

**SERVICE SPECIFICATION  
FOR  
NO SECOND NIGHT OUT  
  
GREATER LONDON AUTHORITY**

# 1 Introduction

- 1.1 The Greater London Authority (GLA) is seeking to procure an organisation to deliver the Mayor's No Second Night Out (NSNO) service from 1<sup>st</sup> April 2024. This document, which will form an appendix to the contract that is issued to the successful bidder, describes the service to be delivered in detail. It sets out the activities and outputs for the service, and the outcomes that are expected to be achieved over the course of the contract period.
- 1.2 NSNO is a pan-London assessment and rapid move-on service which aims to provide an immediate route off the street for people sleeping rough, a comprehensive assessment of their needs and circumstances, and intensive specialist support to secure an onward move out of rough sleeping. The service takes referrals for people sleeping in any London borough and last year assessed 1,887 people, with 88% not seen sleeping rough again within three months of leaving the service. It is currently delivered by St Mungo's.
- 1.3 The service was paused at the beginning of the Covid-19 pandemic, when NSNO staff were redeployed to provide support in the GLA procured 'Everyone In' hotels. On its reintroduction, some modifications were made to the service model, due to the public health guidance at the time and changing context of rough sleeping in London since the advent of Everyone In.
- 1.4 Ahead of this procurement, the GLA has undertaken an extensive service review and consultation process with key stakeholders, including local authorities, outreach services, central government, people with experience of being supported by NSNO and others. This has informed the service design for the new contract, which includes a number of developments from the current operation of the service.
- 1.5 The service will include the provision of two types of sites – 'hubs' and 'staging posts'. Two existing hubs and one existing staging post are ringfenced for use by NSNO, so access to leases for the hub and management agreement for the staging post are available to the successful provider. Providers will be required to identify suitable sites for the other hubs and staging posts specified in this document, which can be successfully secured if awarded the contract.
- 1.6 Currently, the NSNO service is part-funded through the Mayor's own rough sleeping budget and part-funded by central Government's Rough Sleeping Initiative (RSI) programme. As it stands, RSI funding for the service is currently only confirmed until the end of 2024/25. Whilst it's hoped this funding will continue in future years, for this reason, the specification stipulates an enhanced model, which will be in place in Year 1 of the contract and a core model, which will be in place in Years 2 and 3. The contract will also include an option to extend the enhanced model into Years 2 and 3, should further government funding be granted.

## 2 Service aims and outcomes

- 2.1 The new No Second Night Out service will contribute to meeting the high-level priorities set out in the Mayor's Rough Sleeping Commissioning Framework, which can be found here: [www.london.gov.uk/sites/default/files/rough\\_sleeping\\_commissioning\\_framework\\_-\\_august\\_2021.pdf](http://www.london.gov.uk/sites/default/files/rough_sleeping_commissioning_framework_-_august_2021.pdf)

In particular the service will support the following over-arching priorities:

- *to provide an immediate route off the streets*
- *to deliver sustainable accommodation and solutions for those leaving rough sleeping*

And the following cross-cutting priorities:

- *to ensure that at every stage, people receive advice or support as swiftly as possible*
- *to enhance provision from faith and community-based organisations and to complement services commissioned by borough local authorities*

2.2 The successful delivery of NSNO will mean that:

- There is an 24/7 immediate route off the streets for people who are new to rough sleeping in London or are returning to rough sleeping after a period away from the streets. This means local outreach provision and other rough sleeping services can focus more of their resources on effectively supporting existing rough sleepers.
- People receive assessment and casework away from the streets, which supports them to find a suitable move out of rough sleeping. This prevents them from returning to the streets and minimises the number of people who become longer-term rough sleepers.
- The specialist team at NSNO work intensively to secure each person's onward move-on option as swiftly as possible. This helps ensure that capacity for people to access the service is consistently maintained.
- The service has equality of access, regardless of someone's needs and circumstances or geographical location. This means it is a truly pan-London service, which has the greatest possible impact on reducing rough sleeping in the capital.
- As part of the service's work to secure a sustainable move away from the streets, where needed, NSNO will support people to access immigration advice, resolve welfare benefits issues and address any urgent health issues. This work helps facilitates someone's move into onward accommodation but also provides a strong foundation for the person to maintain this accommodation.
- The service works closely in partnership with councils, outreach teams and other stakeholders to ensure that the service is complementing local provision but also drawing on all possible local accommodation options to secure onward moves.

2.3 The draft Key Performance Indicators (KPIs) for the contract are found in Appendix D. These are subject to change before the commencement of the service and will be discussed with the service provider which is awarded the contract prior to being finalised.

### 3 Service description

## Assessment and rapid move-on

- 3.1 The service will provide a minimum of four assessment hubs, with a combined minimum capacity of 60 people under the enhanced model, and a minimum of three assessment hubs with a combined minimum capacity of 45 people under the core model (see Section 4 for more information). Assessment hubs will take referrals from outreach teams and provide an immediate and safe route off the street open 24 hours a day, seven days a week.
- 3.2 Hubs will have an appropriate number of staff with the required skills and experience to ensure that people accessing the service receive an appropriate assessment and, wherever possible, are moved on to accommodation within 7 days of accessing the service.
- 3.3 People accessing the service will receive an assessment of their needs and circumstances, with the primary purpose of enabling the service to rapidly identify a suitable route out of rough sleeping. The content and coverage of the assessment needs to be determined by the service provider with this in mind. If any other urgent/immediate needs are identified, the hub will support people to access specialist services, for example for their physical health or mental health.
- 3.4 Everyone must receive an initial assessment (including risk assessment) very shortly arriving at a hub, with follow up information and/or specialist assessment accessed the following day(s). People must be involved with their own assessments, along with any other organisations that may be involved in the person's case.
- 3.5 The hubs should seek to make use of any current assessments of the person and any other information that is available. The hubs will ensure that appropriate information sharing protocols are in place to expedite the assessment process.
- 3.6 Once the assessment has taken place, the service provider should work to establish a credible move-on plan as swiftly as possible and assuming the person agrees they wish to pursue this option, immediately start work to secure it.
- 3.7 The most appropriate move-on offer will depend on a person's individual needs and circumstances. There should be a focus on ensuring that wherever possible, the service successfully advocates for someone to access accommodation via the council in the area where they have a local connection and/or were sleeping rough. This includes not only people where the local authority has a statutory duty under homelessness or social care legislation (see paragraph 5.3).
- 3.8 The service provider will also need to facilitate moves into accommodation without the assistance of a local authority. This will include options such as private rented sector accommodation, direct-access supported housing, Clearing House accommodation, international reconnections and specialist accommodation for certain cohorts such as young people. The requisite expertise and resources will be needed to ensure the service can successfully secure these moves and continually expand the range of available options it has access to.
- 3.9 The service provider will work with a range of partner organisations to identify a route out of rough sleeping for people that is suited to their needs. People may require rapid access to specialist services, for example physical or mental health services, in order to identify and

