

Life off the Streets

Rough Sleeping Accommodation Programme/Move On Programme

Guidelines for delivering support to former rough sleepers

1 Support needs

- 1.1 Everyone moving into the properties will require support to maintain their tenancies and subsequently move on, as appropriate. While their support needs will vary in type, intensity and complexity, in broad terms, most new tenants would be unlikely to manage a tenancy in the community without the additional support offered.
- 1.2 The level of each service user's support needs (high, medium or low) will be defined using Clearing House assessment tools at the point of referral to the Clearing House waiting list, and will be communicated to the service provider at the point of nomination.
- 1.3 Once a year, all service users' level of support needs will be reassessed by the support provider, using the Clearing House assessment tool.
- 1.4 The level of support need should not dictate the type of support delivered by the service provider. This should be individually tailored to each service user's specific needs.
- 1.5 The service provider's support will address a range of needs, either directly or by accessing and engaging specialist services. These will include:
 - substance misuse
 - mental health
 - physical health
 - learning disabilities
 - physical disabilities
 - entering and maintaining employment, training or education
 - accessing mainstream support services
 - financial living skills, debt or other problems related to income
 - social or daily living skills needed to manage an independent tenancy
 - social inclusion.
- 1.6 The Clearing House will assess everyone moving into the properties to determine the level of support they will require (see 4.1 for further detail). This will require the service provider to work in partnership with the Clearing House to agree the assessment, and to discuss anyone where there is a disagreement. Any disputes that cannot be resolved at service level will be discussed with the GLA's Rough Sleeping Team.

2 Outcomes, outputs and activity

- 2.1 The service provider will ensure that all service users are supported:
 - to manage the transition from rough sleeping or hostel living into maintaining their own tenancy, avoiding any negative impacts on their neighbourhood
 - to live as independently as possible while in that tenancy

- in due course and where appropriate, move on to more suitable accommodation, such as general needs social housing or private rented sector accommodation.
- 2.2 The service provider will develop different service offers for service users in the medium and low support need groups. The expected outcomes will differ according to the level of a service user's support needs, as follows:

low support needs:

- maintenance of their tenancy
- debt free
- sustained employment beyond 12 months
- achieve educational qualifications
- move-on

medium support needs:

- maintenance of their tenancy
- debt free
- engagement with treatment, ETE, volunteering or meaningful activity
- support needs reduced to 'low', where possible
- move-on, if this is a realistic option given the level of needs.

Range of support

- 2.3 The service provider will support all residents by enabling and encouraging them to access the range of support outlined above.
- 2.4 The service provider will work with new tenants and their referring service to make all practical arrangements for the establishment of the tenancy (e.g. benefit claims, setting up utilities, getting to know local area, equipping/furnishing the flat, registering with GP).
- 2.5 The service provider will deliver support in a variety of modes and settings, dependent on the needs of individual service users. However, the minimum frequency of in-person contact with service users will be monthly and should include home visits.
- 2.6 Support will be provided to tenants for as long as they are assessed by the service provider as requiring it and hold a tenancy in the designated property. Once people move on, they should also be provided with short-term support in their new home (2.16).
- 2.7 Tenancies will, in the main, be offered as a two-year fixed term assured shorthold tenancy, which may be extended. The service provider will assess, through regular review of the service user's support needs, that the service user continues to require the support, or the level of support, provided.
- 2.8 The service provider is expected to employ a suitably qualified staffing team to support service users with needs around substance misuse, mental health and offending (either directly or by accessing specialist services). The team will also need to provide specialist move on and employment support. Where appropriate the provider is encouraged to make use of volunteers and peer support workers.
- 2.9 The service provider will provide support for low and medium support needs service users to find and sustain full-time or part-time employment, and volunteering opportunities.

- 2.10 The service provider will ensure financial inclusion (e.g. tenants to have a bank/credit union/other accounts that allows service users to save and access monies) and digital inclusion (e.g. set up of service user email address) of service users.
- 2.11 The service provider will develop adequate and varied communication methods to ensure service user engagement through face-to-face contact, telephone calls, texts, and emails. Regular general communications with service users, for example via a newsletter, should be developed.

