# SECTION 3 – SPECIFICATION

**Mentoring Support for the most disengaged Looked After Young People**

# INTRODUCTION, CONTEXT AND SCOPE

This opportunity is for a Framework which will last three years. The Service is demand led and the number of young people requiring the Service may vary at any one time. Current volume is 5-8 young people. There will be an Order Form and Individual Agreement which will form a contract for each Young Person.

The Council is looking for a Service Provider to support the most disengaged 'looked after young people' within Derby City, who are refusing to engage with educational opportunities and key adults (parents / carers / support workers). The successful Service Provider will provide a Young Person with a one to one mentor who will:

* develop a non-judgmental relationship
* support and challenge the Young Person as appropriate
* help the Young Person engage with other key adults and opportunities

The aim of this service is to provide support to the young people to enable them to make steps towards meaningful engagement with key adults and education.

This requirement fits in with the local priorities of improving the outcomes and life opportunities for a vulnerable group.

The key end users are Young People who are Looked After by Derby City Council.

The mentoring service will provide flexible, person-centred support to meet the Young Person's needs, through establishing positive relationships and linking into local support networks and activities which will improve self-confidence, self-esteem, self-worth and wellbeing. These are all attributes which could help the Young Person to improve their lifestyle outcomes. This will be achieved by using evidence-based practice(s) which have been accepted as a benchmark for the delivery of early help services to achieve identified positive outcomes. The Order Form will identify the individual outcomes that are to be achieved for each Young Person.

The main aims of this mentoring service are to:

* Develop and improve interpersonal interaction
* Help people to explore the options open to them
* Build confidence and personal development
* Understand the consequences of actions
* Explore problematic patterns of behaviour
* Set personal goals
* Enable problem solving
* Empower and engage
* Advocate on behalf of /individuals – speaking for individuals who are unable to speak for themselves

This mentoring service will:

* Provide cost-effective, high quality provision, according to evidence-based protocols.
* Provide services centred on recognised national best practice guidance where this exists
* Provide evidence based support with demonstrable positive outcomes

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# CORE

* The key task which must be carried out is to engage the most disengaged Looked After Young People by providing appropriate Mentors who have a proven record in this requirement.
* The Mentor/Service Provider will contact each Young Person within two working days of receiving an Order Form.
* The Mentor/Service Provider will arrange to meet with the Young Person within ten working days after initial contact.
* The Mentor shall not change once assigned to a Young Person. If the Mentor is no longer available due to reasons outside of the Service Provider's control to perform the Service, the Service Provider will inform the Council and arrange for an appropriate substitute for the Young Person, within seven calendar days.
* The Council unilaterally reserves the right to reject a Mentor on behalf of a Young Person. If this happens the Service Provider will arrange for an appropriate substitute for the Young Person, within seven calendar days.
* The Mentor will be expected to establish a meaningful relationship and gain the trust of the Young Person.
* The Young Person will be expected to make progress towards engagement with education.
* The achievement of appropriate qualifications and a positive progression to post 16 education or training should be an outcome.
* The Young Person will make demonstrable progress across a range of indicators in areas such as placement stability, resilience, problem behaviour, missing and engagement with key adults.
* This service aims to ensure the most vulnerable young people are appropriately supported. The Service Provider will identify the number of young people which a Mentor will have on their case load. Currently it is envisaged that there are between 5-8 young people who would benefit from this service across the City
* The Service Provider must flexible to be able to manage referrals from the Virtual School to satisfy the need at any one time.
* The Service Provider where appropriate will work with appropriate partners as either instructed by the Council or as deemed appropriate by the Service Provider as beneficial to the Young Person to achieve the outcomes of this service or a particular Order.
* The mentoring support will need to be flexible and delivered in and around Derby City at various times to meet the needs of the Young Person.
* The Service Provider will use technology to engage with the Young Person where legal restrictions do not allow face to face contact.
* The Service Provider will have a track record of working with the most difficult to reach young people.

# SERVICES TIMESCALES

The mentoring service should be flexible to accommodate the needs of the young people. This may include evening/late evening and weekend provision of the Service.

