

**West Midlands Sub-Regional Supported  
Accommodation Framework agreement (16-17 year  
olds)**

**9<sup>th</sup> January 2017 to 8<sup>th</sup> January 2019 (with an options to  
extend for up to 2 years to 8<sup>th</sup> January 2021)**

**REF: SCHCYPF001**

**THE SERVICE SPECIFICATION**

**SCHEDULE 2**

**Interpretation**

References to “Conditions of Contract” and “Contract” shall be taken to mean references to the Framework Terms and Conditions and/or to the terms and conditions of a Call Off Contract (IPA) as the context requires.

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## **A1. THE SERVICES**

The provision of supported accommodation services and outreach support service is for all children aged 16-17 years old for whom the Local Authority has a statutory duty, including young people who are looked after, and/or leaving care and/or homeless and/or who are known to the youth offending service and/or are either at risk of offending, and/or the edge of custody, and/or released from custody.

Young people are safeguarded from harm, with their development, wellbeing and life chances promoted. We will achieve this by working openly with young people, their families (where possible) and collaboratively with partners.

Young people are supported to bring about change, in solution-focused ways, building on their strengths, so that they can maximise opportunities to improve their life chances, benefit from good parenting, consistent boundaries, emotional warmth and are equipped with life skills and resilience.

Young people are supported to re- build, maintain and enhance family and social networks (wherever possible), reducing social isolation and building resilience.

Young people in care and care leavers receive stability through high quality provision and care planning from local authorities and their partners, acting collaboratively as corporate parents.

### **The Services**

- A1.1** This Service Specification forms an integral part of the contractual arrangements of the Framework agreement between the Council and the Provider and sets out the Services to be provided within the Contract.
- A1.2** The outcomes and service requirements specified will be applied in the context of, and as relevant to, any special conditions agreed between the Parties and as set out in the IPA for the Young Person in question.
- A1.3** The services should be available to those with specific needs including, but not exclusively, behavioural problems, those at risk of self harm, child sexual exploitation, offending behaviour, mental health needs, substance misuse and those with a disability and must provide safe accommodation for those aged 16/17 years old who may be vulnerable.
- A1.4** The option/ability to provide emergency and/or short stay supported accommodation.
- A1.5** The opportunity to provide therapeutic or specialist supported accommodation.
- A1.6** The option/ability to provide up to 4 week trial sessions for young people considering a move to supported accommodation
- A1.7** This Service Specification is underpinned by the Provider's contractual obligations to comply with all relevant current and future legislation, Acts of Parliament, amendment or re-enactment of any act, statutory regulation and other such laws and statutory guidance relevant to the provision of the Services.
- A1.8** The Provider is expected by the Council to seek to exceed its contractual obligations through the provision of innovative Support and to demonstrate a commitment to continuous improvement through the Provider's internal quality assurance procedures.

- A1.9** The Services shall comprise the provision by the Provider of Accommodation and Support, and the provision of Outreach Support not linked to accommodation provision in accordance with this Service Specification for the benefit of those Young People who are successfully referred to and placed with the Provider by the Council under this Contract.
- A1.10** For the avoidance of doubt, this Service Specification is generic and relates to the provision of Support in all Accommodation and to Outreach Support not linked to accommodation provision. Therefore, the outcomes, service requirements and performance indicators which are set out in section A3 shall apply in the context of and as relevant to:
- (1) the specific conditions of the Accommodation in question;
  - (2) the specific conditions which have been agreed between the Council and the Provider in relation to the provision of Support to each Young Person as set out in their IPA and Individual Placement Agreement Variation (IPAV).
- A1.11** The Service will work to ensure that progress achieved by individual young people can be sustained to optimise their life chances and future choice of accommodation.
- A1.12** The service shall operate flexibly to meet the specific and changing needs of individual young people. The type of supported accommodation and any Outreach Support shall reflect the differing stages through a pathway from prevention, access, progression and move on to independence or return to family, with an expectation that the needs will reduce over time as the young people become more independent
- A1.13** The Service shall operate a flexible approach to the need for emergency or short term placements and where possible offer an emergency out of hours placement service within the limitations of the Providers resources and should be agreed with the Council on an individual basis.
- A1.14** The Service shall provide Outreach support that is not linked to specific accommodation, within the community in a variety of settings
- A1.15** Where additional services are required, then this should be detailed in the Individual Placement Agreement Variation (IPAV) form.

## **Referrals**

- A1.16** The Council shall:
- (1) initially make a referral to the Provider by sending the Council's referral form for the Young Person in question, via The West Midlands Placement Database or electronic mail, which will be sent to the Provider by the Council to an email address nominated (Schedule 4 – Contract Contact Sheet) by the Provider, at any time, on any day;
  - (2) ensure that the referral information is current, accurate and sufficient for the Provider to make a judgement about the Young Person's needs in matching with its Accommodation and Support provision, and respond to further enquiries/clarification from Providers.
  - (3) ensure that each referral form states:

- (a) the Framework Model and Category of Service which is applicable to the Young Person in question;
- (b) The number of support hours required where applicable and if Outreach Support then the number of hours only.
- (c) the approximate date of commencement of the Service or Placement of the Young Person in question;
- (d) the name and contact details of the Authorised Officer who is responsible for making the referral.
- (e) if in an emergency state the timescales i.e. same day or within 48 hours.
- (f) provide a profile of the young person and include specific needs, risks and offending behaviours.
- (g) ensure that all referrals include the young persons initials and a unique reference number for that young person and that this is quoted in all correspondence.
- (h) provide an indication of the age of the young person by year and part year.
- (i) ensure that the Provider is aware of the name of the Case Managing Social Worker/Personal Advisor allocated to an individual young person and to update the Provider on any changes in Case Manager as the key point of contact in relation to the individual placement.

**A1.17** The Council's decision to place a Young Person will be based on a current assessment of their needs and other documentation relating to the Young Person in question including (without limitation):

- (a) their Pathway Plan or Care Plan (as applicable),
- (b) a risk assessment which takes into account any indicators of risk including challenging behaviour;
- (c) their Health Plan (if any);
- (d) any other information from other relevant agencies (e.g. CAMHS, Sustain, etc.).
- (e) Suitability of location
- (f) Experience and qualifications of staff meeting the needs of the young person.
- (g) The Service meeting the specific needs of the young person

**A1.18** The Council shall ensure that:

- (1)** the proposed Placement or Service is a positive choice for the individual Young Person in question having considered all the possible placement options;
- (2)** where a choice of Placement is appropriate and available, the Young Person in question (and their parents/carers where appropriate) is involved in the choice of Placement.

**A1.19** In exceptional circumstances, the Council may make a referral of an individual Young Person prior to an assessment of their needs being undertaken where this is considered by the Council to be in the Young Person's immediate and best interest.

**A1.20** Upon receipt of a referral from the Council and if the Provider has Accommodation available for the Young Person in question with effect from the proposed date of commencement of the Placement, the Provider shall:

(1) contact the Council's relevant Authorised Officer by e-mail or via the West Midlands Placement Database, or telephone as soon as possible and in any event:

- (a) if the referral in question is not of an emergency nature, within five (5) Working Days of receipt of the referral in question;
- (b) if the referral in question is of an emergency nature, within two (2) hours of receipt of the referral in question.
- (c) have a duty system for out of hours emergency placements, and support the young person to settle into any emergency placement on arrival.
- (d) ensure that if deadline timescale for the Placement or Service is to commence is stated in the search for provision that the service will be available actually on or before the required date
- (e) forward to the Council a completed Provider Response form/Individual Property Details (Appendix 8) with the details of the Accommodation the Provider is offering for the Young Person in question
- (f) ensure that If the request for accommodation is pre-planned and Provider is able to confirm suitable property can be sourced and service provided the Appendix 8 Provider Response form/Individual Property Details form should be completed and indicating commitment to offer a placement

**A1.21** As soon as possible following the receipt by the Council of a completed Provider Response

Form/Individual Property from the Provider, the Council shall:

- (a) evaluate the Provider Response/Individual Property Details form to ensure that the Provider is able to meet the assessed needs of the Young Person in question;
- (b) confirm to the Provider whether or not the Young Person in question will be placed at the Provider's Accommodation.
- (c) arrange with Social Worker/Personal Advisor and the young person to view and to meet the Provider prior to acceptance
- (d) endeavour to advise the Provider/s of the outcome of the referral promptly to ensure that search is closed

**A1.22** If the referred Young Person is to be placed with another Young Person, then the Council shall ensure that its relevant Authorised Officer discusses with the Provider any impact of placing the Young Person in question with another Young Person and any likely effect on the physical, emotional or social well being of that Young Person or any Young Person already occupying the Accommodation. No shared placements to take place until all parties are in agreement and this is confirmed by all parties in writing. This is not

applicable where a young person has own self contained accommodation located within a building or complex.

**A1.23** Following the confirmation of the Placement of an individual Young Person with the Provider, each of the Parties shall comply with the requirements of section B of the Conditions of Contract in relation to the IPA for the Young Person in question, by returning the fully completed and signed IPA within the 14 days of issue.

### **Suspension of Referrals**

**A1.24** Any individual Council party to the Framework shall have the right at any time during the Framework period to suspend the making of referrals to the Provider under this Contract for any period of time (at its sole discretion) in circumstances where the Provider:

- (1) has accommodation available, but consistently refuses to make Accommodation available to Young People who are referred by the Council;
- (2) fails to provide a standard of Services which meets the outcomes, service requirements and performance indicators which are set out in section A3 of this Service Specification in respect of the provision of Support and Accommodation.

**A1.25** Any individual Council will have the right to carry out suspensions and will also share their concerns with other Councils party to this Framework and advise immediately the relevant participating LA's of the action taken and the reasons for the action taken.

**A1.26** If an individual participating Council exercises its right under clause A1.16, then this individual Council or collectively if more that one Council is affected shall work with the Provider to agree an action plan with which the Provider must comply to improve its level of service provision to the LA's satisfaction before the suspension is removed.

### **Placement in Accommodation**

**A1.27** Prior to the commencement of the Placement of a Young Person in any Accommodation, the Provider shall (as a minimum):

- (1) allocate a Support Worker to act as the 'key worker' for each Young Person in question, and the name of the key worker provided to the young person, Social Worker/Personal Advisor or other appointed person from the Council;
- (2) if more than one support worker on a regular basis then one must be a named 'key worker' for the young person
- (3) where the referral timescale for the Young Person in question allows, arrange:
  - (a) for the key worker to visit the Young Person in question in their current place of residence;
  - (b) for the key worker to work with the Young Person in question and their social worker/personal adviser (as applicable) to agree a Support Plan to link with the IPA;
  - (c) ensure that, where applicable, the young person is aware of the need to contribute a weekly sum to the provider towards utilities
  - (d) at least one introductory visit by the Young Person in question to the Accommodation in order to:

(i) introduce the Young Person to all members of Staff and any other Young People living at the Accommodation (where applicable);

(ii) familiarise the Young Person with the Accommodation and their own personal space within it and any associated communal areas and to make the Young Person aware of facilities within the immediate locality of the Accommodation.

(iii) familiarise the young person with any documentation including the Welcome/ information pack provided

4) If placing in a shared accommodation undertake a risk impact assessment with any other current occupants.

**A1.28** The Council shall ensure that the social worker/personal adviser (as applicable) or other named person identified by the Council visits the Young Person in question at the Accommodation:

(a) on the day of the commencement of the Young Person's Placement, and;

(b) within seven (7) days of the commencement of the Young Person's Placement;

(c) then regularly and as a minimum in line with statutory requirements

**A1.29** On the day of the commencement of a Young Person's Placement at the Accommodation, the Provider shall carry out a thorough induction to their Services and ensure that:

(a) the Young Person in question is given a copy of the Provider's Young Persons Welcome/Information Pack and any other relevant information about the Accommodation, Services and locality.

