

**SCHEDULE 1- CALL-OFF TERMS AND CONDITIONS**

DATED

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**CALL-OFF TERMS AND CONDITIONS FOR THE PROVISION OF  
CHILDRENS HOME SERVICES**

**between**

**[INSERT DETAIL OF CONTRACTING BODY]**

**and**

**[INSERT DETAIL OF PROVIDER]**



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**THIS AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) [NAME AND ADDRESS OF CONTRACTING BODY] (**Contracting Body**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Provider**).

individually the "party" and together the "parties".

## **BACKGROUND**

- (A) The Contracting Body has sought proposals for the provision of children's home services from potential providers of the Services and it has called-off from the PDPS.
- (B) Following the Provider's Offer or Tender, the Contracting Body has appointed the Provider as a potential provider of the Services in accordance with the Service Contract.
- (C) Following the procedure outlined in the PDPS, the Contracting Body has selected the Provider to provide the Services on the terms set out in these Terms and Conditions.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions.

**Achieved Service Levels:** in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the Service Level for that Service is calculated and expressed in Schedule 2).

**Action Plan:** means the plan that a Provider must provide to the Contracting Body where they have been given a compliance notice or Inadequate or Requires Improvement Judgement from Ofsted (or equivalent Regulatory Body), or a plan which the Provider must provide the Contracting Body where a Formal Improvement Notice has been served by the Contracting Body.

**Affected Services:** has the meaning given in clause 9.1(a).

**Agreed Purposes:** the data to be processed as part of the Services.

**Anticipated Services:** means the Services as agreed by the parties to be provided by the Provider as detailed within the Service Contract.

**Application** – the submission by an Applicant in response to the Find a Tender Notice seeking admission onto the PDPS.

**Applicable Laws:** means all applicable laws, statutes, regulations and codes from time to time in force.

**Associated Company:** any holding company from time to time of the Provider and any subsidiary from time to time of the Provider, or any subsidiary of any such holding company.

**Authorised Representatives:** the persons respectively designated as such by the Contracting Body and the Provider, as set out in Schedule 5.

**Best Industry Practice:** the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Call-Off Procedure** means the method by which Service Contracts are awarded to Providers as set out at Schedule 2.

**Care Plan:** means the document drawn up where a Child is receiving Services from the Contracting Body, which contains information relating to the Child and their family, and Services must be provided to meet the needs of the Child in relation to future plans for them.

**Care Planning Review** means a process where professionals (including the relevant Provider) review plans that are in place to safeguard and promote the overall welfare of the Child and make recommendations as necessary to change these plans.

**Catastrophic Failure:**

- A. any action by the Provider, whether in relation to the Services and these Terms and Conditions or otherwise, which in the reasonable opinion of the Contracting Body has or may cause significant harm to the reputation of the Contracting Body.
- B. there is a safeguarding issue which cannot be remedied.

**Change:** any change to these Terms and Conditions including to any of the Services.

**Change Control Procedure:** the procedure for changing these Terms and Conditions, as set out in Schedule 7.

**Charges:** the charges which shall become due and payable by the Contracting Body to the Provider in respect of the Services in accordance with the provisions of clause 11 of these Terms and Conditions and as further particularised in the Service Contract.

**Child/Children** means Children and Young People being a CLA;

**Children Looked After (CLA)** means a Child who is looked after by the Contracting Body as part of an interim or full call order or voluntarily through Section 20 of the Children Act 1989 updated 2004.

**Commencement Date:** the date set out in the Service Contract.

**Commercially Sensitive Information:** the information listed in Schedule 11 comprising the information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business or which the Provider has indicated to the Contracting Body that, if disclosed by the Contracting Body, would cause the Provider significant commercial disadvantage or material financial loss.

**Confirmation:** the submission of an invoice or subsequent form, via email or an alternative system specified by the Contracting Body, of actual Services delivered by the Provider

**Consistent Failure:** shall have the meaning set out in Part 3 of Schedule 2.

**Contracting Authority:** shall mean any contracting Council as defined in Regulation 2 of the Public Contracts Regulations 2015.

**Contracting Bodies:** means the Council and such other body as are identified and/or described in the Find a Tender Notice.

**Contract Year:** a period of 12 months, commencing on the Commencement Date.

**Controller, Processor, Data Subject, Joint Controller, Personal Data, Personal Data Breach, Processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Corporate Parenting Board and CPB:** means the group, made up of representatives from the Contracting Body, Children in Care Council, elected members and other organisations, which meets regularly to talk about issues for Children in care and take action(s) to address matters identified.

**Council:** means Lancashire County Council of PO Box 100, County Hall, Preston, Lancashire PR1 0LD

**Council's In-House Residential Service:** means the Council's internal children's homes.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party and all Applicable Law about the processing of personal data and privacy.

**Default Notice:** is defined in clause 5.2.

**Dispute Resolution Procedure:** the procedure set out in clause 20.

**Disputed Services:** means the Services the Provider states they have delivered in addition or less than that of the Anticipated Services as notified by the Provider to the Council by way of the change request form.

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**Education Health and Care Plan and EHC :** means a legal document that describes a Child or young person's special educational, health and social care needs, explains the extra help that will be given to meet those needs and how that help will support the Child or young person to achieve what they want to in their life.

**EIRs:** the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Exit Management Plan:** the plan to be prepared and delivered by the Provider pursuant to clause 10 of the PDPS and in accordance with the principles set out in Schedule 9 of the PDPS.

**Fraud:** means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Service Contract or defrauding or attempting to defraud or conspiring to defraud the Contracting Body

**FOIA:** the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure:** any cause affecting the performance by a party of its obligations under these Terms and Conditions arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Provider, the Provider's Personnel or any other failure in the Provider's supply chain.

**Formal Improvement Notice:** sets out actions that must be delivered in a specific timeframe as well as detailing actions that the Contracting Body intends to take if continuing concerns are not addressed in full. This may include a change of Tier position or suspension/ removal from the PDPS.

**Good:** is a judgement given by Ofsted (or equivalent Regulatory Body) following an inspection of a Home.

**Health Plan** means a plan which is developed to reflect the Child's health needs and is included as part of the Child's overall Care Plan.

**Home:** a Provider's Home registered with Ofsted (or equivalent Regulatory Body) for the purposes of providing the Services under the Service Contract.

**Impact Risk Assessment:** means an assessment undertaken by the Provider in order to determine a Child's suitability for a Placement with the Provider's ability to manage any identified risks associated with the Placement. The assessment will give regard to a range of factors including the Pathway Plan and other Children placed in the Home and the Home's location;

**Inadequate** is a judgement given by Ofsted (or equivalent Regulatory Body) following an inspection of a Home;

**Individual Placement Agreement or "IPA":** means an agreement whereby the Contracting Body agrees to purchase and the Provider agrees to provide the Services for a Child's individual needs, set out in Schedule 4 and which template may be updated from time to time. The Contracting Bodies may use a different template from time to time.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property



rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of the Contracting Body's, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

**Invitation to Participate and ITP:** means the Contracting Body's invitation to Providers to participate in the PDPS.

**Invitation to Tender:** means a Contracting Body's invitation to tender to eligible Providers to compete in a mini-competition for the award of Services under a Service Contract;

**Key Personnel:** those personnel who are identified by each party as being key to the success of the implementation and/or operation of the Services as a whole, as modified pursuant to clause 13.

**Location Boundary:** means the locations identified within the Invitation to Participate document Section 4.2.

**Material Breach:** means a breach of a material obligation under this PDPS.

**Necessary Consents:** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

**Non-Scheduled Payment:** payment of Charges to the Provider that are not Scheduled Payments.

**Offer:** means the Offer from the Provider to provide the Services.

**Ofsted:** means the Regulatory Body responsible for registration and inspection of Children's Homes.

**Open Book Data:** means the complete and accurate financial and non-financial information which is sufficient to enable the Contracting Body to verify the Price (defined within Schedule 1 Service Specification) already paid or payable and Price forecast to be paid at any time during the remainder of the Term, including details and all assumptions relating to:

(a) the Prices of the Providers broken down including actual capital expenditure (including capital replacement costs) and the total actual costs of all equipment, hardware and software.

(b) operating expenditure relating to the provision of the Services including an analysis showing:

(i) the costs and quantity of consumables and bought-in services.

(ii) staffing resources broken down into the number and grade/role of all Provider Staff (free of any contingency) together with a list of agreed rates against each staffing grade.

(iii) a list of costs underpinning those rates for each staffing grade, being the agreed rate less the Provider profit margin; and

(iv) reimbursable expenses;

(c) overheads.

(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services.

(e) the Provider's profit achieved over the duration of these Terms and Conditions and/or IPA and on an annual basis.

(f) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Provider;

(g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and

(h) the actual costs profile for each week in which the Services are provided.

**Pathway Plan** means a plan detailing the Child's needs and support, in order to support a Child map out their future, articulate their aspirations and identify interim measures which may overlap into other services/provisions provided outside of the Service Contract.

**Payment Period:** a period of 4 (four) weeks the commencement of which will be defined by the Contracting Body and set out in a schedule to be issued to the Provider, or as instructed from time to time by the Contracting Body.

**PDPS:** means this pseudo dynamic purchasing system.

**Permitted Recipients:** the parties to the Service Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Service Contract.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Personal Education Plan (PEP):** means a record of how professionals around the Child looked after will support their educational outcomes and achievement.

**Placement:** means the Home in which a looked after Child will live.

**Placement Plan:** means a document which sets out how a Placement will contribute to meet the Child's needs, and which forms part of a Child's overall Care Plan.

**Placement Request:** means a request for Offers from Provider(s) to deliver Placement(s).

**Premises:** means the location from which the Services are, or can be, provided as set out in the Service Contract, as amended with the consent of the Contracting Body.

**Price:** means the Price for the Services specified within the Pricing Schedule exclusive of Value Added Tax (VAT) or such other Price as may be agreed between the parties and evidenced in writing when purchasing the Services.

**Prohibited Act:** the following constitute Prohibited Acts:

to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Body a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity;  
or
- (ii) reward that person for improper performance of a relevant function or activity;

to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Service Contract;

committing any offence:

- (iii) under the Bribery Act;
- (iv) under legislation creating offences concerning fraudulent acts;
- (v) at common law concerning fraudulent acts relating to the Service Contract or any other contract with the Contracting Body; or
- (vi) defrauding, attempting to defraud or conspiring to defraud the Contracting Body.

**Provider Party:** the Provider's agents and contractors, including each Sub-Contractor.

**Providers:** means the organisations who have been appointed to the PDPS and where applicable this shall include the Provider's employees, Sub-Contractor, agents, representatives, and permitted assigns and, if the Provider is a consortium or consortium leader, the consortium members.

**Provider's Personnel:** all employees, staff, other workers, agents and consultants of the Provider and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Provider's Offer or Tender:** the tender or Offer submitted by the Provider to the Contracting Body in response to the Contracting Body's invitation to Providers for Offers to supply it with the Services and other associated documentation set out in Schedule 3.

**Referral:** means a request for the Provider to place a Child in one of their Homes pursuant to the terms of these Terms and Conditions which may be referred to as a Placement Request.

**Referral Distribution Lists:** means the lists identified within the Call off Procedure at Schedule 2.

**Regulated Activity:** in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**Regulation 44 report:** means the monthly report written following an inspection of the Home by an independent person.

**Regulatory Bodies:** those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Terms and Conditions or any other affairs of the Contracting Body and "Regulatory Body" shall be construed accordingly.

**Remediation Notice:** a notice served by the Contracting Body in accordance with clause 30.2(a).

**Replacement Services:** any services that are identical or substantially similar to any of the Services and which the Contracting Body receives in substitution for any of the Services following the termination or expiry of the Service Contract, whether those services are provided by the Contracting Body internally or by any Replacement Provider.

**Replacement Provider:** any third party Provider of Replacement Services appointed by the Contracting Body from time to time.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

**Requires Improvement** is a judgement given by Ofsted (or equivalent Regulatory Body) following an inspection of a Home;

**Responsible Individual:** must be a director, manager, secretary or other officer of the Provider and whose role is to supervise the management of the Home.

**Retained Placement Agreement:** means an agreement whereby the Contracting Body agrees to pay a retainer for an upcoming vacancy in a specified Home in order to allow time for a suitable Child to be identified, before the vacancy is made available to other Councils. This would be entirely at the Provider's discretion to offer and the Contracting Body's discretion to accept.

**Review Meetings:** shall mean meetings held at intervals as provided for in the 1989 Children Act and the 2000 Act, which will include consultation with the Child, parent/carer and significant other (including the Provider) and which will be fully recorded.

**Scope:** the details of the specific Services to be delivered under these Terms and Conditions in accordance with the Specification as further particularised in the Service Contract.

**Scheduled Payment:** Payment of Charges to the Provider at defined intervals in respect of Services delivered under this Service Contract.

**Service Contract Data:** the document at Schedule 4 and forming part of these Terms and Conditions and supplementing the Specification, setting out the key details and specifics of the Contracting Body's requirement for Services following the Call-Off Procedure;

**Service Contract:** the legally binding agreement) for the provision of Services made between a Contracting Body and the Provider comprising:

- (i) the Call-Off Terms and Conditions;
- (ii) the IPA (where applicable);
- (iii) the Service Contract Data and any documents Annexed to it (where applicable);
- (iiii) the Tender/Offer (where applicable)

**Service Failure:** a failure by the Provider to provide the Services in accordance with any individual Service Level.

**Service Levels:** the service levels to which the Services are to be provided, as set out in Schedule 2.

**Services:** the services to be delivered by or on behalf of the Provider under the Service Contract , as more particularly described in Schedule 1 (Specification).

**Service User:** means any individual notified by the Contracting Body to the Provider as requiring the Services, and is also referred to as Child/Children.

**Shared Personal Data:** the personal data to be shared between the parties under clause 26.1 of these Terms and Conditions. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Data Subjects to include any or all of the following: Staff (including volunteers, agents and temporary workers), Service Users, Service Users' family, suppliers or any other such data subjects as detailed in the main body of these Terms and Conditions and any Schedules and Appendices as appended to it.
- b) The categories of data to be processed shall be defined only insofar as they relate to the detail of the main body of the Terms and Conditions and any Schedules and Appendices as appended to it.

**Stability Meeting:** means a meeting held between the Provider, Children's Social Care and any other relevant parties when a Placement starts to cause concern and, if issues are not addressed, is at risk of breaking down. The purpose of the meeting is to collectively explore options and agree actions in order to prevent an unnecessary Placement breakdown.

**Staff** shall mean the personnel employed or engaged by the Contracting Body or the Provider to carry out obligations under the Service Contract, including temporary, agency or self-employed staff, volunteers and students and as applicable all such prospective personnel.

**Standard Children's Home Placement:** means Placements where education and/ or therapy and/ or services for Children with disabilities is not required which are not required in an emergency (same day);

**Step-in Actions:** has the meaning given in clause 9.1(d).

**Step-in Event:** means:

- a) the Provider is in material breach of the Service Levels for a consecutive period of 60 days;
- b) the Contracting Body has reasonable grounds for believing that the Provider is unable to deliver the Services, or that those Services will be in material breach of the Service Levels;
- c) a Force Majeure Event occurs that materially prevents or materially delays the performance of the Services or a substantial part of the Services by the Provider for a consecutive period of twenty (20) Working Days;
- d) the Contracting Body is required by a Regulatory Body that the exercise by the Contracting Body of its rights under clause 9 (Step-in rights) is necessary;
- e) a condition occurs that triggers the Contracting Body's right to terminate the Service Contract under clauses 30 or 31; or
- f) the Contracting Body has reasonable grounds for believing that there is a safeguarding concern.

**Step-in Notice:** has the meaning given in clause 9.1.

**Step-in Party:** has the meaning given in clause 9.1(a)

**Step-in Period:** has the meaning given in clause 9.1(e) and as subsequently extended pursuant to Clause 9.8.

**Step-out Plan:** has the meaning given in clause 9.4.

**Sub-Contract:** any contract between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party.

**Sub-Contractor:** the contractors or Providers that enter into a Sub-Contract with the Provider.

**Tender:** means the documents submitted to the Contracting Body by the Provider in response to a mini-competition held by the Contracting Body for the provision of Services.

**Term:** the period commencing on the Commencement Date and ending on the completion of the Services.

**Termination Date:** the date of expiry or termination of these Terms and Conditions

**Terms and Conditions:** means these terms and conditions together with all schedules and appendices hereto forming part of the Service Contract.

**The Contracting Body's Placement Finding Service:** means the Access to Resources team or any other team that is responsible for sourcing Placements.

**Tiering System:** means the documents contained in the Invitation to Participate document.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms and Conditions t.
- 1.3 A **person** includes a natural person, corporate or unincorporated body and partnerships (whether or not having separate legal personality).
- 1.4 The schedules form part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions and any reference to these Terms and Conditions includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.

- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes email but not faxes.
- 1.10 Any obligation in these Terms and Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of these Terms and Conditions; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where any statement is qualified by the expression **so far as a PARTY is aware** or **to a PARTY's knowledge** or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.14 Where there is any conflict or inconsistency between the provisions of the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Terms and Conditions;
  - (b) Schedule 1 to the Terms and Conditions;
  - (c) the remaining schedules to the Terms and Conditions other than Schedule 3;
  - (d) the IPA;
  - (e) the PDPS and any other document referred to in the PDPS.

## **COMMENCEMENT AND DURATION**

### **2. TERM**

- 2.1 The Service Contract shall take effect on the Commencement Date and shall continue for the Term unless it is otherwise terminated in accordance with the provisions of these Terms and Conditions, or otherwise lawfully terminated, or on completion of the Services whichever is sooner.

### **3. NOT IN USE**

### **4. CONSENTS, PROVIDER'S WARRANTY AND DUE DILIGENCE**

- 4.1 The Provider shall ensure that all Necessary Consents are in place to provide the Services and the Contracting Body shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 4.2 Where there is any conflict or inconsistency between the provisions of the Terms and Conditions and the requirements of a Necessary Consent, then the latter shall prevail,

provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services

- 4.3 The Provider acknowledges and confirms that:
- (a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Contracting Body all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of these Terms and Conditions ;
  - (b) it has received all information requested by it from the Contracting Body pursuant to clause 4.3(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of these Terms and Conditions;
  - (c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Contracting Body pursuant to clause 4.3(b);
  - (d) it has raised all relevant due diligence questions with the Contracting Body before the Commencement Date; and
  - (e) it has entered into these Terms and Conditions in reliance on its own due diligence.
- 4.4 Save as provided in these Terms and Conditions , no representations, warranties or conditions are given or assumed by the Contracting Body in respect of any information which is provided to the Provider by the Contracting Body and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.
- 4.5 The Provider as at the Commencement Date, warrants and represents that:
- (a) all information contained in the Provider's Tender/Offer remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Contracting Body prior to entering into the Service Contract; and
  - (b) it shall promptly notify the Contracting Body in writing if it becomes aware during the performance of the Service Contract of any inaccuracies in any information provided to it by the Contracting Body during such due diligence which materially and adversely affects its ability to perform the Services or meet any Service Levels.
  - (c) it has full capacity and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Service Contract and that the Service Contract has been entered into by a duly authorised representative of the Provider;
  - (d) in entering the Service Contract it has not committed any Fraud;
  - (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Service Contract;



- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Service Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider 's assets or revenue;
- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property that are necessary for the performance of its obligations under the Service Contract;
- (i) in the 3 years prior to the date of the Service Contract:
  - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
  - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Service Contract.

- 4.6 The Provider shall not be entitled to recover any additional costs from the Contracting Body which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Contracting Body by the Provider in accordance with clause 4.5(b) save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with fundamentally misleading information by or on behalf of the Contracting Body and the Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Provider shall be entitled to recover such reasonable additional costs from the Contracting Body or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 4.7 Nothing in this clause 4 shall limit or exclude the liability of the Contracting Body for Fraud or fraudulent misrepresentation.

## **THE SERVICES**

### **5. SUPPLY OF SERVICES**

- 5.1 The Provider shall provide the Services to the Contracting Body with effect from the date set out in the Service Contract and for the duration of the Service Contract in accordance with the provisions of these Terms and Conditions.

- 5.2 In the event that the Provider does not comply with the provisions of clause 5.1 in any way, the Contracting Body may serve the Provider with a notice in writing setting out the details of the Provider's default (a **Default Notice**).
- 5.3 If the Authority serves a Default Notice on the Provider, the Provider shall at its own expense correct or remedy the default or defaults specified in the Default Notice: -
- (a) in accordance with the requirements of the Default Notice; and
  - (b) within such time as may be specified in the Default Notice,

and shall otherwise perform the Services in accordance with the requirements of these Terms and Conditions and any relevant IPA.

## **6. SERVICE LEVELS / KEY PERFORMANCE INDICATORS**

- 6.1 The Provider shall ensure that any element of the Services which is subject to a specific Service Level or Key Performance Indicator is provided in such a manner as will ensure that the Achieved Service Level in respect of that Service is equal to or higher than such specific Service Level.
- 6.2 The Provider shall provide records of the Achieved Service Levels as provided for in the Contract Management Strategy at Schedule 5.
- 6.3 In the event that any Achieved Service Level falls short of the Target Service Level, without prejudice to any other rights the Contracting Body may have, the provisions of clause 30 (Termination) shall apply.

## **7. SERVICE STANDARDS**

- 7.1 Without prejudice to clause 6, the Provider warrants that it shall provide the Services, or procure that they are provided:
- a) in accordance with Best Industry Practice;
  - b) at all times in compliance with the Contracting Body's requirements set out in these Terms and Conditions;
  - c) in all respects in accordance with the Contracting Bodies policies set out in Schedule 1; and
  - d) in accordance with all Applicable Laws.
- 7.2 Without limiting the general obligation set out in clause 7.1, the Provider shall (and shall procure that the Provider's Personnel shall) at all times when supplying the Services do so with all due skill, care and diligence and that the Provider's Personnel supplying the Services shall possess such qualifications, skills and experience as is necessary for the proper supply of the Services.
- 7.3 It shall be a condition of the Service Contract that the substance of the Provider's policies and procedures shall comply with all Applicable Laws and legislative requirements.

