartial advice and guidance to Service Users, throughout the Asylum Support and Asylum Claims processes, through a range of communication channels appropriate to Service User needs and capacity.
- 4.1.2 The Provider shall note that Service Users shall not be charged for the advice and guidance they are provided by the Provider.
- 4.1.3 The Provider shall ensure that none of the advice and guidance they provide to Service Users is critical of the Authority's policies or operations, and that no advice and guidance is designed to, or could be reasonably construed to, bring the Authority or its representatives into disrepute.
- 4.1.4 The Provider shall offer advice and guidance and respond to Service User queries in relation to the following areas:
 - 4.1.4.1 the asylum process and how to claim asylum;
 - 4.1.4.2 the Asylum Support process, what forms of support are available and how to apply for Asylum Support;
 - 4.1.4.3 the rights and obligations of Service Users whilst they are within Asylum Support and/or whilst their asylum claims are being processed;
 - 4.1.4.4 the Key Touch Points (KTPs) within the asylum claims process (as described in Paragraphs 4.2 to 4.9 of this Schedule 2);
 - 4.1.4.5 the process for notifying the Authority of a change in Service User circumstances, including what information the Authority requires from the Service User and how this information is to be provided to the Authority, in accordance with Paragraph 4.6 of this Schedule 2;
 - 4.1.4.6 the process of applying to the Authority for additional Asylum Support entitlements, in accordance with Paragraph 4.7 of this Schedule 2;
 - 4.1.4.7 the status of a Service User's claim for asylum, in accordance with Paragraph 4.8 of this Schedule 2;

4.1.4.8 the process of Asylum Support cessation and the assistance available to Service Users moving-on from Asylum Support, in accordance with paragraph 4.9 of this Schedule 2; *and*

4.1.4.9 other services available to Service Users and how to access the same, including signposting Service Users to relevant services and agencies, where appropriate. Such services shall include, but not be limited to:

4.1.4.9.1 health and medical care;

4.1.4.9.2 Local Authority social services;

4.1.4.9.3 educational institution enrolment (for Service Users and/or their dependents);

4.1.4.9.4 legal services and representation;

4.1.4.9.5 the Home Office Voluntary Return Service; *and/or*

4.1.4.9.6 local voluntary sector / NGO services.

4.1.5 The Provider shall ensure that it is able to provide advice and guidance to Service Users through a variety of channels which a Service User may use to seek advice and guidance. These channels could include, but are not limited to:

4.1.5.1 independent requests for advice and guidance from individual Service Users;

4.1.5.2 induction services provided to Service Users whilst they are within Initial Accommodation;

4.1.5.3 referrals from legal representatives;

4.1.5.4 referrals from the Home Office (which may include the Asylum Screening Unit, Immigration Offices at Ports of Entry or Immigration Enforcement Teams);

4.1.5.5 referrals from voluntary sector organisations; *and/or*

4.1.5.6 referrals from AASC Providers.

4.1.6 In accordance with Paragraph 2.16.3 of this Schedule 2, all advice, guidance and accompanying materials must be delivered in a language and manner the Service User can understand.

Schedule 2: Statement of Requirements

4.1.7 The remainder of this Section of this Schedule 2 describes the specific advice and guidance to be made available to Service Users at Key Touch Points (KTPs). The Provider shall note, however, that general advice and guidance, in relation to the areas detailed in Paragraph 4.1.3, shall be made available to Service Users at any point in the Asylum Support or Asylum Claims process, where appropriate and when requested by a Service User.

4.2 KTP 1: Notification of intent to claim asylum

4.2.1 The Provider shall note that Service Users may claim asylum through a number of locations and channels, including:

4.2.1.1 The Authority's Asylum Intake Unit;

4.2.1.2 Ports;

4.2.1.3 Police Stations; *and*

4.2.1.4 Immigration Enforcement teams.

4.2.2 The Provider shall note that Service Users will have different levels of information and understanding of the UK asylum process, depending upon factors such as their point of entry to the UK, time within the UK, their knowledge of the English language and their agency and capacity.

4.2.3 The Provider shall provide advice and guidance to Service Users who contact the Provider and signal their intent to claim asylum. The Provider shall note that such contact could be via a referral from another organisation or agency. In the event of such contact, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

4.2.3.1 information on the Service User's rights to claim asylum and their obligations whilst they are within the Asylum System, including the limitations on their right to work;

4.2.3.2 information on the process for claiming asylum and where the Service User can claim asylum;

4.2.3.3 information on the asylum process, including the constituent stages and KTPs the Service User will experience as their claim progresses, what they can expect at each stage and the normal timeframes for the Authority to make an asylum decision;

4.2.3.4 information on the potential outcomes of asylum claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority; *and*

4.2.3.5 information on the Asylum Support available to asylum claimants who are destitute, including the 'no choice' nature of accommodation provision, and the process for applying for Asylum Support, in accordance with the requirements set out in paragraphs 3.3 and 3.4 of this Schedule 2.

4.2.4 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority's Asylum Claim and Asylum Support processes and procedures.

4.3 KTP 2: Prior to Screening Interview

4.3.1 The Provider shall note that Service Users who have claimed asylum are required to undergo a Screening Interview with the Authority to assist the Authority in determining the validity of their asylum claim.

4.3.2 When requested by a Service User, the Provider shall provide advice and guidance to assist the Service User in preparing for their Screening Interview. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

4.3.2.1 information on the purpose of the Screening Interview;

4.3.2.2 information on how to get to the Screening Interview location stipulated on the letter sent to the Service User by the Authority, if required by the Service User;

4.3.2.3 information on the rights and obligations of the Service User;

4.3.2.4 information on the availability of legal advice and representation and signposting of Service User's to the Legal Aid Agency, where appropriate;

4.3.2.5 information on the Screening Interview process and what the Service User can expect, including the need to capture biometric data, the role of the Immigration Officer and the availability of interpretation / translation services;

- 4.3.2.6 information on the importance of attending the Screening Interview and the need to be truthful in the Screening Interview;
 - 4.3.2.7 information on the process post the Screening Interview and what the Service User can expect, including the need to report in person to a specified Authority location at regular intervals; *and*
 - 4.3.2.8 information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.
- 4.3.3 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority's Asylum Claim and Asylum Support processes and procedures.
- 4.3.4 For the avoidance of doubt, the provision of screening advice does not, and shall not, include the coaching of Service Users in how to answer questions relating to their claim.

4.4 KTP3: Moving into Initial Accommodation (Induction guidance)

- 4.4.1 The Provider shall provide an Induction Service to Service Users within Initial Accommodation, in accordance with the requirements set out in paragraphs 4.4.4 of this Schedule 2, to help these Service Users to navigate the Asylum System and Asylum Support process, and prepare for Dispersal Accommodation.
- 4.4.2 The Induction Service shall be provided to Service Users within one (1) Calendar Day of their arrival into Initial Accommodation.
- 4.4.3 The Induction Service, and supporting briefing materials, shall be provided in a manner and language which the Service User can understand.
- 4.4.4 The Induction Service shall be composed of a verbal briefing, and written briefing materials, and shall include:
- 4.4.4.1 information on the rights and obligations of the Service User, including the right to make complaints regarding the Services the Service User receives from the Provider, the AASC Providers and Asylum Support Payments Provider;

- 4.4.4.2 information on the asylum process, including the constituent stages and KTPs the Service User will experience as their claim progresses, what they can expect at each stage and the normal timeframes for the Authority to make an asylum decision;
- 4.4.4.3 information on the potential outcomes of Asylum Claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority, and the availability of move-on support, including the Voluntary Return Service;
- 4.4.4.4 information on the availability of legal advice and representation and signposting of Service User's to the Legal Aid Agency, where appropriate;
- 4.4.4.5 information on the Asylum Support process, including the 'no choice' basis of accommodation provision, and the assistance available to Service Users in applying for Asylum Support, in accordance with the requirements in Paragraphs 3.4 and 3.5 of this Schedule 2;
- 4.4.4.6 information on the process post submission of an Asylum Support application, including the normal timeframes for Authority decisions on Asylum Support applications, and process for moving eligible Service Users to their Dispersal Accommodation;
- 4.4.4.7 information on the requirement to keep the Authority updated on Change of Circumstances, including the types of Change of Circumstance which the Authority must be notified of, and the process for notifying the Authority (as described in Paragraph 4.6 of this Schedule 2);
- 4.4.4.8 information on the additional Asylum Support payments available to Service Users, including the relevant eligibility criteria and the process for applying for additional Asylum Support payments (as described in Paragraph 4.7 of this Schedule 2);
- 4.4.4.9 information on the Provider Single Point of Contact and contact details (as described in Paragraph 5.1 of this Schedule 2);
- 4.4.4.10 information on the process for making complaints regarding Provider, AASC Provider or Asylum Support Payments Provider services, the process for reporting Maintenance Issues with Accommodation or issues with Asylum Support Payments and the process for requesting assistance, including a demonstration where appropriate, in accordance with the requirements set out in Paragraphs 5.2, 5.3, 5.4 and 5.5 of this Schedule 2;

4.4.4.11 information on Asylum Support Payment cards, including how to activate and use them, in accordance with the requirements of Paragraph 3.10.6 of this Schedule 2;

4.4.4.12 information on local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.

- 4.4.5 In addition to providing its own Induction Service, the Provider shall cooperate with the AASC Providers in the development of the AASC Provider's induction briefings within Initial Accommodation, to ensure that the information being provided by the Provider and AASC Providers to Service Users is consistent. The AASC Provider's are responsible for providing two induction briefings to Service Users in Initial Accommodation, upon entry into Initial Accommodation and prior to relocation to their allocated Dispersal Accommodation. The Provider shall note that the AASC Provider's induction briefings are principally concerned with Accommodation specific information and guidance, but that there are areas of overlap between the AASC Provider induction and the Provider's induction.
- 4.4.6 In cooperating with the AASC Providers in the development of their induction briefings, the Provider shall provide information to the AASC Providers concerning the availability of local support networks and voluntary sector and/or community based organisations in the local areas in which Service Users are accommodated, the services these organisations offer to asylum seekers and how Service Users may access these services.
- 4.4.7 The Provider shall agree the Induction Service briefing material to be delivered Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority's Asylum Claim and Asylum Support processes and procedures.