(b) the named key worker is present to welcome the Young Person in question and settle them at the Accommodation at the time that they move into the Accommodation;

(c) an 'occupancy agreement' (in a form which shall be approved by the Council (acting reasonably)) is signed by the Young Person in question and the Provider, with the Young Person retaining a copy. A copy must also be forwarded electronically to the Social Worker/Personal Advisor or other appointed person from the Council.

(d) the Young Person in question is made aware of any health and safety issues in a form that can be clearly understood by the Young Person in question, recognising any disability and language barriers.

(e) the property has been fully inspected by the Provider and all gas, electrical safety, smoke and carbon monoxide alarms and fire safety checks have been carried out and that the property is fully furnished and equipped as per the core cost specification

**A1.30** The Provider shall forward a copy of the signed 'occupancy agreement' which has been entered into by the Provider and the Young Person in question to the allocated Case Managing Social Worker/Personal Advisor within seven (7) days of its completion. No Occupancy Agreement should infer any Landlord and Tenant Relationship.

**A1.31** The Council has a duty to minimise the number of moves a Young Person experiences and the disruption this causes. The robust referral process which is detailed in clauses A1.7 to A1.21 (inclusive) aims to secure the right Placement the first time to avoid further

movement and instability for the Young Person in question, outside the terms of the IPA. However, if it is clearly evident that the Placement is not suitable and cannot achieve the intended outcomes for the Young Person in question, this must be determined and acted upon in accordance with the Conditions of Contract.

## **Provision of the Services to Individual Young People**

**A1.32** Throughout the Placement of each Young Person in their Accommodation, the Provider shall work with the Council to assist in the implementation of their individual Pathway Plan, including (as applicable) their Care Plan, Education plan and health plan (if any) and shall prepare and provide written 4 weekly progress reports, to be sent electronically on a 4 weekly cycle to the Case Managing Social Worker/Personal Advisor. Along with any assessments on each individual Young Person for the purposes of planning meetings, safeguarding meetings, Review Meetings, court proceedings, monitoring, and any other documentation which is required by the Council from time to time during their Placement with the Provider. The Provider shall also participate in the preparation of any other reports as required from time to time by the Council. The 4 weekly reports are to include detail as per the Core Cost Specification, which will include recording any missed support sessions and the reasons for this along with the start time and end times of each support session.

**A1.33** The exception to A1.32 is for Temporary placements, short term 'trial' stays of 4 weeks, or Unaccompanied Asylum Seekers and trafficked young people where age and needs assessments need to be carried out prior to seeking settled placement.

**A1.34** The Council shall ensure that each Young Person's social worker/personal adviser (as applicable) co-ordinates how services will be provided for the Young Person in question, developing constructive professional relationships, in order that all agencies recognise their important investment in enabling the Young Person in question to succeed as they make their transition to adulthood by working in partnership with the support worker and their local knowledge.

**A1.35** The Provider shall also work in partnership with the Council:

- (a) to ensure that the assessed needs of each Young Person are based upon all relevant and up-to-date information;
- (b) to monitor the needs of each Young Person and address any changes in their needs and to advise the Social Worker/Personal advisor of any changes promptly via telephone if urgent, or via email;
- (c) to review each Young Person's Support Plan twenty-eight (28) days after the commencement of their Placement and thereafter in accordance with statutory guidance throughout their Placement and to feedback any changes to the Social Worker or Personal Advisor, via email.
- (d) to discuss and resolve any concerns there may be for the young person if they feel the young persons are not met and challenge the Council if they consider this is the situation.

**A1.36** The Provider shall ensure that the provision of Support and Accommodation to each Young Person:

- (a) is centred on meeting the assessed needs of the Young Person in question;
- (b) seeks to value and promote the identity of the Young Person in question;

- (c) seeks to improve the well-being, independence skills, life chances, and potential of the Young Person in question through the implementation of the service requirements with the aim of achieving the required outcomes as set out in section A2 in relation to the provision of Support and Accommodation
- (d) Enables a young person to achieve the primary aim for them to gain the necessary skills to live independently at 18.
- (e) Is flexible to meet the ongoing and changing needs of the young person

## **Duty of Care**

**A1.37** The Provider shall have a duty of care for each Young Person from the time that the Provider collects or receives the Young Person in question until such time that the Young Person in question leaves the Placement and the IPA expires or is terminated.

## **Principles and Values underpinning the Services**

**A1.38** The Council and the Provider agree to adopt and promote values and principles which place Young People and their parents or carers (where appropriate) at the centre of their respective service provision. The welfare of the Young Person is paramount; this is the foremost principle and supersedes all others as a foundation for care planning and service delivery. The Young Person's experience should be that their individual best interests are the primary concern of the Council and the Provider.

**A1.39** The Provider shall provide the Services in ways that are consistent with the principles which are set out in Every Child Matters, the Provider shall therefore:

- a) promote an ethos, culture and practice within the Services to achieve the outcomes which are set out in section A3;
- b) use a range of methods and practices to empower and support each Young Person so that they are enabled to participate and make a positive contribution;
- c) employ practices in the provision of the Services which challenge barriers to inclusion and equal access to opportunities for work, training and social participation;
- d) ensure that each Young Person is supported, if they wish, to have meaningful contact with siblings, parents, carers and relatives as specified in their individual Pathway Plan or Care Plan (as applicable);
- e) ensure that there are appropriate arrangements in place for consulting with Young People and facilitating the participation in decision-making by Young People;
- f) ensure that each Young Person is treated as an individual at all times, being attentive to each Young Person's individual needs and rights in relation to age, gender, race, belief, culture, sexuality and disability;

- g) safeguard the welfare of each Young Person by the application of clearly stated operational principles and established standards of practice and provision.

**A1.40** The Provider shall also:

- (a) work in partnership with all agencies, organisations and individual professionals with a responsibility to each Young Person, so that each Young Person in question will see that everyone who is involved in their life is working in co-operation and co-ordination in their best interests;
- (b) ensure that each Young Person is given good quality information with regard to their Placement and the Services they should receive, which is within the welcome information pack.
- (c) ensure that information in relation to the Services is designed with the participation of the Young Person and is produced in a variety of ways to ensure that the needs of Young People with specific needs are met (e.g. Braille, audio tapes, different languages, pictures and symbols);
- (d) have robust systems in place to access local services and emergency services.

### **Exit from Supported Accommodation**

**A1.41** The Council shall as per Section A2 provide the required Notice period to the Provider and ensure that:

- a) The Social Worker or Personal Advisor or other appointed representative from the Council will liaise with the provider and young person to agree an exit plan
- b) Where possible the Social Worker or Personal Advisor or other appointed representative from the Council will be present when the young person moves out of the accommodation to ensure that the property is left in satisfactory condition and that all personal effects have been removed.
- c) That all keys are handed back in a timely and satisfactory manner on or before the placement end date.
- d) Where a room is utilised for storage of a young persons possessions that full costs do not apply, such as support hours and any cost must be reasonable, if any.

**A1.42** The Provider shall confirm acceptance of Notice to end the placement and shall ensure that:

- a) The young person is supported to make preparation to move out via an updated support plan, which is to include leaving the accommodation in a satisfactory condition.
- b) Liaise with Social Worker or Personal Advisor or representative from the Council to ensure move out date is achieved as planned.
- c) Address any concerns about property or the move prior to the date of exit with the Social Worker or Personal Advisor or representative from the Council.
- d) Ensure that any items left in the property after the end date are photographed and the Social Worker PA is notified immediately and arrangements for items to be collected made without delay

- e) Ensure that any items left in the property are removed only following discussions and agreement with Social Worker/Personal Advisor and the Council's Authorised Officer.

## A2 Notice of Termination of Placement/IPA's/IPVA's

### Termination of IPAs

- A2.1** The Parties shall act at all times in relation to the Contract and each IPA in good faith in order to meet the needs of the Young Person. When an IPA is to be terminated, both Parties to the IPA shall support a smooth transition of the Support and Accommodation arrangements for each affected Young Person.
- A2.2** An IPA may end by the expiry of the framework period specified in the IPA or by termination on the following periods of notice in writing by either Party to the IPA, IPAV as detailed under the category of service detailed below.

### Table of Maximum Notice Periods

Category 1 Single accommodation + face to face support hours as specified	7 (seven) days if the Young Person has been in the Placement for 2 (two) weeks or less  14 (fourteen) days if the Young Person has been in the Placement for more than 2 (two) weeks and less than 4 (four) weeks  28 (twenty eight) days if the Young Person has been in the Placement for more than 4 (four) weeks
Category 2 Shared 2 -4 Accommodation + face to face support hours as specified	7 (seven) days if the Young Person has been in the Placement for 2 (two) weeks or less  14 (fourteen) days if the Young Person has been in the Placement for more than 2 (two) weeks and less than 4 (four) weeks  28 (twenty eight) days if the Young Person has been in the Placement for more than 4 (four) weeks
Category 3 Outreach not linked to accommodation	7 (seven) days notice
Category 4 Shared 2+ sleep in staff on site from 10.00pm to 7.00am each night, individual daytime support hours to meet the individual young persons needs which must be at least a minimum of 2 hours face to face support per week. Staff to be on call to provide support if necessary.	7 (seven) days if the Young Person has been in the Placement for 2 (two) weeks or less  14 (fourteen) days if the Young Person has been in the Placement for more than 2 (two) weeks and less than 4 (four) weeks

<p>Category 5 Shared 2+ with staff on site 24/7 with daytime support hours to meet the individual young persons needs which must be at least a minimum of 2 hours face to face support per week. Additional staff available to support individual young people within the community.</p>	<p>7 (seven) days if the Young Person has been in the Placement for 2 (two) weeks or less,</p> <p>14 (fourteen) days if the Young Person has been in the Placement for more than 2 (two) weeks and less than 4 (four) weeks,</p>
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**A2.3** Where a placement has been agreed as fixed term, then no notice period is required and payments will cease on the last day of placement.

**A2.4** The Council shall also have the right to terminate the IPA by the giving of 7 (seven) days' notice in writing to the Provider following Absence for a continuous period for 7 (seven) days either due to hospitalisation or for any other reason, unless the Provider and Council agree otherwise.

**A2.5** If the Placement is terminated with the required notice and the occupant is not living in the accommodation provided, the support hours will cease with immediate effect.

**A2.6** Either Party to the IPA may also terminate the IPA with a lesser period of notice or with immediate effect following a review by the Council, in the following circumstances:

- a) the Young Person's needs cannot be met;
- b) as recommended by the Local Safeguarding Board;
- c) by mutual agreement of the Parties to the IPA.
- d) there is significant risk of harm to the young person, staff or other young persons.

**A2.7** The IPA/IPAV and therefore the placement will end automatically on the young persons 18<sup>th</sup> Birthday, subject to weekends and bank holidays and then it will be the next working day unless there has been a specific request for an extension post 18.

**A2.8** The IPA/IPAV will also end automatically:

- a) if the Court or other competent authority decides that the Young Person should be placed in a secure hospital, or other place of lawful detention for more than 72 (seventy-two) hours. This may include a condition of a court order or legal case conference, which requires residence outside a particular geographic area;
- b) if it is agreed in writing by the Parties that the Young Person's needs, safety or welfare can no longer be met by the Placement and/or Placement arrangements have irretrievably broken down;
- c) 7 (seven) days following the death of the Young Person.
- d) If a young person is not residing in the property overnight for in excess of 5 days unless otherwise agreed by both parties.

**A2.9** By agreement between the Parties to the IPA, or by reasonable notice from one Party to the other Party (which is likely to be of immediate effect), the IPA shall terminate where either Parties to the IPA agree or either Party reasonably believes that:

- a) a risk assessment has concluded that significant risk cannot be adequately managed within the Placement;
- b) the Placement's continuation puts the Young Person, or any other Young Person, or any other person, at risk of harm.

