**Thurrock Council Service Specification**

**Independent Foster Care Agencies**

**Lot 3**

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1. **INTRODUCTION AND BACKGROUND**
   1. Thurrock Council is seeking to appoint Independent Foster Care Agency Service Providers to supply high quality foster care for Children in care who have a wide range of needs.
   2. The overarching aims and objectives of the service are:

* To safeguard Children and Young People
* To enable Children and Young People to return to their families / carers, where appropriate
* To provide safe and secure accommodation for Children and Young People
* To enable Children and Young People to develop confidence and resilience and have positive wellbeing through structured support
* To ensure that Children and Young People develop and acquire skills that will prepare them for independent living, adulthood and employment through structured support
  1. The Service Provider will adhere to the following overarching principles in every aspect of the service:
* Safeguard Children and Young People from harm and exploitation
* Provide a stable, safe and caring environment for Children and Young People
* Ensure that Children and Young People are treated as individuals and are actively involved in decisions that are made about them
* Support Children and Young People to become independent and gain critical skills that will enable them to flourish and transition to adulthood
* Attend to each Child’s and Young Person’s individual needs
* Work in partnership with the Council and other agencies to safeguard Children and Young People and ensue that they live fulfilling lives
  1. The Council is committed to robust safeguarding responses where it is necessary to ensure the safety and best interests of the Child. As of September 2019 there were 302 looked after children
  2. The types of placement that our looked after Children are placed in are as follows:
* 25 are in residential care
* 130 are in independent foster care
* 110 are in local authority foster care
* 31 are in supported accommodation

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

**Our vision**

**An ambitious and collaborative community which is proud of its heritage and excited by its diverse opportunities and future.**

**Our priorities**

**People - a borough where people of all ages are proud to work and play, live and stay.**

This means:

* high quality, consistent and accessible public services which are right first time
* build on our partnerships with statutory, community, voluntary and faith groups to work together to improve health and wellbeing
* communities are empowered to make choices and be safer and stronger together

**Place - a heritage-rich borough which is ambitious for its future.**

This means:

* roads, houses and public spaces that connect people and places
* clean environments that everyone has reason to take pride in
* fewer public buildings with better services

**Prosperity - a borough which enables everyone to achieve their aspirations.**

This means:

* attractive opportunities for businesses and investors to enhance the local economy
* vocational and academic education, skills and job opportunities for all
* commercial, entrepreneurial and connected public services
  1. The Council in addition has a number of related strategies and policies with which the Service Provider shall comply. These are set out in detail in Appendix 4: Applicable Policies and Strategies and include:
* Violence against Women and Girls
* Child Sexual Exploitation
* Prevent
* Hate Crime

1. **OUTCOMES**
   1. The Service aims are set out as follows:

* To provide high quality, trained, experienced and skilled Foster Carers who can unequivocally provide safe, stable care and support.
* To provide Foster Carers who demonstrate resilience and are committed to continuing to support the Child or Young Person during difficult or challenging times.
* To provide and/or facilitate full and equal access to services that meet the Child or Young Persons need in relation to their education, ethnicity, religious, health, leisure, sexual orientation, accommodation and play requirements.
* To create opportunities that broaden and develop the Child or Young Person’s outlook on life and enhance the current and future life chances.
* To support Children and Young People to develop a strong sense of resilience and ability to manage the negative aspects of adversity they do or will experience throughout their lives.
* To support Children and Young People to develop strong self-esteem and a belief they can make positive changes and difference in their lives. This may be through positive praise and encouragement, celebrating their successes and ascribing value to all of their achievements.
* To enable and encourage Children and Young People a sense of self efficacy through encouraging and supporting them to take responsibility and participate in or make decisions that affect their lives.
* To actively enable, support and encourage Young People to integrate with their foster family
* the local and school community. This may include establishing meaningful roles to include proficiency in academic and non-academic activities at school, sport skills, part time work where appropriate, volunteering, caring for siblings (if age appropriate) and household chores (which should not be excessive and match their ability to take these on). These can have a positive impact insomuch that they will provide a positive sense of identity, improve self-esteem, give pleasure and hope or distract a Child or Young Person from the negativity or issues, in other areas of their lives.
* To enable and encourage Children and Young People to develop a broader value system and a set of principles which may help them to persist in problem solving or in surviving their current or future challenging life circumstances.
* To create an environment that gives the Child or Young Person a sense of belonging, the conviction that their life is meaningful and a more optimistic focus.
* To create an environment that supports Children and Young People to develop skills that will enable them to live independently in the future, and as care leavers are able to access suitable accommodation, and support them to access further education, employment or training and to develop the emotional and social resilience necessary to lead a successful independent life style.
  1. During the Council’s engagement and consultation with Young People who have experienced being “looked after”, they used the following key words to describe the features of a good service:

|  |  |  |
| --- | --- | --- |
| Trust | Listening | Structured |
| Communication | Helping | Transparency |
| Supporting | Understanding | Knowledge |

1. **SAFEGUARDING**
   1. ***General principles***
      1. In addition to the requirements set out in this Section 4, the specific clauses with the standard terms and conditions of the contract with regard to safeguarding will apply.
      2. The Service Provider will participate in local safeguarding Children’s boards where required and understand their responsibilities and the responsibility of others in line with the Children Act 1989 and 2004. Adherence to these procedures may at times limit the right to confidentiality.
      3. The Service Provider will adhere to the Southend Essex and Thurrock Safeguarding Children Guidelines and the Southend Essex and Thurrock Safeguarding Adults Guidelines.
      4. The Service Provider will operate the highest standard of recruitment practice in line with the Southend Essex and Thurrock Safeguarding Children guidelines.
      5. The Service Provider will liaise with the Designated/Named professionals for Safeguarding Children, Social Workers, the Multi Agency Safeguarding Hub (MASH), Education, Health Visitors, General Practitioners and other medical and nursing staff on Child protection issues where required.
      6. The Service Provider will implement a robust mechanism in place for the reporting of Child protection concerns (in accordance with the Children’s Act 1989 and 2004).
      7. The Service Provider will ensure all staff and Foster Carers working with Children and vulnerable adults have enhanced Disclosure and Barring Service (DBS). In addition, a specific check is to be carried out to ensure the individual is not on the list of those barred from working with Children and adults. Newly appointed staff and Foster Carers will not be permitted to commence work until a satisfactory DBS has been obtained and satisfactory references received and checked.
      8. The Service Provider will report any DBS checks that have recorded any disclosures or intelligence from the police immediately to the Council (Children’s Services) and not proceed with any employment offer where this is identified
      9. The Service Provider will ensure a senior member of staff is always available as safeguarding lead (management) trained to level 3
      10. The Service Provider will prepare or contribute to professional written reports that contribute to Child protection processes.

***4.2 Missing Episodes and Children/Young People away from placement without authorisation***

The following processes are generic and cover: Supported Accommodation, Residential Care and Independent Foster Care Agencies (IFA’s) and their Foster Carers, and as such, uses language applicable to all services.

4.2.1 The Service Providerwill agree to sign up to the ‘Missing from Care – memorandum of Understanding (MOU) between Southend, Essex and Thurrock Social Care and Essex Police’ where the Service Provider has Placements in Thurrock, Southend or Essex. This MOU now forms part of the Southend, Essex and Thurrock (SET) safeguarding children procedures.

4.2.2 The following processes should be considered at the earliest opportunity, preferably at the placement planning meeting.

4.2.3 Where Children/Young People are considered to be at risk (defined as having previous missing episodes and/or concerns in relation to Child Sexual Exploitation, Gangs, Criminal Exploitation, Trafficking, Honour Based Abuse, Forced Marriage, Female Genital Mutilation (FGM) and Radicalisation) the Service Providerwill inform the Police Missing Person Liaison Officer (MPLO) on the arrival at the Placement of any ‘at risk’ Child/Young Person. If details are not known they should be established from the allocated social worker.

4.2.4 For Children/Young People at risk in the Essex area (including those placed by Thurrock Council and also those placed by other Local Authorities in the Essex area), the Service Provider shall complete a ‘Planning for Missing’ form and email this to

[missingpersonliaisonofficers@essex.pnn.police.uk](mailto:missingpersonliaisonofficers@essex.pnn.police.uk) securely with a copy to the Allocated Social Worker, if not before, then at the placement planning meeting and submitted within 24 hours of completion. A copy of this form is available from the Council.

4.2.5 Risks and changes to Children/Young People considered to be at risk should be updated to the MPLO and the allocated Social Worker, or Emergency Duty Team (EDT) within 24 hours or within one hour if a serious risk is posed to the Child/Young Person.

4.2.6 Throughout the day the Service Provider/Foster Carer should undertake a ‘check-in’ call to each Child/Young Person every to check that they are safe and well. The frequency of these calls will be dictated by the level of risk identified and agreed with the Allocated Social Worker.

4.2.7 **The definition of missing** – Anyone whose whereabouts cannot be established will be considered as missing until located and his or her well-being confirmed (College of Policing Authorised Professional Practice Guidance).

4.2.8 Unaccompanied Asylum Seeking Children (UASC) may be subject of Trafficking offences in order to get into the UK. Once in the UK, they may be further trafficked and exploited. The sharing of information to police for all UASC placed in care is essential. Trafficking can be the movement, transportation, transfer or harbouring of children across continents, countries and borders for the purpose of exploitation of any kind. Trafficking can also be across counties, towns, or within a local area, for the purpose of exploitation. It is important to note that citizen Children/Young People can be trafficked within the UK for the purpose of exploitation. It is important to hold in mind the possibility that a missing Child/Young Person might be at risk of trafficking.

4.2.9 The Service Provider/Foster Carer shall agree with the allocated Social Worker a time when a Child/Young Person should return home from school, college during the evening and at weekends. In the event on non-return the following process will be initiated.

