



BRISTOL CITY COUNCIL

AND

SOUTH GLOUCESTERSHIRE COUNCIL

EMERGENCY ACCOMMODATION SERVICE

SERVICE SPECIFICATION

SECTION 3

1. Background

- 1.1. Bristol City Council and South Gloucestershire Council are commissioning for emergency access accommodation for households that need housing, where the relevant council has determined there is a statutory duty to accommodate. This is night by night accommodation for a short period whilst longer term duties are established and more settled accommodation can be found. Most of the households will contain children, but there will also be single people and couples without dependent children.
- 1.2. Providers who have passed the assessment to get onto the framework will provide accommodation which is either spot purchased on a night by night basis, or which has been block booked. Regardless of the route by which the accommodation has been purchased, the accommodation and services must be provided as described in this specification. The process for getting assessed onto the framework and purchasing of accommodation via spot purchase is described in the Information for Tenderers document. The open framework will also be used to make block purchases via a separate and subsequent process for which separate information will be issued.

2. Accommodation

- 2.1. Accommodation will be provided that is a range of sizes, from single room with shared facilities, one bed, two bed and three bed plus self contained accommodation. All the accommodation must have adequate cooking and bathing facilities.
- 2.2. The accommodation must be of a good standard and must comply with the West of England (WoE) Rental Scheme Standard – see appendix 1. The accommodation will need to have up to date gas and electricity safety certification, PAT testing certification for electrical appliances and working smoke and carbon monoxide detectors (in line with the WoE standard). There must be no breach of planning regulations for the accommodation to be used for this purpose.
- 2.3. Both councils are looking to maximise the number of units that are accessible to people with mobility difficulties and wheelchair users and will work with providers to maximise the number of accessible units, possibly including making alterations to units where possible.
- 2.4. The councils are seeking accommodation in a range of locations throughout Bristol and South Gloucestershire in order to place households in areas close to their networks of support, employment and schools where possible.

2.5. Unless otherwise specified in the block booking specification, all accommodation used for this purpose will need to be fully furnished and ready for occupancy by the household. This will include all bedding, cooking utensils etc.

3. Access to the accommodation

3.1. As this accommodation will be used as emergency accommodation, households will be booked into it at short notice, usually on the day they become homeless and may stay for a relatively short period of time. Bookings will be made directly between the council and the provider over the telephone (although over time this process may develop, in consort with providers). Because of this, providers must have responsive 'booking in' procedures to ensure that the household can access their accommodation easily and safely.

3.2. Providers of this type of accommodation will need to be available on the telephone when required. The Emergency Duty Team (which provides an out of hours service for both councils) works throughout the night, so bookings may be required 24 hours a day. As a minimum, providers should be available Monday to Friday 9.00a.m. to 6.00p.m., but there should be some availability outside of office hours, maximising flexibility in line with the needs of the households being accommodated.

3.3. The 'booking in' process for a household will require a member of the provider's staff meeting the household at the accommodation (or on occasion taking the household to the accommodation – see section 12 below). The provider will ensure that the household is fully aware of all fire/safety implications, what is expected of them, any house rules and knows about the local area and its amenities. The provider must know the needs of the household and who to contact in case of emergency.

4. Safeguarding and Risk sharing

4.1. The provider will have policies and procedures (including a whistleblowing policy) for dealing with allegations of abuse which are fully compatible with current Bristol City Council and South Gloucestershire Council policies and procedures for safeguarding children and adults from abuse and any replacement.

4.2. The provider will be accommodating some of Bristol and South Gloucestershire's most vulnerable households. Because of this, all staff members that come into contact with the household will need to be risk assessed and have an up to date Disclosure and Barring Service (DBS)

check. It will be the responsibility of the provider to obtain and assess these checks, sharing information with the councils as appropriate.

