**Thurrock Council Service Specification**

**Short Breaks for Disabled Children**

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1. **INTRODUCTION AND BACKGROUND**
   1. Thurrock Council is seeking to commission a multiple provider Select List to deliver a range of statutory Short Breaks services for some of the most vulnerable Children and Young People in Thurrock.
   2. The Select List will supply direct services across two (2) lots, listed below:

Lot 1 – Individual Support Services

Lot 2 – Residential Short Breaks

* 1. Short Breaks allow the family of a Disabled Child or Young Person to take a break from their caring responsibilities, helping to maintain their wellbeing and prevent carer or family breakdown. At the same time, Short Break activities give the Disabled Child or Young Person an enjoyable experience that supports the development of their life skills, improves their life chances, and helps them to overcome obstacles and develop positive self-esteem.
  2. The current statistics on Disabled Children in Thurrock are given below:

|  |  |
| --- | --- |
| No. Disabled Children Open to the Council | 176 |
| No. Active Cases | 130 |
| Annual Direct Commissioned Spend on Short Breaks | £400,000.00 |
| Spend on Direct Payments for Short Breaks | £481,000.00 |
| No. Families Receiving Direct Payments / Personal Budgets | 92 |
| Figures as at October 2018. | |

* 1. The Council supports the use of Personal Budgets to give Families greater choice and personalisation. Personal Budgets allow the service user to receive money directly to spend with the service provider of their choice. It is anticipated that some Children and Young People may choose to remain with their current service provider, which will be accommodated through the use of Personal Budgets.

1. **THURROCK COUNCIL PRIORITIES**
   1. The Council’s Vision and Priorities are set out below:

|  |
| --- |
| **Our vision and Priorities:**   * **People** - a borough where people of all ages are proud to work and play, live and stay * **Place** - a heritage-rich borough which is ambitious for its future * **Prosperity** - a borough which enables everyone to achieve their aspirations |

1. **THE CONTRACT / SELECT LIST**
   1. The Contract will run for a period of three years with the option to extend for a further one year.
   2. The Contract will be opened up annually at a time defined by the Council. This will allow new Providers to join the Select List providing they are successful in passing the published criteria. At such point the Council will allow existing Providers to change their pricing. Changes in pricing will influence the Provider’s score and therefore may change the ranking of Providers on the Select List.
   3. Existing Providers already accepted onto the Select List will not have to pass quality criteria upon the annual opening of the Select List, unless there are changes to legislation or local protocols that require the Council to amend its quality criteria for existing and new/future Providers.
2. **OUTCOMES**
   1. In summary, the guiding principles of the Service shall be that it:

* meets the needs of Disabled Children and their Families
* recognises that the Child’s welfare is paramount
* is Child focused and family centred
* adopts the Social Model of Disability
* offers flexibility to meet the needs of individual Disabled Children and their Families
* is designed to be fun, enjoyable, age/ability appropriate and inspire Children and Young People to achieve their aspirations
* helps to develop independent skills
* is delivered equitably, value diversity and promote equality of opportunity
  1. Families have been outspoken about their requirements for Short Breaks, stating that:
* every Short Break must make life easier for the family
* every Short Break must meet the individual needs of Disabled Children and their Families
* Short Break opportunities should be flexible and individualised
* they must feel confident that the staff looking after their Disabled Child are competent and knowledgeable
* they must know that the Care Workers fully understand their Child’s individual character and personalities, strengths, likes and dislikes, physical abilities, how they communicate, and best ways to encourage positive behaviour
* they must know that all physical care is safe
* they must be greeted, and when each Short Break is finished, concluded in the way that best suits them and their Child

1. **SAFEGUARDING**
   1. ***General principles***
      1. In addition to the requirements set out in this Section 4, the specific clauses with the standard terms and conditions of the contract with regard to safeguarding will apply.
      2. The Provider will be registered with Ofsted and CQC, as required.
      3. The Provider will participate in local safeguarding Children’s boards where required and understand their responsibilities and the responsibility of others in line with the Children Act 1989 and 2004. Adherence to these procedures may at times limit the right to confidentiality.
      4. The Provider will adhere to the Southend Essex and Thurrock Safeguarding Children Guidelines and the Southend Essex and Thurrock Safeguarding Adults Guidelines.
      5. The Provider will operate the highest standard of recruitment practice in line with the Southend Essex and Thurrock Safeguarding Children guidelines.
      6. The Provider will liaise with the Designated/Named professionals for Safeguarding Children, Social Workers, the Multi Agency Safeguarding Hub (MASH), Education, Health Visitors, General Practitioners and other medical and nursing staff on Child protection issues where required.
      7. The Provider will implement a robust mechanism in place for the reporting of Child protection concerns (in accordance with the Children’s Act 1989 and 2004).
      8. The Provider will ensure all staff working with Children and vulnerable adults have enhanced Disclosure and Barring Service (DBS). In addition, a specific check is to be carried out to ensure the individual is not on the list of those barred from working with Children and adults. Newly appointed staff will not be permitted to commence work until a satisfactory DBS has been obtained and satisfactory references received and checked.
      9. The Provider will report any DBS checks that have recorded any disclosures or intelligence from the police immediately to the Council (Children’s Services) and not proceed with any employment offer where this is identified
      10. The Provider will ensure a senior member of staff is always available as safeguarding lead (management) trained to level 3.
      11. The Provider will prepare or contribute to professional written reports that contribute to Child protection processes.
   2. ***Safe Recruitment***
      1. The Provider will ensure that there are robust recruitment processes in place. The Provider shall adhere to the following requirements as a minimum:
2. Obtain 3 written references, one from the current or last employer, and make telephone contact with the referee to confirm authenticity and obtain additional information
3. Undertake an enhanced Disclosure and Barring Service (DBS) check with a local police intelligence check for every member of staff including those that perform office functions and do not work direct with Children
4. Work history will be checked with any gaps investigated and recorded ensuring that the Provider is satisfied with any explanation, checking this with previous employers
5. Re-check DBS checks every 2 years as a minimum
6. Only accept previous DBS certificates from previous employers if the member of staff was employed in an identical role. If this is not the case a new check will be undertaken by the Provider
7. Maintain a database of DBS certificate numbers, their date and their renewal date
8. Issue all employees with two copies of their job description and contract of employment. One of each of these documents is to be signed and dated by the employee and placed in their staff file. The contract / job description should detail: employment commencement date, number of hours employed, duties and responsibilities, skills/attributes required, training or qualification that is a pre-requisite of employment or expected post-employment with the Provider.
9. Keep a record of all employees that will include: date of birth, home address and telephone number, details of the DBS checks, copies of passport and/or photo driving licence. Photo identification must be seen (only a valid passport or valid photo driving licence is acceptable), copy of birth certificate, copy of marriage certificate where relevant, proof of residence in the form of a utility bill or tax letter (dated within the last 3 months), certified copies of relevant qualifications and relevant training certificates, a completed application form for the role
10. Undertake robust employment processes including interviews with two members of staff assessing the suitability of a candidate
    1. ***Section 11***
       1. The Provider shall complete a Section 11 Safeguarding self-audit on an annual basis for submission to the Council’s Local Safeguarding Children’s Board and the Commissioning Team. The format of this will be provided by the Council.
    2. ***Policies required*** 
       1. The Provider will maintain the policies below (this is not an exhaustive list). These policies will be subject to review by the Council to ensure that they are to a high standard. Every policy will be reviewed every 3 years or sooner if legislation/guidance changes and necessitates a review.

|  |  |
| --- | --- |
| Safeguarding Children  Safe recruitment  Child Sexual Exploitation (CSE)  Event and Notifications  Equality and Diversity  Staff Supervision  Missing episodes  Anti-radicalisation | Out of hours  Health and Safety  Complaints  Medications  Internet use  Staff conduct  Whistleblowing  Business Continuity Plan |

1. **REPORTABLE EVENTS/INCIDENTS**
   1. The Provider will notify the Council immediately in the event of an incident of any event that occurs as detailed in the list below.