support the case for a particular type of accommodation. The service provider should negotiate access for relevant specialist services or provide the services themselves.

- 3.10 The service will need to ensure that those who are entitled to benefits have the necessary documentation so that they can claim the benefits to which they are entitled and can access housing benefit when they move on.
- 3.11 The service provider will enable and encourage people who need immigration advice to access this in order to understand their immigration options and entitlements. A dedicated immigration advice resource should be available to the clients of the service. This resource should be sufficient that everyone with limited or unclear entitlements has access quick and seamless access to an assessment and initial advice provided by a qualified professional, with consideration given to the significant proportion of rough sleepers in London to whom this applies.
- 3.12 Where someone does not currently have clear entitlements in the UK and is not immediately eligible for Home Office accommodation, the service provider should wherever possible explore interim accommodation options for this group. This could include staging post beds (see below), local and pan-London accommodation options (for example the Migrant Accommodation Pathways Support Service and Sub-regional Immigration Advice Service accommodation) and faith and community sector accommodation.
- 3.13 All those accessing the hub should receive a move-on offer that will minimise risk of returning to the streets. However, due to current immigration-based restrictions in the UK and limited availability of accommodation that allows people to engage with support to secure a sustainable route off the street, some people accessing the hub might not have a feasible immediate route off streets. The service provider should take all reasonable steps to minimise risk of returning to the streets, and for those cases where this is not possible, people should be linked into local/sub-regional immigration advice services, if appropriate, and the local outreach team.
- 3.14 People will stay at the hub while their move-on option is being identified and secured. The service provider will have robust monitoring of cases and internal escalation processes for anyone in the hub more than 7 days.
- 3.15 The majority of people are expected to move from a hub into an external (to NSNO) route off the streets. However, where it's likely to take more than 7 days to secure a route off the street, people can be moved into a staging post bed which offers short-term interim accommodation.

### **Interim accommodation**

- 3.16 Staging post beds will be single occupancy rooms available for those who have been assessed at a hub and have a move-on plan identified but need additional time to secure their route off the street. The service should ideally provide a minimum of 105 single occupancy rooms under the enhanced model, and a minimum of 35 single occupancy rooms under the core model. The staging post beds will provide a maximum target length of stay of 42 days.

- 3.17 The service will provide staging post beds for people with a range of support needs (see paragraph 4.4) Sites for people with medium to high support needs will be staffed 24 hours a day, 7 days a week.
- 3.18 The staging post will update the risk and needs assessment and move-on plan shortly after transfer from a hub. Assessments and move-on plans will be reviewed weekly as a minimum.
- 3.19 In the staging post, work to secure someone's onward move-on offer should continue with the same pace and intensity as in the assessment hub. Clients should continue to be involved in every stage of this process, understanding the current status of their case and any action need from them.
- 3.20 Where someone is entitled to housing benefit, the service will be expected to support the client to make a claim. The service should ensure rent is collected, arrears and bad debts are minimised, and voids are rapidly turned around.
- 3.21 Some staging post beds will be reserved for people who are not entitled to housing benefit and do not have the income/funds to cover rent payments (see paragraph 4.5). These beds will provide people with interim accommodation to effectively engage with support and/or immigration advice to resolve people's rough sleeping and they will have a target maximum stay of 90 days. Given the changing context around immigration, criteria for these beds will be agreed between the service provider and the GLA during mobilisation and reviewed quarterly.

### **Service approach and principles**

- 3.22 The service provider will broker and support access to services to ensure that a route off the street is identified and secured as quickly as possible. This will involve identifying and evidencing system issues and working with a range of partner organisations to improve pathways out of rough sleeping, as well as advocacy, partnership working and negotiation to progress individual cases.
- 3.23 As well as working with borough PRS schemes, the service provider will support people directly into PRS accommodation. The service will act as a landlord finder, proactively identifying landlords and letting agents with properties which may be suitable for people who access the service. The properties must be affordable and must provide decent quality accommodation for people. The requisite expertise and resources will be needed to ensure the service can successfully secure these moves.
- 3.24 The service provider will assist people with the process of moving into all types of accommodation and, where relevant, ensure there is a handover with relevant services.
- 3.25 The service will use a personalised and strengths-based approach. They will work with individuals to progress their move-on offer in an assertive and timely manner, and will ensure that individuals are given accurate advice on their entitlements, options and rights.
- 3.26 For people with unclear or limited entitlements in the UK, the service should provide a rights-based, responsive to individual needs, outcome-focused and multi-disciplinary in nature. This includes access to immigration advice for all (see paragraph 3.11).