**A2.10** Payment of the Price under the IPA by the Council will automatically cease at the end of the relevant notice period or when the Young Person reaches 18 in accordance with A2.7 above.

A2.11 An IPA will be terminated with immediate affect if during the notice period the Provider is able to utilise the vacated placement for another young person.

A2.12 The IPA shall be terminated automatically and no formal notice will be required when a placement comes to an end due to a planned move and all parties are aware.

**A3. OUTCOMES, PERFORMANCE INDICATORS AND SERVICE REQUIREMENTS IN RELATION TO THE PROVISION OF SUPPORT AND ACCOMMODATION**

**A3.1** The objective of the Services is to achieve the outcomes which are set out in the table below. Achievement of the outcomes will be assessed by the Council during monitoring and reviews of the Services provided by the Provider. The underlying outcome is to ensure Young People are able to live independently, when they reach 18.

**A3.2** Individual participating Councils will have their own monitoring tools which a Provider may be required to incorporate into their own monitoring processes, for example Outcome Star. This will be listed in the individual LA arrangements and notification (IAAN) Appendix 1).

	<b>OUTCOME</b>	<b>PERFORMANCE INDICATORS</b>	<b>EVIDENCE</b>
<b>1</b>	<b>Be healthy</b>	Staff promotes the importance of good nutrition and healthy lifestyles. Promote the importance of accessing universal health services Develop healthy relationships practice safe sex and avoid pregnancy	Monitoring and Reviews Pathway Plans/Care Plan Young person Feedback Monthly update report Individual Outcomes Monitoring Report Review Meetings
<b>2</b>	<b>Stay safe</b>	All Staff receive Safeguarding (Child Protection) training appropriate to their role and	Monitoring and Reviews Pathway Plans/Care Plan Young person Feedback

		<p>responsibilities within the organisation</p> <p>Staff promote health and safety routines</p> <p>Child Protection concerns are reported appropriately and required procedures followed</p> <p>Staff understand the key indicators of children being abused wither financially, emotionally or sexually. Staff have the ability to advise the young people how to stay safe within the community and communicate effectively.</p> <p>Staff ensure that the Young Person understands fire hazards and can if necessary liaise with the local fire service</p>	<p>Monthly update report</p> <p>Individual Outcomes</p> <p>Monitoring Report</p> <p>Review Meetings</p>
<b>3</b>	<b>Enjoy and achieve</b>	<p>Young People are supported in enjoying and achieving within their community.</p> <p>Staff understand and have knowledge of what Social, Educational, training and volunteering opportunities are available in the local community</p>	<p>Monitoring and Reviews</p> <p>Pathway Plans/Care Plan</p> <p>Monthly update report</p> <p>Young person Feedback</p> <p>Performance Indicators</p> <p>Individual Outcomes</p> <p>Monitoring Report</p> <p>Review Meetings</p>
<b>4</b>	<b>Make a positive contribution</b>	<p>Young People are supported in making choices and are helped to develop emotionally and socially</p> <p>Staff understand and have knowledge of the local community and are able to positively engage the young person in community activities</p>	<p>Monitoring and Reviews</p> <p>Pathway Plans/Care Plan</p> <p>Monthly update report</p> <p>Young person Feedback</p> <p>Performance Indicators</p> <p>Individual Outcomes</p> <p>Monitoring Report</p> <p>Review Meetings</p>
<b>5</b>	<b>Achieve economic well-being</b>	<p>Young People are engaged in further education, employment/training and live in appropriate Accommodation. Young People are assisted in money management and financial independence. Staff have the skills to support</p>	<p>Monitoring and Reviews</p> <p>Pathway Plans/Care Plan</p> <p>Monthly update report</p> <p>Young person Feedback</p> <p>Performance Indicators</p> <p>Individual Outcomes</p> <p>Monitoring Report</p> <p>Review Meetings</p>

		<p>a young person to manage their money to ensure their bills and essential purchases are paid first</p> <p>Staff have skills to support the Young person in making good purchase choices within their budget and to maximise their spending power</p>	
<b>6</b>	<b>Young People are less isolated</b>	<p>Young People are supported to access support from other agencies, use community facilities and networks. Staff understand and have knowledge of the local community and encourage engagement where appropriate in local activities and groups. This should include religious observance or maintaining cultural and other links.</p>	<p>Monitoring and Reviews Pathway Plans/Care Plan Monthly update report Young person Feedback Performance Indicators Individual Outcomes Monitoring Report Review Meetings</p>
<b>7</b>	<b>Young People's emotional health/well being improves</b>	<p>Young People are supported to develop self-confidence and successfully deal with significant changes and challenges</p> <p>Young People are empowered to use and improve their skills, capacity and ability to raise their aspirations and reach their full potential</p> <p>Young People receive information about available Services</p> <p>Staff have the understanding and knowledge to support a young persons mental well being and be able to access necessary information and support the young person to access any assistance</p>	<p>Monitoring and Reviews Pathway Plans/Care Plan Monthly update report Young person Feedback Performance Indicators Individual Outcomes Monitoring Report Review Meetings</p>

### Service Requirements

**A3.3** The Provider shall provide the Services in accordance with the requirements which are set out in the table below.

	REQUIREMENT	EVIDENCE
1	Feedback is obtained from Young People through a range of media in order to monitor the Services and enable the Provider to respond to any issues raised about the quality of the Services on an ongoing basis. Information collected is used to identify gaps in service provision.	Young People feedback Information re quality assurance and gaps in service provision. Contract Monitoring/Contract Reviews
2	Budget management	A financial check may be completed annually.
3	Policies and procedures are regularly reviewed and followed by Staff. These should include (but are not limited to): <ul style="list-style-type: none"> <li>• Business Continuity Plan</li> <li>• Health and Safety Policy</li> <li>• Harassment &amp; Bullying Policy</li> <li>• Equality &amp; Diversity Policy</li> <li>• Safeguarding Policy</li> <li>• Recruitment &amp; Selection Policy</li> <li>• Missing Children</li> <li>• Child Sexual Exploitation</li> </ul>	Contract Monitoring  Quality Assurance Visits

**A4. THE FRAMEWORK MODELS, TYPES AND THE CATEGORIES OF SERVICE**

**A4.1** The Provider shall provide the Services to each Young Person in accordance with the level of service provision which applies to the Framework Model and the Category of Service in which the Young Person in question is placed by the Council and is detailed in their IPA.

**A4.2** The Framework Model and the Categories of Service are:

Category	Categories Of Service Provision
1	Single Accommodation + face to face support hours as required
2	Shared 2-4 Accommodation + face to face support hours as required
3	Outreach Support not linked to specific accommodation
4	Shared 2+ with sleep in staff on site from 10.00pm to 7.00am each night, individual daytime support hours to meet the individual young person needs, which must be at least with a minimum of 2 hours face to face support per week. Staff to be on call 24 hours to provide support if necessary
5	Shared 2+ with staff on site 24/7 with daytime support hours to meet the individual young persons needs, which must be at least with a minimum of 2 hours face to face support per week. Additional staff available to support individual young people within the community

**A4.3** Definition of Accommodation Types per Category are:

Category	Categories of Service – Accommodation Types
1	Accommodation in this Category is for sole occupancy and may be a studio flat, 1/2 bedroom flat, or a 1/2/3 bedroom house.
2	Accommodation in this category needs to be sufficient for the number of occupants and may be <ul style="list-style-type: none"> <li>• 2+ bedroom flat or house with either shared bathroom and toilet facilities or en-suite rooms with shared kitchen/living/meeting/laundry room/s.</li> <li>• Partially self contained Studio rooms with small kitchenette, en-suite with access to larger main kitchen/living/meeting area</li> </ul>
3	Service not linked to specific accommodation
4	Accommodation in this Category should provide a young person with as a minimum own room with shared facilities for example bathroom, toilet, kitchen/living/meeting room and laundry facilities. Can also include: <ul style="list-style-type: none"> <li>• En-suite room with shared kitchen/living/meeting and laundry room/s</li> <li>• Studio flat with small kitchenette, en-suite access to shared kitchen/meeting/living and laundry room/s</li> <li>• 1 Bedroom self contained accommodation within a cluster on one site</li> </ul>
5	Accommodation in this Category should provide a young person with as a minimum own room with shared facilities for example bathroom, toilet, kitchen/living/meeting room and laundry facilities. Can also include: <ul style="list-style-type: none"> <li>• En-suite room with shared kitchen/living/meeting and laundry room/s</li> <li>• Studio flat with small kitchenette, en-suite access to shared kitchen/meeting/living and laundry room/s</li> <li>• 1 Bedroom self contained accommodation within a cluster on one site</li> </ul>

**A4.4** With the agreement of the relevant Authorised Officer, the Young Person will be permitted to move between the Categories of Service within each Framework Model without the requirement of going through the referral process again, subject to the following:

- (a) The Social Worker/Personal Advisor is in agreement with plan to move the young person
- (b) Confirmation is provided before a young person moves that the Provider Response/Individual Property details form has been completed and submitted
- (c) Any change in Category of service and costs have been agreed with appropriate Placement Service
- (d) Confirmation of the date the move took place to Social Worker/Personal Advisor and Council's Placement Service.

**A5. THE PROVISION OF ACCOMMODATION**

**General Requirements**

**A5.1** The Provider shall provide suitable Accommodation that meets all requirements for occupation by Young People for the provision of the Services in accordance with the relevant service as detailed in Appendices 4 and 5. The Provider shall maintain all

Accommodation in a clean and hygienic state throughout the Framework period, both interior and exterior.

- A5.2** The Provider shall decorate the Accommodation and maintain the furniture and fittings provided by the Provider, in accordance with the Core Cost Specification within the Accommodation to a good and acceptable standard throughout the Framework period.
- A5.3** Young People may be accommodated in self contained flats or studio apartments or with solo occupancy lockable bedroom, or en-suite room, with shared facilities within blocks of more than two (2) storeys provided that there are adequate fire safety, as required by any Regulations enforced by the district/borough councils responsible for enforcement.
- A5.4** The Parties recognise and declare that nothing in an IPA will create or be deemed to create the relationship of landlord and tenant between the Provider and the Young Person in question in relation to the Accommodation.
- A5.5** Access to all properties will be provided by the Provider to local authority Housing Enforcement Teams or any other Statutory enforcement team, when requested.
- A5.6** All properties within which Accommodation is located must comply with the Management of Houses in Multiple Occupation (England) Regulations 2006 and the Housing Act 2004 standards.. Details of ownership of the Accommodation and person(s) responsible for repairs must be disclosed, on demand, both to the Council and to local housing authority department officers responsible for enforcement
- A5.7** The Provider must ensure that all Accommodation in which Young People may be placed by the Council during the Framework period fully complies with clause A5.14 (Specific Accommodation Requirements) of this Service Specification prior to the Placement of any Young Person.
- A5.8** Prior to the first issue of an 'occupancy agreement' for any Accommodation, the Provider shall notify the Council's Authorised Officer to allow the opportunity for arrangements to be made to carry out an accompanied inspection of the Accommodation. The Provider must ensure that any deficiencies which are identified by the Council are remedied prior to the commencement of any Placement, this includes, but not exclusively necessary gas or electrical test certificates.
- A5.9** All properties within which Accommodation is located shall, as a minimum, meet the Decent Homes Standard and shall either have been inspected by the relevant District/Borough Council's private rented sector housing officer (or equivalent) or, if the properties have been acquired via a letting agent, the agent must be part of the relevant district/borough council's 'approved landlord scheme' (or equivalent).
- A5.10** For the avoidance of doubt, the costs of all utilities, heating, lighting, water and sewage charges are included in the Standard Placement Cost. Young People will be expected to contribute to the cost of these items in accordance with the relevant provisions of the Guidance (Volume 3 Planning Transition to Adulthood for Care Leavers, section 8.27). The Provider shall be responsible for the collection of a contribution in the amount of fifteen pounds (£15.00) per Week from each Young Person in accordance with section 16 of the Conditions of Contract. For the further avoidance of doubt, the cost of a television licence is included in the Weekly Accommodation Costs.
- A5.11** The Provider will hold a record of receipt of the weekly payment from the young person and any reasons for refusal to pay and this is to be included in the 4 weekly reports

Any arrears of difficulty in collecting the £15 must be notified in writing to the SW/PA and included in the 4 weekly report.