* Death or serious injury
* The illness or medical condition of a Child or Young Person (other than a common cold)
* Markings / bruising on a Child or Young Person
* Safeguarding concerns in respect of a Child or Young Person
* Non or inappropriate feeding
* Any significant change of mood of a Child or Young Person
* “Unauthorised” absence or “Missing” status
* Any disturbance, threatening behaviour, violence, a Child or Young Person placing themselves or others at risk, or any criminal offence being committed, regardless of whether the police are called
* The suspension of any member of staff for conduct reasons
* Any disciplinary action that is taken in respect of any member of staff
* The receipt of any formal complaint from a Child or Young Person, whether this be received verbally or in written format
  1. The Provider shall report the incident to the Allocated Social Worker during normal office hours or to the emergency duty team (EDT) outside of office hours, during the evenings (after 5.30pm) and weekends.
  2. Initial notification will be made via telephone. Email notification will serve only as confirmation and should not be relied upon to replace a telephone conversation. Details of the name of the social worker or EDT contact, dates and times should be recorded by the Provider.
  3. Following a reportable incident the Provider will complete a full report with details of the event, dates and times. This should be stored electronically within the Provider’s system and emailed to the Allocated Social Worker within 24 hours after the initial telephone notification took place.

1. **STAFF AND VOLUNTEERS**
   1. ***General*** 
      1. The Provider must ensure staff / volunteers working with Disabled Children and Families have the necessary qualifications, skills, knowledge and competencies to meet their needs. Staff / volunteers working with Disabled Children who have specialist healthcare requirements must be trained and signed off as competent by the Specialist Healthcare Task Training Team or healthcare professionals.
      2. The Provider will ensure all employees are kept abreast of changes in legislation that relate to their roles.
      3. Where staff / volunteers are working in the Child’s own home they will carry identification which includes a photograph.
   2. ***Recruitment***
      1. The Provider will be responsible for recruiting sufficient numbers of appropriately qualified, supervised, trained and medically fit staff and volunteers to ensure service delivery to the standards set out in this specification.
      2. All staff and volunteers must be recruited using robust practices in line with the policy of the Council. At least one member of the recruitment panel must be trained in Safe Recruiting Practices.
   3. ***Training***
      1. The Provider will support the delivery of training programmes for all staff / volunteers. This means ensuring there is effective, ongoing training and a staff development programme that will maintain the required level of skills and knowledge to carry out the service.
      2. Training programmes will be linked to the assessment of staff needs in relation to the tasks assigned to them and in accordance with required standards.
      3. The Provider will ensure staff / volunteers have received training on the following prior to commencement of the service delivery:

* Child Protection and Safeguarding Procedures
* Child Sexual Exploitation
* Missing persons
* Gang activity awareness
* Radicalisation awareness
* Abuse
* Health and Safety
  + 1. Managers and supervisors must receive training in supervision skills and undertaking performance appraisal.
    2. The Provider will ensure that staff and volunteers are trained to manage Disabled Children’s challenging behaviours, conflict situations and healthcare needs.
    3. The Council requires that all staff and volunteers receive training in how to deal with abusive and intimidating behaviour using non-physical methods (such as Breakaway Techniques). The following is a list of acceptable qualifications / techniques. Alternative qualifications will be required to be referred to the Council for approval.
* Business and Technology Education Council or Qualifications and Credit Framework (BTEC /QCF) Level 2 Intermediate Award in Physical Restraint (Care and Control) Children and Young People
* Strategies for Crisis Intervention and Prevention (SCIP)
* Safer Support Aligned for Education (SAFE)
* Team Teach
* Crisis and Aggression Limitation Management (Calm)
* Other recognised and certified qualifications will be considered by the Council whose decision on their acceptability will be final
  + 1. Qualifications are required to be renewed in accordance to the requirements of the awarding bodies. Where no validation term is set then they should be renewed every three years.
    2. The Provider will evidence and make training records available, if requested by the Council.
  1. ***Inductions*** 
     1. New staff and volunteers will be provided with an induction to Child Protection procedures, training in Safeguarding to at least Level 2, and training in health and safety.
     2. Where staff work on a temporary basis or as part of an agency agreement, risk assessments must be completed, in conjunction with having an enhanced DBS and all other checks relevant to permanent staff.
  2. ***Supervision***
     1. The Provider must ensure that all staff and volunteers receive regular supervision and have their standard of practice appraised annually.
     2. At least one of the supervision sessions must be a direct observation of the care worker providing care to the Child / Young Person, with whom they regularly work, either at the home of the Child / Young Person, in the community or at the residential location. Permission is to be obtained from the parent / carer for this observation.
     3. The Provider must ensure that all staff and volunteers meet formally with their line manager on a one to one basis to discuss their work at least 3 monthly, preferably monthly. Written records must be kept on the content and outcome of each meeting.
     4. The Provider will ensure that, wherever possible, the views of Families are included in the annual appraisal.
  3. ***Lone Working***
     1. Care Workers who work unaccompanied for large periods of time are classed as lone workers. For guidance on Lone Working and Lone Working Policies please see below or other such guidance:

<http://www.suzylamplugh.org/wpcms/wp-content/uploads/GUIDANCE-ON-CHOOSING-A-LONE-WORKER-SYSTEM.pdf>

* 1. ***Vehicles***
     1. Where a member of staff is required to drive as part of the role the Provider will ensure they have, and keep a copy of, their driving licence, insurance cover that includes business use, proof of vehicle tax and MOT certificate and will ensure the vehicle is appropriately serviced and well maintained.
     2. All vehicles used under the Contract will have appropriate child safety equipment, such as child seats, booster cushions and, where required, additional seatbelts such as multi point harnesses.
  2. ***Payments to Volunteers***
     1. The Provider may compensate volunteers limited to their travel costs and other agreed out of pocket expenses, such as their own food and entrance fees. Food and entrance fees for the Child / Young Person are the responsibility of their parent / carer.
     2. The Provider will ensure that volunteers are not made aware of any fixed sums or expenses that may be payable at routine intervals since this could lead to creation of employment rights or claims of slave labour (no matter how large or small the payment is).
  3. ***TUPE***
     1. The Provider will, where possible, not allocate individual employees to specific tasks for a long duration and should rotate service delivery by such employees thus building in as much fragmentation as possible in the service delivery by individual employees to avoid or mitigate possibility of TUPE in a future service provision change and takeover by another provider.

1. **PARTNERSHIP WORKING AND DATA**
   1. ***Sharing information***
      1. The Provider will practice effective information sharing with partners within the guidelines set out in the local safeguarding procedures and within the remit of the Data Protection Act.
      2. The Provider will supply information about the performance of the service it provides and the terms and conditions of contract.
      3. The Provider will make available other information about its service, which the Council may from time to time require, provided that the information requested is relevant to the operation of the contract.
   2. ***Data Sharing***
      1. The Provider will sign up to the Thurrock Council Data Sharing Protocol.
      2. The Provider shall supply all information/data required by the Council within the timescales set out at the time, which will not exceed 45 calendar days, but may be required more urgently if there are legal or other constitutional requirements. There will be no charge made by the Provider for the provision of such information.
      3. At the end of the contract, or upon termination, whichever comes sooner the Provider will transfer all data / records, whether in paper or electronic format, back to the Council.
   3. ***Data Protection and Processing***
      1. The UK government has introduced the Data Protection Bill (replaces the Data Protection Act 1998) which enables the UK to continue as is once the UK exits the EU. The new Bill includes all the EU standards as set in the General Data Protection Regulations (GDPR) as well as some UK specific elements relating to Law Enforcement and National Security.
      2. The Provider will comply with all legislation and best practice regarding Data Protection, including the Data Protection Act 1998 (DPA), GDPR and Council Policies as set out in Appendix 5, and any updates to these that come into force during the term of the contract.
      3. The Provider will act as a ‘Data processor’ on behalf of the Council. Whilst Providers currently have certain responsibilities under the Data Protection Act, the new GDPR will bring increased responsibility and accountability for data processors, with the Information Commissioners Office (ICO) being given new powers to issue financial penalties against data processors that do not adhere to the guidelines.
      4. The Provider will ensure that it only sends confidential personally identifiable information to the Council and third party agencies via two specific methods of communication:

* By hand to the receiver of the information if this is paper based – documents should not be posted and should be passed directly to a member of staff and not left at any reception desk
* By utilising the ‘Leapfile’ programme that the Council uses for secure data transfer (or any future applications the Council may utilise in its place)
  + 1. Under no circumstances shall the Provider send personal and sensitive information to the Council or any other agency or Service via standard email. In cases where Council staff are not registered with this system the Provider must request that they gain access before sending information. Where the request is urgent and cannot wait for this to be put in place information must be provided verbally.
    2. Information can be sent to the Council via the website below:

[http://thurrock.leapfile.net](http://thurrock.leapfile.net/)

Any deviation from this process will be viewed as a serious breach of this Contract.