- 4.3. The organisation's safeguarding policies and procedures for adults at risk and for children must be followed at all times. Any safeguarding concerns must be dealt with by a referral to the relevant safeguarding team immediately, in line with the provider's safeguarding policy. Safeguarding policies and procedures must be embedded into the organisation at every level, must be included at induction and staff training and must be fully understood by all staff.
- 4.4. The provider will ensure that training on whistleblowing, safeguarding children and safeguarding adults at risk is provided for all staff within six months of employment and is updated every two years or sooner if required.
- 4.5. Some households may either present or be especially vulnerable to certain risks. Relevant risk information will be shared with providers by the council at the time of booking. It is acknowledged that following the provider's own risk assessment, sometimes the risk may mean that providers will be unable to accept a booking, but risks will need to be managed as far as possible (see section 18).
- 4.6. Where new information about vulnerability or risk emerges, providers are expected to share this information with the council promptly and will, whenever necessary, agree risk management arrangements and complete formal incident reporting. Any serious incidents must be reported immediately to the council by telephone and followed up by describing fully in writing, sent via secure email to the team that booked the accommodation within one working day. This includes any concerns about domestic abuse, other violence or exploitation within a household. Similarly, if the council becomes aware of additional relevant risk information this will be shared with the provider promptly.
- 4.7. If the provider becomes aware of a household needing some additional support (for example mental health support, parenting support etc.) or if there are any concerns for the welfare of the household, the provider should inform the council as soon as possible so that support can be arranged. If the household is in receipt of additional support the provider may need to communicate or liaise with the support provider.

5. Equalities

- 5.1. These services will be being provided on behalf of the councils and providers must comply with the requirements of the Equality Act 2010, including the

public sector equality duty. Providers must have and follow their own policies and procedures at all times and must ensure that staff are adequately inducted and trained to do so.

6. Occupying the accommodation

- 6.1. Providers should respect the privacy of the residents of emergency accommodation. Providers should not enter residents' accommodation unless they have consent without giving 24 hours' notice, unless in emergency when there is a risk to life or limb; when there is a safeguarding concern in line with the organisation's safeguarding policy; or when the behaviour of the resident household creates a risk.
- 6.2. There will need to be a reasonable daily checking process to ensure that households are fulfilling the terms of their stay in the accommodation and have indeed occupied it.
- 6.3. Households accommodated should know how to contact the provider, both for routine issues (at least Monday to Friday 9.00a.m. to 6.00p.m.) and in the case of emergency (24 hours a day). The provider must make it clear to the household how to report disrepair and who to contact if there is any damage or disrepair that presents a risk to the household.
- 6.4. It should be possible to accommodate the households' pets wherever possible.
- 6.5. The provider will not move households from one accommodation unit to another without prior agreement of or request by the council team that booked the accommodation.

7. Ending a household's stay in the accommodation

- 7.1. If a legal duty to accommodate the household ends, it may be necessary for the household to be booked out of their accommodation at short notice. The council will advise the provider if the stay in the accommodation is to end and the provider will support this process by ensuring that households do not continue to occupy the accommodation.
- 7.2. Where possible, the council will endeavour to end any bookings in the morning. However, it may happen at any time during the day up to 4.00 p.m. and if it does, the provider will not charge the council for that night's accommodation (if spot purchased).

7.3. In the event that a household's behaviour leads to them being asked to leave the provider's accommodation, the council must be informed by telephone immediately, preferably before the household leaves so that arrangements can be made to accommodate that household elsewhere if necessary. This must then be followed up with written confirmation by secure e-mail within one working day. It is expected that by working with the council and with partner agencies that the numbers of households being asked to leave in this manner will be very small (see section 18).

7.4. Providers will need to ensure that the accommodation is safe and secure, which will include changing the locks periodically to ensure that previous residents cannot access the accommodation.

8. Information sharing

8.1. All information sharing must comply with the Data Protection Act and the provider's own policy and procedures.

8.2. Providers will share accurate information about all households currently being accommodated, including name, household size and ages, contact details and address on a daily basis, including information about any concerns, issues or warnings. This information must be shared with the council before 11.00 each working day. Because of the sensitivity of the information, any personal information will need to be sent to the council via secure e-mail.

8.3. Where the council needs to pass a message to the household or needs to arrange to see the household, the provider will act as a medium to ensure the message is received and understood by the household.

9. Data protection

9.1. Provider organisations must have an up to date data protection policy which complies with relevant legislation and is adhered to at all times. This must ensure that households' personal information is kept safe and is not shared without cause or consent.