- 3.27 For people who wish to return to their country of origin (or to another country to which they have sustainable links), the service should offer access to supported internal reconnections. In some instances, especially in complex cases, this can be accessed through referral to the MAPS service. However, the service provider will also need to have the knowledge and skills to independently arrange person-centred supported international reconnections, which ensure people are reconnected safely and sustainably, and are properly linked to services that match their needs in the destination country.
- 3.28 The service will work flexibly, creatively and practically to prevent individuals from returning to the streets. It will work proactively to minimise disengagement and abandonments from the hubs and staging posts and employ approaches to mitigate the risk of evictions.
- 3.29 The support needs of those accessing the service will vary in type, intensity and complexity. The service will identify and support those with immediate vulnerabilities not evident to outreach providers and respond appropriately. Where an emergency response is not required, the staff in the service should assess whether clients require specialist services and support access to them as appropriate, including (but not limited to) services for:
- drug and alcohol use
  - mental and physical health
  - social care needs
  - support around communicating in English.
- 3.30 The Service Provider will bear all costs associated with ensuring that service users can successfully move through the service and into onward accommodation. This includes, e.g. obtaining identification, basic toiletries and clothing on arrival (as needed), reconnection costs, and travel costs when being resettled.
- 3.31 The service provider will meet the needs of service users from all gender, age ethnic, nationality, disability and social backgrounds and consideration should be given to people's differing needs in the service model.
- 3.32 The service will ensure the specific needs of women are met and that they feel safe. This includes ensuring there are women only spaces in hubs. The service provider will have training and policies on responding to sexual violence and forms of violence against women and girls (VAWG) and the service provider will develop strong links with specialist services.
- 3.33 The service provider will ensure the service is routinely contactable and able to respond promptly to emails and to phone calls 24/7. The service will ensure that sufficient management duty cover is provided to support staff 24/7 with any emergencies or situations that require decision or escalation.

## **Referrals**

- 3.34 It's planned that the service will accept referrals for people who are new to the streets and people who have returned to the street (who were not seen rough sleeping for 180 days previously) and are over the age of 18.

- 3.35 Referrals will come from outreach teams, either commissioned by the local authority or GLA. The service provider will work with CHAIN to develop a system to communicate to referral agencies whether the service is open or closed to new referrals.
- 3.36 The GLA will periodically review NSNO eligibility criteria and as such there might be some alterations to eligibility. The service provider will be consulted on any changes and the key principles will remain the same.
- 3.37 The service should accept referrals for people who may have complex and co-occurring needs and ensure necessary policies and procedures are in place to manage this. Support needs will include but not be limited to:
- Mental health
  - Drug and alcohol
  - Physical health and/or care needs
  - Offending backgrounds and/or at risk of offending
  - Immigration support need
  - Victims of domestic abuse
  - limited or no English
  - debt and/or benefits support need
- 3.38 There are no specific grounds for refusals, however, the service may reject referrals that pose a risk that cannot be managed within the service.

## **Infection Control**

- 3.39 The service provider will be responsible for delivering the service in such a way as to reduce and control the risk of infection and will follow all Public Health Guidance related to Infection Control.
- 3.40 The service provide will be responsible for developing and routinely updating a dynamic risk assessment for each hub, which will consider, but not be limited to: the layout of the building, the rate of infection for Covid-19 and other communicable viruses that pose a risk and factors that increase the risk of rough sleeping (e.g. severe weather). The service provider will share the risk assessment and mitigations with the GLA. The service provider will be responsible for updating the local Director of Public Health of changes to the service. The GLA can support in communication with local Directors of Public Health where needed.
- 3.41 The service provider will ensure they remain up to date on the latest guidance and best practice around Covid-19 and infection control.

## **4 Service sites**

- 4.1 In the enhanced model (confirmed in Year 1 and pending future central government funding for Years 2 and 3), the service should ideally provide a minimum of:
- Four hubs



- 105 single-occupancy staging post bedspaces
- 4.2 In the core model (Years 2 and 3 in the absence of future central government funding), the service should provide a minimum of:
- Three hubs
  - 35 single-occupancy staging post bedspaces
- 4.3 Service providers are welcome to submit tenders with proposals which deliver fewer hubs or staging post units than the numbers stated above but should note that this will be considered a key criterion at the evaluation stage. If providers are able to deliver more hubs and staging post units than the minimum stated above, this will also be factored into the evaluation of proposals.
- 4.4 The service should provide staging posts with appropriate levels of staffing/support, matched to the needs of people sleeping rough in London. Currently, around three quarters of staging post bedspaces can accommodate people with medium to high support needs (including 24/7 staffing), with the remainder designed to support only people with low needs. However, providers are welcome to propose a different configuration, with justification as to how this will provide appropriate interim accommodation matched to need and deliver intended outcomes.
- 4.5 Within the enhanced model, at least 10 staging post bedspaces should be ringfenced for people with limited or unclear entitlements in the UK, meaning that the service provider should factor covering rental charges for these 10 units into their service costs. Within the core model, four bedspaces should be ringfenced for this purpose<sup>1</sup>.
- 4.6 Two existing hubs and one existing 26-bed staging post site are ringfenced for future use by the NSNO service and therefore the service provider would enter a lease (for the hubs) and management agreement (for the staging posts) for these sites with the landlord. These sites are:
- Mare Street Hub in Hackney
  - Spring Gardens Hub in Lewisham
  - Spring Gardens Staging Post in Lewisham
- 4.7 The heads of terms for the leases/management agreements and the floor plans and conditions surveys for these sites are found in Appendices I to O.
- 4.8 All other hubs and staging posts to be provided as part of the contract should be identified by the service provider.
- 4.9 The service provider will need to demonstrate that it has secured, or is likely to secure, the support of the local authority in which the services will be based and that the buildings

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<sup>1</sup> The current rent/eligible service charge at the Spring Gardens staging post is £240.23 per week, to be increased by CPI+1% per annum.

offered will have the relevant planning permission for their intended use by the time the contract commences.

- 4.10 The buildings shall be structurally sound, in good condition and have utilities that are in good working order. The buildings must meet all the required health and safety standards.
- 4.11 Where the service provider is responsible for maintenance of the site, it must ensure that maintenance response times are defined and adhered to. The property should be cleaned on a regular basis.