4.2.10 **Process for missing episodes**

4.2.11 The tasks that should be undertaken in these circumstances are set out below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Step 1** | **Step 2** | **Step 3** | **Step 4** | **Step 5** |
| Child/Young Person does not return within agreed times (regardless of whether this is before the ‘standard’ curfew time set) | Service Provider/Foster Carer to attempt contact with the Child/Young Person by phone, text, social media, telephoning the child’s friends or family (unless there is reason not to contact the family).  Search the placement address and grounds.  Service Provider/Foster Carer to search the locality (see Step 3) (*Placement Providers* - by calling on-call staff where necessary to ensure the placement is not left unstaffed) | **Whereabouts of Child/Young Person is known/identified**  **Reason for missing is a Child/Young Person is genuinely running late** - A time for the Child/Young Person to return will be agreed if they are genuinely running late or the Service Provider/Foster Carer will collect the Child/Young Person where required  **Child/Young Person is considered to be in a safe place but has not been authorised to be there -** The Service Provider will use on duty or on-call staff (where only one member of staff on shift in supported accommodation placements) to collect the Child/Young Person. The Foster Carer will collect the Child/Young Person  Allocated Social Worker or EDT will be contacted within one hour to advise of the situation.  **Child/Young Person is considered to be in an unsafe place and at risk of harm from the occupants of any property or in the company of others who are a risk –** The Service Provider/Foster Carer will notify the Police and explain the risk (within one hour or immediately if in immediate danger or if considered a Child/Young Person at risk)  Allocated Social Worker or EDT will be contacted immediately to advise of the situation  Continue to update the Police (via 101 quoting the incident number) / Social Worker / EDT of any new information  **Whereabouts of Child/Young Person is unknown**  Contact the Police within one hour of being missing or immediately if considered a Child/Young Person at risk or considered to be in immediate danger  Contact the Allocated Social Worker or EDT within one hour to advise of the situation  Continue to attempt to make contact / search for the Child/Young Person (if it is *believed* the Child/Young Person *may* be in a place that would place them or the Provider’s staff/Foster Carer at risk attempts to search the local area should not be made). The Police must be informed of such information  Continue to update the Police (via 101 quoting the incident number) / Social Worker / EDT of any new information | **Child/Young Person returns or is found –** Immediately inform the Police and Allocated Social Worker/EDT | **Follow up**  The Police will conduct a **vulnerability interview**. Should this be declined the Service Provider/Foster Carer will assist the Police by providing observations on the Child/Young Person’s return i.e. did the young person shower, have gifts, appear unwell or under the influence of any substance  Any further information obtained will be updated to the Police/Allocated Social Worker/EDT  The Service Provider/Foster Carer will liaise with the Allocated Social Worker/EDT to arrange a return home interview with the Council’s independently commissioned provider    The Service Provider/Foster Carer (with support from their Service Provider) will compile a full report and send this securely to the Allocated Social Worker within 24 hours of the missing episode starting and updated upon their return |

4.2.11 The police will require details of the Child/Young Person as follows:

|  |
| --- |
| * Placement address * Social Worker/EDT contact details * Name * Date of birth * Status * School/college/employer as appropriate * Where and when they went missing * Possible locations that the Child/Young Person be at * Social media profile names of the Child/Young Person * Who, if anyone, they went missing with – names/nicknames, description of possible persons who Child/Young Person may be missing with * Details of vehicles that the Child /Young Person may have been in prior to the missing period or previously * What was the Child/Young Person wearing plus any belongings such as bags, phones etc. * Description and recent photo * Medical history and NHS number * Time and location last seen * Circumstances around being missing * Details of family, friends and associates * Risks and vulnerabilities |

4.2.12 The Service Provider/Foster Carer shall support the Child/Young Person to understand the reasons for being missing, and to minimise the likelihood of there being future episodes. The reasons which led to the episode should be built into support/care plans immediately and this will be a focus of support over at least the next two weeks after the episode.

4.2.13 The Service Provider/Foster Carer will, in sympathetic and understanding manner gather information about where and with whom the Child/Young Person was with, sharing this with the Allocated Social Worker/EDT.

* 1. **Safe Recruitment for staff and Foster Carers**
     1. The Service Provider will ensure that there are robust recruitment processes in place. The Service Provider shall adhere to the following requirements as a minimum:

1. Obtain 3 written references, one from the current or last employer, and make telephone contact with the referee to confirm authenticity and obtain additional information
2. Undertake an enhanced Disclosure and Barring Service (DBS) check with a local police intelligence check for every member of staff including those that perform office functions and do not work direct with Children
3. Work history will be checked with any gaps investigated and recorded ensuring that the Service Provider is satisfied with any explanation, checking this with previous employers
4. Re-check DBS checks every 2 years as a minimum
5. Only accept previous DBS certificates from previous employers if the member of staff was employed in an identical role. If this is not the case a new check will be undertaken by the Service Provider
6. Maintain a database of DBS certificate numbers, their date and their renewal date
7. Issue all employees with two copies of their job description and contract of employment. One of each of these documents is to be signed and dated by the employee and placed in their staff file. The contract / job description should detail: employment commencement date, number of hours employed, duties and responsibilities, skills/attributes required, training or qualification that is a pre-requisite of employment or expected post-employment with the Service Provider.
8. Keep a record of all employees that will include: date of birth, home address and telephone number, details of the DBS checks, copies of passport and/or photo driving licence. Photo identification must be seen (only a valid passport or valid photo driving licence is acceptable), copy of birth certificate, copy of marriage certificate where relevant, proof of residence in the form of a utility bill or tax letter (dated within the last 3 months), certified copies of relevant qualifications and relevant training certificates, a completed application form for the role
9. Undertake robust employment processes including interviews with two members of staff assessing the suitability of a candidate
   * 1. Where a member of staff is required to drive as part of the role a copy of their driving licence will be required, a copy of insurance cover that includes business use, a copy of proof that the vehicle is taxed, has an MOT and is appropriately serviced.
     2. The checks on foster carers should adhere to the standards set out by the Department for Education:

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/275764/20130522statutory_guidanceassessment_and_approval_of_foster_carers_final.pdf>

* 1. ***Section 11***
     1. The Service Provider shall complete a Section 11 Safeguarding self-audit on an annual basis for submission to the Council’s Local Safeguarding Children’s Board and the Commissioning Team. The format of this will be provided by the Council.
  2. ***Policies required*** 
     1. The Service Provider will maintain the policies overleaf (this is not an exhaustive list). These policies will be subject to review by the Council to ensure that they are to a high standard. Every policy will be reviewed every 3 years or sooner if legislation/guidance changes and necessitates a review.

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

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

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

1. **STAFF AND FOSTER CARERS**
   1. ***General*** 
      1. The Service Provider shall recruit/provide suitable and appropriately competent and qualified staff and Foster Carers to deliver the service, and that regular supervision and appraisal takes place.
      2. The Service Provider will recruit, prepare, assess, train, supervise and review Foster Carers in order to ensure they are capable of meeting the needs of Children for whom the Council has responsibility.
      3. The Service Provider will ensure that its carers have the understanding, skill and resilience and experience required to meet the needs of Children placed.
      4. The Service Provider will take measures to recruit Foster Carers from diverse backgrounds in order to meet the needs of Children requiring placements. Young People must be actively involved in the selection process of the Foster Carers.
      5. The Service Provider will ensure that it has a fostering panel that is constituted in accordance with the Regulations and carries out all the functions required of it.
   2. ***Staff and Foster Carer Training***
      1. The Service Provider will ensure that there is an ongoing programme of training for Foster Carers that meets, as a minimum, the requirements of the Children’s Workforce Development Council’s Standards for Foster Carers, and monitors take up.

* + 1. The Service Provider should ensure that Foster Carers receive training, support and procedures on effective behavioural management approaches.
    2. The Service Provider will ensure that there is an ongoing programme of training for staff and that Foster Carers understand that there is an expectation on them to attend training.
    3. The Service Provider will ensure that there is a programme of ongoing training for staff and Foster Carers to develop new skills and competencies, and participation is monitored through supervision and review.
    4. The Service Provider will also consider the training and support needs of others living in the foster home, including the Children of Foster Carers.
    5. The Service Provider will involve Young People in the training of the Foster Carers where appropriate.

1. **PARTNERSHIP WORKING AND DATA**
   1. ***Sharing information***
      1. The Service Provider will practice effective information sharing with partners within the guidelines set out in the local safeguarding procedures and within the remit of the General Data Protection Regulations.
      2. The Council will supply the Service Provider with the information relating to the placement as contained in the Individual Placement Agreement (IPA)
      3. The Council will keep the Service Provider and its Foster Carers informed of developments in the management of the case, particularly changes in family circumstances and the progress of any legal proceedings.
      4. The Council will not make or alter plans for the Child without consulting the Service Provider.
      5. The Service Provider will keep the Council informed of the Child’s progress in the placement and will notify the Council immediately of any significant or notifiable events as outlined in Schedule 8, Regulation 43 (1) of the Fostering Services Regulations.
      6. The Service Provider will notify the Council of any significant changes in the Foster Carer’s circumstances and of any recommendations or requirements arising from the Foster Carers’ annual review.
      7. The Service Provider will ensure that the Foster Carer maintains a record of the Child’s progress in the placement and any significant events. This information will be made available to the Council’s social worker and to the statutory Child care review.
      8. The Service Provider will supply information about the performance of the service it provides and the terms and conditions of contract.
      9. The Service Provider will make available other information about its service, which the Council may from time to time require, provided that the information requested is relevant to the operation of the contract.
      10. Information containing a pen picture of the carers and the placement will be made available to be given to Young People before placement.
   2. ***Data Sharing***
      1. The Service Provider will sign up to the Thurrock Council Data Sharing Protocol.
      2. The Service Provider shall supply all information/data required by the Council within the timescales set out at the time, which will not exceed 45 calendar days, but may be required more urgently if there are legal or other constitutional requirements. There will be no charge made by the Service Provider for the provision of such information.
      3. At the end of the contract, or upon termination, whichever comes sooner the Service Provider will transfer all data / records, whether in paper or electronic format, back to the Council.
   3. ***Data Protection and Processing***
      1. The UK government have now introduced the Data Protection Bill (replaces the Data Protection Act 1998) which enables the UK to continue as is once the UK exits the EU. The new Bill includes all the EU standards as set in the General Data Protection Regulations (GDPR) as well as some UK specific elements relating to Law Enforcement and National Security.
      2. The Service Provider will comply with all legislation and best practice regarding Data Protection, including the GDPR and Council Policies as set out in Appendix 5, and any updates to these that come into force during the term of the contract.
      3. The Service Provider will act as a ‘Data processor’ on behalf of the Council. The new GDPR will bring increased responsibility and accountability for data processors, with the Information Commissioners Office (ICO) being given new powers to issue financial penalties against data processors that do not adhere to the guidelines.
      4. The Service Provider will ensure that it only sends confidential personally identifiable information to the Council and third party agencies via two specific methods of communication:
2. By hand to the receiver of the information if this is paper based – documents should not be posted and should be passed directly to a member of staff and not left at any reception desk
3. By utilising the ‘Objective Connect’ programme that the Council uses for secure data transfer (or any future applications the Council may utilise in its place)
   * 1. Under no circumstances shall the Service Provider send personal and sensitive information to the Council or any other agency or Service via standard email. In cases where Council staff are not registered with this system the Service Provider must request that they gain access before sending information. Where the request is urgent and cannot wait for this to be put in place information must be provided verbally.
     2. Any deviation from this process will be viewed as a serious breach of this Contract

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

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

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

1. **PROCUREMENT ROUTE AND TERM**
   1. The Council will operate a Rolling Select List contract for a 6 year period that commenced in February 2019. The Rolling Select List will consist of Service Providers who are successful following the completion of the tender exercise. Once the Rolling Select List is in place new Service Providers will be permitted to join the Rolling Select List every twelve months during a short period when applications will be submitted and assessed.