# SAFEGUARDING

Safeguarding children and their families is paramount. Derby and Derbyshire Safeguarding Children Partnership have rigorous policies, procedures and practices to ensure this, and their guidance documents should be followed at all times.

<https://www.ddscp.org.uk/staff-and-volunteers/policies-and-procedures/>

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All Service Provider policies and procedures must comply with Derby and Derbyshire Safeguarding Children Partnership policies and procedures. Safeguarding policies must be in place and evidence provided that these are reviewed on an annual basis and/or when new guidance is published.

The safeguarding and promotion of the welfare of children is a statutory duty in accordance with Section 11 of the Children’s Act 2004:

* The Service Provider will have a designated lead/single point of contact for all safeguarding issues,
* Staff training needs in relation to safeguarding will be continually evaluated with all staff receiving appropriate training,
* The Service Provider is expected to have a clear statement outlining the service’s responsibilities towards children available for all staff,
* The Service Provider will demonstrate senior management commitment to the importance of safeguarding and promoting young person’s welfare,
* All safeguarding policies and guidelines are implemented and followed by every employee within the Service Provider’s organisation,
* A safeguarding culture that supports information sharing between organisations, with clear information given to families prior to the intervention beginning, regarding how and why information will be shared, must be visible.
* All mentors working with young people must have an enhanced Disclosure Barring Service check.

# IMPROPER CONDUCT

The Service Provider shall ensure that neither it or its Staff shall not take any actions that result in the detriment of a Young Person’s welfare or to the delivery of the Service, either by positive action or by omission. Such action shall include but is not limited to:

* + 1. Abuse
    2. fraud and theft from Young People
    3. sexual misconduct or sexual exploitation
    4. improper inducements, including inducements offered to employees of the Council
    5. conspiracy with officer or officers of the Council or any Staff to defraud or disadvantage Young People
    6. financial malpractice

# EQUALITIES

The Council 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 Council and any other person or organisation employed by the Council to work or to deliver services on its behalf, including those employed through contractual, commissioning or grant-aided arrangements.

It is the responsibility of the Service Provider to actively meet the requirements of the Equality Act 2010 and Derby City Council responsibilities under the Public Sector Equality Duty by paying due regard to:

* eliminating discrimination, harassment, and victimisation and any other conduct that is prohibited by the Equality Act
* advancing equality of opportunity
* fostering good relations between people who share a relevant protected characteristic and those who don’t.

Having due regard means the Service Provider needs to remove or minimise disadvantages suffered by people due to their protected characteristics:

* taking steps to meet the needs of people with certain protected characteristics where these are different to the needs of other people
* encouraging people with certain characteristics to participate in public life or in other activities where the participation is disproportionately low.

The Council also expects the Service Provider to capture effective data collection on employees and Young People and analyse these statistics

* producing equality impact assessments on policies, procedures and services that may have an impact on service users or the service as a whole
* providing one or more equality objectives at least every four years

The Duty and this specification requires the Service Provider take into account disabled people’s impairments, when making decisions about policies and services, as the law recognises that disabled’s people’s needs may be different from the needs of non-disabled people. This might mean making reasonable adjustments or treating disabled people better than non-disabled people to meet their needs.

All Staff employed by the Service Provider will recognize and respect the religious, cultural and social backgrounds of service users in accordance with legislation and local and national good practice.

The Service Provider will ensure that it has access to appropriate translation services/resources to enable equity of access and understanding and that no Young Person is excluded from the Service due to cultural, religious or language needs.

# QUALITY AND PERFORMANCE STANDARDS

* The Service Provider will contribute to the termly Personal Education Plans (PEPs), LAC Reviews and Team Around the Child meetings; and other planning meetings as appropriate to engage the Young Person
* The Service Provider must be able to demonstrate how they will measure progress being made by the Young Person with appropriate methods of recording contact, interactions and outcomes with Young People
* A termly performance report will be required outlining the activity undertaken with each Young Person mentored and an indication of progress which has been achieved
* Failure or partial failure to deliver the appropriate mentoring service may result in the termination of the Individual Agreement relating to the specific Young Person.