### **Assessment hubs**

- 4.12 The locations of the hubs should provide adequate coverage and convenient access for the whole of the capital. Under the enhanced model, this means that in addition to the Spring Gardens hub in Lewisham and the Mare Street hub in Hackney, the service provider should aim provide a hub West London. Furthermore, at least one of the two additional hubs (which could be the hub in West London or the other additional hub) should ideally be located in an inner London borough, to ensure proximity to the areas with the highest levels of rough sleeping in central London.
- 4.13 Service providers are welcome to submit proposals which provide hubs in locations different to those stated above but must fully justify how the service would still ensure equality of access for people sleeping rough anywhere in London.
- 4.14 Under the core model, there is a preference that the hub in West London would be retained along with the hubs in Hackney and Lewisham. Again, service providers are welcome to submit bids which propose a different configuration under the core model, which fully justify how there would be equality of access for the west of the city.
- 4.15 Each hub should have reasonable access to public transport connections and the following facilities:
- One or more large rooms to operate as the main hub areas. Where the site has only one large room, the layout should enable this to be in some way partitioned to create a separate women's area
  - Adequate office space and assessment/casework rooms for staff
  - Two WCs
  - A shower
  - Camp beds or mattresses (or similar) to people sleep on during their time in the hub
  - CCTV
  - Its own separate entrance
  - Connected to all utilities

- 4.16 The hubs must provide a safe, secure and clean environment. The office for staff should be located close to the main hub area, so that staff can supervise the area and ensure the safety and security of clients.
- 4.17 The hubs must provide adequate facilities for secure storage of clients' valuables, medication and ID. There must also be a locked area for clients to store their other possessions.
- 4.18 The hubs do not need to cater meals but should provide some cold food onsite, with consideration given to the fact some people may be without any income. There should also be basic kitchen facilities such as a microwave and a kettle.

### **Staging posts**

- 4.19 Staging post accommodation can be linked to any of the hubs or provided on a separate site. To aid effective management of staging post sites and minimise potential impacts on the locality, it's suggested that no more than 40 staging post bedspaces are provided on any one site. However, service providers are welcome to submit proposal that differ from this, which justify how the service and its surroundings will be effectively managed.
- 4.20 Each staging post site should have reasonable access to public transport and provide the following facilities:
- Separate bedrooms for each person accommodated there
  - An adequate number of bathrooms/WCs for the number of residents, either within the individual rooms or shared facilities
  - Access to kitchen facilities at other times to allow occupants to cook their own food, with the kitchen equipped as appropriate
  - Adequate staff office space and casework rooms
  - Laundry facilities with appropriate equipment in sufficient quantities for the number of occupants
  - Suitable communal areas (the provision of a communal living room is not a requirement, however an area in which residents can eat and an area in which computers can be located would be desirable)
  - Furniture for both the bedrooms and communal areas
  - CCTV
  - Suitable flooring or carpets throughout
  - Curtains or blinds at all windows in order to provide privacy and security
  - Access to private external space e.g. garden or courtyard

## Locality management

- 4.21 The service will work in partnership with the local authority, local police, community wardens and other services to ensure that the service has a minimum impact on the neighbourhood.
- 4.22 There will be a locality management plan for each site that should take into consideration engagement with local residents and resident groups, locality checks, prevention and management of anti-social behaviour from people accessing the service and joint working with local agencies. The locality management plan should be reviewed at least annually.
- 4.23 At Spring Gardens in Lewisham, due to the presence of both the hub and the staging post on the same site and in very close proximity to another large borough-commissioned hostel, there should be 0.5 FTE of a post to dedicated to leading on locality management.

## 5 Partnerships

- 5.1 The service provider will seek to strengthen partnerships with key agencies, including local authorities and their commissioned rough sleeping services, as well as faith and community sector services. NSNO will implement ways of working with partners that establish roles and responsibilities and continuously improve the service's performance against its KPIs, streamline the service user's experience and help support more people off the streets.
- 5.2 The service provider will develop relationships with local authorities and outreach teams by holding regular liaison meetings and will establish a Service Level Agreement with all London local authorities and outreach teams to clearly define roles, responsibilities and commitments. The service provider will meet regularly with local authorities and/or sub-regional rough sleeping leads and will provide them with data to inform partnership working, evidence barriers for move-on and ensure the service is meeting local needs. The GLA will support the development and implementation of the SLA and regular meetings as required.
- 5.3 Both through the SLA and its ongoing work, the service provider will endeavour to continuously improve access to local accommodation options. A key focus should be increasing the number of people accommodated via a local authority, even where there is no statutory duty in place. This could include local first stage/assessment services, temporary accommodation, private rented sector accommodation and supported housing.
- 5.4 Where the council is providing a longer-term move-on option that is not immediately available, the service provider should always advocate for the local authority to place the person in temporary/interim accommodation in the meantime.
- 5.5 There will be a standardised process if someone returns to the street to ensure that casework and risks are handed over to the local outreach team and people are supported to access immigration advice if needed.
- 5.6 The service provider will ensure adequate time and resources are invested in developing relationships with relevant specialist services, e.g. immigration advice or health services, to ensure people's needs and circumstances are comprehensively assessed, people understand

their options and to help secure appropriate move-on accommodation. This includes in-house specialist services and external services and providers.

## 6 Workforce

- 6.1 The service provider needs to employ enough suitably skilled and competent staff to effectively deliver the service and achieve outputs and outcomes as described.
- 6.2 The service provider will be responsible for making arrangements, where needed, for emergency cover to ensure the service runs safely and it continues to achieve outputs and outcomes during periods of staff absence.
- 6.3 The service provider will ensure that staff are properly supported, supervised, trained and inducted to a standard that allows them to deliver the service to the expected standard.
- 6.4 The service should aim to maximise value for money through effective use of volunteers to complement and enhance the work of paid staff.
- 6.5 The service provider will be expected to be actively taking steps to try to recruit people with lived experience of homelessness into the staff and volunteer teams.
- 6.6 The service provider should consider the common language needs of people it supports. As a minimum, staff must have access to translation services, but the value added through recruitment of staff with specific language skill should also be considered.
- 6.7 The service provider will be responsible for all employment issues.
- 6.8 The service provider will ensure that a safe and practical lone working policy is in place and clearly understood.
- 6.9 The service provider will:
  - comply with any legislation prohibiting discrimination in any form
  - obtain enhanced disclosures from the Disclosure and Barring Service (DBS ) in advance of the engagement of relevant staff in the service
  - ensure that a minimum of two written references are obtained for every employee and that all staff are in possession of a valid work permit
- 6.10 As well as any other professional training relevant to the role, all staff (including management) must be trained in:
  - safeguarding children (Children Act 1989 and 2004)
  - safeguarding vulnerable adults (Safeguarding Vulnerable Groups Act 2006)
  - risk management
  - information governance and data protection
  - health and safety
  - equal opportunities and diversity.
- 6.11 The service provider shall enforce codes of conduct and disciplinary procedures for its staff.