***The Council does not guarantee any placements throughout the term of this Rolling Select List contract.***

1. **REFERRALS**
   1. ***Referral Criteria***
      1. All referrals will be made by the Council. No self-referrals or referrals from any other agency will be accepted by the Service Provider.
   2. ***Referral Process***
      1. The Service Provider will put in place arrangements for receiving referrals of Children for whom the Council requires placements and considering whether it has suitable carers to meet the assessed needs of those Children.
      2. The Council will share available and accurate information about the Child to facilitate suitable matching. Where the Service Provider intends to place a Child with a Foster Carer who already has a foster Child placed with them, they will notify and seek agreement from the local authority for that Child before making the placement of a further Child.
      3. In all cases, the decision about placing a Child, and with who the Child is to be placed, remains the Councils. In arriving at such a decision, consideration may be given to the contents of a Form F assessment. This will also apply where there is a choice of placements.
      4. The Council and the Service Provider will work together to plan the admission to the foster home in compliance with the Placement of Children Regulations and the Council’s internal procedures.
      5. The Council will complete the Individual Placement Agreement (IPA) and email to the Service Provider for signature. The Service Provider will sign the IPA and return to the Council in accordance with the terms and conditions of contract.
      6. The nature and period of placement will be specified by the Council and agreed with the Service Provider. The Individual Placement Agreement, the Care Plan or Pathway Plan and all appropriate CIC documentation shall be issued before or at the point of admission or in the case of emergency within 7 days in accordance with the terms and conditions of contract.
      7. The Council will convene and chair a planning meeting which will take place as soon as possible after the placement has been agreed and must take place no later than the time specified in the Placement of Children Regulations and Care Planning Regulations 2010. If the planning has not taken place within the specified time the Service Provider may convene the meeting and the Council is required to ensure that an appropriate worker attends this meeting.
      8. Children and Young People should be placed wherever possible (where appropriate to do so) near their place of school, education, family and social networks.
   3. ***Response Times***
      1. The Council will advise the Service Provider of the category of urgency for the placement at the time of the referral. The Service Provider will therefore respond to the Council within the following timescales to advise if a suitable placement is available.

|  |  |
| --- | --- |
| **Referral Category** | **Provider to respond within** |
| Emergency Referrals | One (1) hour |
| Standard Referrals | One (1) working day |
| Planned Placements | Three (3) working days |

1. **ORDERING PROCESS**
   1. Once the response to the referral request from Service Providers is received, the Council will consider the suitability of the placement in accordance with the criteria set out below

*Placements will be made based on the Service Provider’s final rank following evaluation of their tender response and the suitability of the placement in order of preference in the following locations (with 1. being most preferred):*

1. *In Thurrock*
2. *In a specific area – dependent on a Child or Young Person’s needs (agreed by the Council)*
3. *Within 10 miles of Thurrock Council Civic Offices (RM17 6SL)*
4. *Within 20 miles of Thurrock Council Civic Offices (RM17 6SL)*
5. *Other locations*
   1. The Council will then will contact the most suitable Service Provider when an appropriate placement is identified to confirm availability and secure acceptance.
   2. On acceptance of a placement, and the Council and the Service Provider will complete an Individual Placement Agreement as set out in the Rolling Select List Contract Schedule Five.
6. **SERVICE DETAILS**
   1. ***Service Requirements***
      1. The overall requirement of this contract is that Children will be placed with families who have been assessed and approved to provide a secure, warm, safe and supportive environment in which they can develop in all aspects of their lives.
      2. The Service Provider will be a registered Independent Fostering Agency (IFA) and as such will be governed by the terms of the Fostering Services Regulations 2011 and all subsequent changes. Arrangements for the placement of Children and the recruitment, approval, supervision and review of Foster Carers supplied by the Service Provider will conform to the Regulations and any other legislation that is applicable.
      3. The Service Provider will act in accordance with the guidance contained in “Working Together to Safeguard Children” (HM Government 2010) and any further updated legislation and guidance and adhere to the Child protection procedures of Thurrock’s Safeguarding Children Board SET procedures.
      4. The Service Provider will comply with all legislation that is relevant to the operation of its business as specified in the terms and conditions of this contract.
      5. In operating its service the Service Provider will meet the National Minimum Standards for Foster Care. Where deficiencies are identified, either by the Service Provider themselves or following an inspection by Ofsted, the Service Provider will notify the Council immediately and take measures to rectify all deficiencies without delay.
      6. In carrying out its functions the Service Provider will adhere to the principles contained in the Children Act 1989 and 2004 that the welfare of the Child is paramount.
      7. The Service Provider and the Council will work together in order to achieve positive outcomes for the Child placed in line with their assessed needs.
      8. Both parties have a shared responsibility for ensuring that the Children and Young People are empowered and that their wishes and feelings are taken into account in reaching any decision about them. At all times decision makers must first ask what is best for the Child/Young Person and take their views into account.
   2. ***Service Overview***
      1. The Council will require the Service Provider to cater for Children and Young People with a range of different needs in six distinct groups:

* Long term or permanent placements (as per care or placement plan: 12 months or over)
* Short term placements
* Emergency placements
* Solo placements (with no other Children in the household)
* Sibling placements
* Parent and Child placements
  + 1. The Service Provider will:
  + Provide 24 hour - 365 days a year foster care in all accommodation settings
  + Ensure staff are available to deliver emotional support to Children and Young People 24 hours - 365 days a year
  + Ensure staff are available to provide practical skills building support during waking hours every day of every week of the year
  + Ensure staff are available to respond to emergency situations 24 hours - 365 days of the year i.e. Children and Young People reported as missing; assisting the police and social care in these matters and ensuring that the Young People can be transported back to the foster care placement. Responding to first aid situations within the placement, responding to incidents within the placement that may put other Young People, Foster Carers and their family or members of the public at risk
  1. ***Standard Placements***
     1. Standard Placements will be required where Children or Young People have been accessed as having no significant, complex or specialist needs and who are not in need of consistent and/or intensive intervention over longer periods of time.
     2. Standard Placements require skilled and experienced, trained Foster Carers who are able to provide stable, loving, nurturing, caring and welcoming family homes for Children or Young People who may have experienced loss, separation, abuse, neglect or harm and who as a result may have complex and challenging emotional and behaviour difficulties.
     3. Some Children and Young People may have been exposed to poor ineffectual parenting, had previous placements breakdowns, have difficulty forming positive or healthy attachments. They may have also been exposed to domestic violence, poor parental mental health or have parents engaged in substance misuse.
     4. These Children and Young People will require Foster Carers to provide consistent boundaries and will require a highly maintained and structured environment in all areas of their lives to enable them to feel contained and safe enough to begin to trust and respect adults again.
     5. The needs of these Children and Young P eople in standard placements will change and or fluctuate at different points in their placement and may require additional short term intensive support to stabilise the placement.
  2. ***Complex Placements***
     1. Complex placements will be required to support Children and Young People who have more acute and complex needs. The list below includes some of these requirements but is not exhaustive.
     2. Support in relation to:
* Significantly challenging and risk taking behaviours
* Missing episodes
* Complex contact needs
* Complex educational needs and need for tailored education programmes
* Significant attachment issues and substance misuse
* The effects of familial or parental substance misuse.
* Offending
* Where a Young Person has been released from secure accommodation
* Sexualised behaviour
* Child sexual exploitation, gangs and experiences of being trafficked
* Mental health issues, problems and illness
* Multiple and profound disabilities.
* Experience of abuse to include, emotional abuse, neglect, physical and sexual abuse.
* Multiple or profound difficulties with complex medical needs and high number of medical appointments
* Children and Young People in crisis and who have high levels of emotional distress manifesting as challenging behaviours including highly sexualised behaviours, risk taking and self-harm in a variety of forms.
* Children and Young People who have profound mental health difficulties.
  + 1. Children and Young People who are in need of complex placements will require enhanced risk management approaches, intensive intervention and support from dedicated carers and support staff, who have significant accredited and recognised training to enable good management of the range of complex behaviours Young People display to express their emotional distress and to manage and support those Children and Young People with a range of disabilities.
    2. Both the Child or Young Person and their foster family may also require additional wrap around support and therapeutic interventions to support placement stability.
    3. Additional funding for complex placements will only be agreed by the Council if the Child or Young Person’s care plan has identified the requirement for additional support needs and these needs cannot be provided from existing resources.
    4. The Council is also seeking to procure specific placements within the complex placement category, including:
* Parent and Child placements
* Retained carers for Young People on remand
* Children and Young People in need of residential migration placements within the specialist placement category.
  + 1. The Council will make the final decision as to whether a placement is classified as standard or complex.
  1. ***Ofsted Regulation/National Minimum Standards***
     1. Independent Foster Care Agency Service Providers and managers must meet a range of legal requirements including a requirement to register with Ofsted.
     2. Through the tender process, the Service Provider will confirm they are registered with Ofsted and their current grading; and at any point during the tender process or during the term of the contract the Service Provider shall notify the Council immediately if Ofsted raise any regulatory concern in respect of such registration or if their grading falls below “good”. The Council will always seek to place Children and Young People with Service Providers who have a grading of “good” or “outstanding”.
     3. The Service Provider and its Foster Cares will comply with:
* All legislative and regulatory requirements in respect of the Services, including (but not limited to) the 2011 Regulations and the National Minimum Standards and any amendments
* Any delegated responsibilities and duties
* The Caldicott Principles
* The Fostering Code of Practice and:
* All provisions of each Independent Care Plan IPC
* All reasonable requests of the Council’s Authorised Officer
* Safeguarding Vulnerable Groups Act 2006 and any requirements of the Independent Safeguarding Agency (ISA) or successor body
  + 1. The Service Provider shall require its Foster Carers to comply with:
* All legislative and regulatory requirements in respect of the Foster Care services provided within the scope of each IPC (Independent Placement Agreement) including (but not limited to) the 2011 Regulations and the National Minimum Standards;
* The Caldicott Principles
* The Fostering Code of Practice and
* All provisions of each agreement with the Service Provider in respect of each Placement
  1. ***Core Needs Groups***
     1. The core need group is any Child or Young Person, who may not be diagnosed as having a disability, is not an asylum seeker, is not on remand, or placed in residential provision.
     2. Most Children or Young People who will require fostering support are anticipated to be over the age of 11 years old. Demand in the 0 – 10 age group will be monitored and any anticipated projected need will be regularly communicated to the Service Provider during the contractual term.
     3. The core need group will require standard and complex placements depending on their assessed needs.

##### Unaccompanied Asylum Seeking Children and Young People

* + 1. Placements will be required for Children and Young People who are from different cultures and religious backgrounds, many of whom will be experiencing “separation” and the associated anxiety. Having left their friends, family, community, school behind, as well as the trauma associated with what they may have seen or experienced in their former country of residence and during their journey to the U.K. This cohort will require understanding, stable, consistent and potentially long term care and support.
    2. Foster Carers will be required who can support and enable these Children and Young People to establish themselves in the U.K. and to integrate into a community and culture that may be vastly different than their own but also support them to maintain associations with their own heritage and cultural beliefs. Foster Carers will be expected to sensitively cater to the differing needs of asylum seeking Children and Young People, including communication needs and their experience of parenting in their culture.
    3. The Council requires the Service Provider to deliver for 5 -6 placements per month. Some of these placements will be required in an emergency, as well as out of hours and for Young People between the ages of 13 – 18 years old.
    4. Most will require a standard foster placement, however there may a few with more significant needs who may have faced traumatic circumstances and will require dedicated Foster Carers who have the expertise and experience to care for them in a sympathetic way while offering them the additional therapeutic support needed.

* + 1. Some unaccompanied asylum seeking (UAS) Children and Young People will be short term placements in line with the Eastern Region Transfer Protocol for UAS.

##### Children and Young People with Disabilities

* + 1. Standard foster placements will be required for Children and Young People with sensory impairment, physical and learning disabilities including those with Autism. In some cases they may be dependent on their carers or others for all aspects of care including moving and handling, feeding and drinking, interaction and paly, stimulation and need support with their personal care.
    2. Some of this cohort will have a complex set of behaviours and be very reactive to changes which can cause them additional emotional distress. Some may have high levels of energy, placing them at additional risk as they as cognitively challenged when it comes to understanding actions and consequences.
    3. Foster Carers will be required who have ability and skills required to understand and use the Child or Young Persons preferred method of communication e.g. British Sign Language (BSL) or picture Board.
    4. There will be occasions that complex placements will be required for disabled Children and Young People who have been assessed as having profound and multiple complex needs e.g. those who require feeding, assisted breathing such as tracheotomies (tube in throat for breathing) , gastrostomies (tube in stomach for feeding) continuous positive airway pressure CPAP (oxygen).

