

**TD1742**

**DRAFT SPECIFICATION FOR  
CONSULTATION**



Derby City Council



- 1 GLOSSARY
- 2 INTRODUCTION AND BACKGROUND
- 3 AIM AND OBJECTIVES
  - AIM
  - OBJECTIVES
- 4 CONTEXT
- 5 YOUNG PEOPLE WHO WILL ACCESS THIS SERVICE
- 6 VOICE OF THE SERVICE USER
- 7 REQUIRED PLACEMENTS
  - LOT DETAIL
  - REVIEW OF LOTS TO MEET DEVELOPING NEEDS
  - GUIDE PLACEMENT NUMBERS
  - PRICING
- 8 ESSENTIAL ACCOMMODATION REQUIREMENTS
  - EMERGENCY SAME DAY SUPPORTED ACCOMMODATION PLACEMENTS
  - NON-EMERGENCY SUPPORTED ACCOMMODATION PLACEMENTS
  - LOCATION
  - RISK ASSESSMENT REQUIRED FOR SHARED ACCOMMODATION
  - FURNISHINGS AND PROVISIONS
- 9 ESSENTIAL SUPPORT REQUIREMENTS
  - SUPPORT DETAIL
  - REVIEW OF SUPPORT HOURS
  - DEALING WITH CHALLENGING BEHAVIOUR
  - SELF HARM
  - OTHER REQUIREMENTS
  - EXCLUSIONS
- 10 RECRUITMENT AND STAFFING
  - STAFFING LEVELS
  - 24/7 STAFFING
  - STAFF RECRUITMENT
  - COMPETENCY OF STAFF
  - MANAGEMENT OF STAFF
  - SUB-CONTRACTORS
- 11 PARTNERSHIP WORKING
- 12 EXPECTED OUTCOMES
  - STRATEGIC OUTCOMES
  - PLACEMENT OBJECTIVES AND YOUNG PEOPLE'S OUTCOMES
  - OUTCOME REPORTING AND PERFORMANCE MANAGEMENT
- 13 SERVICE DURATION

- DURATION OF SERVICE REQUIRED
- POST 18 PLACEMENTS
- ENDING A PLACEMENT
- 14 STATUTORY COMPLIANCE
  - NATIONAL STANDARDS
  - LOCAL STANDARDS
  - PROVIDER POLICIES
  - COMPLIANCE
- 15 GENERAL REQUIREMENTS
  - HEALTH AND SAFETY
  - SAFEGUARDING
  - MISSING/ABSENT PROTOCOL
  - EQUALITY AND DIVERSITY
  - INFORMATION SHARING AND DATA PROTECTION
  - LOCATION OF PERSONAL DATA STORAGE/BACK-UP
  - BUSINESS CONTINUITY AND EXIT STRATEGY
  - INSURANCE
  - IR35 (INTERMEDIARIES LEGISLATION) AMENDMENT FOR OFF-PAYROLL WORKING IN THE PUBLIC SECTOR
  - ADDITIONAL SOCIAL VALUE, COMMUNITY BENEFITS AND LOCAL ECONOMY
- 16 APPENDICES
  - APPENDIX 1 - National and Local Context
  - APPENDIX 2 - Voice of the Service User
  - APPENDIX 3 - Ofsted Supported Accommodation Checklist
  - APPENDIX 4 - D2N2 Local Area Risk Assessment
  - APPENDIX 5 - Example of Weekly Support Update
  - APPENDIX 6 - Local Standards
  - APPENDIX 7 - Example of Individual Placement Agreement
  - APPENDIX 8 - Local Standards
  - APPENDIX 9 - Derby City Council's 16+ Supported Accommodation Accreditation Scheme (in partnership with Decent and Safe Homes (DASH) Services)
  - APPENDIX 10 - Supported Accommodation Risk Assessment Checklist
  - APPENDIX 11 - Nottingham City Council Child Advocacy Leaflet
  - APPENDIX 12 - Nottinghamshire County Council Child Advocacy Leaflet

## **1 - GLOSSARY**

**D2N2:** D2N2 is one of the largest Local Enterprise Partnerships in England covering an area of 4900km<sup>2</sup> and with a total population of just under 2.2 million. The D2N2 Local Authorities of Derby City, Derbyshire County, Nottingham City and Nottinghamshire County fall within this footprint.

**Supported Accommodation:** Accommodation is provided alongside support to assist young people in care aged 16-18 years, and care leavers up to the age of 21, to live as independently as possible. Support is available either on site or as planned visiting support. This type of accommodation is sometimes referred to as semi-independent accommodation.

**Service User:** As categorised below

- **Child in Care (CiC) / Looked After Child (LAC):** A Service User who is either in the care of a Local Authority, or who is provided with accommodation by a Local Authority. Also covered are children or young people who are remanded into the care of a Local Authority. (Note: although legally a child is only 'in care' or 'in the care system' if a care order has been made in relation to them, in practice these terms are commonly used to refer to all children looked after by the Local Authority whether under a care order or as a result of being accommodated).
- **Section 20:** Section 20 of the Children Act 1989 provides the Local Authority with the power to provide accommodation for a child or Service User without a court order when they do not have somewhere suitable to live. A person with parental responsibility (or the Service User themselves if aged 16/17 years) must agree to the child or Service User being accommodated.
- **Young Homeless 16/17 year old:** If a 16/17 year old presents as homeless directly at a Local Authority's Housing Department they have a duty to take a homelessness approach, provide interim accommodation and carry out investigations and assessments in relation to the Service User.
- **Child in Need (CiN):** A Child in Need is defined under the Children Act 1989 as a child or Service User who is unlikely to achieve or maintain a reasonable level of health or development, or whose health and development is likely to be significantly or further impaired, without the provision of services; or a child or Service User who is disabled.
- **Care Leaver:** A Care Leaver is defined as a person aged between 18 and 21 years, who has been looked after by a Local Authority at least 13 weeks since the age of 14; and who was looked after by a Local Authority at school-leaving age or after that date.
- **Unaccompanied Asylum Seeking Child (UASC):** Children or young people who have fled their country of origin without the care or protection of their parents. The Local Authority has a duty to accommodate the child or Service User under Section 20 of the Children's Act 1989.

**Direct One-to-One Support:** Defined as time when a Support Worker is actively engaged in a one-to-one, structured activity with a Service User. This may include, but is not limited to the following:

- Setting up a bank account
- Cooking lessons
- Identifying and supporting access to local resources such as education and health services
- Budgeting
- Exploring the Service User's personal interests and assisting them to make effective use of their free time

Direct one-to-one support must **not** include any of the following:

- Administration
- Accommodation checks
- Travelling to and from appointments, meetings and/or direct one-to-one support sessions when the Service User is not present
- Attendance at meetings when the Service User is not present
- Telephone calls unless the purpose is to liaise with a resource/service or to arrange/rearrange an appointment on the Service User's behalf and in their presence.

**24/7 Staff Availability:** The Provider must be available to respond to the needs of young people 24 hours a day. This can be through a 24-hour physical staff presence or alternatively through a daytime staff presence with an on-call response outside of office hours. Please note that staff being present on site must not be classed as direct support.

**Staff On Site 24/7:** At least 1 qualified Support Worker must have a physical presence on site 24 hours a day. During waking hours, they must actively engage with the Service User as follows:

- Take a professional interest in them and be inquisitive regarding their plans and whereabouts for the day to help the Service User understand any potential risks.
- Build trust and rapport
- Follow missing/absent protocol if required
- Support the Service User to manage or administer medication independently if required. Providers must not administer medication themselves.
- Provide emergency first aid
- Undertake a formal handover when a change of Support Worker occurs
- Report any concerns to Social Care
- Respond to the needs of the Service User should an emergency occur

On site 24/7 support is in addition to the commissioned direct one-to-one support hours for each individual Service User.

**Waking Night Support:** Defined as a Support Worker being present on site to perform support duties to meet the needs of the Service User during night hours by remaining awake and checking on them at agreed times.

**Sleep-in Support:** Defined as a Support Worker being present on site to perform support duties to meet the needs of the Service User during night hours by sleeping on the premises and waking to check/tend to them if the need arises.

**Visiting Support:** Defined as a Service User living in accommodation with a Support Worker visiting them to deliver direct one-to-one support for a commissioned number of hours per week. The support takes place during daytime hours and night-time emergencies are responded to via the Provider's out of hours provision.

## **2 - INTRODUCTION AND BACKGROUND**

D2N2 Local Authorities (The Contracting Authority) seek to jointly commission a supported accommodation framework to supply high quality supported accommodation for young people aged 16-18 years and care leavers up to the age of 21 years.

This Framework will run alongside four block contracts separately commissioned by each Local Authority within D2N2. This Framework will be used to commission placements when a block contract is unable to meet a Service User's specific requirements or has reached full capacity.