Moving on

- 2.12 An important part of the role of the service provider will be preparing, encouraging and motivating tenants to consider how and when they will be able to move on from the properties into non-supported accommodation (often in the private rented sector).
- 2.13 The service provider will assist move on from the properties for people who no longer require support. This should be a key focus for the service and work alongside ETE outcomes. A definition of 'positive moves' and target number and proportion of all moves will be provided and will focus on low and medium support need service users.
- 2.14 The service provider will ensure that the discussion of, and preparation for, move on is an integral part of the support planning process and that tenancies are reviewed at the appropriate times to identify both a need and an opportunity to begin the process of move on with a tenant.
- 2.15 The service provider should manage service user expectations and prepare service users for a move into independent accommodation, including the private rented sector, or other types of supported accommodation if this is appropriate.
- 2.16 The service provider will provide adequate post-move on support for a minimum of four weeks for low support needs service users and three months for medium support needs service users after the person has moved out of their Clearing House property. Service user expectations should be managed for when support is withdrawn. If it is expected that support may be required for a longer period then it is the responsibility of the service provider to support the tenant to access a relevant service or otherwise put this in place prior to the move.
- 2.17 Post-move on support will focus on ensuring the success of a positive move-on, and is likely to include activities such as setting up of utilities, transition of care and support arrangements, and signposting to social inclusion options.
- 2.18 The provider must ensure that pre-move on support (i.e. preparation of a service user for a move to independent living) includes establishing the service user's relationship with their future landlord, sourcing of necessary furnishings, and consideration of options for rent deposits.
- 2.19 The provider will contact service users six and twelve months after a positive move out of the service and record outcomes data, to improve longitudinal data collection for this group.
- 2.20 The service provider should also form links with the private rented sector, the relevant local authority housing departments, and all relevant partners and agencies in order to maximise the number of move-on places they are able to obtain.

Service provision

- 2.21 The service provider will, as far as possible, prevent people from returning to rough sleeping while they are accommodated.
- 2.22 Every tenant supported by the service provider will have a named caseworker and arrangements for cover in the absence of that worker will be made.
- 2.23 The service provider will advocate for tenants with housing providers around preventing tenancy loss, work with housing providers in dealing with anti-social behaviour affecting tenants (or caused by tenants) and advocate for tenants with housing providers to ensure that any maintenance issues are dealt with.
- 2.24 The service provider will arrange access to interpreting services, where necessary, and ensure that those tenants with special communication needs are able to access the support they need to make full use of the service offered.
- 2.25 The service provider will ensure that tenants are supported to maintain and maximise income and deal with any issues around debts and financial inclusion.
- 2.26 The service provider should endeavour to meet tenants no less than monthly and no less than quarterly in their home unless it is not safe to do so. This will allow the service provider to gain a fuller sense of how well the tenant is managing their accommodation.
- 2.27 The service provider will review the support needs of the service user six months before the scheduled end of the fixed term tenancy. Where a support need continues to exist the service provider will work with the housing provider to arrange the extension of the tenancy for an appropriate period of time (six months, one year or two years), depending on the level of support need. The service provider will inform the Clearing House of tenancy extensions in a timely manner.
- 2.28 Where a support need no longer exists or is likely to be resolved within the next six months the service provider will recommend that the service user's tenancy is not extended, or is extended only for six months, so that the property may be allocated to someone else in need of it.
- 2.29 Where the decision has been made that a service user's tenancy should not be extended the service provider will work with the service user in accessing move on options and with the housing provider to bring the tenancy to an end.
- 2.30 If the service provider has reason to believe that a property is being sublet, they should report this information immediately to the housing provider and Clearing House. Reasons to suspect a property of being sublet would include:
 - a different tenant residing in the property when visited by the service provider
 - a different tenant consistently answering the tenant's landline telephone
 - mail from the service provider to the service user is returned to sender
 - the service provider receives reports from neighbours or other support workers.