##### Young People on Remand

* + 1. Foster placements will be required for Young People who are either awaiting trial, (having pleaded not guilty) or sentence, as an alternative to custody.
    2. Whether a standard or complex placement is required, will be determined by the Young Person’s care plan or needs.
    3. The “Legal Aid, Sentencing & Punishment of Offenders Act 2012“ introduces changes to the remand powers of courts with a view to achieving a reduction in the numbers of Children and Young People who are remanded in custody. It also brings about the change of Children in Care (CIC) status for all remanded Young People and leaving care status for those who remain in custody for 13 weeks or more as well as the transfer of financial responsibility to local authorities. The policy direction is to manage all Young People on remand in the community, unless there are serious concerns to public safety.
    4. The aim is to provide a stable family environment where Young People will have time and support to comply with the requirements of the courts. Foster Carers would be required to manage adolescent behaviours and set firm boundaries, and support attendance to the Youth Offending team.. The most likely age group who will be referred is Young People aged 15 – 17 years.
    5. A successful placement during the remand period will demonstrate to the court the Young Person’s capacity to change thus reducing the likelihood of entry into secure estate for either remand or sentencing purposes.
    6. Young People will usually be remanded into the care of the Council to await criminal court proceedings, having been refused bail and will need to be placed in suitable accommodation. In some instances they will have been remanded to a Youth Offending Institute; however the court will be willing to release them if a suitable foster placement is available. A curfew, electronically monitored will frequently be a condition of the remand and the Foster Carers should be willing to facilitate this.
    7. The Foster Carer should reside near the Young Person’s place of education and/or employment. The Foster Carer where required to do so will act as an Appropriate adult and attend court with the Young Person.
    8. The Council would insist Foster Carers work in accordance with the agreed placement plan and apply the appropriate level of advocacy for the Young Person. Maintaining this balance will require Foster Carers with the experience and skills necessary and who are able to access high quality training and support.
    9. Foster Carers will need to be able to facilitate the Young Person’s return home or move to living independently (which is frequently an outcome following remand). This may need a focus on rebuilding relationships between the Young Person and their family.
    10. The Council anticipates between 5 -10 remand placements will be made each year for an average of 4 – 6 weeks.
  1. ***Placements***
     1. The Council may also require specific types of placements under the standard and complex categories outlined in this specification.
     2. The Council requires all placements to be provided in accordance with the core cost specification of this contract. The Council recognises that there may be additional charges for certain Children who require additional support, but this will be by exception. Any additional charges are to be agreed as part of the individual placement agreement and care plan and the charges will be in accordance with prices stated in the pricing schedule of this contract.
     3. Depending on the location, skills, availability, working relationship of staff, costs and needs of Children this specification is not prescriptive but allows a degree of flexibility to negotiate the provision of services to be delivered. The level or amount of additional support and costs associated will be monitored and negotiated throughout placement reviews and it is anticipated that the level of additional support with decrease over time.

##### Rehabilitation Placements

* + 1. Foster Carers are required, where agreed with the Allocated Social Worker, who are able to work with Children and Young People and their birth family, as part of rehabilitation back to their family, in particular for Young People over 12 years old.
    2. The placements of Children and Young People who have a care plan that support the needs for them to be rehabilitated back home will be time limited to a maximum of six months. Foster Carers are required who can promote the positive attributes of parents while simultaneously supporting, hearing and valuing the Child or Young Person and work to rehabilitate them back home successfully. If their needs change e.g. they require a long term placement, Foster Carers will be expected to facilitate this move. However in exceptional circumstances, if the Council and the carers wish to continue to provide the placement, the placement and all associated costs will need to be reassessed with the requirement of a long term placement discount from the Service Provider.

##### Short Term and Bridging Placements

* + 1. Research has shown that if a Child enters care before their fourth birthday and does not leave within a year, they are more likely to remain in care until their teens; every effort should be made to secure the Child’s long term plans as early as possible. If a rehabilitation home is ruled out or highly unlikely, and the decision is made for permanent foster care or adoption, there are legal and corporate process to go through, contact arrangements to be carried out and direct work to be undertaken with the Child to enable them to understand and come to terms with their situation and the choices available to them.
    2. Bridging placements are strictly time limited to ensure there is no drift in permanency plans. If the Child’s needs change e.g. because of circumstances a long term placement is required, the carers will be expected to facilitate this move. However if the Service Provider and carer wish to continue to provide the placement, and this is agreed in the care plan, then the placement will be reassessed.
    3. In exceptional circumstances where it is in the best interests of the Child in care and agreed through the Child care planning process, the Service Provider may be requested to continue their care on a long term basis. In these exceptional circumstances, there will be the requirement to offer a long term placement discount.

##### Short Break Placements

* + 1. These placements will be required for disabled Young People, over weekends and over the holiday period for a week or a fortnight. Children in residential schools will sometimes need the care of a foster family at weekends and in school holidays.

##### Retained Remand Foster Carer Placements

* + 1. In addition to spot purchasing provision through the Rolling Select List, the Council are seeking to set up a “Retained Remand Foster Care Scheme”.
    2. This will fall within the complex placement category; it will be managed differently to other purchased agreements and does not mean that only Young People with specialist needs will be referred.
    3. Foster Carers working within this scheme will need to have the experience of working with Children who may have standard and complex needs and requirements.
    4. The Council would welcome and afford Service Providers the opportunity to put forward their proposals to provide such placements. The Council seeks to commission remand fostering care at the right time, often in an emergency, through retained remand Foster Carers or alternative options that are put forward and deemed successful as part of this tender.
    5. The Council would be interested in securing 1 remand carer in the Thurrock area.
    6. The Council would be interested in hearing how Foster Carers could contribute to:

1. Bail support activities when they do not have a Young Person in placement.
2. The provision of beds for the purposes of transfers of Young People under the age of 17 from police custody (Police and Criminal Evidence Act 1984) when bail has been refused post charge. The placement will only be required until the Young Person appears at the next available court although they may return as a result of remand to the Council’s duty to accommodate.

##### Parent and Child

* + 1. Parent and Child placements are required. Foster Carers must have experience and skills in undertaking Parenting Assessments and delivering direct support to mothers or fathers, who may dependent on their age, be in care themselves or have Child/ren who are in care. Foster Carers will work with parents to improve their parenting skills, enable them to live independently as well as observing and commenting on their skills and abilities in respect of this.
    2. Parent and Child fostering placements typically last no more than 6 weeks but may in exceptional circumstances be extended to 12 weeks and observation records are to be maintained and discussed with the parent every day. Detailed assessment and observation reports are to be emailed to the social worker every two weeks.
    3. The parent and Child would need to be accommodated in the same bedroom if appropriate and have age appropriate beds. The carer would need to supplement any absent equipment with reasonable replacements such as mattress for the cot. The carer or Service Provider must facilitate contact with the absent parent and extended family either at the carer’s home or at an alternative venue as agreed by the social worker.
    4. Carers must have experience and skills in dealing with challenges of older adolescents and be committed to putting the needs and interests of the baby above the parent. At times the carer will be instrumental in supporting the transition of care of the baby to a dedicated Foster Carer if the baby is too be separated from their parent/s.
    5. In the event that a Parent and Child placement breaks down and the baby remains with the Foster Carer, the placement fee that shall be chargeable will be for a standard baby placement.

##### Residential Migration Placements

* + 1. The Council is seeking to commission Residential Migration Placements that are designed to give Children and Young People who are currently living in residential care the chance to live as part of a family with the continued support of skilled Childcare professionals. Carers and staff would be expected to support Children and Young People make a smooth transition to family care.
    2. The Council is seeking to spot purchase Residential Migration provision throughout the term of this Rolling Select List Contract from experienced Service Providers. In addition to this, the Council may undertake a mini competitive tender to commission Residential Migration provision on a more structured basis once a robust needs assessment has been undertaken.
    3. The Council requires Foster Carers with a high level of experience, extensive Childcare knowledge and resilience in dealing with the challenging situations that may arise and who are trained to manage significant challenging and complex behaviours such as aggression, offending and absconding behaviours, risk taking and sexualised behaviour.
    4. The Service Provider would be required to secure appropriate school and education support to enable the transition from Residential to a family placement and put in place ‘a Team Around the Child’ or wrap around support package which may include therapeutic support.
    5. Establishing appropriate links with educational Service Providers and having the most appropriate provision in close proximity to the Foster Carers home can be problematic, especially when considering the size of neighbouring counties. The Council seeks to work with Service Providers who can offer solutions to addressing these issues.
    6. The Service Provider would need to carefully and effectively match Foster Carers to the Child or Young Person. A number of Children may struggle in a family environment, as a result of having had several fostering placement breakdowns and may have already adapted to living in a Residential unit which may have afforded them greater personal freedom.
    7. At part of the tender submission, the Council is interested in hearing from experienced Service Providers as to how they would overcome some of the challenges outlined above, the methodology to delivering Residential Migration and their approach to settle a Child in the new family home, stabilise the placement and provide ongoing ‘maintenance’ and how they would support the de-escalation of need and support required over a period of time.
  1. ***Contact with Family, Friends and People Significant to the Child***
     1. The Service Provider will ensure that all its Foster Carers understand the importance of contact for Children, that they participate in contact plans and support the Child to achieve a positive outcome from contact.
     2. The Foster Carers will be required to transport Children to and from contact in accordance with the Core Cost Specification stated with the Pricing Schedule.
     3. The Service Provider will promote the development of positive friendships for Children placed while having regard to the safeguarding requirements of the regulations and any procedures or policies of the Council.
  2. ***Day to Day Living and the Achievement of Key Outcomes***
     1. The Service Provider will ensure that its Foster Carers treat any Child placed fairly and consistently and afford them opportunities for personal growth that are appropriate for their age and level of development and understanding.
     2. The Service Provider and Foster Carers may consider the use of Positive Behaviour Support Programmes when working with Young People who have challenging and complex behaviours.
     3. The Service Provider is responsible for ensuring that the Children and Young People have access to health services including general practice, dental care and optical care; that they receive a balanced diet and take part in weekly exercise; and that as they grow older they have access to health information that enables them to make informed lifestyle choices.
     4. The Service Provider is responsible for attendance of statutory health assessments involving the Child.
     5. The Service Provider must ensure Children and Young People access any identified mental health services and appointments. The Service Provider must advise the Council of any difficulty in accessing any health services on behalf of a Child or Young Person in placement without delay.
     6. The Service Provider and the Council must endeavour to ensure that Children and Young People are safe and free from all forms of abuse, bullying, harassment and discrimination.
     7. The Council and the Service Provider will identify risks associated with the placement and agree a risk management strategy to be followed by the Foster Carers.
     8. The Service Provider will ensure that its Foster Carer supports Children and Young People’s education, offering advice and encouragement and attend school/college activities when required. Absences are to be reported to the Council.
     9. Where particular issues arise which impedes the Children and Young People’s progress at school/college, the Service Provider will take measures to resolve these. If they are unable to do so the Service Provider must advise the Council of this without delay. In the event of Children and Young People being excluded from school/college the Service Provider must notify the Council immediately in order to jointly consider what action is needed to maintain the Children and Young People’s access to education.
     10. The Service Provider and its Foster Carers will take steps to help Children and Young People to develop their social and sporting skills and to enjoy cultural activities.
     11. The Social Worker and the Service Provider must work together to ensure that the Children and Young People are given opportunities appropriate to their age, understanding and stage of development to express their views and feelings and that these are taken into account when making any decision affecting the Child/Young Person.
     12. The Service Provider is required to ensure that Foster Carers complete the “Goodman Strengths and Difficulties Questionnaire” (SDQ), so that a good indication of Children and Young People’s emotional health and wellbeing in captured. Although the SDQ is only a guide it can help in deciding whether or not Children and Young People require more specialist help. A link has been provided to the SDQ Framework and guidance.