**A5.12** The Personal Allowance must not be withheld or deducted for any reason without written agreement of both parties.

**A5.13** Within accommodation where access is required to shared facilities, i.e. kitchen and bathrooms facilities these should be available to placed young people at all times

### **Specific Accommodation Requirements**

**A5.14** The Provider shall provide suitable Accommodation for the provision of the Services, ensuring that the property within which the Accommodation is located includes:

#### **External**

- (a) a safe, well lit and easily accessible entrance;
- (b) clean tidy, well lit and maintained communal areas;
- (c) gardens/yard and paths which are clear from rubbish and overgrown vegetation, shrubs or trees;
- (d) gates and fences in functional good order;
- (e) a washing line or rotary dryer.
- (f) free from rubbish

#### **Internal**

- (a) external doors fitted with a 5 levered mortice deadlock or multipoint locking system with an internal thumb turn;
- (b) windows in good state of operational repair and any windows above ground level that could present a danger to a Young Person fitted with a restrictor mechanism to limit the opening to no more than 100mm;
- (c) adequate fixed heating sufficient to heat the Accommodation with a timer/thermostat;
- (d) where feasible and appropriate, prepay/card/key meters;
- (e) decoration of walls, ceilings and woodwork to be clean and free from obvious marking and dirt, and any wallpaper to be securely fixed and in good order;
- (f) free from any damp, mould and condensation;
- (g) adequate insulation to ensure a warm comfortable home;
- (h) hot water cylinders which are foam lagged or fitted with insulation jacket;
- (i) an adequate number of power points throughout;

- (j) any glazed doors must have either Georgian wired glass, or be glazed with safety glass or safety film applied;
- (k) hardwired or non replacement battery smoke alarms to meet current standards and in converted houses or above commercial premises electronically operated interlinked smoke alarms;
- (l) kitchen units, including work surfaces and any appliances supplied, which are free from defects and are clean and free from excessive wear;
- (m) have the number of kitchen units and work surfaces stated in the Core Cost Specification for Fully Furnished and Equipped Accommodation (Appendix 4), and which are sufficient for the number of occupants;
- (n) suitable floor coverings throughout the Accommodation with bathrooms, toilets and kitchens which are free from defects and clean and free from excessive wear;
- (o) curtain rails/poles, curtains or blinds fitted to all windows with the exception of the kitchen where blinds only should be fitted;
- (p) bathroom and toilet facilities sufficient for the number of occupants;
- (q) bathroom facilities, including toilet, bath, shower and wash hand basin free from defects and in good working order;
- (r) furniture and equipment as listed in the Core Cost Specification for Fully Furnished and Equipped Accommodation (Appendix 4) which are clean, of good serviceable condition and conform to current BS standards where appropriate;
- (s) (where applicable) an appropriate common seating or kitchen area suitable for the number of occupants and accessible at all times;
- (t) suitable laundry facilities to suit the level of occupancy.

**A5.15** The sharing of any Accommodation by Young People will be dependent on which Category of Service is being provided to each Young Person in question. However, there must be no sharing of any bedrooms at the Accommodation, in addition there should be no sharing of accommodation with any person over the age of 18, with the exception of an existing occupant who has reached their 18<sup>th</sup> birthday whilst in placement. In these cases a DBS check may be required

**A5.16** Where accommodation provides for 3 or more non-related young people where there are shared amenities in the accommodation this provision becomes a House of Multiple Occupation (HMO) and may be subject to Local Authority Licencing. Providers must seek confirmation from the appropriate local Authority to confirm if the accommodation is Licensable and if so provide a copy of such licence when requested. This does not apply to fully self contained accommodation when no facilities are shared.

**A5.17** Accommodation of 3 storeys or more may be subject to House in Multiple Occupation (HMO) regulations. The provider must seek appropriate Local Authority advice and obtain written confirmation as to the classification of the accommodation and provide this as requested

**A5.18** If at any time the local fire authority or the local housing authority (or any other relevant body whose jurisdiction or powers relate to the property within which the Accommodation

is located) determines that the property represents a 'house in multiple occupation' then the Provider shall ensure that the property complies with any statutory requirements which apply as a consequence of such determination (or any other applicable requirements and recommendations of such authorities).

**A5.19** While occupied by any Young Person, the Provider shall ensure that a Support Worker undertakes 4 weekly checks on the property to ensure that it continues to meet the requisite standards as set out above. Such 4 weekly checks shall include the testing of both battery and main connected smoke alarms and where applicable carbon monoxide alarms and visual checks of any electrical sockets, light switches and electrical appliances as the NIEC guidance.

**A5.20** The Provider shall monitor and maintain a record of the visits to inspect the condition of Accommodation and the findings of these visits and shall make the record available on request to representatives of the Council.

**A5.21** The Provider shall:

- a) implement a regular programme of maintenance for the Accommodation and all equipment, fixtures and fittings therein, to ensure that the same are safe, clean, in good working order and otherwise well maintained at all times;
- b) ensure that any necessary repairs, either identified by the Provider's Staff, or the Council, or reported by the Young Person living at the Accommodation, are carried out fully in accordance with the following timescales:

#### **Expected Timescales for Repairs and Maintenance of Property**

Breakdown of heating* and hot water	Within 24 hours (twenty four hours)
Fire alarm/detector systems in state of disrepair	Within 6 hours (6 hours)
Damp and mould growth	Within 14 days (fourteen days)
Bathroom or kitchen out of order	Same day
Complaint about rubbish in and around the property	Within 2 days (two days)
Front or rear doors & windows not secured, including broken glazing	Within 6 hours
General disrepair	Within 7 days (seven days)
Toilet disrepair	Within 12 hours (twelve hours)
*if there is a total failure of central heating and there is no alternative source available, a suitable portable heater must be provided.	Same day

(3) ensure that all soft furnishings at the property are flame retardant in accordance with applicable and current BSI standards;

(4) ensure that, if the property represents a 'house in multiple occupancy', the property complies with relevant fire safety standards as set out on the following website: [www.homestamp.com](http://www.homestamp.com). Therefore, all such properties must have an inter-linked smoke alarm system, which is mains powered, and have adequate fire doors in appropriate places;

(5) ensure that any properties which do not represent a 'house in multiple occupancy' have adequate fire safety equipment including smoke alarms and, where possible, ensure that these are mains operated and include carbon monoxide detectors. The Council

reserves the right to ask the fire authority to inspect any properties which do not represent a House in Multiple Occupancy <https://www.gov.uk/government/publications/licensing-of-houses-in-multiple-occupation-in-england-a-guide-for-landlords-and-managers>

(6) ensure that there are effective evacuation procedures in place (and other necessary fire precautions) in the event of fire or other emergency and that each Young Person is aware of and familiar with them, If the local Fire Authority offers a free home advice service Providers are encouraged to access this service and ensure that the young person is present to receive any advice.;

(7) comply with all applicable health and safety, food hygiene, fire safety regulations and other relevant statutory requirements;

(8) provide the Council with copies of the landlord's current gas and electrical certificates. Where an electrical safety certificate is not available, then the Provider must present a valid electrical report from an electrician approved by the National Inspection Council Electrical Contractors Association (NICECA) or National Inspection Council for Electrical Installation Contractors (NICEIC). Properties which do not have valid gas or electrical certificates or reports will not be used to accommodate Young People, under any circumstances. Both electrical Periodic Tests and Gas Safe Certificates must be maintained and up to date throughout the duration of the young persons occupancy.;

(9) ensure that all electrical mains-fed appliances, including portable appliances, are tested by an electrician approved by the NICECA or NICEIC, in every property where Young People are accommodated.

(10) Ensure that each property has a valid and up to date Electrical Installation Certificate or Period Test Certificate as appropriate and that confirmation of this MUST be provided for each placement offered before occupation.

## **A6. SUPPORT SERVICES**

**A6.1** The Council shall ensure that:

**a)** each Young Person's social worker/personal adviser completes a Pathway Plan or Care Plan (as applicable), which is informed by the needs assessment, in conjunction with the Young Person in question. Each Pathway Plan or Care Plan (as applicable) shall be completed within two (2) two Weeks following the completion of the needs assessment of the Young Person in question;

**b)** the move of a Young Person from staffed accommodation to supported Accommodation will be consistent with their assessed needs and Pathway Plan or Care Plan (as applicable), including any Outreach support.

**A6.2** Any subsequent change to a Young Person's Accommodation will only take place following consultation and with the written agreement of the Council. Any change of accommodation will require completion and submission of the Provider Response/Property Details form prior to any move taking place,

**A6.3** The Provider shall permit the Young Person in question and the Council's Authorised Officer to inspect the Accommodation prior to any move or any subsequent transfer.

**A6.4** The Provider shall ensure that a Support Worker is available to provide Support for each Young Person in accordance with the applicable Category of Service and their IPA six (6) days per Week and that each Young Person has the opportunity to receive their Support

between the hours of 08:00 and 20:00 on Monday to Friday (inclusive) and 09:00 to 14:00 on Saturday. The Provider shall only provide Support on Sundays by telephone if specified in the Young Person's IPA or the Provider's Support Plan.

- A6.5** With regard to Bespoke Services, the level of Support to be provided to a Young Person may exceed the times set out in clause A6.4 above. Bespoke Services shall be agreed by the Provider and the Council's Authorised Officer and specified in the Young Person's Pathway Plan or Care Plan (as applicable),
- A6.6** The Provider shall deploy its Support Worker(s) to visit each Young Person in their Accommodation at times which shall be agreed with the Young Person and shall place a copy of the schedule of visits on the Young Person's individual file, a copy of which should also be forwarded to the Social Worker/Personal Advisor.
- A6.7** The provision of Support by the Provider to each Young Person must be flexible, but formally agreed between the social worker/personal adviser, the Young Person and the Provider to ensure that Support is provided in a manner that gives the Young Person maximum support when necessary.
- A6.8** The Provider must ensure consistency of 'support/key' worker throughout the duration of the placement
- A6.9** If a Young Person is in education, or attending work placement, or in employment, the Provider shall give consideration to the provision of Support either before or after the Young Person attends these commitments to ensure that the Young Person is able to access the Support in accordance with the applicable Category of Service.
- A6.10** Any Support session with the Young Person that takes place at college or at work placements must be provided by prior agreement with the college or work place, Young Person and their social worker/personal adviser (as applicable).
- A6.11** The frequency of contact visits and the issues to be covered in the Support Plan shall be identified by the Council in each Young Person's IPA if appropriate or required.
- A6.12** On each visit a Young Person must receive individual Support, unless agreed otherwise (for example, to attend group life skills sessions). These visit times should be recorded and any refusal from the young person to accept support is detailed with the 4 weekly reports to the Social Worker/Personal Advisor as detailed in Appendices 4 and 5.
- A6.13** If a Young Person is reluctant to engage in Support or persistently fails to attend Support sessions with the Provider's Staff, the Provider shall, in consultation with the Young Person's social worker/personal adviser (as applicable), explore innovative methods of engaging the Young Person in question. The Provider shall record and report to the Council all instances of non-engagement, promptly.
- A6.14** Changes in the frequency and duration of visits to provide Support to a Young Person must be agreed in advance by the Provider with the Young Person in question and their social worker/personal adviser (as applicable). In circumstances where the Provider is unable to agree such changes, the Provider shall inform the Council as soon as possible.
- A6.15** The Provider shall complete and store securely a record of each visit to a Young Person in a form which shall be agreed with the Council which shall identify the substantive content of each visit along with the planned time of visits, actual time and duration of the visit. The Provider will maintain weekly records for each Young Person and submit them

electronically on a 4 weekly basis, details of which are outlined in Appendix 4 and 5 (Core Cost Specifications).