Partnership engagement

- 2.31 In partnership with the Clearing House, the service provider will work with large hostels and other referring agencies within the geographical area covered to ensure that they understand the support on offer and make more appropriate referrals.
- 2.32 The service provider will attend property viewings and support potential service users during the nomination, viewing and landlord interview process, to ensure that the nomination is appropriate and the correct form of tenure is offered to the individual.
- 2.33 The service provider will meet regularly with the housing provider (or where they are the same organisation, the relevant parts of that organization will meet regularly), to: share information about any difficulties being experienced with tenants, blocks or areas, build a good relationship and discuss performance and tenure issues. Where difficulties exist in relationships with housing providers, the service provider should seek to deal with this locally by involving more senior managers on both sides. If difficulties persist after these discussions have taken place, the Clearing House should be informed and more serious issues should be raised with GLA during grant monitoring meetings.
- 2.34 The service provider should develop and maintain strong working links with the borough within which each tenant is housed so that tenants can be supported to make use of local community organisations, other support agencies and appropriate statutory services.
- 2.35 The service provider should work in partnership with statutory and voluntary sector organisations in order to provide more comprehensive and effective support to service users by facilitating access to these services.
- 2.36 The service provider should work closely with Adult Social Care services, Children and Families services, Health services, Probation, substance misuse agencies, Housing Services, JCP, employment agencies and health care partners across London in assessing needs and risk, in developing support plans and attending case conferences.
- 2.37 Specifically, the service provider manager(s) must commit time to attend partnership forums with housing associations, the Clearing House and the GLA.
- 2.38 The service provider should also, where appropriate, and with regard to the GLA's Rough Sleeper Services Information Sharing Protocol, work in partnership with the police and anti-social behaviour teams.
- 2.39 All properties will be offered by housing providers on two-year fixed term tenancies, unless otherwise expressly agreed by the GLA. The service provider should work with housing providers to ensure that tenancies are appropriately issued.

Staffing

- 2.40 The service provider will ensure that staff are available to provide the support service during normal office hours (9am-5pm, Monday to Friday) and that arrangements are in place to provide out of hours cover for tenants in an emergency at all other times (i.e. a duty line to which service users have access).
- 2.41 The service provider will ensure that there will also be sufficient staff to provide a limited evening and weekend service (one evening per week and/or one weekend day per fortnight maximum) to enable access by tenants who cannot legitimately access support at other times (for example, those working full-time). It is expected that this additional

cover will be provided by exception and that tenants will be encouraged to plan their time so that they can access the service during office hours where possible.

- 2.42 The service provider will operate a duty system during office hours so that, in addition to visiting/planned support, tenants are able to access advice and support at other times and any emergencies can be appropriately responded to.
- 2.43 The service provider will ensure that a safe and practical lone working policy is in place and clearly understood.
- 2.44 The service provider will provide accessible fit for purpose office bases in locations that make sense given the boroughs it covers. These need not be the service's main office, or offices used exclusively by the service provider, but they should be appropriate environments for service users with rough sleeping histories and complex support needs to visit safely and feel comfortable in doing so.
- 2.45 The service provider will need to manage staffing resources and staff caseloads so as to manage the changing numbers of tenants requiring support. The numbers will change as service users move on and new people are referred.

Monitoring and record keeping

- 2.46 The service provider will ensure that appropriate systems are in place to allow for complete and accurate record-keeping, including referrals, casework, partnership work, and outcomes. The service provider will also ensure that staff are suitably trained to complete recording.
- 2.47 In addition to the use of internal recording systems, the service provider will use the Clearing House system to record key information and to complete quarterly monitoring reports and support need assessments.
- 2.48 Quarterly and annual reports including the total number of service users worked with, move-on and tenancy end reports, demographics and service outputs will be provided in partnership with Clearing House.
- 2.49 To ensure good quality service delivery and ongoing service improvement, the provider will conduct surveys and feedback requests at service entry and exit to improve qualitative data collection of the service.
- 2.50 The service provider will be monitored regarding the activity specified above, and will be required to report to the GLA according to the criteria specified in section 9, against agreed KPIs and targets and supported by evidence as agreed.