10. Complaints

10.1. Providers must have a complaints policy and process. Information about how to complain should be available in an understandable format to households, and the policy should cover timescales for response and how the complaint will be escalated if not satisfactorily dealt with. The complaints policy should be adhered to at all times when a complaint is made, and the council should only become involved in a complaint if the provider's

complaints policy has been followed and the complaint remains unresolved, unless in exceptional circumstances where the household has a reason not to involve the provider.

11. Repairs

- 11.1. Where there are necessary repairs to the accommodation, these must be dealt with as soon as possible, and within 24 hours where the disrepair compromises the safety and security of the accommodation or means that the household does not have access to bathing or cooking facilities (e.g. where there is no hot water).
- 11.2. It is the responsibility of the provider to maintain the accommodation to the West of England Rental Scheme Standard – see appendix 1. The councils are not responsible for any damage caused by any of the households in accommodation.

12. Flexibility to meet the needs of households

- 12.1. As well as the provision of accommodation, the council expects the provider to be flexible and, as far as is reasonable, available to meet the needs of households that are accommodated. At the council's request, this might include helping households to get to important appointments, dealing with correspondence etc.
- 12.2. Some households may require transport to essential appointments, to first arrive at the accommodation or if there is to be a move within the accommodation (as arranged by the council). This will not be required in every case but there should be provider capability to allow this to happen, including the possibility of car safety seats for babies and young children where necessary, and relevant vehicle insurance. Requests will be made by the council rather than by individual households.
- 12.3. If a household does not speak English or has other communication needs (e.g. BSL), the provider must ensure that there is a way to communicate essential information, for example in writing or through telephone or face to face interpreting.

13. Partnerships

- 13.1. Providers will need to work closely and collaboratively with other agencies in Bristol who might be supporting households in emergency accommodation. This will include the council team that made the booking and may include other support agencies, for example Children's Services

workers, floating support, drug and alcohol support, mental health support etc. The provider will liaise with these services to ensure that they can support households effectively.

14. Social Value

- 14.1. In the delivery of services under this specification, providers must consider how they can provide additional social value to Bristol. This could include, for example, recruiting people with a history of homelessness, creating apprenticeships, using local contractors including those with social objectives, ensuring that adequate recycling facilities are provided and ensuring that any external space is well maintained.
- 14.2. The booking in process should include ensuring households are aware of local amenities including places of worship, particularly if the households are new to the area or the country.

15. Armed Forces Community Covenant for Bristol

- 15.1. On June 23rd 2014, Bristol City Council signed the Bristol Armed Forces Community Covenant. This is a voluntary statement of mutual support between the civilian community and the local Armed Forces community in Bristol.
- 15.2. This Bristol initiative reflects the government's tri-service Armed Forces Covenant. This reflects government policy to improve the support available for the Armed Forces community.
- 15.3. The Bristol Covenant builds relationships and local support, between the council and other organisations, the bases and the charities that support in-service and ex-service personnel and their families.
- 15.4. It is not intended to give preferential treatment to the Armed Forces community, but to ensure that they do not suffer detriment because of their service to our country. Members of this community can experience a range of challenges. For instance, when a member of the Armed Forces is drafted to a new post at short notice, the families will have to find accommodation and the children change schools quickly. The council is keen to ensure parity of outcome for the armed forces community with our other residents. There are many independent charities that provide specific support for the armed forces community and the council is keen that these are signposted to qualifying residents. Details of services and more details about the covenant can be found here: <http://www.bristol.gov.uk/page/community-and-safety/armed-forces-community-covenant>

16. Financial arrangements

- 16.1. Payment schedules to the provider from the councils depend on whether the accommodation has been block purchased or spot purchased. Invoicing for payment must be accurate and submitted to the booking authority electronically. That council will check and pay the invoice within 30 days of submission.
- 16.2. Where the accommodation has been block purchased, the provider must invoice monthly and the council will pay the provider monthly, in arrears following the submission of an invoice.
- 16.3. Where the accommodation has been spot purchased, the provider will submit an accurate weekly invoice which will then be verified and paid within 30 days.