- 6.12 The service provider shall take appropriate disciplinary action against any person employed by the service provider who transgresses such codes and procedures.
- 6.13 The service provider shall inform the GLA service commissioner of any serious or persistent transgressions by staff members and shall regularly update the service commissioner on the progress and outcome of actions taken.
- 6.14 The GLA reserves the right under the safeguarding procedures to request the service provider to immediately remove a staff member from the service if:
- that staff member has failed to disclose any previous criminal convictions (unless exempted from doing so under the Rehabilitation of Offenders Act 1974);
  - the GLA receives a complaint that the staff member has acted in a discriminatory manner in the provision of the service; or
  - the staff member has acted in a manner that has put a service user or other vulnerable person at risk of harm (whether physical, emotional, financial or other harm).

## **7 Contract monitoring and performance management**

- 7.1 The service provider will be monitored regarding the activity specified above and will be required to report to the GLA against the draft targets contained in Appendix D.
- 7.2 The service provider will be required to submit a quarterly report to the GLA which contains information on: performance management (performance against target outcomes with narrative), service developments and partnerships, staffing, and serious incidents and safeguarding. A template for the quarterly report will be agreed with the GLA during the implementation period.
- 7.3 Contract monitoring meetings will be held at least quarterly – but the GLA may vary the frequency of these meetings at any time. During the first year of the contract monitoring meetings may be held on a monthly basis if the GLA deems this to be appropriate.
- 7.4 The quarterly contract monitoring meetings will occur within 6 weeks of the end of the quarter. The service provider will be required to submit the quarterly monitoring report to the GLA at least 5 business days prior to the meeting.
- 7.5 The GLA may also request performance management information outside of these times. These requests must be responded to within fourteen calendar days.
- 7.6 The service provider will supply a financial statement from their management accounts at each monitoring meeting detailing annual budget, budget year to date and expenditure/income year to date against all major budgetary headings. The service will also be required to report on staff vacancy rates. See Appendix F and Appendix G for templates.
- 7.7 It is expected that all information supplied will be complete and accurate. Provision of inaccurate or misleading monitoring information may lead to a contract default.

- 7.8 It will be a requirement that the appropriate level of senior management will attend contract monitoring meetings. As a minimum the service manager and a member of senior management will attend.
- 7.9 Agreed contractual payments will be subject to satisfactory production of performance management information and other required supporting evidence. Low performance indicated in a monitoring return will result in further investigation by the GLA Rough Sleeping Team until a satisfactory outcome can be achieved. Consistently low performance is considered a default and will trigger a service review.
- 7.10 Commissioners will have the right to audit all performance management information, supporting evidence and financial statements at any time.
- 7.11 The service provider will produce an annual report on the service's performance and impact over the previous year. This will be shared with the GLA's Executive Director for Housing, the Deputy Mayor for Housing and the Life off the Streets Core Group.

## **8 Governance**

- 8.1 The service provider will ensure that the service is delivered in compliance with the following legislation (not limited to this list), as may be amended from time to time, and has appropriate policies in place to guide staff in working within these laws:
- Equality Act 2010
  - Disability Discrimination Act 1995, 2005
  - Human Rights Act 1998
  - Homelessness Act 2002
  - Homelessness Reduction Act 2018
  - Race Relations Amendment Act 2000
  - Police Act 1997/Criminal Records Bureau
  - Civil Contingencies Act 2004
  - Health and Safety at Work Act 1974
  - Safeguarding Vulnerable Groups Act 2006
  - The Children Act 1989 and 2004
  - Freedom of Information Act 2000
  - General Data Protection Regulation 2016
  - Data Protection Act 2018
- 8.2 The service provider will have a range of policies and procedures in place, including but not limited to:
- eligibility for the assessment hubs and staging posts
  - complaints
  - appeals
  - data protection
  - information sharing and confidentiality
  - health and safety
  - staff appraisal, supervision, induction, training

- staff grievance, disciplinary and capability
- recruitment procedures, including rehabilitation of offenders and Disclosure and Barring Service (DBS) clearance
- lone working
- managing conflict
- bullying/harassment/whistle blowing
- staff wellbeing
- safeguarding
- incident reporting, including RIDDOR
- service user involvement/consultation
- equality and diversity
- child protection
- multi-disciplinary working and
- civil contingencies.

8.3 The service provider will have a written business continuity plan specific to this service.

8.4 All of the above, and any other relevant policies and procedures will be regularly reviewed. The service provider will have an agreed review schedule.

## 9 Data protection and confidentiality

### Data protection

- 9.1 Both the GLA and the service provider have a duty to ensure that information held by the service is held securely and used appropriately in line with the Data Protection Act 2018 and the UK general data protection regulation known as UK GDPR.
- 9.2 The GLA and the service provider will act as independent data controllers in respect of all personal information collected and recorded through the delivery of the service. Data will be exchanged in the case of serious incidents and safeguarding. In rare cases, information may be shared where the service is requesting assistance from the GLA on communications and progression of cases with local authorities. Moreover, information may also be shared where there is potential (social) media interest. Other details would be shared as part of anonymous quarterly report.
- 9.3 The service provider will be able to satisfy the GLA of its compliance with the standards set out in Information Governance and Data Protection Policy Appendix B at any time.
- 9.4 The service provider (and any other third parties) will be expected to demonstrate accountability for the appropriate assurance of privacy issues involving the processing and sharing of service users' personal and sensitive information.
- 9.5 The service provider will sign up to and comply with a data sharing agreement which will set out how the data flow will be managed. An example of this is in Appendix A (data sharing agreement). The provider will undertake to comply with Data Protection Legislation regarding the processing of Personal Data, which will include:



- Implementing appropriate technical and organisational measures to ensure compliance;
- Considering the rights and freedoms of Data Subjects in proportion to the nature, scope, context of processing, the state of the art and likelihood and severity of any risk resulting from processing;
- Demonstrating to regulators and Data Subjects, that processing is performed in accordance with the Data Protection Legislation and the terms of any relevant Data Sharing agreements, including as appropriate implementation and maintenance of data protection policies;
- Maintaining transparent information, communication and processes for the exercise of rights of the Data Subject;
- Facilitating the exercise of the rights of a Data Subject under the Data Protection Legislation and responding to requests within the time frames dictated by Data Protection Legislation, and where necessary inform other Data Controllers so they can take appropriate action;
- Implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risks during any transfer and common processing, including ensuring the ongoing confidentiality, integrity, availability and resilience of systems and services to prevent a breach condition under the Data Protection Legislation;
- Ensuring that purposes of the transfer have been made transparent to all parties;
- Notifying any other Data Controllers when a breach has been detected.