* + 1. The Provider will collect and hold only relevant data under the ethos of ‘appropriate collection’.
    2. Records for Children on a Child protection plan have to be retained until the 75th anniversary of the Child’s birth. Ordinarily all data and case notes whether they be electronic or paper based will be transferred back to the Council (or at the Council’s discretion, to a replacement Provider) at the end of the contract. However, in the event of any long standing ongoing contract the Provider will ensure that records are held for these periods of time.
    3. Where the Provider is collecting data in its own right i.e. not under the responsibility that the Council gives the Provider to act as data processors, it will register with the UK Information Commissioners Office (ICO) as a data controller.
  1. ***Consent and Confidentiality***
     1. The Provider will ensure:
* Information shared with other agencies is on a need to know basis or when required to do so under the law or for the purposes of the protection of the Child/Young Person or of the public
* Information is only shared when it is in the best interests of the individual
* Provider staff follow information sharing guidance in accordance with the principles of the Data Protection Act 1998, the GDPR Regulations (EU/2016/679) and/or subsequent legislation which may come into force
* Service user information is kept confidential except where there is a perceived or actual risk of harm which precludes this and/or it is required by law
* Records are kept up to date and secure and there is a records management policy in place
* Staff receive appropriate data protection training on a regular basis

1. **ENGAGEMENT AND FEEDBACK**
   1. ***Complaints and whistleblowing procedure***
      1. The Provider will maintain a documented complaints process. This will be readily available and publicised in a range of accessible ‘user friendly’ formats and displayed on the Provider’s premises. The process will cover both adults and Children.
      2. As an outline, the procedure will be established on the basis of a three stage process. Stage 1 will be an informal discussion with a manager of the Service. Stage 2 will be a formal written complaint to the Provider, dealt with by another manager (other than the one that dealt with the stage 1 complaint) and stage 3 will be escalated to the most senior person within the organisation.
      3. The Council will inspect the Provider’s Complaints policy to ensure it is robust, and the Provider will supply regular summary reporting on complaints to the Council.
      4. The Provider will immediately report to the Council any complaints that reach a final stage of the process (stage 3).

* + 1. The Provider will establish a whistleblowing policy to allow staff to anonymously and confidentially report any concerns via an independent method, i.e. not through the management of the Service.
  1. ***Complaints and concerns via Care Quality Commission (CQC) and/or Ofsted***
     1. CQC / Ofsted may receive complaints or concerns directly about the Provider. When considering complaints, it does not act as a complaints adjudicator, but investigates concerns to make sure that the Provider continues to meet regulations, the associated national minimum standards, and remains suitable for registration. Where they do not CQC / Ofsted may take compliance action.
     2. CQC / Ofsted will investigate all instances that suggest the Provider does not meet legal requirements. Where there is non-compliance CQC / Ofsted take action to ensure Service users’ safety and compliance with the law via a range of powers that including issuing a compliance notice, restricting accommodation, cancelling a Provider’s registration or prosecuting for an offence  .
     3. The Council will review the detail of complaints and investigations that involve CQC / Ofsted and will put into place appropriate action plans with the Provider where these are required. Should the issue be assessed as sufficiently serious to place Children and parents at risk the Council may suspend the Provider and consider termination of the contract.
     4. The Provider shall provide detailed information about how it deals with complaints about the Provider and / or other Service users.

1. **REFERRALS**
   1. ***Referral Criteria***
      1. The Council will determine eligibility and make referrals to the appropriate provider.
   2. ***Referral Process***
      1. Referrals will be arranged between the Council, the Provider and the Family. The current process is set out below; however it should be noted that this may change at some point during the term of the Contract and the Provider will need to adjust their arrangements accordingly.

***Current Process***

* + 1. For access to the Service, Families contact the Council and the Council (Social Work Team) will assess and agree the required level of support for the Child or Young Person.
    2. The Council will choose the most appropriate Provider to deliver the services for the Child or Young Person. The Provider will be selected on the basis of their score and rank achieved at Tender (and price review) stage(s), and their ability to meet the needs of the Child.
    3. One of the Council’s Social Workers / Family Support Workers will contact the Provider to confirm the services to be provided for the Child and will also contact the Family to supply the relevant Provider’s contact details. A template letter used for this purpose is provided in Appendix 2G.
    4. The Provider is to advise the Council should the family request any changes to the agreed service. No changes can be accepted without the Council’s approval.

* 1. ***Response Times***
     1. The Provider should respond within the following timescales:

|  |  |
| --- | --- |
| Acknowledgement of the service request | Within 2 hours |
| Indication if package is within capabilities | Within 12 hours |
| Confirmation of package of service | Within 24 hours |

* + 1. Emergency care support packages for existing packages:

|  |  |
| --- | --- |
| Indication if package is within capabilities | Within 2 hours |
| Confirmation of package service | Within 4 hours |

* + 1. Emergency care support for new packages:

|  |  |
| --- | --- |
| Indication if package is within capabilities | Within 12 hours |
| Confirmation of package service | Within 24 hours |

1. **SERVICE DETAILS**
   1. ***Service Overview***
      1. Services will be designed and provided in partnership with Disabled Children and their Families, using clear, mutually understood communication to determine the nature and detail of the service to be given and received. They will build on the strengths of Disabled Children as well as identify and address challenges.
      2. Services will be developed from a good understanding of:

* Child development
* the impact of disability on the Child and their family
* the importance of enabling Disabled Children to participate in ordinary, community based activities
* person centred planning
  + 1. The Provider will:
* demonstrate knowledge and understanding of working with Disabled Children, their Families and Families in crisis
* provide non-stigmatised, safe, stable, caring, attractive activities, well-maintained equipment and facilities and / or environments
* ensure that any specialist activities or arranged for the Disabled Child are supervised and instructed by persons holding the relevant qualification for that specific activity
* safeguard and promote the Disabled Child’s physical, mental and emotional wellbeing and development
* ensure the service is Child centred, enjoyable and proactive in offering age, and ability, appropriate opportunities
* be attentive to the Disabled Child’s needs and rights in relation to age, gender, race, sexuality, ability and disability, and meets specific cultural and / or religious needs
* work from the Social Model of Disability and promote inclusion
* ensure that staff / volunteers effectively communicate with and understand the Disabled Child where disability precludes the usual forms of communication
* ensure staff / volunteers / Care Workers are able to effectively communicate with Families and practitioners
* ensure, where possible, that the Short Break activities promote good health in Children and a healthy lifestyle through healthy diet promotion (and healthy food choices) and engaging in healthy (physical, where appropriate) activity, according to recommended national guidelines for Children and Disabled Children
* facilitate the Disabled Child in exercising their right to representation and complaint
* ensure that the service offered assists in the delivery of meeting or exceeding the minimum requirements of all relevant legislation and guidance
* liaise effectively with all practitioners, professionals and agencies offering preventive, supportive and statutory services for Families
* develop knowledge of community, voluntary and other support services available within the local area
* ensure Short Breaks and support are an integral part of Child centred, family focused holistic planning and the continuum of care and support
* focus on the overall experience for the Disabled Child and their family and work to ensure that services are coordinated around the Disabled Child and their Families
  + 1. The Provider will, as far as possible, resource the Service to allow for increased offers (hours) of support during key stress times for Families such as the summer school holidays and Christmas school holidays.
  1. ***Lot 1 – Individual Support Services***
     1. This Lot covers Short Breaks that are provided in the family home or in the community with the aim of giving disabled Children and Young People the opportunity to develop independence and have positive experiences. Services included within this lot are outlined in this section.
     2. This service cannot be used to provide domestic services for the disabled Child’s family or to provide Child care for non-disabled Children.