- 7.4 The Provider shall at all times comply with the requirements as set out in the Specification at Schedule 1, and where applicable shall maintain accreditation with any relevant authorisation body (including for the avoidance of OFSTED or equivalent Regulatory Body)
- 7.5 If at any time during the term of the Service Contract, the Provider is inspected by OFSTED (or equivalent) and receives an overall rating by OFSTED (or equivalent Regulatory Body ) of "inadequate" or "requires improvement" (or equivalent by any successor body or system of evaluation), the Provider shall inform the Contracting Body and the Council immediately and, within a timeframe to be stipulated by the Contracting Body (having consulted the Council), produce a robust Action Plan detailing improvement timescales and clear targets in order to regain a Good or better Ofsted rating for the specific Home. The Contracting Body shall discuss the Provider's Action Plan with the Council and if the Council (at its sole discretion) is not satisfied with the Provider's response, this shall amount to a Material Breach and the Council may suspend the award of Service Contracts to the Provider and/or the Contracting Body may terminate these Terms and Conditions pursuant to the provisions of clause 30 of these Terms and Conditions.
- 7.6 Where the Provider is failing to deliver the Services in accordance with these Terms and Conditions, the Contracting Body may consult with the Council and the Council, at its sole discretion, may suspend the Provider and require the Provider to provide an Action Plan within a timeframe stipulated by the Council. The Action Plan (to be approved by the Council in consultation with the Contracting Body) shall stipulate the Provider's proposals to deal with any failings or concerns of the Council and/or the Contracting Body. If the Council, having consulted with the Contracting Body, is not satisfied with the Provider's response this shall amount to a Material Breach and the Council or the Contracting Body may terminate the Service Contract pursuant to the provisions of clause 30 of these Terms and Conditions.
- 7.7 During the period of suspension:
- a) no further Service Contracts will be awarded to the Provider;
  - b) the Provider agrees to implement their Action Plan and meet the objectives contained within the same; and
  - c) payments to the Provider for the provision of ongoing services shall not cease.
- 7.8 The Provider acknowledges that suspensions may be notified to other authorities, commissioners and providers as the Council or the Contracting Body sees fit. Should the Provider anticipate failure to comply with the terms of the Service Contracts between the parties and the service standards, it may, at its discretion, approach the Council and request for a voluntary suspension, to take effect for a limited period to be agreed between the Council and the Provider. This will be reviewed by the Council. The Provider acknowledges that the Council or the Contracting Body is at liberty to record and monitor the reason for the voluntary suspension and acknowledges that the voluntary suspension may be notified to other authorities, commissioners and providers as the Council or the Contracting Body sees fit. Any approval of voluntary suspension will be at the sole discretion of the Council.
- 7.9 Further to clause 7.8 above, any voluntary suspension sought by the Provider only has effect in relation to the award of new Service Contracts to the Provider and, for the avoidance of doubt, does not affect the Provider's existing Service Contracts.

- 7.10 Timely provision of the Services shall be of the essence in the Service Contract, including in relation to the commencement and ongoing provision of Services within the time (or on a specified date) agreed by the Parties as detailed within the Service Contract.
- 7.11 Without prejudice to any other rights and remedies the Contracting Body may have pursuant to these Terms and Conditions or otherwise, the Provider shall reimburse the Contracting Body for all reasonable costs incurred by the Contracting Body which have arisen as a consequence of the Provider's delay or failure in the performance of its obligations under these Terms and Conditions and which delay the Provider has failed to remedy following reasonable notice from the Contracting Body.
- 7.12 The Provider shall provide the Services during the Term in accordance with these Terms and Conditions, in consideration of the mutual rights and obligations in these Terms and Conditions. The Contracting Body and/or any person authorised by the Contracting Body shall have the power to visit, inspect and examine (without notice) the performance of the Services at any time where the Services (or any part of them) are being performed or the Provider's Home.

## **8. HEALTH AND SAFETY**

- 8.1 The Provider shall promptly notify the Contracting Body of any health and safety hazards, which may arise in connection with the performance of the Service Contract.
- 8.2 The Provider shall notify the Contracting Body immediately in the event of any incident occurring in the performance of the Service Contract.
- 8.3 The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to those Service Users at the Premises.
- 8.4 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Contracting Body on request.

## **9. STEP IN RIGHTS**

- 9.1 Without prejudice to the Contracting Body's other rights and remedies under these Terms and Conditions and at law, if a Step-in Event occurs, the Contracting Body shall have the right to issue a written step-in notice, which shall include the following information (**Step-in Notice**):
- (a) that the Contracting Body, or a third party appointed by it, or the Contracting Body jointly with that third party (**Step-in Party**) intends to perform or manage the performance of part or all of the Services (**Affected Services**);
  - (b) the details of the Step-in Event that has triggered the exercise of the Step-in Notice;
  - (c) details of the Affected Services;
  - (d) the actions that the Step-in Party intends to take in order to rectify the Affected Services (**Step-in Actions**);

(e)the estimated dates on which the Step-in Actions will commence and end (**Step-in Period**);

(f)in the Contracting Body's reasonable opinion, the extent that the Contracting Body anticipates the Step-in Actions will have on the Provider's obligation to provide the remaining Services that are not the Affected Services; and

(g)any other information that the Contracting Body is reasonably able to provide in relation to how the Step-in Party intends to perform the Step-in Actions.

9.2 On receipt of the Step-in Notice, the Provider shall, subject to Clause 9.3 and at no additional cost, provide, enable or procure access for the Step-in Party to:

(a)any of the Premises and facilities that the Contracting Body so requests; and

(b)any equipment and software that are used in the administration, management and provision of the Affected Services;

for the sole purpose of enabling the Step-in Party to perform the Step-in Actions during the Step-in Period only.

9.3 The Contracting Body shall use reasonable endeavours to ensure that the Step-in Party's personnel and representatives that have the access as provided for under Clause 9.2;

(a)comply with all relevant health and safety requirements for any of the Provider's Premises, such requirements as notified by the Provider;

(b)only use the facilities, equipment or software on the Provider's instructions and exercise reasonable care when using those items so as not to cause damage; and

(c)do not disrupt or interfere with the Provider's obligations to deliver the Services that are not the Affected Services.

9.4 Within ten (10) Working Days of receipt of the Step-in Notice, the Provider shall submit to the Contracting Body a written plan setting out the measures the Provider intends to take after the Step-in Period in order to restore the Affected Services to satisfy the requirements of the Service Contract (**Step-out Plan**).

9.5 The Contracting Body is not liable to pay the charges relating to the Affected Services, and the Charges shall be reduced accordingly so as not to include those relating to the Affected Services.

9.6 During the Step-in Period, the Provider shall:

(a) be relieved of its obligations to provide the Affected Services and shall not be liable for any liability arising out of the Affected Services not meeting the Service Levels if the Provider can show that the sole cause of that failure is due to the Step-in Party's actions;

(b) continue to provide the Services that are not the Affected Services, and shall inform the Contracting Body if the Affected Services will impact on its ability to deliver those other Services;

(c) not receive any new Placements for Service Users at any Premises where the Affected Services are performed.

(d) fully cooperate and provide all reasonable assistance at no additional charge to the Step-in Party for the sole purpose of enabling the Step-in Party to perform the Step-in Actions; and

(e) use best endeavours to ensure that the relevant Provider's Personnel promptly follows the reasonable and lawful instructions of the Step-in Party in pursuance of the Step-in Actions.

9.7 The Contracting Body shall keep a written record of the Step-in Actions that the Step-in Party has taken and keep the Provider informed of the progress of the Step-in Actions.

9.8 The Contracting Body shall use reasonable endeavours to ensure that the Step-in Actions are completed during the Step-in Period, but if the Contracting Body reasonably deems it necessary to extend the Step-in Period, it shall inform the Provider accordingly no later than ten (10) Working Days before the Step-in Period is due to end.

9.9 If the Contracting Body is satisfied that the circumstances leading to the Step-in Event are no longer present and the Provider has demonstrated in the Step-out Plan that it can resume responsibility for the Affected Services, the Contracting Body will issue a written notice to the Provider that:

(a) requires the Provider to resume performance of the Affected Services;

(b) specifies the date on which the Provider shall resume such performance; and

(c) sets out the Step-in Actions that the Step-in Party actually took during the Step-in Period.

9.10 The Provider shall be liable to the Contracting Body for all direct costs and expenses that are reasonable and necessarily incurred by Step-in Party in taking the Step-in Actions, and the Contracting Body shall use all reasonable endeavours to mitigate any such costs and expenses.

## **2. EXIT MANAGEMENT**

2.15 The Provider shall as required at clause 14 of the PDPS, within six (6) weeks of the Commencement Date of the PDPS, prepare and supply a draft Exit Management Plan.

## **11. CHARGES AND PAYMENT**

11.1 The Charges will be in accordance with the Price submitted as part of the Application Pricing Schedule, as particularised in the Service Contract or provided as part of a call off process. The Charges may also include the retainer fee agreed as part of any Retained Placement Agreement. Providers may be required to submit a separate invoice for any retainer fee(s).

11.2 In consideration of the performance by the Provider of its obligations under the Terms and Conditions, the Council shall pay the Charges in accordance with this clause 11 and the Contracting Body shall pay the Charges in accordance with clause 11.3.

11.3 The other Contracting Body's payment terms may be different from those of the Council. Notwithstanding this the Contracting Body will comply with Regulation 113 of the Public

Contracts Regulations 2015 which requires that payment of undisputed invoices will be made within thirty (30 days) of the date on which the Contacting Body has ascertained that the invoice is valid and undisputed.

- 11.4 The Council will pay the Charges in accordance with Payment Terms A 'Charges Invoiced for' but reserves the right to pay the Charges in accordance with Payment Terms B 'Scheduled Payments' as set out below.
- 11.5 Charges may be paid on the basis of Scheduled Payments or Non-Scheduled Payments, the Council will inform the Provider of any change to the payment process during the term of the Service Contract. The Council may require the Provider to use any payment system which it deems necessary including to submit service delivery actuals or other service delivery information, invoices, or any other information required for the payment process.
- 11.6 The Council reserves the right to change the Payment Periods and the payment terms, which will not exceed 30 days from the receipt of an undisputed invoice or from the end of the Payment Period when Scheduled Payments are utilised.

**Payment Terms A - Charges Invoiced for:**

- 11.7 The Provider shall submit an invoice on a four-weekly basis as determined by the Council, such invoice to be submitted at the end of the period to which it refers. Invoices submitted before the end of the period WILL NOT be processed by the Council. The Provider will need to resubmit invoices at the appropriate time.
- 11.8 The Council shall not make payments in respect of invoices until the expiry of the period to which they relate, unless an alternative payment process is agreed in accordance with this clause.
- 11.9 The Council shall pay the Charges at 30 days of the date on which it has ascertained that the invoice is valid and undisputed, and receipt of a correctly submitted Confirmation of the Services (See para 11.11 below) The Council shall notify the Provider within 30 days of receipt of the invoice if it wishes to dispute it. In the event of a dispute, the Provider may re-submit an invoice for the undisputed amount, the payment of which will not be withheld.
- 11.10 The breakdown of Charges to be paid to the Provider is set out in the Service Contract.
- 11.11 The Provider will not levy additional charges to the Service User or family for tasks that are agreed in the Child's Care Plan and are within the scope of Services commissioned and to be delivered to the Service User. Nor will the Provider be entitled to claim payment for any alternative or Services outside of the Service Contract or Services agreed by the Council, without the prior written consent of the Council. For the avoidance of any doubt, this clause does not prevent the Provider from providing privately funded additional services to Service Users in addition to those Services funded by the Council.
- 11.12 Should any element of the Services not be delivered or the duration of the same be reduced either at the request of the Council or the Service User, then the Provider shall be precluded from claiming from the Council for the entirety of the Charges detailed in the Service

Contract and will instead claim an amount proportionate to the Services actually delivered.

11.13 For all Services provided otherwise than directed by the Council, payment shall be subject to completion and receipt by the Council of a Confirmation of the Services delivered which must be provided by the Provider for the Payment Period at the end of the period to which it refers, via email or an alternative system specified by the Council. In response to a request from the Council, the Provider must provide such information as the Council shall reasonably request (including but not limited to financial statements, time sheets, records receipts, invoices, reports and service performance details) to enable the Council to verify that the sums claimed are correct.

11.14 In submitting a Confirmation the Provider shall be deemed to have represented to the Council:

- a) that those Service Users in relation to which payment of the Charges is requested were in receipt of the Services on the dates specified in the Confirmation (or that the Provider is otherwise entitled to payment of the Charges) and that the Charges are properly due and payable by the Council; and
- b) that the Provider has included notification of adjustments applied in relation to a Service User that have been agreed with the Council;

11.15 The Council is not obliged to make payment of Charges in respect of an invoice where the Confirmation is not submitted at the end of the period to which the Charges relate, where a Confirmation is required. The Provider may be required to include specific information within the Confirmation as requested by the Council which may include the Service User Reference number for example the LCS reference number, any notice period which has been agreed at the end of a Placement, the start and end date of each Placement, and a weekly breakdown of Services including any Additional Services delivered and Prices. The Council will consider all reasonable requests for payment of Charges in respect of a Confirmation which is not submitted by the of the Payment Period in circumstances where the Provider has been prevented, as a result of failure or delay solely on the part of the Council, from submitting the relevant Confirmation for Services. The Council will not process Confirmations or invoices for subsequent Payment Periods until any unsubmitted Confirmations from the previous Payment Period have been submitted. The Provider must follow instructions as provided by the Council including a specific term to be included in the title of the email with the invoice and or Confirmation attached, this will be 'AGENCY-RES' unless confirmed otherwise by the Council.

11.16 The Council will pay sums due to the Provider via the Banks Automated Clearing Services System (BACS). Details of the Provider's accounts will be provided to the Council. A payment remittance will be issued with each payment.

11.17 Upon payment being received by the Provider the Provider shall be deemed to have represented to the Council the following information:

- a) that those Service Users in respect of whom payment is being made are in receipt of the Services on the dates specified in the Council's remittance advice;
- b) that it is managing the Child's Care Plan for those Service Users in respect of whom payment is being made in accordance with the requirements of Schedule 1 and the Service Contract.



- 11.18 Where a party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 20 (Dispute Resolution). The Council shall notify the Provider within thirty (30) calendar days of receipt of the relevant Confirmation giving reasons for the disputed sum and any subsequent dispute shall be resolved in accordance with the provisions of clause 20 (Dispute Resolution). Provided that the sum has been disputed in good faith, interest on any sums in dispute (which for the avoidance of doubt will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%) shall not accrue until the earlier of thirty (30) calendar days after resolution of the dispute between the parties. The Council may withhold payment against any Confirmation or any item shown on any Confirmation which is not submitted in accordance with these Terms and Conditions or which covers or purports to relate to Services which have not been provided in accordance with these Terms and Conditions, or which it disputes for any other reason. Should the Council withhold payment in accordance with this sub-clause, the Council shall not be deemed to be in breach of the Terms and Conditions.
- 11.19 The Council shall pay any amount withheld pursuant to clause 11.15 which has subsequently been agreed (or determined in accordance with clause 20 to be payable by the Council) within thirty (30) calendar days of such agreement being reached or such determination being made.
- 11.20 If, for any reason, the Council and the Provider fail to reach agreement for current placement(s), the Council agrees to pay the invoice(s) less the amount in dispute, until agreement is reached. The Provider may be required to provide replacement invoices, one for the agreed amounts, and a supplementary invoice for the disputed amounts. Where any disputed amounts are paid to the Provider, interest shall be payable as detailed in Clause 11.16.
- 11.21 The Provider shall advise the Council forthwith of any changes, errors, overpayments, underpayments or other information which may affect the amounts paid or to be paid by the Council for any Services under these Terms and Conditions immediately.
- 11.22 The Council will adjust the Charges payable in the next payment due (or any future payment), to cover any under or over payments, details of which (including such supporting documentation, Childs Care Plans or other information as are required by the Council from time to time) have been provided by the Provider. Where any sum of money shall be recoverable from or payable by the Provider as an overpayment, the same may be deducted by the Council from any sum then due or which at any time thereafter may become due to the Provider under this or any other contract with the Provider.
- 11.23 The Provider must notify the Council via (in the case of a Service Contract concluded with the Council, the Council's Contract Management Team (Access to Resources Team) by email or in the case of a Service Contract concluded with another Contracting Body, such arrangements as are agreed between the Parties) as soon as possible and in any event no later than the Council's next Working Day, if -
- (a) a Service User ceases to receive a Service under these Terms and Conditions for any reason;

- (b) the Provider considers that the Service User may no longer be eligible to receive the Services; and
- (c) there is any other change in a Service User's circumstances which may affect the Charges.

11.24 Where a Service User is admitted to hospital or dies, or in any other circumstances where there is an unforeseen suspension or cessation of the delivery of Services, the Provider shall notify the Council in accordance with these Terms and Conditions. In such circumstances, the Provider can claim up to the amount of Charges (as set out in the notice periods within the Service Contract) pertaining to Services provided to a Service User following the last day of service delivery in the event that Services would have otherwise been provided.

11.25 If, for any reason, the Provider fails or is unable to provide the Services, including any agreed Additional Services, to the level and/or standard agreed, the Council reserves the right to reduce the level of payment proportionally or claw back (in accordance with Clause 11) payment/s already made. Before taking this step the Council shall consult with the Provider in good faith and shall provide details in writing of the breach or failure and the value of the Services lost by the Child and/or loss or expense incurred by the Council.

11.26 Where the Services are ceased by the Council in accordance with these Terms and Conditions and the necessary notice as per clause 30, has been provided, no additional payment of the Charges shall be made to the Provider.

11.27 Where the Services are terminated by the Council, and the necessary notice periods have not been provided, the Provider can claim payment corresponding with the notice period as more particularly identified at clause 30.

11.28 All sums due hereunder are exclusive of VAT (details of which will be provided to the Council by the Provider) which will be paid by the Council at the rate and in the manner for the time being prescribed by any Applicable Law. Subject to this Clause, the Provider shall account to HM Revenue and Customs for all taxes, contributions, liabilities, charges and dues (including PAYE and National Insurance) for which the Provider (including, for the avoidance of doubt, all staff) is liable. The Provider shall indemnify and keep the Council fully and effectually indemnified against all losses, liabilities, damages, costs, charges, claims and expenses arising from or incurred by reason of any breach of this Clause by the Provider.

11.29 For the avoidance of doubt the Parties agree and acknowledge that payment of any sums by the Council under the Service Contract shall be without prejudice to any claims or rights which the Council may have against the Provider and shall not constitute any admission or waiver by the Council as to the performance by the Provider of its obligations hereunder.

11.30 Unless otherwise stated the Charges are inclusive of all costs and expenses which may be incurred by the Provider in carrying out its obligations hereunder and no additional charges will be payable by the Council unless agreed in advance by the Parties.

11.31 The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to these

Terms and Conditions, including the Open Book Data. Such records shall be retained for inspection by the Council for 7 years from the end of the Contract Year to which the records relate. Where it has been found that the Provider's response to the audit contains a default the Council may (without prejudice to any rights and remedies the Council may have) require the Provider to correct such default as soon as reasonably practicable and where the Council has overpaid any Charges the Provider shall pay to the Council the amount overpaid and where the Council has underpaid any Charges, the Provider shall not be entitled to increase the Charges paid or payable by the Council.

11.32 Where the Provider enters into a Sub-Contract with a supplier or contractor for the purpose of performing the Service Contract, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Provider to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice, as defined by the Sub-Contract requirements.

11.33 Should the Provider choose to appoint a factoring or invoice management agency to manage the payments it receives under these Terms and Conditions, the Council will not liaise or discuss payments with the appointed agency and all communications regarding outstanding payments will remain solely between the Council and the Provider, save for any confirmation received from the appointed agency or the Provider that the arrangement with the agency has ceased.

11.34 Late payment of the Charges by the Council does not permit the Provider to delay or suspend provision of the Services.

11.35 If applicable, and where there is a consortium of Providers operating, payments will be made to the lead Provider only. The lead Provider is then responsible for administering payments to consortium.

#### **Payment Terms B – Scheduled Payments:**

11.36 The Council shall pay the Charges for which it is liable to pay the Provider on the basis of Scheduled Payments with all payments due being made to the Provider via the Banks Automated Clearing Services System (BACS) fourteen (14) days after the end of the preceding Payment Period. Details of the Provider's accounts will be provided to the Council.

11.37 At the end of the Payment Period the Council will produce a remittance of the Anticipated Services and will be sent to the Provider via email (or subsequent system) to review. The Provider must confirm via email (or subsequent system) that they accept or reject the calculation which must be done within fourteen (14) days of receipt. Changes should be notified by using a change request form. If a Provider does not confirm acceptance or rejection for two consecutive payment periods, the Council may withhold payments until confirmation is received.

11.38 The Provider will not levy additional Charges that have not been agreed in the Service Contract. Nor will the Provider be entitled to claim payment for any alternative services that have not been agreed in the Service Contract without the prior written consent of the Council.

