 

Northamptonshire Youth Offending Service

Tutoring Service

Service Specification

Please Note: This specification forms an integral part of the contractual arrangements and provides the criteria by which service quality, efficiency and effectiveness will be monitored and evaluated by Northamptonshire Youth Offending Service and other interested parties.

For the purpose of this document Youth Offending Service will be known as “NYOS”

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# Scope

# Northamptonshire Youth Offending Service (NYOS) is seeking to identify and appointment a single service to deliver tutoring services to children and young people predominantly between 16 and 18 years old (with some short-term educational support for under 16 children) who are open to the service and not able to access educational support elsewhere. The service will include Functional Skills English and Math’s level 1+2 tutoring and access to exams, support in preparing for return to regular education, training or employment.

# Term

This a 1 year contact starting between 1st and 30th September 2023. With either party able to end the contract with a 3 month notice period.

# Strategic Context

Background

In June 2022 HMIP, Ofsted and Estyn released the results of their joint inspection of ETE services in youth offending teams in England and Wales. In contextualising the issues this report highlights the over representation of children with educational difficulties in the youth justice system. For example, it is identified from the general population education statistics that 0.6 per 1000 pupils, experience permanent exclusion during the 2021/2022 academic year. However, within the cohort of children in the inspection (181 case inspections) 31% of these children had been permanently excluded (65% experiencing any form of exclusion). These findings evidence a significant over representation of children excluded from education within youth justice services. As part of this inspection, User Voice gathered the views of 29 children across 6 youth services, worryingly the primary feedback was that they felt ETE services were not considering their skills, interests and abilities.

National evidence and local research confirm that children working with the youth offending service are more likely to experience educational difficulties, which all contribute towards an individual’s self-identify and perception of education, these include:

* + unmet or undiagnosed special educational or additional learning needs,
  + behavioural issues.
  + limited positive peer integration due to behaviour/capacity.
  + repeated exclusions.
  + reduced access to education.

2.11 HMIP reviewed Adverse Childhood Experiences (ACEs) in children and identified that 66% of the cohort they reviewed had experienced 5 or more ACEs. Therefore, these children are undoubtably more less likely to want or be able to engage in education in its traditional format. This will form part of the approach for NYOS ETE team in this reviewed blueprint.

Northamptonshire

NYOS is committed to addressing disproportionality and over representation within youth justice and in order to address this we have produced an Over Representation Plan [ORP]. This plan includes a recommendation for NYOS to review its education offer and put in place resources to address over representation within education, particularly in relation to the link between educational difficulties and the criminal justice system. Within this plan local data is explored and it has been identified that within Northamptonshire 55% of children and young people working with NYOS are identified to have education difficulties at the point they close to the service. Furthermore, 28% of the children we work with are identified as having special educational needs, and 87% are identified as having social communication difficulties.

NYOS has expanded its local research to review ethnicity. National findings have identified

that if a child is black or of mixed ethnicity, they are more likely to have undiagnosed SEN and

are more likely to be excluded from education. This knowledge, and the knowledge that black,

and mixed ethnicity children are overrepresented within the youth justice system, not just

locally, but nationally, requires there to be a consideration for how these children are

considered in both education and youth justice. The table below (Fig.1) identifies that between

Sept 2021 and Sept 2022 10% of children working with the NYOS ETE team were mixed

ethnicity, and 6% Black, both figures indicate an over representation of children from black

and mixed ethnicity requiring additional ETE support. Going forward ethnicity will be a

measure in relation to SEN and exclusions to enable local data to be gathered and accurately

reflected.

When we reviewed the concerns raised by NYOS case managers it identified that through

the assessment process it was identified that over 60% of the children we work with were

identified as having concerns in relation to their Education, Training and Employment

With regards to identified special educational needs (SEN) over 29% of children working with NYOS in the past 12 months have been identified as having concerns in this area, with 17% being identified as having difficulties with reading and writing and 9% having a diagnosed social communication difficulty. The assessments by practitioners identify that the 9% of children with diagnoses is likely to be more indicating that there are a significant proportion of children coming to NYOS with undiagnosed difficulties, meaning that educational placements are less likely to be appropriate.

# Contract Objectives

The objectives of this contract agreement is to award a single supplier to provide tutoring services to young people across Northamptonshire who are open to NYOS and identified as in need of educational input.