Supported accommodation placements will improve young people's skills in the following areas:

- Sustaining a tenancy
- Managing a budget
- Engaging in the local community
- Understanding how to access further support
- Gaining independence skills

The D2N2 Framework will commence from XXXXX 2022 for an Initial Term of five years.

There are two 24-month extensions and one 12-month extension available. The Maximum Term of the Framework is therefore 10 years.

The Contracting Authority will, under its duty to obtain best value, consider a range of factors when deciding whether to extend or re-tender this contract. The most important factors will be contract performance, efficiency improvements and/or cost reductions in line with the potential savings The Contracting Authority has reason to believe would be achievable by re-tendering the contract.

## **3 - SERVICE AIM AND OBJECTIVES**

### **AIM**

To provide high quality, good value, supported accommodation for D2N2's young people in care and care leavers. The D2N2 framework will require The Contracting Authority and The Provider to work in close partnership to ensure supported accommodation is available when required and meets each Service User's individual needs.

### **OBJECTIVES**

The key objectives of this service shall be to:

- Provide young people with accommodation and support at the point of need.
- Provide supported accommodation where young people feel safe, are protected from harm and safeguarding risks, and understand the consequences of risk-taking behaviour.
- Prepare young people for sustainable independence through the provision of individually tailored support in high quality accommodation.

- Provide well trained Support Workers who will form strong, positive relationships with young people to support them on their journey towards independence.
- Provide stable and consistent accommodation and support to prevent frequent placement moves and the unplanned departure of young people from their placement.
- Improve value for money by reducing The Contracting Authority's reliance on high-cost individual placements.
- Achieve positive outcomes for young people. Please see Section 12.2 of this specification for further details.

#### **4 - CONTEXT**

Please see Appendix 1 for further local and national context information.

#### **5 – YOUNG PEOPLE WHO WILL ACCESS THIS SERVICE**

The Provider must make the service available to young people, in the care of The Contracting Authority, aged 16/17 years, and care leavers. Young people in the following cohorts will reside in supported accommodation before moving to their own tenancy or adult services:

- Young Homeless 16/17 year olds
- Children in Need (CiN) 16/17 year olds
- Children in Care (CiC) / Looked After Children (LAC) 16/17 years olds (including Unaccompanied Asylum Seeking Children (UASC) and Section 20 young people)
- Care Leavers 18-21 year olds

These young people may move to supported accommodation from a variety of settings including, but not limited to, home, fostering, residential children's home, secure (e.g. Youth Offending Institution) and hospital.

These young people could be of any gender, ethnicity and cultural background. They may:

- Present with social, emotional and behavioural difficulties including threatening behaviour, physical violence, damage to accommodation and alcohol and substance misuse.
- Have experienced neglect, separation, loss abuse or trauma
- Have experienced multiple placement breakdowns including family/connected person, fostering, residential children's home and adoptive placement breakdowns.
- Have a history of missing/absent episodes
- Have a history of poor school attendance and exclusion
- Present with attachment issues
- Have learning difficulties or disabilities including high-functioning Autistic Spectrum Disorder (which does not meet the threshold for specialist provision)
- Have Attention Deficit Hyperactivity Disorder (ADHD)

- Present with low mood and/or display self-harming behaviours (which can be managed with support from CAMHS Tier 3 services)
- Have a history of offending and/or involvement with the Criminal Justice System (including being remanded to Local Authority care)
- Be at risk of criminal and sexual exploitation including associations with gangs and County Lines

Please note, the above list is not exhaustive and is only to provide an awareness of the types of behaviour/presentation that The Provider may be required to support.

## **6 – VOICE OF THE SERVICE USER**

The Provider must take into account the information contained in Appendix 2, relating to young people's views and preferences.

In addition, The Provider must also:

- Encourage all young people placed within their supported accommodation to provide continuous feedback as well as an evaluation on exiting their placement. This should include the following questions as a minimum and must be used to improve The Provider's outcomes and services for young people.
  - Do you feel safe in your home environment?
  - Do you feel prepared for managing your own budget and tenancy?
  - Would you know where to go for help with the following?
    - Physical, emotional and mental health needs
    - Emotional support
    - Tenancy advice
    - Debt advice
  - Do you have any hobbies that you enjoy and what are these?
- Support young people to access groups and forums to ensure their voice is heard in making changes and improvements to services which impact them.

## **7 - REQUIRED PLACEMENTS**

The D2N2 framework will comprise of 4 Lots of services as specified in the Lot Detail below.

A Provider can tender for 1 or more of the 4 Lots. They must ensure they meet all eligibility criteria before submitting a tender. Providers will be asked to provide prices for each Lot tendered for by completing a Pricing Schedule.

### **LOT DETAIL**

#### **LOT 1 - Solo Provision with Intensive Support**



Support and accommodation for 16/17 year old young people and care leavers who are assessed by The Contracting Authority as unable to live with other young people due to high-risk behaviours which may include gang affiliation, drug dealing, carrying weapons, sexual offences, arson, and young people subject to MAPPA.

The service must be available up to 24 hours a day unless otherwise

indicated by The Contracting Authority. The service must have staff on-site for up to 24 hours a day dependent on the needs of the Service User and as indicated by the Contracting Authority.

In addition, The Provider must provide direct one-to-one support to the Service User as commissioned by The Contracting Authority. Direct one-to-one support will be commissioned by the hour.

The Provider must also be able to offer waking night and sleep-in support for The Contracting Authority to commission as an additional service if required.

The Provider must ensure that this service remains a supported accommodation provision and does not cross the threshold into care. Please refer to the Ofsted Supported Accommodation Checklist in Appendix 3 for further information.

### **LOT 2 - Shared Provision with Intensive Support**



Support and accommodation for 16/17 year old young people and care leavers who are assessed by The Contracting Authority as able to live with other young people in a small, shared accommodation setting of approximately 2–3 beds but still require a high level of support.

The service must be available up to 24 hours a day unless otherwise indicated by The Contracting Authority. The service must have staff on-site for up to 24 hours a day dependent on the needs of the Service User and as indicated by the Contracting Authority.

In addition, The Provider must provide direct one-to-one support to the Service User as commissioned by The Contracting Authority. Direct one-to-one support will be commissioned by the hour.

The Provider must also be able to offer waking night and sleep-in support for The Contracting Authority to commission as an additional service if required.

The Provider must ensure that this service remains a supported accommodation provision and does not cross the threshold into care. Please refer to the Ofsted Supported Accommodation Checklist in Appendix 3 for further information.

The Provider must undertake robust risk management and placement matching. Each Service User must have their own lockable bedroom but may have shared communal areas, including shared bathroom and kitchen facilities.

### **LOT 3 - Solo Provision with Visiting Support**



Support and accommodation for 16/17 year old young people and care leavers who are assessed by The Contracting Authority as having the necessary skills to live alone with visiting support. This should consist of at least 1 bed accommodation.

The Provider must provide direct one-to-one visiting support to the Service User as commissioned by The Contracting Authority. Direct one-to-one support will be commissioned by the hour. Packages of support will be tailored to each Service User's needs.

The Provider must be able to scale the support up or down as necessary without requiring the Service User to move accommodation, unless a move into an alternative supported accommodation Lot is deemed appropriate by The Contracting Authority.

#### **Lot 4 - Shared Provision with Visiting Support**



Support and accommodation for 16/17 year old young people and care leavers who are assessed by The Contracting Authority as having the necessary skills to live with other young people in a small, shared accommodation setting of approximately 2–3 beds with visiting support.

The Provider must provide direct one-to-one visiting support to the Service User as commissioned by The Contracting Authority. Direct one-to-one support will be commissioned by the hour. Packages of support will be tailored to each Service User's needs.

The Provider must be able to scale the support up or down as necessary without requiring the Service User to move accommodation, unless a move into an alternative supported accommodation Lot is deemed appropriate by The Contracting Authority.

The Provider must undertake robust risk management and placement matching. Each Service User must have their own lockable bedroom but may have shared communal areas, including shared bathroom and kitchen facilities.

#### **REVIEW OF LOTS TO MEET DEVELOPING NEEDS**

The Framework maybe reviewed by The Contracting Authorities to ensure they continue to meet the required needs. The D2N2 framework will advertise any additional Lots throughout the lifetime of the contract.

#### **GUIDE PLACEMENT NUMBERS**

Anticipated bed numbers by Contracting Authority area:

	<b>Anticipated Number of Beds Required for Light Touch Framework Term</b>				
<b>Contracting Authority Area</b>	<b>Lot 1</b>	<b>Lot 2</b>	<b>Lot 3</b>	<b>Lot 4</b>	<b>TOTAL</b>
Derby City Council	3	3	9	15	<b>30</b>
Derbyshire County Council	7	7	2	4	<b>20</b>
Nottingham City Council	2	4	7	7	<b>20</b>
Nottinghamshire County Council	6	6	1	2	<b>15</b>
<b>TOTAL</b>	<b>18</b>	<b>20</b>	<b>28</b>	<b>19</b>	<b>85</b>

#### **PRICING**

Please refer to Pricing Schedule.