<http://www.sdqinfo.org/py/doc/b3.py?language=Englishqz(UK>.

* + 1. Foster Carers will be expected, as a means of good practice, to involve the Children and Young People in its completion where possible.
    2. As Children and Young People grow older the Service Provider must ensure that they receive support and advice that helps them to prepare for adult life. This will include ensuring that they have access to advice on further education, employment and independent living options; and that they have been helped to develop independent living skills.
  1. ***Care Planning and Review***
     1. The Council and the Service Provider will work together to ensure delivery of agreed outcomes for the Child, which will be specified in the Care Plan and/or Individual Placement Agreement and the quarterly outcomes monitoring template.
     2. The Service Provider and the Foster Carer will participate in the Child’s statutory reviews and will supply written information about the Child’s progress in the placement prior to the review meeting. The Council and the Service Provider will also agree the frequency of other meetings to review the placement as may be required and additional reports as required.
     3. Where the Care Plan is for the Child to return to their family or move on to a permanent placement, the Council and Service Provider will work together in order to achieve this plan.
  2. ***Placement Stability and Placement Endings***
     1. The Service Provider and the Council will work together to ensure that Children and Young People are able to remain in their placement until they return to their families, move to a permanent placement or leave care.
     2. The Service Provider shall not seek to discharge Children and Young People from a placement without sufficient notice to plan alternative care and this must be by agreement with the Council. In exceptional circumstances, when both parties agree that the current placement is no longer in the best interests of Children and Young People, the Council will require sufficient time to find a suitable placement, however will respond quickly taking into account the risks associated with the situation at the time. .
     3. The Service Provider may not move a Children and Young People to another Foster Carer within its own group of carers without the agreement of the Council, and the drawing up of a new IPA.
     4. The Children and Young People’s placement with the Service Provider should be seen in context to their overall care plan, and all parties should work together to enable them to move on to the next element of the care plan in a planned way.
     5. Where Young People remain in the foster placement beyond the age of 16, the Service Provider will work with the Council to ensure that they are prepared and supported to move on from the foster placement at an appropriate time as agreed by the Council and that they have developed skills which will enable them to move to a reduced supportive environment.
     6. Where placements end as a result of the Service Provider giving notice, the Council may require the Service Provider and its Foster Carer to attend a meeting to review the case and look at the reasons for and implications of the placement disruption.
  3. ***Permanency***
     1. The Service Provider shall play a full role in preparing a Child or Young Person in care for permanence in accordance with the Individual Care Plan or Pathway Plan, whether through reunification, a move to another care setting such as a permanent fostering arrangement or adoption, or a move to independence.
     2. If the Permanency Plan is likely to be that the Child or Young Person in care will remain with the current Service Provider, this should be discussed between the Service Provider and the Council at the earliest opportunity in accordance with Council’s policies and procedures for permanency.
     3. Permanency Planning Guidance can be found at:

<http://thurrockcs.proceduresonline.com/chapters/g_perm_plan.html>

* + 1. Foster Carers are expected to facilitate introductions between the Child or young person in care and prospective carers when moving on to permanent foster care or adoption, or to support reunification to the looked after Child or Young Person’s birth family where this is the permanency plan.
    2. Similarly, Foster Carers are expected to facilitate transitions to supported accommodation or semi- independent living, in the case of Young People leaving care, in liaison with the Councils After Care Service.
    3. Where the current Foster Carer wishes to apply to become the Child or Young Person’s Special Guardian, under the Children Act 1989 as amended by the Adoption and Children Act 2002, this should be discussed with the Child or Young Person’s Allocated Social Worker at the earliest opportunity and the Service Provider so that appropriate support to the Foster Carer can be given in planning for the Child or Young Person’s long term future.
    4. Decisions as to the level of allowance payable to carers, as well as the provision of Special Guardianship Support Services, should be taken prior to any application being made to the Court, in accordance with the Council’s policy in relation to Special Guardianship. The same should apply in cases where the current Foster Carer wishes to apply for a Residence Order or Adoption Order in respect of a Child In Care or Young Person placed with them.
    5. Carers will be expected to participate in life story books with Children and Young People.
    6. Carers will be encouraged to become carers under the ‘Staying Put’ legislation where a Young Person has had a positive experience and is settled.
  1. ***Supporting Individual Groups***

##### Equality and Diversity

* + 1. The Service Provider will adhere to the Equality Act 2010 and ensure that it delivers Services that do not discriminate against families, staff, contractors or other Service Providers on the basis of:
* Age
* Sexuality
* Being or becoming a transsexual person
* Being married or in a civil partnership
* Being pregnant or on maternity leave
* Disability
* Race including colour, nationality, ethnic or national origin
* Religion, belief or lack of religion/belief
* Sex / gender
* Sexual orientation

##### Cultural Issues

* + 1. The Service Provider will ensure that its staff and Foster Carers positively embrace the concept of diversity in society and encourage all Children and Young People placed with them to understand and respect different cultures and lifestyles.
    2. The Service Provider will ensure that its staff and Foster Carers understand and accept the damaging effects of racism in society and have the knowledge, skill and will to challenge the perpetrators of racism and to support Children and Young People who may be subjected to racist abuse or attacks.
    3. The Service Provider will ensure that the Foster Carer has the capacity and resources to help Children and Young People to develop a positive sense of their identity. Where black and ethnic minority Children and Young People are being placed; the Service Provider will ensure that staff and the Foster Carer have the capacity and resources to help Children and Young People to be able to deal with the effects of racism in society.
    4. The Service Provider will ensure that the Children and Young People religion is acknowledged and respected in the foster placement and that they are supported to follow their faith.

##### Children and Young People with Special Educational Needs and Disabilities (SEND)

* + 1. When considering a placement for Children and Young People with disabilities, the Service Provider and the Council will jointly assess whether there is a need for specific support, equipment or adaptations and will agree arrangements for the provision and ongoing maintenance of those items.
    2. Where Children and Young People are in receipt of state benefits as a result of their disability, the Service Provider and the Council will actively monitor the use of this money so that it is used directly for the benefit of Children and Young People and does not replace the responsibility of either party to fund their care.
    3. Where Children and Young People have complex needs arising from their disability, the Service Provider will work with the Council and other key professionals, including adult services in order to ensure that the Children and Young People needs are being met as effectively as possible, both as a Child or a Young Person as they approach adulthood.

##### Black and Ethnic Minority Groups and Refugees (BMER) / Children or Young People who Identify English as an Additional Language

* + 1. Children and Young People who have English as an additional language should have provision of suitable interpreters who speak their preferred language.

##### Gender

* + 1. The Service Provider will ensure that individuals within the Centre enjoy the same rights and opportunities across all aspects of the Service irrespective of their gender, including participation and decision-making.
  1. ***Transport***
     1. The Service Provider will ensure that all Children and Young People placed are transported to school/college and all activities in accordance with what is stated in the Individual Placement Agreement and Core Cost Specification.
     2. Where Children and Young People require transport that is over and above the requirements of the Core Cost Specification and in areas designated outside the agreed remit, these journeys will be identified as part of the planning and review process so that the parties can agree arrangements.
     3. The Service Provider must ensure that anyone working on their behalf holds a full driving licence and that all vehicles used to transport Children and Young People are appropriately insured, roadworthy, have, a valid MOT and are taxed.
     4. The Service Provider must carry out a full risk assessment on any staff member or Foster Carer who receives penalty points for a motoring offence or is involved in an accident.
     5. Where appropriate and safe to do so, Children and Young People should be taught how to access and use public transport.
  2. ***Interpretation and Translation***
     1. The Service Provider will supply Children or Young People who have English as an additional language with suitable interpreters. The costs of translation and interpretation will be reimbursed as follows:

|  |  |
| --- | --- |
| **Reason for Translation / Interpretation** | **Funded By** |
| Interventions and assessments in respect of immigration | The Home Office and/or Thurrock Council |
| All visits by Children’s Service | Thurrock Council |
| All other circumstances | The Service Provider |

1. **ACCOMMODATION**
   1. ***Property***
      1. The Service will be delivered within private properties that meet the requirements of this specification, Ofsted and the Fostering services National Minimum Standards 2011. It will be the Service Providers responsibility to ensure suitable foster care placements that meet these standards. The Council will not source or fund any accommodation itself, as part of this contract.
      2. The property can either be owned or rented by the Foster Carer. If the property is rented consideration should be given to the term of the letting. This should be for a minimum of two years to allow for stability of placements.
      3. Unrelated Young People of any age will have a bedroom to themselves; they will not share a bedroom. Two related Children/Young People of the same sex under the age of 16 can share a bedroom, as can two related Children of either sex under the age of 10, as long as both Children/Young People agree to this arrangement.
      4. Service Providers may accept placements from other Councils alongside those from Thurrock Council. Where placement requests are made and frequently declined by the Service Provider due to capacity issues, the viability of retaining Service Provider on the Council’s Rolling Select List contract will be reviewed.
      5. Service Providers will submit a risk assessment for each property, including an analysis of risks and crime data from the national police website. The suitability of each placement will be judged by the Council, with the final decision resting with the Council as to the suitability, safety and risks in each area. It is expected that Children and Young People will not be placed in areas with known high risks from exploitation (sexual and other), gangs, drugs and crime and any other inherent risks.
2. **PERFORMANCE MANAGEMENT**
   1. ***Contract Management and Monitoring***
      1. The Council will monitor the Contract by a variety of methods including but not limited to:

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

##### Service Provider Appraisals

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

14.1.4 Should the Service Provider fail to meet the standards required at any point during the term of the contract, the Council will implement the performance management measures set out in Section 14.5: Performance Issues, Suspension and Termination.