3 Access and eligibility, referral and support planning

Access and referral

- 3.1 All referrals to this service will come via the Clearing House. As part of their assessment, they will categorise applicants as having either medium or low support needs.
- 3.2 All service users will be offered an assessment by the service provider, with the expectation that a support service will be offered in the vast majority of cases. In the unlikely event that an inappropriate referral has been made from the Clearing House,

such as the service user presenting an unmanageable risk, new information coming to light during the service provider's assessment, or the placement at a specific property being unsuitable, the referral may be rejected following discussion with Clearing House.

- 3.3 Referrals will be made electronically via the Clearing House online system and the service provider will need a process to ensure that they are effectively responded to within 72 hours.
- 3.4 The service provider should, as far as possible, ensure that those services using or seeking to use the service (such as hostels, and refuges) have a clear understanding of the referral criteria and know how to make a referral. Referrals to the Clearing House will be made from partners such as hostels and outreach teams, and from the Clearing House to the service provider. Referral decisions made by the service provider (i.e. to not accept a person thought suitable by the Clearing House) must be transparent and will be monitored by the GLA. The service provider must ensure – and be able to demonstrate – that individuals are not unfairly treated as a result of any protected characteristic.
- 3.5 Service users should be informed of the expectations regarding eventual move-on before signing a tenancy agreement.
- 3.6 Every potential service user will be given an initial needs and risk assessment before being made an offer of support. The needs assessment will ensure that the service can provide the necessary level and appropriate type of support for the service user and the risk assessment will ensure that the health and safety of the potential service user, staff and the local community is protected.
- 3.7 New service users will be nominated by Clearing House and expected to attend a viewing, and often an interview, with the potential housing provider. It is expected that, where possible, the service provider will meet with the potential tenant, prior to the housing provider interview where possible, in order to introduce them to the service and begin the move-in process. This is to take place within five working days of the nomination to ensure a quick turnaround from nomination to moving in. From the point at which the service provider accepts the referral, the service provider is expected to be the lead agency for the service user.
- 3.8 The service provider should make a demonstrable effort to come up with a support plan for challenging service users. However, if, in exceptional circumstances, it is not possible for the service provider to safely support a service user or if the service user's needs make it unlikely that they would be able to manage the tenancy (or an absence of needs means that the referral does not meet the eligibility criteria) then a refusal is acceptable but a full explanation of the reasons for refusal must be offered.
- 3.9 The service provider is expected to have a fair, robust and transparent appeals process to be available in cases of refusal of service.
- 3.10 The service provider will have access to the assessments undertaken when the service user joined the Clearing House waiting list and these can be used to inform their own assessments.

Full assessments

- 3.11 Following acceptance onto the caseload of the service provider, the service provider will enhance the needs and risk assessments completed during referral by completing a more detailed assessment. These assessments should feed into the support planning process.
- 3.12 The service user must be involved in her/his own support needs assessment, along with any other organisations that may be involved (e.g. social services, GP, probation, carer, etc).
- 3.13 The aim of the needs assessment should be to identify how to meet those needs that prevent the service user from being able to maintain a tenancy without support. The service provider will make use of appropriate assessment tools to achieve an accurate assessment and produce an appropriate support plan.
- 3.14 Each service user should have a full support needs assessment completed within two weeks and a support plan in place within four weeks of being accepted onto the service provider's caseload.
- 3.15 Support needs assessments, risk assessments and support plans should be updated at least every six months, or whenever there are substantial changes to a service user's support needs, environment, or available support services.
- 3.16 The aim of the risk assessment is to assure the safety of the service user being worked with, gain the benefits of a safer working environment for staff, protect neighbourhoods from any anti-social behaviour and reduce the possibility of negative outcomes for service users.
- 3.17 The risk assessment should:
- identify risk issues for each service user and/or those coming into contact with that service user
 - identify the hazard from each risk issue, who is at risk and the possible harms
 - decide on a course of action for each identified risk and prioritise it
 - have access to information and pass the information on to others if necessary, having regard to issues of data protection and confidentiality
 - be clear about responsibilities for managing identified risks
 - develop and review strategies to reduce identified risk.
- 3.18 The service provider is required to regularly review and update the risk assessment for each service user at least once every six months. However, if the service user's needs or circumstances change significantly in the interim the service provider is required to review and update the risk assessment immediately, and inform the Clearing House.
- 3.19 If the risk assessment identifies any risks to the service provider's staff or others (including members of the public and other service users) then appropriate steps should be taken to manage the risk via a written risk management plan. If necessary, the service provider should discuss how to manage any such risks with the GLA.
- 3.20 An initial risk assessment should be completed within one week of the service user moving in to the new property.