# PERFORMANCE TARGETS

* All mentees (Young People) can be shown to have progressed in their meaningful interactions with adults and in their engagement with education as described in the Order Form.
* The Young Person will have a positive EET (Education, Employment or Training) outcome when they become post 16
* Throughout the Individual Agreement there will be a requirement for continuous improvement in terms of demonstrable progress in engaging the Young Person.

# 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 children 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 Service Provider and any associated organisations will sign up to Information Sharing Agreements as part of the pre-Framework period.

The law does not 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 Service Provider and its Personnel shall comply with the Data Protection Act 2018, any future ‘any 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:

* Young People are informed of how their personal data will be processed;
* Personnel will not share information about Young People outside of the workplace;
* Records will be accurate and kept up to date;
* Young People will have a right to access to information held about them;
* Personal data will be kept secure at all times;
* Any disclosure of personal information must be done securely;
* Personal data will not be collected that is not required for the provision of the service.

The Service Provider shall have a Data Protection policy that governs conduct of Personnel and how personal data is kept secure.

The Service Provider will ensure that the Staff who provide this service are aware of their responsibilities under the Data Protection Act 2018. The Service Provider will ensure that new Staff receive training on this as part of their induction and receive refresher training on their responsibilities under the Data Protection Act 2018 and any future ‘applicable UK data protection legislation, at least every two years.

The Service Provider must therefore ensure signed confidentiality agreements are in place for all members of Personnel working on the contract.

The Service Provider will ensure appropriate security procedures are followed to protect the personally identifiable information belonging to young people 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.

## LOCATION OF PERSONAL DATA STORAGE/BACK-UP

The Service Provider is to ensure that any personal data processed under this Framework shall not be processed outside of the UK. If requested, the Council may consider alternatives to this as long as significant security requirements are met, which may mean a change of terms and conditions the Service Provider has with any third-party storage solution provider. The Council is under no obligation to consider a request to store this personal data outside of the UK. Any additional costs the Service Provider incurs to meet these requirements shall be entirely met by the Service Provider.

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

The Service Provider will engage and respond to any request from the Council concerning the location of stored personal data, with proof if requested, at no extra cost to the Council.

# STAFFING

The Service Provider shall maintain a level of staffing which enables the delivery of the Service outlined in the specification. The Service Provider shall ensure there is a sufficient reserve of Staff to cover for absences due to sickness, holidays etc.

The Service Provider will have a robust recruitment process to ensure the supply of sufficient and suitably experienced and qualified (where appropriate) Staff to effectively deliver the Service as described in this Service Specification.

The Service Provider will have appropriate Staff retention processes, appropriate to the market it operates in, to ensure the supply of sufficient and suitably experienced and qualified (where appropriate) Staff to effectively deliver the Service as described in this Service Specification

Staffing ratios will be appropriate to the numbers and needs of the Young People and as required for the activity being delivered. All recruitment procedures must be fully compliant with *Keeping Children Safe in Education 2016.[[1]](#footnote-1)* Service Providers must have an up to date recruitment policy and a clear staff induction process that can be provided through the quality assurance processes. Service Providers must have a Volunteers Supervision Policy and be able to provide this, where they intend to use volunteers within their provision. Under no circumstances, should volunteers be left in full supervision of a Young Person.

The Service Provider will ensure that it takes into account the range of communication skills and abilities of the Young Person population when recruiting and training Staff, to ensure that no Young Person is excluded from accessing the service.

Ensure enhanced DBS checks have been carried out on current and future Staff and volunteers in respect of the provision of this Service.

When recruiting staff, Service Providers must take account of all current legislation, and Home Office guidance including equalities legislation, and;

* Ensure that employment practice and conditions of service maximise retention of Staff and minimise staff turnover,
* Work as part of a multiagency team and in partnership with the Council and partner agencies,
* Provide skilled, regular supervision to front-line Staff to ensure work is focused and effective.
* Ensure that Staff have the necessary training, skills, competencies, personal qualities and value base to enable them to relate well to Young People.
* Conduct regular reviews of staffing capacity and capability to ensure they have sufficient number of suitably trained and experienced Staff to deliver the service.
* Ensure that Staff are only working with Young People for whom they have been trained to provide support for.