- 11.39 Where a Retained Placement Agreement (RPA) exists, Providers are required to send a claim form via email (or subsequent system) for the amount agreed in the RPA, the form will be verified by the Contracting Body and the Contracting Body shall pay the Charges for which it is liable to pay the Provider on the next Scheduled Payment to the Provider.
- 11.40 Where the Provider has delivered more than the Anticipated Services the Council shall not be obliged to make any payment to the Provider beyond the Anticipated Services unless it has given its prior written consent to the Disputed Services.
- 11.41 Where the Council has approved the Charges claimed in relation to Disputed Services the Council shall then update the Anticipated Services that were in dispute. The next Scheduled Payment to the Provider shall take into account any adjustments which have been made in the previous Payment Period and any reconciliation that is applied to the Charges by the Council.
- 11.42 Where the Provider has delivered Services less than the Anticipated Services, the Provider is obliged to notify the Council via email (or subsequent system) as soon as this discrepancy has been identified. The Council shall update the Anticipated Services accordingly. The next Scheduled Payment to the Provider shall take into account any adjustments which have been accrued in the previous Payment Period and any reconciliation that is applied to the Charges by the Council.
- 11.43 Charges will always be paid in arrears with undisputed Charges being paid by the Council to the Provider fourteen (14) calendar days after the end of the preceding Payment Period.
- 11.44 Upon payment being received by the Provider, the Provider shall be deemed to have represented to the Council the following information:
- (a) that those Service Users in respect of whom payment is being made are in receipt of the Services on the dates specified in the Council 's Provider remittance;
  - (b) that it is managing the Care Plan for those Service Users in respect of whom payment is being made in accordance with the requirements of Schedule 1 and the Service Contract.
- 11.45 Where a party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with the provisions of clause 20 (Dispute Resolution). The Council shall notify the Provider within thirty (30) calendar days of receipt of the relevant change request form giving reasons for the disputed sum and any subsequent dispute shall be resolved in accordance with the provisions of clause 20. Provided that the sum has been disputed in good faith, interest on any sums in dispute (which for the avoidance of doubt will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%) shall not accrue until the earlier of thirty (30) calendar days after resolution of the dispute between the parties. The Council may withhold payment against any change request form or any item shown on any Anticipated Services Provider Remittance which is not submitted in accordance with the these Terms and Conditions or which covers or purports to relate to Services which have

not been provided in accordance with these Terms and Conditions, or which it disputes for any other reason. Should the Council withhold payment in accordance with this sub-clause, the Council shall not be deemed to be in breach of the Terms and Conditions.

11.46 The Council shall pay any amount withheld pursuant to clause 11.42 or 11.43, which has subsequently been agreed (or determined in accordance with clause 20 to be payable by the Council) fourteen (14) calendar days after the end of the preceding Payment Period following such agreement being reached or such determination being made.

11.47 The Provider shall advise the Council forthwith of any changes, errors, overpayments, underpayments or other information which may affect the amounts paid or to be paid by the Council for any Services provided under these Terms and Conditions immediately after it is identified.

11.48 The Council will adjust the Charges payable in the next Payment remittance due, to cover any under or over payments, details of which (including such supporting documentation, Care Plans or other information as are required by the Council from time to time) have been provided by the Provider. Where any sum of money shall be recoverable from or payable by the Provider as an overpayment, the same may be deducted by the Council from any sum then due or which at any time thereafter may become due to the Provider under this or any other contract with the Provider.

11.49 The Provider must notify the Council via (in the case of a Service Contract concluded with the Council, the Council's Contracting Management Team (ART) by email or in the case of a Service Contract concluded with another Contracting Body, such arrangements as are agreed between the parties) as soon as possible and in any event no later than the Council's next Working Day, if: –

- a) a Service User ceases to receive a Service under the Service Contract for any reason;
- b) the Provider considers that the Service User may no longer be eligible to receive the Services; and
- c) there is any other change in a Service User's circumstances which may affect the Charges.

11.50 Where a Service User is admitted to hospital or dies, or in any other circumstances where there is an unforeseen suspension or cessation of the delivery of Services, the Provider shall notify the Council in accordance with clause 30 (Termination). In such circumstances, the Provider can claim up to the amount of Charges as set out in clause 30.

11.51 Where the Services are terminated by the Council in accordance with these Terms and Conditions and the notice periods have been provided, no additional payment of the Charges shall be made to the Provider.

11.52 Where the Services are terminated by the Council, and the necessary notice periods have not been provided, the Provider can claim payment corresponding with the notice period as more particularly identified at clause 30.

11.53 All sums due hereunder are exclusive of VAT (details of which will be provided to the Council by the Provider) which will be paid by the Council at the prevailing rate and in the manner

for the time being prescribed by any Applicable Law.

- 11.54 Subject to clause 11.54, the Provider shall account to HM Revenue and Customs for all taxes, contributions, liabilities, charges and dues (including PAYE and National Insurance) for which the Provider (including, for the avoidance of doubt, all its Staff) is liable.
- 11.55 The Provider shall indemnify and keep the Council fully and effectually indemnified against all losses, liabilities, damages, costs, charges, claims and expenses arising from or incurred by reason of any breach of clause 11.55 by the Provider.
- 11.56 For the avoidance of doubt the parties agree and acknowledge that payment of any sums by the Council under these Terms and Conditions shall be without prejudice to any claims or rights which the Council may have against the Provider and shall not constitute any admission or waiver by the Council as to the performance by the Provider of its obligations hereunder.
- 11.57 Unless otherwise stated the Charges are inclusive of all costs and expenses which may be incurred by the Provider in carrying out its obligations hereunder and no additional charges will be payable by the Council unless agreed in advance by the parties.
- 11.58 The Provider shall at all times maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to these Terms and Conditions. Such records shall be retained for inspection by the Council for 7 years from the end of the Contract Year to which the records relate.
- 11.59 Where the Provider enters into a Sub-Contract with a supplier or contractor for the purpose of performing the Service Contract, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums due by the Provider to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the date on which the Provider has ascertained (which shall be no more than 14 days from receipt of the invoice) that the invoice received is valid and undisputed.
- 11.60 Should the Provider choose to appoint a factoring or invoice management agency to manage the payments it receives under these Terms and Conditions, the Council will not liaise or discuss payments with the appointed agency and all communications regarding outstanding payments will remain solely between the Council and the Provider, save for any confirmation received from the appointed agency or the Provider that the arrangement with the agency has ceased.
- 11.61 Late payment of the Charges by the Council does not permit the Provider to delay or suspend provision of the Services.
- 11.62 If applicable, and where there is a consortium of Providers providing the Services, payments will be made to the lead Provider only. The lead Provider is then solely responsible for administering payments to the consortium of Providers.

## **REVIEW OF CHARGES**

- 11.63 The Charges shall remain fixed until the anniversary of the Commencement Date. Thereafter from the first anniversary the Council shall offer a maximum annual Charge adjustment (Also referred to as the 'Annual Price Uplift') in respect of the Services to cover Inflation. Any adjustment will not be automatic and will be on application to the Council. If a Provider's application for the adjustment is accepted, it will become effective from the anniversary of the Commencement Date each year for existing and new Placements.
- 11.64 Providers may elect to waive, take up in part or take up in full the Charge adjustment. Inflation shall be measured as an average of the three months Consumer Price Index as published by the Office for National Statistics prior to the date of the Council's offer to Providers. The Council reserves the right to amend the way in which it uses the published CPI to calculate the Charge adjustment throughout the term of the Service Contract, any such amendment to the calculation would be limited to the following:
- a) Using an average of the previous 12 months published CPI
  - b) Using an average of the previous 6 months published CPI
  - c) Using the previous month's published CPI
- 11.65 For the avoidance of doubt, acceptance of the full, part, or no inflationary uplift will be binding from the anniversary date to which the uplift applies. Retrospective inflationary uplifts requests will not be considered.
- 11.66 The Council reserves the right to require any Provider to take part in open book accounting and provide Open Book Data or a dialogue with the Council so that the Council may gain an understanding of their Charges before awarding the inflationary adjustment.
- 11.67 Where a Provider's Price falls in the range of abnormally high (higher than 15% of the average Price) the Council reserves the right to withhold any CPI uplift where a Provider is subsequently required to take part in open book accounting but refuses to or where on review of the Provider's accounts the Council considers, in its reasonable opinion, that incorrect accounting procedures, double charging or other unacceptable practices are being conducted or where they do not represent a true reflection of the actual financial circumstances of the Provider.
- 11.68 Any adjustment will not be automatic and will be on application to the Council. Providers on Tier 1 or the Tier 1 reserve list should note and consider that their current Price (including any adjustments) will be considered at the Tier Review and may affect their Tier position. Furthermore, all Providers should note and consider that their current Price (including any adjustments) may be considered at Call Off.
- 11.69 For the purposes of Pricing Contract Years will be a period of 12 months, commencing on the Commencement Date.
- 11.70 Decreases in Prices will be accepted without application
- 11.71 Notwithstanding the provisions of clause 11.65 the Provider may request an additional review of Charges once per calendar year. The Council will only consider increasing the Price payable to the Provider as a result of the following evidenced circumstances only and, in any event, only in circumstances where the Provider has incurred an increase of its costs due to factors entirely out of its control, manageability and foreseeability:

- a) Changes to the living wage or inflation resulting in the delivery of Services under the Service Contract being unsustainable for the Provider;
- b) An increase in auto-enrolment pension contributions; and
- c) Any other evidenced circumstances or situation in the Council's complete and sole discretion.

11.72 Prior to agreeing to any additional increase in Price, where appropriate, the Provider must agree to an open book accounting exercise and it will make available Open Book Data where required, to demonstrate that cost increases are due to factors outside its control, manageability and foreseeability and the same cannot be offset by operational efficiencies. The Council's budgetary constraints and any such other considerations that the Council considers are relevant may also be taken into account in assessing any Price increase request from the Provider. The Council makes no representation and offers no guarantee that any increase will be applied to the Charges following any review or assessment carried out.

11.73A Provider request for a review of Charges must be made in advance of the relevant Contract Year to which the requested uplift of Charges relates, to take effect from the commencement of that Contract Year. For the avoidance of doubt, where the Council agrees to a Provider's requested uplift of Price, the effective date on which the revised Charges will apply for the relevant Contract Year will be the later of the commencement date of that Contract Year or, if not requested in advance of that Contract Year, the date in that Contract Year on which the request was submitted to the Council.

#### Recovery of sums due

11.74 Wherever under the Service Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Council in respect of any breach of the Service Contract ), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Service Contract or under any other agreement or contract with the Provider.

11.75 Any overpayment by either Party, whether of the Price, Additional Services Fee or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

11.76 The Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Provider.

11.77 All payments due shall be made within a reasonable time unless otherwise specified in the Service Contract in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.



## **THE PLACEMENT**

### **12.1 THE INDIVIDUAL PLACEMENT AGREEMENT (IPA)**

- 12.1.1 The Contracting Body will issue the Provider with an IPA for each Child once a suitable Placement has been found.
- 12.1.2 The Contracting Body shall complete the IPA in consultation with the Provider.
- 12.1.3 The IPA shall detail the Services to be delivered in accordance with what is stated in the Child's Care Plan and any other written arrangements agreed by both Parties.
- 12.1.4 The IPA shall detail the expected outcomes to be achieved for the Child whilst he or she is in the Placement, in accordance with the Child's Care Plan.
- 12.1.5 The Contracting Body shall provide written notification of the contact details for those Staff, who the Provider may need to contact whilst the Child is in Placement and shall promptly update all such notifications. These details shall be included initially in the IPA.
- 12.1.6 The IPA shall detail the Price that is to be paid as agreed with each Provider at the time of Call Off. A breakdown of the Price should also be given where appropriate.
- 12.1.7 The Price shall include all Services to be provided as specified in the Core Services Specification (Schedule 1).
- 12.1.8 The Provider shall if requested to deliver agreed Additional Services which may be required in accordance with the Care Plan or following a Placement review. The Contracting Body shall pay agreed and approved reasonable Additional Fees as defined in the Specification for Additional Services as confirmed in writing by an appropriate Children's Social Care Team Manager for an agreed time limited period.
- 12.1.9 Any Additional Services shall be delivered in accordance with an agreed timescale and the expected outcomes to be achieved for the Child as detailed in the Child's Care Plan and will be reviewed accordingly and the particular specification of Additional Services shall, as far as possible, be included in the applicable IPA.
- 12.1.10 The IPA shall be reviewed and amended as appropriate to incorporate details relating to Additional Services agreed following a Care Plan review or otherwise agreed by the Parties after the commencement of the relevant IPA.
- 12.1.11 In the event that the Contracting Body requests that a Children's Home Placement is to be retained for an agreed period of time, the Contracting Body and the Provider may agree a Retainer Price which will be as per the Pricing Schedule where a Price is submitted, that will be payable over this period prior to the commencement of the Placement. The Retainer Price and the period to which it relates shall be specified in the IPA.

12.1.12 The Price will be payable from the date the Placement commences. If practicable the IPA will be issued prior to the date of Placement commencement. In emergency Placement where this is not possible, an IPA shall be issued as soon as possible after the date of commencement of the Placement but in any event no later than seven days thereafter.

12.1.13 The Contracting Body shall complete and sign the IPA and send to the Provider for approval and signature, and the Provider will (subject to any outstanding issues requiring agreement, which both Parties shall use reasonable endeavours to resolve as soon as possible) complete and return a signed copy of the completed IPA to the Provider within five (5) Working Days of receipt.

## **12.2 VARIATIONS TO THE IPA AND PLACEMENT REVIEWS**

12.2.1 Variations to an IPA shall only be made in writing and signed and dated by both the Provider and the Contracting Body and recorded in/as a continuation of the IPA.

12.2.2 Either Party may reasonably request a Review Meeting and consider what variations (if any) are required to be made resulting from changes in the needs of the Child.

12.2.3 Urgent Review Meetings shall normally be convened no later than five (5) Working Days of a request and the Parties shall use their respective reasonable endeavours to arrange an urgent Review Meeting within 72 hours of the request.

12.2.4 The IPA shall be reviewed as a minimum in accordance with the statutory requirements. Wherever possible, education, social care, health and other reviews shall take place together.

12.2.5 Where the Child has consistently refused to take up any Additional Services or Therapy and/or Education where they are delivered as a Flexible Service (see Service Specification for further information), over a period of 28 days, the Provider shall notify the Contracting Body within seven days of the expiry of the 28 day period, of such refusal. The Contracting Body will agree whether the Additional Services are to continue to be offered to the Child. Any changes in this regard shall be an amendment to the IPA.

12.2.6 Following Review Meetings any changes discussed regarding the IPA shall not be implemented until all relevant documentation has been updated and agreed by both Parties in writing.

12.2.7 In the event of any changes to the Service and the Price, including, where relevant, the Flexible Services and the Additional Services, the Contracting Body in consultation with the Provider will complete and sign an amended IPA. The Provider shall sign the amended IPA, if in agreement, and return the IPA as amended to the Contracting Body within five Working Days of receipt. The Provider and the Contracting Body shall use their best endeavours to reach agreement in the event of any outstanding disagreement in the drafting of any amendments in relation thereto.

12.2.8 Changes to the Services including, where relevant, the Flexible Services and Additional Services, shall not be implemented until the amended IPA is signed unless this is agreed in writing by the Provider in advance in which case both Parties shall confirm in writing the Services to be provided, the Price thereof and the date of commencement of provision.

12.2.9 Any change in the Services provided and the Price agreed may only be charged for and invoiced from the date the change in Service commences.

### **12.3 OTHER FACTORS AFFECTING THE PLACEMENT**

12.3.1 The Provider shall give the Contracting Body notification as soon as reasonably possible of any matters affecting the maintenance and stability of the Placement.

12.3.2 The Provider shall regularly monitor the Child's placement and give regular feedback to the Contracting Body. If the matters notified under clause 12.3.1 continue to have a disruptive influence on the Placement, a placement review meeting will be held to agree a corrective course of action.

12.3.3 The Provider and the Contracting Body shall ensure that any course of action agreed pursuant to clause 12.3.2 above is acted upon immediately or within such timescale as is agreed.

12.3.4 In the event that it is agreed that the best interests of the Child will be met by identifying an alternative Placement, both Parties will work together to provide a smooth and planned transition between Placements.

12.3.5 Delegated Authority - the Provider shall comply with the "*Delegation of Authority: Amendments to the Children Act 1989 Guidance and Regulations Volume 2 Care Planning, Placement and Case Review. July 2013*" and will ensure that all Registered Managers are aware of and comply it and the Child's Care Plan and discuss with the child's social worker if authority is not delegated appropriately.

### **12.4 ABSENCES AND UNAUTHORISED ABSENCES**

12.4.1 Where the Child becomes absent from the Children's Home and/or care of the Provider for a continuous period of twenty-one (21) days due to hospitalisation, or seven (7) days for any other reason:

12.4.1.1 The IPA shall be reviewed in good faith and, if appropriate, the Price may be varied with agreement of the Contracting Body and the Provider to take regard of the Services actually delivered; or

12.4.1.2 The Contracting Body and the Provider may agree to terminate the IPA in accordance clause 30

12.4.2 The Contracting Body and the Provider shall agree whether or not the Children's Home Placement shall be retained, during the Child's absence for an agreed period of time (the "Retention Period"). This decision shall be detailed in the amended IPA.

- 12.4.3 In the event that the Child's Absence continues after the Retention Period the IPA shall terminate, unless the Contracting Body and Provider agree otherwise in writing.
- 12.4.4 Whilst the Placement, or any retention arrangement, remains in force, the Provider may not place another child in the absent Child's Placement. This will not affect any additional placements the Provider may have.
- 12.4.5 Should a Child go missing, or is absent without authorisation, the Provider shall notify the Contracting Body as a matter of urgency and shall comply with the Pan Lancashire Safeguarding Procedures and Children Missing Policy and Protocol and where applicable any equivalent safeguarding procedures and policies with the other Contracting Body.

## 12.5 TRANSPORT

- 12.5.1 The Provider shall undertake all reasonable measures to ensure the safety of Children when being transported by the Provider's Staff.
- 12.5.2 The Provider shall ensure that account is taken of any risk assessments in respect of transporting the Child. Risk assessments in relation to all Placements will include risks associated with travel.
- 12.5.3 The Provider shall carry out the necessary checks to ensure that all Staff who drive Children have valid licences and current vehicle insurance appropriate to the type of transport being provided, have a current MOT certificate if appropriate and that the number of passengers shall never exceed the insured or licensed maximum.
- 12.5.4 The Provider shall ensure in relation to vehicles owned or driven by its Staff in connection with the Services that all vehicles used to transport Children (and any additional equipment on the vehicle) are maintained and serviced in accordance with the manufacturer's instructions, with full records being kept to verify this.
- 12.5.5 The Provider shall ensure in relation to its Staff that all vehicles used to transport Children are suitable for the type and condition of users to be carried and that each vehicle is fitted with working seatbelts or personal restraints which conform to the relevant British Standard and the Provider shall issue appropriate instructions to ensure that they are used in all instances.
- 12.5.6 The Provider shall require that all of its Staff when required to drive as part of the Service delivery shall drive safely and with consideration to passengers' and other road user's needs. This shall include conforming to all road traffic legislation and a prohibition against driving whilst under the influence of alcohol or drugs, when excessively tired, or otherwise in circumstances that would present an unreasonable risk to themselves or others.
- 12.5.7 In the event that the Provider sub-contracts or pays for transport or escort services for Children, the Provider shall ensure that it imposes written terms with those sub-contractor/s requiring compliance with all relevant road safety legislation and that all drivers and escorts shall have a current enhanced DBS check with no adverse disclosures (which shall include any motoring offences).

12.5.8 The Provider is expected to fund the day to day transport needs for the children and young people as detailed in Schedule 1: Service Specification (Core Cost). This includes transport required to enable the child to have contact with friends and their local community.

12.5.9 Only in extenuating circumstances as confirmed and agreed by the Contracting Body will consideration be given to a contribution by the Contracting Body towards transport costs. Any agreement must be at the express approval of an appropriate Children's Social Care Team Manager and must be made in writing to the Provider with confirmation of a clear time limited stated deadline.

## **12.6 MANAGING FINANCES ON BEHALF OF THE CHILD**

12.6.1 The Provider shall operate clear policies and procedure in relation to Staff supporting Children in managing personal finances (including:

- a. Written guidance for staff on roles and processes
- b. Guidance on completion of written records;
- c. Resolving differences of view and disputes between the Child and the Provider;
- d. Financial investigations / misappropriation of funds;
- e. Process of internal / external investigations;
- f. Informing the Contracting Body of any concerns;
- g. Support for Children in managing their finances; and
- h. Support for Children in claiming Disability Living Allowance and any other entitlements.

## **12.7 REPORTING OF NOTIFIABLE EVENTS**

12.7.1 The Provider shall comply in full with the notification requirements set out in Regulation 40 of The Children's Homes (England) Regulations 2015. The Provider will ensure that any notifiable event relating to the IPA must be made in writing and sent immediately to the Contracting Bodies Contract Management Team, as per the contact details specified in the IPA.

## **12.8 CONFLICTS OF INTEREST**

12.8.1 The Provider shall use all reasonable endeavours to protect the safety and well-being of Children by taking necessary measures to avoid any confusion of roles or situations in which a conflict of interest might arise.

12.8.2 The Provider shall adopt clear and well-organised procedures to record significant information about any personal relationships or financial or other interests relating to its officers and members of Staff (and the members of the immediate families of its officers and members of Staff) and shall take all necessary steps to prevent a conflict of interest or a potential conflict of interest arising. The Provider shall inform the Contracting Body's

Contract Management Team in the event that a conflict of interest arises and shall notify the Contracting Body of the action taken in response thereto.