9.6 The service must have a data protection and confidentiality policy and must provide a copy to the GLA upon request. The policy must also be available to clients in an appropriate format and must be explained to them upon entry into the service. It must comply with the Data Protection Act 2018 and any contractual requirements. It should also cover accuracy and consistency of record keeping, security of data, information to service users, disclosure requirements and identify responsible persons.

9.7 The service provider must have policies in place to manage any loss of data, accidental or otherwise. These policies must include details on how the service provider would:

- implement a recovery plan, including damage limitation
- assess the risks associated with the breach
- inform the appropriate people and GLA that the breach has occurred
- review their response and update their information security.

9.8 Service users should be advised of the type of information the service keeps on record, what can or must be disclosed without their consent, when their consent is needed for disclosure and their rights to see information recorded about them.

9.9 Service users should not be asked to sign a blanket, wide ranging consent to disclosure. The confidentiality policy should set out areas where information will be shared and under what circumstances and serves as a record of their consent within these areas. In other cases, the user's consent must be obtained as the need arises. This includes passing information to other agencies.

9.10 The service must ensure that everyone engaged in the service with access to personal information understands their responsibilities and can demonstrate evidence of compliance

with their procedures. This includes employees, volunteers, partner agencies, self-employed workers, consultants or contractors.

- 9.11 Contracts of employment, volunteering agreements, contracts with consultants and others should include a clause making explicit the person's responsibilities for confidentiality and data protection. The data protection and confidentiality policy should also cover actions to be taken if a staff member breaches confidentiality by unnecessarily passing on information about a client.

### **Freedom of Information Requests**

- 9.12 The Service Provider acknowledges that correspondence, reports or other information held by the GLA may be considered for disclosure under Freedom of Information. It is the sole responsibility of the public authority to determine the application of freedom of information to data 'held' directly by them.

### **Record keeping**

- 9.13 The service provider must keep accurate records of the clients using the service and of clients who have previously used the service. Records will be retained in line with the policy set out in the Data Sharing Agreement (Appendix A).
- 9.14 The service will record information on the CHAIN system for both hub and staging post clients within target timeframes set out by CHAIN. There will be minimum data expectations and CHAIN will be the primary system used for quarterly reporting on KPIs. The service provider will work with CHAIN to develop quarterly KPI reports and ensure the data is accurate, consistent and complete.
- 9.15 Given the complexity and scale of the NSNO service, providers should ensure that there is sufficient staffing skill and resource allocated to information management within their model.
- 9.16 The service provider will ensure that its staff are properly trained on how to handle and store records on CHAIN.
- 9.17 The service provider will also use their own case management system to keep accurate records of clients using the service and of clients who have previously used the service.
- 9.18 The service provider must be able to demonstrate that they have policies in place to ensure that records are held securely and staff and volunteers are trained in how to handle and store records.
- 9.19 The service provider will ensure that any case management system and other electronic record management system it uses complies with relevant security and data protection standards that records are regularly backed up.
- 9.20 These policies must be consistent with the information contained in the Information Governance and Data Protection Policy (Appendix B).
- 9.21 The service must have policies in place to manage any loss of data, accidental or otherwise. These policies must include details on how the service provider would:

- implement a recovery plan, including damage limitation
- assess the risks associated with the breach
- reporting breaches appropriately and inform the relevant people and GLA that the breach has occurred
- review their response and update their information security.

9.22 Generally, and in respect of other records kept by the service provider, the service provider must have Information Management policies governing the secure storage of records. These policies must comply with current law and guidance on the management of information and be consistent with the Information Governance and Data Protection Policy (Appendix B) and the Data Sharing Agreement (Appendix A).

### **Whistle blowing**

9.23 The Public Interest Disclosure Act 1998 provides for the protection of individuals who make certain disclosures of information in the public interest and to allow such individuals to bring action in respect of victimisation following such a disclosure.

9.24 The service provider shall produce internal guidelines for staff setting out that:

- it is the responsibility of all staff to act on any suspicion or evidence of abuse or neglect and to pass their information to the responsible person/agency
- whistle blowers will receive support and protection in accordance with the Act
- staff can contact the GLA or a relevant regulatory body in situations where they have concerns about operations and the service provided.

## **10 Safeguarding and serious incidents**

10.1 The service provider shall prepare its own internal guidelines to protect adults, children and young people from abuse.

10.2 These guidelines must be consistent with the GLA's Safeguarding and Serious Incidents Policy, see Appendix E.

10.3 The service provider shall immediately bring to the attention of the GLA any allegation, complaint or suspicion of abuse by or regarding any service user, whether the suspected abuser is employed by the service provider or by any other person.

10.4 The service provider shall prepare its own internal guidelines and procedures with respect to the handling of serious and untoward incidents that occur within or around the service or relate to staff, service users or any other person associated with the service. These must be compatible with the GLA's Safeguarding and Serious Incidents Policy.

10.5 The service provider shall record in writing any serious incident that occurs in the provision of the service and report the incident to GLA in line with the procedures set out in the GLA's Safeguarding and Serious Incidents Policy.