**A6.16** As a young person continues to develop sufficient independence skills support hours may reduce accordingly.

**A6.17** The Provider shall ensure that each Young Person's Support Plan addresses the needs which are identified in the Young Person's IPA. The Provider shall review each Young Person's Support Plan on a Monthly and a three Monthly basis to link with the Pathway Plan or Care Plan (as applicable) of the Young Person in question. Each Young Person's Support Plan shall address (but shall not be limited to) a Young Person's needs in the following areas:

**(1) Setting up a new home:**

- (a) advice and support to manage the safety and security of a new home, i.e. door and window locks, smoke alarms, etc.;
- (b) being shown and supported to understand refuse and recycling processes;
- (c) Support to understand the importance of being a good neighbour;
- (d) guidance on local services within the locality.
- (e) full inventory of furnishings and equipment should be carried out, along with photographs of the property which is accessible to the Council on request.

**(2) Support to develop general household skills:**

- (a) being shown and supported to use safely all electrical appliances within the property/Accommodation;
- (b) guidance and support to wash, dry and iron clothing;
- (c) guidance and support to shop on a budget for food, cleaning and household items;
- (d) guidance and support to prepare healthy meal plans, including the preparation and cooking of food and storage of food;
- (e) guidance and support to carry out household cleaning tasks and to purchase appropriate cleaning materials;
- (f) support to maintain the property/Accommodation in a good standard of cleanliness and tidiness.

**(3) Support to access education, work placements, employment and social activities:**

- (a) supporting and signposting to enable access to social activities in the local area or beyond;
- (b) guidance and support to access education/college;
- (c) support to access work placements or employment;

(d) support to attend appointments;

(e) support to use public transport;

(f) guidance and support with preparing a CV; job application forms, prepare for interviews;

(g) support, encourage and guidance for training.

**(4) Budgeting and money management:**

(a) guidance and support to understand service utilities, including their efficient and most economic use;

(b) budgeting and money management, including debt advice and savings;

(c) guidance and support to understand the processes for paying bills;

(d) advise Young People of the consequences of not paying bills.

**(5) Support with personal health:**

(a) guidance and support to register with a general practitioner;

(b) guidance and support to register with a dentist;

(c) support to attend appointments with medical professionals, including hospital appointments;

(d) support and guidance to access substance misuse services, if required;

(e) support and advice about personal health and living a healthy lifestyle.

(f) support to access health appointments, including doctor, dentist and opticians.

**(6) Support and guidance in preparation for independent living:**

(a) support in exploring housing options for independent living including tenancy management, antisocial behaviour and tenancy sustainability;

(b) support with appointments;

(c) guidance on small DIY tasks (i.e. hanging curtains, blinds, changing light bulbs etc.);

(d) guidance on how to set up service utilities to a new home (i.e. gas, electricity, water);

(e) support and guidance on how to place name on electoral role.

**(7) Support with individual personal and emotional matters:**

(a) support to access legal advice;

- (b) support with appointments with the Home Office (UKVI – Visas and Immigration) (Where applicable);
- (c) support for integration and community cohesion;
- (d) support for managing uncertain futures;
- (e) Support with religious and cultural requirements.

**(8) Support with setting up first independent home at 18 and move on**

- (a) guidance and support access to enable benefits, as applicable, to be sought, including housing benefit, JSA.
- (b) Support to ensure that the young person has all documentation in place to enable access to benefits at 18
- (c) Support to refresh life skills previously learnt in preparation to moving on.
- (d) Support young person to actively apply for benefits, council tax relief immediately prior to 18.
- (e) Support and refresh young persons knowledge on the setting up of utility accounts

**(9) Moving out of Supported Accommodation**

- (a) The young person should be supported to pack and remove all items and possessions in suitable bags/cases, If necessary liaise with Social Worker Personal Advisor to ensure young person has appropriate packing equipment.
- (b) The young person should be encouraged to dispose of any unwanted items and not leave them in the property
- (c) The Provider should advise the Social Worker/Personal Advisor immediately if any items are left in the property after the end of the notice period. The Social Worker/Personal Advisor must work with the young person to ensure removal and disposal of any items to prevent additional costs. The provider must advise the social worker/personal adviser in writing if any items are to be removed or disposed of providing 7 days clear notice.
- (d) Full inventory to be taken on exit and photographs taken and held by the provider and accessible
- (e) Keys must be handed to the Provider promptly on the last day of the placement or before if appropriate.

**A6.18** In cases where a Young Person is judged to be unable to maintain an adequate level of self-care or is deemed to be at risk, the Provider shall discuss an appropriate way forward with the Young Person's social worker/personal adviser (as applicable) and if necessary the Council's Authorised Officer

**A6.19** The Provider shall ensure that Young People have access to both the Provider's and the Council's complaints policies. The Provider and the Council shall share copies of any formal complaints received and any reports outlining the resolution of complaints.

## A7. EMOTIONAL AND PHYSICAL WELL-BEING

- A7.1** The Provider shall deal with each Young Person's emotional concerns in a sympathetic manner, respecting their right to privacy as far as possible.
- A7.2** The Provider shall notify the Council of any serious concerns about the emotional, psychological or behavioural difficulties of any Young Person. Where there are concerns about alcohol and/or drugs, the Provider shall notify the Young Person's social worker/personal adviser (as applicable) and, where agreed by the Council, the Provider shall access local support and health services on behalf of the Young Person in question and shall provide Support to the Young Person in obtaining this help.

**A8 SAFEGUARDING** – The provider must be aware, understand and adhere to safeguarding expectations for each Local Authority via the local safeguarding boards.

### Safeguarding - Missing Young People, Child Sexual Exploitation and Human Trafficking

Prior to each placement the placing social worker must consider within the care planning process all potential risks to the child including an assessment of the potential for them to go missing. The child and their parent/carer should be involved in the planning process and it should be related to that individual's needs, previous history and views. Missing episodes prior to the child becoming "looked after" must be taken into account.

A8.1 Care should be taken when establishing where the young person should be placed:

Is the provision able to meet the needs of the young person?

Is the placement a good match in terms of other young people in the placement?

Are there external factors in the area of the placement which need to be taken into account when considering the placement?

A8.2 When placing outside the placing (home) authority, it is even more critical to properly assess the above issues. If there is a need to discuss specific risks or issues, the placing authority should speak to the safeguarding unit in the authority in which the child will be living. When a placement is confirmed, the placing authority with parental responsibility **must always** follow the **formal notification process** as detailed in 'Working Together 2015' to inform the new authority that a 'looked after' child is being placed in their area.

A8.3 Where concerns of Child Sexual Exploitation are identified for young people placed within local authorities boundaries by an external Local Authorities, copies of any formal CSE risk assessments should be shared with the support provider by the placing social worker as well as the host authority via the identified CSE Lead or appropriate person by the host authority.

A8.4 The Support Provider are requested to reiterate to the responsible/placing authority to refer young people being placed within the host local authority who are believed to be at risk to the host authorities relevant person/CSE coordinator, advising them of the current CSE risk level. If necessary, this will then trigger a referral of the young person to the relevant multi-agency CSE Panel (these will be held parallel to any equivalent meeting the young person may be discussed at within the responsible authority such as "MASE").

A8.5 A clear pathway of communication will then be established between the placing authorities CSE Lead and/or the allocated social worker in the host local authority CSE Coordinator or equivalent to ensure information relevant to the CSE risk surrounding the young person placed within the host local authority is shared within the host local authority CSE panel or equivalent.

Examples of a Risk Factor Matrix for CSE and Terms of References can be found on each local authorities Safeguarding Children's Board Website.

A8.6 The initial placement plan and support plan is an opportunity for the Support provider and the social worker to discuss with the young person issues around going missing, absent and concerns regarding CSE, whilst explaining the rules and responsibilities of all involved. It is also the opportunity to provide the support provider with details of the young person and their family and history. This will help the support provider to understand any risks to the young person or themselves if they go missing and it may help to locate the young person. The placement plan should cover:

- A8.6.1 Trigger points for absence or missing episodes,
- A8.6.2 Risks to themselves, the public and/or the carer before, during or after a missing episode including when being picked up.
- A8.6.3 Indicators of CSE risk and any known associates of concern who may pose a risk to the young person.
- A8.6.4 What steps can be taken to reduce the likelihood of the young person going missing and coming to any harm or harming others.
- A8.6.5 Disruption techniques utilised to reduce the risk of CSE to the young person, for instance if any Child Abduction Warning Notices have been served on adults from other Local Authorities.
- A8.6.6 Friends and family details and contact numbers as well as addresses commonly found at.
- A8.6.7 Expectations of the young person: for example, curfews and, when and how to make contact, and the consequences of lateness etc.
- A8.6.8 Expectations of the support provider: for example at which point the Police will be notified, what processes will follow an incident, who will collect a support provider if they are missing, details of who conducts immediate assessments on their return and arrangements for full return interviews.
- A8.6.9 Agreements around rules for staying overnight at friend's houses or going on trips. This is frequently cited as a major issue by young people who wish to behave like their peers who are not looked after. Local authority Circular (2004) 4, suggests that *"decisions on overnight stays should normally be delegated to foster carers and residential care staff. Arrangements for such decisions should be written into the Placement Plan or equivalent."* There is no statutory duty for DBS checks to be carried out on adults in a private household where a child/young person may stay overnight and so restrictions should only be placed on looked after Children if there are exceptional circumstances.
- A8.7 Support providers together with local authorities and all other relevant agencies should operate a system of intervention strategies designed to reduce the

possibility of a child or young person going missing again, as stated under Quality standards 2015. These must relate to the individual young person and take into account their experiences and needs. It is important to bear in mind that on a child's 18<sup>th</sup> Birthday they legally become an adult. This cross over from children's to adult's services should not mean that agencies are no longer able to support an individual who is either at risk of or involved in CSE. In fact it may increase their vulnerability. Exit strategies allow for a gradual tailoring off of services or a transfer from one to another. Whilst working with individuals they may very well cross this boundary from children's to adult's services and it is important to consider the potential risks involved and if applicable then an adult protection referral must be considered by the responsible local authority.

- A8.8 A 'Missing from Care Risk Assessment and Action Plan' template can be completed.
- A8.9 If there are specific concerns or risks to young people the consideration by placing social workers should be given to liaison with local community policing, to the extent of sharing potential addresses and locations where children might run to and possibly engaging the police in speaking to the young person about potential dangers in the local area. This may include the sharing of Trigger plans between police forces and also through sharing copies of any CSE risk assessments.
- A8.10 In addition to action required when children go missing or are at risk of CSE, any young person but particularly those originating from abroad e.g. Refugee and Asylum Seeking Children may be at risk of trafficking by adults operating within the UK or internationally who have a coercive influence over young people. This may be for the purposes of debt repayment, seeking to exploit sexually or through illicit employment arrangements. It could result in the young person going missing permanently, for periods at a time, or for parts of the day when their whereabouts are unexplained. It could also include the unexplained acquiring of a new or additional mobile phone, 'visitors' who only meet a young person outside premises or who will not identify themselves to staff. Therefore, any information which raises a concern should be discussed promptly with the social worker/personal advisor and if the concern is immediate or a young person has gone missing or it is anticipated this will occur, the police should be contacted in line with other 'Missing' requirements outlined above.
- A8.11 In the event of a risk of trafficking having already been identified, a young person will have been subject to a planning meeting and where appropriate made subject to the National Referral Mechanism. In this event there will be a specific anti- trafficking safeguarding plan in place which staff will need to be aware of and act upon.

### **Corporate parenting responsibilities**

- A8.12 When a child or young person is reported 'missing', the carer(s), Support Provider, local authority with parental responsibility (PR) and the police have a joint responsibility for protecting the wellbeing of the individual. Whilst the police are the lead professionals for the investigation of 'missing' people, any child who is "looked after" by the Local authority remains the responsibility of that Local authority at all times.