***Sitting and Befriending Services***

* + 1. Sitting services allow new opportunities and experiences for Children and Young People, in addition to giving parents or carers regular planned breaks.
    2. Service Users will be allocated a specific number of hours per week within a minimum of a six month period to be used for the service. The banking or saving of unused hours is not permitted.
    3. Sessions may last for up to 8 hours; depending on the activity and care needs. In exceptional circumstances longer periods may be agreed from time to time.
    4. This provision will be offered on an ongoing and regular basis (usually weekly) and will be available at a range of times to suit the Child and family, including daytimes, evenings and weekends. The actual dates and times will be agreed between the family and the Provider.
    5. Where required, the Provider should be able to respond to emergency requests (e.g. carer sickness or family crisis) for supporting Families.
    6. Examples of sitting and befriending activities included are listed below:
* Care Workers taking Children / Young People to leisure and universal recreational activities in their community. In exceptional circumstances (determined and agreed by the Council) the inclusion of non-disabled siblings in these activities may be considered. This would usually only be agreed where exclusion would cause distress to the Disabled Child or Young Person.
* Supporting Families to carry out a range of care needs within the home. Note that this specifically excludes general support with household duties or Child minding of non-disabled siblings.

***Overnight Sitting Services***

* + 1. This Service enables Families to stay away from the family home overnight while the Disabled Child is looked after in their own home by an experienced and professional Care Worker.
    2. The Children and Young People supported under this service will be aged 3 to 17 years, and have Medium or High Level Needs.
    3. In certain circumstances, where the Disabled Child has High Level Needs, there will be a requirement for the carer to remain awake during the night and to monitor the Child / Young Person.
    4. The Council will advise the Provider to supply Care Staff who will either be awake or asleep during the night (known as Awake Nights and Sleep Nights). If the Sleep Nights option is chosen, the Provider shall expect that the Care Worker will be woken up to three times during the night. On the fourth such disturbance the care package will be converted to Awake Nights for that night only. Should this be a regular occurrence the Provider may discuss altering the care package to include Awake Nights. The Council will make the final decision as to whether a care package should be Awake Nights or Sleep Nights..
    5. The Provider will be highly competent within the speciality healthcare area required, providing Care Workers that are specifically trained to look after Disabled Children with the highest level of complex healthcare and/or palliative care needs.
    6. Both an Awake Night and a Sleeping Night shall be provided for a period of between 8 and 10 hours subject to the needs of the individual Child.
    7. To accustom Children and Young People, and their parents / carers to the idea of an overnight sitting service, a series of shorter packages could be arranged to help build confidence and acceptance.

***Participation in Universal and Chosen Leisure Activities***

* + 1. For this Service, the Provider will support individual Disabled Children and Young People with complex needs to access a range of mainstream leisure and other activities within the community to develop a new range of skills which will enable Young People, particularly those in transition to adult services, to maximise their potential for independence and live fulfilling lives.
    2. Mainstream leisure activities could be accessed across Thurrock and surrounding areas, enabling Children and Young People to continue something they enjoy or try something new, such as:
* swimming, bowling, horse riding or other sporting activity
* going to the cinema, theatre or concerts
* enjoying computer games or watching DVD’s
* arts and crafts - to include painting and drawing
* music - drums and guitar sessions; all musical instruments
* cooking and food appreciation
* going to a club or community group
* meeting up with friends
* shopping
* going to a disco or foam party
* just having a chat
  + 1. This is a time limited intervention service with the length of service being set at the time of referral. The Provider and the Council will undertake regular reviews of the intervention to discuss its success / continuing need and effectiveness. In order for these reviews to take place, the Provider will provide reports every month, or immediately should there be any concerns about the Child or the service, on the progress towards the outcomes set for the intervention.
    2. Any extension to the Short Break time-limit will be subject to a review, the Provider’s ability to satisfy the needs of the Child, setting a clear exit strategy and the needs of other Disabled Children and Young People that could benefit from the service.
  1. ***Lot 2 – Residential Short Breaks***
     1. This lot is for Short Break services provided at a specific location outside of the Child’s home. The aim of this Lot is to provide positive experiences to disabled Children and Young People. Services included within this Lot are outlined in this section.

***Overnight Stays***

* + 1. This is available for Children and Young People that require substantial care at night because of the intensity and complexity of their needs. It also gives the Families respite so they can continue to care for their Child at home.
    2. The Service assists Children and Young People with the highest level of need to socialise safely with others and to develop some independence from their Families.
    3. The amount of overnight care allocated will depend on the individual family's level of assessed need.
    4. An Overnight Stay Service shall be provided 3:00pm to 11:00am

***Daytime Activities***

* + 1. This provision will offer Children and Young People a positive experience away from home; a chance to have fun, learn, make friends and develop and enjoy independence from their Families.
    2. The Provider will ensure delivery solutions are centred on the family / Child and their outcomes. Activities will improve quality and accessibility with enhanced capacity.
    3. The activities will be flexible and available during the day as a drop in service between 8am and 6pm. These Short Breaks will fit around the needs of the Child / Young Person, balancing them with the wider support needs of the family.

***Premises***

* + 1. The Overnight Stays services will be delivered in the Provider’s premises which shall be located in reasonable travel distance. Preference would be given to premises being no more than 20 miles by road of the boundary of Thurrock.
    2. The Provider’s facility should look as much like an ordinary home as possible, with specialist equipment available if required, but stored discreetly, in order that independence can be maximised.
    3. It is the responsibility of the Provider to ensure their premises, facilities, and equipment is thoroughly clean, tidy and properly secured.
    4. The Provider will maintain the fabric of the premises including redecoration and will agree reasonable arrangements for such work to be carried out where this affects services under the Contract
    5. Premises and equipment, including computer hard and software, must be fit for purpose and maintained to a good standard of repair at all times. All buildings, approaches, equipment, games and toys must be safe, complete, and age appropriate.
  1. ***Ofsted / CQC Regulation***
     1. The Provider and managers must meet a range of legal requirements including a requirement to make a registration with Ofsted, as appropriate.
     2. At any point during the term of the contract the Provider shall notify the Council immediately if CQC / Ofsted raise any regulatory concern in respect of such registration or if their grading falls below “good”. The Council will always seek to place Children and Young People with Providers who have a grading of “good” or “outstanding”.
  2. ***Core Needs Groups***
     1. Services will be available to Disabled Children aged between 0 and 18 years who live within the borough of Thurrock, or who are Looked After Children and in the care of the Council.
     2. The Council prioritises Children and Young People who have severe learning disabilities or behaviour which is challenging, and Children and Young People who have complex healthcare needs or require palliative care or specialist equipment.
  3. ***Levels of Support***
     1. The Provider shall supply services to meet Children and Young People with three levels of need required under the Service:
* High Level Needs
* Medium Level Needs
* Low Level Needs
  + 1. The approximate percentage split between the levels are expected to be:

High Needs: 48%

Medium Needs: 22.5%

Low Needs: 29%

The definition for the three levels of need can be found in Appendix 2H.