4.5 KTP 4: Prior to Substantive Interview:

- 4.5.1 The Provider shall note that Service Users who have claimed asylum are required to undergo a Substantive Interview with the Authority to assist the Authority in determining the validity of their asylum claim.
- 4.5.2 When requested by a Service User, the Provider shall provide advice and guidance to assist the Service User in preparing for their Screening Interview. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide advice and guidance to Service Users, which shall include, but not necessarily be limited to:

- 4.5.2.1 information on the purpose of the Substantive Interview;
 - 4.5.2.2 information on how to get to the Substantive Interview location stipulated on the letter sent to the Service User by the Authority, if required by the Service User;
 - 4.5.2.3 information on the rights and obligations of the Service User;
 - 4.5.2.4 information on the availability of legal advice and representation and signposting of Service User's to the Legal Aid Agency, where appropriate;
 - 4.5.2.5 information on the Substantive Interview process and what the Service User can expect, including the role of the Immigration Officer and the availability of interpretation / translation services;
 - 4.5.2.6 information on the importance of attending the Substantive Interview and the need to be truthful in the Substantive Interview;
 - 4.5.2.7 information on the process post the Substantive Interview and what the Service User can expect, including the need to report in person to a specified Authority location at regular intervals;
 - 4.5.2.8 information on the potential outcomes of asylum claims, including the potential rights of appeal in the event an asylum claim is refused by the Authority, and the availability of move-on support, including the Voluntary Return Service; *and*
 - 4.5.2.9 information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area.
- 4.5.3 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority's Asylum Claim and Asylum Support processes and procedures.
- 4.5.4 For the avoidance of doubt, the provision of substantive interview advice does not, and shall not, include the coaching of Service Users in how to answer questions relating to their claim.

4.6 KTP 5: Change of Circumstances Assistance

- 4.6.1 The Provider shall note that whilst Service Users are within the Asylum System and/or Asylum Support, their situation and circumstances can change, and that Service Users are obliged to notify the Authority of such prescribed changes, as soon as they are practically able to do so, so that the Authority can ensure that Service Users receive the support and assistance they are entitled to.
- 4.6.2 The full list of changes in Service User circumstances for which the Service User is obliged to notify the Authority are outlined in Annex C of this Schedule 2 and in Regulation 15 of the Asylum Support Regulations 2000. The list includes, but is not limited to:
- 4.6.2.1 change of the name of a Service User and/or their dependents;
 - 4.6.2.2 addition or removal of a dependent;
 - 4.6.2.3 change of address;
 - 4.6.2.4 change of marital status / change of civil partnership status;
 - 4.6.2.5 hospitalisation;
 - 4.6.2.6 pregnancy;
 - 4.6.2.7 birth of the child of a Service User;
 - 4.6.2.8 imprisonment;
 - 4.6.2.9 death of a dependant;
 - 4.6.2.10 request for an Section 96 exceptional payment;
 - 4.6.2.11 request to move Accommodation; *and/or*
 - 4.6.2.12 request to adjust Support Payments.
- 4.6.3 The Provider shall advise Service Users on which events constitute a Change of Circumstances for which the Service User has an obligation to notify the Authority, and will provide advice and guidance to Service Users on how to notify

the Authority of such changes, through the completion and submission to the Authority of the relevant Change of Circumstances application form, with necessary supporting evidence.

- 4.6.4 When requested by a Service User, the Provider shall assist the Service User to notify the Authority of a Change of Circumstances. The Provider shall note that such a request could be via a referral from another organisation or agency. In the event of such a request, the Provider shall provide assistance which shall include, but not be limited to:
- 4.6.4.1 providing information on the process for notifying the Authority of Change of Circumstances, and what supporting material is necessary to evidence the relevant Change of Circumstances;
 - 4.6.4.2 assisting the Service User with the completion of the necessary Change of Circumstances application form in English, ensuring the information provided on the Change of Circumstances form is understood and verified by the relevant Service User;
 - 4.6.4.3 informing the Service User of the evidence necessary to support their Change of Circumstances application and providing guidance to the Service User on how to obtain the necessary documents from relevant UK authorities. The evidence required will be in accordance with the Authority's published guidance, but may include material such as:
 - 4.6.4.3.1 Birth Certificates;
 - 4.6.4.3.2 Marriage Certificates; *and/or*
 - 4.6.4.3.2 Proof of address.
 - 4.6.4.4 Submitting the completed Change of Circumstances application form, with the necessary supporting evidence provided by the Service User, to the Authority on behalf of the Service User, through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in [Appendix A \(KPI 7\)](#) of Schedule 13 ([Performance Management Regime](#)). The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.
- 4.6.5 In some cases the Authority may request that the Provider obtains additional evidence from the Service User after the submission of the Service User's Change of Circumstances application. In this event, the Provider shall inform the Service User of the required evidence and provide guidance to the Service User on how to obtain the necessary documents. Once the Service User has obtained the relevant evidence, the Provider shall send this evidence to the Authority via the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level

standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*). The Provider shall not send documents to the Authority that do not relate to Asylum Support applications.

- 4.6.6 When the Provider is submitting supporting evidence for Change of Circumstances applications on behalf of a Service User, the Authority will accept scanned copies submitted via the Provider as if they were originals, and the Provider shall certify that the scanned copy is an authentic copy of the original.
- 4.6.7 In the event that a Service User chooses to complete a Change of Circumstances application form independently, without the assistance of the Provider, the Provider shall provide the Service User with a quality assurance service to review the Service User's completed application, prior to submission to the Authority. The Provider shall provide the quality assurance service to all Service Users who complete their Change of Circumstances applications without the assistance of the Provider.
- 4.6.8 The Provider's quality assurance service shall include a review of the Service User's Change of Circumstances application, and its supporting evidence, to ensure that the relevant application has been completed fully and accurately, and that all necessary supporting evidence has been included with the application.
- 4.6.9 The Provider shall notify the Service User of any deficiencies in the correctness or completeness of their Change of Circumstances application, and shall advise the Service User on how to complete and/or correct a deficient Change of Circumstances application
- 4.6.10 The Provider shall complete the quality assurance service and provide the required advice on how to complete and/or correct a deficient application to the Service User, or submit completed forms on behalf of the Service User.
- 4.6.11 In the event that a Service User's Change of Circumstances application is rejected by the Authority for being incomplete or incorrect, the Provider shall:
 - 4.6.11.1 communicate the situation to the relevant Service User;
 - 4.6.11.2 explain to the Service User what action is required to complete and/or correct the relevant Change of Circumstances application, including what additional supporting evidence may be required;
 - 4.6.11.3 assist Service Users to correct and/or complete all such rejected applications, including the identification of necessary supporting evidence; *and*

4.6.11.4 resubmit corrected / completed Change of Circumstances applications to the Authority on behalf of the Service User, through the mechanism described in Paragraph 2.7.3 of this Schedule 2.

4.6.12 Rejected incomplete and/or incorrect Change of Circumstances applications shall be completed and re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*).

4.7 KTP 6: Additional Support Applications

4.7.1 The Provider shall note that, due a Service User's circumstances, or a change in their circumstances, a Service User may apply for Additional Asylum Support Payments.

4.7.2 The process by which a Service User must demonstrate eligibility for Additional Asylum Support Payments varies according to whether the Service User is supported on Section 95 Asylum Support, or Section 4 Asylum Support.

4.7.3 Section 95

4.7.4 Depending on their circumstances, a Service User supported under section 95 of the Immigration and Asylum Act 1999 may be entitled to an Additional Asylum Support Payments:

4.7.4.1 a single, one-off maternity payment may be provided to new mothers receiving Asylum Support Payments to help with the costs associated with a new baby. The evidence for this Additional Asylum Support Payment must be submitted to the Authority no earlier than eight weeks before the baby is born, and no later than six weeks after the baby is born;

4.7.4.2 women who are receiving Asylum Support Payments, and who are pregnant;

4.7.4.3 dependent children under the age of one (1) who are receiving Asylum Support Payments; and/or

4.7.4.4 dependent children between the ages of one (1) and three (3) years of age, who are receiving Asylum Support Payments.

4.7.5 In the case of the payment described in Paragraph 4.7.4.1 above, the additional Asylum Support Payment will be made to the relevant Service User upon the submission of evidence (typically a MAT B1 form and/or birth certificate/s).

- 4.7.6 The Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for the Additional Asylum Support Payments detailed in Paragraphs 4.7.4.1 to 4.7.4.4 and provide information to applicable Service Users on the process for applying for the Additional Asylum Support payments, the assistance available to Service Users in applying for the Additional Asylum Support payments, any applicable time constraints on applications and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the Additional Asylum Support payments, and will submit the application to the Authority on behalf of the Service User.
- 4.7.7 In addition to the Additional Asylum Support Payments described above, any recipient of Asylum Support under Section 95 of the Immigration and Asylum Act 1999 may make an application for additional funds under Section 96(2) of that Immigration and Asylum Act 1999. These additional funds are designed to assist the Service User with the purchase of essential living needs which are:
- 4.7.7.1 different from the needs of asylum seekers in general due to the particular circumstances of the Service User in question, and therefore are not covered by the normal Asylum Support Payment; *and/or*
 - 4.7.7.2 common to all asylum seekers, but which are more costly to meet for the relevant Service User due to their particular circumstances.
- 4.7.8 In relation to additional Asylum Support payments under Section 96(2), the Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for the Additional Asylum Support payments under Section 96(2) and provide information to applicable Service Users on the process for applying for the Additional Asylum Support payments, the assistance available to Service Users in applying for the additional Asylum Support payments and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the additional Asylum Support payments under Section 96(2), and will submit the application to the Authority on behalf of the Service User.
- 4.7.9 The Provider shall, upon completion of the relevant Additional Asylum Support Applications described in Paragraphs 4.7.4.1 to 4.7.4.4 and 4.7.7, submit the completed applications to the Authority through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*).
- 4.7.10 **Section 4**
- 4.7.11 Depending on their circumstances, a Service User supported under Section 4 of the Immigration and Asylum Act 1999 may be entitled to additional Asylum Support payments Service Users on Section 4 Asylum Support may be entitled to

additional funds, including for travel, communications, clothing for those under 16, maternity and child payments and provision for exceptional needs. The application for such additional Asylum Support payments must be made in writing to the Authority in accordance with the Authority's requirements.

4.7.12 In relation to additional Asylum Support Payments for Service Users on Section 4 Asylum Support, the Provider shall, when contacted by Service Users, notify applicable Service Users of their potential eligibility for additional Asylum Support payments and provide information to applicable Service Users on the process for applying for the additional Asylum Support payments, the assistance available to Service Users in applying for the additional Asylum Support payments and what evidence is required by the Authority and how the Service User may obtain it. Where requested by a Service User, the Provider shall assist the Service User in applying for the Additional Asylum Support payments and will submit the application to the Authority on behalf of the Service User.