17. Service charging and council tax

- 17.1. The amount agreed for the provision of the accommodation, whether block purchased or spot purchased must be inclusive of any charges and the household will not be charged any other amount by the provider. The councils will look to recoup some of the charges direct from the households, so after the award of the open framework, each successful provider must set out a breakdown of the different expenses included in the price (e.g. gas, electricity, cleaning, council tax etc.).
- 17.2. When the councils recharge some of these costs to the household, the provider will support this through communication with the household.
- 17.3. In many cases, the household will be responsible for payment of council tax, including in all self contained accommodation in Bristol. Where this is the case, the provider will need to make sure the household is aware of its responsibilities and help with communication between the household and the council.
- 17.4. Where the household is responsible for payment of council tax, the provider will not make any service charges for council tax regarding self-contained accommodation in Bristol. If new properties are used for emergency accommodation, the provider will need to inform the council as to whether it is self contained or has shared facilities.

18. Targets/monitoring of performance

18.1. Block booked accommodation will have separate and individual performance indicators, which will include void targets.

18.2. Providers of spot purchased accommodation will be monitored to meet the following targets:

Invoicing

Invoicing requirements are described above – it is the responsibility of the provider to ensure that invoices for the spot purchased accommodation are submitted on time and are accurate.

Target 1 - Providers are targeted to submit accurate weekly invoices no more than 10 working days in arrears

Evictions

Evictions must be kept to an absolute minimum, and all possible steps to prevent eviction must be explored. It is recognised however that there may be exceptional circumstances that mean that an eviction of the household is the only reasonable response to certain behaviour.

If at any time a provider needs to evict a household from accommodation, this should be communicated to the relevant staff in the councils at the earliest opportunity, providing clear reasons for the eviction. At this stage the staff member who is alerted might wish to discuss further with the provider before the eviction actually takes place.

This process must be supported by the provider making a written statement about the eviction which must be submitted to the relevant council within one working day of the eviction taking place.

Target 2 - Providers are targeted to evict no more than 3% of households

Refusals

If a provider believes that a booking cannot be taken the provider must provide a verbal explanation of why this is. It is possible that a refusal could be on the basis of the risk assessment provided by the council and/or the provider's prior knowledge of the household being referred. The council reserves the right to discuss a refusal with the provider before a final decision is taken.

If a refusal is made, it should be supported by the provider making a written statement about the refusal which must be submitted to the relevant council within one working day of the refusal decision.

Target 3 - Providers are targeted to refuse no more than 3% of households

Information provision

As described above, providers must provide accurate information each working day to include names, addresses and composition of the households that are being accommodated as well as any other requested information.

Target 4 - Providers are targeted to provide accurate information each working day by 11.00

Appendix 1 - West of England minimum property standard (Draft July 15 version) - Please note that this standard remains in draft form. Providers will need to comply with the final version which should be available in December.

<i>If your answer is in a grey shaded box the property <u>may</u> not meet the minimum legal requirements so you should take action to make sure the property is compliant with the law.</i>			X
1. Planning	Do you have the correct planning permission for the current use of the property? Some newly shared houses may need planning permission.	Yes or N/A	No
2. EPC	Does the property have a current Energy Performance Certificate (EPC)?	Yes	No
	Is the EPC band F or G?	Yes	No
3. Heating	Does the property have a fixed heating system (i.e. gas boiler and radiators, or storage heaters) in good repair, with sufficient power output to heat all bedrooms and any lounges, a timer or programmer and a device to control room temperature – e.g. thermostat?	Yes	No
	Is the heating easily controllable by the tenant?	Yes	No
4. Food safety	Does the property have adequate; hot and cold water, a surface to prepare food, food storage and provision for cooking and refrigeration?	Yes	No
5. Insulation	Do the windows and doors appear to be in good repair and free from excessive draughts?	Yes	No
	If there is a loft or loft room is it insulated sufficiently, (100mm minimum if gas central heating or 200mm minimum if electric heating)?	Yes or N/A	No
6. Fire	If there are shared communal parts (Halls Stair landings, shared Kitchens or Living rooms etc.) a written Fire Safety Risk Assessment is required. Has a written Fire Safety Risk Assessment been completed?	Yes or N/A	No
	For houses occupied by a family - Does the property have a mains operated fire alarm system, or 10 year life sealed battery smoke detectors in hallways and landings on each level?	Yes or N/A	No
	For 3 storey family houses – does the property have mains wired interlinked smoke detectors located in the ground floor hall, first floor landing and second floor landing?	Yes or N/A	No
	For shared houses or bedsit accommodation – Do fire precautions meet requirements of LACORS guidance on Fire Safety?	Yes or N/A	No