## **12.9 MONITORING ARRANGEMENTS**

- 12.9.1 The Provider shall meet and continue to meet the monitoring and outcomes requirements as detailed in Schedule 1 Service Specification and these Terms and Conditions. The Provider shall co-operate with the Contracting Body's Contract Management Team when carrying out monitoring and evaluation activities in relation to these Terms and Conditions.
- 12.9.2 The Provider shall be responsible for monitoring the Child in Placement and use all reasonable endeavours to ensure that the care and Services provided are meeting the Child's needs and fulfilling the individual outcomes including but not limited to ascertaining the views of the Child in Placement, his or her parents or carers where deemed appropriate.
- 12.9.3 The Provider shall have in place, to the Contracting Body's reasonable satisfaction, internal quality monitoring and quality assurance policies and procedures to ensure the Services are of the quality and standard required by these Terms and Conditions.
- 12.9.4 The Contracting Body and Provider agree to work together as far as possible to develop the performance and outcome monitoring on a collaborative basis during the life of the Service Contract.
- 12.9.5 The Contracting Body, or any other such person or body duly authorised by it shall be entitled to monitor the Service Contract and all IPAs to ensure compliance with the legal requirements for the care of Children in Children's Homes, and the Provider shall co-operate to ensure that all Children's Homes reasonably co-operate with such monitoring activities.
- 12.9.6 The Contracting Body agrees that any person, duly authorised by it shall have been suitably trained and shall have the skills to carry out the monitoring and evaluation procedures he or it is tasked to do.
- 12.9.7 The Contracting Body's monitoring and evaluation procedures in relation to the Service Contract shall also take into account and include:
- a. Information obtained from other placing authorities and other professional bodies or agencies, in accordance with information sharing protocols in place.
  - b. The outcome of any investigation as to the Provider's compliance with particular standards;
  - c. Information from any agency that purchases from or monitors or inspects the Provider.
- 12.9.8 The Provider shall use reasonable endeavours to: -

12.9.8.1 Permit any person authorised by the Contracting Body, on production of relevant authorisation, to enter and inspect at any time, with or without notice, any premises where the Provider is providing care to a Child placed by the Contracting Body;

12.9.8.2 Permit any person authorised by the Contracting Body to gain access to information reasonably required, subject to the Data Protection Legislation and other legal constraints. The Provider may request the Contracting Bodies representative to sign a reasonable data sharing agreement appropriately limiting the further disclosure and use of information;

12.9.8.3 Permit any person authorised by the Contracting Body to examine the Provider's organisational structure and procedures with particular reference to: -

- the quality and appropriateness of Staff;
- the support given to Staff;
- supervisions and annual reviews carried out by the Provider of Staff;
- the Provider's policies and procedures; and
- evidence of support and care provided to the Child in Placement; and

12.9.8.4 Provide immediate access, or take such action as may be required in the circumstances to provide access as soon as is practicable (unless the Contracting Body indicates that such access may be provided within a timescale that shall be agreed between the Parties), to records of Children and other such records as the Council may reasonably request.

12.9.9 The Provider shall reasonably co-operate with supplying information as requested by the Council in line with the monitoring arrangements under these Terms and Conditions.

## **STAFF**

### **13. KEY PERSONNEL**

13.1 The Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Contracting Body.

13.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Contracting Body (which shall not be unreasonably withheld or delayed), except by reason of long-term sickness, maternity leave, paternity leave or termination of employment, resignation by the Key Personnel and other extenuating circumstances.

13.3 In the event that the Key Personnel stops providing the Services in accordance with clause 13.2, the Provider shall immediately notify the Contracting Body.

- 13.4 Any replacements to the Key Personnel shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 13.5 Replacements to the Key Personnel shall not have a detrimental impact on the provision of the Services. Where the Provider reasonably considers the change in Key Personnel will have a detrimental impact on the Services, it shall immediately notify the Contracting Body and the parties shall work in good faith to mitigate the risks to Service delivery.
- 13.6 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than twenty eight (28) days (or such other reasonable period as may be agreed between the parties).
- 13.7 The Contracting Body may require the Provider to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 13.8 If the Provider replaces the Key Personnel as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Provider.

#### **14. OTHER PERSONNEL USED TO PROVIDE THE SERVICES**

- 14.1 At all times, the Provider shall ensure that:
- a) each of the Provider's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
  - b) there is an adequate number of Provider's Personnel to provide the Services properly;
  - c) only those people who are authorised by the Provider (having regard to any authorisation procedure agreed in writing between the parties, in the event that such exists) are involved in providing the Services; and
  - d) all of the Provider's Personnel comply with all of the Council's and/or the Contracting Body's policies including those that apply to persons who are allowed access to the applicable Council's or Contracting Body's Premises.
- 14.2 The Contracting Body may refuse to grant access to, and remove, any of the Provider's Personnel who do not comply with any such policies, or if they otherwise present a security threat.
- 14.3 The Provider shall replace any of the Provider's Personnel who the Contracting Body reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Provider's Personnel for any reason, the Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 14.4 The Provider shall maintain up-to-date personnel records on the Provider's Personnel engaged in the provision of the Services and, on request, provide reasonable information to the



Contracting Body on the Provider's Personnel. The Provider shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

14.5 The Provider shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

14.6 The Provider shall immediately notify the Council and the Contracting Body in the event of any significant staffing changes including, but not limited to, an unexpected increase in staff turnover or the increased use of agency staff to deliver commissioned hours.

## **15. SAFEGUARDING SERVICE USERS**

15.1 The Provider shall ensure that all individuals engaged in the provision of the Services are:

- a) subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- b) the Provider shall monitor the level and validity of the checks under this clause 15.1 for each member of its Staff.

15.2 The Provider shall ensure that no member of its Staff is permitted to provide any of the Services until all the necessary checks referred to in clause 15.1 above have been undertaken and the checks are satisfactory

15.3 The Provider warrants that at all times for the purposes of the Service Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services would be barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

15.4 The Provider shall immediately notify the Contracting Body of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 15 have been met.

15.5 The Provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any service users/children/vulnerable adults.

15.6 The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to perform the Services or who may otherwise present a risk to service users. Where a DBS check results in an adverse disclosure in relation to a member of its Staff, the individual shall not be permitted to provide Services under the Service Contract until the Contracting Body has confirmed to the Provider in writing that it is satisfied that the individual is suitable to provide such Services. To enable the

Contracting Body to make an informed decision the Provider shall share all adverse disclosures with the Contracting Body.

15.7 Any Provider member of Staff who is found to be unsuitable as the result of any subsequent checks, shall be immediately removed from access to Children or other vulnerable persons and in the case of a member of Staff, a suitable replacement appointed. The Provider shall inform the Contracting Bodies in the event of any such removal and any actual or possible impact on the Child.

15.8 If any member of Staff is found to be unsuitable as the result of any subsequent checks, the Provider shall ensure that the Child is removed from further contact with such person urgently, that urgent alternative temporary care arrangements are put in place and that a suitable alternative Placement is arranged as soon as possible. The Provider shall consult with the Contracting Body prior to any such removal if possible or as soon as practicable if immediate contact cannot be made.

15.9 The Provider shall include in any agreement in of employment with its Staff, a requirement that those individuals coming into contact with a Child shall have a positive duty to inform the Provider immediately should he or she be charged with or convicted of a criminal offence other than minor motoring offences not punishable by a sentence of imprisonment.

15.10 In the event that it is alleged that any of the Provider's Staff has by his or her conduct placed a Child at risk or could bring the Council into disrepute the Provider shall suspend the Staff's employment and carry out an investigation and shall act appropriately in response to the outcome of the investigation.

15.11 Any member of the Provider's Staff directly providing the Services shall have received the relevant level, (taking into account the particular role of each individual member of the Provider's Staff), of safeguarding training. Please see the below link which includes learning and development resources from the Children's Safeguarding Assurance Partnership (CSAP):

[Learning & Development - Children's Safeguarding Assurance Partnership \(safeguardingpartnership.org.uk\)](https://safeguardingpartnership.org.uk)

15.12 The Provider shall provide a mix of qualified and/or experienced Staff capable of responding in a sensitive and caring way to the needs of the individual Children. The range of qualifications and level of staffing and experience shall be provided in accordance with the needs

of individual Children as outlined in their individual Care Plan, the Specification, Ofsted requirements and the Provider's statement of purpose.

15.13 The Provider will ensure that there is a sufficient number of suitably qualified, competent and experienced Staff to carry out the tasks as required in the Specification and under each IPA to meet the needs of Children placed and to safeguard and promote the health and welfare of Children placed in their Homes and that they are adequately trained to carry out the tasks required.

15.14 The Provider shall ensure that its Staff understand the nature and purpose of the Services that they are providing (including the Provider's policies and procedures). In order to achieve this all Staff must undertake a suitable induction programme and receive on-going training/development and supervision that is relevant to the tasks that they are required to perform.

15.15 The Provider shall introduce and/or keep in place training and development programmes that ensure its Staff fulfil the aims of the Service and meet the needs of any Child who is the subject of a Placement. The training and development programme should take into account any relevant change in legislation, regulation or guidance concerning the provision of the Services.

15.16 The Provider must use reasonable endeavours to ensure that an appropriate infrastructure is in place and maintained to ensure that all requirements of the Service Contract, Specification and each IPA under it are met.

15.17 The Contracting Body shall have the right without incurring any cost (without prejudice to the Provider's continuing liability to provide the services hereunder) to require the Provider immediately on receipt of notice to remove any of the Staff from involvement with the services:

15.17.1 who has failed to comply with any rules standards regulations or arrangements affecting the same;

15.17.2 who (in the opinion of the Contracting Body) has misconducted himself or been negligent, incompetent or considered unsuitable; or

15.17.3 whom the Contracting Body learns the Staff has a conviction.

15.18 The Provider shall indemnify and keep the Contracting Body fully and effectually indemnified from and against all losses liabilities claims actions demands proceedings costs

charges and expenses made against or incurred by the Contracting Body as a result of actions by any Staff in respect of a breach of clause 15.

15.19 The Provider will comply with the Children's Homes (England) Regulations 2015 and all other relevant and subsequent legislation, regulations and statutory guidance in relation to Children's Homes and the delivery of the Services. The Provider must ensure that it is aware of and acts in accordance with any relevant new or revised legislation, regulations and statutory guidance that are published during the period of the Service Contract.

15.20 The Provider is required to have recruitment procedures for Staff in place and available for audit by the Contracting Body on request. These systems shall comply with The Children's Homes (England) Regulations 2015. The Provider shall operate adequate recruitment and selection procedures that will allow it to employ only such persons who satisfy the requirements of Clauses 28, 29, 30, 31, 32 and 33 of The Children's Homes (England) Regulations 2015.

## **16. NOT USED**

### **CONTRACT MANAGEMENT**

## **17. REPORTING AND MEETINGS**

17.1 The Provider shall provide the reports and attend meetings as set out within the Specification.

## **18. MONITORING**

18.1 The Contracting Body shall monitor the performance of the Services by the Provider in accordance with Schedule 2 and Schedule 5.

18.2 The Provider shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Contracting Body in carrying out the monitoring referred to in clause 18.1 at no additional charge to the Contracting Body.

## **19. CHANGE CONTROL**

19.1 Any requirement for a Change, including the need for any Additional Services shall be subject to the Change Control Procedure.

## **20. DISPUTE RESOLUTION**

20.1 Either party may call an extraordinary meeting of the parties by service of not less than 7 days' written notice (or such other period as may be agreed in writing) and each party agrees to procure that its Authorised Representative together with any other member of Key

Personnel requested to attend by the Contracting Body (if any) shall attend all extraordinary meetings called in accordance with this clause.

- 20.2 The members of the relevant meeting shall use their best endeavours to resolve disputes arising out of the Service Contract. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to the Provider's Managing Director or the Contracting Body's nominated representative (or other senior officers of the parties as may be appropriate and agreed from time to time) who shall co-operate in good faith to resolve the dispute as amicably as possible within fourteen (14) days of service of such notice. If the officers referred to in this clause 20.2 fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 20.3 The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution for the exchange of relevant information and for setting the date for negotiations to begin.
- 20.4 Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly, all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until twenty one (21) days after the parties have failed to reach a binding settlement by mediation (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).
- 20.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly Authorised Representative of each of the parties, shall remain binding on the parties.
- 20.6 The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

## **21. SUB-CONTRACTING AND ASSIGNMENT**

- 21.1 The Provider shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under the Service Contract without the prior written consent of the Contracting Body, neither may the Provider sub-contract the whole or any part of its obligations under the Service Contract except with the prior written consent of the Contracting Body, such consent not to be unreasonably withheld or delayed.
- 21.2 In the event that the Provider enters into any Sub-Contract in connection with the Service Contract it shall:

- a) remain responsible to the Contracting Body for the performance of its obligations under the Service Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
- b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to the Service Contract and shall procure that the Sub-Contractor complies with such terms; and
- c) provide a copy, at no charge to the Contracting Body, of any such Sub-Contract on receipt of a request for such by the Contracting Body's Authorised Representative.

21.2 Subject to clause 21.5, the Contracting Body may assign, novate or otherwise dispose of its rights and obligations under the Service Contract or any part thereof to:

- (a) any Contracting Body; or
- (b) any other body established by the Contracting Body or under statute in order substantially to perform any of the functions that had previously been performed by the Contracting Body ; or
- (c) any private sector body which substantially performs the functions of the Contracting Body,

provided that any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under the Service Contract.

21.4 Any change in the legal status of the Contracting Body such that it ceases to be a Contracting Body shall not, subject to clause 21.3, affect the validity of the Service Contract. In such circumstances, the Service Contract shall bind and inure to the benefit of any successor body to the Contracting Body.

21.5 If the rights and obligations under the Service Contract are assigned, novated or otherwise disposed of pursuant to a body which is not a Contracting Body or if there is a change in the legal status of the Contracting Body such that it ceases to be a Contracting Body (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- (a) the rights of termination of the Contracting Body in clause 30 (Termination For Breach) shall be available to the Provider in the event of respectively, the bankruptcy or insolvency, of the Transferee.

21.6 The Contracting Body may disclose to any Transferee any confidential information of the Provider which relates to the performance of the Provider's obligations under the Service Contract. In such circumstances the Contracting Body shall authorise the Transferee to use such confidential information only for purposes relating to the performance of the Provider's obligations under the Service Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such confidential information.

21.7 Each party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Service Contract .

## LIABILITY

### 22. INDEMNITIES

22.1 Subject to Clause 22.5, the Provider shall indemnify and keep indemnified the Contracting Body against all liabilities, costs, expenses, damages and losses incurred by the Contracting Body arising out of or in connection with:

(a) the Provider's breach or negligent performance or non-performance of this Service Contract ;

(b) any claim made against the Contracting Body arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Service Contract by the Provider or Provider Personnel;

(c) the enforcement of these Terms and Conditions .

22.2 Subject to Clause 22.5, the Provider shall indemnify the Contracting Body against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Contracting Body arising out of or in connection with:

(a) any claim made against the Contracting Body by a third party for death, personal injury or damage to property arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Service Contract by the Provider, its employees, agents or subcontractors.

22.3 Liability under the indemnity at clause 22.2 is conditional on the Contracting Body discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Contracting Body which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the Contracting Body shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the Provider specifying the nature of the Claim in reasonable detail;

(b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Provider (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Contracting Body may settle the Claim (after giving prior written notice of the terms of

settlement (to the extent legally possible) to the Provider but without obtaining the Provider's consent) if the Contracting Body reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;

- (c) give the Provider and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Contracting Body so as to enable the Provider and its professional advisers to examine them and to take copies (at the Provider's expense) for the purpose of assessing the Claim; and
- (d) subject to the Provider providing security to the Contracting Body to the Contracting Body's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Provider may reasonably request to avoid, dispute, compromise or defend the Claim.

22.4 If a payment due from the Provider under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Contracting Body shall be entitled to receive from the Provider such amounts as shall ensure that the net receipt, after tax, to the Contracting Body in respect of the payment is the same as it would have been were the payment not subject to tax.

22.5 The indemnities provided under Clause 22.1 and 22.2 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Contracting Body are directly caused (or directly arise) from the negligence or breach of the Service Contract by the Contracting Body or its Representatives.

22.6 Nothing in this clause shall restrict or limit the Contracting Body's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this clause.

### **23. LIMITATION OF LIABILITY**

23.1 Subject to clauses 22.2 and 23.5, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Service Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, savings (whether anticipated or otherwise), goodwill or business opportunities whether direct or indirect.

23.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to these Terms and Conditions

23.3 Subject to clause 23.5, the Contracting Body's total aggregate liability in relation to each individual Service Contract to which these Terms and Conditions relate:

:



- a) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Service Contract (other than a failure to pay any of the Charges that are properly due and payable and for which the Contracting Body shall remain fully liable), shall in no event 100% of the aggregate Charges paid under or pursuant to the Service Contract in the subsequent Contract Year in respect of which the claim arises.

23.4 Subject to clause 23.5, the Provider's total aggregate liability:

- a) in respect of the indemnities given by the Provider in clauses 22.1,22.2, and 29.5 is unlimited;
- b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Service Contract, shall in no event exceed the greater of £1million or 150% of the aggregate Charges paid (or due to be paid) under or pursuant to this Service Contract in the subsequent Contract Year in respect of which the claim arises.

23.5 Notwithstanding any other provision of these Terms and Conditions neither party limits or excludes its liability for:

- a) Fraud or fraudulent misrepresentation;
- b) death or personal injury caused by its negligence;
- c) breach of Data Protection Legislation;
- d) breach of any obligation as to title implied by statute;  
or
- e) any other act or omission, liability for which may not be limited under any Applicable Law.

## **24 INSURANCE**

24.1 The Provider shall at its own cost effect and maintain with a reputable insurance company such policies of insurance as are reasonably required for the delivery of the Services including but not limited to the following: -

24.1.1 public liability insurance with a limit of indemnity of not less than £5,000,000 (FIVE MILLION POUNDS) in relation to any one claim arising out of each and every event without limit on the number of claims in any one year or other period and such insurance shall expressly by its terms confer its benefits on the Contracting Body. Such insurance policy shall not limit or exclude any claims relating to sexual abuse, exploitation, molestation, emergency first aid or incidental treatment;

24.1.2 employer's liability insurance with a limit of indemnity of not less than £10,000,000 (TEN MILLION POUNDS);

24.1.3 professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in relation to any one claim or series of claims without limit on the number of claims in any one year and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

24.1.4 appropriate compulsory motor insurance where the Services involves the transportation of Service Users,

24.2 (the "**Required Insurances**") in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the Service Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

24.3 The Provider shall give the Contracting Body, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

24.4 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Contracting Body may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

24.5 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Service Contract.

24.6 The Provider shall hold and maintain the professional indemnity insurance for a minimum of six years following the expiration or earlier termination of the Service Contract.

## **INFORMATION**

### **25 FREEDOM OF INFORMATION**

25.1 The Provider acknowledges that the Contracting Body is subject to the requirements of the FOIA and the EIRs and shall assist and co-operate with the Contracting Body (at the Provider's expense) to enable the Contracting Body to comply with these information disclosure requirements.

25.2 The Provider shall and shall procure that its Sub-Contractors shall:

- a) transfer the Request for Information to the Contracting Body as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;
- b) provide the Contracting Body with a copy of all Information in its possession or power in the form that the Contracting Body requires within five (5) Working Days

(or such other period as the Contracting Body may specify) of the Contracting Body requesting that Information; and

- c) provide all necessary assistance as reasonably requested by the Contracting Body to enable the Contracting Body to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIRs.

25.3 The Contracting Body shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs; and/or
- b) is to be disclosed in response to a Request for Information.

25.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Contracting Body.

25.5 The Provider acknowledges that the Contracting Body may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice (issued under section 45 of the FOIA, July 2018), be obliged under the FOIA or the EIRs to disclose Information:

- a) without consulting with the Provider; or
- b) following consultation with the Provider and having taken its views into account,

provided always that where clause 25.5(b) applies the Contracting Body shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

25.6 The Provider shall ensure that all Information produced in the course of the Service Contract or relating to the Service Contract is retained for disclosure and shall permit the Contracting Body to inspect such records as requested from time to time.

25.7 The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Contracting Body may nevertheless be obliged to disclose Confidential Information in accordance with clause 25.5.

## **26 DATA PROTECTION**

26.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**26.2 Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation under these Terms and Conditions, and any material breach of the UK Data Protection Legislation in relation to these Terms and Conditions by one party shall, if not remedied within thirty( 30) days of written notice from the other party, give grounds to the other party to terminate the Service Contract with immediate effect.

**26.3 Particular obligations relating to data sharing.** Each party shall:

26.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

26.3.2 give full information to any data subject whose personal data may be processed under the Terms and Conditions of the nature of such processing. This includes giving notice that, on the termination of the Service Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

26.3.4 process the Shared Personal Data only for the Agreed Purposes;

26.3.5 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

26.3.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms and Conditions:

26.3.7 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

26.3.8 not transfer any personal data received from the Data Discloser outside the UK unless the transferor:

26.3.9 complies with the provisions of Articles 26 of the UKGDPR (in the event the third party is a joint controller); and

26.3.10 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 of the UK

GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

**26.4 Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation in relation to these Terms and Conditions. In particular, each party shall:

26.4.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

26.4.2 promptly inform the other party about the receipt of any data subject access request. Data subjects have a right of access and a right of correction in respect of their personal data which the Provider holds about them, in accordance with Data Protection Legislation and the Provider shall be the contact point for data subjects wishing to exercise their rights in respect of personal data held about them in connection with the delivery of the Services;

26.4.3 provide the other party with reasonable assistance in complying with any data subject access request;

26.4.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever reasonable;

26.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

26.4.6 notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;

26.4.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Service Contract unless required by law to store the personal data;

26.4.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

26.4.9 maintain complete and accurate records and information in relation to the Service Contract to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and

26.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

26.5 Each party shall be liable for all liabilities, damages, direct losses, fines, all interest, penalties, reasonable legal costs and expenses incurred by the other party arising from, or in connection with, any breach for which the relevant party is entitled to bring a claim against the other party under this clause 26. Neither party shall be liable to the other party except insofar as the liabilities, damages, direct losses, fines, interest, penalties, reasonable legal costs and expenses are directly caused (or directly arise) from the negligence or breach of clause 26 by that party.

