



# **Appendix A1 Specification**

## **CS0011 Provision of Block Contract for Children's Residential Placements**

## Definitions and Abbreviations

The Council	Derbyshire County Council.
Emergency Placement	A placement required on the same day.
Child / Children	Child or Young Person / Children or Young People.
CSE	Child Sexual Exploitation.
IPA	Individual Placement Agreement.
ICB	Integrated Care Board.
KPI	Key Performance Indicator.
OFSTED	Office for Standards in Education, Children's Services and Skills.
Service Provider	Organisation who is awarded a contract.
PEP	Personal Education Plans.
SGO	Special Guardianship Order.
Standard Placement	Placement of between 12 weeks and 1 year.
Short Term Placement	Placement of less than 12 weeks.
Long Term Placement	Placement of 1 year or more.
Registered Manager	Registered Manager of the home (as defined by Ofsted).
Responsible Individuals	Responsible Individuals of the service/organisation (as defined by Ofsted).
Supervisor	Staff member with responsibility for the supervision of other staff members.
Staff	Staff who work within the residential setting, whether directly or in directly with the child.
Care Team	Team around the child, this could include but is not limited to the service providers staff and social care staff.
IRO	Independent reviewing officer.
Requirement A	Six placements across a service.
Requirement B	A two or three bed residential home.
Requirement C	A two bedded complex children's home.
Requirement D	A three-bed residential home to offer short breaks for children with disabilities.
Requirements A-C	Six placements across a service; A two or three bed residential home; and A two bedded complex children's home.
Requirements A-D	Six placements across a service; A two or three bed residential home; A two bedded complex children's home; and A three-bed residential home to offer short breaks for children with disabilities.

# Specification

## Introduction

### **Background to local area and population need:**

Derbyshire lies in the centre of England and forms the north-west part of the East Midlands region. The county is a place of geographical and social contrasts with more densely populated areas in the east and more rural, sparsely populated areas in the south, west and north. Pockets of deprivation has contributed to a number of inequalities in the region.

As of 2020 the total population of Derbyshire was 807,183, with 17.1% (137,780) being under the age of 16. The number children in care fluctuates from day to day however in October 2022 this figure reached 1000.

The Council seeks to commission services from Service Providers, who are OFSTED registered for the supply of children's residential homes, which shall ideally be within Derbyshire's boundaries.

*To enable the Council to advise Tenderers if a location outside of Derbyshire would be deemed to be acceptable, Tenderers should communicate the proposed location to the Council through the Questions & Answers process.*

This Service will assist the Council improve the availability of suitable children's home placements at the right time and right location, delivering the right support for Derbyshire's Children.

### **Overview of Service Requirement**

Derbyshire County Council (the Council) seeks to commission a small number of residential children's homes which offer high quality care and excellent outcomes for children in care.

The number of children who live in care is rising nationally, with Derbyshire being no exception, having seen an increase of 25% during the last four years. Rates of children entering care continue to rise year on year, having increased considerably since 2020.

Residential care is not the most appropriate option for many children in care, with fostering and connected care being a better option for most. However, where children's needs are best met by a residential home it is better if that home is local to them and well connected with the Child's team of professionals and related networks.

The Council has a statutory duty to provide sufficient and suitable accommodation for children in care and to improve outcomes for this vulnerable group of children. There are several children's residential homes managed by the Council, however in 2022 this met approximately 25% of the Derbyshire's requirements with the Council commissioning approximately 75% through external Service Providers.

There are also high numbers of disabled children who require overnight short breaks in a suitably registered and regulated setting, and the existing service offer is not currently meeting the demand.

### **Service Offer**

The service offer shall include the following requirements:

- **Six placements across a service.**

These placements shall be standard residential placements and are intended to be long-term placements (1 year or more).

- **A two or three bed residential home**

This is a provision which can be used to place one or more children, to support those with additional needs or to use for shorter-term placements.

- **A two bedded complex children's home**

This is a provision placing one child or two children, to support those with complex needs.

- **A three-bed residential home to offer short breaks for children with disabilities.**

These placements aim to offer short break accommodation for children. the average usage per child would be 24 nights per year, and this should therefore be able to offer this service for up to 45 children per year.

## **Delivery models**

### **Standard delivery model**

The Council believes that in respect of interoperability, economies of scale, contract management and flexibility of resources, the optimum service delivery model would be for a single provider to deliver all the requirements.

- Standard delivery model

- Delivery of requirements A to D

### **Variant delivery models**

It is understood that there may be a limited number of providers in the market that will be able to meet all the requirements in the geographical area of Derbyshire, therefore within this tendering process there are options for tenderers to submit variant bids based on the models as set out below:

- Variant delivery model 1

- Lot V1(a-c) - Delivery of requirements A to C
- Lot V1(d) - Delivery of requirement D

- Variant delivery model 2

- Lot V2(a) - Delivery of requirement A
- Lot V2(b) - Delivery of requirement B
- Lot V2(c) - Delivery of requirement C
- Lot V2(d) - Delivery of requirement D

### **Creative and Innovative Solutions:**

It is anticipated that there may need to be elements of flexibility in order to fully deliver these requirements in Derbyshire and the Council welcomes creative and innovative solutions for increasing capacity of residential homes and meeting the requirements set out in this specification.

*To enable the Council to advise Tenderers if a creative and innovative solution (that varies from the service offers outlined above) would be assessed to meet the core requirement (of a*

*Delivery Model, Lot or Lots) and would be acceptable, Tenderers should communicate the proposal to the Council through the Questions & Answers process providing an outline of the proposed solution.*

## Part 1 - Aims and Objectives

### 1.1 Aims and principles:

- 1.1.1 The central aim of all requirements is to provide children with high quality residential care, placement stability and a place to call home.

#### For children to:

- 1.1.2 be happy, healthy and heard;
- 1.1.3 be safe, cared for and achieve their individual outcomes;
- 1.1.4 have good physical and emotional wellbeing and access to appropriate education, leisure and social activities, being supported in preparation for adulthood; and
- 1.1.5 make a positive contribution, develop, thrive and fulfil their potential.

#### For the Council to:

- 1.1.6 develop homes and services which exceed the Children's Homes (England) Regulations 2015;
- 1.1.7 increase capacity in the Derbyshire area to improve the availability of suitable children's home placements at the right time and right location, delivering the right support for Derbyshire's Children;
- 1.1.8 develop positive relationships with external Service Providers to ensure that we can deliver 'Good' and 'Outstanding' care for our children.
- 1.1.9 improve the collaboration between the Council and external Service Providers to create sufficient and sustainable homes for our children;
- 1.1.10 work in collaboration with the Council's inhouse residential and fostering services, commissioning and social work teams; and
- 1.1.11 further strengthen the relationship with external Service Providers by increased engagement and meaningful contract management.

### 1.2 Objectives

#### The homes shall:

- 1.2.1 ensure that the environment facilitates the delivery of the objectives set out in 2.1.2 – 2.1.5.
- 1.2.2 be underpinned by a model of trauma informed care and staff shall adopt nurturing, PACE informed practice;
- 1.2.3 be safe, secure and high quality, allowing for privacy as well as living spaces to be active and share activities; and

- 1.2.4 provide stability within the placement and as required support a move into independent living, fostering or rehabilitation home, in line with the Child's care plan.