* 1. ***Financial Viability***
     1. The Council will carry out due diligence on the financial standing of the Service Provider prior to approval and acceptance onto the Rolling Select List, and at least annually thereafter, dependent on risk.
     2. If a Service Provider is operating as a sole trader or other entity where financial accounts are not publically available, as is the case with limited companies, information will be made available by the Service Provider to the Council. This may include sight of profit and loss statements and balance sheets, as well provision of personal reference information, such as a business bank manager – as may be requested.
     3. The Service Provider shall report to the Council any significant adverse changes in their financial position should be reported within 7 working days, and in the case of imminent insolvency or administration, this must be reported immediately
     4. Should there be any county court judgements (CCJ’s) against a Service Provider or its directors/partners or sole traders, or if a director is disqualified the Council shall be notified immediately.
     5. Should the Service Provider’s directors register as a director of a new company at any point during the term of the contract, the Service Provider shall declare these directorships to the Council within 14 working days.
     6. The Service Provider must implement and maintain levels of insurance cover as follows:

| **Insurance Type** | **Cover to Include (Specific Items)** | **Value** |
| --- | --- | --- |
| Public Liability | Sexual abuse and molestation liability cover to cover proven bodily or mental injury, disease, suffering or death of a Child following sexual abuse  Medical malpractice liability cover to cover proven bodily or mental injury following the maladministration to the Child | £10,000,000  £1,000,000 per incident |
| Employers Liability |  | £5,000,000 |
| Professional Indemnity |  | £2,000,000 |
| Buildings Insurance | Including accidental and malicious damage (unless the property is rented in which case the landlord retains responsibility) | Rebuild cost |
| Contents Insurance | Including accidental and malicious damage | Replacement costs based on total occupancy at £1,500 per Child or Young Person |

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

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

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

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

* 1. ***Termination of Individual Placements***
     1. Where it becomes necessary to move a Child or Young Person from a placement before the expiry of the notice period (terminating the individual placement), the Council will provide written notice and fund the notice periods set out in the table below.

|  |  |
| --- | --- |
| **Time in placement** | **Notice and Payment Period** |
| Less than 1 week | 1 day |
| Between 1 week and 1 month | 7 days |
| Over 1 month | 14 days |
| Young People in placement that turn 18 | 7 days |
| Where a Young Person is remanded in custody | Immediate |

* + 1. The Council is not obliged to give a reason for termination of individual placements, however if the move is as a result of an issue with the Service Provider the Council will attempt to resolve any issues before making the decision to move the Child or Young Person.
    2. The Service Provider will retain duty of care for the Child or Young Person from the time they are collected or received by the Service Provider until they are returned to the care of the Council or person with parental responsibility.

1. **QUALITY ASSURANCE AND GOVERNANCE**
   1. ***Service Provider’s Quality Assurance***
      1. The Service Provider should develop a quality assurance process that sets out how issues and complaints are raised and resolved and how lessons can be learnt from them, and the process of self-audit on a regular basis to identify areas of strength and those that need to be improved.
      2. One self-audit exercise will be carried out every 2 months. The results should be recorded and provided to the Council as part of its monitoring arrangements. Any significant development areas and complaints that are identified should be reported to the Council within 7 days.
   2. ***Governance***
      1. The Service Provider will ensure that the following is in place:

* The individuals responsible for the governance of the Service “the Governance Structure” delivered by the Service Provider will be made up of individuals with a mix of skills and expertise. All members of the governance structure will be conversant and have a good understanding/experience of the Services that the Service Provider is delivering
* An outcomes focussed approach to Service delivery will be taken by the Governance Structure
* Staff at all levels will have a voice and presence on the Governance Structure and be consulted on decision making.
  1. ***Electronic Record Systems*** 
     1. The Service Provider will maintain an electronic recording system “the System” that documents all of the information below as a minimum, including the ability to provide the data required against Appendix 1: KPIs and Appendix 2: Management Information.

|  |  |
| --- | --- |
| **Electronic Records** | |
| * Name * Gender * Date of birth * Nationality * Ethnicity * Religion * National Insurance Number * Passport Number * (each member of the family) * Social worker details and contact * Social worker visit dates * Electronic attachment of care pathway plans, education plans etc. * Start and end date of placement | * Risk Assessments (Council and Service Provider) * Support Plans * Case notes * Assessments * Education and employment details * Visitors log * Incident logs * Safeguarding alerts * Disability/impairment/other health issues * Medical registrations and appointments |

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

##### Paper Records

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

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

1. **PRICE AND PAYMENT**
   1. ***Fees***
      1. The Council will pay a weekly fee for the Service calculated which will be paid in arrears on the receipt of an invoice in a format to be agreed by the Council.
      2. The Service Provider should sign up to the Council’s ‘iSupplier’ portal to upload invoices in arrears at the end of each month. The Council will pay invoices 10 days from receipt of a correct invoice if using the ‘iSupplier’ portal. The Service Provider shall note that payment arrangements may be subject to change by the Council, for which reasonable notice will be given.
      3. These timescales may increase in the event of a disputed invoice. The Council will work with the Provider to resolve issues as quickly as possible. Invoices should be submitted in arrears within 7 days of the end of each calendar month.
      4. Once a Young Person reaches age 16 the Council may wish to permit an allowance to prepare for independent living and adulthood. No additional cost will be charged to the Council by the Service Provider for this. The cost of this allowance is included in the weekly fee payable by the Council.
      5. Where a retainer fee is payable to keep a place open for a forthcoming placement (i.e. where a Young Person is coming out of secure accommodation or custody) this will be paid at a maximum of 25% of the standard care weekly fee.
      6. The weekly fee will include all costs, with no additional payments made by the Council regardless of additional need.
      7. The fees payable and pricing structure are detailed within the tender documentation and contract ‘ordering process’.
      8. The weekly price shall include all services as detailed in this specification, any arrangements set out in the Individual Placement Agreement and all costs associated with meeting any legislative requirements.
      9. The Service Provider shall provide the following services within the agreed weekly fee:

* 24 hour care and accommodation
* Fit for purpose accommodation, food and safe care that meet the Child/Young Person’s needs,
* Working with all agencies to meet the Care Plan and any other relevant plans (e.g. Personal Education Plan),
* Foster Carers are appropriately insured for any loss or damage to vehicles or property (including the Child/Young Person’s belongings arising from this Contract,)
* Everyday clothing and school uniforms
* Provide, maintain and replace school uniform, general sports activity clothing and other day to day clothing. This will include any new uniform due do a change in school,
* Provide, maintain and replace any specialist clothing requirements as a result of the Child or Young Person’s physical health.
* Equipment and Resources
* Individual sports, hobby equipment or resources, to support the Child/Young Person to develop their talents (for example tennis racket, football, cricket bat, music, school books, arts materials),
* Children/Young People of school age shall have access to a computer
* In the home that is principally for education and homework. It shall be connected to the internet and be appropriately safeguarded,
* Resources relating to religious and cultural needs,
* Glasses and Contact Lenses
* Provision of glasses and contact lenses if required, including replacement in the event of accidental damage or loss.
* Holidays and Respite Provision
* Reasonable holiday expenses within any twelve (12) month period for the Child/Young Person,
* Respite provision and holiday annual leave for carers. In addition to holiday provision for the Child/Young Person, a maximum of fourteen (14) days per year or twenty-one (21) days per year for placements within the Intensive Support Placement grouping. This will also include the cost of the alternative placement for the Child/Young Person,
* Any family outings and routine school trips,
* Where additional holidays, such as school activity holidays, are requested for the Child/Young Person, a written application can be made to the Council. The Council will consider making additional funding available to fund such trips but each application will be dealt with on an individual basis.
* Contact
* Cost of facilitating, hosting at a suitable venue and promoting contact with family and friends as specified in the Child/Young Person’s Care Plan, following a risk assessment and transport the Child/Young Person as required.
* Assessment and report writing
* Day to day assessment of the Child/Young Person, both at the beginning of and throughout the placement.
* Monthly progress reports against agreed outcomes to be sent to the Social Worker.
* In parent and Child/Young People’s placements all assessment and reports as requested by the Council
* Pocket Money, Birthday and Festival gifts to Children
* The Foster Carer shall give pocket money rates set out in Foster Carers Handbook to the Child/Young Person in placement each week. Foster Carers can give additional pocket money if they choose.
* The Foster Carer shall give Children/Young People additional money to enable them to buy gifts and cards for friends and family members birthdays and other celebratory events.
* Children and Young People will be entitled to a birthday allowance paid to the carer and this will be spent on the Child / Young Person.

From the effective date of 01st February 2019 the Council will maintain savings accounts for Children and Young People and save directly into these, releasing the money at age 18 or before if they leave care.

* Education
* Costs associated with regular attendance, homework assignments
* Extracurricular activities,
* Fees for any early years placements
* Telephone calls
* Calls to family members, significant others, friends, Ofsted, Advocacy and Independent Visitors Service and the Council to be included.
* The costs of owning and operating a mobile phone are excluded and can be funded from any pocket money allowance, if the Care Plan states this to be appropriate.
* Toiletries and Cosmetics
* All toiletries, including personal hygiene, sanitary care, skin and hair care products.
* The cost of a regular hair cut
* Transport
* All transport to appointments, training courses, interviews, apprenticeships, school, contact that occur within a twenty (20) miles radius.
* Where any of the appointments set out in (1) is over twenty (20) miles from the Foster Carer’s home, the Council shall only pay the difference at a rate of 40p per mile (for example if the school/hospital is twenty-five (25) miles away the Council shall only pay for the additional five (5) miles and ten (10) miles for a return journey).
* All bus/underground/local train fares.

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

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

* 1. Therefore the Service Provider will deliver additional ‘added’ social value that benefits the community and the people who live within it.
  2. The Service Provider will demonstrate engagement in community activities or activities such as offering student placements or shadowing opportunities, or voluntary activities (subject to a suitable risk assessment) for at least four (4) hours for each month during a placement is commissioned.
  3. Bidders will make proposals around these as part of their tender submission and once agreed by the Council, will become a contractual obligation for the successful Consultant.

### APPENDIX 1 – KEY PERFORMANCE INDICATORS

Key Performance Indicators will be reviewed annually. Note that the reporting frequency in the table below will apply when placements are commissioned.

| **Outcome** | **Description** | **Calculation** | **KPI Target** | **Reporting Frequency** |
| --- | --- | --- | --- | --- |
|
| 1. Success and stability of placements | 1.1 Percentage of IPAs fulfilled in accordance with the specified outcomes, objectives, and targets within the stated timeframes | 1.1 Number of IPAs fulfilled in accordance with the specified outcomes, objectives, targets and duration, divided by number of IPAs | 95% | Reporting  Quarterly |
| 1.2 Percentage of placements ended in an unplanned way, not in accordance with the IPA, at the instigation of the Council | 1.2 Number of placements ended at the instigation of the Council, divided by number of placements ended | <5% | Reporting  Quarterly |
| 1.3 Percentage of placements ended in an unplanned way, not in accordance with the IPA, at the instigation of the Service Provider | 1.3 Number of placements ended at the instigation of the Service Provider, divided by number of placements ended | <5% | Reporting  Quarterly |
| 1. Attendance and achievement in school | 2.1 Percentage of Children/Young People of statutory school age receiving at least 25 hours registered / approved education provision (pro rata where placement made midway through the year) | 2.1 Number of Children/Young People of statutory school age receiving at least 25 hours registered / approved education provision, divided by number of Children/Young People of statutory school age | 95% | Reporting  Quarterly |
| 2.2 Percentage of Children/Young People of statutory school age who have missed at least 25 days education | 2.2 Number of Children/Young People of statutory school age who have missed at least 25 days education, divided by number of Children/Young People of statutory school age | <5% | Reporting  Quarterly |
| 1. Support of health and wellbeing | 3.1 Percentage of Children/Young People who received an annual health check, registered with a GP, dentist and optician | 3.1 Number of Children/Young People who received an annual health check, registered with a GP, dentist and optician divided by number of Children/Young People | 100% | Reporting  Quarterly |
| 3.2 Percentage of Children/Young People who have fulfilled the recommendations arising from any health statutory assessment (including a CAMHS/EWMHS service) within the given timeframes | 3.2 Number of Children/Young People who have fulfilled the recommendations arising from any health statutory assessment, divided by number of Children/Young People with recommendations arisen from a health statutory assessment | 100% | Reporting  Quarterly |
| 3.3 Percentage of Children/Young People with complex learning difficulties and/or disability who had contributed to a transition plan developed using a person-centred approach | 3.3 Number of Children/Young People with complex learning difficulties and/or disability who had contributed to a transition plan, divided by number of Children/Young People with complex learning difficulties and/or disabilities | 95% | Reporting  Quarterly |