# INTERFACE WITH OTHER SUPPLIERS / SERVICE PROVIDERS

Service Providers maybe expected to work in partnership with and alongside of a wide range of statutory and non-statutory partners in order to meet the needs of the Young Person. This may include:

* NHS Health Services,
* Police and other statutory agencies
* Educational establishments
* Staff with other organisations and providers that support the Young Person outcomes.

In this respect, Service Providers must alert the Council and any partner organisations of any change in circumstances that may affect the provision of Service for and Residents at the earliest opportunity.

# REPORTING / CONTRACT MONITORING

* Each Individual Agreement will be monitored by the Virtual School for Looked after Children who are responsible for monitoring the educational outcomes for Looked After Children.
* The termly reports will be submitted to the Virtual School and refer to the number of interactions and a summary of the interactions made with the Young Person.
* Performance is to be monitored and assessed through termly keep in touch meetings with the Council's Contract Manager.
* A formal Framework Agreement review meeting will take place once a year

# PROBLEM SOLVING, COMPLAINT AND FEEDBACK

* The Service Provider will work collaboratively with the Council and other partners and Service Providers where relevant, to ensure that any difficulties in Service delivery are resolved as soon as is practicable to support Young Person.
* The Service Provider will have a complaints procedure in place that can easily be accessed by the Young Person. This policy will ensure that complaints and feedback generate lessons learnt and continuous improvement.
* The Service Provider shall also ensure that Young People are made aware that they can use the Council’s Complaints Procedures and are provided with details of how they can access these procedures. The Service Provider will also co-operate with any investigation under the Council’s complaints procedure.
* Any complaints need to be monitored and reported to the Virtual School.

# RISKS

The Service Provider will ensure that the Council is kept informed of any risks to non-delivery of the contract and will put in place measures to prevent this.

# SUB-CONTRACTORS

No sub-contractors will provide any element of this Service unless agreed in writing by the Contract Manager prior to the sub-contractor starting work. The Service Provider will notify the Council of any sub-contractor currently delivering any part of this Service on its behalf detailing individually the name of the subcontractor organisation, the percentage of service being delivered and its cost. The Service Provider shall furnish a statement of how its staffing structure will be made up in relation to employees; agents or consultants; and volunteer staff.

# INSURANCE

The Service Provider will have the following insurance cover for the duration of the contract.

* Employer's liability insurance - £5 million in respect of any one occurrence or series of occurrences arising out of any one event;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 - £5m for each and every event

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

# VOLUME AND EXPENDITURE

The Service requirement is demand led but currently there are 5-8 young people receiving this type of Service. There is an upper budget limit of £40,000 per year of the contract.

# INVOICING AND PAYMENTS

The Service provider will invoice the Council on a monthly basis with a consolidated invoice, which shall be paid in arrears. The invoice shall provide a breakdown of the Service provided per Young Person (ie per Individual Agreement) and the individual costs allocated to each Young Person.

# PREVENT

The Service Provider will acknowledge and understand Derby City Council’s duties under section 26 and 29 of the Counter Terrorism and Security Act 2015 and shall co-operate and provide all necessary assistance to Derby City Council to enable it to comply with such duties. For the avoidance of doubt no provision of this Specification (including but not limited to clause 9 (Data Protection)) shall prevent the Service Provider from sharing all relevant information pertinent to the prevention of terrorism and/or radicalisation of vulnerable people with Derby City Council.

# TERM OF CONTRACT

The term of the contract will be 36 months.

The contract will start on the 1st September 2021 and end on the 31st August 2024.

# 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 Council will decide the employment status prior to engagement using HM Revenue and Customs employment status tool, which can be found here -

<https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

If the Council decides the engagement is ‘employment’ Tax and Employees National Insurance will be deducted from the Service Providers invoice under PAYE.

The Council 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 Service Providers shall co-operate with and assist the Council in reaching a decision if IR35 is applicable, which shall rest with the Council.

1. <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2> [↑](#footnote-ref-1)