### **The Service**

- 1.2.5 The service shall promote equality, community inclusion and support each child's growing independence.

### **Staff and Managers**

Staff shall:

- 1.2.6 value each individual child, recognising and developing their talents, strengths and capabilities;
- 1.2.7 act as part of a Child's network and work with other professionals, adopting a 'team around the child' approach to an agreed care plan, and help the Child work towards agreed outcomes;
- 1.2.8 support children to understand and maintain their life story narratives;
- 1.2.9 be trained to meet each child's specific or identified needs (additional training may be supported by the Council);

Staff may:

- 1.2.10 be asked to facilitate the maintaining or building of positive relationships between a child and their family where appropriate;
- 1.2.11 be expected to work alongside other external Service Providers to support transition periods from or to the service;

and

- 1.2.12 Managers shall have an excellent oversight of the homes, the needs of the children and the quality and skills of all staff.

## **Part 2 - Service Specific Requirements**

### **2.1 Service Outline**

The Service Provider shall supply the Council with the specified amount of quality, registered children's Residential Care Placements. The Service Provider shall ensure that the Placements shall be compliant with Children's Homes Regulations, National Minimum Standards and be Ofsted judged 'good' or 'outstanding' (with the exception of newly registered provision, which has an initial Ofsted registration).

The service shall operate 365 days per year for 24 hours per day and shall provide same day, short-term and long-term placements as relevant to the specific type of home.

Homes will have an approved Statement of Purpose which recognises the specialism of each Requirement:

#### **2.1.1 Requirement A: Six placements across a service.**

These placements shall be standard residential placements and are intended to be long-term placements (1 year or more). These placements can be delivered

through 'virtual' beds across a service or by allocating a specific home(s) to meet this requirement.

Whilst every effort will be made for these placements to be planned moves for children, there may be some instances where these are used in emergency situations. This shall be avoided wherever possible

The Council is not seeking to Block Contract places within specific homes (under this requirement) and is instead seeking "virtual" places across the Service Provider's whole estate (subject to the minimum number of places within the stated geographical locations). Providers shall be free to optimise occupancy by matching referrals from other commissioners when appropriate

**2.1.2 Requirement B: A two or three bed residential home which can be used as a provision placing one or more children, to support those with additional needs.**

These placements could also be standard residential placements and are intended to be short-term placements (between 12 weeks and 1 year). This provision is aimed to be flexible within the type of placement that can be offered, focussing on children who maybe new into care particularly, where gaining an understanding of them is key, or these may be used as a placement for children where the aim is for reunification back to their family.

Please note: Whilst every effort will be made for these placements to be planned moves for children, there may be some instances where these are used in emergency situations. This shall be avoided wherever possible but are quite likely within this provision.

The Council is seeking to Block Contract these placements within one specific home. The Council shall be open to creative suggestions around this number of placements being within one home. The overall aim being that these are smaller provisions where more therapeutic and assessment-based work can be facilitated to demonstrate a faster rate of progress.

**2.1.3 Requirement C: A two bedded complex children's home placement.**

This is a provision to place one child or two children, to support those with complex needs. These placements shall be specialist residential placements and are intended to be short-term placements (between 12 weeks and 1 year).

This provision shall be very bespoke to the child and shall always aim to support them in living with others in the future, wherever that is possible.

Please note: Whilst every effort will be made for these placements to be planned moves for children, there may be some instances where these are used in emergency situations. This shall be avoided wherever possible but are quite likely within this provision.

**2.1.4 Requirement D: A three bed residential home to offer short breaks for children with disabilities.**

These placements aim to offer short break accommodation for children with disabilities. An average of usage per child would be 24 nights per year and this should therefore be able to offer this service for up to 45 children per year.

Please note: Whilst every effort will be made for these placements to be planned breaks for children, there may be some instances where these are used in emergency situations. This shall be avoided wherever possible.

## 2.2 Service Description: Admissions and matching process

- 2.2.1 Assessments and care plans conducted by the Child's professional network shall identify those who are suitable for the services. Referrals shall be sent to the Service Provider by the Councils Central Placements or Commissioning Team. Where additional information is required, the Service Provider shall request this from the Central Placements Team;
- 2.2.2 The Service Provider shall work with the Council to agree a matching matrix. Whilst the responsibility of referral acceptance remains at the discretion of the Registered Manager. The Service Provider shall work in collaboration to ensure that the Council can make effective and timely placement decisions;
- 2.2.3 Where planned placements are sought the Service Provider shall work in collaboration with the Council to ensure transition plans are timely, safe and effective;
- 2.2.4 In this instance of planned referrals, the Service Provider shall acknowledge and respond to referrals within 24 hours. Where an emergency (same day) placement is required, responses shall be within one hour; and
- 2.2.5 To support children's needs, there may be additional services required. Additional services shall be at the discretion of the Council, and wherever possible sourced via the Council's existing commissioning arrangements.
- 2.2.6 The homes planned admission procedures shall incorporate as a minimum:
- The homes registered manager and Child's named key worker to visit the Child's place of residence;
  - At least one introductory visit by the Child to the home, in which the Child shall be introduced to staff members and other children living in the home (where applicable); and
  - Each child shall be given a copy of the homes "children's guide" or "welcome pack."

## 2.3 Service Delivery

- 2.3.1 Throughout the Child's time in the home the Registered Manager and Key Worker shall work to assist the Child's network in progressing their care plan, personal education plan, and as applicable the education, health and care plan and the pathway plan;
- 2.3.2 The care team shall ensure that decisions are centred around the needs of the child, supporting to promote the Child's values, identity, wishes and feelings;
- 2.3.3 The care team must always exercise their duty of care for all children in the home;
- 2.3.4 The Service Provider shall be responsible for the day-to-day monitoring and recording of children's progress whilst in their care;
- 2.3.5 The Service Provider shall maintain its statutory duty to safeguard children from harm by:
- Having high quality policies, procedures, standards of practice and operational principles and values;



- Ensuring there are effective safeguarding and whistleblowing procedures and practices;
- Ensuring the home has a culture of listening and being heard, and children are actively involved to participate in decision making in the home;
- Ensuring that all children are treated as individuals with due attention being given to a Child's specific religious, cultural, diversity, or identity needs; and
- Working in partnership with Derby and Derbyshire Safeguarding Partnership and all professionals within the Child's network.

2.3.6 The key worker shall develop a plan with each child which shall identify the overall outcomes as identified in their care plan. This shall include promoting the Child's physical and emotional wellbeing, sense of self-esteem, worth and positive sense of identity;

2.3.7 The care team shall deliver a service which offers flexibility and supports the Child to increase their independence and work towards their long-term goals, with a primary focus on accommodation goals; and

2.3.8 The Service Provider shall:

- promote opportunities to enable children, including those with disabilities, to achieve their full potential;
- provide a safe and supportive environment where children are listened to and encouraged to express their needs, wishes and feelings;
- promote confidence and independence and provide the opportunities, framework and support necessary for children, including those with disabilities, to make their own choices, regards their future and wellbeing;
- develop individual care programmes to meet the needs of each child, and reassess the care programmes as and when their needs and abilities change;
- work in partnership with children, including those in the Council's care their families, colleagues and co-professionals;
- assess and take acceptable risks in order to enable the children to develop to their full potential;
- develop the 'whole' child, intellectually, physically, emotionally, socially, and spiritually;
- provide a safe, caring, stable, yet stimulating and happy environment conducive to thriving;
- promote positive attitudes towards building up children's self-image and feelings of worth, while also instilling respect for others and their property;
- help children to understand, cope with and interact with the world in which they live in, in an autonomous way; and
- offer equality of opportunity.