#### **8 - ESSENTIAL ACCOMMODATION REQUIREMENTS**

##### **EMERGENCY SAME DAY SUPPORTED ACCOMMODATION PLACEMENTS**

The Provider must:

- Provide emergency supported accommodation placements.
- Respond to and meet demand on an emergency, same day basis, when the need arises.
- Ensure that they are available to be contacted by The Contracting Authority 24 hours a day, seven days a week, 365 days a year.
- Respond (in writing) within an hour of a referral being sent to confirm if a placement can be offered.
- Prepare the accommodation with essential supplies (e.g. adequate food/drink, toiletries, towels etc) to ensure the Service User's needs are met for that evening.
- Ensure that a member of staff meets the Service User at the accommodation and supports them to settle in. This should include a tour of the accommodation and its facilities, the provision of important Health and Safety information (e.g. fire evacuation procedures) and details of how to contact staff in an emergency.

## **NON-EMERGENCY SUPPORTED ACCOMODATION PLACEMENTS**

The Provider must:

- Respond (in writing) within 24 hours of a referral being sent to confirm if a placement can be offered.
- Ensure that a member of staff meets the Service User at the accommodation and supports them to settle in. This should include a tour of the accommodation and its facilities, the provision of important Health and Safety information (e.g. fire evacuation procedures) and details of how to contact staff in an emergency.

## **LOCATION**

All supported accommodation placements must be within the D2N2 boundary (please refer to map in **Section 2 – INTRODUCTION AND BACKGROUND**).

The Provider must undertake and record a local area assessment for each accommodation provision (please refer to Appendix 4) to determine the suitability of placing young people within the location.

In assessing a location for suitability, The Provider must consider a number of factors, including, but not limited to:

- Access to resources
- Transport links
- Crime rates
- Location and impact of services providing accommodation/support to vulnerable or high-risk groups.

## **RISK ASSESSMENT REQUIRED FOR SHARED ACCOMMODATION**

The Provider must ensure that young people are appropriately matched alongside young people already resident within shared accommodation. The Provider must assess and develop effective risk management strategies in relation to the following:

- The presenting behaviour and risks of the young people already resident in the shared accommodation
- The presenting behaviour and risks of the Service User being considered for the shared accommodation

- Measures required to mitigate the aforementioned risks

## FURNISHINGS AND PROVISIONS

Regardless of accommodation type, The Provider must provide accommodation which:

- Offers a comfortable, safe and welcoming environment
- Is of high quality, provides adequate heating, is clean and secure
- Is suitably furnished, in a condition which the Service User can reside in from the first day of placement. The accommodation must include, but is not limited to:
 

○ Washing machine	○ Vacuum cleaner
○ Clothes dryers	○ Bed per Service User
○ Hob/oven	○ Wardrobe per Service User
○ Fridge and freezer	○ Desk and desk chair per Service User
○ Kettle	○ Set of drawers per Service User
○ Toaster	○ Appropriate seating (i.e. couch, armchair etc)
○ Microwave	○ Appropriate flooring (i.e. carpet, laminate, vinyl which is clean and free from trip hazards)
○ Cutlery	○ Clean and fresh internal and external decoration
○ Crockery	○ Bed linen (including pillows and duvet/blanket)
○ Glasses	○ Iron
○ Cooking utensils	○ Ironing board
○ Pots and pans	○ Bins
○ Cleaning items (i.e. mop, dusters etc)	
○ Light bulbs	
○ Curtains/blinds	
○ Lamp shades	
○ Towels	
○ TV	
- Provides a separate, lockable bedroom for each Service User if the accommodation is shared. The accommodation may have shared communal areas, which may include shared kitchen and bathrooms, however The Provider will need to ensure there is adequate space for the number of young people residing in the accommodation.
- Provides free Wi-Fi to the Service User paid for by The Provider.
- Provides a safe environment for the Service User and any visitors to the accommodation.
- Complies with the requirements of Part 1 of the Housing Act 2004 relating to the Housing Health and Safety Rating System (HHSRS). Please refer to the following link: [https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9#:~:text=It%20was%20introduced%20under%20the,or%20category%20%20\(other\)](https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9#:~:text=It%20was%20introduced%20under%20the,or%20category%20%20(other))
- Only has essential notices on display so that the accommodation feels less institutional and has a more home-like environment.

## **9 – ESSENTIAL SUPPORT REQUIREMENTS**

### **SUPPORT DETAIL**

Support will be commissioned according to the Service User's presenting needs at the time of placement and will be scaled up or down as deemed appropriate by The Contracting Authority.

The Provider must allocate a named Support Worker who has, or is working towards, Level 3 Health and Social Care or an equivalent qualification. The named Support Worker must ensure that each Service User:

- Receives the commissioned number of support hours each week
- Has their individual needs met
- Is supported to engage with appropriate agencies/services (e.g. education providers, health services etc)
- Has access to universal and specialist health services, ensuring they are registered with a GP and dentist.
- Has an individualised support plan which outlines any outcomes and objectives to be achieved, timescales and progress made
- Has a weekly support log which includes the Support Worker's name and contact details, date(s) the support took place, time spent with the Service User, details of the direct one-to-one support delivered, outcomes and resulting actions, details of any contact made with Social Care and the Service User's comments (please refer to example in Appendix 5). The weekly support log must be sent to the Service User's allocated Social Worker/Leaving Care Worker, via a secure email platform, on a weekly basis or more frequently if requested.

The Support Worker must also:

- Build rapport with the Service User (whilst adhering to professional boundaries) by exhibiting pro-social behaviour and providing strengths based, positive praise.
- Have daily contact with the Service User to monitor their wellbeing. They must inform the Police and Social Care whenever there has been no contact made with the Service User within a 24-hour period, unless agreed in advance between the Service User, Social Care and The Provider. The Support Worker must also enact The Provider's missing/absent procedures.
- Record and report any safeguarding issues and serious causes for concern to Social Care and the relevant applicable authority (e.g. the Police, Ambulance Service etc). This may include, but is not limited to, concerns regarding the Service User's physical, emotional or mental health.
- Immediately report to the Social Worker/Leaving Care Worker if a Service User is involved in criminal behaviour.

- Support the Service User to seek appropriate assistance where it is not already in place (i.e. accompanying them to hospital in an emergency and attending professional meetings (e.g. with CAMHS) where appropriate).
- Undertake an assessment of the Service User's independence skills and support needs and agree a support plan with the Service User and their Social Worker/Leaving Care Worker within the first week of their placement.
- Ensure that the Service User is at the centre of the individual support planning process and has opportunities to feed into the production and regular review of their support plan.
- Undertake signposting, referrals and proactive partnership working with appropriate agencies/services (e.g. Social Care, health services; including applicable statutory health assessments, mental health (CAMHS) and sexual health; substance misuse services, housing, education, employment and training).
- Attend strategy meetings as part of the Multi Agency Public Protection Arrangements (MAPPA) and keep evidence of staff recording of bail and licence conditions.
- Ensure that young people who have limited English communication skills, or who experience verbal communication difficulties (e.g. required to use British Sign Language) are provided with appropriate mechanisms to enable their full participation in support sessions and are supported to read and understand letters/documents which directly affect them (e.g. tenancy agreement, fire evacuation notices, appointment letters, support plans etc). This might include support from staff with appropriate language skills, community members, or translation services.
- Actively engage the Service User to take part in individual/group/household activities which build their confidence, independence and life skills to ensure they can manage their own tenancy in the future.
- Practically and creatively address non-engagement. The Support Worker must take steps to maximise opportunities for the Service User to engage with support and independence-building activities. For example, activities and support should be tailored to the Service User's preferences where at all possible. The Support Worker must report non-engagement to the Service User's allocated Social Worker/Leaving Care Worker at the earliest opportunity.
- Work with the Service User to prevent damage to property.
- Ensure that the Service User leaves their placement with an understanding of how to request and obtain support when an issue arises.
- Ensure that the Service User leaves their placement equipped with the skills required to sustain any future accommodation. This must include an understanding of their rights and responsibilities as a tenant/licensee and the potential consequences of breaching any agreement relating to their accommodation.
- Ensure that the Service User leaves their placement equipped with sufficient knowledge to financially maintain their accommodation, whether this be through earnings from employment or by claiming Universal Credit. They must ensure the Service User is aware of the importance of effective budgeting to ensure that priority expenditure (e.g. rent and Council Tax) is always maintained.
- Undertake a final assessment of the Service User's support needs, prior to the conclusion of their placement, detailing progress made and recommendations

regarding any further support required post placement. This must be shared with the Service User's Social Worker/Leaving Care Worker (and future accommodation provider if applicable) to ensure the Service User's successful transition to independence.