4.7.13 The Provider shall, upon completion of the relevant Additional Asylum Support Applications, submit the completed applications to the Authority through the mechanism described in Paragraph 2.7.3 of this Schedule 2, in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*).

4.7.14 **Resubmission of incomplete or incorrect applications**

4.7.15 In the event that a Service User's additional Asylum Support Application is rejected by the Authority for being incomplete or incorrect, the Provider shall:

4.7.15.1 communicate the situation to the relevant Service User;

4.7.15.2 explain to the Service User what action is required to complete and/or correct the relevant additional Asylum Support Application, including what additional supporting evidence may be required;

4.7.15.3 assist Service Users to correct and/or complete all such rejected applications, including providing information on how the Service User may obtain necessary supporting evidence; *and*

4.7.15.4 resubmit corrected / completed additional Asylum Support Applications to the Authority on behalf of the Service User.

- 4.7.16 Rejected incomplete and/or incorrect additional Asylum Support Applications shall be re-submitted by the Provider to the Authority in accordance with the service level standard detailed in Appendix A (KPI 7) of Schedule 13 (*Performance Management Regime*).
- 4.7.17 The Provider shall note that additional Asylum Support Application entitlements and application processes are subject to change. The Authority shall notify the Provider in the event of such changes, and the Provider shall ensure they adhere to changes in the Authority's policies and procedures set out by the Authority, changing the advice and assistance the Provider provides to Service Users accordingly.

4.8 KTP 7: Asylum applications status update

- 4.8.1 The Provider shall note that, as the Single Point of Contact for Service User enquiries, the Provider may receive calls from Service Users regarding the status of their Asylum Claim or their Asylum Support application.
- 4.8.2 The Provider shall note that the status of a Service User's Asylum Claim or Asylum Support application cannot be determined without access to relevant Authority systems.
- 4.8.3 In response to such enquiries, the Provider shall provide standardised responses to Service Users, which have been developed by the Provider and agreed with the Authority.
- 4.8.4 The standardised responses to be provided to Service Users will take into account the normal timescales for Asylum Claim decisions and Asylum Support applications.
- 4.8.5 The standardised responses will be reviewed at regular intervals by the Provider and the Authority to ensure they adequately reflect the Authority's processes and procedures, and Authority timescales for decisions.
- 4.8.6 In the event that the Provider considers the time it has taken the Authority to process a Service User's Asylum Support application is outside standard processing times, the Provider shall submit a notification to the Authority querying the delay and requesting an update on behalf of the Service User. The Authority's response to the Provider's notification may be provided to the Service User by the Provider, when requested by the Authority.
- 4.8.7 Where the nature of the query by the Service User does not accord with the agreed standard responses, the Provider shall refer the Service User to the relevant UKVI Contact Centre.

4.8.8 In the event that a Service User's claim for asylum is refused by the Authority, and the Service User has not exhausted their rights to appeal, the Provider shall provide information on the availability of legal representation and signpost Service Users to the Legal Aid Agency or independent, third-party organisations who may be able to assist the Service User with their appeal, where appropriate.

4.9 KTP 8: Post-Asylum Decision Move On Service

4.9.1 The Provider shall note that there are two outcomes for Service Users from their asylum claims, a positive decision or a negative decision.

4.9.2 The Provider shall note that once a Service User has received their asylum decision the entitlement of the Service User to Asylum Support will cease, after a pre-defined 'grace period' has elapsed. The duration of each grace period is subject to the outcome of the Service User's asylum claim, and operates in accordance with Regulation 2(2) of the Asylum Support Regulations 2000.

4.9.3 The Provider shall note that after the pre-defined 'grace period' has elapsed, the Service User's entitlement to Asylum Support will expire.

4.9.4 The Provider will provide advice and assistance to Service Users to assist them in moving-on from Asylum Support effectively, and reduce the risk of Service User destitution.

4.9.5 The remainder of this Paragraph sets out the move-on advice and assistance which shall be provided to Service Users in the event of each of the asylum claim outcomes described in Paragraph 4.9.1 of this Schedule 2.

4.9.6 Positive Decision

4.9.7 In the event that a Service User's claim for asylum is granted by the Authority, or the Service User is granted any other form of leave to remain, the Authority shall notify the Provider.

4.9.8 The Provider shall contact the Service User within one (1) Working Day of this notification from the Authority to offer a Move-On Service, in accordance with the service level standard detailed in Appendix A (KPI 8) of Schedule 13 (*Performance Management Regime*).

4.9.9 The Move-On Service provided by the Provider to the granted Service User shall include, but not be limited to:

- 4.9.9.1 providing information to the Service User on the length of their 'grace period' prior the cessation of their Asylum Support, and the end date of their eligibility for Asylum Support, and confirming that the Service User understands that after this date their eligibility for Asylum Accommodation and/or Subsistence payments will cease, and therefore they will need to vacate their Accommodation, as provided by the AASC Provider on behalf of the Authority, by this date;
- 4.9.9.2 advising and providing information to the Service User on the steps they must take to secure access to accommodation and mainstream welfare payments prior to the expiry of their eligibility for Asylum Support;
- 4.9.9.3 advising and providing information to the Service User on how to apply for a National Insurance (NI) number;
- 4.9.9.4 advising and providing information to the Service User on how to apply for mainstream welfare and access the labour market;
- 4.9.9.5 booking an appointment on behalf of the Service User with the local Department of Work and Pensions (DWP) office for a 'work focussed interview' at a date and time the Service User can attend, and confirming that the Service User understands the reason for the appointment, the appointment date and time and where to go to attend the appointment. For the avoidance of doubt, the purpose of the interview with DWP is to enable DWP staff members to facilitate and advise the Service User on how to access the labour market and transition into mainstream welfare;
- 4.9.9.6 advising and providing information to the Service User on the documentation required for the DWP appointment, and how to travel to the appointment;
- 4.9.9.7 following-up with the local DWP office to validate the Service User's attendance at the appointment and gather feedback about the meeting;
- 4.9.9.8 signposting Service Users who require housing to the relevant Local Authority housing team, in the area in which the Service User is accommodated, where appropriate; *and*
- 4.9.9.9 providing information on, and signposting Service Users to, relevant public services, local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area, including organisations which may be able to assist the

Service User in accessing appropriate housing, employment, welfare or “English for Speakers of Other Languages” (ESOL) courses post-Asylum Support.

- 4.9.10 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to review and audit the information the Provider provides to Service Users throughout the Contract Term, and to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority’s Asylum Claim and Asylum Support processes and procedures.
- 4.9.11 To support the successful and efficient move-on of granted Service Users from Asylum Support, the Provider shall liaise with the relevant AASC Provider to ensure that:
- 4.9.11.1 the Provider has the Service User’s latest contact details;
 - 4.9.11.2 after a Service User has received their asylum decision from the Authority, the AASC Provider is aware of the Authority’s asylum decision;
 - 4.9.11.3 after a Service User has received their asylum decision from the Authority, the Provider and AASC Provider are providing consistent communications to the Service User regarding the date of the cessation of their Asylum Support, and the steps the Service User must take to secure access to housing and employment or welfare post-Asylum Support; *and*
 - 4.9.11.4 the Provider and AASC Provider share relevant information and intelligence regarding the needs of the Service User and potential sources of housing for the Service User post-Asylum Support.
- 4.9.12 To support the successful and efficient move-on of granted Service Users from Asylum Support, the Provider shall develop relationships and liaise with the relevant Local Authorities, to ensure that the move-on advice and information provided to Service Users by the Provider reflects the Service User’s local environment, and aligns with the operating policies and procedures of the relevant Local Authority in which the Service User is accommodated, including in relation to the eligibility of the Service User for social housing, or other forms of housing provision within the Local Authority area.
- 4.9.13 **Negative Decision**
- 4.9.14 In the event that a Service User’s claim for asylum is refused by the Authority, and the Service User has exhausted their rights to appeal, the Authority shall notify the Provider.

- 4.9.15 The Provider shall contact the Service User within one (1) Working Day of this notification from the Authority to offer a Move-On Service, in accordance with the service level standard detailed in Appendix A (KPI 8) of Schedule 13 (*Performance Management Regime*).
- 4.9.16 The Move-On Service provided by the Provider to the refused Service User with no further rights of appeal shall include:
- 4.9.16.1 advising the Service User that in cases where appeal rights have been exhausted, case ownership may transfer to a separate unit within the Home Office and that the Authority will now be expecting the Service User to be making preparations to leave the UK immediately, unless they are unable to leave the UK immediately due to circumstances beyond their control;
 - 4.9.16.2 providing information to the Service User on the date of the cessation of their Asylum Support, and confirming that the Service User understands that after this date their eligibility for Asylum Accommodation and/or Subsistence payments will cease, and therefore they will need to vacate their Home Office provided Accommodation by this date;
 - 4.9.16.3 providing information to the Service User about the Voluntary Return Service, including how and where to make an application for the Voluntary Return Service, what the Service User can expect from the process and the benefits to the Service User from voluntarily choosing to return home;
 - 4.9.16.4 providing information on the Enforced Removal Process and the Family Removals Process, including how the process operates;
 - 4.9.16.5 providing information on the circumstances in which detention could take place, including the purpose of detention, who may be detained and when detention may occur, in accordance with Home Office guidance to be provided to the Provider by the Authority;
 - 4.9.16.6 providing information to the Service User on the need to report in person to a specified Authority location at regular intervals; *and*
 - 4.9.16.7 advising and providing information to the Service User on the eligibility criteria for Section 4 support, and, where applicable, assisting the Service User to apply for Section 4 support, in accordance with the requirements of Paragraphs 3.5 and 3.6 of this Schedule 2.

- 4.9.17 The Provider shall, when providing information to the Service User on the Voluntary Return Service, use real life case studies of previous Voluntary Return Service enrollers who have had a successful transition using the scheme. Case studies in support of this requirement shall be shared with the Provider by the Authority.
- 4.9.18 The Provider shall agree the information to be provided to Service Users with the Authority prior to the Contract Effective Date. The Authority reserves the right to review and audit the information the Provider provides to Service Users throughout the Contract Term, and to require changes to the information provided to Service Users by the Provider to reflect changes in the Authority's Asylum Claim and Asylum Support processes and procedures.