## **27 CONFIDENTIALITY**

27.1 Subject to clause 27.2, the parties shall keep confidential all matters relating to the Service Contract and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.

27.2 Clause 27.1 shall not apply to any disclosure of information:

- a) required by any Applicable Law, provided that clause 25.1 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;
- b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under the Service Contract;
- c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 27.1;
- d) by the Contracting Body of any document to which it is a party and which the parties to the Service Contract have agreed contains no commercially sensitive information;
- e) to enable a determination to be made under clause 20;
- f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- g) by the Contracting Body to any other department, office or agency of the Government; and
- h) by the Contracting Body relating to the Service Contract and in respect of which the Provider has given its prior written consent to disclosure.

27.3 On or before the Termination Date the Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Authorities' employees, rate-payers or Service Users, are delivered up to the Contracting Body or securely destroyed.

## **28 AUDIT**

28.1 During the Term and for a period of 7 years after the Termination Date, the Contracting Body may conduct or be subject to an audit for the following purposes:

- a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with the Service Contract) and/or the costs of all Providers (including Sub-Contractors) of the Services at the level of detail agreed in Clause 11 (Charges and Payment);
- b) to review the integrity, confidentiality and security of any data relating to the Contracting Body or any Service Users;
- c) to review the Provider's compliance with the FOIA clause 25 (Freedom of Information) and compliance with the Data Protection Legislation in accordance with clause 26 (Data Protection) any other legislation applicable to the Services;
  - d) to review any records created during the provision of the Services;
  - e) to review any books of account kept by the Provider in connection with the provision of the Services;
  - f) to carry out the audit and certification of the Contracting Body's accounts;
  - g) to carry out an examination pursuant to sections 7ZA of the National Audit Act 1983 (as amended) of the economy, efficiency and effectiveness with which the Contracting Body has used its resources;
  - h) to verify the accuracy and completeness of the reports delivered or required by the Service Contract .

28.2 Except where an audit is imposed on the Contracting Body by a Regulatory Body, the Contracting Body may not conduct an audit under this clause 28 more than twice in any calendar year.

28.3 The Contracting Body shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.

28.4 Subject to the Contracting Body's obligations of confidentiality, the Provider shall on demand provide the Contracting Body and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- a) all information requested by the above persons within the permitted scope of the audit;

- b) reasonable access to any sites controlled by the Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- c) access to the Provider's Personnel.

28.5 The Contracting Body shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

28.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under the Service Contract in any material manner by the Provider in which case the Provider shall reimburse the Contracting Body for all the Contracting Body's reasonable costs incurred in the course of the audit.

28.7 If an audit identifies that:

- a) the Provider has failed to perform its obligations under the Service Contract in any material manner, the parties shall agree and implement a remedial plan. If the Provider's failure relates to a failure to provide any information to the Contracting Body about the Charges, proposed Charges or the Provider's costs, then the remedial plan shall include a requirement for the provision of all such information;
- b) the Contracting Body has overpaid any Charges, the Provider shall pay to the Contracting Body the amount overpaid within 20 days. The Contracting Body may deduct the relevant amount from the Charges if the Provider fails to make this payment; and
- c) the Contracting Body has underpaid any Charges, the Contracting Body shall pay to the Provider the amount of the under-payment less the cost of audit incurred by the Contracting Body if this was due to a default by the Provider in relation to invoicing within 20 days.

## **29 INTELLECTUAL PROPERTY**

29.1 All Intellectual Property in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- (a) furnished to or made available to the Provider by or on behalf of the Contracting Body shall remain the property of the Contracting Body; and
- (b) prepared by or for the Provider on behalf of the Contracting Body for use, or intended use, in relation to the performance by the Provider of its obligations under the Service Contract shall belong to the Contracting Body;

and the Provider shall not, and shall ensure that the Provider's Personnel shall not, (except when necessary for the performance of the Service Contract) without prior written approval of the Contracting Body, use or disclose any Intellectual Property in the IP Materials.



- 29.2 The Provider hereby assigns to the Contracting Body, with full title guarantee, all Intellectual Property which may subsist in the IP Materials prepared in accordance with clause 29.1 (b). The Provider shall execute all documentation necessary to execute this assignment.
- 29.3 The Provider shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Service Contract or the performance of the Service Contract.
- 29.4 The Provider shall ensure that the third party owner of any Intellectual Property that are or which may be used to perform the Service Contract grants to the Contracting Body a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Contracting Body an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Contracting Body to sub-license, transfer, novate or assign to other Contracting Authorities, the replacement Provider or to any other third party supplying services to the Contracting Body.
- 29.5 The Provider shall not infringe any Intellectual Property of any third party in supplying the Services and shall, during and after the Service Contract, indemnify and keep indemnified and hold the Contracting Body harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Contracting Body or the Contracting Body may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- (a) items or materials based upon designs supplied by the Contracting Body; or
  - (b) the use of data supplied by the Contracting Body which is not required to be verified by the Provider under any provision of the Service Contract.
- 29.6 The Contracting Body shall notify the Provider in writing of any claim or demand brought against the Contracting Body for infringement or alleged infringement of any Intellectual Property in materials supplied or licensed by the Provider.
- 29.7 The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property in materials supplied or licensed by the Provider, provided always that it:
- (a) shall consult the Contracting Body on all substantive issues which arise during the conduct of such litigation and negotiations;
  - (b) shall take due and proper account of the interests of the Contracting Body; and
  - (c) shall not settle or compromise any claim without the prior written approval of the Contracting Body (not to be unreasonably withheld or delayed).
- 29.8 The Contracting Body shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Contracting Body or by a third party for infringement or alleged infringement of any third party Intellectual Property in connection with the performance of the Provider's obligations under the Service Contract and the Provider shall indemnify

the Contracting Body for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not, however, be required to indemnify the Contracting Body in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 29.5(a) or (b).

- 29.9 The Contracting Body shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property by the Contracting Body or the Provider in connection with the performance of its obligations under the Service Contract .
- 29.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property is made in connection with the Service Contract or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the Contracting Body and, at its own expense and subject to the consent of the Contracting Body (not to be unreasonably withheld or delayed), use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or
  - (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Contracting Body,
- and in the event that the Provider is unable to comply with clauses 29.7(a) or (b) within twenty (20) Working Days of receipt of the Provider's notification the Contracting Body may terminate the Service Contract with immediate effect by notice in writing.
- 29.11 The Provider grants to the Contracting Body a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property that the Provider owned or developed prior to the Commencement Date and which the Contracting Body reasonably requires in order exercise its rights and take the benefit of the Service Contract including the Services provided.

## **TERMINATION**

### **30 TERMINATION ON NOTICE OR BREACH**

- 30.1 The Contracting Body may voluntarily terminate the Service Contract where a contract is called off the PDPS (other than an Individual Placement Agreement), such as a block contract by giving the Provider not less than six (6) months' written notice at any time after the Commencement Date (or a lesser period if mutually agreed).

30.2 The Contracting Body may terminate the Service Contract in whole or part with immediate effect by the service of written notice on the Provider in the following circumstances:

- a) if the Provider is in breach of any material obligation under these Terms and Conditions provided that if the breach is capable of remedy, the Contracting Body may only terminate the Service Contract under this clause 30.2 if the Provider has failed to remedy such breach within 14 days (or such other longer period if stipulated by the Contracting Body in writing) of receipt of notice from the Contracting Body (a **Remediation Notice**) to do so;
- b) if a Consistent Failure has occurred;
- c) if a Catastrophic Failure has occurred;
- d) if a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;
- e) if the Provider ceases or threatens to cease to carry on business in the United Kingdom;
- f) if there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the Provider to which the Contracting Body reasonably objects.
- g) Where the Provider has committed a Prohibited Acts.
- h) Where the Provider fails to meet the reasonable requirements of any Regulatory Body, and unreasonably fails to put in place an agreed Action Plan between the Provider and the Regulatory Body to put this right, or the Provider unreasonably fails to meet the requirements of the agreed action plan within a reasonable period of time;
- i) Where the Provider fails to act, if aware that someone within the Placement has taken financial advantage of the Child;
- j) Where the Provider fails to notify the Council if they are made aware that anyone working for the Provider or living in the Placement is convicted of a First Schedule offence under the Children and Young Person's Act 1933 or is placed on the Sex Offenders Register (unless the Services offered specialise in the Placement of Schedule 1 offenders); or
- k) Where the Provider fails to notify the Contracting Body if they are made aware that anyone working for the Provider has any allegations made against them of a serious nature, resulting in a child protection investigation being carried out.

30.4 Where the Contracting Body has reasonable grounds to suspect that the actions of the Provider presents a risk to the well-being of any Child or is guilty of a serious offence the Contracting Body may investigate in accordance with these Terms and Conditions and the Specification.

30.5 The termination of the Service Contract shall not affect liability for any payments due to either party before the termination date.

30.6 Termination of the Service Contract shall not prejudice the rights of either party or any Child that have arisen on or before the date of termination.

30.7 The Contracting Body may terminate the Service Contract in accordance with the provisions of this clause 30 and clauses 31-33.

30.8 If the Service Contract is terminated by the Contracting Body for cause such termination shall be at no loss or cost to the Contracting Body and the Provider hereby indemnifies the Contracting Body against any such losses or costs which the Contracting Body may suffer as a result of any such termination for cause.

#### **Inability to comply with the terms of the Service Contract**

30.9 The Provider shall give notice to the Contracting Body as soon as reasonably possible if it finds it is unable permanently or temporarily to meet the conditions of the Service Contract, and an Action Plan with timescales shall be agreed by both Parties.

30.10 The Contracting Body may assist the Provider in continuing to provide the Services to the Child in order to meet the best interests of the Child or where the Provider's inability is of a temporary nature. Such assistance by the Contracting Body shall not be regarded as a waiver of any breach of the Provider's obligations under these Terms and Conditions. The Price for the Services, including any Additional Services Fee, during this period shall be negotiated and any reduced Price or Additional Fee shall be agreed to in good faith by both the Contracting Body and the Provider.

30.11 If the Provider unreasonably fails to remedy the situation notified to the Contracting Body under Clause 32.2 within the agreed timescale then the Contracting Body shall convene a Review Meeting.

#### **TERMINATION OF IPAs**

30.12 The parties shall act at all times in relation to the Service Contract and each IPA in good faith in order to meet the needs of the Children subject to Placements. Where either party terminates the Service Contractor an IPA each party shall take such steps as are reasonable to achieve a smooth transition of the care arrangements for each affected Child.

30.13 An IPA may end by the expiry of the term/period specified in the IPA or by termination on the following periods of notice in writing by either party:

30.13.1 One day if the Child has been in the Placement for seven days or less;

30.13.2 Seven days if the Child has been in the Placement for more than seven days and less than twelve weeks; and

30.13.3 Twenty-eight days if the Child has been in the Placement for more than twelve weeks.

30.14 The Contracting Body may terminate the IPA by the giving of seven days' notice to the Provider, in the following circumstances:

30.14.1.1 Absence for a continuous period for twenty-eight days due to hospitalisation, unless the Provider and Contracting Body agree otherwise;

30.14.1.2 Absence for a continuous period of seven days due to any other reason, unless the Provider and Contracting Body agree otherwise.

30.14.1.3 Changes to the Child's Care Plan including those resulting from court orders.

30.14.1.4 The Provider receiving an inspection rating of Inadequate from the Regulatory Body.

30.14.1.5 Where notifiable event/ events have occurred and it is not in the best interest of the Child to remain within the Placement.

30.15 The IPA shall terminate automatically and immediately:

30.15.1.1 If a Court decides that the Child should be placed in secure accommodation, a secure hospital, or other place of lawful detention for more than 72 hours, or discharges the care or interim care order.

30.15.1.2 It is agreed in writing by the Contracting Body that the Child's needs, safety or welfare can no longer be met by the Placement and/or Placement arrangements have irretrievably broken down;

30.15.1.3 Where the Child being aged 16 years and above discharges himself from the Placement.

30.15.1.4 Seven days following death of the Child;

For Placements lasting longer than seven days, a Provider must give a minimum of seven days' notice (or otherwise mutually agreed notice period, such as mutual agreements made at an urgent review meeting) in the following circumstances. The contractual terms state that the Provider must manage the risk appropriately during this notice period. Seven days notice period is required where:

30.15.2 A risk assessment has concluded that significant risk cannot be adequately managed within the placement;

- 30.15.3 The Placement's continuation puts the Child, or any other Child at risk of harm
- 30.15.4 The Child's needs cannot be met;
- 30.15.5 The Placement has broken down;
- 30.15.6 There is potential for significant harm to the Child or another Child accessing the Service or to the Service's staff
- 30.15.7 A serious behavioural management issue, beyond agreed action to be taken in circumstances as outlined in the Child's individual behaviour management plan;
- 30.15.8 Where support needs change to the extent that they can no longer be accommodated under the terms of the Placement ;
- 30.16 By agreement, or by reasonable notice from one Party (which is likely to be of immediate effect), the IPA shall terminate where both parties agree or either party reasonably believes that:
- 30.16.1 A risk assessment has concluded that significant risk cannot be adequately managed within the Placement;
- 30.16.2 The Placement's continuation puts the Child, or any other Child or person at risk of harm;

### **31 TERMINATION ON MANDATORY GROUNDS**

- 1 31.1 The Contracting Body is required by virtue of Regulation 73 of the Public Contracts Regulations 2015 to ensure that all contracts which it awards contain provisions enabling the Contracting Body to terminate those contracts under certain circumstances. Thus the Contracting Body will terminate the whole of the Service Contract with immediate effect by the service of a written notice on the Provider in the following circumstances:
- 31.1.1 where the Service Contract has been subject to a substantial modification which will include any change in the Service Contract irrespective of the monetary value and which meets one or more of the following conditions:
- i) materially alters the character of the Service Contract; or
  - ii) would have allowed other potential Providers to participate in the procurement procedure other than those initially selected or allowed for the acceptance of a tender other than that originally accepted; or
  - iii) attracted additional Providers in the procurement procedure; or

iv) the modification changes the economic balance of the Service Contract in favour of the Provider in a manner which was not provided for in the original Service Contract ; or

v) the modification extends the scope of the Service Contract considerably; or

vi) a new Provider replaces the Provider other than where the change arises from a clear and precise unequivocal review clause or the exercising of an option which outlines the scope and nature of the possible modification as well as the conditions under which the option can be exercised and that the option exercised does not alter the overall nature of the Service Contract or following a universal or partial succession into the position of the Provider following corporate restructuring such as a takeover, merger, acquisition or insolvency and provided that this does not entail other substantial modifications and where the purpose of the modification is not aimed at circumventing procurement law.

31.1.2 where post-award of the Service Contract it is discovered that the Provider should have been excluded from the procurement procedure on certain mandatory exclusion grounds for a breach of Regulation 57 of the Public Contracts Regulations 2015. These exclusion grounds are where the Provider has been convicted of any of the offences that are detailed in Regulation 57.

## **32 FORCE MAJEURE**

32.1 Subject to the remaining provisions of this clause 32, neither party to Service Contract shall be liable to the other for any delay or non-performance of its obligations under the Service Contract to the extent that such non-performance is due to a Force Majeure Event.

32.2 In the event that either party is delayed or prevented from performing its obligations under this Service Contract by a Force Majeure Event, such party shall:

- a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Service Contract; and
- c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

32.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

32.4 The Provider cannot claim relief if the Force Majeure Event is one where a reasonable Provider should have foreseen and provided for the cause in question.

- 32.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Service Contract. Where the Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 32.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under the Service Contract. Following such notification, the Service Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 32.7 The Contracting Body may, during the continuance of any Force Majeure Event, terminate the Service Contract by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than thirty (30) Working Days.

### **33 PREVENTION OF BRIBERY**

- 33.1 The Provider shall not, and shall procure that any Provider Party and all Provider Personnel shall not, in connection with the Service Contract commit a Prohibited Act.
- 33.2 The Provider shall:
- a) if requested, provide the Contracting Body with any reasonable assistance, at the Contracting Body's reasonable cost, to enable the Contracting Body to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
  - b) within ten (10) Working Days of the Commencement Date, and annually thereafter, certify to the Contracting Body in writing (such certification to be signed by an officer of the Provider) compliance with this clause 33 by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with these Terms and Conditions . The Provider shall provide such supporting evidence of compliance as the Contracting Body may reasonably request.
- 33.3 The Provider shall have an anti-bribery policy (which shall be disclosed to the Contracting Body) to prevent any Provider Party or Provider Personnel from committing a Prohibited Act and shall enforce it where appropriate.
- 33.4 If any breach of clause 33.1 is suspected or known, the Provider must notify the Contracting Body immediately.
- 33.5 If the Provider notifies the Contracting Body that it suspects or knows that there may be a breach of clause 33.1, the Provider must respond promptly to the Contracting Body's enquiries, co-operate with any investigation, and allow the Contracting Body to audit books, records and any other relevant documentation. This obligation shall continue for 7 years following the expiry or termination of the Service Contract.



33.6 The Contracting Body may terminate the Service Contract by written notice with immediate effect if the Provider, Provider Party or Provider Personnel (in all cases whether or not acting with the Provider's knowledge) breaches clause 33.1. In determining whether to exercise the right of termination under this clause 33.6, the Contracting Body shall give all due consideration, where appropriate, to action other than termination of the Service Contract unless the Prohibited Act is committed by the Provider or a senior officer of the Provider or by an employee, Sub-Contractor or Provider not acting independently of the Provider. The expression "not acting independently of" (when used in relation to the Provider or a Sub-Contractor) means and shall be construed as acting:

- a) with the Contracting Body; or,
- b) with the actual knowledge;

of any one or more of the directors of the Provider or the Sub-Contractor (as the case may be); or

- c) in circumstances where any one or more of the directors of the Provider ought reasonably to have had knowledge.

33.7 Any notice of termination under clause 33.6 must specify:

- a) the nature of the Prohibited Act;
- b) the identity of the party whom the Contracting Body believes has committed the Prohibited Act; and
- c) the date on which the Service Contract will terminate.

33.8 Notwithstanding the provisions of clause 20 (Dispute resolution), any dispute relating to:

- a) the interpretation of clause 33; or
- b) the amount or value of any gift, consideration or commission,

shall be determined by the Contracting Body and its decision shall be final and conclusive.

33.9 Any termination under clause 33.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Contracting Body.

#### **34 CONSEQUENCES OF TERMINATION**

34.1 On the expiry of the Term or if the Service Contract is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Provider shall co-operate fully with the Contracting Body to ensure an orderly migration of the Services to the Contracting Body or, at the Contracting Body's request, a Replacement Provider.

34.2 On termination of the Service Contract and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Contracting Body before such completion) the Provider shall procure that all data and other material belonging to the Contracting Body (and all media of any nature containing information and data belonging to

the Contracting Body or relating to the Services), shall be delivered to the Contracting Body forthwith and the Provider's Authorised Representative or Chief Executive Officer shall certify full compliance with this clause.

34.3 The provisions of clause 22 (Indemnities), clause 24 (Insurance), clause 25 (Freedom of Information), clause 26 (Data Protection), clause 28 (Audit), clause 30 (Termination on Notice or For Breach) and this clause 34 (Consequences of Termination) shall survive termination or expiry of the Service Contract .

## **GENERAL PROVISIONS**

### **35 NON-SOLICITATION**

Neither party shall (except with the prior written consent of the other) during the Term of the Service Contract , and for a period of one year thereafter, solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of the Service Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

### **36 WAIVER**

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Contracting Body to the Provider in respect of the Services or any omission on the part of the Contracting Body to communicate such prior acceptance or approval shall not relieve the Provider of its obligations to deliver the Services in accordance with the provisions of these Terms and Conditions .

### **37 CULMINATION OF REMEDIES**

Subject to the specific limitations set out in these Terms and Conditions , no remedy conferred by any provision of these Terms and Conditions is intended to be exclusive of any other remedy except as expressly provided for in these Terms and Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

### **38 SEVERABILITY**

If any of the provisions of these Terms and Conditions is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

## **39 PARTNERSHIP OR AGENCY**

At all times during for the duration of the Service Contract the Provider shall be an independent contractor and nothing in these Terms and Conditions shall create a contract of employment, a relationship of agency or partnership or a joint venture between the parties and accordingly neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of these Terms and Conditions .

## **40 THIRD PARTY RIGHTS**

40.1 A person who is not a party to the Service Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **41 PUBLICITY**

41.1 The Provider shall not:

- a) make any press announcements or publicise the Service Contract or its contents in any way; or
- b) use the Contracting Body's name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Contracting Body.

41.2 The Provider shall take reasonable steps to ensure that their servants, employees, agents, Sub-Contractors, providers, professional advisors and consultants comply with clause 41.1.

## **42 NOTICES**

42.1 Except as otherwise expressly provided within these Terms and Conditions, no notice or other communication from one party to the other shall have any validity under the Service Contract unless made in writing by or on behalf of the party concerned.

42.2 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand, first or second class post, recorded delivery or special delivery), or electronic mail (confirmed by letter). Such letters shall be addressed to the other party in the manner referred to in clause 42.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted (save with the exception of post delivered by second class, in which case service shall be deemed to have occurred on the third Working Day after posting), or 4 hours,

in the case of electronic mail or sooner where the other party acknowledges receipt of such letters, or item of electronic mail.

42.3 For the purposes of clause 42.2, the address of each party shall be those set out in the Service Contract.

42.4 Either party on the giving of a minimum of ten (10) Working Days' notice may change its address for service by serving a notice in accordance with this clause.