The Provider must ensure the Support Worker is:

- Suitably experienced and skilled in supporting challenging behaviour and trauma informed methodology
- A good match to work with the Service User
- Able to remain the main contact for the Service User in the long term
- Able to build a trusting relationship with the Service User
- Able to provide the commissioned number of direct one-to-one support hours to the Service User each week

## **REVIEW OF SUPPORT HOURS**

There may be occasion when a Service User's support hours need to be increased. For example, in response to a crisis in the Service User's life, to stabilise a placement or to prevent a placement breakdown.

Similarly, a Service User's support hours may need to be decreased as their independence skills improve. The Contracting Authority will undertake a support hour review at least every 3 months at which point the Service User's support hours may be reduced.

The Provider will be informed of changes to support hours in writing by The Contracting Authority's Commissioning team and the Individual Placement Agreement (IPA) will be varied accordingly.

An increase/reduction in support hours will be implemented when The Contracting Authority's Commissioning team informs The Provider in writing.

An increase in support hours must be implemented by The Provider immediately where staffing resources allow.

The Contracting Authority's Commissioning team will give The Provider 7 days' notice when support hours are reduced.

## **DEALING WITH CHALLENGING BEHAVIOUR**

The Provider must:

- Contain a level of risk and apply a level of tolerance that would not be expected within other settings. They must therefore ensure that robust policies and procedures are in place to manage presenting risks and behaviour.
- Notify Social Care regarding any serious incidents, safeguarding issues or significant complaints.
- Ensure there is minimal use of the police and there are suitable procedures in place to deal with incidents in the accommodation. The Provider must avoid involving the police in incidents at the accommodation that would not normally attract police involvement if the incident occurred in people's own families as per the Reducing Offender Protocol. The provider will be required to liaise with the Children in Care Police Officer and Social Care regarding any looked after child involved in criminal behaviour, child sexual exploitation, or child criminal exploitation.

- Use de-escalation techniques and demonstrate evidence of adopting restorative approaches such as conflict resolution and mediation.

## **SELF-HARM**

The Provider must:

- Support young people who self-harm and must be aware of and establish appropriate safety planning measures.
- Maintain awareness, and support with safe use, harm minimisation and distraction practises.
- Build a trusting and open relationship with a nurturing approach and should be able to encourage participation and motivate young people to engage in alternative and physical activities such as walking, cooking, music and arts and craft to minimise self-harm and risk-taking behaviours.

## **OTHER REQUIREMENTS**

**The Provider must:**

- Promote sexual health programmes to young people by either becoming a registration point or by signposting to other services offering the scheme, to enable condoms and sexual health advice to be provided to all young people. Further information can be obtained at the following link:  
<https://www.yoursexualhealthmatters.org.uk/professionals/become-a-c-scheme-provider>
- Have in place a Service User guide which provides high quality accessible information on the service they should expect to receive from The Provider and rules and boundaries that will apply while they are accommodated in that provision. Young people must be given this prior to moving in and The Provider must go through this with them to ensure they have understood the information. A version of this should also be made available to The Contracting Authority.

## **EXCLUSIONS**

The following are the responsibility of The Provider and not The Contracting Authority:

- Mileage or travel costs incurred by The Provider
- Damage, repairs or maintenance to The Provider's accommodation including white goods and soft furnishings, and damage caused by young people.

## **10 - RECRUITMENT AND STAFFING**

### **STAFFING LEVELS**

The Provider must:

- Ensure that staffing levels are adequate to ensure the safety of the young people, their staff and members of the wider community evidenced through staffing rotas.
- Maintain a level of staffing which enables the delivery of the service outlined in the specification, including being able to manage the referral volume and timeframes.
- Ensure there is sufficient staffing to cover absences due to sickness, annual leave, emergencies etc.
- Be able to deploy staff flexibly so that at times of crisis for a Service User, staffing can be increased to offer extra support.

### **24/7 STAFFING**

The Provider must provide staffing which is able to respond to the needs of young people 24 hours a day, 7 days a week, 365 days a year. For Lots 1 and 2 this must be through a 24-hour on-site physical staff presence. For Lots 3 and 4 this must be through visiting support with an on-call response outside of office hours.

Out of hours and overnight staff must be appropriately trained to deliver the support and intervention required to safeguard young people and prevent escalation of behaviours that would have a significant impact on the Service User or others including neighbours.

### **STAFF RECRUITMENT**

The Provider must ensure that they apply, manage, administer and keep records of the following:

- A Safer Recruitment process to ensure the supply of sufficient suitably experienced and qualified staff, and that robust pre-employment checks are undertaken.
- Staffs' right to work in the UK, including any new requirements due to the UK leaving the EU.
- The Service Provider must obtain two written satisfactory references for all staff prior to any involvement in the delivery of services. Where the applicant has no previous employment, two satisfactory independent character references must be obtained validated and checked.
- Enhanced Disclosure and Barring Service (DBS) checks. All staff involved in the delivery of this service, including agency/temporary staff and volunteers, must undergo a DBS check including checks to ensure they comply with the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012, in particular the Vetting and Barring Scheme. This must be updated every 3 years.
- Satisfactory results from all necessary checks are received before they allow any individuals they employ, directly or indirectly, to provide services to young people. If the results of a DBS check include disclosure, The Provider must ensure the individual in question does not provide services under this agreement, until The

Contracting Authority's Commissioning team confirms in writing that the individual is suitable to work with young people.

- If subsequent checks render The Provider's employee (direct or indirect) unsuitable, they will immediately cease their access to young people or other vulnerable persons. The Provider must immediately advise The Contracting Authority's Commissioning team of any such instances and the actual or potential impact on young people.
- They do not employ any individual who has been included on a government held barred list to work directly with young people.
- The Provider shall bear all costs associated with compliance of this section of the specification.
- The bulk of the service is delivered by full-time salaried staff (rather than relief or agency workers).

In addition to the above, The Provider must make every effort to ensure that the staff recruited are well suited to working with young people in care and supporting them on their journey to independence. Care experienced young people have identified that the right staff are of crucial importance to their engagement with the service. The following traits have been identified as important in staff who will be supporting them:

- Caring, approachable and able to relate to the Service User
- Respectful – does not treat the Service User like a child and respects confidentiality
- Empathic, non-judgemental and a good listener
- Transparent with the Service User, explaining why things can or cannot be done and not promising what cannot be delivered
- Treats the Service User as an individual and adapts their behaviour and support offered appropriately
- Understands and able to support with complex behaviour and mental health needs when required
- Someone who will believe in the Service User, support them to overcome their difficulties and help them grow
- Understands and implements professional boundaries
- Understands and implements trauma informed practice
- Resilient
- Confident to raise concerns and issues early to avoid situations escalating and to increase the chance of a positive outcome

## **COMPETENCY OF STAFF**

The Provider must ensure that their staff:

- Are competent, appropriately trained, supervised and supported on an ongoing basis to maintain the overall quality of the service.

- Have the necessary knowledge, skills and experience to deliver their role effectively. They should have or be working towards Level 3 Health and Social Care or an equivalent qualification.
- Have access to a full induction programme and ongoing training to maintain their knowledge, qualifications and expertise to an appropriate standard. As a minimum, staff must be trained in the following:
  - Safeguarding Children and Vulnerable Adults
  - Emergency First Aid including Ligature Training
  - Health and Safety
  - Missing Children
  - Child Sexual Exploitation
  - Child Criminal Exploitation
  - Substance and Alcohol Misuse
  - Sexual Health Awareness
  - Mental Health Awareness
  - Assessment and Support Planning
  - Psychologically Informed Environments
  - Trauma Informed methodology
  - Autism Spectrum Disorder (ASD)
- Understand complex trauma and adverse childhood experiences and should understand how their actions may inadvertently retraumatise young people.
- Utilise a range of de-escalation techniques to minimise aggressive and challenging behaviour and support self-regulation.
- Apply a strengths-based approach to service delivery.
- Are paid a salary which reflects the challenging nature of the work and promotes staff retention.
- Work flexibly and creatively to build relationships and support young people to achieve positive outcomes.
- Are resilient workers who will stand by young people even when they display challenging behaviour.
- Ensure the services are provided by appropriately qualified/experienced workers who understand the diverse range of support needs of the young people.
- Where additional training needs are identified for staff, the Provider will arrange training and supervision to help staff to develop the necessary skills and competences to provide effective support.
- Undertake regular training and development with their staff.

## **MANAGEMENT OF STAFF**

The Provider must ensure:

- Staff are appropriately managed and supervised to ensure service requirements are delivered and that staff and young people are safe.
- That regular one-to-one and team meetings are held on a regular basis and that this is recorded.

- The Service Manager is appropriately qualified to oversee the supervision, support and training of staff providing this service.
- That staff performance monitoring processes are in place.
- That staffing arrangements are flexible so that direct one-to-one support can be delivered at a time suitable for the Service User.
- Details of all staff employed and personnel changes.
- Records of all accidents/incidents involving staff/young people with follow up risk assessments and records of actions taken.