Support planning

- 3.21 Support planning will follow on from the support needs and risk assessments conducted as part of the referral and detailed assessment processes. The staff member leading on the delivery of the support plan must be clearly identified by the service provider with arrangements put in place for cover if they are ever absent.
- 3.22 A support plan must be agreed with the service user within seven days of first contact.
- 3.23 The support plan should set out the activities that will be undertaken to enable the service user to sustain their tenancy and move towards being able to manage their tenancy without support. The content and coverage of the support plan should be determined by the service provider with this in mind.
- 3.24 The support plan must be recorded in writing or electronically and signed and dated by the relevant support worker. The service user should be offered a copy of the support plan and, where appropriate, sign it off.
- 3.25 The support plan should be regularly reviewed, at least once every six months, to take account of the changing needs and circumstances of the service user. Any significant changes to the plan must be recorded in writing and dated by the support worker.
- 3.26 Support plans should include SMART (specific, measurable, achievable, realistic and time-bound), outcome-based targets for service users and should be linked to the outcome of ensuring that a rough sleeper is able to sustainably leave the streets.

Support co-ordination

- 3.27 The service provider will take responsibility for building networks of support around the service user from local statutory and voluntary organisations. The service provider will lead in organising case conferences, ensuring the attendance of key agencies (e.g. mental health teams, local authorities, Probation, substance misuse agencies, etc.) and keeping notes of the meetings and progressing agreed follow up work.
- 3.28 In order to maintain the links with and cooperation of local services which will be required in order for the service provider to offer its service users access to a wider network of support the service provider will be responsive to concerns, issues and enquiries raised by partners and proactively manage the relationship with them.
- 3.29 Difficulties co-ordinating support in this way in any local authority area should be brought to the attention of the GLA who may be able to assist with brokering relationships.

4 Workforce

Staffing

- 4.1 The service provider will at all times ensure sufficient and specified numbers of staff are available to deliver the service throughout the year.

- 4.2 The service provider will ensure that those employed have the appropriate skills, qualifications and competencies to deliver a quality service to tenants with a rough sleeping background who will have a range of additional support needs.
- 4.3 The service provider will ensure that staff are properly supported, supervised and trained.
- 4.4 The service provider will ensure that all staff are paid the minimum of the London Living Wage.
- 4.5 The service provider will be expected to be actively taking steps to employ a proportion of former service users in the delivery of the service.
- 4.6 The service provider will be responsible for all employment issues and will ensure that they:
- comply with any legislation prohibiting discrimination in any form
 - carry out DBS checks, and other appropriate vetting procedures, in advance of the engagement of relevant staff under the service
 - ensure that staff are not on the Safeguarding Vulnerable Adults /Safeguarding Children register
 - ensure that a minimum of two written references, one of which is from the last employer, is obtained and that the person is legally entitled to work in the UK.
- 4.7 As well as all appropriate professional training, all staff (including management) must be trained in:
- safeguarding children (Children Act 2004)
 - safeguarding vulnerable adults (Safeguarding Vulnerable Groups Act 2006)
 - risk management
 - information governance and data protection
 - health and safety
 - equal opportunities and diversity.

Conduct of staff

- 4.8 The service provider shall enforce codes of conduct and disciplinary procedures for its staff.
- 4.9 The service provider shall take appropriate disciplinary action against any person employed by the service provider who transgresses such codes and procedures.
- 4.10 The service provider shall inform the 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.
- 4.11 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).