### **43 ENTIRE AGREEMENT**

These Terms and Conditions , the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement and understanding between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

### **44 DISCRIMINATION**

44.1 The Provider shall not unlawfully discriminate either directly or indirectly within the meaning and scope of any Applicable Law. Furthermore the Provider will ensure that it provides equality of treatment for anyone who shares a protected characteristic (whether it is on such grounds as maternity, gender, transgender, marital status, ethnicity, disability, age, religion and belief and sexual orientation or otherwise in the provision of the Services and in the employment of the Provider's Personnel) including but not limited to the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

44.2 The Provider shall take all reasonable steps to secure the observance of clause 44.1 by all Provider Personnel.

### **45 COUNTERPARTS**

46.1 The Service Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

46.2 Transmission of an executed counterpart of the Service Contract (but for the avoidance of doubt not just a signature page) or the executed signature page of a counterpart of this Service Contract by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Service Contract .

46.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

**46 GOVERNING LAW AND JURISDICTION**

The Service Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

# **Service Specification for Children's Home Services Pseudo Dynamic Purchasing System (PDPS)**

Service	<b>Schedule 1: Service Specification for Children's Home Services Pseudo Dynamic Purchasing System (PDPS)</b>
LCC Commissioner Leads	<b>Annette McNeil (Start Well Policy, Information and Commissioning)</b>
Period	<b>1<sup>st</sup> August 2022 to 31<sup>st</sup> July 2032</b>

## 1. Purpose

### 1.1 Purpose of the Pseudo Dynamic Purchasing System (PDPS)

- 1.1.1 The purpose of this PDPS is to support the Council and other Contracting Body to fulfil the sufficiency duty in relation to accommodation for Children Looked After (CLA) and to improve outcomes for this vulnerable group of Children. The PDPS will assist the Council and other Contracting Body to improve the availability of suitable residential Placements at the right time and right location, delivering the right support for Children, ensuring that:
- Our CLA receive the best care possible to meet their needs;
  - Our CLA are effectively supported to improve their individual outcomes;
  - The welfare of our CLA is promoted and they are effectively safeguarded.
- 1.1.2 At the time of application, the Council's strategy for the provision of residential care is to:
- Supply Placements and Services using its in-house residential Children's Homes and through its block purchasing agreement, where appropriate;
  - Purchase Placements and Services from agency Children's Home Providers for those Children it does not place in its own Homes or block purchased Placements.
- 1.1.3 The total number of residential care Placements required far outnumbers the number of in-house residential placements and block purchased Placements. For example, as of 31<sup>st</sup> March 2021, 70% of Lancashire's Children's Home Placements were not in an in-house or block purchased Placement.
- 1.1.4 As well as using the PDPS as the primary route to market for Children's Home Services, the Council and other Contracting Body intend to utilise this PDPS to work in a more collaborative way with a number of Providers. It is anticipated that closer collaborative working with Tier 1 Providers will include:
- 1.1.4.1 Providers notifying when vacancies are becoming available within the Location Boundary and working closely with the Council and other Contracting Body to increase the chances of securing these vacancies for suitable Children, which could include the consideration of utilising a retainer to secure Placements prior to a suitable young person being identified;
  - 1.1.4.2 prioritising the consideration of Placement Referrals and potential matches from the Council and other Contracting Body ahead of other Referrals;
  - 1.1.4.3 identifying and addressing issues which may impact on Placement stability, in order to prevent unnecessary Placement breakdowns;
  - 1.1.4.4 when an alternative to the current Placement is required. This will include working closely together to enable a planned move to a suitable alternative solution;
  - 1.1.4.5 identifying and implementing improved ways of working to enable more of our Children and young people to be placed in local Tier 1 provision, with the long term aspiration that

80% of the Council's agency Placements made through this PDPS will be made with Tier 1 Providers;

1.1.4.6 regularly sharing analysis of the Council's Placements requested/ Placements made, meeting regularly to discuss demand and explore how gaps in provision could be addressed;

1.1.4.7 the Council working closely with Tier 1 Providers who wish to open new Homes to meet identified gaps in provision.

1.1.5 Providers who are accepted onto the PDPS (on either Tier 1 or Tier 2) will be required to include all of their Homes which are located within the Location Boundary.

## **1.2 Outcomes**

1.2.1 In delivering Services under the PDPS, Providers will achieve the following overall outcomes in relation to Children placed in residential care:

- Children's welfare is safeguarded and promoted.
- Individual Children's outcomes are improved.
- Children's need for good parenting is met.

1.2.2 Providers will work with the Council and other Contracting Body to achieve positive outcomes for individual Children and meet the objectives of the Placement, which will be discussed and agreed in the Individual Placement Agreement (IPA), Placement Plan and Care Plan.

## **2. Key Principles**

### **2.1 The following key principles below must underpin the Services supplied:**

2.1.1 Residential care is not appropriate for many Children Looked After, and fostering or connected care is often a better option. However, for those Children whose needs are best met by residential care, it is generally better for that care to be local, rather than at a distance from the Child's school, friends and family.

2.1.2 Children in residential child care shall be loved, happy, healthy, safe from harm and able to develop, thrive and fulfil their potential.

2.1.3 Residential child care shall value and nurture each Child as an individual with talents, strengths and capabilities that can develop over time.

2.1.4 Residential child care shall foster positive relationships, encouraging strong bonds between Children and Staff in the Home on the basis of jointly undertaken activities, shared daily life, domestic and non-domestic routines and established boundaries of acceptable behaviour.

2.1.5 Residential child care shall be ambitious, nurturing Children's school learning and out-of-hours learning and their ambitions for their future.



- 2.1.6 Residential child care shall be attentive to Children's need, supporting emotional, mental and physical health needs, including repairing earlier damage to self-esteem and encouraging friendships.
- 2.1.7 Residential child care shall support the development of children's identity, applying trauma-informed approaches to help break negative cycles and identify strengths. Alongside this, residential child care shall support with completing Life Story work, contributing to a Life Story book, and keeping photographs, certificates, important belongings and treasured mementos for children.
- 2.1.8 Residential child care shall be outward facing, working with the wider system of professionals for each Child, and with the Children's families and communities of origin to sustain links and understand past problems.
- 2.1.9 Residential child care shall have high expectations of Provider's Personnel as committed members of a team, as decision makers and as activity leaders. In support of this, Children's Homes shall ensure all Provider Personnel are engaged in on-going learning about their role and the Children and families they work with.
- 2.1.10 Residential child care shall provide a safe and stimulating environment in high-quality buildings, with spaces that support nurture and allow privacy as well as common spaces and spaces to be active.

### ***3. Delivery of the Services***

#### **3.1 Service User Criteria**

- 3.1.1 The assessment procedures carried out by the Contracting Bodies prior to Placement shall identify the type of Placement suitable to meet the individual Child's needs. Only Children who have been assessed as being likely to benefit from Placement, both in relation to their assessed care needs and where applicable their assessed educational needs and/ or therapy needs, shall be eligible for the Services.

#### **3.2 Services Model**

- 3.2.1 The Provider must ensure that all work with Children and families:
  - 3.2.1.1 is designed and delivered using methods that are supported by credible evidence of positive results;
  - 3.2.1.2 builds upon strengths and assets and will enable Children to develop social connections in their community.
- 3.2.2 The Provider will adopt a flexible working approach to Service delivery to ensure that the Services are Child led, are in the interests of Children accessing the Services and delivered to meet the needs of the individual Children and families.

#### **3.3 Staffing Requirements**

- 3.4 The Provider will be responsible for maintaining good employment practice in accordance with all relevant legislation. This includes NICE Guidance where required, as referred to at Section 4.3 Emotional Health and Well-Being of this Specification.
- 3.4.1 The Provider must ensure at all times that they have sufficient numbers of Staff of appropriate ability, qualification, skill, knowledge, training or experience available to provide and supervise the provision of the Services and cater for Staff holidays, sickness and absence.
- 3.4.2 The Provider shall ensure that their staffing ratios are appropriate to deliver the specification safely and effectively. Additional services such as additional staffing should only be seen as a brief intervention in order to stabilise behaviours and not as a long-term solution.
- 3.4.3 Qualifications for Staff working in Ofsted registered Homes, including Managers, shall meet the requirements outlined in Children's Homes Regulations Including Quality Standards Guide 2015 Annex A (and any subsequent legislation and/ or replacement guidance).
- 3.4.4 The Provider shall ensure that each member of Staff is provided with a comprehensive induction course during the first two (2) weeks of their employment, in order to ensure that before they are engaged in the delivery of the Services they:
- 3.4.4.1 have a good understanding of the needs of the Children which the Home accommodates;
  - 3.4.4.2 recognise Children's rights of choice and control;
  - 3.4.4.3 have an affinity and capacity for providing Care to a high quality;
  - 3.4.4.4 are adequately and effectively trained to deliver their role with the Services;
  - 3.4.4.5 are familiar with an understand the relevant requirements of the Contract which relate to their duties;
  - 3.4.4.6 are familiar with and implement the approved complaints procedure and responsibilities with regard to safeguarding and whistle blowing.
- 3.4.5 The Provider shall ensure that Staff are trained in the following as a minimum: holistic behaviour management including de-escalation and physical intervention, child protection/ safeguarding, counter-bullying, reporting and recording, Health & Safety, fire safety, first aid, administration of medication, food hygiene, child sexual exploitation, prevent duty/ radicalisation, equality and diversity, COSHH, complaints and whistle blowing.
- 3.4.6 The Provider must train and support Staff to give them an understanding of the needs of the Children placed. Placement stability is a priority and the Provider will develop the skills of its Staff and build upon resilience to ensure that the Children's needs are met.
- 3.4.7 The Provider shall:
- 3.4.7.1 ensure that training and support offered to Staff is refreshed and enables them to develop strategies to manage Children's potentially challenging and risky behaviour;
  - 3.4.7.2 ensure that the implementation and effectiveness of training is regularly reviewed;
  - 3.4.7.3 enable Staff to participate in locally arranged conferences, training and Provider Forums;
  - 3.4.7.4 maintain and regularly review a record of all training which is provided or arranged by it for each member of Staff.

- 3.4.8 The Provider shall ensure that Staff keep up to date with messages from the Local Safeguarding Children's Board (LSCB) particularly priorities in relation to Child Sexual Exploitation, missing from care and radicalisation.
- 3.4.9 The Provider shall ensure that a suitably qualified and experienced Manager in its employment provides regular professional support and supervision for all Staff. New Staff must have formal supervision fortnightly for their first six months with the Provider.
- 3.4.10 The Manager shall conduct appraisals/ reviews of performance following any probation period and on-going, at least annually. Feedback from Children shall feed into appraisals/ reviews of performance for each member of Staff.
- 3.4.11 Where there is a necessity to use agency Staff, the Provider shall ensure that:
- 3.4.11.1 valid recruitment checks are in place;
  - 3.4.11.2 agency Staff are suitably qualified and have valid training appropriate to the needs of the Children they are caring for;
  - 3.4.11.3 agency Staff receive a comprehensive induction into the Services and Children's Placement Plans, risk assessments and behaviour management plans to enable routines and boundaries within the Services to be consistently upheld;
  - 3.4.11.4 a suitably qualified and experienced Manager in its employment provides regular professional support and supervision to agency Staff, with supervision at a minimum of every eight shifts across the Provider organisation.

## **4. Service Description**

### **4.1 Services to be Provided**

- 4.1.1 Providers must ensure that any Services offered under the PDPS are registered with OFSTED and/ or where appropriate with Care Quality Commission (CQC) from the Commencement Date, unless otherwise agreed by the Council or other Contracting Body in writing.
- 4.1.2 The Provider will have a duty of care for all Children from the time they are collected or received by the Provider until the Children are returned to the care of the Contracting Body or person with parental responsibility.
- 4.1.3 At all times, the Provider will ensure that the Services and care decisions must be centred on meeting the assessed needs of the Children, seeking to value and promote the identity of a Child, as well as improving their well-being, life chances and potential outcomes.
- 4.1.4 The Provider will adopt and promote values and principles which place Children, and their parents or carers (where appropriate), at the centre of their respective Services provision.
- 4.1.5 Statutory responsibility for the Child and for monitoring their individual progress ultimately rests with the Contracting Body and will be exercised through the Child's Social Worker and statutory review procedures. The Provider will however, be responsible for delivery of the Services and day to day monitoring of the Child's wellbeing and progress as defined in the Child's Care Plan, and providing regular updates to the Social Worker outlining the Child's progress in order to support the statutory review process.

- 4.1.6 Throughout the Placement, the Provider will work to assist with the implementation of the Child's Care Plan, including as applicable the Pathway Plan, Health Plan, Education Health and Care Plan and Personal Education Plan. The Provider will supply written progress reports, court statements and assessments on individual Children for planning meetings, safeguarding meetings, review meetings and court proceedings as required.
- 4.1.7 The Provider shall work in partnership with the Contracting Body:
- 4.1.7.1 to ensure that the assessed needs of each Child are based upon relevant and up-to-date information;
  - 4.1.7.2 to monitor the needs of each Child and address any changes in their needs;
  - 4.1.7.3 to communicate any barriers to achieving the Care Plan, in a timely manner.
- 4.1.8 The Provider will:
- 4.1.8.1 Safeguard the Child's welfare by the application of clearly stated operational principles and established standards of practice and provision.
  - 4.1.8.2 Ensure that there are appropriate arrangements for consulting with and facilitating participation in decision making by Children and where appropriate their parent(s) or carers.
  - 4.1.8.3 Ensure that all Children are treated as individuals at all times, being attentive to each Child's individual needs and rights in relation to age, gender, race, sexual orientation, gender reassignment, disability, and religion or belief, and meet specific cultural needs.
  - 4.1.8.4 Work in partnership with all agencies, organisations and individual professionals with a responsibility to the Child so that Children will see that everyone involved in their life is working in co-operation, co-ordination and in their best interest.
  - 4.1.8.5 Ensure Children themselves are given accurate and timely information with regard to the length of their Placement and why they are being placed, and generally ensure that Children are given clear explanations in a manner that is meaningful to them of the logic of decision making processes and how decisions demonstrate the other principles.
- 4.1.9 The Provider will encourage and facilitate through reasonable and appropriate means Children's attendance and participation at local consultation, engagement, participation and advocacy forums.
- 4.1.10 The Provider will ensure each Child is supported to have meaningful contact with siblings, parents and relatives as specified in the Child's Care Plan. The Provider must not allow contact with anyone that is not specified in the Care Plan or Pathway Plan unless provided with written permission by the Contracting Body.
- 4.1.11 The Provider will promote an ethos, culture and practice within the Home, engaging with external professionals and Services and where appropriate, those with parental responsibility, to achieve the expected outcomes for the Child.
- 4.1.12 In all outcomes and Services requirements, the Provider will ensure that a range of methods and practices are used to empower and support all Children to achieve their outcomes. Provider care practices must challenge barriers to inclusion and equal access to opportunities for work, training and social participation.

- 4.1.13 The Provider will ensure that the Services implements good care practice based on current research and evidence.
- 4.1.14 A copy of the Service Specification should be kept at the Home and where applicable the School, for all Staff and Children to read. The Provider shall use all reasonable endeavours to ensure that the Registered Manager and if applicable, in the case of a school the Head Teacher and Staff are fully aware of, supportive to, and work to deliver Services that meets the Service Specification.
- 4.1.15 The Provider shall aim to create sustainable change to reduce long term social and welfare dependency, with the aspiration of equipping Children with the skills to become a self-sustainable adult, for example being able to secure employment, maintain their own tenancy agreement and contribute positively to the local community.
- 4.1.16 The Provider will work in partnership with the Child, Stakeholders and the Contracting Body to actively encourage and support the Child's step down of support from the Provider to enable independence and the Child's move on to an alternative care provision, back to the family Home, foster Placement or to supported accommodation, if appropriate and in the best interests of the Child.
- 4.1.17 The Provider shall deliver a flexible service ranging from full time to phased care, which can support returns to families, foster Placements and transition to independent living, this includes the provision of outreach support within the family Home, foster or supported living Placement in order to support the sustainability of the Child's long term Care Plan.
- 4.1.18 The Provider shall develop a Placement Plan with respect to each Child which will clearly identify how they will meet the overall outcomes identified within the Child's Care Plan. This plan will define milestones alongside timescales for completion, the progress against each milestone will be reviewed on a regular basis by the Provider and shared with the Contracting Body in order to demonstrate the effectiveness of the Provider in supporting the achievement of the Care Plan in a timely way.
- 4.1.19 The Provider will create an environment which is sustainable as the Child steps down to a family based Placement or independent living e.g. behaviour management shall not focus on monetary rewards which could create unrealistic expectations for a Child and may hinder the progress of a Care Plan in which a step down is identified. The Provider shall attempt to understand the underlining functions of behaviour and be creative in finding individualised solutions for behaviour management.
- 4.1.20 The Provider will inform the Council and other Contracting Body immediately if there are changes that may impact on their ability to provide suitable Services, including:
- 4.1.20.1 Registration with the Regulatory Body; and
  - 4.1.20.2 Finances, for example if they are at risk of insolvency

## **4.2 Admissions Procedures**

- 4.2.1 The admissions process may be adapted and improved over time following feedback from the Providers and key stakeholders. Any changes will be discussed and agreed prior to implementation.

- 4.2.2 The Provider's admission procedures shall incorporate as a minimum the following:
- 4.2.2.1 The Provider shall arrange for the Home's Registered Manager, and the allocated key worker to visit the Child in their place of residence before admission to the Home
  - 4.2.2.2 At least one (1) introductory visit by the Child to the Home and where applicable the School, during which the Provider shall ensure that the Child is introduced to members of Staff and other Children living at the Home and is familiarised with the Home and where applicable the School, their own personal space within it, the communal areas and surrounding community.
  - 4.2.2.3 Give each Child a copy of its 'Children's Guide' prior to moving in, along with any additional information/ 'welcome pack' the Home provides.
  - 4.2.2.4 Ensure the Registered Manager and / or the allocated key worker is/ are present to welcome the Child and settle them at the Home at the time that they move into the Home.
- 4.2.3 Throughout the introductory visits and initial phase of residence after admission, the Provider must monitor the Child's adjustment to their new surroundings, including their relationship with other Children and Staff, the Home's, and where applicable the School's, success in meeting the Child's individual needs and the need for adjustments in the use of any equipment.
- 4.2.4 Where a children's home Placement is being made outside of the Contracting Body's boundaries, the Provider will assist the Contracting Body to notify the relevant local contacts.
- 4.2.5 The Contracting Body will supply all relevant information, including CLA documents prior to the commencement of the IPA where the placement is made on a planned basis or within 3 working days where the placement is made in an emergency.

### **4.3 Education**

- 4.3.1 Providers must have high aspirations and expectations for all Children. All Children are entitled to an appropriate education that enables them to achieve their potential and make a successful transition into adulthood. Providers are expected to encourage, support and guide our Children through their education and to seek appropriate support should any Child have difficulty in their attendance into a school setting or needing additional support to recognise and/ or achieve their true ability.
- 4.3.2 Where possible, Children shall be supported to access mainstream or maintained education provision. The Services are required to contribute to the Personal Education Plan (PEP) as required and support the educational, behavioural and personal development targets identified through the PEP.
- 4.3.3 Providers will be required to complete a monthly feedback form from the Virtual School Team for each Lancashire Child placed. This feedback form will include details of the education hours each Child is receiving and their level of engagement. It will also provide the opportunity for Providers to raise any issues relating to a Child's educational provision directly with the Virtual School Team.
- 4.3.4 Where it is assessed that a Child would benefit from a package of education as part of their Placement, this can be purchased as an additional service if identified on the Referral and included within the Individual Placement Agreement (IPA) (unless the Placement has been made into

provision where this is already included as part of the Price) or assessed as required by the Contracting Body during the course of the Placement and included within a variation to the IPA.