7. Gas	Is there a satisfactory current Landlord Gas Safety certificate for all gas appliances provided? Expiry date:	Yes	No
8. Solid fuel/Oil	Evidence of servicing and maintenance of all solid fuel appliances by a HETAS/OFTEC engineer within the last 12 months.	Yes or N/A	No
	Is there a Carbon Monoxide alarm in each room with a solid fuel appliance?	Yes or N/A	No
9. Electricity	In the last 5 years has the property have a current satisfactory electrical condition report which indicates that the property is free from dangerous or potentially dangerous faults? <i>A legal requirement in a House in Multiple Occupation expected to be required by law for all rental property.</i> Expiry Date:	Yes	No
	On a visual inspection of the electrical installation and appliances, are there any obvious hazards such as broken or loose sockets, burn marks, unavoidable overloading, exposed wires or live conductors, cracked or broken light pendants, sockets too close to water.	Yes	No
10. Security	Do the windows and doors appear to be in a good condition and can they be adequately secured?	Yes	No
11. Condensation & Mould	Is there sufficient ventilation in the kitchen, bedrooms, living room and bathroom (An operable window or mechanical extract fan in a kitchen or bathroom)? In some cases you may need secure means of ventilation such as trickle vents.	Yes	No
	Is there extensive black mould growth in any room (over a whole wall or more)?	Yes	No
12. Personal Hygiene	Is there at least one inside flushing toilet in working condition?	Yes	No
	Is there a wash hand basin with hot and cold running water in the same room as each toilet?	Yes	No
	Is there at least one bath with hot and cold running water or a shower cubicle with a working shower?	Yes	No
13. Furniture	Does any furniture and soft furnishings supplied comply with the legal fire resistant standard? E.g. Sofas, mattresses must have labels proving they comply.	Yes or N/A	No

14.Falls	Is the property free from tripping and falling hazards? E.g. Stairs with no hand rails, raised and uneven floor surfaces, windows that should have window restrictors to prevent falls.	Yes	No
15.Asbestos	If there are any shared common parts to building has a competent person assessed whether there are any Asbestos containing materials that you need to manage?	Yes or N/A	No
16.Repair	Is the property in a reasonable state of repair ?	Yes	No
17.HMO	If the house or flat is shared by 3 unrelated people is it well managed (decoration, cleanliness, maintenance, equipment and facilities in good working order, common parts free from obstruction)?	Yes or N/A	No
	Are there an adequate number of amenities for the number of occupiers (i.e. bathrooms, toilets and kitchens)? Please note it is a criminal offence if HMO Management Regulations are not met unless the manager has a reasonable excuse.	Yes or N/A	No
18.Licensing (mandatory)	If the accommodation is within an area subject to a discretionary licensing scheme, does it need a licence? If yes, do you have or have you applied for a licence?	Yes or N/A	No
19.Licensing (discretionary)	If the house or flat is (1) three or more storeys, (2) occupied by five or more unrelated people who (3) share facilities with others then it is likely to require a licence. If yes do you have or have you applied for a licence?	Yes or N/A	No
20. Overcrowding	If the accommodation is within an area subject to a discretionary licensing scheme, does it need a licence? If yes, do you have or have you applied for a licence?	Yes	No
	Will the number of people occupying meet the bedroom standard? One bedroom for up to two persons, two bedrooms for up to four persons, three bedrooms for up to six persons or four bedrooms for up to seven persons.	Yes	No
	Is the living area big enough space for the household occupying to carry out normal activities including space for a child to carry out educational activities like homework?	Yes	No
	Do the bedrooms meet or exceed an area of 6.5 m ² (Single) and 9.5m ² (Double)	Yes	No