**Service Specific Requirements**

* The service should be available 51 weeks of the year. Two 3 hour sessions per week. One session should be in the West of the county, and the other in the North.
* Although the commissioned tutoring service is primarily aimed at children and young people post 16. There will be support offered within the ETE intervention plan as an interim support whilst appropriate education offers are put in place by the local authority.
* Provision of Initial assessment in English and/or maths
* Off site visits if needed
* Tailored 1:1 tuition of English language skills to Reformed Functional Skills Qualifications specifications and/or GCSE as appropriate to each learner
* Tailored 1:1 tuition of Mathematics skills to Reformed Functional Skills Qualifications specifications and/or GCSE as appropriate to each learner
* Tutors based in the YOS are able to assist young people in achieving accreditation in English and Maths that ranges from Entry Level 1 through to Level 1. They are also able offer City and Guilds Entry 3 and Level 1 qualification in employability skills. In addition, the tutors are also able to assist young people in CV writing, college applications, job and apprenticeship searches and applications, CSCS (Construction industry qualification). They can offer careers information, advice and guidance, particularly in relation to college.
* City and Guilds Entry 3 and Level 1 qualification in employability skills.
* Guidance and teaching to be provided in conjunction with centre employed staff to ensure continuity of support for the learner.

# Expectations of Northamptonshire Youth Offending Service

The successful provider is expected to support Northamptonshire Youth Offending Service’s Education Offer and values: **Children, Young People and Families at the heart of all we do - in every action we take and every decision we make.**

**Our Commitment**: What we do today affects your tomorrow, we promise to walk side by side with you.

**Our Values**:

* Be child focused and work with the whole family
* Make a difference with trust and integrity
* Concentrate on the best solution
* Act with respect, kindness and compassion
* Communicate well
* Do the best job of your life every single day

**Our Objectives:**

NYOS will aim to develop and deliver high quality services to children and young people in the county of Northamptonshire within the resources made available to NYOS.

Northamptonshire Youth Offending Service Youth Justice Plan 21-22 can be accessed here: [Youth Justice Plan 2223 - Appendix A.pdf (moderngov.co.uk)](https://westnorthants.moderngov.co.uk/documents/s7687/Youth%20Justice%20Plan%202223%20-%20Appendix%20A.pdf)

* 1. **Service Standards**

The provider should be an experienced provider of educational support to post 16 children up to functional skills level 2 and city and guilds employability.

The supplier will be committed to developing educational support services for children open to NYOS, and commit to developing achievable educational plans with the voice of the child alongside NYOS ETE staff. The supplier must:

* Work co-operatively with NYOS ETE workers and case managers.
* Provide information about the service delivery to enable the quality and impact of the service to be monitored.

Quarterly contract review meetings will be arranged with the provider to discuss and capture qualitative and quantitative monitoring information, which will enable all involved to understand the impact that provision has on children and young people accessing the services.

# Accessibility and Referrals

# Information about the service will be easily obtainable and accessible.

# The service will be available 7 hours per week, 3.5 hours in the North (Kettering on a Wednesday) and 3.5 hours in the West of the county (Northampton).

# There will be the opportunity for the service to be delivered in alternative locations in the county, this will be pre agreed with the provider and in special circumstances to support the young person. NYOS will make the arrangements for a suitable building for the session to be conducted.

# All children and young people open to NYOS will have access to the service and delivery will be adapted dependent on their needs.

**7. Outcomes and Key Performance Indicators**

The provider is required to deliver outcomes aligned with NYOS ETE commitments below, and NYOS will work with the provider to achieve these to ensure children and young people across Northamptonshire are supported.

|  |  |
| --- | --- |
| NYOS ETE commitments | Description |
| All children and young people have the opportunity to achieve level 1 + 2 English and Maths (functional skills) | * The level of intervention is always proportionate to the assessed level of need. * Children and young people have access to tutoring and exams enabling them to achieve relevant qualifications. |
| All children and young people have the opportunity to develop their own ETE goals. | * Children in need of support and guidance are identified early and have their needs assessed in a timely and effective way. * Children and young people are consulted and listened to in relation to their personal ETE goals. * Future ETE plans are identified in preparation for closure to the commissioned service. |
| All children and young people have access to ETE options across the county. | * Service delivery to reflect the needs of children and young people in Northamptonshire and adapted based on individual needs. * Close working and planning between tutor and NYOS ETE worker to identify a robust ETE plan. |

Outcomes can be achieved by (but not limited to) the below;

* Provision of 1:1 tutoring sessions available to children referred into the service via the ETE worker. This will be offered to 8 children per week for 45 mins per session. 4 children will be seen in the West of the county, and 4 in the North.
* Links with ETE workers to support ETE plans and future ETE options.
* Flexible approaches to all children reflective of needs and goals of the individual child.