- 4.3.5 Education is defined as an OFSTED registered provision with the ability to offer up to 25 hours per week. Education shall be provided by a qualified teacher, whose qualifications are appropriate for the age and ability of the Children.
- 4.3.6 Where education is provided under this Contract, the Provider is required to contribute to the Personal Education Plan and to lead on identifying educational targets and strategies to support progress and achievement. The Provider is also required to submit the following data to the Contracting Body:
- 4.3.6.1 weekly attendance data;
  - 4.3.6.2 attainment tracking data on a termly basis;
  - 4.3.6.3 information relating to modified timetables to be agreed by the Council prior to implementation;
  - 4.3.6.4 reviews of the Education, Health and Care Plan (EHCP), annually or as and when required.
- 4.3.7 All such data pertaining to Lancashire Children is to be sent to the Virtual School [virtualschool@lancashire.gov.uk](mailto:virtualschool@lancashire.gov.uk) or using an appropriate system as identified by the Council.
- 4.4 Emotional Health and Well-Being
- 4.4.1 Where applicable, in order to meet a Child's emotional health and well-being needs, the Provider shall support the Child to access therapeutic input provided by universal or specialist services offered by the NHS and Local Authority funded services already available to Children, which are free at point of the delivery.
- 4.4.2 However, the Contracting Body may determine, in consultation with the relevant Clinical Commissioning Group, that an assessment and/ or intervention delivered or arranged by the Provider may better meet the Child's needs. This requirement will be clearly indicated on the Referral documentation and within the IPA. Alternatively, if assessed as required by the Contracting Body during the course of the Placement, and the Provider is able to facilitate the request, the IPA will be varied.
- 4.4.3 National and international literature indicates the lack of a consistent and clear definition of what constitutes a therapeutic intervention; the lack of clarity around the definition applies equally to that of a therapeutic Placement. Kim Golding (Nurturing Attachments Training resource 2014) describes developmental parenting as parenting that is adjusted to take account of the Child's emotional age, developmental age and social age. She describes therapeutic parenting as parenting that helps a Child recover from trauma and loss; is relationship-focused; builds connections through attuned, responsive parenting; helps the Child to emotionally regulate; and helps Child make sense of their experiences.
- 4.4.4 In the absence of a definitive definition, it is expected that a residential therapeutic Placement will deliver against the NICE Guidance Children's attachment: attachment in Children and young people who are adopted from care, in care or at high risk of going into care (NG26) November 2015, specifically:

- 4.4.4.1 Residential therapeutic Placements provide a residential setting that delivers a safe environment which provides access to therapeutic interventions focussed on developing more secure attachment and supporting Children in working through trauma.
  - 4.4.4.2 Dyadic (Child/young person and carer) or 1:1 therapy and Staff therapeutic support is provided by a qualified professional registered with a recognised professional body
  - 4.4.4.3 All Staff have an evidenced knowledge of attachment and trauma and a therapeutic care model that informs how care and parenting needs to be adapted for Children who have insecure attachments and have experienced trauma – care focusses on initially building relationship rather than changing behaviours.
  - 4.4.4.4 Staff have regular access to clinical supervision/consultation that has the aim of supporting the carer in providing the above in line with The Children’s Homes (England) Regulations 2015
  - 4.4.4.5 Supervision records are kept
  - 4.4.4.6 Staff training requirements are met and attendance is recorded in line with The Children’s Home (England) Regulations 2015
  - 4.4.4.7 There are individualised patient health plans based on assessment of need with measurable outcomes.
  - 4.4.4.8 Stability of Staff team and residents
- 4.4.5 This criteria serves as a basic set of requirements. Each Child will be considered as an individual with the specific therapeutic approach having been indicated by the clinician treating the Child at time of Referral.
- 4.4.6 If the Contracting Body determines that the Child requires intervention delivered or arranged by the Provider, the Provider will submit to the Contracting Body details of the Practitioner's qualifications, experience, employment history, membership of relevant professional bodies and declare any potential conflict of interest. If the Practitioner changes throughout the course of the intervention, the Provider must re-submit such details in advance of any change.
- 4.4.7 If the Child is in receipt of intervention delivered or arranged by the Provider, the Provider will submit a report to the Child's Social Worker on a quarterly basis, the frequency of such reports can be negotiated through written agreement with the Social Worker giving regard to the frequency of the intervention. Reports should clearly detail the number of hours of direct intervention with the Child within the reporting period, consultation with Staff, Social Workers and other professionals as appropriate, the Child's engagement with the intervention and progress relative to outcomes. Assessment reports shall clearly identify the Child's needs as opposed to recommend a specific resource, services, provision or Placement to meet the Child's needs.
- 4.5 Child Exploitation & Missing From Care**
- 4.5.1 For those Children subject to, or at risk of exploitation and/ or missing from care, the Provider shall work closely with the Contracting Body who will coordinate a multi-agency response in relation to the assessment of risk and required interventions and support to help mitigate such risks.
- 4.5.2 The Provider will ensure that Staff are trained and supported to meet the emotional and physical needs of Children subject to, or at risk of all areas of exploitation and/ or missing from care. The Provider shall ensure that Staff are trained and equipped to identify signs of exploitation and the linkages between Children missing.



- 4.5.3 The Provider shall work with the Contracting Body and involved multi-agency team to develop and implement intervention strategies designed to reduce the possibility of a Child going missing and the Child at risk or the victim of exploitation. This shall include but is not limited to:
- 4.5.3.1 Trigger points for absence or missing episodes;
  - 4.5.3.2 Risks to the Child, during or after a missing episode including being picked up;
  - 4.5.3.3 Indicators of exploitation risk and any known associates of concern who may pose a risk to the Child.
  - 4.5.3.4 What steps can be taken to reduce the likelihood of the Child going missing and coming to any harm;
  - 4.5.3.5 Disruption techniques utilised to reduce the risk of exploitation to a Child, for instance if any Child Harbours/ Abduction Warning Notices served by the Police;
  - 4.5.3.6 Friends and family details and contact numbers as well as addresses where the Child has been commonly found;
  - 4.5.3.7 Expectations of the Child, for example, curfews and, when and how to make contact, and the relevant and proportionate consequences of lateness;
  - 4.5.3.8 Expectations of the Provider, e.g. at what point the Provider is to notify the Police or the Contracting Body, collecting the Child when their whereabouts becomes known and arrangements for return home interviews with the exploitation team;
  - 4.5.3.9 Agreements around rules for staying overnight at friend's houses or going on trips.

4.5.4 The Provider shall establish a clear pathway of communication between the social worker/ exploitation team to ensure information relevant to the exploitation and missing risks surrounding the Child is regularly shared and updated.

4.5.5 The Provider shall assist the Police and Contracting Body in building intelligence relative to exploitation risks, to include the make, model, colour and registration number of relevant vehicles, key times and dates and known hot spots.

#### **4.6 Restorative Justice**

4.6.1 The Provider shall implement the Contracting Body's Joint Agency Protocol to Assist in Dealing with Offences in Residential Children's Care Homes and seek to divert, where possible Children from the criminal justice system, court proceedings and from custody and reduce the need to use formal justice system sanctions by adopting restorative processes.

4.6.2 The Provider shall make every effort to avoid unnecessary criminalisation of the Children it accommodates. Restorative approaches shall underpin the Provider's response to behaviour management, whether or not the behaviour occurs in Placement or in the community and strive to understand the underlying causes of a Child's behaviour. The Provider shall ensure that all Staff fully understand the benefits of restorative justice to Children's learning about cause and effect.

4.6.3 The Provider shall ensure that Staff are trained in restorative practices to manage challenging behaviour and Staff strive to manage challenging behaviour by way of internal resolution and through the use of restorative processes without the involvement of the Police, wherever possible.

#### **4.7 Placement Stability**

- 4.7.1 The Contracting Bodies have a duty to minimise the number of moves a Child experiences and the disruption this causes. Therefore, the Contracting Bodies seek to secure the right Placement first time, in line with the Child's Care Plan to avoid further movement and instability for a Child.
- 4.7.2 Once a Child has been placed with the Provider, it is the Provider's responsibility to ensure it can meet the challenging and changing needs of the Child, being flexible with the use of resources and staffing ratios. It is the Provider's responsibility to communicate changes to the Contracting Body and to seek agreement in writing to the changes, in advance, if there is a cost implication for the Contracting Body.
- 4.7.3 The Provider will liaise with the Contracting Body should the Provider wish to place another child in the same Placement as one of their Children. A full Impact Risk Assessment must be undertaken which must include the effect on the physical, emotional or social wellbeing of both the Child being placed and the other Children already in Placement. These assessments must be undertaken prior to any Child being introduced into Placement and written consent should be received by the Provider from the Contracting Body prior to any new Placement being made.
- 4.7.4 The Provider will notify the Contracting Body immediately of any issues that may threaten the stability of the Placement.
- 4.7.5 In the event that a Placement starts to cause concern, Providers must notify the Contracting Body and request a Stability Meeting where concerns will be discussed and actions agreed. The Provider is expected to work constructively and collaboratively with the Contracting Body to address and respond to care planning concerns, fully engage in actions agreed and explore all available options in order to prevent a potential Placement breakdown and Placement move.
- 4.7.6 The response of Tier 1 Providers to the prevention of unnecessary Lancashire Placement breakdowns will be monitored by the Council (Key Performance Indicator 6) and discussed at each quarterly monitoring meeting, or sooner if required.
- 4.7.7 The Provider may not move a Child to another Home within its own group without the agreement of the Contracting Body, and the drawing up of a new IPA and assessing the risks associated with the move. In the event that the Contracting Body and the Provider have agreed that an emergency move should be a brief intervention to address an immediate situation, the Provider will work with the Contracting Body to seek an arrangement that will maximise Placement stability for the Child.
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- 4.7.8 Where it is agreed between the Provider and the Contracting Body that Services cannot meet a Child's needs and a Placement move would be in the best interest of a Child, the Provider shall ensure that it works collaboratively with the Contracting Body to support the sourcing of an alternative Placement (e.g. contributing to the Referral; attending meetings with potential future Placement providers to discuss learning/ successful strategies etc.) and assist in facilitating a positive, planned exit from the Placement, in accordance with the timescales detailed within the PDPS (Please see Clause Termination of IPAs in the Terms and Conditions) .
- 4.7.9 The extent to which a Tier 1 Provider works collaboratively with the Council to enable a planned move, wherever possible, when a Lancashire Placement has to end will be monitored by the Council (Key Performance Indicator 7) and discussed at each quarterly monitoring meeting, or sooner if required.

#### **4.8 Discharge from Placement**

- 4.8.1 Discharges shall only take place, in accordance with the Child's Care Plan and following consultation and agreement between the Contracting Body, Provider and the Child where appropriate.
- 4.8.2 The Provider shall not discharge a Child from the Home without sufficient notice (Please see Clause Termination of IPAs in the Terms and Conditions to plan alternative care and, wherever practicable, with the agreement of the Contracting Body. In exceptional circumstances when it is agreed between the Contracting Body and the Provider that the current Placement is no longer in the best interests of the Child, the Contracting Body shall make other suitable arrangements for the Child, as quickly as possible, taking account of the urgency of the situation. Termination of Placement shall be made in accordance with the timescales detailed within the PDPS.

#### **4.9 Staying Close**

- 4.9.1 The Provider shall comply with the 'Staying Close' agenda which guarantees support for Children leaving residential care up to the age of twenty one (21). Staying Close could take many forms depending upon the assessed needs of the Child and the Child's wishes and feelings. Examples of support under the 'Staying Close' agenda could include:
- 4.9.1.1 the Child being able to visit their former Home and retain links with Staff;
  - 4.9.1.2 telephone support;
  - 4.9.1.3 retaining the support of a Keyworker from the Home.
- 4.9.2 The Provider will work with the Contracting Body to ensure that the move on plan from the residential setting incorporates how staying close will be practically achieved taking into account the Child's wishes and feelings.
- 4.9.3 The Provider will ensure that Staff are positively supporting the Child's agreed move on plan from the Home to reduce the Child's anxiety.
- 4.9.4 The Provider and their Staff will work proactively within the statutory review process to ensure that agreed move on plans are achieved in a timely way.

#### **4.10 Accommodation and Board**

- 4.10.1 Providers will ensure that the Homes used for provision of the Services are maintained to a high standard and provide a homely feel for our Children. The Homes shall be decorated and furnished in a non-institutional manner, with Children and Staff being involved in the choice of décor and new furnishings.
- 4.10.2 Buildings used for the provision of the Services shall meet all legal requirements and conform to the requirements of the Regulatory Body.
- 4.10.3 The Homes shall be kept in a clean and presentable order, including the exterior and gardens.
- 4.10.4 The Homes shall be suitably adapted to meet the needs of Children and be compatible with the requirements of the Provider's Statement of Purpose and function.

- 4.10.5 Accommodation shall consist of a single room for each Child placed, except in the case of siblings and where agreed with the Contracting Body.
- 4.10.6 The Child shall not be asked to change their room except where the Child has positively asked to move, or for temporary reasons such as carrying out of repairs or redecoration.
- 4.10.7 Board shall mean food prepared for the Child or by the Child under supervision or with assistance. Diet/ food must meet the cultural and religious needs of individual Children.

#### **4.11 Complaints and Allegations**

- 4.11.1 The Provider shall operate a complaints policy in accordance with regulations, and in line with the Pan Lancashire Safeguarding Children's Procedures and Working Together to Safeguard Children Guidance (2015).
- 4.11.2 All employees and Children shall be made aware of how to make a complaint and provided with a copy of the Home's complaints policy.
- 4.11.3 Independent visitors shall be familiar with the Home's complaints procedure and shall be able to assist Children to make a complaint.
- 4.11.4 The Provider shall have all records pertaining to complaints, the management of allegations together with a clear record of the procedures and processes implemented in relation thereto available for audit on request. The Provider will nominate a named manager for the management of complaints and allegations. The outcomes of complaints shall be explained and discussed with the Child.
- 4.11.5 The Provider must notify the Contracting Bodies immediately should a formal complaint or allegation be made by a Child, or there is suspicion of harm by its Staff.

#### **4.12 Absence of a Registered Manager of a Home**

- 4.12.1 Where a Provider's Registered Manager or, where applicable Head of Education, is absent for a period exceeding four weeks, the Provider will notify the Council and other Contracting Body, where possible, no less than four weeks prior to the event. Providers must supply a contingency plan for the interim or permanent period.

#### **4.13 Planned/ Emergency Closure of a Home**

- 4.13.1 The Provider will give the Council and other Contracting Body no less than three months written notice of any proposals to close Home(s) or the intention to close Home(s) included on the PDPS.
- 4.13.2 In the event of a potential or actual emergency closure of a Home where a Child from a Contracting Body is placed, the Regulatory Body and the Contracting Body must be informed immediately and the parties will work together to safeguard the interests of the Children until such time as an alternative arrangement can be made.

#### **4.14 Use of Retainers**

- 4.14.1 Tier 1 Providers (and Tier 2 Providers if they so wish) will notify the Council and other Contracting Body of any vacancies that are coming up in Homes within the Location Boundary, as soon as they are aware of them, and work collaboratively with the Council and other Contracting Body to increase the likelihood, wherever possible, of these vacancies being utilised by Lancashire and other Contracting Body's Children and young people.
- 4.14.2 The approach adopted for Lancashire County Council by Tier 1 Providers when vacancies within the Location Boundary arise will be monitored by the Council (Key Performance Indicator 3) and discussed at each quarterly monitoring meeting, or sooner if required.
- 4.14.3 As part of this collaborative working, a Tier 1 Provider (and Tier 2 Providers if they so wish) may choose to offer the opportunity to the Council to pay a retainer for an upcoming vacancy to support the meeting of specific gaps in provision/ harder to source placements (known as a Retained Placement Agreement), before the vacancy is made available to the other Contracting Body and other Authorities. This would be entirely at the Provider's discretion to offer and the Council's discretion to accept. Only if the Council chooses not to accept an invitation from a Provider to retain a placement can the invitation then be made to the other Contracting Body.
- 4.14.4 The Council and other Contracting Body will not enter into, or continue with, a Retained Placement Agreement for a Placement in a Home that has or receives a rating of Inadequate.
- 4.14.5 The length of the Retained Placement Agreement would be agreed in advance with the Provider and could be for any period. However, it is anticipated that a Retained Placement Agreement would be for a maximum of four (4) weeks initially. Should the Retained Placement fail to be filled during the agreed time period, there would be the option to extend beyond this if both parties are in agreement.
- 4.14.6 The Council and other Contracting Body reserve the right to end individual Retained Placement Agreements at any time should there be concerns in relation to the ability of the provision to be able to meet demand.
- 4.14.7 The Council and other Contracting Body will determine which Children they wish to be considered for a Retained Placement. Providers with a Retained Placement must offer the Retained Placement in response to a Placement Request where the Retained Placement could meet the needs of the Child and is considered to be a suitable match. A justified reason will need to be given should the decision be made by the Provider to not put forward an offer and a copy of the Impact Risk Assessment provided if requested. The decision to place a Child into a Retained Placement will remain at the full discretion of the Home Manager/ Responsible Individual.
- 4.14.8 It is expected that the vast majority, if not all, of Retained Placement Agreements will be entered into with Tier 1 Providers. However, the Contracting Bodies reserves the right to consider invitations from Tier 2 Providers to enter into a Retained Placement Agreement to support the meeting of specific gaps in provision which have not been able to be met by Tier 1 Providers.
- 4.14.9 The use of retainers to secure a Placement for an already identified Child, where there is an unavoidable delay between the Placement being available and the Child being able to move in, will

be agreed between the Provider and the Contracting Body, on an individual basis, based on the needs of the Child and the circumstances surrounding the Placement.

## **5. Legislation, Regulations and Guidance**

5.1 The Services must be provided in line with statutory policies, guidance and frameworks. This list is indicative for guidance only and is not exhaustive and is subject to change:

- The Children's Act 1989
- The Care Standards Act 2000
- Children (Leaving Care) Act 2000
- The Children's Act 2004
- Safeguarding Vulnerable Groups Act 2006
- Equality Act 2010
- The Children and Families Act 2014
- Health and Social Care Act 2012
- The Health and Safety at Work Act 1974
- Public Services (Social Value) Act 2012
- The Freedom of Information Act 2002
- The Data Protection Act 2018
- The UK General Data Protection Regulation 2018
- The Children's Homes (England) Regulations 2015
- The Care Planning, Placement and Case Review (England) Regulations 2010
- Guide to the Children's Homes Regulations, including the quality standards (2015)
- Sufficiency: Statutory Guidance on Securing Sufficient Accommodation for Children in Care (2010)
- Promoting the Education of Looked After Children (2014)
- Statutory Guidance on Children who Run Away or Go Missing from Home or Care (2014)
- Statutory Guidance: Promoting the Health and Well-being of Looked After Children (2015)
- Working Together to Safeguard Children: A Guide to Inter-Agency Working to Safeguard and Promote the Welfare of Children (2015)
- Tackling Child Sexual Exploitation (2011)
- United Nations Convention on the Rights of the Child (Article 12)
- Lancashire Children's Social Care Procedures
- Pan Lancashire Safeguarding Children Procedures
- COVID-19: guidance for children's social care services
- Use of personal protective equipment (PPE) in education, childcare and children's social care

5.2 The sufficiency duty requires the Contracting Bodies to have regard to the benefit of having a number of accommodation providers in their area and a range of accommodation capable of meeting different needs.

5.3 The Contracting Bodies must take into consideration when deciding the most appropriate Placement:

- Allowing the Child to live near his/ her Home;
- Not disrupting the Child's education or training;
- Enabling the Child and a looked after sibling to live together;
- Meeting the particular needs of disabled Child;
- Providing accommodation within the local authority's area, unless that is not reasonably practicable.

5.4 The Provider will work together with the Council and other Contracting Body to ensure compliance with the legislation, regulations and guidance, ensuring monitoring of standards; and work towards continuous improvement.

## **5.5 Safeguarding**

5.5.1 The Provider shall ensure that information is designed with participation of the Children in mind and as required, is produced in a variety of ways to ensure that the needs of any Child with specific needs is met e.g. through the use of Braille, audio, different languages, pictures and symbols.

5.5.2 The Provider shall ensure that the welfare and rights of Lancashire's children and young people remains paramount and that all children and young people are effectively safeguarded with due consideration but not exclusively to the:

5.5.2.1 The Children's Act 1989

5.5.2.2 The Children's Act 2004

5.5.2.3 The Human Rights Act 1998

5.5.2.4 United Nations Convention on the Rights of the Child (UNCRC)

5.5.2.5 The Homelessness Act 2002

5.5.2.6 The Care Standards Act 2002

5.5.2.7 The Safeguarding Vulnerable Groups Act 2006

5.5.2.8 The Children's Homes (England) Regulations 2015

5.5.3 The Provider and its Staff must comply with all Safeguarding Children and Child Protection legislation, national Working Together guidelines and the Pan Lancashire Safeguarding Children Procedures

<http://panlancashirescb.proceduresonline.com/index.htm>

5.5.4 The Provider and its Staff must comply with the Lancashire Safeguarding Adults policy and procedures (when processing/sharing data) pursuant to these Terms and Conditions <http://www.lancashire.gov.uk/acs/sites/safeguarding/>

5.5.5 The Provider shall ensure that the requirements of the Services are adjusted accordingly with any future amendments/additions to such legislation and/or guidelines.

## 6. Children and Young People's Views and Participation

### 6.1 Children and Young People's Views

6.1.1 It is important that the Providers take account of the views of Lancashire Children when shaping their Services and that the Services continues to develop in line with the views and aspirations of Children.

6.1.2 Lancashire Children have told us that they want Services to ensure that:

The Homes look and feel homely, have lots of photos around and aren't obviously children's homes.

The Homes create a family environment, where Children are encouraged to come together.

Staff are fair, supportive, friendly and caring, like a supportive family.

There is a consistent workforce and good relationships between Staff and Children.

Children are taken away on an annual holiday.

The Homes involve Children in decision making, they feel listened to and their views are taken on board.

Children are involved in recruitment and selection of support workers.

There are good relationships with Children in the Home.

Staff receive good training on mental health issues, which helps them to understand and support Children in the Homes.

The Services are able to meet the needs of all Children and don't select placements just based on cost or behaviour.

There are well matched and well planned placements – ensuring all Children get along and new Children will not cause major disruptions.

Children are prepared and supported to move on from the Homes, back to their family, into foster care or to live on their own.

### 6.2 Participation of Service Users

6.2.1 Providers are expected to treat Children and families as partners, not simply recipients of Services. They should be actively involved in the planning, delivery and evaluation of support.



6.2.2 Providers should demonstrate:

6.2.2.1 How they actively involve Children in the evaluation and design of the Service and organisation

6.2.2.2 How they actively involve Children in assessments, planning and review of progress

6.2.2.3 That Children report a consistently high satisfaction level of the services they receive

## 7. Social Value and Corporate Parenting Responsibilities

### 7.1 Social Value

7.1.1 Social Value is the additional economic, social and environmental benefits that can be created when a public service purchases a service from an outside organisation, above and beyond the value of the service itself. Social Value within the Service should support the Council's priorities to:

- 7.1.1.1 **Promote training and employment opportunities for the people of Lancashire** – tackle unemployment and facilitate the development of skills.
- 7.1.1.2 **Raise the living standards of local residents** – working towards living wage, maximise employee access to entitlements such as childcare and encourage suppliers to source labour from within Lancashire.
- 7.1.1.3 **Build the capacity and sustainability of the voluntary and community sector** – practical support for local voluntary and community groups.
- 7.1.1.4 **Promote equity and fairness** – target effort towards those in the greatest need or facing the greatest disadvantage and tackle deprivation across the council.
- 7.1.1.5 **Promote environmental sustainability** – reduce wastage, limit energy consumption and procure materials from sustainable sources.