* 1. ***Activities, Food and Subsistence and Transport***
     1. Familes are responsible to ensure that they provide sufficient money to enable their Children to partake in activities, to provide their food and substance requirements and the cost of transporting the Children.
     2. Care Workers should have access to the necessary transportation required to facilitate taking Children/Young People to planned recreational activities.
     3. Where parents state that they are unable to assist in the cost or provision of transport etc., the Provider will advise the Council who will undertake a financial assessment in order to ascertain the level, if any, financial assistance that can be given.
     4. Should financial assistance be granted, the Provider can invoice the Council for the cost of transport at the rate of 23 pence per mile. The claimable distance would be from the family home to the activity and return to the family home. The Provider will supply the Council with the rationale for the claim and evidence of the mileage travelled. Any other financial assistance will be by exception only.
     5. Where relevant to residential care, the Provider must make practical arrangements to ease the potential stress of Families accessing the service. For example, making parking available.
  2. ***Healthcare***
     1. The Provider must ensure that medication is only administered where specified in the health care plan and only administered by suitably qualified and trained staff.
     2. Medication must be:
* in the Child’s name
* in date
* in the original packaging
  + 1. Where Children have specific nutritional needs or individual care plans (e.g. Individually or medically prescribed diets) the Provider must ensure these are followed even if they do not comply with national healthy diet and nutrition standards.
  1. ***Positive Behaviour Management / Control and Restraint***
     1. The Provider’s policies and procedures should underline the importance of employing de-escalation strategies as a first-line strategy whenever there is a threat of violence or aggression towards an individual or property.
     2. As a general rule, the Provider shall not use physical methods of restraint but instead practice non-physical methods (such as Breakaway Techniques) to de-escalate the situation. However, the Council does recognise that in exceptional circumstances physical restraint may be required.
     3. Physical restraint should only be used in exceptional circumstances, and only:
* when less intrusive strategies have been tried and found to be unsuccessful
* when absolutely necessary by those people who have been trained in specific methods of delivering restraint and who hold a current qualification listed in the Training section
* where the person restraining reasonably believes it is necessary to prevent harm to the Child, themselves or another person; and it is proportionate to both:
  + the likelihood of harm and
  + the seriousness of the harm
    1. Any and all incidents involving physical restraint must be fully recorded and records open to inspection by the Council. The circumstances and justification for using physical restraint must be recorded immediately, the care worker’s line manager should discuss the incident with them within 24 hours, and a full report of every incident should be prepared within 48hours and submitted by the service to their line manager / supervising officer and the Council. Senior managers are required to monitor every such incident and take any action indicated.
    2. After any such incident the Child will be counselled and the Child’s parents and the Council will be informed on why it was necessary to restrain them. The Child should also be given the opportunity to explain their side of the story.

1. **PERFORMANCE MANAGEMENT**
   1. ***Contract Management and Monitoring***
      1. The Council will monitor the Contract by a variety of methods including but not limited to:

* Provider Self-Assessment, and verification of information submitted
* Provider /Council meetings
* Feedback from the Council and other involved parties (including Social Workers, Independent reviewing Officers, health and education Staff).
  + 1. The Provider will register with the CCRAG (Children’s Cross Regional Arrangements Group) in order for the Council to share monitoring reports for providers with other Local Authorities.

##### Provider Reviews

* + 1. The Council will carry out reviews of the Provider’s performance, including, but not limited to:
* Visits to the Provider (to evidence progress against outcomes and ensure compliance through reading files, records, documents and Staff personnel/recruitment/training files)
* Reviews of monthly reports
* Spot audit of policies, procedures, case recordings
* Discussion with Staff, parents, Children and Young People
* Reviews of internal quality assurance, audit reporting and self-assessment reporting from the Provider’s own QA systems, and, where such systems are externally accredited, review of accreditation reports and external audits.
* Requests for additional monitoring information from the Provider.
* Collation of external information (including from regulators, and from feedback throughout the Measurement Period from the normal regular interaction between the Council and Provider.
* Site visits and observations to review record keeping evidence

14.1.4 Should the Provider fail to meet the standards required at any point during the term of the contract, the Council will implement the performance management measures set out in Section: Performance Issues, Suspension and Termination.

* 1. ***Financial Viability***
     1. The Provider shall report to the Council any significant adverse changes in their financial position should be reported within 7 working days, and in the case of imminent insolvency or administration, this must be reported immediately
     2. Should there be any county court judgements (CCJ’s) against a Provider or its directors/partners or sole traders, or if a director is disqualified the Council shall be notified immediately.
     3. Should the Provider’s directors register as a director of a new company at any point during the term of the contract, the Provider shall declare these directorships to the Council within 14 working days.
     4. The Provider must implement and maintain minimum levels of insurance cover as follows:

| **Insurance Type** | **Value** |
| --- | --- |
| Public Liability | £ 5 million |
| Employers Liability | £ 5 million |
| Professional Indemnity | £ 2 million |
| Where medical assistance is provided, the Provider is required to have Medical Malpractice insurance. | £ 5 million |

* + 1. The Provider will supply copies of certificates to the Council. The Council will not accept any liability for insurance claims.
  1. ***Key Performance Indicators***
     1. The Provider shall provide data to evidence their performance against the Key Performance Indicators set out in Appendix 1. These KPIs are set for the first year of the contract and will be used by the Council in monitoring the Provider’s performance. KPI data shall be submitted to the Council to the schedule as set out in the “Reporting Frequency” column.
     2. The list of KPIs is not exhaustive but is intended to give a good indicator to the Provider as to what will be measured going forwards. Some targets will be confirmed prior to contract commencement and some are new; therefore needing a baseline figure before targets can be set. At any time during the contract term the Council and the Provider may work together to incorporate suggest additional or amended KPIs and targets to better demonstrate performance against the Council’s objectives for the Service, as necessary.
     3. As standard, the Council will review both the performance against and the relevance of, the Key Performance Indicators on an annual basis and agree with the Provider any revisions of these in advance of the next contract year.
     4. If a Key Performance Indicator is not met during the period of the assessment then the Council may require the Provider to put together an action plan to address the issues within a timescale to be defined by the Council.
     5. If the Key Performance Indicator is still not met at the next Reporting Period, the Council reserves the right to terminate the contract in line with the contractual terms.
  2. ***Management Information***
     1. Additionally, the Provider shall supply data as requested by the Council’s Commissioner which will evidence further performance of service delivery. This data may not initially have a target figure, but may form part of the discussions and amendments to the list of Key Performance Indicators. Data required from the contract outset is listed at Appendix 2B: Management Information.

14.4.2 In addition the Provider will complete and update Quarterly Individual Outcomes Tracker templates (to be completed at Placement Review Meetings). The Provider will email completed templates to the Council.

14.4.3 The Provider shall provide evidence to the Council, to demonstrate they have appropriate quality assurance procedures in place to enable them to provide evidence of compliance with the outcomes and indicators detailed in this specification.

* 1. ***Performance Issues, Suspension and Termination of the Contract***
     1. The Council will raise performance issues with the Provider verbally in the first instance. Unless the matter is immediately urgent (i.e. placing a Child or Young Person at risk) the Council will then follow up with detail in writing within 7 working days.
     2. The Council will advise the Provider of the timescale for resolution of the performance issue.
     3. In the event that the identified issues are not rectified within the timescale, the Council may exercise its right to suspend the Provider from receiving new placements until the identified issues are rectified.
     4. During this time the Council will provide a final deadline for resolution of issues and increase checks on the Provider. Failure to comply with the final request for resolution may result in the Council terminating the Provider’s contract.