**7.2. The Provider will be required to submit a completed return 4 a year , as outlined below:**

|  |  |  |  |
| --- | --- | --- | --- |
| Tutoring Services delivered within YOS | No:  Exam taken | No: Ready for exam | No: Working towards |
| Entry level English |  |  |  |
| Entry level Maths |  |  |  |
| Level 1 English |  |  |  |
| Level 1 Maths |  |  |  |
| Level 2 English |  |  |  |
| Level 2 Maths |  |  |  |
| Entry level Employability |  |  |  |
| Level 1 Employability |  |  |  |
| Other focus |  |  |  |
| Total children and YP seen during this period |  |  |  |

# Business Continuity and Disaster Recovery

The supplier is required to develop business continuity plans to ensure that services can continue to be delivered in the event of an emergency or other disruption to normal supply. These plans will be available to NYOS upon request.

**8.1** **Complaints and Compliments**

The provider shall maintain an effective complaints and compliments policy and procedure that is in accordance with NCT’s Complaints policy. Such policy shall have systems in operation which monitor the incident and outcome of all complaints and investigations regarding the provision of the service.

Families and children and young people wishing to complain will have the option to use the provider’s process or the formal [NCT Complaints](https://www.westnorthants.gov.uk/your-council/comments-compliments-and-complaints) route (though West Northamptonshire Council) and/or the route for Young People to complain or give a compliment through [Young Northants](https://www.northamptonshire.gov.uk/councilservices/children-families-education/young-northants/Pages/default.aspx). The provider will ensure that children and young people, parents, carers and partners are aware of how to make a complaint using either of the policies

All formal complaints will be monitored and updates will be required from the provider and remedial action taken as a result of any complaints.

The provider must notify NCT’s Authorised Representative of any complaints and investigations into the service as soon as reasonably practicable but in any event within 2 working days of the receipt and must keep the Representative informed of the outcome. If the complainant is not satisfied with the outcomes of the service provider’s finding in relation to their complaint, they shall be advised of their right to pursue a formal complaint via NCT’s complaint policy which can be found on the NCT website and Young Northants.

The provider shall co-operate fully with NCT’s Representative in investigating and resolving complaints made and every endeavour shall be made to improve the service where valid and reasonable recommendations have been received so as to minimise further complaints so far as is practicable.

A written record of all complaints made and any action taken must be kept and be made available for inspection by the NCT’s Authorised Representative.  
  
The provider shall bear the costs of dealing with complaints and for providing information and assistance to NCT.

Northamptonshire Children’s Trust reserves the right to recover either as a debt or right to set off under the agreement from the provider, any compensation paid out by NCT to a Complainant where either NCT or the Local Government Ombudsman has upheld the complaint and concluded that the provider was at fault.

**8.2 Modern Slavery, Child Labour and Inhumane Treatment**

The Parties agree to:

* comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
* have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and
* not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

Businesses may not employ anyone under the age of 18 in any type of work that by its nature or circumstances is hazardous or is carried out in a way likely to jeopardize the health, safety or morals of Young Persons

**8.3 Providers must follow the Ethical Trading Initiative’s Base Code to ensure workers’ rights. Equality & Diversity**

Providers must comply with the [Trusts Equality, Diversity and Inclusion Policy](https://www.nctrust.co.uk/Pages/about-the-childrens-trust.aspx)

* In accordance with the Human Rights Act 1998 and Equality Act 2010, Providers must:
* Demonstrate equality in all aspects of their practice and have clear procedures in place;
* Ensure everyone they are responsible for, positively embrace the concept of diversity in society and encourage the children and young people in their care to understand and respect different cultures and lifestyles;
* Ensure everyone, is responsible for understanding and accepting the damaging effects of discrimination in society and have the knowledge, skill and will to challenge and report the perpetrators of discrimination and to support children and young people who have or may experience racist abuse or attacks;

Have an Equality and Human Right Impact Assessment for Services

**8.4 Health & Safety**

The provider shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff, carers and other people working on the premises in the performance of its obligations under the Contract.

The provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to NCT on request.

# 9. Safeguarding and Child Protection

**9.1 Northamptonshire Safeguarding Partnership**

The Provider must comply with [Northamptonshire Safeguarding Children Partnership procedures](http://www.northamptonshirescb.org.uk/about-northamptonshire-safeguarding-children-partnership/policies/) ([policies and procedures](http://northamptonshirescb.proceduresonline.com/) and [NCT’s Procedures](https://northamptonshirechildcare.proceduresonline.com/))and also hold current, appropriate and fit for purpose policies **and** procedures, relating to the policies listed below. It is the responsibility of providers to ensure that children and young people accessing its services feel safe and secure. Providers must have a ’Safeguarding Children and Young Persons Policy’ in place that is compliant with Northamptonshire’s Safeguarding Children’s Partnership Procedures.