2.3.9 The Service Provider shall actively involve young people in service delivery and improvement.

## **2.4 Accommodation Requirements**

The homes shall:

2.4.1 be of high quality, a high level of decoration and standards of maintenance.

- 2.4.2 be suitably furnished, feel homely and appealing for children;
- 2.4.3 meet all legal standards and requirements to conform with the regulatory body.
- 2.4.4 ensure the indoor and outdoor area shall receive daily health and safety checks by the care team;
- 2.4.5 include a garden and safe outdoor recreation space; and
- 2.4.6 have adequate private facilities, including reasonably sized private bedrooms. Kitchen, bathroom and leisure areas may be communal.

and the following requirements shall also be met:

- 2.4.7 Children shall have their own room which shall not be changed except where the child has requested this or for safeguarding or health and safety reasons;
- 2.4.8 The short breaks for children with disabilities home shall be suitably adapted and meets the needs of disabled children.  
  
This shall be a specialised living environments designed to meet a wide range of needs (including communication difficulties and in particular Autism and challenging behaviour, as well as a specialist unit for children with profound disabilities) and to enable children and young people to develop to the full; and
- 2.4.9 The location of the homes should be fully considered in terms of potential risk to children and each home shall have a location risk assessment.

## 2.5 Staffing Requirements

- 2.5.1 Staffing including staffing ratios should always be in line with Ofsted regulations, and it is anticipated that the large majority (and ideally all) of the service is delivered by directly employed salaried staff, rather than agency workers:
  - The Service Provider shall be responsible for ensuring there are sufficient staff of the appropriate ability, experience, skill set and qualification; and
  - The Registered Manager shall ensure there is sufficient staff to cover periods of holiday and staff sickness.
- 2.5.2 The Registered Manager and Responsible Individuals shall manage the service and act as Supervisor to residential care staff, and shall be responsible for the selection, training, their professional support, and the administration of the service.
  - All new staff shall receive an induction and enhanced supervision for their first 6 months in employment;
  - Agency staff shall receive an induction when they commence an assignment in a home they have not previously worked in (or if they have not worked in the home for a period of three month or more) and enhanced supervision through the course of their assignments.
- 2.5.3 All staff shall have access to regular supervision and performance monitoring processes should be in place. Qualifications of staff working in homes, including managers shall meet the requirements outlined in Children's Homes Regulations including quality standards Guide 2015 Annex A;
- 2.5.4 The Service Provider shall ensure that robust recruitment processes are in place for staff recruited to deliver the service and that all relevant staff (including volunteers used to deliver service outside of the core service offer) engaged in the delivery of this service have a Disclosure and Barring Service check carried at the

appropriate level, and that it is renewed every three years. The Registered Manager shall be responsible for all aspects of safer recruitment and recruiting managers shall receive Safer Recruitment training;

- 2.5.5 The Service Provider shall ensure that all staff engaged in care delivery are suitably qualified and experienced to deliver their role effectively and evidence that all staff have access to training in order to maintain such qualifications, knowledge, and experience to an appropriate standard;
- 2.5.6 Staff shall be trained in the following as a minimum: Safeguarding Children and Vulnerable Adults, Child Sexual Exploitation (CSE), Child Criminal Exploitation, Missing Children, Health and Safety, Substance and Alcohol Misuse, Sexual Health Awareness, Mental Health Awareness, Ligature Training, Assessment and Support Planning, Trauma Informed Care;
- 2.5.7 Staff shall be well trained and experienced and should be paid a salary which reflects the challenging nature of the work and promotes retention of staff;
- 2.5.8 The Service Provider shall try to retain a consistent staff team and build a workforce that feel confident to challenge inappropriate behaviours;
- 2.5.9 The Service Provider shall aim to match staff skills, knowledge and other attributes to service users' needs and preferences. This shall include a range of skills relevant to engaging with people from different backgrounds and circumstances; and
- 2.5.10 Out of hours and overnight staff shall be appropriately trained to deliver the support and intervention required to safeguard children and prevent escalation of behaviours that would have a significant impact on the Child or others including neighbours.

## **2.6 Keeping Children Safe and Well**

- 2.6.1 The Service Provider shall ensure that they keep up to date with key messages and priorities for the Derby and Derbyshire Safeguarding Childrens Partnership (DDSCP);
- 2.6.2 Care staff shall be trained in de-escalation and physical intervention. There shall be evidence of least restrictive practice and physical intervention shall only be used in accordance with the specific training provided;
- 2.6.3 The Service Provider shall work with the network to meet the child's physical and emotional health needs and support children and young people to access universal and specialist therapeutic services as required. Additional therapeutic interventions shall be sourced at the discretion of the Council and the local Integrated Care Board (ICB); and
- 2.6.4 Where possible children will be supported to accessed mainstream education services. The Service Provider shall contribute to Personal Education Plans (PEP) and support with the social and emotional targets as outlined in the PEP.

## **2.7 Placement Stability**

- 2.7.1 The Council may request placement stability meetings to support young people in placement and ensuring the best care possible is being delivered. These meetings shall review outcomes and monitor any difficulties to ensure stability is maintained as much as possible;

- 2.7.2 The Service Provider shall work with the Council to overcome problems and maintain the Child the accommodation by providing additional support or alternative approaches;
- 2.7.3 No termination of any placement is to take place without there being clear evidence of at least two disruption meetings and time for agreed strategies implemented to be monitored to see if they are effective;
- 2.7.4 Termination of accommodation shall, wherever possible, only be made in accordance with the young person's Pathway Plan and following consultation between the Service Provider and the Council or its agent;
- 2.7.5 Where any of the following apply:
- the Service Provider proposes to discontinue the operation of its business and no arrangements have been made for the transfer of it as a going concern;
  - the behaviour of the young person is so prejudicial to the welfare of other residents, him/herself or the staff, as it would be unreasonable to continue the accommodation; or
  - where there are reasonable grounds to conclude that the young person represents a serious physical danger to staff or to other residents who are living in the accommodation, the Service Provider may, in agreement with the Council or its agent reduce the period of notice to one week;
- The Service Provider shall be required to take all reasonable steps to offer/find alternative accommodation for a young person whose accommodation has been terminated in such circumstances.
- 2.7.6 Notices shall be kept to an absolute minimum and need to be agreed with the Council, and will be subject to a next stage plan being in place;
- 2.7.7 When the Child leaves the care of a Service Provider, at the Service Provider's instigation, the Council shall stop paying the Service Provider with immediate effect;
- 2.7.8 The Council or Service Provider shall give notice in writing of their intention to terminate an Individual Placement Agreement (IPA), if a placement does not finish as expected, after having formally explored and discussed all available options to resolve any difficulties with the placement. This written communication shall clearly justify the decision made; and
- 2.7.9 The Council is not required to give notice if a Child is prevented from remaining at, or returning to, a specific placement due to Police or Court decisions.