1. **QUALITY ASSURANCE AND GOVERNANCE**
   1. ***Provider’s Quality Assurance***
      1. The Provider should develop a quality assurance process that sets out how issues and complaints are raised and resolved and how lessons can be learnt from them, and the process of self-audit on a regular basis to identify areas of strength and those that need to be improved.
      2. One self-audit exercise will be carried out every 2 months. The results should be recorded and provided to the Council as part of its monitoring arrangements. Any significant development areas and complaints that are identified should be reported to the Council within 7 days.
   2. ***Electronic Record Systems*** 
      1. The Provider will maintain an electronic recording system “the System” that documents all of the information below as a minimum, including the ability to provide the data required against Appendix 2A: KPIs and Appendix 2B: Management Information. This information relates to staff and service users

|  |  |
| --- | --- |
| **Electronic Records** | |
| * Name * Gender * Date of birth * Nationality * Ethnicity * Religion * Social worker details and contact * Social worker visit dates | * Start and end date of package(s) * Risk Assessments (Council and Provider) * Support Plans * Case notes * Supervision and Assessment notes * Incident logs * Safeguarding alerts * Disability/impairment/other health issues |

* + 1. The System needs to meet the requirements of the Council and shall be capable of recording dates for every interaction and producing a report of key areas in a chronological format.
    2. Any other information that the Provider intends to collect in relation to this contract will be advised in writing to the Council and not collected until express written consent is obtained from the Council.
    3. The System used will be hosted in the United Kingdom (UK) or on a fixed server maintained by the Provider. Any systems that operate outside of the UK in a ‘cloud’ based environment or any other environment where servers are not within the UK, shall only be permitted where the express written authority of the Council is sought and obtained, following due diligence by the Council.
    4. The System and any associated hardware will follow these broad principles:
* Will only be accessible by authorised staff within the organisation
* Password protected where sensitive personal, identifiable information is held
* Passwords will not be shared
* Held on a fixed server (unless hosted elsewhere and not by the Provider) that is maintained in a room or building that can be locked when there is not a member of staff presence
* Fixed desktop PCs and laptops will be maintained in lockable room or building
* Portable media – eg. Laptops/netbooks/tablets will not be removed from the Centre unless security can be reasonably guaranteed
* The Provider must implement secure Wi-Fi and not permit portable media to be used on any unsecured or public network within or outside of the office
  + 1. The Provider shall not use CDs or DVDs or Memory Sticks to store sensitive, personal, identifiable information which will leave the office

##### Paper Records

* + 1. Paper records should not be used as a method of storage due to their vulnerabilities, unless there is no reasonable secure alternative.
    2. Where it is necessary to store paper records, the Provider will ensure they will be secured in locked cupboards (with key control) and not left unattended
    3. Paper documents should not be removed from the Provider’s premises unless absolutely critical, and in any case will not be left unattended anywhere in a vehicle.
  1. ***Required Records***
     1. The Provider will maintain files for each member of staff / volunteer with the following documentation:

|  |  |
| --- | --- |
| **Staff Files** | |
| * Application form * Details of interview process and scoring with any relevant tests that were set * Copies of identification * Copies of educational / professional body certification * Copies of training certificates * DBS reference number, level, notifications and date last undertaken | * Contract of employment * Details of induction undertaken * Details of training undertaken / planned with the Provider with dates, levels and accrediting bodies * Supervision notes * Annual appraisals * Records of sickness, leave and disciplinary issues |

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1. **SOCIAL VALUE**
   1. The Council has considered the implications of the Social Value Act 2012 within the remit of this Service. The Social Value Act requires public authorities to have due regard for economic, social and environmental wellbeing in connection with public service contracts.
   2. The Council’s Social Value framework is set out here:

[https://www.thurrock.gov.uk/Council-procedures-and-thresholds/social-values](https://www.thurrock.gov.uk/council-procedures-and-thresholds/social-values).

* 1. In line with the above framework, the Council is currently seeking Industry Champions willing to speak about their sector to students in local schools and colleges. They are also seeking professional services companies to take part in consultations and surveys to develop skills and services in the South East Local Education Partnership.
  2. Tenderers will propose Social Value initiatives as part of their tender submission and once agreed by the Council, will become a contractual obligation for the Provider.

### APPENDIX 2A - KEY PERFORMACE INDICATORS

Key performance indicators will be reviewed annually.

| **Outcome** | **Description** | **Calculation** | **KPI Target** | **Reporting Frequency** |
| --- | --- | --- | --- | --- |
|
| Timeliness | % packages confirmed within referral response times | No. packages confirmed within referral response times divided total no. referrals | 90% | Quarterly |
| % packages confirmed within emergency referral response times | No. packages confirmed within emergency referral response times divided total no. emergency referrals | 100% | Quarterly |
| Parents / carers have improved relationships with their families. | % parents / carers found to have improved relationships with their families based on outcome reports, case notes and progress reports | No. parents / carers found to have improved relationships with their families divided total no. parents / carers | 100% | Quarterly plus annual report |
| Disabled Children able to do things they could not before. | % disabled children able to do things they could not before, based on discussion with parents / carers, outcome reports, case notes and progress reports | No. disabled children able to do things they could not before divided total no. disabled children | 100% | Quarterly plus annual report |
| Children joining and continuing membership of clubs or other social groups. | % children found to be joining and continuing membership of clubs or other social groups based on outcome reports, daily activity notes and progress reports | No. disabled children able to do things they could not before divided total no. disabled children | 100% | Quarterly plus annual report |
| Positive outcomes and high Service User satisfaction | % Service Users reporting high satisfaction and positive outcomes | No. Service Users reporting high satisfaction and positive outcomes divided total no. surveyed | 100% | Annual for long term Service Users. On exit for Service Users of less than one year. |

### APPENDIX 2B - MANAGEMENT INFORMATION

The Provider will report quarterly on the following Management Information items. This list will be reviewed by the Council from time to time and may be changed with notice to the Provider.

----------------------------------------------------------

* number of Children and Young People receiving service during period
* number of sessions:
* in the home
* in the community
* that are day time activities
* number of overnight stays:
* in the home
* residential
* number of appointments cancelled by parents / carers
* number of appointments cancelled by the Provider:
* with advanced notice (minimum 48 hours)
* without advanced notice / missed

### APPENDIX 2C - RELEVANT LEGISLATION

The legislation that is relevant to this contract is set out below. The Provider will adhere to all relevant legislation listed below, will ensure that its practices conform to this legislation, ensure that family assessors are familiar with the principles of each piece of legislation and will ensure that it keeps up-to-date with changes and revisions of this legislation:

* The Children Act 2004 (repealing and amending previous legislation), notably the Children Act 1989
* The Fostering Services (England) Regulations 2011made under the Children Act 1989 and the Care Standards Act 2000.
* The Carers and Disabled Children’s Act 2000
* The Children (Leaving Care) Act 2000
* Adoption and Child Care Act 2002
* Fostering Services Regulations 2002
* Health and Social Care Act 2008
* The Care Leavers (England) Regulations 2010
* The Care Planning, Placement and Case Review (England) Regulations 2010
* Children and Families Act 2014
* Safeguarding Vulnerable Groups Act 2006
* Health and Safety at Work Act 1974
* Equalities Act 2010
* General Protection Data Regulations 2018
* Data Protection Act 1998
* The UN convention on the rights of the Child

### APPENDIX 2D - APPLICABLE STRATEGIES AND POLICIES

1. **Violence against Women and Girls (VAWG) Strategy:**

Violence Against Women and Girls (VAWG) undermines confidence, opportunity and ambition for victim-survivors, especially where it takes place during Childhood or adolescence. It is not only implicated in ongoing gender inequality, meaning women and girls do not reach their potential, but also results in mistrust and isolation that undermines communities.

The Provider shall both understand and ensure their Service acts appropriately against any act of VAWG, defined as follows:

**Home Office Definition:** any act of gender based violence that results in, or is likely to result in physical, sexual or psychological harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private.

**UN Definition:** Violence that is directed against a woman because she is a woman or that affects women disproportionately... The term “women” is used to cover females of all ages, including girls under the age of 18… manifested in a continuum of multiple, interrelated and sometimes recurring forms… physical, sexual and psychological/emotional violence and economic abuse and exploitation, experienced in a range of settings, from private to public, and in today’s globalised world, transcending national boundaries.

Female Genital Mutilation (FGM) should be reported to the appropriate services and staff trained in looking at the signs of FGM and reporting procedures in place. The reporting of FGM is now mandatory for health and social care professionals as detailed within the following guidance.