5 ISSUE REPORTING

5.1 Single Point of Contact

- 5.1.1 The Provider shall note that a key role of the Provider is to provide a Single Point of Contact (SPOC) for Service Users within the Asylum and Asylum Support systems. In addition to the provision of Advice and Guidance services described in Section 4 of this Schedule 2, the Provider's role includes being the SPOC for Service User complaints, reports of issues and requests for assistance, for the services provided by:
- 5.1.1.1 the Provider;
 - 5.1.1.2 the AASC Providers; *and*
 - 5.1.1.3 the Asylum Support Payments Provider.
- 5.1.2 The Provider shall note that types of contact from Service Users (or their representatives) could include:
- 5.1.2.1 Feedback on Asylum Support Services, provided by any of the Provider, the AASC Provider and/or the Asylum Support Payments Provider;
 - 5.1.2.2 Complaints about Asylum Support Services, provided by any of the Provider, the AASC Provider and/or the Asylum Support Payments Provider;
 - 5.1.2.3 reports of maintenance issues with their Asylum Accommodation provided by the AASC Provider;
 - 5.1.2.4 Requests for Assistance, on behalf of themselves or on behalf of other Service Users within Asylum Support; *and/or*
 - 5.1.2.5 queries or reports of issues in relation to their Asylum Support Payments or their Asylum Support Payment Cards.
- 5.1.3 The Provider shall note that Service User complaints, reports of issues or Requests for Assistance can be high-priority/safety critical, including, but not limited to, reports of unsafe Accommodation or Service Users at risk of imminent destitution, street-homelessness, abuse, suicide or self-harm. As such, and in accordance with Paragraph 2.3.2 of this Schedule 2, the Provider shall ensure that Service Users are able to contact the Provider, twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year, to report:

- 5.1.3.1 complaints with any Asylum Support services; *and/or*
- 5.1.3.2 Maintenance Issues with their accommodation; *and/or*
- 5.1.3.3 high-priority/safety critical Requests for Assistance.

5.1.4 Non high-priority/non-safety critical Requests for Assistance can be deferred to the Provider's Business Hours.

5.2 Service User complaints

- 5.2.1 The Provider shall record, manage and resolve Service User complaints relating to the Services provided by the Provider, in accordance with the requirements of Paragraph 2.10 of this Schedule 2.
- 5.2.2 In relation to reports of complaints received from Service Users regarding the AASC Provider, the Asylum Support Payments Provider or the Authority, the Provider shall provide a complaints administration service. This service shall include:
 - 5.2.2.1 classifying and recording Service User complaints, including the nature of the complaint, the entity to which Service User complaint relates, the date the complaint was raised and the contact details for the Service User who made the complaint;
 - 5.2.2.2 referring the Service User complaint to the appropriate party for resolution, providing said party with the necessary information they would require to investigate and resolve the complaint. The appropriate party in this instance refers to the party or organisation about whom the complaint has been made. For example, complaints about an AASC Provider would be referred to the relevant AASC Provider for resolution, whilst complaints about the Asylum Support Payments Provider would be referred to the Asylum Support Payments Provider;
 - 5.2.2.3 recording activities undertaken by the appropriate party to resolve the Service User's complaint, as provided by the party responsible for the resolution of the relevant complaint, and recording the date the Service User's complaint was resolved, as confirmed by the party responsible for the resolution of the relevant complaint;

- 5.2.2.4 contacting the party responsible for the resolution of the relevant complaint for an update on resolution activities, and recording relevant actions taken by the party responsible for the resolution of the relevant complaint, if the Provider has not received any communications from the party responsible for the resolving the complaint within five (5) Working Days of the Provider referring the complaint.
- 5.2.3 The Provider shall refer complaints to the appropriate party for resolution in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*), via a secure means of transmission.
- 5.2.4 In the event that the Provider receives a complaint which indicates that the Service User has been the victim of a crime, in addition to referring the complaint to the party responsible for the resolution of the complaint, the Provider shall also advise the relevant Service User to contact the Police. The Provider shall also immediately notify the Authority of the complaint, via a secure means of transmission to be agreed with the Authority prior to the Contract Effective Date.
- 5.2.5 The Provider shall be the point of escalation for the Service User's complaint in the event that:
 - 5.2.5.1 a Service User reports to the Provider that their complaint has not been resolved to their satisfaction, after the time allotted for resolving the complaint has elapsed, or after the party responsible for resolving the complaint has notified the Provider that the complaint has been resolved; *or*
 - 5.2.5.2 the party responsible for resolving the complaint cannot demonstrate to the Provider the commencement of any activities to resolve a Service User complaint within five (5) working days of the complaint being referred by the Provider.
- 5.2.6 After a complaint has been escalated to the Provider, the Provider shall:
 - 5.2.6.1 record the Service User's complaint and the contact details for the Service User;
 - 5.2.6.2 contact the party responsible for resolution of the complaint to ascertain any actions which were taken to resolve the complaint, and, if the party responsible for resolving the complaint considered the complaint closed, their justification for this decision; *and*
 - 5.2.6.3 assess whether the party responsible for resolving the complaint has taken necessary and appropriate steps to resolve the complaint within the allotted timescale for resolving the complaint, and whether any proposed resolution of the complaint was in accordance with the relevant party's service requirements.

- 5.2.7 In the event that the Provider considers the actions taken by the party responsible for the resolution of the complaint to have been inappropriate, insufficient, incomplete and/or not in accordance with their service requirements, the Provider shall:
- 5.2.7.1 notify the party responsible for the resolution of the complaint of the Provider's assessment and advise the relevant party of actions necessary to resolve the complaint;
 - 5.2.7.2 agree an appropriate and reasonable timeframe with the relevant party for the resolution of the complaint; *and*
 - 5.2.7.3 contact the Service User who made the complaint to notify them of the action to be taken by the relevant party and the proposed timeframe for resolution of the complaint.
- 5.2.8 If the party responsible for the resolution of the complaint does not agree with the Provider's assessment and proposed actions to resolve the complaint, the Provider shall escalate the complaint to the Authority for investigation. Following the escalation of the complaint to the Authority for investigation, the Provider will notify the Service User who made the complaint that their complaint has been escalated to the Authority.
- 5.2.9 In the event that the Provider considers the actions taken by the party responsible for the resolution of the complaint to have been appropriate and reasonable, and in accordance with their service requirements, the Provider shall:
- 5.2.9.1 notify the party responsible for the resolution of the complaint of the Provider's assessment;
 - 5.2.9.2 contact the Service User who made the complaint to notify them that the Provider considers the actions taken by the relevant party to resolve the complaint to have been appropriate and reasonable, and in accordance with their service requirements.
- 5.2.10 If the Service User who made the complaint does not agree with the Provider's assessment, the Provider shall escalate the complaint to the Authority for investigation. Following the escalation of the complaint to the Authority for investigation, the Provider will notify the Service User who made the complaint that their complaint has been escalated to the Authority.
- 5.2.11 To help ensure that Service User complaints can be appropriately captured and complaints MI reported to the Authority, the Provider shall develop and implement an approach for classifying complaints, based on their levels of urgency and severity. This approach shall be agreed with the Authority prior to the Contract Effective Date. For the avoidance of doubt, all complaints shall be referred to the appropriate party for their resolution, in accordance with the requirements

of Paragraphs 5.2.1 to 5.2.10 (inclusive), regardless of their classification. The purpose of the classification is to improve the quality and utility of the complaints MI reported to the Authority, and to help the Authority to understand the relative seriousness and criticality of complaints within the Asylum Support System.

5.2.12 The Provider shall report the volume of Service User complaints made to the Provider, by their classification, geographic region and the party responsible for their resolution, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*).

5.3 Maintenance Issues with Asylum Accommodation

5.3.1 In the event that a Service User (or their representative) contacts the Provider to report a maintenance issue with their Asylum Accommodation, the Provider shall provide a service to classify, log and refer the maintenance issue to the relevant AASC Provider for remedy.

5.3.2 This service shall include:

5.3.2.1 classifying and recording reported maintenance issues, in accordance with criteria provided by the Authority, including the nature of the maintenance issue and any additional details the Service User can provide to help support the accurate classification of the maintenance issue, the impact of the maintenance issue, the property to which the maintenance issue relates, the date the maintenance issue was reported and the contact details for the Service User who reported the maintenance issue;

5.3.2.2 informing the Service User (or their representative) of the Provider's classification of the severity of the maintenance issue, and the maximum response time the AASC Provider has to remedy the reported maintenance issue. The Provider's classification of the severity of the reported maintenance issue, and the relevant maximum response time, shall be based on the information given to the Provider by the Service User, and shall be in accordance with criteria provided by the Authority;

5.3.2.3 referring the reported maintenance issue to the relevant AASC Provider responsible for the Asylum Accommodation for remedy, providing the relevant AASC Provider with the Provider's classification of the reported maintenance issue and the necessary information the AASC Provider requires to investigate and remedy the maintenance issue; *and*

- 5.3.2.4 recording the date of the remedy of the reported maintenance issue, as confirmed by the relevant AASC Provider responsible for the remedying the maintenance issue.
- 5.3.3 The Provider shall refer reported maintenance issue to the relevant AASC Provider for their remedy in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*).
- 5.3.4 The Provider shall refer reported maintenance issue to the relevant AASC Provider responsible for their remedy via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.14.4 of this Schedule 2.
- 5.3.5 The Provider shall note that following investigation of the reported maintenance issue by the AASC Provider responsible for its remedy, the AASC Provider may dispute the Provider's classification of the severity of the reported maintenance issue. In this event:
 - 5.3.5.1 the AASC Provider shall notify the Provider of the change to the classification of the maintenance issue and the reasons why the AASC Provider has reclassified the maintenance issue;
 - 5.3.5.2 the Provider shall record the change to the classification of the maintenance issue and the AASC Provider's reasons for changing the classification of the reported maintenance issue; *and*
 - 5.3.5.3 the Provider shall contact the Service User who reported the maintenance issue to notify them of a change in the maximum response time permitted to the AASC Supplier to remedy the maintenance issue, and provide them with the reasons for the change to the maximum response time, if applicable.
- 5.3.6 For the avoidance of doubt, the Provider shall note that the AASC Provider shall be responsible for remedying the maintenance issue in accordance with the response time allowed by the Authority. In the event that the AASC Provider reclassifies a maintenance issue, the response time on the AASC Provider to remedy the issue is still assumed to commence from when the AASC Provider is notified of the relevant maintenance issue, not from when the maintenance issue is reclassified, even if the maximum response time for the AASC Provider to remedy the issue increases following the AASC Provider's reclassification of the maintenance issue.
- 5.3.7 The Provider shall report the number of reported maintenance issue which are reclassified by the AASC Providers, the change in the classification of the maintenance issue and the reasons for the change in the classification provided by the AASC Providers to the Authority, as part of the Provider's monthly reporting to the Authority detailed in Paragraph 5.3.12 of this Schedule 2. The Authority shall use this information to inform its inspection and contract management activities to ensure the contractual compliance of the AASC Providers.