## **11 Complaints and appeals**

- 11.1 The service provider should have a Complaints Policy, which is made available to service users in a format that is readily understandable to them and their allocated worker should explain the policy to them. The policy should be made available to all enquirers upon request.
- 11.2 The complaints procedure should be fully accessible to everybody, and the service should make reasonable adjustments to ensure this is the case where service users have disabilities. Accessibility here includes making the procedure accessible for people who don't read and/or speak English or are not proficient in English, or who have other communication difficulties that would make using the standard procedure difficult and/or impair their ability to use it.
- 11.3 The policy should be available to the GLA upon request.
- 11.4 The policy should encourage all forms of service user feedback.
- 11.5 Complaints should be monitored and regularly reported to the organisation's governing body. Outcomes from complaints should be included within the report.
- 11.6 The service provider will report to the GLA: the number of complaints and appeals received, the response times and the outcomes during any given contract monitoring period. Any actions or changes to the services processes undertaken as a result of a complaint or suggestion will be included in this report and must be approved by the GLA.
- 11.7 Complaints and appeals should be monitored in such a way that any potential equality issues can be identified.
- 11.8 Service users should be supported in their decision to make a complaint or appeal a decision by any means appropriate. Service users should be supported in their decision to make a complaint, with an alternative support worker or other advocate provided if appropriate.
- 11.9 The provider must adhere to the GLA's Safeguarding and Serious Incidents policy, and every complaint or appeal should be assessed against these.
- 11.10 Complaints which pass through the service provider's complaints and appeals process without resolution should be referred to the GLA.

## **12 Service user involvement and consultation**

- 12.1 It is expected that service users' needs and views should be at the centre of service delivery and development. The service provider will encourage and support service users to be involved in the decision-making processes regarding the service and the support which people receive.
- 12.2 The following information must be available to service users, in a format that is readily understandable to them:
- how to make a complaint
  - details of the protection of vulnerable adults policy and how to report any abuse, either received or viewed

- details of the equal opportunities and diversity policy, including requirements on the way they treat others, as well as their rights
- explanation of whistleblowing and how to make this type of report

12.3 The service provider should regularly collect service user feedback, including inviting service users to relevant service design and decision-making forums.

12.4 The service provider will be committed to producing visible follow-up on ideas and proposals from service user involvement.

## **13 Communications and intellectual property**

13.1 The service provider will ensure that the service is well promoted through-out London, specifically to the following constituent groups:

- service users
- locally commissioned outreach teams and Rapid Response
- local authority commissioners, street population coordinators and sub-regional rough sleeping coordinators
- local authority housing options teams
- specialist services such as health, immigration advice and drug and alcohol services
- accommodation providers, including assessment centres, supported accommodation, PRS landlords

13.2 The GLA will own all intellectual property rights in any documentation created by the service provider. Any third-party intellectual property will be owned by the relevant supplier.

13.3 The service provider cannot use material produced as part of the delivery of No Second Night Out for publicity purposes without the express consent of the GLA.

## **14 Additional requirements**

14.1 The GLA anticipates that the service provider will require a period of up to four months to mobilise the service ahead of the contract commencement date.

14.2 The GLA is interested in working with the service provider on any ideas for developing the service innovatively within the existing contract price throughout the contract period.

14.3 The service provider is required to work in close partnership with the GLA and be open to new ideas on developing the service throughout the contract period.

14.4 Changes to levels or characteristics of rough sleeping in London, or, changes to the operation of local or other pan-London services, may require adaptations to the No Second Night Out Service Model, such as the configuration of the hubs or staging posts. As long as there are no additional costs incurred or other adverse effects on the service provider, the GLA would always expect it to act flexibly and willingly in this regard.

14.5 The service provider may be required to provide the GLA with additional information as requested from time to time.

## 15 Contract extension and Optional Services

- 15.1 The service provider may be required to provide the GLA with additional information as requested from time to time.
- 15.2 Additional funding may be available for this service from government funding as well as from internal GLA funding, subject to budget allocation. Therefore, GLA is proposing to issue this contract with the options to extend or expand the service.
- 15.3 The contract contains three types of option. (a) extensions of the term; (b) Specific Optional Services, which are described below and priced in accordance with the relevant part of Schedule 4 (Charges); and (c) the General Optional Services, which are described below and priced in accordance with the relevant part of Schedule 4 (Charges).
- 15.4 For Specific and General Optional Services, the option can be executed at any point from the commencement of the contract on 1st April 2024, for periods of up to 12 months, ending no later than 31st March 2029. The price for these options will be fixed until 31 March 2026 at the price initially agreed. At the end of Year 2 and Year 3 of the contract (subject to extension), the service provider does have the right to request an inflationary increase in the price of this element, however the GLA reserves its right to decline an such request in its absolute and unfettered discretion.

## 16 Contract extension

- 16.1 There are provisions for the extension of the core services by up to two years. The funding of any extension of the core services (i.e. service continuity) would be based on the full annual costs for these services, as indicted by the supplier in the pricing schedule. The exercise of the option to extend the term of the contract would be subject to funding, budgetary allowances and need.

## 17 Specific Optional Services

### **SWEP**

- 17.1 The service provider may be required to provide additional support during severe weather. The Severe Weather Emergency Protocol (SWEP) is an emergency humanitarian response to severe weather conditions. Since winter 2017-18 and summer 2022-23, the GLA has provided guidance to London's councils regarding their SWEP plans and funded pan-London 'overflow' provision to support boroughs to meet the demand for emergency accommodation.
- 17.2 Should this option be exercised, the service provider would be required to mobilise a pan-London overflow SWEP response in response to severe cold weather or extreme heat. This includes delivering emergency SWEP accommodation, providing a SWEP duty system to manage referrals from outreach teams and providing situational reports to GLA officers on a daily basis.

- 17.3 There should be sufficient staffing to ensure that people in pan-London overflow accommodation are kept safe and well, and the provision operates in line with the Mayor's 'In for Good' principle. This means that everyone is offered an assessment of their needs and circumstances, which aims to identify a suitable move-on option. The goal is to help maximise the number of people for whom a SWEP stay facilitates a longer-term route out of rough sleeping.
- 17.4 When providing costings for delivering this work, the provider should consider both resourcing and client related costs during the winter period 1 December – 31 March and summer period 1 June – 30 September.