## **SUB-CONTRACTORS**

The use of sub-contractors is permitted as long as the lead provider maintains oversight and control of the service and that the overall service feels like a cohesive one to the young people accessing it. Any sub-contracting arrangements must be declared on the submission and agreed in writing by The Contracting Authority prior to the sub-contractor commencing work.

The Provider must provide a statement of how its staffing structure will be made up in relation to employees; agents or consultants; and volunteer staff if requested by The Contracting Authority.

## **11 - PARTNERSHIP WORKING**

The Provider must work collaboratively to successfully deliver a step change in aspiration and achievement for the young people in their care, striving for opportunities to enable them to reach their full potential to ensure that they thrive and achieve throughout and beyond their time placed with The Provider.

Delivering this service effectively, involves successfully managing the interdependencies with other organisations. The Provider must have a productive working relationship and work in co-operation with a wide range of services, including but not limited to:

- Child Mental Health Services (CAMHS)
- Looked After Child Nurses
- Children's Social Care
- Youth Offending Services
- Local Education and Training Providers
- Advocacy and Independent Visitor Services
- Emotional Health and Well Being Services for Children in Care

The Provider must be willing to discuss complex issues in relation to providing high quality support for young people and explore how solutions to these issues can be found using partnership arrangements and shared vision. The Provider must work in partnership with The Contracting Authority to:

- Secure the best possible placement for every Service User, based upon their assessed needs, wishes and feelings.
- Offer a differentiated service according to the identified social, emotional and cultural needs of the Service User and their family.

- Measure young people's outcomes, ensuring an understanding of what does and does not work and acknowledging when something needs to change.
- Listen to young people and maximise opportunities for their feedback to inform and influence service delivery.
- Provide high quality, standardised preparation for independence.
- Implement effective early intervention.
- Place young people within their local authority area to ensure links to their community and access to local resources are maintained.
- Commit to all placements being subject to a 'no disruption' clause to maximise placement stability.
- Promote innovation and continuous improvement with regard to processes and costs.
- Act and communicate openly and honestly in a spirit of collaboration and partnership working.
- Provide a working environment in which learning and improvement is fostered.
- Collect and share relevant and timely information that facilitates the partnering arrangement.
- Ensure joint ownership of objectives, measures and targets that are used to drive improvements and aid communication between the Parties.

## **12 – EXPECTED OUTCOMES**

### **STRATEGIC OUTCOMES**

The provision within this contract will contribute to each Contracting Authority's wider strategic outcomes as detailed in their Council's Plan and their Young People's Services Plan. This has been summarised in Appendix 6.

### **PLACEMENT OBJECTIVES AND YOUNG PEOPLE'S OUTCOMES**

The Provider must demonstrate progression towards meeting the identified placement objectives and the achievement of the outcomes identified in each individual Service User's support plan.

In addition, The Provider must support every Service User to achieve the following outcomes:

- To appropriately maintain their supported accommodation and improve their independence skills.
- To lead a healthy lifestyle and access health services relevant to their physical, emotional, sexual and mental health needs.
- To develop skills within their individual areas of interest.
- To access and engage with appropriate training, education, apprenticeship, employment and voluntary opportunities.
- To develop their budgeting skills and reduce any debt.
- To increase their confidence, self-reliance and social and emotional resilience, including an improved knowledge of how and when to access appropriate support.
- To build appropriate and positive relationships and links in their local community, with friends and family members (where it is safe to do so).

- To reduce the risk of criminal behaviour and promote compliance with statutory orders and licences where these apply.

<p><b>Experiences</b></p> <p>Each Service User in placement experiences:</p> <ul style="list-style-type: none"> <li>• Being safe and feeling safe</li> <li>• A stable placement</li> <li>• Consistency of relationships, even in the short-term</li> <li>• The benefits of education by being in education</li> <li>• The benefits of engaging in hobbies and interests</li> <li>• Good health within their physiological limits</li> <li>• Social and emotional resilience</li> </ul>	<p><b>Feeling Outcomes</b></p> <p>Each Service User in placement feels:</p> <ul style="list-style-type: none"> <li>• Prepared for transitions into a new placement, between placements and out of care</li> <li>• That a 'normal life' is being lived</li> <li>• In touch with people important to them (where it is safe to be)</li> <li>• They have opportunities to develop and maintain healthy and appropriate attachments and relationships with family, friends and their support network</li> <li>• Cared for</li> <li>• Valued</li> <li>• Healthy</li> <li>• Actively engaged in decisions which affect them</li> <li>• Able to drive improvements in their placement experience</li> </ul>
<p><b>After Care and Preparedness</b></p> <p>Each Service User approaching their 18<sup>th</sup> birthday and/or with Care Leaver status:</p> <ul style="list-style-type: none"> <li>• Has a choice of local, high quality, cost effective accommodation available to them</li> <li>• Is helped to develop independence skills, including sustaining a tenancy, budget management, engaging in their local community, understanding where to go to access further support, gaining life skills such as cooking, gardening, DIY, cleaning etc.</li> </ul>	<p><b>Knowledge Outcomes</b></p> <p>Each Service User:</p> <ul style="list-style-type: none"> <li>• Understands their rights and entitlement within their placement</li> <li>• Is progressing as appropriate to their age and capacity</li> <li>• Achieves their potential in education, training or employment.</li> <li>• Pursues and develops skills within their individual areas of interest.</li> </ul>

## OUTCOME REPORTING AND PERFORMANCE MANAGEMENT

Performance indicators are intended to demonstrate progress towards achievement of the aim and objectives listed in Section 3 of this specification.

The performance indicators include the following:

- Number of placements currently occupied
- Number of placements currently unoccupied

- Number of young people accessing appropriate education, training or employment suitable to their needs
- Number of young people with attendance at school/college/training/employment of at least 95%
- Number of young people registered with:
  - GP practice
  - Dentist
  - Secondary healthcare as required
- Percentage of young people who leave the placement in a planned way (e.g. rehabilitation to family, transition to own tenancy etc)
- Percentage of young people working towards completion of a course leading to greater independence
- Percentage of young people who have completed a course leading to greater independence
- Percentage of young people who have been involved in planning their own support
- Percentage of young people who have taken part in an evaluation survey

These performance indicators will be used to prompt discussion (and investigation where necessary) to enhance understanding of young people's experience in relation to the direct one-to-one support provided, placement stability and service development, amongst other aspects of The Provider's provision.

Performance management activity will include the following:

- Review of the detail and context of data in conjunction with all stakeholders
- A provider performance meeting – agenda to include full detail of concerns/issues
- An action plan with timescales for completion
- Review of progress made against the action plan to establish what further action is required, if any

The Provider must receive Contract Management Meetings, Monitoring Visits and an Annual Contract Review.

The Provider must ensure that at Contract Management Meetings and Monitoring Visits, any paperwork, including but not exclusive to: records of discussions, daily records and support worker sessions, complaints and compliments, staff supervision and training records, young people's education and training records, policies and procedures, individual Service User files including risk assessments and plans for progression, insurance and health and safety certification details, young people's and other stakeholders' feedback regarding the service/staff team, visitor logs, activities undertaken, sanction and reward records etc will be available or made available within 48 hours.

The Provider must have in place and available for scrutiny, sufficient, robust and up to date written policies, procedures, and codes of practices. This includes adequate instruction, guidance, and support for staff in the function and delivery of the service outlined within the

specification. These should be accessible and available to all stakeholders including customers. Such policies and procedural documents must include:

- Equality and Diversity Standards
- Recruitment and Selection Policy
- Staff Induction, Supervision, Appraisal, Training and Development
- Staff Code of Conduct, including Professional Boundaries
- Management and Risk Assessments
- Complaints for All Stakeholders (i.e. young people, families, carers and staff)
- Safeguarding Vulnerable Adults and Children
- Whistle Blowing
- Confidentiality and Data Protection
- Health and Safety
- Anti-bullying
- Grievance

The Provider must fully co-operate with The Contracting Authority in relation to concerns or complaints raised verbally, in writing and in confidence.

### **13 - SERVICE DURATION**

#### **DURATION OF SERVICE REQUIRED**

The duration of Individual Placement Agreements (IPAs) for accommodation and support required will vary, dependent on the needs of the Service User, and will inform the individual's support package commissioned. In many cases, it is intended that supported accommodation will be required until the Service User moves on to full independence in their own tenancy.

Transitions between provisions will be facilitated only in agreement with The Contracting Authority's Commissioning Team and will be agreed in advance to enable appropriate planning with the Service User.

Regardless of the placement type, if a Service User moves to a new placement, The Provider must undertake appropriate transition planning and outreach work where appropriate, to prepare the Service User for a successful move.

#### **POST 18 PLACEMENTS**

The Contracting Authority may commission accommodation and support for a Service User for a period of time after their 18<sup>th</sup> birthday, until they are able to move into their own tenancy or adult provision. The Contracting Authority may or may not commission support dependant on the Service User's needs. Post 18 placements can be terminated by The Contracting Authority without notice being served.