Provider staff shall be trained to understand and act on the signs of potential sexual abuse or domestic violence, both towards women and towards men. The following link has useful information:

<http://www.nhs.uk/Livewell/abuse/Pages/signs-domestic-violence.aspx>

1. **Child Sexual Exploitation (CSE) Core Principles**

The Provider will be conversant with CSE, its complexities, the warning signs and Children’s vulnerabilities toward CSE. It is critical to both victim and public confidence that the response of partners is reflected accurately through operational activity, communications material and channels, and the media.

CSE is a form of abuse which involves Children (male and female, of different ethnic origins and of different ages) receiving something in exchange for sexual activity. Perpetrators of CSE are found in all parts of the country, rural and urban areas and are not restricted to particular ethnic groups.

This definition is supported by a set of national key messages:

* CSE (aged 18 and under) involves situations, contexts and relationships where the Young Person receives ‘something’ (e.g. food, accommodation, drugs, alcohol, cigarettes, affection, gifts and/or money) as a result of them performing, and/or others performing on them, sexual activities.
* CSE can occur through the use of technology without the Child’s immediate recognition; for example, being persuaded to post images on the internet / mobile phones without immediate payment or gain.

Further information and advice on CSE can be obtained from the Local Safeguarding Children Board (LSCB) <http://www.thurrocklscb.org.uk/>.

The NSPCC website gives a basic awareness around Child sexual abuse and exploitation. All staff should be versed in order to have a reasonable level of understanding if not already obtained.

[http://www.nspcc.org.uk/preventing-abuse/Child-abuse-and-neglect/Child-sexual-abuse/what-is-csa/#tab-3a4631c0-8b39f8d0](http://www.nspcc.org.uk/preventing-abuse/child-abuse-and-neglect/child-sexual-abuse/what-is-csa/#tab-3a4631c0-8b39f8d0)

All staff should be versed on teenage relationship abuse at a basic level in order to gain a reasonable level of understanding. <http://thisisabuse.direct.gov.uk/>

All Providers, when working with Young People, parents and schools will as part of their service delivery, raise awareness on the hidden harms and exploitation within all forms of social media, social networking, mobiles, sexual bullying and the dangers of sharing both images and personal information.

1. **PREVENT**

The Provider is expected to have an appropriate level of training regarding the Prevent agenda which is part of the government’s counter-terrorism strategy, CONTEST. Its aim is to stop people becoming terrorists or supporting terrorism.

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/97976/prevent-strategy-review.pdf>

Concerns should be reported where appropriate and engagement with the LSCB and organisation and local authority leads for PREVENT as necessary.

The exposure of Young People (and adults) to extreme messages is a form of Child exploitation.

The Providers of Services for Children play an important role in helping Young People to become more resilient to messages of violent extremists, and in tackling the sorts of grievances extremists seek to exploit, through creating an environment where all Young People learn to understand others, value and appreciate diversity and develop skills to debate and analyse.

Staff training

The Provider should ensure that their staff are trained and equipped to identify Young People or adults at risk of being drawn into extremist actions, as well as challenge extremist ideas. All staff should know how to refer Young People or adults at risk of being radicalised. All staff should be aware of the Government’s PREVENT strategy. The Council will make checks on the training of staff in this area.

For more information on the Prevent / Anti-radicalisation strategy please see the following websites:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/263181/ETFFINAL.pdf>

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/425189/Channel_Duty_Guidance_April_2015.pdf>

1. **HATE CRIME**

Hate crime or prejudice-based incident, whether a crime or not, is an incident which is perceived by the victim or any other person as being motivated by prejudice or hostility because of a person’s:

* Race
* Religion or belief
* Gender Identity
* Sexual orientation
* Disability

Hate crime, by individuals or groups, can take many forms such as:

* Assault
* Damage to property
* Offensive graffiti
* Neighbour disputes
* Arson
* Threat of attack and other intimidating behaviour
* Verbal abuse
* Offensive leaflets and posters
* Dumping of rubbish outside homes or through letterboxes
* Unfounded and malicious complaints
* Bullying

TheProviderwill ensure that families within the centre as well as staff are protected from these crimes. Should they be perpetrated towards families or members of staff within the *centre* or outside of it, this will be reported to the police on 101 if this is not an emergency or 999 if it is an emergency. Following any incidences of hate crime families / staff will be supported to understand and process the emotions that go with these crimes and will support the family or member of staff to report this to the police.

1. **CHILDHOOD SEXUAL ABUSE (CSA)**

Childhood sexual abuse can be disclosed as a Child or remain undisclosed by adults who were abused as Children for significant periods of time and often well into adulthood. The Provider will ensure that staff are able to recognise disclosures of CSA and make appropriate referrals to other providers, where the victim wishes to. Where safeguarding responsibilities override the duty of confidentiality the Allocated Social Worker will be informed.

1. **GANGS**

The definition of a gang is as follows:

* A relatively durable, predominantly street-based group of Young People who:
* See themselves (and are seen by others) as a discernible group
* Engage in a range of criminal activity and violence
* Identify with or lay claim over territory
* Have some form of identifying structural feature
* Are in conflict with other, similar, gangs

Vulnerable Young People are increasingly at risk of being exploited into gangs to ‘run’ drugs and commit crime. The video clip and report linked below should be familiar to all staff.

The Provider will ensure that staff are trained to identify these risks and identifying behaviours that could alert to a Young Person being involved in gangs. Where engagement or risk of engagement of a Young Person with a gang is identified, the Provider will ensure that they work with the relevant authorities to raise an alert. In the first instance contact will be made with the Thurrock Youth Offending Team. Where a Child/Young Person is deemed to be in immediate danger the Provider will notify the police.

<https://www.youtube.com/watch?v=AKRCWbif-x4>

<http://www.nationalcrimeagency.gov.uk/publications/620-NCA-Intelligence-Assessment-County-Lines-Gangs-and-Safeguarding/file>

### APPENDIX 2F - DATA PROTECTION, GDPR AND RELATED POLICIES

The Provider must familiarise itself with the requirements of the following policies:

1. General Data Protection Regulation Policy
2. Thurrock Council Corporate Data Protection Policy
3. Thurrock Council Records Management Policy

The General Data Protection Regulation Policy is set out in the following guidance from the Information Commissioner’s Office

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

The Council’s Corporate Data Protection Policy is available via the link below:

<https://www.thurrock.gov.uk/sites/default/files/assets/documents/policy-dp-201210-v04.pdf>

The Council’s Records Management Policy is set out on the following pages.

**THURROCK COUNCIL**

**Records Management**

**Policy**

INFORMATION MANAGEMENT TEAM

**Introduction**

Thurrock Council recognises that its records are a vital business resource and are key to the effective functioning and accountability of the Council. Efficient management of records is essential in order to:

• Support the Council’s core business activities

• Comply with legal and regulatory obligations

• Provide a high quality service to our customers

This policy provides a framework for the management of Thurrock Council’s records.

**Scope**

This policy applies to all records created, received and maintained by the staff of Thurrock Council, or those acting as its agents, in the course of Council business.

A record is defined as a document held in any format including (but not limited to)

paper documents, audio recordings, electronic data or visual representations. The policy is applicable to all employees of Thurrock Council.

**Legislative Framework**

The records of Thurrock Council are subject to the Data Protection Act 1998 and the Freedom of Information Act 2000, and will be managed in accordance with this legislation.

**Policy Statement**

**Best Practice**

Records should be managed in accordance with the Lord Chancellor’s code of practice on the management of records under section 46 of the Freedom of Information Act.

The guidelines produced by the Records Management Society and National

Archives should be used as an aid to assist with best practice.

**Record creation and record keeping**

All records must be authentic and reliable. An authentic record is one that can be proven:

• to be what it purports to be,

• to have been created or sent by the person purported to have created or sent it, and

• to have been created or sent at the time purported

A reliable record is one whose contents can be trusted as a full and accurate representation of the transactions, activities or facts to which they attest and can be depended upon in the course of subsequent transactions or activities.

Each Service must have in place a record keeping system which documents its activities and allows for quick and easy retrieval of information. This must include:

• Classification of records into a logical and consistent hierarchy

• Allocation of appropriate metadata consistent with the Government Metadata Framework

• Consistent version control procedures

• Consistent and appropriate security classification of records

• Clearly documented authorship and ownership of records

**Usability and integrity of records**

Usability implies that a record can be ‘located, retrieved, presented and interpreted’.