## Part 3 - Legislation, Regulations and Guidance

### 3.1 Regulations and Guidance

- 3.1.1 All homes, that are intended to be used as part of the block shall ensure compliance with all applicable legislation, statutes, registration standards, regulations and guidance (including amendments, re-enactments and updates);
- 3.1.2 This shall include, but is not limited to, compliance with Regulation 31(1A) and (1B) of the Children's Homes Regulations, which requires Providers to ensure that premises used for the purpose of a children's home are appropriately and suitably

located, so that children cared for by the home are effectively safeguarded and able to access services to meet the needs identified in their care or placement plans;

- 3.1.3 Service Providers shall review the appropriateness and suitability of the location of the premises at least once in every calendar year.
- 3.1.4 Service Providers shall also follow the Department for Education's 'Advice for children's homes providers on new duties under amendments to regulations that came into effect in January and April 2014';
- 3.1.5 Service Providers shall consult with the Council's Commissioning Manager regarding the potential location for the home(s);
- 3.1.6 Following internal and partner agency consultation where appropriate, the Council will advise the Service Provider on whether or not the proposed location is deemed appropriate for the purposes of this contract.
- 3.1.7 Service Providers shall be responsible for progressing planning consent and engaging with the local community to minimise disruption caused by the opening of new provision; and
- 3.1.8 If homes are not available as planned, the Council shall not be liable for any fees until the placements are available.

## 3.2 Legislation

The Service is required to be provided in line with the following Statutory Policies, Guidance and Frameworks. This list is indicative for guidance only and is not exhaustive and subject to change:

- [Children's Homes \(England\) Regulations 2015](#)
- [Care Standards Act 2000](#)
- [Health and Social Care Act 2012](#)
- [Children Act 1989 and 2004](#)
- [Children Act 1989 Guidance and Regulations Volume 5: Children's Homes. Statutory Guidance for Local Authorities 2013](#)
- [Care Planning, Placement and Case Review \(England\) Regulations 2010](#)
- [Care Planning, Placement and Case Review The Children's Homes and Looked After Children \(Miscellaneous Amendments\) Regulations 2013](#)
- [Sufficiency Statutory Guidance 2010](#)
- [Children and Families Act 2014](#)
- [Working Together to Safeguard Children 2018](#)
- [United Nations Convention on the Rights of the Child \(Article 12\)](#)
- [Health and Safety at Work Act](#)
- [Equality Act 2010 amended 2016](#)
- [The Data Protection Act 1998](#)
- [General Data Protection Regulation 2018](#)
- [Public Services \(Social Value\) Act 2012](#)
- [Freedom of Information Act](#)
- [Derbyshire's Children's Social Care Procedures](#)
- [Derbyshire's Safeguarding Children Procedures](#)

- 3.3** The Service Provider shall comply with all legislation that is relevant to the operation of its business as specified in the terms and conditions of this contract;
- 3.4** In carrying out its functions the Service Provider shall adhere to the principle contained in the Children Act 1989 that the welfare of the child is paramount; and
- 3.5** For further detail on the expected minimum core service offer, please refer to parts 4, 5, 6 & 7 as applicable to the delivery model, lot or lots to be tendered for.

## **Part 4 – Standard Provision Minimum Core Service Offer (Applicable to Requirements A-D)**

The following shall be applicable to Requirements A-D:

All service provision shall:

- 4.1** be in full compliance with Ofsted;
- 4.2** be in full compliance with all requirements in the contract and the Child's assessed needs in their plan;
- 4.3** provide 24-hour care and accommodation. This shall be clean, well maintained and well-presented it shall be a homely environment and rooms are to be personalised where appropriate. The service provision shall be adequately heated, there shall be sufficient healthy food available for the child and they should receive good care in a safe environment (including all dietary needs and all school lunches). These all shall comply with each Child's needs;

The Service Provider shall:

- 4.4** be able to offer 24-hour support within the unit and additional on call Service;
- 4.5** provide equipment, resources and attendance fees for the child's interests, sports and extra-curricular activities, within reason;
- 4.6** ensure children of school age are fully supported in receiving access to education, to include
- transport, encouragement and clear expectations in relation to attendance; and
  - facilitating homework and having access to a computer in the home that is principally for education and homework. It can be shared but it shall be connected to the internet, appropriately safeguarded and located in a quiet Child focused area;
- 4.7** provide resources relating to religious and heritage needs;
- 4.8** provide resources and equipment, within reason, to support the Child develop their talents and life chances;
- 4.9** Where applicable, provide appropriate equipment for a disabled Child;
- 4.10** ensure initial and on-going assessment and reporting requirements are met, to include (but not limited to):

- General assessment of needs (full report to be provided after 4 weeks of Placement commencing);
- Monthly written progress reports/assessment reports on individual Children for the Case Accountable Worker, and for planning and review meetings, or more frequently if required;
- Attendance at virtual or face to face meetings and reviews (at the Home or at the Council's premises) to cover all placements;
- Record keeping, includes keeping records up to date and ensuring all previous records are accessible; and
- Utilising recording systems and pro-formas as required by the Council.

**4.11** Ensure Children are able to call family members, significant others (as agreed in the Care Plan) or by the Council, contact to friends as appropriate and unrestricted access to call relevant professionals and Services e.g. example social workers; and to 'Childline' and OFSTED;

**4.12** Provide all toiletries and cosmetics, including skin and hair care products, as appropriate;

**4.13** Ensure all of the Child's travel and transport needs are met, up to a maximum of 300 miles per week, to include transport in private vehicles as well as accompanying the child on public transport for safety and supervision as appropriate to their needs and development.

Where the required mileage is anticipated to be above the maximum 300 miles, the service provider should discuss this with the Council, who will give consideration to paying additional mileage at prevailing HMRC mileage allowance rate per mile.

If, after discussions with the Service Provider prior to agreeing a placement, the Council agrees to provide alternative transport, for all or part of the total requirements, Service Providers shall credit the Council as agreed mutually (in line with the prevailing HMRC mileage allowance rate per mile);

**4.14** Prepare individualised programmes of work/assistance/preparation for independent living/preparation for a family placement and support children in line with their pathway plan; to include:

- teaching and supporting the child in developing their life skills;
- supporting the opening of bank accounts and assisting them in managing their finances; and
- supporting them in seeking education, training or employment.

**4.15** Support children with their move on plan from this service;

**4.16** Collect and return a missing Child to their placement and support the Council to ensure an independent return to home interview is undertaken within 72 hours as defined in the 'DfE statutory guidance on children who run away or go missing from care 2014' and comply with the Council's missing from care policies and procedures;

**4.17** take all reasonable steps to avoid the criminalisation of the Child, including following the ten-point protocol.