A8.13 A police officer will attend all reports of missing children or young people and will require the carer/ Support Provider to provide information to assist the investigation of the missing child or young person, specifically:

- A8.13.1 known acquaintances and addresses frequented
- A8.13.2 any previous history of being missing and circumstances where found, if known
- A8.13.3 any previous concerns relating to CSE (either as a victim or perpetrator)
- A8.13.4 the name and addresses of the child or young person's GP and dentist
- A8.13.5 details of when the child or young person was last seen and with whom.
- A8.13.6 a recent photograph if available.
- A8.13.7 mobile phone number of child or young person, email and bank account details (to help with tracking) as well as any names of known social media accounts being used by the young person.

A8.14 A missing persons form should be completed where requested and consideration of completing this form in advance should be given where the young person going missing is likely or predictable.

A8.15 The act of reporting a child or young person missing by Supported Accommodation Provider staff does not absolve the provider from their 'duty of care' to the individual and of a continued duty to do what a 'reasonable parent' would do in the circumstances.

### **Responsibilities of the reporting individual**

A8.16 Where there are concerns of CSE presenting following the placement of a child within a local authority, the support provider, host local authority and police should raise concerns directly with the responsible/placing authority and request that a CSE Risk Factor Matrix (Example shown in Appendix Three) or equivalent risk assessment form is completed by the placing local authority. If the concerns meet the threshold of child protection, these must be referred to the relevant Team/Department within each local authority as well as alerting the placing authority in order to trigger joint S47 procedures.

A8.17 Intelligence helps build a case when protecting young people at risk of CSE, such as car registration numbers, the make, model and colour, key times and dates, descriptions, known hot spots (i.e. favourite places the victims and perpetrators like to frequent such as hotels, fast food outlets, parks or taxi firms used to drop off and collect victims). There is an expectation that this information is captured where possible. This type of data is extremely important when bringing a case to trial. Intelligence such as this can be recorded on Police systems. This information can be shared at any time and not necessarily when a referral is made. The aim is to step in at an early stage to prevent children from becoming involved in CSE.

A8.18 Categories of 'absence' have been agreed between the police and the local authority. If a young person is absent from care, the local authority or Supported accommodation provider will decide which of the three categories the absence will fit;

- A8.18.1 Missing, or
- A8.18.2 Away from placement without authorisation and/or,
- A8.18.3 Absconder.

A8.19 In deciding the category of absence, all staff must consider the circumstances of the child and their absence. This will include detailed consideration of:

- A8.19.1 The circumstances of the absence.

- A8.19.2 The young persons care plan/support plan.
- A8.19.3 The age of the young person.
- A8.19.4 The maturity of the young person.
- A8.19.5 Any physical or cognitive disability of the young person.
- A8.19.6 Any continuing or urgent need for the child to have medication or treatment.
- A8.19.7 The legal status of the young person.
- A8.19.8 Previous behaviour and history of the young person.
- A8.19.9 Danger posed by the young person to themselves or others.
- A8.19.10 General vulnerability of the young person.
- A8.19.11 The young person's tendency to drug/substance misuse.
- A8.19.12 Whether the young person is perceived as running to, or running from, someone or something.
- A8.19.13 Any circumstances within the placement, say with support staff or other residents that may be relevant to the absence.
- A8.19.14 The risk of offending.
- A8.19.15 The influence of peer groups, families or friends.
- A8.19.16 Predatory influences on the young person. These may relate to others wanting to use the young person for crime, sex or drugs.
- A8.19.17 Any known risk of abduction.
- A8.19.18 Environmental factors including weather, time of year, community events or tensions

A8.20 Young people who are absent from their placement are considerable concern to support providers and there is a need to locate them and ensure that they are safe. These young people can be thought of as being on a continuum, with there being little cause for concern at one end, and with significant cause for concern at the other.

A8.21 Young people who are a few minutes late home from school would not normally give rise to concerns; they may have missed the bus, or they may be exhibiting normal adolescent testing out, to establish the boundaries of acceptable behaviour, or to show their disagreement with aspects of their placement. It is not helpful to consider every momentary absence as warranting a formal missing person report.

A8.22 Each case must be decided on merit and a formal missing person report to the Police may be actioned earlier in some circumstances than in others. Indeed for a small number of young people it may be appropriate to immediately report them as a missing person. Normally this will have been previously agreed as part of the care/support plan because of the young person's vulnerability.

A8.23 The fact that the young person may have gone missing on a number of previous occasions does not reduce the risk. In fact, young people who repeatedly go missing are often being enticed away from their placement by activities that they see as exciting or by predatory influences. Furthermore, short absences may be as risky as lengthy ones.

A8.24 The categories and consequent actions are outlined below:

### **Away from placement without authorisation**

A8.25 Clearly some young person absent themselves for a short period and then return, with their whereabouts known to the carer/support provider. Sometimes younger people stay out longer than agreed, either on purpose to test boundaries, or accidentally. Examples of situations where unauthorised absence is likely to apply are:

- A8.25.1 Running away after a dispute.
- A8.25.2 Failing to return on time
- A8.25.3 Staying at a known location with a friend.

- A8.26 If the support provider assesses that the young person is at risk due to any factor/s known to the support provider, then the young person should be reported missing without delay and the believed risk communicated to the police.
- A8.27 Where agreed in the support plan and placement plan if the assessment of the support provider is that there is no apparent risk for their immediate safety but are away from their accommodation without permission it is still important that support staff record these incidences as reported absences in the young person's record. In addition to this support staff/carers should always start a dated/timed record of their contacts, risk assessment and decisions throughout the episode from the point that they are aware of the young person's absence, in case the level of risk changes and decisions are auditable.
- A8.28 The following applies if the placement plan and/or support plan supports the view that the young person has a high risk of missing and CSE. A period of six hours should normally be regarded as the absolute maximum for any child whose whereabouts are not known and who cannot be contacted, to remain categorised as absent, rather than being formally reported as missing; in many cases a shorter period will be appropriate. It will not be appropriate for any child whose whereabouts are not known and who cannot be contacted, to remain out overnight, without being formally reported as missing.
- A8.29 If the young person's whereabouts are known or suspected, the local authority staff will decide whether to allow the young person to remain at that location, albeit temporarily, or to arrange for their return. If the decision is to arrange their return and there is reason to believe that there may be public order difficulties, the Police will assist. Police assistance in these circumstances does not mean that the child is categorised as missing. Each such occurrence needs to be evaluated based upon the factors mentioned above and upon other information gleaned from the young person, friends, family and associates.
- A8.30 Instances of young people being away from placement without authorisation' should NOT be reported to the police and the police will NOT routinely record absences.
- A8.31 It is not the responsibility of the police to influence or determine the decision of whether a person is missing or reported as unauthorised absence.
- A8.32 A clear assessment needs to be made by the support provider in each individual case as to the length of time that elapses before a young person who is reported absent becomes categorised as missing.
- A8.33 A reported absence must be kept under regular review by the appropriate support provider.
- A8.34 It is important to consider whether the circumstances of the disappearance would now render the young person at risk of harm, for example: The young person requires medication at a set time or, weather conditions have severely deteriorated

### **Before contacting police**

- A8.35 When a child or young person is identified as not being at a location they are expected to be, the reporting individual (care provider / foster carer / social worker etc) must take proactive steps to trace the young person's whereabouts prior to contacting the police. Such steps would include:

- A8.35.1 Physical checks of the residence, including the young person's accommodation and any other location the young person may be hiding within the house / building.
- A8.35.2 Physical checks of any garden, garage, sheds, grounds and surrounding area(s)
- A8.35.3 Attempting to contact the missing person directly, via mobile phone, text, or social networking sites such as Twitter or Facebook.
- A8.35.4 Contacting the missing person's family and friends
- A8.35.5 Make reference to any risk assessments, placement plans or action plans that allow for some leeway with curfews for 'boundary testing'.

A8.36 If the young person is located through such enquiries, they should not be reported as missing to the police unless there are significant safety issues with the young person being at the location. In such circumstances, the reporting individual should contact the police and request a "safe and well" check

A8.37 It should be recognised that police powers to return an individual to a care address are limited unless they are on a care order or police protection is considered necessary. Children / young people **must not** be reported missing as a behaviour management tool and police protection **must not** be considered merely as a tool to return an individual

A8.38 Support Providers must also inform without delay subject to agreement in the support plan and/or placement plan:

- A8.38.1 The parents/those who have parental responsibility.
- A8.38.2 The key social worker or appropriate team manager.
- A8.38.3 The emergency duty service, if out of hours, and the social worker and appropriate team manager at the start of the next working day.

### **Absconders**

A8.39 An absconder is a child or young person who is absent from the placement without permission and who is subject to an order or requirement resulting from the criminal justice process (e.g. remands, curfews, tagging, conditions of residence, other bail conditions, PACE detention or ASBOs), or a secure order made in either civil or criminal proceedings. A child or young person in this category must be reported to the police without delay.

A8.40 If an absconder is under the age of 18 years, or if the absconding does not involve a power of arrest, the police will treat the case as either a missing person or an absconder this will be informed by colleagues in probation who would apply for any potential breach.

A8.41 If they are considered to be a missing person this will lead to a proactive police investigation managed locally by the police on the 'COMPACT' computer system. Moreover, the individual will be circulated nationwide via the Police National Computer (PNC) System.

A8.42 However, if the person is aged 16 or over and is liable to arrest the police will treat the person solely as an absconder and not as a missing person, unless there are grounds to suspect that factors other than the absconders desire to evade justice are involved in their disappearance. If the police treat the case solely as one of absconding, in these circumstances they will actively seek the absconder for arrest. Notwithstanding, absconders in this category must also be reported to the police without delay.

### **Reporting to the police**

A8.43 If the child or young person is not located, the reporting individual should contact the police without delay either by dialling 101 or, if there are immediate concerns and you feel that a child may be at high risk, ring the emergency number on 999. In all cases the police will provide an incident number and it is important that a note is kept of this number in the young person's case record

A8.44 Parents and carers with parental responsibility for the child or young person should be notified at the time reports are made to the police and also on the young person's return provided that it does not put the child at any additional risk for example in cases of forced marriage

## **POLICIES AND PROCEDURES**

**A9** The Provider shall develop and implement throughout the Framework period policies and procedures in relation to the following:

- (1)** a Weekly visit log registration sheet, which must be signed by individual Young People and sent on a four (4) Weekly basis to the Council and must be available for inspection by the Council when requested
- (2)** a procedure for notifying the Council of a Young Person's Absence/Missing Episode;
- (3)** a procedure for dealing with issues of confidentiality, data protection and access to records, including professional boundaries;
- (4)** policies in relation to health and safety, fire protection and first aid;
- (5)** procedures for dealing with accidents, emergencies and critical incidents;
- (6)** procedures for dealing with aggressive or violent incidents with arrangements for removal to alternative accommodation if required;
- (7)** a procedure for an 'out of hours' emergency response service;
- (8)** a written quality assurance policy that ensures continuous improvement;
- (9)** a safeguarding policy;
- (10)** a policy for maintenance of records;
- (11)** a notification of incident policy;
- (12)** a equality and diversity policy;
- (13)** a harassment and bullying policy;
- (14)** Child Sexual Exploitation;
- (15)** Female Genital Mutilation;
- (16)** Missing Children policy;
- (17)** Human Trafficking/Modern Slavery;

**(18) Visitor Policy**

**A10. HEALTH CARE**

- A10.1** The Provider shall establish and maintain good relations/links with local health centres and shall ensure that Young People's health assessments are carried out and reviewed at least annually.
- A10.2** If it appears that a Young Person has a medical problem, the Provider shall consider referring the Young Person in question, with their consent, to a general practitioner.
- A10.3** Young People will be responsible for dispensing and administering their own medication, if the Provider is aware that the young person is not taking essential medication they must advise the Social Worker/Personal Advisor promptly and confirm in writing.
- A10.4** Prescribed medicines are the property of the Young Person for whom they are prescribed. The Young Person will be responsible for attending to their own medical needs, supported and encouraged by the Provider. Where a Young Person keeps and administers their own medication, the Provider's Staff, in conjunction with the Young Person's social worker/personal adviser (as applicable), shall assess that the Young Person is sufficiently responsible, and assessed in the Pathway Plan or Care Plan (as applicable) as capable to do so. The Provider shall provide suitable facilities to enable a Young Person's medication to be locked somewhere that is not accessible to any other Young People residing in the Accommodation.