5 Governance

5.1 The service provider will ensure that the service is delivered in compliance with the relevant legislation, including the following list which 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
- 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 2004
- Freedom of Information Act 2000

5.2 The service provider will have a range of policies and procedures in place, including but not limited to:

- complaints
- appeals
- data protection and information sharing
- health and safety
- staff appraisal, supervision, induction, training
- staff grievance, disciplinary and capability
- recruitment
- lone working
- managing conflict
- bullying/harassment/whistle blowing
- safeguarding
- incident reporting, including RIDDOR
- confidentiality
- service user involvement/consultation
- assessment and support planning
- equality and diversity.

5.3 The service provider will have a written business continuity plan.

6 Grant monitoring and performance management

6.1 The service provider will ensure that all required information about service users is entered onto the Clearing House system in a timely manner.

6.2 The service provider will be required to submit performance management information, supporting evidence and financial statements in advance of regular grant monitoring meetings.

- 6.3 Grant monitoring meetings will be held quarterly – but the GLA may vary the frequency of these meetings at any time. During the first year of the grant monitoring meetings may be held on a monthly basis if the GLA deems this to be appropriate.
- 6.4 The service providers will be required to submit performance management information and supporting evidence within fourteen calendar days of the end of the quarter (or the revised reporting period if this has been varied). Grant monitoring meetings will occur within 6 weeks of this date.
- 6.5 The GLA may also request performance management information outside of these times. These requests must be responded to within fourteen calendar days.
- 6.6 Performance management and monitoring information may be submitted in an agreed format. Performance management information must be submitted together with supporting evidence as agreed.
- 6.7 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.
- 6.8 It is expected that all information supplied will be complete and accurate.
- 6.9 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.
- 6.10 It will be a requirement that the appropriate level of senior management will attend grant monitoring meetings. As a minimum the service manager and a member of senior management will attend.
- 6.11 Commissioners will have the right to audit all performance management information, supporting evidence and financial statements at any time.

7 Data protection and confidentiality

7.1 Data protection

- 7.1.1 Both the GLA and the provider have a duty to ensure that information held by the service is held securely and used appropriately in line with the General Data Protection Regulation (EU) 2016/679
- 7.1.2 The GLA and the service provider will act as joint data controllers in respect of all personal information collected and recorded through the delivery of the service.
- 7.1.3 The service will be able to satisfy the GLA of its compliance with the standards set out in the GLA's Information Governance and Data Protection Standards at any time.
- 7.1.4 The service (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.

7.1.5 The service will sign up to and comply with the GLA's Rough Sleeper services Information Sharing Protocol.

7.1.6 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
- inform the appropriate people and GLA that the breach has occurred
- review their response and update their information security.

7.2 Record keeping

7.2.1 The service must keep accurate records of the clients using the service and of clients who have previously used the service.

7.2.2 Records may be stored electronically and/or as hard copies but 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 properly how to handle and store records.

7.2.3 The service will ensure that any case management system and other electronic record management system it uses complies with relevant security and data protection standards and that records are regularly backed up.

7.2.4 These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol.

7.2.5 The service will record relevant information on the CHAIN system as standard and will ensure the quality of the data it enters onto CHAIN.

7.2.6 The service will ensure that its staff and any volunteers are properly trained on use of the CHAIN and any other records or case management system it uses.

7.2.7 The service will ensure that users of CHAIN and any other case management system used maintain the security of the systems through not sharing passwords or leaving a record of them in a place easily visible to others.

7.2.8 Generally, and in respect of other records kept by the service, the service provider must have information management policies governing the secure storage of records. These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol.

7.3 Confidentiality

7.3.1 The service must have a 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.

7.3.2 The confidentiality policy must be compatible with the GLA's Rough Sleeper Services Information Sharing Protocol.

7.3.3 Clients and staff 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.

- 7.3.4 Clients 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.
- 7.3.5 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, self-employed workers, consultants or contractors.
- 7.3.6 The procedure must comply with the General Data Protection Regulation (EU) 2016/679 and any contractual requirements. It should also cover accuracy and consistency of record keeping, security of data, information to service users, and consent for disclosure requirements and identify responsible persons.
- 7.3.7 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 confidentiality policy should also cover actions to be taken if a staff member breaches confidentiality by unnecessarily passing on information about a client.