**4.18** ensure appropriate attendance at court and police stations as required; and

**4.19** have adequate insurance to cover the personal belongings of the Child.

Please note: This would may be covered by contents insurance cover; however, the service provider should confirm with their insurance company / broker.

## Part 5 – Standard Provision Minimum Core Service Offer (Applicable to Requirements A-C)

The following shall be applicable to Requirements A-C:

In addition to the requirements set out in part 4, the service offer should include:

The service provider shall:

- 5.1** ensure school resources are provided, to include funding and transportation for school outings and overnight trips.
- 5.2** Attend Personal Education Plan (PEP) meetings, parents evening, sports days, and other meeting requested by the school.
- 5.3** all day-to-day clothing and school uniforms appropriate to the seasons, including general sports activity clothing. Clothing shall be at all times in good repair and all children should have sufficient changes of clothing. Where applicable special clothing requirements shall also be met, e.g., where there is a requirement for unusual sizes or a specific clothing need for a child with disabilities;
- 5.4** ensure all children attend appropriate health checks including eye tests (minimum once a year); Dental checks (minimum twice a year), Statutory Children’s looked after health checks; and any other checks as required;
- 5.5** ensure that all children receive a minimum of 2 weeks holiday per year, facilitating these as appropriate:
- 5.6** Regular haircuts; and
- 5.7** support the Council to undertake supervised contact visits to family members and appropriate others as identified in Care Plan
- 5.8 Pocket Money /Savings / Allowances / Holiday Payments**

5.8.1 The figures (table below\*) are the minimum amounts expected to be spent on Children. The Council expects that as the Child reaches the age of 11, they shall be given more responsibility with their own money as part of the move towards independence.

Service Providers should use discretion to increasingly entrust the Child to decide how they spend their money, either on a weekly basis or as required.

5.8.2 Pocket money\*\*:

The service provider shall:

- Provide pocket money weekly as set out in the table below;
- Ensure the owning and operating of a mobile phone is funded from the child’s pocket money allowance, if the Care Plan states this to be appropriate; and



- Ensure all such payments are included and agreed to at the time of Placement or at subsequent IPA review meetings, and they shall not be less than the Council's recommended amounts

#### 5.8.3 Bank Accounts and Savings:\*\*\*

The service provider shall ensure:

- The Child has a bank account in their own name.
- The Child has a savings account, which may be an ISA, in their own name.
- The Child saves no less than the Council's recommended weekly savings allowance; and
- Savings transfer with the Child, in a timely manner.

Please note: If at the time of the initial placement the Child does not already have the required bank accounts set up, then this shall be done within six months and deposits shall be back dated to the start of the placement;

#### 5.8.4 Birthday and Festival:

The payment detailed (\*Table 1 below) are the minimum amount to be spent on the celebrations, including presents, party, etc, and are applicable for each Birthday and religious festival (e.g. Christmas, Diwali, etc.).

This shall be limited to one religious festival per year or divided between one or more if required and agreed with the Child's social care team.

#### 5.8.5 Holiday Payment:

The payment detailed (\*Table 1 below) is the total amount recommended to be spent on the holiday(s) within a twelve-month period, including the cost of the holiday(s), spending money, etc.

**\*Table 1: Payments Table**

Age	Pocket Money: Weekly	Savings: Weekly	One Birthday and One Festival Payment Per Year	Holiday Payment: Per Year
0 to 4		£5.00	£130	£260
5	£3.50	£2.00	£130	£260
6	£4.00	£2.00	£130	£260
7	£4.50	£2.00	£130	£260
8	£5.00	£2.00	£130	£260
9	£5.50	£2.00	£130	£260
10	£6.00	£2.00	£130	£260
11	£6.50	£3.00	£190	£260
12	£7.00	£3.00	£190	£380
13	£7.50	£3.00	£190	£380
14	£8.00	£3.00	£190	£380
15	£8.50	£3.00	£190	£380
16	£9.00	£4.00	£190	£380
17	£9.50	£4.00	£190	£380

18	£10.00	£4.00	£190	£380
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\*\* The Council anticipates that there may be some discretion required when allocating pocket money and savings to Children in the 0 – 5 bracket. As Service Providers will see from the table above, the Council has combined the pocket money figure, with the savings figure, for these Children, although as long as the minimum saving of £2.00 per week is made for the Child, there is no reason why pocket money could not be given if it is felt appropriate.

\*\*\* The allocation of payments and savings shall be discussed with the Child's Social Worker at the relevant planning and review meetings, to ensure that every Child's individual needs and capabilities are taken into account, regarding these decisions. Any query should be discussed with the Social Worker first, and then confirmed in writing to ensure acceptance by each party. These arrangements shall be monitored as part of the Council's review process.

## Part 6 – Specialist Provision Minimum Core Service Offer (Applicable to Requirement C)

The following shall be applicable to Requirement C.

In addition to the requirements set out in parts 4 and 5, the service offer should include:

### Service Providers shall:

- 6.1** Provide appropriate specialist resources to meet the needs of specialist placements relevant to the presenting needs of the individual Child; these resources are in addition to existing mainstream or specialist NHS and Council funded services already available to children, which are free at point of delivery;
- 6.2** Ensure all staff are appropriately qualified and experienced, and receive a high level of supervision and ongoing training;
- 6.3** Utilise a flexible staffing model with staff who will:
  - step up and step down when and as necessary;
  - respond to individual child's needs as necessary, e.g.
    - responsive supervising social workers to provide increased intensive support when required; and/or
    - a robust and accessible pool of consistent support carers that can provide responsive additional support care at short notice to stabilise placements if required.
- 6.4** Ensure employees and carers are trained in the specialism specific to the cohort of children in their care; e.g., Autism; CSE; high level of emotional health needs, and that this is reflected in the training and qualifications of employees and managers;
- 6.5** Work closely with NHS including CAMHS;
- 6.6** Improve and effectively manage behaviour; utilising evidenced-based approaches to do this effectively, with input for staff from behaviour management therapists/specialists;
- 6.7** adapts to the needs of the Child and always puts needs-led strategies in place to demonstrate improvement in outcomes;

**6.8** Have in place high levels of structure and routine, including providing a high level of activities accessed daily; and

**6.9** except in exceptional circumstances, work with children to ensure that they are not criminalised in order to address damage/anti-social behaviour.

This should include applying the CPS '[10 Point Check](#)' and the 'Reasonable Parent Test' when determining whether to involve the police.

## **Part 7 – Overnight short break minimum core offer (Applicable to Requirement D)**

The following shall be applicable to Requirement D:

In addition to the requirements set out in part 4, the service offer should include:

**7.1** Service Providers shall be Ofsted registered to accommodate Children aged 8 and over.

- It is a requirement that all Service Providers are able to offer the service to children and young people across the full age range.;
- state clearly what age groups they can work with and whether they are able to provide for children and young people identified as having complex health and care needs as detailed below. Service requirement – residential activity breaks for disabled children.