Integrity refers to a record being complete and unaltered. Records must be protected against unauthorised alterations by means of good security practice (e.g. access permissions) and authorised alterations to records must be traceable, as well as being explicitly indicated through version control (see below).

**Freedom of Information Act 2000**

Records which are to be made available via the Council’s Freedom of Information Publication Scheme should be clearly marked as such. As part of the general move towards transparent government and accountability to the public, it is vital that all records are made as easily retrievable as possible, ensuring that responses to Freedom of Information access requests are processed within the statutory timescales.

The Council’s goal is to provide as much information as possible via the Publication Scheme in order to facilitate ease of access for the public and minimize time spent on responding to individual FOI requests.

**Data Protection Act 1998**

The Council’s aim is that personal information is managed in accordance with the eight data protection principles and is available for subject access requests within the required time frame.

**Auditing**

Records management processes and procedures must support the Council’s Audit Services requirements. All record keeping systems must be able to display a clear audit trail.

In accordance with their audit plan, Audit Services undertake a program of work each year to test the completeness, validity and accuracy of records held within Departments.

**Retention and disposal**

All record-keeping procedures must support the corporate document retention policy.

Confidential or sensitive documents must be disposed of securely, in accordance with the corporate document retention policy.

**Security**

All staff must ensure that all records are held securely and accessed on a need to know basis. This includes any records that are held in the office environment but also includes records that are removed from the office or the normal place of work.

Records must not be left in locations that could result in unauthorised access or could result in a risk to the record being stolen (examples of this are records left in vehicles).

**Vital Records / Emergency Planning**

Vital records management and emergency planning within the Council is an important aspect of records management. They are part of the Council’s wider business continuity and risk management regime. All individuals have a responsibility to ensure that:

* Records (whatever their medium or format) that are vital to the Council in the event of an emergency or essential to its continuation of business are identified and sufficiently protected.
* Measures are in place to prevent disasters compromising the records and record keeping systems.

**Version control**

Effective version control is essential to good records management practice. It is particularly vital where electronic documents are stored in a shared area where they may be updated by a number of different users. Whenever any alteration is made to a record, it must be allocated a new version number. These should use consecutive numbering in a standard format (i.e. Draft records V0.1, V0.2 and for final records V1.0, V2.0)

**Metadata**

Metadata is data *about* data, and therefore provides basic information such as the author of a work, the date of creation, links to any related works, *etc*. One recognisable form of metadata is a card (hard or soft copy) index catalogue in a library; the information on that card is metadata *about* a book. Metadata exists for almost every conceivable object or group of objects, whether stored in electronic form or not.

Any metadata used in electronic documents must conform to the e-Government Metadata Standard (e-GMS). The use of metadata is particularly important in documents published on the Internet, in order to facilitate retrieval via search engines.

**Roles and Responsibilities**

**Ownership of the Policy**

The owner of the Records Management Policy is the Information Manager, who is responsible for the development and implementation of a Records Management programme and strategy. Individual Directorates should only develop procedures and practices in line with this policy.

Individual members of Council staff are responsible for creating and maintaining records in accordance with best practice, legal requirements and for ensuring that records are held securely.

**Training and awareness**

All line managers must ensure that members of staff responsible for managing records are appropriately trained, and that all staff are aware of the need for and significance of records management.

**Monitoring compliance**

The Information Management Team will **(subject to resources)** monitor compliance with the policy and performance with regard to the storage, retrieval and retention of records.

**References/Supporting Documents**

* Corporate Document Retention Policy
* Thurrock Councils Publication Scheme
* ISO 15489 International Standard for Records Management
* Lord Chancellors code of practice on the management of records under secti46 of the Freedom of Information Act

### APPENDIX 2G - SHORT BREAKS DECISION TEMPLATE

**Date**

Dear Parent/ Carer of **[Name of Child/Young Person]**

**Re: Outcome of Access to Resource Panel**

The support package for **[Name of Child/Young Person]** was reviewed and presented at panel today by **[Name of Social Worker]**. The decision of the panel is that **[Name of Child/Young Person]** has been allocated / will continue to receive **[Number of hours]** per week to provide personal care, Short Break and Outreach Service. The support package can also be used to participate in social and leisure activities at home or in the community. This decision is due to be reviewed in 6 months’ time.

Please note that the support provided to you is only for use by **[Name of Child/Young Person]**. In no circumstance should the support be used for anything other than the purpose for which it was intended, and based on the assessed needs of the family. The support cannot be used as Child care for other Children in the home or to provide domestic services.

Care hours cannot be accumulated or ‘rolled over’ but must be used in the timeframe for which they are allocated, unless prior agreed by the Team Manager.

**[Name of Provider]** has been appointed to provide this support and will be contacting you shortly to arrange suitable times and dates. Should the day(s) and time(s) requested not be available the Provider will offer alternatives.

Contact details as follows:

Telephone No.:

Email address:

If you wish to appeal the decision of the panel, please inform **[Name of Social Worker]** in writing within 10 working days from the date of this letter with any additional information you would like the Panel to consider at the next Panel meeting.

Yours sincerely

**[Name], Resource Panel Chair**

**Strategic Lead - Youth Offending Service and Prevention, Children and Family Services**

### APPENDIX 2H - DEFINITIONS

|  |  |
| --- | --- |
| Awake Nights | Where a Care Worker is awake during the night when providing a night sitting services. |
| Breakaway Techniques | Those manoeuvres used to break away from a violent Service User without causing harm and without the use of control or restraint. Breakaway skills require training, practice and regular refreshers. |
| Carer | A Carer is anyone who cares, unpaid, for a friend or family member who cannot cope without their support |
| Care Worker | A person working for the Provider to support and provide the care needs of the Service User |
| CQC | Care Quality Commission |
| Disabled Child | A Child or Young Person who has substantial difficulty, either permanent or temporary, in achieving his or her full potential in areas of personal or social development, emotional or physical health, family life, education or employment due to:   * Sensory impairments * Learning disabilities * Communication difficulties * Physical impairment * Chronic or life limiting health condition * Complex health care needs |
| Emergency Duty Service | The Emergency Duty Service (EDS) works outside of normal office hours, including nights, weekends and public holidays to respond to emergency situations that cannot wait until the Social Work Teams are able to respond during normal hours. Thurrock EDS operates:  Monday to Thursday: 4:30pm to 9:00am  Friday: 4:30pm through the weekend until 9:00am on Monday  Public Holidays  Telephone No.: 01375 372 468 |
| Family Support Worker | A person working for the Council to support families. |
| High Level Needs | Overnights / complex care and joint funded |
| Lone Worker | Those who work by themselves without close or direct supervision |
| Looked After Child | A Child is looked after by the Council if a court has granted a care order to place a Child in care, or the Council's Children's services department has cared for the Child for more than 24 hours. |
| Low Level Needs | 5 hours per week or under |
| Medium Level Needs | 6 hours per week excluding overnights |
| Ofsted | Office for Standards in Education, Children’s Services and Skills |
| Package | The services and / or support agreed between the Council and the Parents / carers |
| Personal Budget | A statement of the amount of money needed to meet eligible **social care** needs. It allows parents / carers to control the financial resources for social care support and the way the support is provided. |
| Provider | The organisation providing the services to the Council |
| Service | The Short Beaks Service |
| Registration | Ofsted registration is required for any service for Young People aged between 0 and 18 years old where personal care is provided. CQC registration is required for any service that provides personal care for Children and Young People over 16 years old. |
| Service User | Means a person to whom the Provider will provide the services |
| Sleep Nights | Where a Care Worker is asleep during the night when providing a night sitting services. |
| Volunteer | An individual undertaking activity that involves spending time, unpaid (except for travelling and other approved out of pocket expenses) something that aims to benefit the environment or individuals or groups other than or in addition to close relatives. |