**A11. EDUCATION, EMPLOYMENT AND TRAINING**

- A11.1** In partnership with each Young Person's social worker/personal adviser (as applicable), the Provider shall liaise with the relevant local education services to make arrangements for registration with the appropriate service and other education programmes, including volunteering programmes, for the benefit of Young People.
- A11.2** The Provider shall actively encourage and support attendance by Young People on education programmes where possible.
- A11.3** The Provider shall liaise with Young People to ensure they have access to education, employment and training throughout their Placement with the Provider.
- A11.4** The Provider shall take into account the educational needs specific to UASC's and non English speaking young people.

**A12. USE OF MOTOR VEHICLES**

- A12.1** where any member of Staff uses any vehicle to transport any Young People pursuant to the provision of the Services, the Provider shall comply with, or in circumstances where transport is provided for Young People via another agency, the Provider shall use its best endeavours to ensure compliance with, the following provisions:
- (1)** the driver of the vehicle in question must have a valid driving licence and current vehicle insurance appropriate to the type of service being provided;
- (2)** the number of passengers in the vehicle in question must not exceed the insured or licensed maximum number of passengers;

- (3) the vehicle in question must have a current M.O.T. Certificate (if this is required by law);
- (4) the vehicle in question (and any additional equipment on the vehicle) must be maintained and serviced in accordance with the manufacturer's instructions with full records being kept to verify this;
- (5) the vehicle must be suitable for each of the Young People who are transported;
- (6) the vehicle in question is fitted with seatbelts and/or personal restraints which conform to the relevant British Standard/EU Standard and are used by the driver and the passengers throughout each journey;
- (7) the vehicle in question must be equipped with a first aid kit that conforms to current legislation and a fire extinguisher maintained in accordance with the manufacturer's instructions;
- (8) drivers must drive carefully in accordance with all road traffic legislation and with reasonable consideration to the needs of the Young Person whom they are transporting, including the making of allowances for breaks in each journey where reasonably necessary;
- (9) there must be a properly trained escort for any Young Person who is likely to require assistance during a journey;
- (10) the driver and/or escort have a current enhanced DBS clearance.
- (11) the Provider shall not, and shall ensure, that its Staff do not, make any additional charges either to the Council or to the Young People for transporting Young People

### **A13. STAFFING REQUIREMENTS**

#### **Specific Staffing Requirements**

**A13.1** The Provider shall ensure that at least 80% of staff who work with young people are qualified to at least level 3 NVQ/QCF or equivalent in a subject related to, or transferrable to, the needs of young people aged 16 and 17. Those staff not qualified should be working towards a related QCF qualification and complete within 18 months of commencement of their role as support staff. The Provider will also ensure that sufficient qualified and experienced Staff are available to enable it to provide:

- a) an 'out of hours' service, twenty-four (24) hours per day, seven (7) days per Week, fifty-two (52) Weeks per Year to enable the provision of Support to Young People in cases of emergency;
- b) Support to Young People six (6) days per Week between the hours of 08:00 and 20:00 Monday to Friday (inclusive) and between the hours of 09:00 and 14:00 on Saturdays (subject to clause A13.2);
- c) Support to Young People by telephone on Sundays, with flexibility to provide face to face support to meet a young persons needs in exceptional cases.
- d) the opportunity to specify when needed male or female staff only.

e) response to requests for emergency placements, where applicable, out of hours

**A13.2** The Provider shall upon request by the Council extend the Hours of Support provision which are set out in clause A13.1 to provide Bespoke Services for an individual Young Person as set out in their IPA.

## **Out of Hours Service**

**A14.1** The Provider shall:

- a. develop and implement throughout the Framework period an 'out of hours' policy and provide a copy of the policy to the Council;
- b. ensure that its Staff and Young People are aware of the Provider's 'out of hours' policy;
- c. provide the Council's Authorised Officer with contact details for use by the Council's Emergency Duty Service and promptly notify the Council of any changes in such contact details.
- d. where emergency placements are offered, be able to receive calls requesting emergency placements within the agreed hours for the individual Provider.
- e. record contact information on the Individual Authority Arrangements and Notifications (IAAN) form (Appendix 1).

## **Training and Experience**

**A15.1** The Provider shall ensure that its Staff are trained to understand and be sensitive to the diverse cultural, religious and ethnic needs of Young People and shall provide guidance on use of translation and interpreting services where necessary.

**A15.2** The Provider shall ensure that its Staff receive appropriate training and maintain a record of all training which is provided or arranged by it for each member of its Staff from time to time during the Framework period. Appropriate training shall include (but not be limited to) the following:

- a) child protection (safeguarding);
- b) health and safety and first aid;
- c) managing difficult and emergency situations;
- d) food handling (where appropriate);
- e) substance misuse, including both legal and illegal drug use and alcohol;
- f) equality and diversity;
- g) working towards an appropriate qualification at level 3 Quality and Credit Framework (QCF) Diploma or above (or its equivalent)
- h) Child Sexual Exploitation
- i) Missing Children
- j) Mental Health
- k) Behavioural Issues
- l) Offending behaviour
- m) Self Harm
- n) Prevent Agenda

- o) Domestic Violence
- P) Human Trafficking/Modern Slavery

**A15.3** The Provider shall ensure that its Staff are familiar with the Provider's policies and procedures via ongoing supervision and training.

**A15.4** Without prejudice to the specific requirements of clause A13.1, the Provider shall also (at its own expense):

(1) ensure that each member of Staff is provided with a comprehensive induction course during the first two (2) Weeks of their employment (including a values base which incorporates the principles and obligations which are set out in sections 30 to 34 (inclusive) of the Conditions of Contract and clauses within the Service Specification, in order to ensure that before they are engaged in the delivery of the Services they:

- a) can demonstrate and have a good understanding of the needs of the Young People to whom they are assigned by the Provider from time to time;
- b) recognise the Young Person's rights of choice and control;
- c) have an affinity and capacity for providing Support to a high quality;
- d) are adequately and effectively trained to deliver their role within the Services for example but not exclusively those vulnerable to CSE, behavioural problems, offending behaviour, substance misuse those who pose a high risk
- e) are familiar with and understand the relevant requirements of this agreement which relate to their duties;
- f) have a minimum of 12 months experience of working with young people

(2) prepare, develop and implement an ongoing Staff training policy and also encourage/assist its Staff to attend appropriate vocational courses and obtain appropriate professional qualifications.

## **Recruitment Procedures**

**A16.1** The Provider shall:

(1) employ an equal opportunities policy when selecting its Staff, provided that the ability to provide good quality Support and preparation for independent living shall be the main criterion;

(2) implement a thorough system of Staff selection by requiring the completion of a comprehensive written job application form, which requires the applicant to (inter alia) disclose full details of the following to ensure their suitability to provide Support to Young People:

- a) details of any criminal convictions, regardless of whether or not the convictions are classified as spent under the Rehabilitation of Offenders Act 1974 (having regard to the application of Sub-section 4(3)(a) of the said Act and clause 12 of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975).
- b) Their ability to evidence that they have at least 12 months experience of working with children and young people

- c) their individual qualifications, employment experience, character information and their medical history;

(3) comply with the requirements of Section 8 of the Asylum and Immigration Act 1996 and the Immigration (Restrictions on Employment) Order 2004;

(4) ensure that staff recruitment and selection takes place in line with the Local Safeguarding Children's Board safe recruitment practice.

(5) ensure that staff recruitment and selection identifies there is a good standard of both written and spoken English

## References

**A16.2** The Provider shall:

(1) obtain at least two (2) written references for each potential Staff appointee, one (1) of which must be from their immediate previous employer (or each immediate previous employer if the person in question had more than one (1) job in the period of six (6) Months immediately prior to them becoming employed by the Provider);

(2) diligently follow up each written reference by a telephone call to the relevant referee in order to verify the reference;

(3) not appoint any person as a member of its Staff if the Provider is unable to secure a satisfactory and reliable reference from the relevant individual's immediate previous employer in accordance with sub-clauses (1) and (2) of this clause (subject to any contrary written approval from the Authorised Officer).

## Criminal Convictions

**A16.3** The Provider shall not in any circumstances employ:

(1) any person to provide Support who has a criminal conviction (regardless of whether or not the conviction is classified as spent under the Rehabilitation of Offenders Act 1974) without first obtaining the consent in writing of the Authorised Officer (such consent not to be unreasonably withheld or delayed);

(2) Staff in positions of trust (i.e. to provide unsupervised Support (without limitation)) without first obtaining the consent in writing of the Authorised Officer (not to be unreasonably withheld) in circumstances where they:

(a) have a conviction for an offence involving dishonesty, or violence, or any kind of abuse (whether verbal, physical, sexual or otherwise);

(b) have previously resigned or been dismissed from employment due to acts (or alleged acts) of dishonesty, or violence, or abuse of trust, or abuse (whether verbal, physical, sexual or otherwise).

**A16.4** The Provider shall not in any circumstances employ any person to work with Young People, if the person in question:

- (1) has been convicted of an 'offence against a child' within Schedule 4 of the Criminal Justice and Court Services Act 2000, or;
- (2) is disqualified from working with children under Sub-section 35(4) of the Criminal Justice and Court Services Act 2000.

A16.5 The Provider must notify the local authorities if during employment a staff member is convicted of a criminal offence or has a negative DBS.

### **Employment of Foreign Nationals by the Provider**

**A16.5** The Provider shall not deploy any person to provide Support under this agreement if the person in question is a foreign national, without first (at its own expense) obtaining a certificate of good conduct in respect of the person in question from the diplomatic representation in England of the home country of the person in question and (secondly) obtaining written confirmation from the Authorised Officer (not to be unreasonably withheld or delayed) that the certificate in question (which must be disclosed in full to the Council by the Provider) is satisfactory to the Council.

### **Management and Professional Support**

**A17.1** The Provider shall:

- (1) ensure that it has appropriate and effective arrangements in place throughout the Framework period to secure the availability of appropriate relief Staff:
  - (a) in the event of emergency, or to cater for any temporary need for additional Staff;
  - (b) to provide adequate Staff cover to allow for the alternative deployment of Staff for training purposes, attendance at vocational courses and the carrying out of appraisals/assessments;
  - (c) to provide effective cover for all other Staff absences.
- (2) arrange for a suitably qualified and experienced manager in its employment to provide regular professional support and supervision for all Staff;
- (3) ensure that any Staff who have responsibility for managing other Staff, themselves receive regular oversight and supervision from a more senior manager who has at least two (2) Years' relevant experience.

### **Disciplinary Matters**

**A17.2** The Provider shall:

- (1) have appropriate disciplinary and grievance procedures in place throughout the Framework period and shall make such procedures available for inspection by the Council;
- (2) serve notice within twenty-four (24) hours on the Council of the particulars of any incident or alleged incident which occurs during the Framework period and which leads to the Provider:
  - (a) undertaking an investigation into allegations of serious or gross misconduct by any member of its Staff in relation to the Services, or;

(b) taking disciplinary action against any member of its Staff for serious or gross misconduct in relation to the Services, or;

(c) reporting any member of Staff to the CRB for inclusion on the ISA Children's Barred list.