**7.2** The Service Provider shall:

- 7.2.1 Organise and deliver overnight, weekend or longer breaks for individual children or young people, families and/or groups of disabled children/young people;
- 7.2.2 Work with the Council's referral team to coordinate bookings.
- 7.2.3 Enable children/young people and families to express a preference about where, how and when they take their breaks, and try to accommodate their preferences where possible;
- 7.2.4 Ensure that children/young people have the opportunity to participate in a range of varied activities appropriate to their age and interest, and consult children/young people on what those activities will be;
- 7.2.5 Plan how to get to know the referred disabled children/young people in advance of their stay and identify how to meet their individual needs;
- 7.2.6 Contact the family within 5 working days, following acceptance of the referral, to arrange an introductory meeting. If support is being put in place to respond to a crisis situation, contact should take place within 24 hours or other timescales which may be specified;
- 7.2.7 Ensure that an introductory meeting with the family and child/young person takes place within 15 working days following acceptance of the referral (earlier timescales shall be specified in crisis situations);
- 7.2.8 Ensure the first overnight short break is offered within 4-6 weeks from referral (earlier in crisis situations). Timescales from referral to the child/young person receiving their first overnight break shall be monitored, bearing in mind any

constraints Service Providers may be operating under. (e.g., size of building; need to ensure safe and appropriate peer groups);

- 7.2.9 Ensure that children and young people are kept safe from harm, e.g., through planning appropriate peer groups, identifying and managing risk and robust care planning;
- 7.2.10 Ensure that staff are appropriately trained, including to carry out health-related procedures for individual children/young people where required. This includes robust moving and handling skills through specific policy and training for staff;
- 7.2.11 Ensure that premises are appropriately adapted, and that specialist equipment is available to meet the needs of referred children and young people;
- 7.2.12 Ensure that equipment is checked and safely maintained and subject to PAT testing where required and that staff receive training and supervision in its use;
- 7.2.13 Give feedback to parents/carers after each short break, about what the child/young person has done and what they have enjoyed.
- 7.2.14 Provide feedback to the Council about progress and achievement of outcomes;
- 7.2.15 Ensure the tender price is inclusive of the cost of transport, including to and from the placement if necessary (up to 43 miles per day per child), food/drink and activities for staff and young people during their short break; and

Please note: For the avoidance of doubt, this service specification does not require the provision of nursing care. However, Service Providers who offer nursing care as part of their service delivery or can arrange for nursing care at an additional cost when required, shall be eligible to apply;

### **7.3 Abortive and Cancelled Services**

An abortive service is when a child/young person does not attend a pre-arranged short break or cancels with less than 10 days' prior notice.

In the event of an abortive services with less than 10 days' prior notice, the Service Provider shall make every reasonable effort to re-schedule the break, but if this is not possible may charge as though the service has been delivered; and

If a service is cancelled with 10 days or more than 10 days' notice, no costs shall be incurred by the Council.

## **Part 8 – Responsibilities and General Contract Requirements**

### **8.1 The Council shall be responsible for:**

- 8.1.1 Issuing instructions, implementing a management plan and managing performance meetings Monitoring and recording performance (see Appendix G and H);
- 8.1.2 Engaging in transparent communication with the Service Provider;
- 8.1.3 Ensuring that monitoring activity undertaken by the Council is done so by its suitably skilled and experienced officers, with the required DBS clearance;
- 8.1.4 The Council's Commissioner shall be the primary day to day contact for the Project;
- 8.1.5 Issuing an Individual Placement Agreement IPA per placement to the Service Provider. This shall be child specific and detail placement costs and contracting elements.

8.1.6 The Council aims to continually improve performance over the duration of the contract and welcomes specific and constructive comments and suggestions about how it could improve. All comments and suggestions shall be treated seriously, and the Council will be prepared to consider and/or investigate suggestions that have the potential to enable the Council to better satisfy the needs of children and achieve value for money.

## 8.2 The Service Provider shall be responsible for:

- 8.2.1 Providing information and data about the Services supplied, to enable the Council to accurately monitor and measure the Service Provider's performance;
- 8.2.2 Providing suitable representatives to attend contract management meetings;
- 8.2.3 Making available the required information and reports in advance of each contract management meeting;
- 8.2.4 Undertaking self-assessments that are conducted thoroughly and presenting the results to the Council in advance of each contract management meeting;
- 8.2.5 Supporting self-assessment audits by the Council;
- 8.2.6 Supporting and challenging the Council regarding aspirations for the children in the Council's care;
- 8.2.7 Ensuring compliance with the requirements under this generic specification and associated schedules, appendices and any referenced documents;
- 8.2.8 Maintaining an Ofsted rating of "good" or "outstanding" (and where this is not achieved, clear and detailed liaison with the Council's Quality Assurance Team is required, along with providing action plans on how the Service Provider is going to get to Good or Outstanding again);
- 8.2.9 Maintaining registration with Ofsted;
- 8.2.10 Providing the services with all reasonable skill and care and ensuring it has the appropriately qualified staff to perform the services including and their effective recruitment, approval, supervision, and review of residential homes are undertaken.
- 8.2.11 Compliance with all relevant guidance and regulations;
- 8.2.12 Ensuring that once a placement is made, that the Service Provider regularly monitors the effectiveness of the placement and that it continues to conform to the Regulations and any other legislation, particularly when there are any changes to the home. Where there are concerns, these are to be reported to the Council immediately;
- 8.2.13 Making arrangements for the placement of children;
- 8.2.14 Ensuring that Staff understand and fulfil the obligations of care placed upon them through the Child's care plan, pathway plan, placement plan including health plan and EHCP/PEP.  
  
Should the home be unable to do so for whatever reason, then the Service Provider shall be responsible for making and funding alternative support services to meet the obligations of care;
- 8.2.15 Working towards the delivery of improved Care Leaver outcomes, articulated in Keep on Caring and underpinned by the Children and Families Act 2014;

8.2.16 Providing the Council with an overview of its management structure and how it will support and successfully deliver the requirements of this specification.  
Where there are changes in the management structure these should be reported to the Council immediately; and

8.2.17 Dedicating at least one named staff member to be the primary day to day contact for the Service. Changes to this contact shall be communicated to the Council.

### 8.3 The Council and the provider are collectively responsible for:

8.3.1 Achieving positive outcomes for the child placed in line with their assessed needs. This shall include working together to secure permanency plans for the child, including, but not exclusive to SGO, adoption and long-term fostering in accordance with the Child's needs;

8.3.2 Ensuring that the wishes and feelings of the child are taken into account in reaching any decision about that child; and

8.3.3 Completing statements for court or to support assessments, where required.

### 8.4 Voids

Voids will be in use where the anticipated maximum capacity of a requirement is not utilised.

8.4.1 In the event that an IPA (within the Block Contract) comes to an end and a Placement becomes vacant, the Council shall make a referral to the Service Provider and the parties shall follow the Matching Process in order to match a Placement to the specific child in care. In the event of a match, the Service Provider shall enter into a new IPA with the Council;

If a match cannot be made the Council shall continue to pay for the empty Placement ("Void") until such time as it is filled (subject to 8.4.2); and

8.4.2 In the event that a match is not achieved on three consecutive referrals, the Council shall cease to pay for that Void until a match is made.