If the Contracting Authority commissions post-18 support from The Provider, this must focus on supporting the Service User's transition towards independence and assisting the Service User to settle into their 'move-on' accommodation. The provider will be made aware of any arrangement of this type prior to the Service User's 18<sup>th</sup> birthday by The Contracting Authority's Commissioning team.

#### **ENDING A PLACEMENT**

When a Service User's placement ends, The Provider and The Contracting Authority must endeavour to provide sufficient time to plan the appropriate 'move-on' arrangements to ensure minimum disruption to the Service User. Stability for each Service User is paramount. To support this requirement, each Service User in the support of The Provider, will continue to receive the same services until the placement is officially ended. The Provider must comply with the service specification and terms of this agreement, for as long as they provide these services to a Service User in an existing placement.

## **14 – STATUTORY COMPLIANCE**

### **NATIONAL STANDARDS**

The Provider must comply with the following National Standards:

- **Children and Social Work Act 2017**  
Introduces corporate parenting principles, which include being safe and having stability, and the need to maintain, as far as possible, consistency in the home environment. For some young people in care, this may mean wider support to help navigate the challenges of moving to independence through securing housing options and maintaining relationships with those whose continued support they may want or need during their transition to adulthood.
- **Children (Leaving Care) Act 2000**  
Entitles young people leaving care at 18 to support from their local authority until they are at least 21. Local authorities across the UK have a duty to assess and meet care leavers' individual needs and to develop a pathway plan, setting out the support that will be provided to the care leaver once they have left care. This should include making sure the care leaver has somewhere suitable to live.
- **NICE Guidance and Quality Standards**

**Looked After Children and Young People (Public Health Guideline [PH28] October 2010, updated 01 May 2015)** identifies the actions needed to improve the quality of life, including physical health, and social, educational and emotional wellbeing, of looked after children and young people. The focus is on ensuring that organisations, professionals and carers work together to deliver high quality care, stable placements and nurturing relationships for looked after children and young people. Please refer to the following link: <http://www.nice.org.uk/guidance/ph28>

**Looked After Children and Young People (Quality Standard [QS31] April 2013)** describes high priority areas for quality improvement in a defined care or service area. This quality standard defines best practice for the health and wellbeing of looked after children and young people. This applies to all settings and services that work with and care for looked after children and young people. Please refer to the following link: <http://www.nice.org.uk/guidance/qs31>

All services supplied by The Provider, and all aspects of the behaviour of individuals employed either directly or indirectly, must comply with all applicable legislation, statutes, registration standards, regulations and guidance (including amendments, re-enactments and updates). This includes, but is not limited to:

- The Children Act
- The Children Leaving Care Act
- The Care Standards Act
- The United Nations Convention on the Rights of the Child

- The National Standards for the Provision of Children's Advocacy Services
- Each Individual Placement Agreement (IPA) including variations
- Houses of Multiple Occupancy Regulations

An amendment to the **Care Planning Placement and Case Review (England) 2010** regulations is taking place by statutory instrument, and new National Standards are being developed. This is expected to come into force during the term of the contract. The Provider must comply with these, and any other new regulations as should come into force during the term of the contract.

## **LOCAL STANDARDS**

Each Contracting Authority has several policies, procedures and protocols that The Provider must be fully conversant with. These can be found in Appendix 8.

## **PROVIDER POLICIES**

The Provider must operate and implement comprehensive, clear and accessible policies. All staff must receive copies of policies and have confirmed their understanding of each by providing a signature confirmation. All young people must receive copies of the Acceptable Behaviour license agreement (see below) and have confirmed their understanding by providing a signature confirmation, which is saved within their file. All young people must receive copies of any other policies on request. Policies must also be shared with The Contracting Authority upon request. Policies should include, but not be limited to:

- Equality and Diversity Standards
- Safer Recruitment and Selection Policy
- Staff Induction, Supervision, Appraisal, Training and Development
- Safeguarding Children including Local Authority Designated Officer (LADO) Referrals
- Identification, Prevention and Management of Child Sexual Exploitation (to include timely alerts of suspected incidents to The Contracting Authority and other relevant partner agencies)
- Identification, Prevention and Management of Child Criminal Exploitation, including County Lines and gang affiliation (to include timely alerts of suspected incidents to The Contracting Authority and other relevant partner agencies)
- Service User Missing and Absent Policy and Procedures
- Complaints
- Grievance, Whistleblowing, Anti-bullying and Discrimination (for all stakeholders including young people and staff)
- Receiving and Managing Visitors
- Staff Code of Conduct, including Professional Boundaries
- Health and Safety, Management and Risk Assessment
- Confidentiality and Data Protection
- Behaviour Management
- Acceptable Behaviour - each Service User must sign a license agreement outlining their understanding of what behaviours will and will not be tolerated and the implications if the license agreement is not adhered to. Accommodation may have specific criteria, for example where a Service User may/may not smoke etc so the agreement may vary depending on the placement.
- Identification, Prevention and Safe management of self-harm
- Identification, Prevention and Safe Management of Alcohol and Substance misuse (including the use of new psychoactive substances)
- Business Continuity (this must set out detailed procedures and processes to be followed and actions to be taken, to ensure continuation of the Service during a disruptive event)

## COMPLIANCE

Providers must ensure that:

- All accommodation complies with all applicable legislation, statutes, registration standards, regulations and guidance (including amendments, re-enactments and updates).
- All accommodation provides a safe environment for the Service User, staff and any visitors. It must comply with the requirements of **Part 1 of the Housing Act 2004 relating to the Housing Health and Safety Rating System (HHSRS)**. All accommodation in multiple occupation which is required to be licensed under the Housing Act 2004 must have the required license in place and The Provider must comply with the conditions imposed on the license. Please refer to the following link for further information: [https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9#:~:text=It%20was%20introduced%20under%20the,or%20category%20%20\(other%20\)](https://www.gov.uk/government/publications/hhsrs-operating-guidance-housing-act-2004-guidance-about-inspections-and-assessment-of-hazards-given-under-section-9#:~:text=It%20was%20introduced%20under%20the,or%20category%20%20(other%20))
- They manage all accommodation in multiple occupation in accordance with **The Management of Houses in Multiple Occupation (England) Regulations 2006 and The Management and Licensing of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007**. Please refer to the following link for further information: [Private renting: Houses in multiple occupation - GOV.UK \(www.gov.uk\)](http://www.gov.uk/private-renting-houses-in-multiple-occupation)
- They are already registered and accredited with Derby City Council's 16+ Supported Accommodation Accreditation Scheme (in partnership with Decent and Safe Homes (DASH) Services) or be willing to register and become accredited with this scheme prior to any placement being made. Please be aware that The Provider must cover all costs associated with the DASH accreditation, must attend a short training session regarding the standard and then commit to a Provider Charter. In order to become DASH accredited The Provider must permit all of the accommodation used for this contract to be inspected by the DASH Team. Please refer to Appendix 9 for further information.

## 15 - GENERAL REQUIREMENTS

## HEALTH AND SAFETY

The Provider must comply with all relevant health and safety legislation and requirements during this contract including those listed below (list is not exhaustive).

- Lone Working
- Fire Safety
- Food Hygiene
- Control of Substances Hazardous to Health (COSHH)
- Manual Handling
- Behaviour That Challenges
- First Aid
- Health and Safety Audits

The Provider must undertake risk assessments, implement hazard control measures and be responsible for all other health and safety matters pertaining to the accommodation and services provided on this contract. The Provider must do all that is reasonably practicable to protect staff, young people and others from hazards and to prevent personal injury or damage to property.

The Provider must make all reasonable endeavours to ensure that it uses working methods, equipment, materials and consumables which minimise environmental damage in its delivery of the service.

The Provider must ensure that the following are in place, the cost of which must be met by The Provider:

- Installation Condition Report (EICR)
- Gas Safety Certificate
- Formal Fire Officer Inspection
- A written emergency evacuation plan which each Service User and staff member is aware of
- At least 1 smoke/heat detector fitted on every floor
- A carbon monoxide monitor fitted in the vicinity of every gas appliance
- Easily accessible emergency exits
- Fire doors
- Accessible and fully stocked First Aid kits
- Written risk assessments, including (but not restricted to) all areas identified in the Supported Accommodation Risk Assessment Checklist (Appendix 10) checklist.

## **SAFEGUARDING**

Both The Provider and The Contracting Authority must adhere to national and local safeguarding procedures as part of the process of preventing and managing serious cause for concern. These safeguarding procedures relate both to children and any adults that may visit the service as part of the wider involvement of the community.