NCT acknowledges that the provider is required to follow the policies and procedures of the Local Safeguarding Children’s Partnership of the local authority in which the Service is provided

The provider shall have in place clear policies and procedures relating to:

* Safeguarding and such policies and procedures shall comply with the requirements of this Agreement; and
* whistle blowing and must have a written procedure for people involved or cared for within Services. This must also include a reference regarding the availability of NCT’s whistle blowing policy.

The provider shall provide copies of its policies and procedures to NCT on request and shall ensure that such policies and procedures are kept under regular review and updated during the Agreement Term.

If by reference to the requirements of the policies and procedures referred to there are any matters that should be brought to the attention of NCT then the provider shall ensure that this is done in a timely manner.

**9.2 Safer Recruitment and Staffing**

The provider is responsible for assessing whether a Standard, Enhanced or Enhanced with barred lists check is required for staff. NCT’s expectation is an Enhanced DBS check with access to the DBS Children’s Barred List is carried out for all staff who work unsupervised or have access to information about Children and Young People.

The following guidance in relation to Standard and Enhanced DBS checks refers;

[Disclosure and Barring Service Guide](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/753972/Standards_eligibility_guide_v1.0_051118.pdf) 1  
[Disclosure and Barring Service Guide 2](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/804668/Child_workforce_guide_v10_0_28052019.pdf)

All checks must be renewed every 3 years as a minimum

* The provider must notify the Authorised Representative from NYOS (the person appointed by NYOS to administer and manage the contract on behalf of the NYOS or such other person NYOS may nominate from time to time) about any complaints, allegations or critical and major incidents.
* The provider must ensure that its Safeguarding Policy is updated regularly and is made available to NYOS on request.
* The provider must carry out a ‘Lesson Learnt’ exercise after any incident and send to NYOS.
* The provider shall ensure that it has up to date and appropriate Children and Young People’s Safeguarding policies and procedures in place which reflect and adhere to the multi-agency Children and Young People’s Safeguarding policy for Northamptonshire. Such provider policies and procedures must give clear guidance to Care Workers on how to recognise and refer safeguarding concerns to a person with lead responsibility within their organisation. All contracts of employment shall include an explicit responsibility for safeguarding children, young people and adults according to the local Safeguarding protocols, policies and procedures.
* It is the provider’s responsibility to ensure that all front line staff are immunised against known infectious diseases that will have detrimental effect on children and young people, in accordance with government guidelines ([Immunisation - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/immunisation)

**9.3 Training and Development**

Staff must have the necessary skills, training, and experience to ensure a quality service to individuals and partners.

This should include (but is not limited to):

* + - Knowledge of the needs of individuals with a SEN/Neurodiversity.
    - An ability to provide tutoring to the identified levels noted earlier in the document.
    - Good knowledge of partnership agencies in in the Education, training and Employment sector.
    - Ability to offer support and guidance to individuals, carers, professionals around Education, Training and Employment.
    - Ability to signpost individuals and appropriately

All staff (including volunteers) must be encouraged and supported by the supplier to continue their professional development by undertaking training, to ensure safe and competent delivery of the service as well as delivering and maintaining best professional standards and legislative requirements.

# Pricing Schedule

For the period of the contract (including any extensions) or earlier termination of the contract, NYOS shall pay the undisputed sums due to the provider quarterly in arrears.

For payments to be triggered, an acceptable invoice must be received. Evidence to demonstrate what has been achieved must be provided at the 6 monthly performance monitoring meetings.

**10.1 Price Review**

It is not expected prices will increase over the period of this Contract.

# Data Management and General Data Protection Regulation (GDPR)

The Potential Provider shall comply with any further written instructions with respect to processing by NYOS.