## Part 9 – Contract Value and Term

### 9.1 Contract / Lot Value

#### 9.1 Standard delivery model

(a) Delivery of all requirements (A to D):

- Where requirement B delivers 2 beds - maximum £3,825,740 per annum

*Please note: For this figure includes a supplement of 40% of the requirement C placement cost (£246,926) to paid if both beds in the requirement C home are utilised, and the maximum cost if this home if used as a single bed home shall be £3,578,814*

- Where requirement B delivers 3 beds – maximum £4,111,740 per annum

*Please note: For this figure includes a supplement of 40% of the requirement C placement cost (£246,926) to paid if both beds in the requirement C home are utilised, and the maximum cost if this home if used as a single bed home shall be £3,864,214*

#### 9.2 Variant delivery model 1

**(a) Lot V1(a-c) - Delivery of requirements A to C:**

- Where requirement B delivers 2 beds – maximum £2,840,240 per annum

*Please note: For this figure includes a supplement of 40% of the requirement C placement cost (£246,926) to paid if both beds in the requirement C home are utilised, and the maximum cost if this home if used as a single bed home shall be £2,593,314*

- Where requirement B delivers 3 beds – maximum £3,126,240 per annum

*Please note: For this figure includes a supplement of 40% of the requirement C placement cost (£246,926) to paid if both beds in the requirement C home are utilised, and the maximum cost if this home if used as a single bed home shall be £2,879,314*

**(b) Lot V1(d) - Delivery of requirement D:**

- maximum £985,500 per annum

**9.3 Variant delivery model 2****(a) Lot V2(a) - Delivery of requirement A:**

- maximum value of £1,404,000 per annum

**(b) Lot V2(b) - Delivery of requirement B:**

- Where requirement B delivers 2 beds – maximum £572,000 per annum
- Where requirement B delivers 3 beds – maximum £858,000 per annum

**(c) Lot V2(c) - Delivery of requirement C:**

- maximum £864,240 per annum

*Please note this figure includes a supplement of 40% of the placement cost (£246,926) to paid if both beds in the home are utilised, and the maximum cost if this home if to be used as a single bed home shall be £617,314*

**(d) Lot V2(d) - Delivery of requirement D:**

- maximum value of £985,500 per annum

**9.2 Contract term:**

The maximum contract term(s) shall be 7 years (3+2+2).

**9.3 Contract Extension****9.3.1 Extension to contract term:**

9.3.1.1 The Council may extend this Contract beyond the Initial Term by two further periods of 24 months (each an “Extension Period”) (maximum 48 months Extension Period).

9.3.1.2 If the Council wishes to extend the contract, it shall give the Service Provider approximately six (6) months written notice of such intention before the expiry of the current term.

9.3.1.3 The decision to extend the contract shall be dependent on the satisfactory performance of the Service Provider and the contract price remaining value for money.

*Please note: Where contracts are awarded based on Delivery model variant 1 or variant 2 contract extensions for lots will be independent of each other.*

### 9.3.2 Increase to the minimum number of placements –

9.3.2.1 The Council shall regularly conduct sufficiency reviews during the course of the contract. Should these reviews recommend an increase in minimum placement numbers then Service Providers shall be invited to submit proposals and implementation plans detailing how they would deal with these numbers.

9.3.2.2 The Council will evaluate any proposal put forward and if deemed to meet Council's needs, will discuss the option of extending the scope of the contract with the service provider.

## 9.4 Contract Pricing

9.4.1 The price per placement per week shall remain fixed for the initial three-year period of the contract, subject to changes in legislation such as the Minimum wage. In subsequent years, the Council shall consider price variation requests submitted by Service Providers;

9.4.2 Price variation requests shall be submitted a minimum of 20 weeks in advance of the date where the variation is to come into effect. Variations shall only come into effect if agreed by the Council;

9.4.3 The Council shall not consider any price increase that exceeds the applicable market indices/inflation rate for the cost category as set out in the Appendix B Price Schedule; and

9.4.4 Any addition or extension to the minimum number of placements shall be at the same price per placement per service.

## Part 10 –Outcome Measure, Monitoring Matrix and KPI's

### 10.1 KPIs

10.1.1 The service shall be Outcome-based commissioning focusing on the results that should be achieved for Children.

#### 10.1.2 Table 2: Service Overview KPI Table.

KPI/Outcome	KPI Ref:	Indicator	Evidence	Target	Remedy
Required Ofsted Rating Held and maintained	A1.1	Report Good or Outstanding (Based on Full Inspection)	Latest Ofsted judgement and report	100%	Escalation to contract manager
Safeguarding Concerns are actioned / reported	A1.2	Appropriate process and procedures and in place and followed.	Annex A, Regulation 44, 45 and QA visits	100%	Escalation to contract manager and LADO
Operational Meetings and Panels	A1.3	Attendance at all required meeting	Meeting minutes	100%	Escalation to contract manager
Induction and core training and	A1.4	All staff receive appropriate training and	Annex A, Regulation 44, 45 and QA visits	100%	Escalation to contract



development of staff		development opportunities			manager and Ofsted if appropriate
Reporting	<b>A1.5</b>	Meeting the reporting requirements set out in part 11	Contract management review meeting minutes	100%	Escalation to contract manager
Respond to correspondence from the Council and telephone messages	<b>A1.6</b>	Response to be provided to the Council within 4 working hours for urgent requests and 1 working day for standard request	Mosaic case note logs and emails	100%	Escalation to contract manager
Issues/Complaints	<b>A1.7</b>	Resolved within 5 working days	Report including findings and actions from findings	100%	Escalation to contract manager
Progress updates	<b>A1.8</b>	Unresolved queries/enquiries to be responded to with progress updates every 48 hours	Mosaic case note logs and emails and Contract management review meeting minutes	100%	Escalation to contract manager
Social Value	<b>A1.9</b>	Delivery of the Social Value Commitments made by the Tenderer	Social Value Reporting	*100%	Escalation Contract Manager

*\*This KPI will be monitored but will not be measured against the performance target for the purposes of the KPI's for a period of 12 months, and the Council will advise the bidder of when measurement of this KPI will be implemented.*

10.1.3 The above KPIs will be subject to review, but could in the future be expanded to include (but is not limited to):

- Occupancy Rates of 95%;
- Utilisation of placement of 95% and
- Missing episodes
- Notices
- Recruitment and Retention of Staff of 90%.

10.1.4 Persistent failure of KPIs could result in early termination or suspension of contract, this will be based on the Council's assessment of the severity and potential impact of the failure. e.g., Where the KPI's are safeguarding specific this could result in immediate termination.