The Service Provider must be fully compliant with the protocols for Safeguarding Adults and Safeguarding Children for each Contracting Authority available as follows:

### **Children's**

- **Derby City Council and Derbyshire County Council**  
<https://www.ddscp.org.uk/staff-and-volunteers/policies-and-procedures/>
- **Nottingham City Council:**  
[Safeguarding Children Partnership - Nottingham City Council](#)
- **Nottinghamshire County Council:**  
[Safeguarding children - Multi-Agency Safeguarding Hub \(MASH\) | Nottinghamshire County Council](#)

### **Adults**

- **Derby City Council**  
[Safeguarding vulnerable adults - Derby City Council](#)
- **Derbyshire County Council**  
[Safeguarding adults - Derbyshire County Council](#)

- **Nottingham City Council:**  
[Safeguarding Adults - Nottingham City Council](#)
- **Nottinghamshire County Council:**  
[Safeguarding adults - Multi-Agency Safeguarding Hub \(MASH\) | Nottinghamshire County Council](#)

The Provider must ensure the service is delivered in accordance with current legislation and national guidance. Safeguarding Children policies and procedures will be reviewed annually. The Provider must inform the Contracting Authority's Social Care team of any safeguarding concerns within 24 hours.

The Provider must ensure that young people are protected from abuse, neglect and improper or degrading treatment and must take appropriate action to respond to any allegation or disclosure of abuse in accordance with the law.

The Provider must nominate the following and ensure that The Contracting Authority's Commissioning Team is always kept informed of the identity of the persons holding these positions:

- Safeguarding Lead and/or a named professional for safeguarding children, young people and adults, in accordance with Safeguarding Guidance
- Child Sexual Abuse and Criminal Exploitation Lead

The Provider must comply with the requirements and principles in relation to the safeguarding of children and young people including in relation to deprivation of liberty safeguards, child sexual abuse and exploitation, domestic abuse and female genital mutilation set out or referred to in (but not restricted to):

- The Children and Families Act 2014 and Associated Guidance
- The Children Act 1989 and the Children Act 2004 and Associated Guidance
- The Mental Capacity Act 2005 and Associated Deprivation of Liberty Safeguards
- Working Together to Safeguard Children 2018
- Child Sexual Abuse and Exploitation Guidance

The Provider must notify The Contracting Authority's Local Authority Designated Officer (LADO) and the Commissioning team within 1 working day of any allegation of harm or potential harm to a child or Service User made against staff. The Provider must not begin their own internal investigation or inform the staff member of the allegation before seeking advice from the LADO. If the child or Service User is looked after, their Social Worker/Leaving Care Worker must be informed, otherwise a Multi-Agency Safeguarding Hub (MASH) referral must be made. The staff member concerned must be suspended from all direct and indirect contact with children, young people and vulnerable adults until the outcome of the LADO and/or police investigation is known.

## **MISSING/ABSENT PROTOCOL**

Should a Service User in the care of The Contracting Authority ever be reported as 'missing/absent' to the local police, notification should be sent **immediately or within 24 hours** of the Service User being missing/absent and found/returned to the Service User's allocated Social Worker/Leaving Care Worker.

Should the missing/absent incident occur outside of office hours The Provider must contact the relevant Contracting Authority's emergency duty team as follows:

- **Derby City Council**  
Out of Hours Emergency Duty Telephone: 01332 956607  
Out of Hours Emergency Duty Email: [DCCcareLine@derby.gov.uk](mailto:DCCcareLine@derby.gov.uk)
- **Derbyshire County Council**  
Out of Hours Emergency Duty Telephone: 01629 533190  
Out of Hours Emergency Duty Email: **Please insert**
- **Nottingham City Council**  
Out of Hours Emergency Duty Telephone: **Please insert**  
Out of Hours Emergency Duty Email: [candfdirect@nottinghamcity.gov.uk](mailto:candfdirect@nottinghamcity.gov.uk)
- **Nottinghamshire County Council**  
Out of Hours Emergency Duty Telephone: 0300 456 4546  
Out of Hours Emergency Duty Email:

A missing Service User is a high-profile safeguarding issue which is covered by statutory guidance and local Safeguarding Board procedures.

The Provider must adhere to the relevant Contracting Authority's Safeguarding and Child Sexual Exploitation (CSE) procedures detailed as follows:

- **Derby City Council**  
<https://derbyshirescbs.proceduresonline.com/index.htm>
- **Derbyshire County Council**  
<https://derbyshirescbs.proceduresonline.com/index.htm>
- **Nottingham City Council**  
<https://nottinghamshirescb.proceduresonline.com/>
- **Nottinghamshire County Council**  
[Child Sexual Exploitation](#)

The Provider should note when agreeing placements within The Contracting Authority's D2N2 boundary for other Local Authorities, they must make the placing Local Authority aware they must comply with the relevant Contracting Authority's Children's Board Procedures. This includes ensuring 'return interviews' are undertaken by those independent of The Provider's setting as well as ensuring multi-agency meetings are held where necessary.

The Provider must inform the relevant Contracting Authority when they place a Service User within its Local Authority border who is under the care of another placing Local Authority by emailing:

- **Derby City Council**  
[childplacementsteam@derby.gov.uk](mailto:childplacementsteam@derby.gov.uk)
- **Derbyshire County Council**  
**Please insert**
- **Nottingham City Council**  
[placementcontracts@nottinghamcity.gov.uk](mailto:placementcontracts@nottinghamcity.gov.uk)

- **Nottinghamshire County Council**  
[Homelessness.list@notts.cc.go.uk](mailto:Homelessness.list@notts.cc.go.uk)

The Provider must undertake, produce and regularly review individual risk assessments. The Provider must ensure that support staff have daily contact with the Service User unless agreed otherwise and must inform The Contracting Authority's allocated Social Worker/Leaving Care Worker whenever there has been no contact with a Service User within a 24-hour period unless agreed in advance between the Service User, The Provider and Social Care.

The Provider must record and monitor incidents of risk-taking behaviour by young people, and in conjunction with the Social Worker/Leaving Care Worker, take action to control and reduce risk.

The Provider must undertake, produce and regularly review matching assessments for all new residents to ensure young people are placed appropriately. The Provider must consult with The Contracting Authority's Commissioning and Social Care teams when placing another Service User alongside theirs, prior to placement. Where safeguarding issues arise, The Provider must attend professionals' meetings, including but not limited to, case conferences, strategy meetings and core group meetings. The Provider must submit written reports when requested.

The Provider must ensure that any significant events/incidents are recorded and reported to the Service User's Social Worker/Leaving Care Worker and The Contracting Authority's Commissioning team within 24 hours of the event/incident occurring. The written record must include details of, the specific overview of the event/incident, including individuals involved, time, location, any preceding triggers, action taken, authorities informed, and outcome of any investigation and further actions required.

The Provider must work with Children's Mental Health Services (CAMHS) to put in place and implement a policy and system for notification to the responsible authority of any serious concerns regarding the emotional or mental health of a Service User, such that a mental health assessment may be requested under the Mental Health Act 1983.

The Provider must ensure that young people are able to access independent advocacy services as and when required. Please refer to the following links:

- **Derby City Council**  
<https://www.derby.gov.uk/health-and-social-care/children-and-family-care/children-in-care/childrens-rights-service-advocacy-for-looked-after-children/document-downloads/>
- **Derbyshire County Council**  
[Advocates for children in care - Derbyshire County Council](#)
- **Nottingham City Council**  
Freephone: 0808 901 9488  
Email: [advocacy@childrenssociety.org.uk](mailto:advocacy@childrenssociety.org.uk)  
Please refer to Appendix 11 for further details
- **Nottinghamshire County Council**  
Please refer to Appendix 12 for further details

## **EQUALITY AND DIVERSITY**

The Contracting Authority is committed to advancing equality of opportunity and providing fair access and treatment in employment and when delivering services. We will work to deliver our commitments by tackling inequality arising out of age, disability, gender re-assignment, marital status and civil partnership, pregnancy and maternity, race, religion and belief including non-belief, sex or gender, sexual orientation, and other forms of disadvantage such as rural deprivation and isolation. Our policy applies to every Councillor, manager and employee of The Contracting Authority and any other person or organisation employed by The Contracting Authority to work or to deliver services on its behalf, including those employed through contractual, commissioning or grant-aided arrangements.

The Provider must actively meet the requirements of the Equality Act 2010 and The Contracting Authority's responsibilities under the Public Sector Equality Duty (the Duty) by paying due regard to:

- Eliminating discrimination, harassment, and victimisation and any other conduct that is prohibited by the Equality Act 2010
- Advancing equality of opportunity
- Fostering good relations between people who share a relevant protected characteristic and those who do not

The Provider must:

- Remove or minimise disadvantages suffered by people due to their protected characteristics
- Take steps to meet the needs of people with certain protected characteristics where these are different to the needs of other people
- Encourage people with certain characteristics to participate in public life or in other activities where the participation is disproportionately low

The Provider must also:

- Capture effective data collection on employees and people and analyse these statistics
- Produce equality impact assessments on policies, procedures and services that may have an impact on people or the service as a whole
- Provide one or more equality objectives at least every four years

The Duty and this specification requires The Provider to take into account people with disabilities' specific requirements, when making decisions regarding policies and services, as the law recognises that people with disabilities' needs may differ from the needs of people who do not have disabilities. The Provider must make reasonable adjustments and undertake positive discrimination to enable disadvantaged groups access to their service.