Any such further instructions shall be incorporated into the Schedule below.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, Northamptonshire Youth Offending Service is the Controller and the Supplier is the Processor. |
| Subject matter of the processing | The processing is needed to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. |
| Duration of the processing | Duration of processing of data will be for the life-time of the contract and any extension period as detailed above |
| Nature and purposes of the processing | The nature of the processing will be any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, ,use,disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)  The purpose is to be able to provide the Interpretation and Translation Services as detailed in the Contract |
| Type of Personal Data being Processed | Name, address, date of birth, sex, telephone number, race, ethnic origin, religious or political beliefs, genetic data, biometric data, health data, sex life, or sexual orientation |
| Categories of Data Subject | Customers of Northamptonshire Youth Offending Service |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | Data to be held for the lifetime of the Contract and upon termination of the Contract, all Protected Data and all copies of such data shall be securely destroyed by the contractor in accordance with Data Protection Laws. |

# Legislation

Providers will comply with applicable legislation, statutes, registration standards, regulations and guidance, and any amendments, re-enactments or updates in respect of the Services they supply and all aspects of the behaviour of individuals they employ directly or indirectly. This includes the following legislation and guidance (this list is indicative for guidance only and is not exhaustive) and the Trust’s relevant standing orders, policies, procedures and instructions relevant to the Services the Provider are supplying.

**Relevant Legislation**

* The Children Act 1989 and 2004
* Care Standards Act 2000
* Health and Social Care Act 2012
* Care Planning and Case Review Regulations
* Children and Young Persons Act 2008
* Children Leaving Care Act 2000,
* Care Leavers Regulations 2010
* Carers and Disabled Children Act 2000
* Statutory guidance including but not limited to:
* Statutory Guidance - Children Who Run Away or go Missing from Home or Care 2013
* Safeguarding Children and Young People from Sexual Exploitation 2009
* Working together to Safeguard Children 2018
* UN Convention on the Rights of the Child (Article 12)
* Health and Safety at Work Act
* Equality Act 2010 amended (2016)
* Data Protection Act 2018
* Human Rights Act (1998)
* Freedom of Information Legislation

# Handover at End of Contract

The supplier agrees to be shadowed by NYOS’s incoming supplier (if different from the existing Supplier) for up to four weeks during the last two months of the Contract.

On the expiry of the Term or if the contract is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the service provider shall co-operate fully with NYOS to ensure an orderly migration of the Services to the Children’s Trust or, at the Children’s Trust’s request, a Replacement supplier.

- **END (Appendices to follow) -**

# Appendix 1 : Safer Recruitment Checklist

|  |
| --- |
| Check that the member of staff has the right to work in the UK |
| Where the individual is registered with any relevant professional body, this is verified and, where  necessary, checks undertaken that the individual is allowed to work by that body. |
| Have 2 written references, one from the current or last employer, one of which is followed up verbally.  Verify both references and can evidence the candidate’s suitability for the role they have applied for.  Where a referee will only provide a reference to evidence employment, the Provider shall seek an alternative.  References are not accepted by friends or family members. |
| Ensure that potential staff are formally interviewed by at least two staff who have been trained to carry out recruitment in line with employment legislation. The Provider must ensure that interview questions and tests assess the candidate’s ability and motivation to do the job.  Responses are recorded and signed by the interviewers. |
| Ensure that any required Disclosure and Barring Service (DBS) Check is undertaken by the  Disclosure and Barring Service for all Staff carrying out regulated activities before employment commences. |
| Issue all employees with two copies of their job description and appropriate conditions of  employment. One of each of these documents is to be signed, as being a *true copy of the original certificate*, and dated by the employee and placed in their file. |
| Ensure all staff have completed an application form, and any gaps in employment addressed and  recorded. |
| Records  The Provider shall keep a record of all staff that will include: -   1. date of birth; (sight and copy of original Birth Certificate) 2. home address and telephone number; 3. qualification certificates; photocopies of the original certificates should be taken and confirmed as being a true copy of the original certificate. They should be signed and dated by an authorised officer of the Provider. 4. where appropriate, the Social Work registration number; 5. a completed application form, and any gaps in employment addressed and recorded; 6. copies of recruitment interview notes, signed and dated by person interviewing the employee; 7. confirmation that the employee knows of no medical reason why they cannot undertake the role expected of them as part of their normal duties; 8. details of any criminal convictions and any measures taken by the Provider to mitigate any risks; 9. a record of the DBS number 10. details of position held (job description with person specification and a signed contract of employment); 11. employment commencement / start date; 12. number of hours employed; 13. all training received since employment commenced;   evidence of their identity, keeping sufficient evidence that will enable the Provider to identify their employee and confirm their right to work in the UK; see the following webpage for guidance on checking applicants have the right to work in the UK [(link)](https://www.gov.uk/check-job-applicant-right-to-work)   1. previous and current appraisal and any development plan; 2. records of supervision (signed and dated); 3. If driving is part of the role, the following additional records are required: -    1. copy of full driving licence    2. copy of vehicle insurance, which confirms that business mileage is covered   confirmation that the vehicle has a current MOT certificate |