#### 10.1.5 **Table 2: Outcome KPI Table**

These outcomes fit under the broad headings of:

- I am supported to be healthy
- I am supported to stay safe
- I am supported to enjoy and achieve
- I am supported to make a positive contribution
- I am supported to achieve economic wellbeing and prepare for adulthood
- My voice is heard

KPI/Outcome	KPI Ref:	Indicator	Evidence	Target	Remedy
<b>I am supported to be healthy:</b>	<b>B1.1</b>	Children meet their health outcomes.	Documented feedback from Children to demonstrate that they are happy, healthy and able to lead a healthy lifestyle.	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)
	<b>B1.2</b>	Children attend all their health appointments.	Medical appointment attendance	100%	
	<b>B1.3</b>	Staff receive regular supervision, training, and access to counselling as necessary, to ensure they can provide the child with the appropriate support for ongoing and changing health needs.	Staff supervision and training records	100%	
	<b>B1.4</b>	Children who have alcohol or drug misuse issues are supported to address this	Evidence of alcohol and drug training sessions and support provided to children as and when necessary.	100%	
<b>I am supported to stay safe</b>	<b>B2.1</b>	Children have an up-to-date risk assessment completed by the home and reviewed regularly.	Risk assessments	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)
	<b>B2.2</b>	Staff are appropriately trained to cover all aspects of keeping a child safe from harm.	Staff training records	100%	
	<b>B2.3</b>	Children do not experience bullying or any coercive behaviours towards them.	Incident reports	100%	
	<b>B2.4</b>	Children who do experience some element that places them at risk are supported and able to demonstrate progress.	Child's voice	100%	
<b>I am supported to enjoy and achieve</b>	<b>B3.1</b>	Children have an up-to-date Personal Education Plan (PEP)/EHC Plan where the Local Authority think it appropriate and staff monitor the implementation of this, contribute when necessary and implement all agreed actions.	PEPs EHCPs	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)
	<b>B3.2</b>	Children attend appropriate education provision.	School attendance logs	100%	
	<b>B3.3</b>	Children achieve in line with national targets	Children's achievement grades	100%	

	<b>B3.4</b>	Children have access to extra-curricular activities.	Registration/log of extra-curricular on offer/attended	100%	
	<b>B3.5</b>	Children take pride in themselves	Child's voice	100%	
	<b>B3.6</b>	Children have access to 14 days holiday opportunities per year	Holiday logs/photos	100%	
	<b>B3.7</b>	Children have appropriate clothing and equipment required	Child's voice IRO, Advocate and Social Care visits	100%	
<b>I am supported to make a positive contribution</b>	<b>B4.1</b>	100% children are able to articulate their desired care plan.	Care plans	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)
	<b>B4.2</b>	Children attend their LAC reviews.	LAC review meeting minutes	100%	
	<b>B4.3</b>	Children's complaints are addressed and resolved.	Complaints logs and actions	100%	
	<b>B4.4</b>	Children participate in events outside of the home.	Events outside the home accessed by children. Child's voice	100% (offered access)	
<b>I am supported to achieve economic wellbeing and prepare for adulthood</b>	<b>B5.1</b>	Children have a savings account and receive the minimum allowances as dictated by the Contracting Authority.	Savings accounts	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)
	<b>B5.2</b>	Children receive pocket monies and allowances as agreed by the Contracting Authority.	Bank accounts	100%	
	<b>B5.3</b>	Children aged over 16 years who have left school are engaged in employment, training or further education.	Employment, education or training evidence	100%	
	<b>B5.4</b>	Children are able to articulate their plans/goals for the future and can demonstrate they have understanding of how to achieve these goals.	Budget plans by child Child's voice	100%	
<b>My voice is heard</b>	<b>B6.1</b>	Children are able to articulate their feelings	Child's voice	100%	Escalation to contract manager and other child welfare services as appropriate (for example: Ofsted; IRO service; Advocate service and LADO service)

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## 10.2 Outcomes

Delivery of the Service shall ensure that there is:

- 10.2.1 Improved residential placement sufficiency within Derbyshire (or neighbouring areas);
- 10.2.2 Increased stability within placements;
- 10.2.3 A financially viable service - Managing resources to ensure optimum development, over and above the national minimum standards;
- 10.2.4 Monitoring of progress, by the Service Provider, towards outcomes with provision of regular reports as required. These reports shall be reviewed at the quarterly performance review meetings: (See part 11)
  - Each child shall have a person-centred independence plan which clearly outlines, with the Child's agreement, realistic and achievable actions in order to achieve the desired outcomes; and
- 10.2.5 The Service Provider seeks solutions early in respect of any barriers that may prevent a young person from progressing through the service and achieving good outcomes.

## 10.3 Monitoring of KPIs and Output measures

- 10.3.1 Monitoring of these outcomes shall be done collectively through the Council's social care teams, commissioning and quality assurance teams and the Service provider; and

For more details on how the above outcomes shall be monitored and evaluated, please refer to appendix D, E, F and G.

## Part 11 – Reports & Performance Monitoring

The Council is committed to continuous improvement through monitoring and review of its services. It aims to be open and constructive in its partnership with Service Providers and in the management of contracts;

- 11.1 The Service Provider shall be required to demonstrate their compliance to all aspects of this contract and shall maintain their information systems; Outcome information shall be required as part of the quarterly monitoring arrangements (see draft Monitoring Template and Quarterly Dataset at Appendix I and J);
- 11.2 Outcome information shall be required as part of the quarterly monitoring arrangements;
- 11.3 Evidence that relates to a young person's engagement with the service and progress on their plan shall be used primarily in relation to Pathway Planning & Review processes and in summary form as part of contract monitoring.

This information shall be made available to the Council upon request or at agreed intervals to evidence partnership working, performance and quality as set out in 11.4 and appendix I and J.

### 11.4 Table 4: Reports

Report	Description	Frequency	Timeframe for sending report
Quarterly Dataset	Completion of all required data	Quarterly	To be provided 2 weeks after the end of each quarter (and in advance of the relevant quarterly contract management meeting).

**11.5** In regard to general contract management requirements the service provider shall:

11.5.1 Ensure that a robust quality assurance system is utilised to ensure best practice, providing a framework for regular evaluation of professional practice;

11.5.2 Have and maintain a representation and complaints procedure; and provide a copy of the Council on request;

11.5.3 Have and maintain a portfolio of general policies and procedures required to deliver the service safely and effectively, and provide copies to the Council on request;

11.5.4 Maintain records of:

- Individual young person documentation and related information
- Performance and outcome data
- Performance against Childrens individual care plans, with clear outcome-based aims and objectives for individual young people

11.5.5 Allow the Council to undertaken periodic inspections of the premises, policies, procedure and record keeping systems to ensure that contract compliance is maintained; and

11.5.6 Provide other relevant assistance and/or data to the Council, as specified from time to time.

Please see Appendix G, H , I and J of the Council's quality assurance documentation and criteria setting out how residential homes are monitored.

## Part 12 – Order and Invoices

### 8.1 Ordering Process

The Mosaic Social Care systems software package will be used to place orders under this contract. Please note: As part of a drive towards best practise the Council has implemented a “no PO, no pay” purchasing policy.

### 8.2 Invoices:

Invoices shall be submitted monthly in arrears, all invoices must:

- Quote the purchase order number;
- Detail the total cost of all order placed during the invoicing period; and
- Where required be consolidated and provided with backing data / a breakdown of the costs as defined by the Council to meet its requirements.

### 8.3 Payments

Payment shall be made within 30 days of receipt of an undisputed invoice.

**8.4** Submission of a bid shall be confirmation that your organisation can comply with the stated ordering and invoicing requirements, any questions associated regarding this should be raised using the questions and answer process detailed in the Instructions for Bidders.

## **Part 13– Proposal Requirements**

Please see Appendix A2 which provides the guidance, instruction, response requirements (Part 13 questions) and scoring, for the response to specification.