All staff employed by The Provider must recognise and respect the religious, cultural and social backgrounds of young people in accordance with legislation and local and national good practice. This includes making provision for cultural and religious needs such as prayer time if appropriate.

The Provider must ensure that it has access to appropriate translation services/resources to enable equity of access and understanding.

## **INFORMATION SHARING AND DATA PROTECTION**

People have a general right to independence, choice and self-determination including control over information about themselves. In the context of young people and adult safeguarding these rights can be overridden in certain circumstances.

Emergency or life-threatening situations may warrant the sharing of relevant information with the relevant emergency services without informed consent. The Provider and any associated organisations will sign up to Information Sharing Agreements/Information Processing Agreements as part of the pre-contract /contract initiation period.

The law does not always prevent the sharing of sensitive, personal information within organisations. If the information is confidential, but there is a safeguarding concern, sharing it may be justified.

The Provider and its staff must comply with Data Protection Act 2018, UK GDPR 2021, any future 'applicable UK data protection legislation' and Article 8 of the Human Rights Act (the right to privacy) and any subsequent legislation that is applicable during the course of the Agreement. As a minimum this means:

- The Contracting Authority will be informed of how the personal data of young people will be processed
- Staff employed by The Provider will not share information in relation to young people outside of the workplace
- Records will be accurate and kept up to date
- Young people will have a right to access information held about them
- Personal data will be kept secure at all times
- Any disclosure of personal information must be done securely
- Personal data that is not required for the provision of this service will not be collected

The Provider must have a Data Protection policy that governs conduct of staff to ensure personal data is kept secure.

The Provider must ensure that the staff who provide this service are aware of their responsibilities under the Data Protection Act 2018, UK GDPR 2021 and any future 'applicable UK data protection legislation'. The Provider will ensure that new staff receive training with regard to this as part of their induction and regular refresher training at least every 2 years.

The Provider must ensure appropriate security procedures are followed to protect the personally identifiable information belonging to the service userService User when making referrals or communicating on their behalf.

Any individual agreements that include international data flows will be subject to additional due diligence and governance arrangements.

As part of service provision, it will be necessary for The Provider to collect and store data relating to applicants (and in some cases, their families). In line with General Data Protection Regulations (Regulation (EU) 2016/679) (GDPR), The Provider and The Contracting Authority shall both be considered to be Data Controllers, and Data Subjects shall be considered to be the young people in care/care leavers placed within the service (and, where relevant, their families).

## **LOCATION OF PERSONAL DATA STORAGE/BACK-UP**

The Provider must ensure that any personal data processed for this service is not processed outside of the UK. If requested, The Contracting Authority may consider alternatives to this

as long as significant security requirements are met, which may mean a change of terms and conditions The Provider has with any third-party storage solution provider. The Contracting Authority is under no obligation to consider a request to store this personal data outside of the UK. Any additional costs The Provider incurs to meet these requirements must be entirely met by The Provider.

The Provider must understand where the personal data is 'stored' especially if using 'cloud services'.

The Provider must engage and respond to any request from The Contracting Authority concerning the location where personal data is 'stored'.

## **BUSINESS CONTINUITY AND EXIT STRATEGY**

15.44 The Provider must comply with all reasonable requests from The Contracting Authority in preparation for the end of the Individual Agreement. This may include, but will not be limited to, handover of all Service User and summary data as well as the provider's destruction of all data held which will require assurance and validation.

15.45 The Provider must engage with The Contracting Authority's Provider Failure Policy and Procedures as and when these are relevant and appropriate.

The Provider shall have a service/business continuity plan. The service continuity plan shall refer to all elements required to perform the Service Specification and as a minimum cover the following:

- The plan shall have clearly identified points as to when the service continuity plan needs to be invoked.
- An obligation upon the Provider to liaise with the Council with respect to issues concerning service continuity, disaster recovery, insolvency and support Council initiatives to monitor and manage risks to service continuity,
- The Provider has contract and personal data backed-up on separate secure server and have disaster recovery availability and data back-ups.
- The Provider has all data is protected by appropriate firewalls and antivirus products that are updated as per the software supplier's recommendations.
- The Provider has mechanisms to identify any financial problems, that may affect service delivery, at the earliest possible stage. The Provider shall have a process in place that alerts the Council to this scenario. The Provider will have scenario planned this so that it has pre-planned mitigation strategies for financial issues such as reduced cash flow, decrease in profits or turnover, debt management, negative net asset position and reduction in liquidity ratio.
- The Provider has plans in place to ensure Staff cover is provided in the event of sickness, annual leave, strikes, absence, staff leaving and any other events that could lead to a staff shortage such as epidemic/pandemic/viral illnesses, restrictions on travel etc.
- The rovider has plans to relocate staff where the accommodation they work in is not fit for purpose or Staff are unable to travel to the accommodation they work.
- The Provider has plans for supply issues in its supply chain and ensure it has continual and alternative means of accessing the equipment and services it requires such as key services, PPE and medication to meet the Service requirements.

- The Provider has a multi-channel communication strategy to ensure all stakeholders are made aware of and kept up to date on any issues that may affect them, with an emphasis on an early warning alert to the Council in the situation where the provision of the Service could be compromised or at any time where the service continuity plan is enacted in relation to the supply of this Service.
- The Provider has named Staff with designated roles and responsibilities for carrying out assigned tasks and actions in the service continuity plan.
- .
- The plan demonstrates an understanding that at all times the priority shall be the support and safety of the Service User identified as receiving a Service from the Service Provider

The Provider shall upon the Council's request provide the service continuity plan and any other risk management strategies documents relating to the performance of this Service.

## **INSURANCE**

15.46 The Provider must have the following insurances in place during the performance of Individual Agreements:

- Employer's liability insurance in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims
- Public Liability Insurance - £10m
- Professional Indemnity Insurance - £5m

Other insurances, and their levels, will need to be considered by The Provider in line with regulatory standards and guidance according to the type of service provided.

## **IR35 (INTERMEDIARIES LEGISLATION) AMENDMENT FOR OFF-PAYROLL WORKING IN THE PUBLIC SECTOR**

The law now requires public sector bodies to decide the employment status of persons they engage to provide services, or predominantly services, through an intermediary such as a personal service company or agency. The Contracting Authority will decide the employment status prior to engagement using the HM Revenue and Customs employment status tool, which can be found at the following link: <https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

If The Contracting Authority decides the engagement is 'employment' Tax and Employees National Insurance will be deducted from The Provider's invoice under PAYE.

The Contracting Authority believes that IR35 is not applicable to this requirement. However, if it becomes apparent that there needs to be a review of the employment status of this requirement, then The Provider must co-operate with and assist The Contracting Authority in reaching a decision if IR35 is applicable, which shall rest with The Contracting Authority.

## **ADDITIONAL SOCIAL VALUE, COMMUNITY BENEFITS AND LOCAL ECONOMY**

Across all Lots, The Provider will be expected to consider how best to maximise additional value for the community and the D2N2 economy in their service delivery through mechanisms which may include consideration of:

- How peer support and citizen engagement can be developed as part of the service where applicable and appropriate.
- Seeking of external funding as appropriate to further the aims and objectives of the service.
- Ways that the local economic benefits including the development of employment opportunities, apprenticeships, volunteers, work experience and through wider learning and development opportunities for the community.
- How value can be generated to the local supply chain.
- How to promote fairness and equality.
- How to minimise the environmental impact to the local community when delivering these services.
- How to improve the capacity and sustainability in the voluntary and community sector.
- Other ways that the service can offer additional value in the delivery of the service.

The Provider will be required to record and report on additional value gained on request.

## **16 - APPENDICES**

### **APPENDIX 1**



APPENDIX 1 -  
National and Local Co

### **APPENDIX 2**



APPENDIX 2 - Voice  
of the Young Person.c

### **APPENDIX 3**



APPENDIX 3 - Ofsted  
Supported Accommo

### **APPENDIX 4**



APPENDIX 4 - D2N2  
Local Area Risk Asses:

### **APPENDIX 5**



APPENDIX 5 -  
Example of Weekly Su

### **APPENDIX 6**



APPENDIX 6 - Local  
Standards.docx



APPENDIX 7 -  
Example of Individual

## **APPENDIX 7**

## **APPENDIX 8**

**Insert once provided by each LA**

## **APPENDIX 9**

**Locate and insert**

## **APPENDIX 10**

**Locate and insert**

## **APPENDIX 11**

**Nottingham City resending**



APPENDIX 12 -  
Nottinghamshire Cou

## **APPENDIX 12**