(2) keep an accurate record of all disciplinary action which is taken by it against any member of Staff during the Framework period in relation to the Services;

(3) diligently enter the details of any disciplinary action which it has taken against any member of its Staff, in the personal file of the member of Staff in question.

### **A17.3 Working Time Regulations**

#### **Good Practice**

**A17.4** The Provider shall ensure that its Staff:

a) embrace and are committed to the principles within this agreement, when undertaking their role in relation to the Services;

b) do not sell items to, or make purchases from, any Young Person;

c) do not borrow money or personal belongings from any Young Person;

d) do not use their friends, family or acquaintances to provide services for any Young Person for any consideration;

e) do not smoke or drink alcohol when providing Support;

f) are not at any time under the influence of any drugs when engaged in the provision of the Services (provided that this provision shall not apply to medication which has been prescribed for any member of Staff by their general practitioner in circumstances where the medication does not interfere with the ability of the member of Staff in question to carry out their duties efficiently and effectively);

g) do not involve any Young Person in any gambling syndicate (or the like);

h) do not take responsibility for looking after any valuable item of personal property on behalf of any Young Person;

i) are expressly prohibited from deriving benefits for themselves from customer rewards schemes as a consequence of the authorised expenditure of any Young Person's money.

j) are polite, considerate and courteous at all times when interacting with Young People and other members of the public

k) attend pre-arranged support sessions and if unable to attend, advise the young person, and the Social Worker/Personal Advisor immediately

l) establish how each individual Young Person would like to be addressed and adhere to same.

- m) are responsive, respectful, tactful, non-patronising and sensitive to the needs, feelings and wishes of each Young Person, as well as to race, age, class, culture, gender, sexual orientation, beliefs and religion of each Young Person.
- n) maintain strict confidentiality in relation to information which is in their control, or knowledge, or possession from time to time about the Young Person.
- o) are open and receptive to constructive criticism, comments and suggestions about the Services.
- p) actively promote equal opportunities in relation to all aspects of the Services.
- q) actively promote good and open working relationships with other health and social care professionals who are involved with the Young People.
- r) have a good understanding of the needs of Care Leavers and those in Care and to build up good working relationships in order to understand those who may be hard to engage with.
- s) are sensitive and flexible when responding to problems arising from any young persons disabilities or restricted mobility.
- t) have an awareness and needs of those with a disability.
- u) have an awareness and sensitivity around cultural and religious needs.
- v) Generally demonstrate good communication and listening skills.

### **Miscellaneous Provisions**

**A18.1** The Provider shall ensure that:

- 1) each paid member of Staff is employed by it under a contract of employment and has a comprehensive job description;
- 2) member of Staff has reasonable literacy and numeracy skills and good listening/communication skills.
- 3) The Provider shall use its best endeavours at all times to ensure that none of its Staff enter into any private arrangement or agreement of any kind with any Young Person.
- 4) Neither the Provider (or its agents) shall (without the prior written consent of the Council) seek to publicise, advertise or otherwise promote the Services by making any express or implied reference to any individual Young Person or Council.

**A18.2** The Provider shall be responsible for the employment, conditions of service, salaries, taxes, national insurance and all levies of any kind relating to the employment of persons employed by the Provider.

### **BEST VALUE AND QUALITY ASSURANCE**

#### **Best Value**

**A19.1** The parties agree to collaborate in a close working partnership in order to promote best value for the Council and Young People from the Services, by using their reasonable endeavours to secure a continuous improvement in the delivery of the Services throughout the Framework period, through a combination of good practice, economy, efficiency and effectiveness and also by complying with the succeeding provisions of this section.

A19.2 The Provider shall, at the request of the Council, discuss the scope for efficiency savings to be achieved during the Framework period.

### **Monitoring and Review of Service Provision**

**A20.1** The Provider shall provide the Council with monitoring information as outlined in The Provider Self Audit Appendix 7 and shall provide any information and documentation which is requested by the Council from time to time during the Framework period to demonstrate its:

- a) compliance with this agreement;
- b) performance of the requirements of the IPAs/IPVA's.
- c) quality is consistent with the requirements of this Contract (in particular the Cost Service Specification applicable to the relevant Framework Model and this Service Specification).
- d) agreement to modify its working practices (upon request in writing from the Council from time to time, acting reasonably) in order to improve or rectify any weaknesses or faults in its working practices which are identified to it by the Council from time to time;
- e) ability to be diligent in implementing its quality (in the form approved by the Council, acting reasonably) throughout the Framework period.
- f) The Provider shall also co-operate with the Council to facilitate any monitoring and review activities which are outlined in the IAAN Appendix 1.

**A20.2** When carrying out its review and monitoring of the Provider's provision of the Services pursuant to clause A20.1, the Council may also take into account:

- a) evidence of how the Provider is meeting the requirements of the IPAs, Care Plan, Pathway Plan, and/or PEP and/or IEP (where applicable) risk assessment for example CSE, Missing and Trafficking of each Young Person;
- b) information from social workers and other stakeholders in respect of each individual Young Person;
- c) information from independent visitors and advocates;
- d) information from statutory review processes including the LAC review, PEP, IEP and EHC reviews, where applicable;
- e) information from any relevant regulatory body, including any regulatory body reports and any action plans which have been submitted by the Provider in response to requirements or recommendations made by the relevant regulatory body;
- f) financial information relating to the Provider and its ongoing financial viability;
- g) feedback to the Council from Young People;

h) information obtained from other placing local authorities and other professional agencies, including safeguarding investigations and serious case reviews.

**A20.3** In order to assist the Council to carry out its monitoring and review of the Provider's performance, including current vacancies and locations of area of operation, the Provider shall also:

- (4) give access to the Council to all statutory records and any other records, including policies and procedures, which are maintained by the Provider which relate to the running of the Accommodation and to the Young People who are placed at the Accommodation;
- (5) be expected, as requested by individual Local Authorities, to complete a Survey Monkey or similar survey template to enable current availability of provision along with obtaining up to date information of the geographical location a Provider is working in.

(3) permit the Council, and any officer who is authorised by the Council, to carry out site visits to the Accommodation in order to:

- (a) inspect the premises, facilities and resources available to the Young People and to the Staff at the Accommodation to fulfil their roles;
- (b) carry out interviews with the Young People and Staff at the Accommodation and any professional person who is visiting a Young Person at the time of the visit;
- (c) observe support practices and pastoral support practices (as applicable).

**A20.4** When exercising its right to monitor the Provider's performance of its obligations under this Contract, the Council shall:

- (1) respect the privacy of the Young Person and the right of any Young Person not to engage in the monitoring process;
- (2) act in a reasonable and considerate fashion, so as not to cause any unreasonable disturbance or inconvenience to either the Provider, or the Young Person, or the day to day operation of the Services.

## **Action Plan**

**A20.5** Following the completion of a monitoring review which carried out, the Parties shall agree an action plan which sets out in writing the improvements and/or developments and/or practical measures which are required to maintain and improve the level of service delivery. The Provider shall use its best endeavours to implement the action plan. The parties shall review each such action plan in a timescale as agreed between the Parties.

## **Contract Review Meetings**

**A20.6** Contract Monitoring meetings will be undertaken in accordance with each local authority arrangements as detailed in the individual authority arrangements and notification document.

## **Ad-hoc Meetings**

**A20.7** The Provider shall also attend such additional ad-hoc meetings as shall be required by the Council from time to time (acting reasonably) to deal with new developments in relation to the Services. The Council shall give the Provider at least three (3) Working Days' notice of the date on which each meeting is to take place and also the relevant time and venue (except in cases involving a crisis or emergency, in which case such notice may be reduced by the Council to one (1) Working Day).

### **Attendance and Minutes**

**A20.8** The Provider shall ensure (at its own expense) that an appropriate representative who has been fully briefed about the issues in question attends all meetings which are required by the Council pursuant to this section.

**A20.9** The Council shall be responsible for the taking of minutes of all meetings which are held pursuant to this section and for circulating copies of the minutes to each of the participants promptly following each meeting.

## **A21. COMPLAINTS**

### **Complaints Procedure**

**A21.1** The Provider shall:

- a)** (if it has not already done so) draw up and operate a comprehensive, fair and accessible complaints procedure for use by it in connection with all complaints relating to the Services and submit the same to the Council for its approval (not to be unreasonably withheld) within one (1) Month of the date of the formation of this Contract (time being of the essence);
- b)** ensure that its complaints procedure is jargon free, procedurally straightforward, easy to understand and therefore readily accessible for all Young Persons;
- c)** ensure that its complaints procedure contains a clear statement to the effect that complainants have a right to make a complaint direct to the Council, if they are either unwilling to agree to the use of, or are dissatisfied with the result of, the approved complaints procedure.

**A21.2** The Provider shall:

- a)** promptly provide a copy of the approved complaints procedure to any person who expresses a wish to make a formal complaint to the Provider in relation to the Services;
- b)** use its reasonable endeavours to explain the approved complaints procedure to any person who has difficulty in understanding it; including those whose first language is not English;
- c)** deal with each complaint which is received by it about the Services (whether from any Young Person or otherwise) in accordance with the approved complaints procedure and in an efficient and courteous way and without delay;
- d)** use its best endeavours to rectify or correct any complaint about the Services which is substantiated in whole or in part;

- e) immediately refer any complaint which is made to it, to the Authorised Officer in writing, if:
  - i) the complaint alleges the commission by any member of Staff, of either any criminal offence or any serious misconduct which is or may be prejudicial to any Young Person (including any kind of abuse of any Young Person, whether verbal, physical, sexual or otherwise);
  - ii) the Provider is unable to resolve the complaint within two (2) Months of it being made to the Provider.
- f) maintain a comprehensive record of:
  - i) the name and address of each complainant and the date each complaint is made;
  - ii) the measures which have been adopted by the Provider (and when) to investigate each complaint and then to remedy any complaint which is substantiated following investigation via the approved complaints procedure (whether wholly or in part).
- g) not take any form of disciplinary action against any member of Staff, as a consequence of Staff reporting concerns direct to the Council, where such concerns relate to the health, or safety, or welfare, of any Young Person.

### **Complaints against Staff**

**A21.3** If any member of Staff is either, the subject of a complaint within sub-clause A21.2(e)(i), or is suspected of having committed any act constituting either, serious, or gross misconduct, which is prejudicial to any Young Person (including any kind of abuse of any Young Person, whether verbal, physical, sexual or otherwise) and either the Council or the Provider is reasonably satisfied that there is a prima facie case against the person in question, **then** the Provider shall either, of its own volition, or, at the request of the Council (acting reasonably) suspend the member of Staff in question from their duties until such time as the alleged misconduct has been fully investigated by the Provider.

**A21.4** If any member of Staff is suspended by the Provider, then the Provider shall:

- a) use its best endeavours to thoroughly investigate the alleged misconduct that has resulted in their suspension and (secondly) complete its investigation as soon as possible but in any event within two (2) Months from the date that the suspension in question commenced;
- b) inform the Authorised Officer from the Council in writing, within five (5) Working Days, of the name and designation of the member of Staff who has been suspended and the reason for their suspension.

**A21.5** If the Provider finds any allegation of misconduct which has been made against any member of Staff to be proven (on the balance of probabilities) then the Provider shall take such disciplinary measures as it considers fit. The Provider shall also consult with the Council as soon as possible with regard to the outcome of its investigation if this has any material implications for the Services and use its reasonable endeavours to accommodate any recommendations or requirements which the Council considers to be reasonably necessary in the circumstances (after consideration of the findings of the Provider's disciplinary investigation) in order to either, maintain the quality of the Services, or otherwise to protect the health, or safety, or welfare, of the Young People.

**A21.6** The Provider shall (at its own expense) co-operate fully with the Council at all times to enable the Council to investigate any complaint about (or relating to) the Services which is referred to it by any person or body at any time (whether pursuant to the operation of this section, or otherwise).