### APPENDIX 2 – MANAGEMENT INFORMATION

Number of placements which ended in the year in an unplanned way, not in accordance with the IPA, at the instigation of the Council

Number of placements which ended in the year in an unplanned way, not in accordance with the IPA, at the instigation of the Service Provider  
Number of Children/Young People in current placements who are of statutory school age and who are receiving at least 25 hours of education per week in a registered or approved education provision (as measured across the whole of the previous year, or where placement began during the year, a pro-rata proportion of the year representing the period in placement with the agency)  
  
Number of Children/Young People of statutory school age who have missed a total of at least 25 days education in the last 12 months  
  
Number of Young People aged 16 or over, whose last or current placement was with the fostering service, who attained five or more GCSEs at grades A\*–C in the last 12 months

Number of Children and Young People in placement who received an annual health check in the last 12 months

Number of Children and Young People in placement who have fulfilled the recommendations arising from any health statutory assessment (including a CAMHS/EWMHS service)

Number of Children/Young People with complex learning difficulties and/or disability who had contributed to a transition plan developed using a person centred approach

Number of complaints and action taken

### APPENDIX 3 – RELEVANT LEGISLATION

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

* The Children Act 2004 (repealing and amending previous legislation), notably the Children Act 1989
* The Fostering Services (England) Regulations 2011made under the Children Act 1989 and the Care Standards Act 2000.
* The Carers and Disabled Children’s Act 2000
* The Children (Leaving Care) Act 2000
* The Care Leavers (England) Regulations 2010
* The Care Planning, Placement and Case Review (England) Regulations 2010
* Children and Families Act 2014
* Safeguarding Vulnerable Groups Act 2006
* Health and Safety at Work Act 1974
* Equalities Act 2010
* General Data Protection Regulations 2016
* The UN convention on the rights of the Child

### APPENDIX 4 – APPLICABLE STRATEGIES AND POLICIES

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

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

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

**Home Office Definition:**

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

**UN Definition**

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

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

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

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

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

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

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

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

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

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

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

<http://www.nspcc.org.uk/preventing-abuse/child-abuse-and-neglect/child-sexual-abuse/what-is-csa/#tab-3a4631c0-8b39f8d0>

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

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

**Sexual violence / childhood sexual abuse (CSA)**

**The Legislative Framework for Sexual Violence and Abuse**

There are two critical pieces of legislation governing the sexual offences laws in the UK; the Sexual Offences Act 1956 and the Sexual Offences Act 2003. The 2003 Act came into force on 1st May 2004 and applies to all offences committed on or after that date. The 1956 Act relates to cases where the offence took place before 1st May 2004 and remains relevant for some non-current sexual violence cases. Key offences covered within the Acts include the following where the victim does not consent to the act and where the defendant “does not reasonably believe” that the victim has consented; rape, assault by penetration, sexual assault, causing sexual activity without consent. The age of consent in the UK is 16 and a child under the age of 13 cannot legally consent to any sexual activity. For this reason, all reports of sexual activity with an under 13 year old are required to be reported to the Police and Social Care.

**What is Sexual Violence and Abuse?**

The World Health Organisation (2010) defines sexual violence and abuse (SVA) as ‘any sexual act, attempt to obtain a sexual act, unwanted sexual comments or advances, or acts to traffic, or otherwise directed against a person’s sexuality using coercion, by any person regardless of their relationship to the victim, in any setting including but not limited to home or work’. This definition includes rape. As per the Sexual Offences Act 2003 (SOA 2013), rape has legally been defined in the UK as the penetration with a penis of the vagina, anus or mouth of another person without their consent. Rape is defined as ‘physically forced or otherwise coerced penetration, even if slight, of the vulva or anus using a penis, other body parts or an object’. The attempt to do so is attempted rape. Rape of a person by two or more perpetrators is gang rape.

The SOA 2013 describes penetration of a vagina, mouth or anus with any part of the body other than the penis or with an object without their consent as “assault by penetration”. Sexual violence can include other forms of assault involving a sexual organ, including coerced contact between the mouth and penis, vulva or anus. Any sexual activity with a child under the age of 16 is an offence, including non-contact activities (such as encouraging to send nude photos online or making a child watch pornographic material) or encouraging children to behave in sexually inappropriate ways.

It is important to recognise that sexual violence and abuse can happen to anybody, of any age, regardless of sex, gender, sexuality, religion, cultural, social or ethnic background. It should also be understood as a cause and consequence of sex/gender inequality, and as a result, impacts disproportionately on women and girls. Sexual violence and abuse may be a one-off event or happen repeatedly over any period of time. In some cases it can involve the use of technology such as phones, internet or social media. Sexual violence and abuse can occur anywhere including in public, within the home or workplace and within organisations and institutions such as schools, religious settings and sports clubs. It may also occur when the person is unable to give consent while drunk, drugged, asleep or mentally incapable of understanding the situation.

Child sexual abuse (CSA) is when a child is forced or persuaded to take part in sexual activities. This may involve physical contact or non-contact activities and can happen online or offline. Children and young people may not always understand that they are being sexually abused. Contact abuse involves activities where an abuser makes physical contact with a child. It includes: sexual touching of any part of the body, whether the child is wearing clothes or not, forcing or encouraging a child to take part in sexual activity, making a child take their clothes off or touch someone else's genitals, rape or penetration by putting an object or body part inside a child's mouth, vagina or anus. Non-contact abuse involves activities where there is no physical contact. It includes: flashing at a child, encouraging or forcing a child to watch or hear sexual acts, not taking proper measures to prevent a child being exposed to sexual activities by others, making a child masturbate while others watch, persuading a child to make, view or distribute child abuse images (such as performing sexual acts over the internet, sexting or showing pornography to a child), making, viewing or distributing child abuse images, allowing someone else to make, view or distribute child abuse images, meeting a child following grooming with the intent of abusing them (even if abuse did not take place). There is not an actual offence of CSA, rather sexual offenders against children are charged with a range of sexual offences defined in law.

Child sexual exploitation (CSE) is a form of child sexual abuse. Sexual exploitation of children and young people aged under 18 involves exploitative situations, contexts and relationships where young people are manipulated or deceived in to sexual activity in exchange for something the victim needs or wants and and/or for the financial advantage or increased status of the perpetrator or facilitator. Child sexual exploitation does not always involve physical contact and can also occur through the use of technology without the child’s immediate recognition, for example being persuaded to send sexual images via the internet or use of a mobile phone. The key factor that distinguishes CSE from other forms of child sexual abuse (CSA) is the presence of some form of exchange, i.e. the child receives ‘something’ e.g. gifts, drugs, alcohol, accommodation or food in return for the sexual activity. In all cases, those exploiting the child/young person have power over them whether it is by virtue of age, gender, intellect, physical strength and/or economic or other resources. It is important to remember that the victim may have been sexually exploited even if the sexual activity appears consensual.

Over the recent years, the profile of sexual offences have been raised significantly due to high profile inquiries such as the Inquiry into Child Sexual Exploitation in the family environment, the Independent Inquiry into Child Sexual Abuse (IICSA) and the Independent Inquiry into Child Sexual Exploitation in Rotherham. Campaigns such as the #METOO movement and high profile media coverage cases involving well known individuals such as Jimmy Savile and Michael Jackson have also contributed.

**3. PREVENT**

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

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

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

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

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

Staff training

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

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

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

**4. HATE CRIME**

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

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

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

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

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

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

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

**6. GANGS**

The definition of a gang is as follows:

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

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

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

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

<https://www.nationalcrimeagency.gov.uk/what-we-do/crime-threats/drug-trafficking/county-lines>

### APPENDIX 5 – DATA PROTECTION, GDPR AND RELATED POLICIES

Service Providers must familiarise themselves with the requirements of the General Data Protection Regulations as set out in the following guidance from the Information Commissioner’s Office

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

### 

### APPENDIX 6 - MEMORANDUM OF UNDERSTANDING – CHILDREN AND YOUNG PEOPLE MISSING FROM PLACEMENT

The attached appendix is required to be signed and returned as part of the contract.

  

**Missing from Care**

**Memorandum of Understanding (MOU)**

**Between**

Essex Police, Southend, Essex and Thurrock Childrens Social Care

**and**

Residential Care Home/16+ Supported Living Provider /Local Authority Foster Care Provider/Independent Foster Care Provider

**(Approved by Southend, Essex and Thurrock Local Safeguarding Children Boards)**

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The purpose of this document is to set out the joint co-operation between care providers and police as supported by each Local Authority within the County of Essex in relation to children who are likely to go missing or have gone missing.

Compliance with this MOU is required as per the Southend, Essex, Thurrock (SET) procedures.

Providers may be subject of checks to ensure that requirements of this MOU are complied with.

Definition of Missing

*Anyone whose whereabouts cannot be established will be considered as missing until located and his or her well-being confirmed.*

*(College of Policing Authorised Professional Practice guidance)*

Definition of a Child

*A child is anyone who has not yet reached their 18th birthday (SET Procedures).*

***Care Provider - Please complete a, b or c as relevant below:***

1. **NAME OF PROVIDER AND HEAD OFFICE ADDRESS OF RESIDENTIAL CARE HOME:**
2. **NAME OF PROVIDER AND HEAD OFFICE ADDRESS OF 16+ SUPPORTED LIVING PROVIDER:**
3. **NAME OF PROVIDER AND HEAD OFFICE ADDRESS OF INDEPENDENT FOSTER CARE AGENCY (IFA)**
4. **Introduction**

Missing children are amongst the most vulnerable in our community.

This Memorandum of Understanding (MOU) sets out the partnership working relating to children who run away or go missing from care homes, 16+ supported living provisions, residential and foster placements.

By working together effectively, it will be possible to prevent or reduce the frequency of children running away from home or care. Consequently, children living in Essex will be safer.

This document should be read in conjunction with the Southend Essex and Thurrock (SET) Child Protection Procedures. It should also be read in conjunction with local guidance in relation to children who are missing, and those children whose whereabouts are known, albeit not authorised and who are therefore away from placement without authorisation

**2. Care Home Provider / 16+ Supported Living Provider/Foster Carer’s Responsibilities:**

* As soon as practicablethe provider/carer should inform the Essex Police Missing Person Liaison Officer (MPLO) of the arrival at the home of any child *at risk of going missing*. If details are not known by the provider/carer, they are to obtain these from the social worker for the child.
* A child defined as *at risk of going missing* under the terms of this Memorandum of Understanding is a child with previous missing episodes and/or concerns in relation to Child Sexual Exploitation, Gangs, Criminal Exploitation, Trafficking, Honour Based Abuse, Forced Marriage, Female Genital Mutilation (FGM) and Radicalisation. A child is also *at risk of going missing* if placed into the county of Essex by another Local Authority.
* Unaccompanied Asylum Seeking Children (UASC) may be subject of trafficking offences in order to get into the UK. Once in the UK, they may be further trafficked and exploited. The sharing of information to police for all UASC placed in care is essential. Trafficking can be the movement, transportation, transfer or harbouring of children across continents, countries and borders for the purpose of exploitation of any kind. Trafficking can also be across counties, towns, or within a local area, for the purpose of exploitation. It is important to note that citizen children can be trafficked within the UK for the purpose of exploitation. It is important to hold in mind the possibility that your missing child might be at risk of trafficking.
* Complete a “Prepare for Missing” form (attached as Appendix A), if not before, then at the placement planning meeting. Once completed please send this by **secure email** to [missingpersonliaisonofficers@essex.pnn.police.uk](mailto:missingpersonliaisonofficers@essex.pnn.police.uk). All personal and sensitive data must be processed in accordance with the requirements under the General Data Protection Regulations (EU) 2016/679. Each party is responsible for ensuring that their organisational and security measures protect the lawful use of information shared under this MOU.
* Risks and changes to the care plan should be updated as and when they occur and the Missing Person Liaison Officer informed. Any additional friends and associates of the child should also be noted as well as being shared with the social worker**.**
* Completion of the Planning for Missing form is required for **all** children who are considered to be *at risk* of going missing including those placed in care from another Local Authority. The receiving authority and placing authority must, where possible, ensure this information is available.