- 5.3.8 The Provider shall note that efficiency and effectiveness of maintenance issue referrals can be improved with the more accurate classification of maintenance issue at the point at which they are reported. To support the accurate classification of maintenance issues at the point at which the maintenance issue is reported, the Provider shall:
- 5.3.8.1 ensure Provider Staff have sufficient knowledge of Asylum Accommodation reactive maintenance classification criteria and their relevant response times for remedy, as provided by the Authority;
 - 5.3.8.2 work collaboratively with AASC Providers to continuously improve the process of classifying reported maintenance issue, based on learning from experience. This shall include, but not be limited to, changing or adding to the questions the Provider asks Service Users to improve the diagnostic of maintenance issues, reducing areas of uncertainty implied by the Authority's reactive maintenance classification criteria and identifying opportunities to improve the efficiency and timeliness of the maintenance issue referral mechanism and subsequent maintenance task generation.
- 5.3.9 In the event that the Provider identifies opportunities to improve the accuracy and effectiveness of the Authority's reactive maintenance classification criteria, the Provider shall notify the Authority in accordance with the requirements of Paragraph 2.17 of this Schedule 2.
- 5.3.10 For the avoidance of doubt, the Provider shall note that the report of a maintenance issue does not constitute a complaint. It is to be expected that from time to time, maintenance issue will occur in Asylum Accommodation and the purpose of the AASC Provider's maintenance regime is to remedy such Maintenance Issues.
- 5.3.11 In the event, however, that a Service User (or their representative) contacts the Provider and reports that a maintenance issue which has already been reported to the Provider has not been remedied within the maximum response time allowed by the Authority, this shall constitute a complaint regarding the relevant AASC Provider's service delivery, and will be managed by the Provider in accordance with the requirements of Paragraph 5.2 of this Schedule 2.
- 5.3.12 The Provider shall report the volume of reported maintenance issue made to the Provider by Service Users, by their classification, geographic region and the AASC Provider responsible for their remedy, to the Authority on a monthly basis, along with the information described in Paragraph 5.3.7 of this Schedule 2, in accordance with the requirements of Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*).

5.4 Issues with Asylum Support Payments

- 5.4.1 In the event that a Service User (or their representative) contacts the Provider to report an issue with their Asylum Support Payments or their Asylum Support Payments Card, the Provider shall provide a service to classify, log and refer the issue to the Asylum Support Payments Provider for resolution.
- 5.4.2 Service User issues with their Asylum Support Payments may include, but not be limited to:
 - 5.4.2.1 lost or stolen cards;
 - 5.4.2.2 fraudulent activity on the card;
 - 5.4.2.3 forgotten the card's Personal Identification Number (PIN) or a new PIN required;
 - 5.4.2.4 incorrect Asylum Support Payments; *and/or*
 - 5.4.2.5 failure to receive their Asylum Support Payment.
- 5.4.3 The service provided by the Provider to Service Users with issues with their Asylum Support Payments shall include:
 - 5.4.3.1 classifying and recording the Service User's issue, the date the issue was reported and the contact details for the Service User who reported the issue; *and*
 - 5.4.3.2 referring the issue to the Asylum Support Payments Provider for resolution.
- 5.4.4 The Provider shall refer the Service User's issue to the Asylum Support Payments Provider in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*). The Provider shall ensure that, as far as practical, the referral of the Service User's issue is as efficient and streamlined as possible, including the use of call routing where appropriate.
- 5.4.5 The Provider shall refer reported Asylum Support Payment issues to the Asylum Support Payment Provider for their resolution via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.15.4 of this Schedule 2.
- 5.4.6 To help ensure that Service User issues with their Asylum Support Payments can be appropriately captured and referred to the Asylum Support Payments Provider, the Provider shall develop and implement an approach for classifying issues by their type, with input from the Asylum Support Payments Provider to ensure it aligns with their

Schedule 2: Statement of Requirements

processes and procedures. This approach shall be agreed with the Asylum Support Payments Provider and the Authority prior to the Contract Effective Date.

- 5.4.7 The Provider shall report the volume of Asylum Support Payment issues made to the Provider by Service Users, by their classification, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*).
- 5.4.8 For the avoidance of doubt, the Provider shall note that the report of an issue with a Service User's Asylum Support Payments does not constitute a complaint.
- 5.4.9 In the event, however, that a Service User (or their representative) contacts the Provider and reports that an issue with a Service User's Asylum Support Payment Card which has already been reported to the Provider and has not been resolved within the maximum response time allowed by the Authority (to be provided to the Provider by the Authority), this shall constitute a complaint regarding the Asylum Support Payment Provider's service delivery, and will be managed by the Provider in accordance with the requirements of Paragraph 5.2 of this Schedule 2.

5.5 Requests for Assistance

- 5.5.1 The Provider shall note that, in accordance with the requirements of Paragraph 5.1.2 of this Schedule 2, the Provider's role as SPOC for Service User communications includes Service User Requests for Assistance.
- 5.5.2 Service User Requests for Assistance relate to communications from Service Users regarding risks to their health and wellbeing, or concerns over their welfare. The Provider shall note that such Requests for Assistance are distinct from the general Service User contact for advice and guidance described in Section 4 of this Schedule 2, due to the Service User safety and wellbeing aspect of such communications. Requests for Assistance from Service Users may include, but not be limited to:
 - 5.5.2.1 reports of actual or suspected child neglect and/or other child welfare issues;
 - 5.5.2.2 reports of actual or suspected instances of domestic abuse;
 - 5.5.2.3 reports of actual or suspected Service User involvement in, or vulnerability to, extremism and/or radicalisation;

- 5.5.2.4 reports of actual or suspected sexual harassment and/or exploitation of Service Users or their dependents;
- 5.5.2.5 reports of instances of violent and/or anti-social behavior perpetrated by, or directed at, Service Users;
- 5.5.2.6 reports of criminal activity by other Service Users;
- 5.5.2.7 reports of actual or suspected fraudulent claims for Asylum Support;
- 5.5.2.8 request from a Service User to be absent from Asylum Accommodation for a period of time for a legitimate reason;
- 5.5.2.9 reports of Service Users occupying Asylum Accommodation which has not been allocated to them;
- 5.5.2.10 reports of non-Service Users occupying Asylum Accommodation;
- 5.5.2.11 reports of destitution or street-homelessness, or imminent destitution; *and/or*
- 5.5.2.12 concerns over medical conditions or healthcare needs.

5.5.3 The Provider shall provide a service to classify, log and refer Service User Requests for Assistance to the appropriate party to take action to resolve the Request. In most cases, this will be the relevant AASC Provider responsible for the Asylum Accommodation in which the Service User is housed. This service shall include:

- 5.5.3.1 classifying and recording the Request for Assistance, including the nature of the Request for Assistance and any additional details the Service User can provide to help support the accurate classification of the Request for Assistance, the urgency of the Request for Assistance, the impact of the underlying issue or concern, the date the Request for Assistance was made and the contact details for the Service User who made the Request for Assistance;
- 5.5.3.2 contacting the appropriate emergency service, in the event that the Service User's Request for Assistance represents an immediate risk to the health and wellbeing of a Service User and the Service User has not already done so;
- 5.5.3.3 referring the Request for Assistance to the relevant AASC Provider responsible for the Asylum Accommodation in which the Service User is housed for resolution, providing the relevant AASC Provider with the necessary information the AASC Provider requires to resolve the Service User's

Schedule 2: Statement of Requirements

Request for Assistance, and notifying the relevant AASC Provider if the emergency services have been contacted, where applicable; *and*

5.5.3.4 recording the action taken by the relevant AASC Provider to resolve the Request for Assistance, as provided by the relevant AASC Provider, and the date the Service User's Request for Assistance was resolved, as confirmed by the relevant AASC Provider.

- 5.5.4 The Provider shall refer Service User Requests for Assistance to the relevant AASC Provider responsible for their resolution via the mechanism developed by the Provider, in accordance with the requirements of Paragraph 2.14.4 of this Schedule 2, within the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*).
- 5.5.5 The Provider shall note that Service User Requests for Assistance may have differing levels of urgency and importance, depending on the specific nature of the request and the circumstances and needs of the Service User involved and/or the Service User making the request (for example, if dependent children are affected). As such, the urgency of a Provider's response to a given Request for Assistance may be determined by the severity and urgency of the issue in question.
- 5.5.6 The Provider shall develop and implement an approach to classifying Requests for Assistance, based on their levels of urgency and severity, taking account of existing good practice frameworks and methodologies. This approach shall be agreed with the Authority prior to the Contract Effective Date. This approach should be capable of identifying and segmenting high-priority/safety critical Service User Requests for Assistance. The Provider shall, in developing their approach to classifying Requests for Assistance, give due importance to Requests for Assistance which are of a medical nature, which concern the welfare of children and/or which concern domestic abuse or imminent risks to Service User safety and welfare.
- 5.5.7 In the event that the Provider judges a Service User Request for Assistance to be high-priority/safety critical, in addition to delivering the services described in Paragraph 5.5.3 of this Schedule 2, the Provider shall notify the Authority of the Request for Assistance and the information on the relevant request given to the AASC Provider.
- 5.5.8 The Provider shall ensure that Service Users are able to report high-priority/safety critical Requests for Assistance to the Provider twenty-four (24) hours a day, three hundred and sixty five (365(6)) days a year, and that the Provider is able to refer such Requests for Assistance to the AASC Provider and the Authority on the same basis.
- 5.5.9 The Provider does not have to provide a 24/7 service for recording and referring non high-priority/non-safety critical Requests for Assistance. Such non high-priority/non-safety critical Requests for Assistance will be assumed to

commence from the start of Business Hours on the next Working Day following the Service User's report of a non high-priority/non-safety critical Request for Assistance.