7.4 Whistle blowing

- 7.4.1 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.
- 7.4.2 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.

8 Safeguarding and serious incidents

- 8.1 The service provider shall prepare its own internal guidelines to protect adults, children and young people from abuse.
- 8.2 These guidelines must be consistent with the GLA's Safeguarding and Serious Incidents Policy.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9 Complaints and appeals

- 9.1 The service provider should have a Complaints Policy, which is given to service users at service commencement 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.
- 9.2 The policy should be available to the GLA upon request.
- 9.3 The policy should encourage all forms of service user feedback.
- 9.4 All complaints should be responded to within ten working days.
- 9.5 Complaints should be monitored and regularly reported to the organisation's governing body. Outcomes from complaints should be included within the service provider's quarterly report to the GLA.
- 9.6 The service provider will report to the GLA: the number of complaints and appeals received, the response times and the outcomes during any given grant monitoring period. Any actions or changes to the service provider's processes undertaken as a result of a complaint or suggestion will be included in this report and must be approved by the GLA.
- 9.7 Complaints and appeals should be monitored in such a way that any potential equality issues can be identified.
- 9.8 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.

- 9.9 The provider must adhere to the GLA's Safeguarding and Serious Incidents policy and every complaint or appeal should be assessed against these.
- 9.10 Complaints which pass through the service provider's complaints and appeals process without resolution should be referred to the GLA.

10 Service user involvement and consultation

- 10.1 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 support service they receive.
- 10.2 Service users must be given the following information:
- general health and safety, including emergency procedures
 - 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
 - a copy of their support plan and risk assessment/management plan
 - explanation of whistle blowing and how to make this type of report
 - information on local amenities (social, cultural, faith, leisure), how these can be accessed and how they will be supported to attend.
- 10.3 The service provider will need to demonstrate how they will encourage and support service users to be involved in the decision-making processes regarding the support service they receive.
- 10.4 Service users should be involved in all appropriate decisions that are made about their support, including intensity, frequency of visits and duration of support.
- 10.5 The service provider should be committed to a service model where service users are involved in decisions about staffing, management and governance, for example involvement in recruitment of staff, reasonable choice of key worker and input to staff appraisals.
- 10.6 Service users should be invited to relevant meetings run by the provider.
- 10.7 The service provider should adopt a variety of approaches to user involvement and consultation that may include, but not be limited to:
- service user produced newsletters
 - focus groups based around specific purposes
 - qualitative one to one interviews
 - telephone feedback
 - annual formal service user satisfaction survey.
- 10.8 The service provider will be committed to producing visible follow-up on ideas and proposals from service user involvement.

10.9 However, service users should not be obliged to attend meetings and other events (including social events) organised by the service provider.

11 Communications and intellectual property

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

- service users
- potential service users
- agencies which refer to Clearing House
- key stakeholders – local authority commissioners, street population coordinators
- housing providers
- the Clearing House team.

11.2 The service provider will work with the GLA so that the available marketing materials will reflect local need and include:

- advertise the service available, criteria for referral and what the service is able to offer
- information on induction sessions being offered and how to request a visit.

11.3 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.

11.4 The service provider cannot use material produced as part of the delivery of the service for publicity purposes without the express consent of the GLA.

12 Cessation of support funding

12.1 Where no funding for support is projected to be available after twelve months, an assessment of all tenants' support needs will be made. The GLA, the service provider and the housing provider will work in partnership to develop an exit strategy to ensure that any tenants still requiring support continue to receive it after the end of the twelve-month period (either in their current property or elsewhere).

13 Additional requirements

13.1 The service provider will work in partnership with the housing provider. Where appropriate, this may lead to the development of separate contract arrangements around the housing management function. These arrangements will sit outside of any contract with the GLA, but should protect Clearing House nomination rights to the properties.

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

13.3 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 grant period.