**3. When the Child goes missing:**

* At a placement planning meeting the provider/ carer, child and social worker will agree a time for them to be home after school/ college and in the evenings/ weekends. This will be done taking account of the child’s age, level of understanding, development, vulnerability, and in light of known risks to the child. It will be the responsibility of the provider/ carer to make an assessment of the likely risk faced by the child and keep under constant review. This should be done in consultation with the relevant social worker.
* If the child does not return within the agreed time frame, the provider/ carer is required to take active steps to locate the child e.g. searching the home or locality, making contact with the child by phone, text and social media and visiting or telephoning the child’s friends, and unless reason not to, their family. If the provider/ carer knows where the child is and there are assessed to be no known risks – for instance, the child is at the address of a known friend and is assessed to be genuinely running late – the provider/ carer will agree a time with the child to return, or arrange to collect them. Unless there are health and safety reasons not to, the provider/ carer will arrange with the child to go to the address and collect them, as would be the case if the child were the provider/ carer’s biological child. This must be completed where practicable prior to calling police. If a child is likely to be at an address where they may be at risk of harm from the occupants or others associated with the occupant, the police will be called and the assessment of risk explained.
* If the child is considered to be missing, the provider/ carer is expected to provide information to the police informing of any checks already completed by the provider/ carer. This information is important as it may save time and prevent duplication of tasks set by police in order to locate a child.
* The provider/ carer is expected to continue to look for the child and make enquiries to help locate the child whilst missing, keeping the police and social worker updated (and out of hours services where relevant). Any new information must be relayed to police as soon as possible, as this may lead to further enquiries that police can undertake.
* If it is thought that the child is at risk by being at a known place, or with an individual who may be putting that child at risk and there are concerns that the provider/ carer would be put at risk should they try and retrieve the child, then the police should be informed in order to act upon that information.
* Once the missing child has been reported to the police any new information should be communicated by the provider/ carer by telephoning 101 and quoting the incident number you will have been provided. This must be passed to police as soon as possible, as officers will continue to search for the child until informed of their return.

**4. When the Child is found**

When the child is found by the provider/ carer, or if the child returns of their own accord, the provider/ carer must notify the police immediately. The social worker (or out of hours service) must also be informed. Do not delay this action under any circumstances, as the child will remain classified as a missing person until seen, along with efforts from police to locate the child.

**5.** **Essex Police**

On receiving a report of a missingchild, Essex Police will classify the child as missing.

Essex Police, in collaboration with the child’s social worker or out of hour’s service, will assess the level of risk faced by the child; this will be based on all of the available information.

* Essex Police will respond to missing children, based on the level of risk to the child and/or the level of risk the child poses to others.
* Essex Police will conduct a vulnerability interview for all children who have been missing and have returned. It may be that the child refuses to engage or speak with police. On these occasions the carer can assist by reporting to officers their observations on the child’s return, e.g. did the child shower, have gifts, appear unwell or under the influence of any substance, etc.
* Each child that returns from missing will be offered an independent return from missing interview by a person not involved in their care. This will be facilitated by the Local Authority with responsibility for the child.

**6. Care Planning and Review**

If a child has an established pattern of absence it would be expected some form of intervention should take place. The provider/ carer should consider whether this pattern is an indicator of vulnerability and whether any action can be taken to mitigate the risk of further missing episodes.

**It is important that this information is handled correctly with due regard to the General Data Protection Regulations.**

**Should you have any further questions please email your query to the same email address and someone will be in contact with you.**

**Name:**

**Organisation:**

**Tel no:**

**Position Held:**

**Signature:**

**Date:**

**Appendix A**

***\*\*Planning for missing form***

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| 13_crest_white |  |  |

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|  | | | | |  | | | |  |
|  | **Planning for Missing** | | | | | | | |  |
|  | | | | | | | | | |
|  | 'All sections are to be completed by the provider/ carer at the Placement Planning meeting, in consultation with the child’s social worker, when a child is identified as being at risk of going missing'. | | | | | | | |  |
|  | Name of child: |  | | Date of Birth: | |  | Age: |  |  |
|  | Residential Address: | |  | | | | | |  |
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|  | | | | | | | | | |
|  | Point of contact for Home: Name/Number/Position Held: | | | | | | | |  |
|  | | | | | | | | | |
|  | Person Completing form: Name/Position Held: | | | | | | | |  |
|  | | | | | | | | | |
| |  |  | | --- | --- | | **SOCIAL/KEY WORKER DETAILS** | | | Forenames: | Postcode: | | Title: | Phone Number: | | Surname: | Email Address: | | Premises: | Street: | | District: | Town: | | County: |  | | | | | | | | | | |
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| --- | --- | --- | --- |
| **CHILD’S DETAILS** | | | |
| **SURNAME:** | | **FORENAME(S): (include Alias names/nicknames)** | |
| **Date of Birth:** | **Age:** | Place of Birth: | |
| Sex: Male  Female | | Nationality: | |
| Immigration status (if applicable): | | | |
| Language spoken: | | | |
| Photograph Obtained: **Yes**   **To be e-mailed**   **(**[**compactphotos@essex.pnn.police.uk**](mailto:compactphotos@essex.pnn.police.uk)**)** | | | |
| Known friends/associates and/or locations frequented? | | | |
|  | | | |
| Mobile phone number: | | e-mail address: |
| Facebook/Twitter or similar social networking sites (Any user names known) | | |
| Missing person previously accompanied by (If left with other persons residents previously): | | |

|  |  |
| --- | --- |
| **CURRENT ADDRESS** | |
| Premises (name and/or house number): | Postcode: |
| Street: | Home Phone: |
| District: | Work Phone: |
| Town: | Mobile Phone: |
| County: |

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| --- | --- | --- |
| **ETHNIC APPEARANCE** | |  |
| 1 White North European |  |
| 2 White South European |  |
| 3 Black |  |
| 4 Asian |  |
| 5 Chinese/Japanese or south east Asian |  |
| 6 Middle Eastern |  |
|  | |

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| **CURRENT DESCRIPTION** | | | |
| Height:      ft      inches or      M      cm | | | Shoe Size: |
| Handed: Left  Right  Ambi | Eyewear: Glasses  Contact Lenses  Not Worn | | |
| Hair Type: (e.g. short, cropped) | | Hair Colour: | |
| Hair Features: | | Facial Hair: | |
| Eye Colour: | | Accent: | |
| Build: Please describe: | | Complexion: | |
| Sexuality: (if known) | | | |
| **Habits/Peculiarities:** | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **WARNING** | | | | | | | |
| Firearms |  | Weapons |  | Violent |  | Suicidal |  |
| Physical health concerns |  | Allergies |  | Contagious |  | Self-Harmer |  |
| Trafficking |  | Gangs |  | Drugs |  | CSE |  |
| Radicalisation |  | FGM |  | Criminal Exploitation |  | Other | |
| **Warning Notes:** if any of the above are ticked please give details: | | | | | | | |
| **Identifying Marks:** (scars/tattoos/piercings/dental/peculiarities) | | | | | | | |

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| --- | --- |
| **NEXT OF KIN** | |
| Title: (Mr/Mrs/Miss/etc.) | POSTCODE: |
| Surname: | Home Phone No.: |
| Forename(s): | Work Phone No.: |
| Premises: | Mobile Phone No.: |
| Street: | Relationship to missing person: |
| District: |
| Town: |
| County: |

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| **ADDITIONAL INFORMATION** | | | | | | | | | | | | | | | | | | | | | | |
| Bank Card Details: (If Known) | | | | | | |  | | Card Provider: | | | | | | | | | |  | Card Type: | |  |
|  |  | | | | | |  | |  | | | | | | | | | |  |  | |  |
|  | Name on Card/Current location: (if known) | | | | | | | | | | | | |  | | | | | | | |  |
|  | Cash: |  | | | | | | | | |  | | | | | | | | | | |  |
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| School / College / Place of Education Details: | | | | | | | | | | | | | | | | | | | | | | |
| Phone Number: | | | | | | | | | | | | | | | | | | | | | | |
| Disability: Yes  No  Please give details: | | | | | | | | | | | | | | | | | | | | | | |
| Details of any illness known and/or medication: | | | | | | | | | | | | | | | | | | | | | | |
| Religion: | | | | | | | | | | | | | | | | | | Doctor’s Details: | | | | |
| Driving Licence No.: (if applicable) | | | | | | | | | | | | | | | | | |
| Phone Number: | | | | |
| Languages Spoken: | | | | | | | | | | | | | | | | | | Dentist details: | | | | |
| Blood Group (if known): | | | O+ |  | O- |  | | A+ | | | |  | A- | |  | | |
| B+ |  | B- |  | | AB+ | | | |  | AB- | |  | | | Phone Number: | | | | |
| Passport Details: (consider DV/HBV/Forced marriage risk) | | | | | | | | | | | | | | | | | | | | | | |
|  | Passport Number: | | | | | | | | | | | | | | |  | Name on Passport: | | | | |  |
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|  | Current location of Passport: | | | | | | |  | | | | | | | | | | | | | |  |
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| Are there any memorable dates i.e. the death of a family member or friend? Yes  No  Details: | | | | | | | | | | | | | | | | | | | | | | |
| Z:\1996\lscb.jpg | | | | | | | | | |  | | | | | | | | | | | Z:\1996\tsc.jpg | |
| **Completed form to be emailed securely to:**  [**missingpersonliaisonofficers@essex.pnn.police.uk**](mailto:missingpersonliaisonofficers@essex.pnn.police.uk) | | | | | | | | | | | | | | | | | | | | | | |

### APPENDIX 7 - DEFINITIONS

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| --- | --- |
| **Allocated Social Worker** | The Council’s nominated social worker regarding the Child/Young Person |
| **Child/Children and/or Young Person/Young People** | Persons aged under 18 who are being looked after by a Foster Carer |
| **Consultation** | Securing the wishes, views and feelings of a Child and or giving information to a Child in the most reasonable manner given the Child’s age and understanding. |
| **Emergency Duty Team (EDT)** | * The Council’s out-of-hours social work team who are the first point of contact for emergencies between Monday and Thursday 4:30pm to 9am, and Friday, from 4:30pm through the weekend until 9am on Monday public holidays |
| **Foster Carers Handbook** | Link to Foster Carers Handbook : <http://www.fosteringhandbook.com/thurrock/index.html> |
| **The Service** | The IFA Service |