- 5.5.10 For the avoidance of doubt, with the exception of contacting the relevant emergency service where appropriate, in accordance with Paragraph 5.5.3.2 of this Schedule 2, or fulfilling their contractual requirements set out in Sections 1 to 4 of this Schedule 2, the role of the Provider is to refer Requests for Assistance to the relevant AASC Provider, so that the AASC Provider can take action to resolve them in accordance with their contractual obligations to the Authority (for example, by relocating Service Users, or notifying relevant social care teams). It is not the Provider's responsibility to resolve the Request for Assistance on behalf of the Service User.
- 5.5.11 The Provider shall, however, be cognisant of Service User Requests for Assistance, and AASC Provider actions in response to the same, in how it delivers the Services under this Contract to Service Users. This may include using service delivery channels appropriate to the needs of the Service User (for example, face-to-face assistance), and ensuring that Service User records are maintained accurately and Service User data is protected (for example, if a Service User has a change of address following reports of domestic abuse).
- 5.5.12 To ensure that the Provider is able to tailor its Services to the needs of Service Users, where AASC Providers identify Service User Requests for Assistance as part of their regular inspection and compliance activities, the AASC Providers are required to notify the Provider of such requests, as part of their contractual obligations to the Authority. The Provider is not expected to take any direct action in response to such notifications from AASC Providers, but will consider the information provided in determining how best to deliver the Services under this Contract to the relevant Service User.
- 5.5.13 The Provider shall report the volume of Service User Requests for Assistance made to the Provider, either directly from Service Users or via notifications from the AASC Providers, by their classification and geographic region, to the Authority on a monthly basis, in accordance with the requirements of Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*).

5.6 Service User Feedback

- 5.6.1 The Provider shall note that, in accordance with the requirements of Paragraph 5.1.2 of this Schedule 2, the Provider's role as SPOC for Service User communications includes Service User Feedback.
- 5.6.2 Service User Feedback relates to communications from Service Users which are not:

Schedule 2: Statement of Requirements

- 5.6.2.1 complaints about the services provided by the Provider, AASC Providers or the Asylum Support Payments Provider;
 - 5.6.2.2 reports of Maintenance Issues with Asylum Accommodation;
 - 5.6.2.3 Requests for Assistance; or
 - 5.6.2.4 related to the services described in the other Sections of this Schedule 2.
- 5.6.3 Rather, Feedback may relate to positive communications from Service Users about aspects of service delivery within Asylum Support, or general expressions of dissatisfaction about aspects of a Service User's time in Asylum Support which are not within the direct control of a provider, and therefore do not have a pre-defined contractual process for response (for example, dissatisfaction over an untidy housemate or a lack of people of the same nationality in the area in which their Asylum Accommodation is located).
- 5.6.4 The Provider shall provide a service to record and refer Service User Feedback to the party the Feedback relates to, via a secure means of transmission. For the avoidance of doubt:
- 5.6.4.1 Feedback related to the Provider shall be recorded by the Provider;
 - 5.6.4.2 Feedback related to Asylum Accommodation or the area in which a Service User is located shall be referred to the relevant AASC Provider;
 - 5.6.4.3 Feedback related to Asylum Support Payments shall be referred to the Asylum Support Payments Provider; *and/or*
 - 5.6.4.4 Feedback related to other aspects of Asylum Support should be referred to the Authority.
- 5.6.5 The Provider shall record Service User Feedback and refer the Feedback to the party the Feedback relates to in accordance with the service level standard detailed in Appendix A (KPI 3) of Schedule 13 (*Performance Management Regime*).
- 5.6.6 In the event that Feedback relates to the Provider, the Provider shall use such information to inform Continuous Improvement, in accordance with the requirements of Paragraph 2.17 of this Schedule 2.

6 ANNEXES

A. ANNEX: SERVICE LEVELS	92
B. ANNEX: VULNERABLE AND AT RISK SERVICE USERS	101
C. ANNEX: CHANGE OF CIRCUMSTANCES	103
D. ANNEX: ISSUE REPORTING PROCESS DIAGRAMS	105
E. ANNEX: PROCEDURAL FAIRNESS	108

A. ANNEX: SERVICE LEVELS

- A.1.1 The table below details the service levels, in terms of performance standards and time, for the relevant aspects of service delivery detailed in this Schedule 2.
- A.1.2 The service levels detailed in the table below should be in accordance with the performance standards detailed in Schedule 13 (*Performance Management Regime*). Where there is a disagreement between the service levels in the table below and Schedule 13 (*Performance Management Regime*), the terms of Schedule 13 (*Performance Management Regime*) shall prevail.

SOR Section	Subject	Service Requirement	Timeframe	Paragraph Reference
General Requirements	Safeguarding	Notify the Authority and relevant AASC Provider where the Provider believes, or has reasonable ground to suspect, that a Service User is at risk, or has specific needs, and where the Service User has not already been identified as being at risk or with specific needs.	Within 24 hours of being identified.	2.6.2
General Requirements	Complaints regarding Provider Services	The Provider shall seek to resolve Service User complaints regarding the Provider's Services under this Contract.	Within five (5) Working Days of the complaint being received by the Provider.	2.10.5

General Requirements	Complaints regarding Provider Services	If a complaint cannot be resolved within five (5) Working Days, the Provider shall notify the Service User who made the complaint of the expected resolution timeframe. The proposed timescales for resolution of the complaint will be reasonable and in proportion to the severity and/or urgency of the complaint.	Within five (5) Working Days of the complaint being received by the Provider.	2.10.6
General Requirements	Methods of Service Delivery - Contact Centre	The Provider shall ensure that all telephone callers (including minicom / textphone users) have their calls answered.	All calls answered within one (1) minute.	2.16.19
General Requirements	Methods of Service Delivery - Contact Centre	After their call is answered, the Service User is connected to a member of the Provider's Staff who is capable of discussing and resolving the Service User's call.	All calls queued for a maximum of three (3) minutes before connected to a member of the Provider's staff.	2.16.19
General Requirements	Methods of Service Delivery - Contact Centre	If a Service User is disconnected before the reason for their call is resolved, the Provider shall contact them, where the Service User's contact details are known by the Provider.	Service User contacted by the Provider within one (1) minute of the call being disconnected.	2.16.20

Schedule 2: Statement of Requirements

General Requirements	Methods of Service Delivery - Other Forms of Communication	The Provider shall respond to electronic and written forms of Service User communication. If the communication is received outside of Business Hours or on a non-Working Day, the service level standard shall commence from the start of Business Hours on the next Working Day.	All electronic and written forms of communication responded to by the provider within thirty (30) minutes of the contact being received.	2.16.25
General Requirements	Methods of Service Delivery - Other Forms of Communication	The Provider answers contact from Service Users through live / web chat.	All live / web chat contact from Service Users answered within thirty (30) minutes of of the contact being received.	2.16.26
Eligibility	S98 Eligibility Assistance	The Provider shall submit completed Section 98 support applications to the Authority on behalf of Service Users.	Completed applications submitted within 15 minutes of the completion of the form.	3.3.3
Eligibility	S95 Application Assistance	The Provider shall submit the completed Section 95 support applications to the Authority on behalf of Service Users.	Completed applications submitted within an average of five (5) working days of the request being received from the Service User.	3.4.4
Eligibility	S95 Application Assistance	When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their	Additional evidence submitted to the Authority within an average of five (5) working days of the additional evidence being provided by the Service User.	3.4.8

Schedule 2: Statement of Requirements

		Section 95 Asylum Support application.		
Eligibility	S95 Quality Assurance	<p>The Provider shall complete the quality assurance service and either:</p> <ul style="list-style-type: none"> • Advise the Service User of required changes / corrections to their support application; or • submit completed applications to the Authority on behalf of the Service User. 	Applications subject to quality assurance and advice given to the Service User or completed applications submitted to the Authority within an average of five (5) working days of being contacted by the Service User to quality assure their support application.	3.5.5
Eligibility	Section 4 Application Assistance	The Provider shall submit the completed Section 4 support applications to the Authority on behalf of Service Users.	Completed applications submitted within an average of three (3) working days of the request being received from the Service User.	3.6.4
Eligibility	Section 4 Application Assistance	When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their Section 4 Asylum Support application.	Additional evidence submitted to the Authority within an average of three (3) working days of the additional evidence being provided by the Service User.	3.6.8

Schedule 2: Statement of Requirements

Eligibility	Section 4 Quality Assurance	<p>The Provider shall complete the quality assurance service and either:</p> <ul style="list-style-type: none"> • Advise the Service User of required changes / corrections to their support application; or • submit completed applications to the Authority on behalf of the Service User. 	Applications subject to quality assurance and advice given to the Service User or completed applications submitted to the Authority within an average of three (3) working days of being contacted by the Service User to quality assure their support application.	3.7.5
Eligibility	Resubmission of incomplete or incorrect applications	The Provider shall resubmit support applications which have been rejected by the Authority for being incomplete and/or incorrect.	Completed applications re-submitted within the target time for completion of the original form.	3.8.6
Eligibility	Refused Applications	Where applicable, the Provider shall submit a Service User's written representation to the Authority regarding the Authority's refusal of the Service User's Asylum Support application.	Written representation submitted to the Authority within five (5) working days of the Authority's original decision on a Service User's Asylum Support application.	3.9.1.2
Eligibility	Refused Applications	Where applicable, and where a Service User has a right of appeal, refer the Service User's case to an independent third-party capable of assisting the Service User in appealing the	Referral to a relevant independent 3 rd party within five (5) working days of the Authority's original decision on a Service User's Asylum Support application or the Authority's decision on the Service User's	3.9.2.3

Schedule 2: Statement of Requirements

		Authority's Asylum Support application decision.	written representation in response to the Authority's original decision (as applicable).	
Eligibility	Asylum Support Payment Cards	Distribute Asylum Support Payment Cards to relevant Service Users.	Distribute Asylum Support Payment Cards to relevant Service Users whilst they are still resident in Initial Accommodation	3.10.4
Advice & Guidance	KTP 3: Moving into Initial Accommodation (Induction guidance)	The Provider shall provide an Induction Service to Service Users within Initial Accommodation to help these Service Users to navigate the Asylum System and Asylum Support process, and prepare for Dispersal Accommodation.	Within one (1) Calendar Day of the Service Users arrival into Initial Accommodation.	4.4.2
Advice & Guidance	KTP 5: Change of Circumstances assistance	When requested by Service Users, the Provider shall submit completed Change of Circumstances application forms to the Authority on behalf of the Service User.	Completed applications submitted within five (5) working days of the request being received from the Service User.	4.6.4.4
Advice & Guidance	KTP 5: Change of Circumstances assistance	When requested by the Authority, the Provider shall submit additional evidence to the Authority on behalf of the Service User in support of their Change of Circumstances application.	Additional evidence submitted to the Authority within a five (5) working days of the additional evidence being provided by the Service User.	4.6.5