#### ***Cold weather SWEP***

- 17.5 Cold weather SWEP is activated when the temperature is forecast to fall to 0°C anywhere in London. Over the last five years, SWEP has been activated for an average of 22 nights over the course of the winter.
- 17.6 Costs should be provided on the assumption of **35 nights** of SWEP activation over the course of the winter and the final price will be adjusted proportionally on any variation (up or down) from this.
- 17.7 During periods of winter SWEP activation and dependent on need/demand, the GLA will require the service provider to provide up to 80 additional emergency communal sleeping spaces on any given night. It's suggested that this would likely be achieved through a combination of increasing the maximum capacity of the hubs, utilising communal spaces at the staging posts and/or providing additional spaces at any other sites. Any available staging post voids may also need to be used for people for whom shared sleeping arrangements are not appropriate.
- 17.8 In the event that the GLA wishes for additional single-occupancy accommodation to be used to replace some or all of the 80 communal sleeping spaces (for example, due to the current public health advice at the time), this accommodation will be funded by the GLA, with the service provider arranging the support.
- 17.9 The SWEP duty line should be operational 24/7 whilst cold weather SWEP is activated and a person's proximity to each site and their individual needs will be considered when allocating bedspaces to maximise uptake of the SWEP offer.

#### ***Heat SWEP***

- 17.10 Heat SWEP is activated when the UK Health and Security Agency (UKHSA) issues an Amber or Red Heat Health alert. 2023 is the first summer which the UKHSA has operated the new Heat Health alert system, so it is not possible to provide an indication of the past frequency Amber or Red alert. UKSHA has indicated to the GLA that this is likely to be triggered when forecasted temperatures in London approach 32°C – but that an alert could be issued due to a range of factors. As of 14<sup>th</sup> July, no Amber or Red alert had been issued in the summer of 2023.



- 17.11 Costs should be provided on the assumption of **10 nights** of SWEP activation over the course of the summer and the final price will be adjusted proportionally on any variation (up or down) from this.
- 17.12 During periods of Heat SWEP activation, the GLA will require the service provider to make available any current staging post voids to referrals to overflow SWEP. Dependent on need/demand, this service provider will also need to provide up to 20 additional emergency communal sleeping spaces on any given night.
- 17.13 In the event that the GLA wishes for additional single-occupancy accommodation to be used to replace some or all of the 20 communal sleeping spaces (for example, due to the current public health advice), this accommodation will be funded by the GLA, with the service provider arranging the support.
- 17.14 The SWEP duty line should be operational between 8am and 8pm whilst Heat SWEP is activated.

### **Extend Service Enhancements**

- 17.15 Currently, the NSNO service is part-funded through the Mayor's rough sleeping budget and part-funded by central Government's Rough Sleeping Initiative (RSI) programme. At the time of issuing the tender, RSI funding for the service is only confirmed until 31 March 2025. Therefore, the specification stipulates an enhanced model, which will be in place in Year 1 of the contract and a core model, which will be in place in Years 2 and 3.
- 17.16 This option will extend the enhanced model from 01 April 2025 should further government funding be granted. It could be extended up until March 2029.
- 17.17 Under this option, the service provider will operate one additional hub and a minimum of 70 additional staging post beds. From these sites, the service provider shall deliver the service to the same specification as the core part of the service.

## **18 General Options**

### **Expand Staging Post accommodation, an additional hub or a floating hub**

- 18.1 In the pricing schedule, organisations should submit their costed price per annum for additional single occupancy rooms, an additional fixed hub and provision of a floating hub. This option could be executed for additional staging post beds and/or an additional hub and/or provision of a floating hub.
- 18.2 Where the Optional Service is required for less than 12 months, the monthly cost would be based upon a twelfth of the annual price. A minimum of 10 units will be contracted for staging post beds. The service provider should assume the bed spaces will accommodate people with medium to high support needs.
- 18.3 This option will increase the number of staging post beds and/or hubs (including a floating hub), in the event of further funding to increase immediate routes off the street (e.g. due to future Government funded programmes.)



- 18.4 For the additional static hub and staging post bedspaces, the service provider shall deliver an assessment and rapid move-on service in sites to the same standard as that which is expected in the service delivered as part of the core service and to the property specifications defined in Section 4.
- 18.5 For the floating hub, the service provider shall deliver the same standard of assessment and rapid move-on service as in the other hubs, but do not need to provide/fund the site for the service. The building will be provided by the local authority or sub-region, in which it is located, at any given time.
- 18.6 The floating hub would operate for time-limited periods in one particular location, before moving to another area where there is also identified need for the service. The GLA will lead on working with local authorities and housing sub-regions to identify suitable sites and future locations for the service, but may require input from the service provider to assess the suitability of a possible building.
- 18.7 Depending on the size of a particular site, the service provider may be required to support more people at any given time than in the static hubs (up to a maximum of 25). The other requirements for the delivery of the hub are the same as those for the fixed hubs.
- 18.8 The purpose of the floating hub will be to improve access in particular areas to the specialist assessment and move-on support provided by NSNO. It may also look to address particular needs and challenges in these areas, which could include introducing greater flexibility in the eligibility criteria for outreach referrals into the hub and/or limiting referrals to people sleeping rough in certain boroughs or from particular cohorts.

## 19 Schedule of Appendices

Appendix A – GLA Generic Data Sharing Agreement Template
Appendix B – Rough Sleeping Services Information Governance and Data Protection Policy
Appendix C – NSNO Activity Data 2022/23
Appendix D – Draft Performance Targets 2024/25
Appendix E - GLA Rough Sleeper Services Safeguarding and Serious Incidents Policy
Appendix F - NSNO Quarterly Financial Monitoring Template
Appendix G – NSNO Quarterly Staffing Delivery Template
Appendix H - NSNO TUPE information
Appendix I – Spring Gardens Hub Heads of Terms
Appendix J – Spring Gardens Staging Post Heads of Terms
Appendix K – Mare Street Hub Heads of Terms
Appendix L – Spring Gardens Ground Floor Plan
Appendix M – Spring Gardens First Floor Plan
Appendix N – Spring Gardens Second Floor Plan
Appendix O – Mare Street Floor Plan