Schedule 2: Statement of Requirements

Advice & Guidance	KTP 5: Change of Circumstances assistance	The Provider shall resubmit Change of Circumstances applications which have been rejected by the Authority for being incomplete and/or incorrect.	Completed applications re-submitted within five (5) working days of the original application being rejected by the Authority for being incomplete or incorrect.	4.6.8
Advice & Guidance	KTP 6: Additional Support Applications	When requested by Service Users, the Provider shall submit completed Additional Support Applications to the Authority on behalf of the Service User.	Completed applications submitted within five (5) working days of the request being received from the Service User.	4.7.10
Advice & Guidance	KTP 6: Additional Support Applications	The Provider shall resubmit Additional Support Applications which have been rejected by the Authority for being incomplete and/or incorrect.	Completed Additional Support Applications re-submitted within five (5) working days of the original application being rejected by the Authority for being incomplete or incorrect.	4.7.17
Advice & Guidance	KTP 8: Post Asylum Decision Move-On Service	The Provider shall contact a Service User who has received their Asylum Claim decision from the Authority to offer a Move-On Service.	The Provider contacts the Service User within one (1) Working Day of being notified by the Authority that the Service User has received their Asylum Claim decision.	4.9.8, 4.9.15 and 4.9.20
Issue Reporting	Service User Complaints	The Provider shall refer complaints to the appropriate party for their resolution via a secure means of transmission.	Complaints referred within thirty (30) minutes of the complaint being reported by the Service User.	5.2.3

Issue Reporting	Maintenance Issues with Asylum Accommodation	The Provider shall refer reported Maintenance Issues to the relevant AASC Provider for their remedy.	Maintenance Issues with Asylum Accommodation referred to the relevant AASC Provider within thirty (30) minutes of the maintenance issue being reported by the Service User.	5.3.3
Issue Reporting	Issues with Asylum Support Payments	The Provider shall refer Service User issues with Asylum Support Payments to the Asylum Support Payments Provider.	Issues with Asylum Support Payments referred to the Asylum Support Payments Provider within thirty (30) minutes of the issue being reported by the Service User.	5.4.4
Issue Reporting	Requests for Assistance	The Provider shall refer Service User Requests for Assistance to the relevant AASC Provider responsible for their resolution.	Requests for Assistance referred to the relevant AASC Provider within thirty (30) minutes of the request being reported by the Service User.	5.5.4, 5.5.8, 5.5.9
Issue Reporting	Service User Feedback	The Provider shall refer Service User Feedback to the party the Feedback relates to.	Service User feedback referred to the party it relates to within thirty (30) minutes of the feedback being reported by the Service User.	5.6.5

B. ANNEX: VULNERABLE AND AT RISK SERVICE USERS

B.1 Vulnerable and At Risk Service Users

B.1.1 For the purposes of this Contract, an adult **at risk** or with **specific needs** is a person aged 18 years or over who is, or may be:

B.1.1.1 in need of community care services by reason of mental or other disability, age or illness; and

B.1.1.2 unable to take care of themselves or unable to protect themselves against significant harm or exploitation; or

B.1.1.3 at risk of self-harm or suicide; or

B.1.1.4 a victim of modern slavery.

B.1.2 Adults at risk or with specific needs may be identified by a number of indicators, for example:

B.1.2.1 Threats of suicide/self-harm.

B.1.2.2 Domestic violence/ gender based violence.

B.1.2.3 Victims of Modern Slavery.

B.1.2.4 Female Genital Mutilation.

B.1.2.5 Lesbian, Gay, Bi-sexual, Trans and Intersex.

B.1.2.6 Mental Health conditions.

B.1.2.7 Physical Disability.

B.1.2.8 Victims of torture or degrading and inhumane treatment.

B.1.3 The Provider shall note, however, that indicators are not limited to this list and nor do these indicators always mean that the Service User is at risk or has specific needs, and therefore in need of a specific response by the Provider.

- B.1.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority will notify the Provider.
- B.1.5 Where a Provider believes, or has reasonable grounds to suspect that a Service User may have specific needs or be at risk, the Provider shall respond appropriately to the Service User's needs, in accordance with relevant Contract requirements and Authority guidelines. The Provider will notify the Authority of changes in a Service Users circumstances or needs, in accordance with Paragraph 2.6.2 of this Schedule 2, and may refer to the Authority for guidance where appropriate.

C. ANNEX: CHANGE OF CIRCUMSTANCES

C.1 Prescribed Change of Circumstances

- C.1.1 The Authority recognises the following as prescribed Changes in Circumstances which have a bearing on a Service User's eligibility for support. As such, the Authority must be notified as soon as possible on each occasion these circumstances apply to a Service User or a dependent.
- C.1.2 Regulation 15(2) of the Asylum Support Regulations 2000 states that a relevant change of circumstances occurs where a supported person or a dependant:
- C.1.2.1 is joined in the United Kingdom by a dependant or, as the case may be, another dependant, of the supported person;
 - C.1.2.2 receives or gains access to any money, or other asset mentioned in regulation 6(5), that has not previously been declared to the Secretary of State;
 - C.1.2.3 becomes employed;
 - C.1.2.4 becomes unemployed;
 - C.1.2.5 changes his name;
 - C.1.2.6 gets married;
 - C.1.2.7 starts living with a person as if married to that person;
 - C.1.2.8 gets divorced;
 - C.1.2.9 separates from a spouse, or from a person with whom he has been living as if married to that person;
 - C.1.2.10 becomes pregnant;
 - C.1.2.11 has a child;
 - C.1.2.12 leaves school;
 - C.1.2.13 starts to share their accommodation with another person;

Schedule 2: Statement of Requirements

C.1.2.14 moves to a different address, or otherwise leaves his accommodation;

C.1.2.15 goes into hospital;

C.1.2.16 goes to prison or is otherwise held in custody;

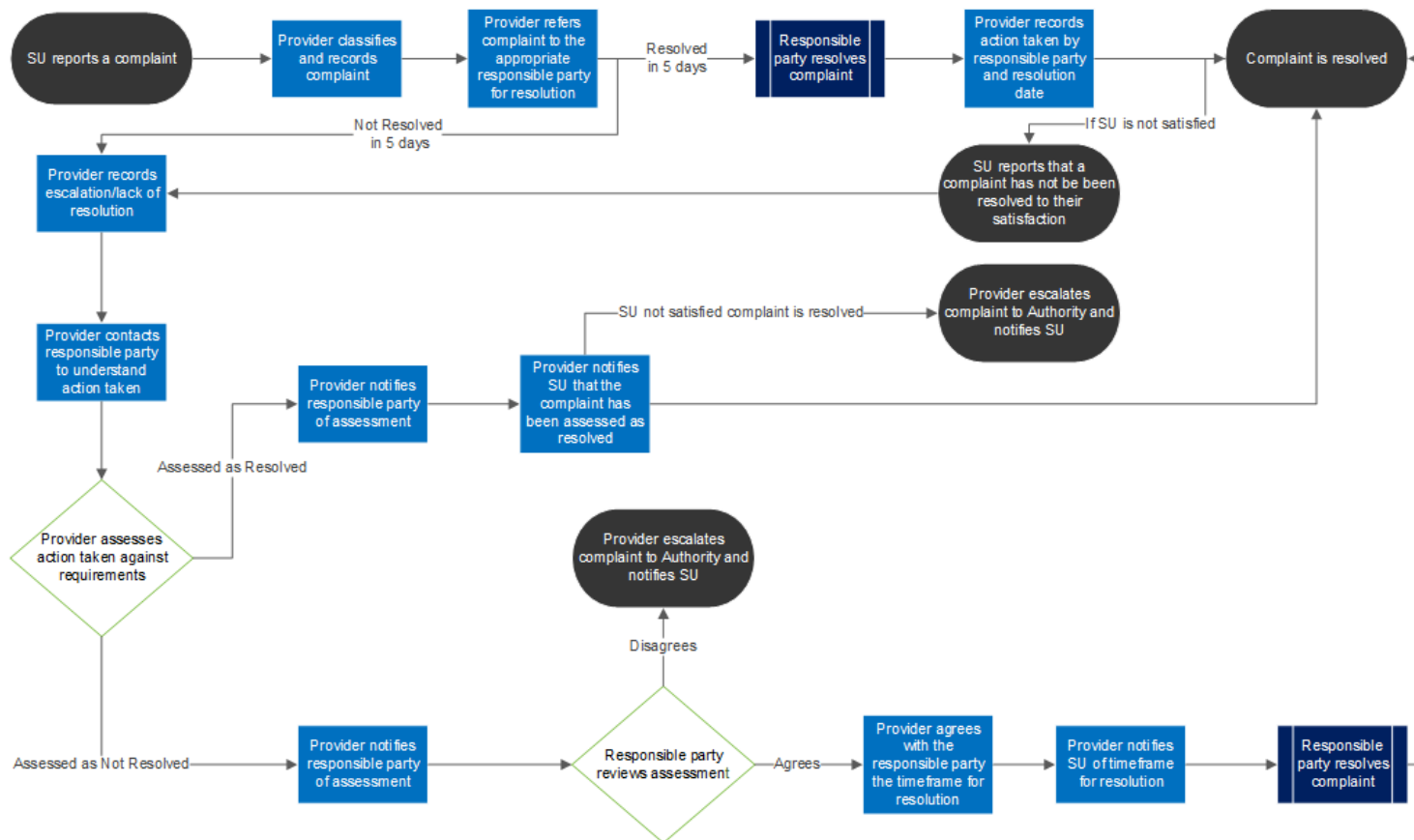
C.1.2.17 leaves the United Kingdom;

C.1.2.18 dies.

D. ANNEX: ISSUE REPORTING PROCESS DIAGRAMS

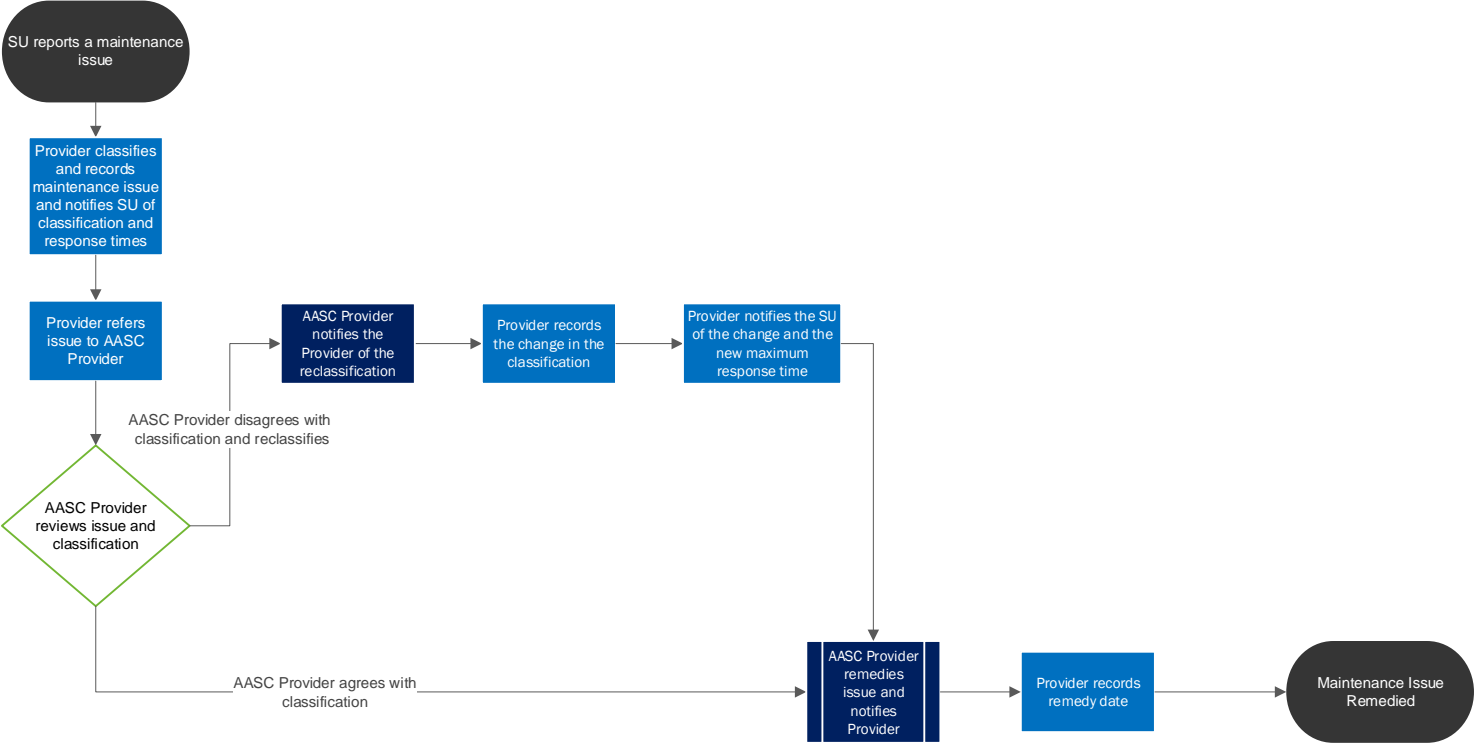
D.1.1 This Annex summarises the complaints, issue reporting and Request for Assistance processes detailed in Section 5 of this Schedule 2 into process diagrams. These high level diagrams are illustrative only, and in the event of disagreement between the diagrams in this Annex and the provisions of Section 5 of this Schedule 2, the provisions within Section 5 shall prevail.

D.2 Complaints Process

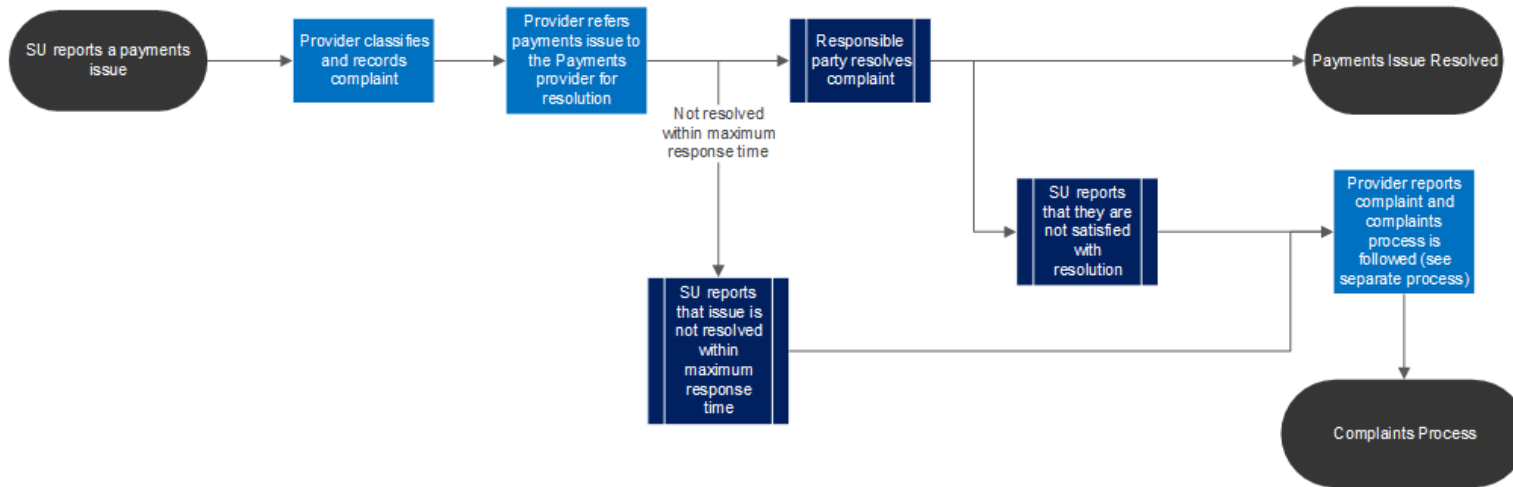


Schedule 2: Statement of Requirements

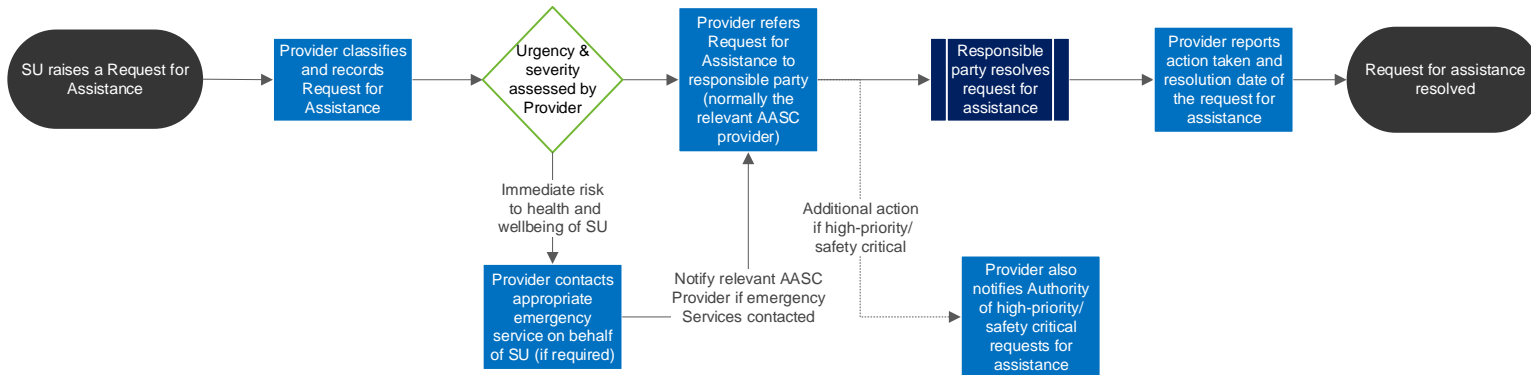
D.3 Maintenance Issues with Asylum Accommodation



D.4 Asylum Support Payments Issues:



D.5 Requests for Assistance



E. ANNEX: PROCEDURAL FAIRNESS

E.1 Principles of Procedural Fairness

E.1.1 Overview

- E.1.2 Research has demonstrated that when Service Users perceive a process to be fair, it has a positive influence on their views and behaviour. In particular, when Service Users feel they have been treated fairly and justly, they generally have more confidence in authority, are more likely to see that authority as legitimate and are more likely to accept or abide by the decisions or rules of the authority.
- E.1.3 Improved perceptions as to the fairness of a process or the treatment of Service Users has been associated with better emotional / psychological health amongst Service Users, higher rates of compliance and lower levels of violent or anti-social behaviour.
- E.1.4 The Authority consider it to be in the best interests of Service Users, the Provider and the Authority for the principles of procedural fairness to be embedded and reflected in interactions with Service Users and staff, and in associated policies, procedures, guidance and training.

E.1.5 Principles and Behaviours

- E.1.6 There are four key principles of procedural fairness; Respect; Voice; Understanding; and Neutrality. These principles, and some indicative behaviours associated with them are described in the table below. The list of behaviours does not constitute a comprehensive list of desired behaviours:

Principle	Description	Indicative behaviours
Respect	Being courteous and polite to people, respecting their rights and taking their issues seriously.	<ul style="list-style-type: none">• Communicating that everyone's rights are important.• Using eye-contact, names and a courteous tone and vocabulary in communications.• Being approachable, not intimidating.• Being conscious of other people's body language, looking for signs of nervousness or frustration.

Voice	Giving people channels and mechanisms for them to give their opinion and raise complaints, and these being sincerely considered by the authority figure.	<ul style="list-style-type: none"> • Giving people a chance to tell their story, and giving adequate consideration to what they have been told. • Providing chances to ask questions or raise issues, and treating these seriously when identified. • Consulting with staff and Service Users – including on perceptions and ways to improve.
Understanding	Treating people with sincerity and care, making a sincere effort to understand their perspective and trusting their declared motives, being open and honest, and doing what is best for everyone.	<ul style="list-style-type: none"> • Being mindful of language gaps and barriers to understanding. • Providing the right information at the right time. • Summarising and paraphrasing and active listening. • Ensure signs and other instructions are simple and easy to understand. • Anticipating FAQs with pre-printed materials. • Use plain language and ask open-ended questions.
Neutrality	Being transparent and open about rules, processes and procedures, and neutral and principled in decision-making.	<ul style="list-style-type: none"> • Explaining processes to participants before starting. • Explaining the reasoning for decision making in a way participants can understand. • Creating scripts for processes / procedures, and applying these consistently.

E.1.7 Requirements

- E.1.8 The Provider shall, as far as practical, seek to ensure that their activities under this Contract operate in accordance with the four principles of procedural fairness. In particular, the Provider shall seek to embed and reflect the principles of Respect, Voice, Understanding and Neutrality in their rules, policies, procedures and processes concerning the monitoring and management of Service Users. The Provider shall also ensure that these principles are appropriately incorporated into the training programme delivered to staff with contact with Service Users.
- E.1.9 The Authority reserves the right, as part of its contract management activities, to ask the Provider to evidence how the principles of procedural fairness have been reflected in the Provider's operational activities and practices, and what measures they have taken to ensure that Provider staff are aware of, and act in accordance with, the principles outlined above.