7.1.2 To support the delivery of additional social value as part of the PDPS, the Council expects that Providers:

- 7.1.2.1 **Promote local skills and employment**, for example:
  - 7.1.2.1.1 Provision of apprenticeships, jobs or other work experience in your organisation for Lancashire young people aged under 25, especially those who are care experienced
  - 7.1.2.1.2 Ensuring the majority of your employed workforce for your Lancashire based services are individuals who reside in Lancashire
- 7.1.2.2 **Support the growth of local business**, for example:
  - 7.1.2.2.1 Support Voluntary, Community and Social Enterprises (VCSEs)
  - 7.1.2.2.2 Support local Small/ Medium Enterprises (SMEs)
  - 7.1.2.2.3 Have effective workplace health and wellbeing policies and practices in place that improve Staff wellbeing, recognise mental health as an issue and reduce absenteeism due to ill health.
  - 7.1.2.2.4 Expenditure is made using a supply chain of Lancashire based companies, especially local SMEs and the third sector organisations
  - 7.1.2.2.5 Make donations or in-kind contributions (including volunteering time) to local community projects targeting CYP and families
- 7.1.2.3 **Support the development of healthier, safer and more resilient communities**, for example:

- 7.1.2.3.1 Develop or support initiatives aimed at reducing crime (e.g. support for local youth groups, lighting for public spaces)
- 7.1.2.3.2 Develop or support initiatives to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs etc.) or wellbeing initiatives in the community
- 7.1.2.3.3 Support local community projects
- 7.1.2.4 **Protect and improve our environment**, for example:
  - 7.1.2.4.1 Reduce impact on climate
  - 7.1.2.4.2 Reduce air pollution
  - 7.1.2.4.3 Create or manage clean, green spaces
  - 7.1.2.4.4 Promote sustainable procurement (e.g. use local produce, reduce food waste)

## 7.2 Corporate Parenting Responsibilities

7.2.1 Corporate parenting relates to the collective responsibility of the Contracting Body, elected members, employees, and partner agencies, for providing the best possible care and safeguarding for the Children who are looked after by the Contracting Body. A whole system approach to corporate parenting is required whereby the Contracting Body works alongside its partners in order to safeguard but also improve the life chances and opportunities for Children who are looked after and care leavers. The Service is expected to promote and support the seven Lancashire County Council Corporate Parenting Principles:

- 7.2.1.1 To act in the best interests, and promote the physical and mental health and well-being, of Children who are looked after
- 7.2.1.2 To encourage Children who are looked after to express their views, wishes and feelings
- 7.2.1.3 To take into account the views, wishes and feelings of Children who are looked after
- 7.2.1.4 To help Children who are looked after gain access to, and make the best use of, services provided by the Council and its relevant partners
- 7.2.1.5 To promote high aspirations, and seek to secure the best outcomes, for Children who are looked after
- 7.2.1.6 For Children who are looked after to be safe, and for stability in their Home lives, relationships and education or work
- 7.2.1.7 To prepare Children who are looked after for adulthood and independent living.

## 8. Monitoring and Performance Management

### 8.1 Contract Management Strategy for the Children's Home Services PDPS

- 8.1.1 This PDPS will be monitored through the Council's Children's Social Care contract monitoring function, by Children's Social Care and by Commissioners.
- 8.1.2 The Service will ensure that the following overarching outcomes are achieved:
  - 8.1.2.1 Children's welfare is safeguarded and promoted;
  - 8.1.2.2 Individual Children's outcomes are improved;
  - 8.1.2.3 Children's need for good parenting is met.
- 8.1.3 Performance in relation to Lancashire's Children Looked After will be monitored by Lancashire County Council's Start Well Commissioning Senior Management Team and Children's Social Care

Senior Management Team on a regular basis, as well as by the Lancashire's Corporate Parenting Board and the Children in Care Council.

- 8.1.4 All Providers will ensure that DfE Children's Homes (England) Regulations/ Quality Standards and Ofsted Inspection of Children's Homes Frameworks (and any subsequent equivalents), and/ or CQC equivalents where applicable, are met at all times. The Provider must inform the Council and other Contracting Body of any Safeguarding concerns immediately.
- 8.1.5 All Ofsted registered Providers are required to submit to the relevant Contracting Body/Bodies their monthly Regulation 44 reports and action plan to address any issues identified every month for any Home which provides a Placement for a Child from a Contracting Body.
- 8.1.6 All Providers who have the Council's Children placed must report against the following key objectives included in Lancashire's Corporate Parenting Strategy for each child as part of their usual review and reporting mechanisms to Children's Social Care teams (i.e. care planning/ review meetings etc):
- 8.1.6.1 Children have a suitable and stable place to live and be cared for
  - 8.1.6.2 Children have a voice in the way we deliver our services
  - 8.1.6.3 Children are supported to return Home when it is safe to do so
  - 8.1.6.4 Children are supported in their education, employment and training
  - 8.1.6.5 Children are supported to be able to move towards independence
  - 8.1.6.6 The health and wellbeing of the Children we care for is improved
  - 8.1.6.7 Children are protected from harm and exploitation and are provided with support to overcome any pull factors that would lead them to being exploited.
  - 8.1.6.8 Children's achievements are celebrated
- 8.1.7 Where a Provider is delivering a Placement with Therapeutic input, the Provider will submit quarterly reports to the Child's Social Worker, clearly detailing:
- the number of hours of direct intervention with the Child;
  - consultation with Staff, Social Workers and other professionals as appropriate;
  - the Child's engagement with the intervention;
  - progress relative to outcomes.
- 8.1.8 Please see Section 4 of this Specification for further requirements in relation to Contract Monitoring and reporting for the relevant Services.
- 8.1.9 Providers appointed to Tier 1 of the PDPS will receive monthly Placement analysis from the Council and attend quarterly review meetings with the Council to review demand and performance, discuss issues and explore improved ways of working.
- 8.1.10 In addition, Tier 1 Providers will be required to attend regular Provider Forums. Provider Forums will be held on a six-monthly basis. Where necessary, forums may be held on a more regular basis and will be arranged by the Council as required. At the Provider Forum, Tier 1 Providers will be required to join the Council in discussions relating to:
- 8.1.10.1 Analysing and identifying trends in Placement activity;
  - 8.1.10.2 Sharing information relating to the needs of the Council's CLA population;
  - 8.1.10.3 How identified unmet needs can be addressed;
  - 8.1.10.4 Raising issues or concerns;

8.1.10.5 Sharing of good practice.

- 8.1.11 Tier 2 Providers who have the Council's Children in Placement will be required to attend an annual contract monitoring review meeting in which demand, performance, issues and improved ways of working will be discussed.
- 8.1.12 Each Provider is required to inform the Council of any changes to its Ofsted rating for all Homes located within the Location Boundary during the lifetime of the PDPS. Please see Invitation to Participate document in relation to the Ofsted or equivalent registration and rating requirements.
- 8.1.13 In the event that a Home that has a Council's or other Contracting Body's Child placed receives a reduced Ofsted rating of below Good, the Provider is required to produce a robust Action Plan detailing improvement timescales and clear targets in order to regain a Good or better Ofsted rating for the specific Home.
- 8.1.14 The Council intends to carry out a review of Tier 1. Please see Tiering System at Schedule 6 of the PDPS .
- 8.1.15 The Council intends to review the eligibility, for all Providers to be on the PDPS on an annual basis. Providers may be required to confirm if any of the information in their Application has changed since submission such as their number of Homes, as well as if their eligibility has changed or not, where requested by the Council.

**8.2 Key Performance Indicators (KPIs) for Tier 1 Providers**

- 8.2.1 Prior to each quarterly review meeting with the Lancashire Commissioner, a Tier 1 Provider's performance against the following KPIs in relation to Lancashire only will be reviewed by the Council and a Providers may be requested to provide information to the Council in relation to these:

	<b>Key Performance Indicator</b>	<b>Target</b>
KPI1	Ofsted Rating Based on Full Inspection Report	65% or more Homes rated good or outstanding within the Location Boundary (excluding not yet rated Homes)
KPI2	Response to Referrals	100% within agreed timescales
KPI3	Collaborative working whenever a vacancy arises in the Location Boundary	100%
KPI4	Suitable offers received	To be individually monitored and discussed
KPI5	Increase in number of Lancashire Placements provided	To be individually monitored and discussed
KPI6	Collaborative working to prevent unnecessary Placement breakdowns	100%
KPI7	Collaborative working to enable a planned move wherever possible when a Placement has to end (unless otherwise mutually agreed)	100%
KPI8	Safeguarding Concerns are actioned/ reported	100%

KPI9	Attendance at Tier 1 Provider meetings (i.e. quarterly review meetings; Provider Forum meetings)	100%
KPI10	Response to contract monitoring requests	100% within agreed timescales

8.2.2 Where concern(s) in relation to poor performance against one or more KPIs of a Tier 1 Provider is/ are identified, this will be discussed at either the next quarterly contract monitoring meeting or sooner as part of a specifically arranged meeting between the Provider and the Council if required. At the meeting, the concerns will be discussed and appropriate actions and timescales to address the concern(s) will be agreed.

8.2.3 The Provider and the Council will meet regularly to review progress made towards agreed actions and agree any revised or further action and timescales as required.

8.2.4 Failure of a Tier 1 Provider to address concerns to the satisfaction of the Council in the agreed timescales will result in the issuing of a Formal Improvement Notice. This will set out actions that must be delivered in a specific timeframe. It will also detail actions that the Council intends to take if continuing concerns are not addressed in full. This is likely to include moving a Provider from Tier 1 to Tier 2 and may include suspension of Referrals or removal from the PDPS.

8.2.5 The Council and other Contracting Body reserve the right to suspend Referrals immediately to a specific Tier 1 Provider or Home in the event of significant safeguarding concerns.

### 8.3 Concerns relating to a Tier 2 Provider

8.3.1 Where concerns in relation to a Tier 2 Provider are identified, these will be discussed as part of the annual contract monitoring meeting, or sooner if required. Appropriate actions and timescales to address these concerns will be agreed. Regular meetings will be held to review progress towards agreed actions and timescales.

8.3.2 Failure of a Tier 2 Provider to address concerns to the satisfaction of the Council in the agreed timescales will result in the issuing of a Formal Improvement Notice. This will set out actions that must be delivered in a specific timeframe. It will also detail actions that the Council intends to take if continuing concerns are not addressed in full. This may include suspension of Referrals or removal from the PDPS.

8.3.3 The Council and other Contracting Body reserve the right to suspend Referrals immediately to a specific Tier 2 Provider or Home in the event of significant safeguarding concerns.

8.4 Ofsted or equivalent registration and rating requirements

8.4.1 Please see the Invitation to Participate in relation to Ofsted or equivalent registration and rating requirements.

### 8.5 Reporting Requirements

8.5.1 The relevant Providers will be required to report on a number of areas throughout the term of the PDPS and any Service Contract, which will include but not limited to the following:

Please note these may change and the Council and other Contracting Body will inform Providers of any changes to the reporting requirements.

<b>Report/Information to be provided</b>	<b>Providers</b>	<b>Frequency</b>	<b>Information to be sent to</b>
Progress towards Care Plan objectives	All	At each care planning/ review meeting	Relevant Contracting Body's Children's Social Care Team
Information in relation to Placement(s) with Therapeutic input See 8.1.7	Providers of Placement(s) with Therapeutic input	Quarterly	Child's Social Worker
Information in relation to Placement(s) with Education See 4.2.6	Providers of Placement(s) with Education	As specified in section 4.2.6	Virtual School (for Lancashire only) <a href="mailto:virtualschool@lancashire.gov.uk">virtualschool@lancashire.gov.uk</a> Other Contracting Body TBC
Regulation 44 reports and Action Plan	All	Monthly	Relevant Contracting Body/ Bodies who have a Child placed within the Home
Monthly Education Feedback Form See 4.2.3	All	Monthly	Virtual School (for Lancashire only) <a href="mailto:virtualschool@lancashire.gov.uk">virtualschool@lancashire.gov.uk</a> Other Contracting Body TBC
Changes which may impact the service delivery	All	Immediately	Changes such as registration with the regulatory body or financial stability to be sent to the Council and other Contracting Bodies
Changes in Ofsted (or equivalent) rating and an Action Plan if required	All	Immediately	The Council and other Contracting Body who have a Child placed in the Home
Submission of the selection criteria information if there have been any changes since Application	All	Annually	The Council
Written progress reports	All	As required	The Provider will supply written progress reports, court statements and assessments on individual Children for planning meetings, safeguarding meetings, review

			meetings and court proceedings as required.
Safeguarding alerts	All	Immediately	The Provider must inform the Child's social worker, the relevant Contracting Body's contract monitoring function and the Council (ART) of any Safeguarding concerns.
Information required for the KPIs	Tier 1	Quarterly (or upon request)	It is anticipated that the Council will do the majority of the analysis required to monitor KPIs, but the Provider will supply information upon request should it be deemed to be required in order to effectively monitor KPIs.

8.5.2 The Provider must provide the weekly costs for the Service they deliver and the breakdown of the weekly cost, upon request from the Council or other Contracting Body, this may be referred to as the 'Cost of Care' information. The weekly cost may include the following, but not limited to:

Daytime care costs including:

- Day hours - basic grade
- Day hours - senior care
- Day hours - nurse

Night time care costs including:

- Sleeping in Staff
- Waking Night

Support staff including:

- Administration
- Other Care

Management & Nursing costs including:

- Nurse
- Senior Care (Shift Leader)
- Deputy
- Manager
- Costs

Other non-staff current costs including:

- Food / Provisions
- Social Activities
- Transport
- Holidays
- Utilities: H/L/W
- Building maintenance
- Cleaning materials
- Insurance

- Office costs
- Reg Fees (CQC)
- Recruitment costs
- Staff Training
- Contingency & other
- Mortgage or rent cost
- Legal and Accountancy
- Internet Phone system

The cost of 1:1 hours if applicable

Profit

Total weekly Cost

Further information must be provided when requested in relation to the weekly cost breakdown such as:

- Name of Child/Service User
- Type of Provision (Residential, Semi independent)
- Service Category Type
- Local Authority base
- Capacity
- Current Occupancy
- Number of day and night staff per shift eg 2 day staff (7am to 9pm); 1 night, 1 sleep in (9pm to 7am)

## 8.6 Meeting Requirements

8.6.1 The relevant Providers will be required to attend meetings with the Council throughout the term of the Service Contract and any Service Contract which will include but not limited to the following:

Please note these may change and the Council will inform Providers of any changes to the meeting requirements.

Meeting	Providers	Frequency	Description
Review meetings	Tier 1	Quarterly	Review demand and performance, discuss issues and explore improved ways of working.
Progress review meetings in relation to KPIs	Tier 1	As required	Concerns will be discussed and appropriate actions and timescales to address the concern(s) will be agreed.
Provider Forums	Tier 1	Six-monthly (or more frequently)	Discuss trends, concerns, share information.



Contract monitoring review meeting	Tier 2 with Placements	Annually	Demand, performance, issues and improved ways of working will be discussed.
Performance meeting	Tier 2 with Placements	As required	Meeting to discuss concerns and progress towards agreed targets.

## 9. Core Services Specification

- 9.1 **"Core Services"** means the Services set out in the Core Services Specification which are:
- 9.1.1 Standard Children's Home Placement
  - 9.1.2 Children's Home Placement which includes Education;
  - 9.1.3 Children's Home Placement which includes Therapy;
  - 9.1.4 Children's Home Placement which includes both Education and Therapy
  - 9.1.5 Children's Home Placement for a Child with disabilities.
- 9.2 **"Fixed Core Service"** means Standard Children's Home Placement or Children's Home Placement which includes Education and/or Therapy or a Children's Home Placement for a Child with disabilities as set out within the Core Services Specification, where the price and number of hours is fixed. This applies to:
- 9.2.1 All Standard Children's Home Placements;
  - 9.2.2 Children's Home Placement for a Child with disabilities
  - 9.2.3 Where Children's Home Placements for Education and/or Therapy is a fixed Price and the number of hours cannot be changed or removed for Education and/or Therapy.
- 9.3 **"Fixed Core Service Price"** means the Fixed Core Service Price as submitted within the Pricing Schedule for the relevant Fixed Core Service.
- 9.4 **"Flexible Service"** means a Service for Education and/or Therapy which is delivered in addition to a Core Service for a Standard Children's Home Placement or a Children's Home Placement for a Child with disabilities, which means the Provider can deliver Education and/or Therapy where the number of hours can be changed or no longer provided within the Service Provision.
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- 9.5 **"Flexible Service Price"** means the Price for the Flexible Service as submitted within the Pricing Schedule for the relevant Education and/or Therapy Service.
- 9.6 **"Additional Service(s)"** shall mean any Services agreed by the parties to be provided by the Provider in addition to the Core Services in relation to any IPA. Additional Services may include:
- Waking Watch
  - Additional staffing hours
  - Specialist therapy
- 9.7 **"Additional Fee"** shall mean the Fee for Additional Services, this includes the Price submitted within the Pricing Schedule for Waking Watch, Additional staffing hours, or Specialist therapy, or the agreed fee for other Additional Services.

- 9.8 **"Weekly Price"** shall mean the Price for the Services as set out in the IPA.
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- 9.9 **"Price"** means the Price for the Services specified within the Pricing Schedule exclusive of Value Added Tax (VAT) or such other Price as may be agreed between the parties and evidenced in writing when purchasing the Services.
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- 9.10 **"Service(s)"** shall mean the services provided by the Provider for the Child in accordance with the respective IPA, including the Core Services, any Flexible Services and any Additional Services agreed between Provider and the Contracting Body.
- 9.11 The Weekly Price must include all Services as detailed in this Core Services Specification having paid due regard to the full requirements of the PDPS (including this Service Specification).
- 9.12 The Provider must provide the following Core Services and activities within their **Fixed Core Service Price**: £ Per Week:
- 9.12.1 Sections 1 – 14 of the Core Services Specification are in relation to a Standard Children's Home Placement and for Services for Children with disabilities which do not include Therapy/Education.
- 9.12.2 For Placements which include Education, Sections 1-14 and Section 15 of the Core Services Specification apply.
- 9.12.3 For Placements which include Therapy, Sections 1-14 and Section 16 of the Core Services Specification apply.
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- 9.12.4 For Placements which include Education and Therapy, Sections 1-16 of the Core Services Specification apply.
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- 9.13 The Provider must provide the following Services and activities within their **Flexible Service Price**: £ Per Hour.
- 9.13.1 For Placements which include Education Section 15 of the Core Services Specification will apply.
- 9.13.2 For Placements which include Therapy, Section 16 of the Core Services Specification will apply.
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- 9.13.3 For Placements which include Education and Therapy, Sections 15 and 16 of the Core Services Specification will apply.
- 9.14 Providers must Price for Flexible Services separately within the Pricing Schedule (Per Hour)
- 9.15 Where a Flexible Service is to be delivered, the Weekly Price will be calculated using the relevant Fixed Core Service Price for the Standard Children's Home Placement or a Children's Home Placement for a Child with disabilities plus the Flexible Services Price for the Education and/or Therapy Service(s).
- 9.16 Where a Provider delivers a Flexible Service they can be included on the Distribution List for Standard Children's Home Placements and the relevant Distribution List for Education and/or Therapy.

9.17 Where a Provider only delivers Children's Home Placements for Education and/or Therapy as a Fixed Core Service they **would not** be eligible to be on the Standard Children's Home Placements Distribution List or Tier 1.

9.18 The Service will at all times meet the DfE Children's Homes Regulations and Quality Standards and any subsequent regulations.

9.19 The Provider is required to ensure that the Home provides care in line with good and reasonable parenting. The following are the broad minimum requirements:

<b>Types of Services Required</b>
<b>1. 24 hour care and accommodation</b>
<ul style="list-style-type: none"> <li>• Accommodation, food and safe care that meet the Child's needs including special dietary requirements and nominated key worker.</li> <li>• Ensure that the Home has sufficient Staff to provide care for each Child as defined in the Children's Homes (England) Regulations 2015 and accompanying guidance <i>Guide to the Children's Home Regulations including the quality standards April 2015</i> and any subsequent legislation and/ or replacement guidance.</li> <li>• Assist in the implementation of the Care Plan/ Pathway Plan, Placement Plan, Health Plan and PEP.</li> </ul>
<b>2. Clothing for Children (Summer &amp; Winter)</b>
<ul style="list-style-type: none"> <li>• Provide all clothing for the Child.</li> <li>• Provide new and replacement school uniform, sports activity clothing and all other clothing to include special clothing requirements e.g. unusual sizes or for Children with disabilities.</li> </ul>
<b>3. Equipment and resources</b>
<ul style="list-style-type: none"> <li>• Individual sports equipment, within reason, such as tennis racket, football, cricket bat, along with schoolbooks and other equipment.</li> <li>• Children shall have access to a computer in the Home that is for education, homework and leisure use. It shall be connected to the internet and be appropriately safeguarded.</li> <li>• Hobby equipment and clothing, within reason, e.g. football, books, swimming, music including any tuition fees.</li> <li>• Resources relating to religious and cultural needs.</li> <li>• Resources and equipment, within reason, to support the Child develop their talents and life chances.</li> </ul>
<b>4. Glasses and contact lenses, hearing aids and dental equipment</b>
<ul style="list-style-type: none"> <li>• Provision of glasses and contact lenses if required, including replacement in the event of accidental damage or loss.</li> <li>• Provision of hearing aids and dental equipment (i.e. braces and retainers).</li> </ul>
<b>5. Holidays for Children</b>
<ul style="list-style-type: none"> <li>• Reasonable holiday expenses within any twelve-month period for the looked after Children will be included within the standard price.</li> <li>• Any outings arranged by the Home will be included within the standard price.</li> <li>• It is expected that the Home's Staff will accompany Children on any 'family' type holidays in the UK or abroad at least once a year. These activities should include adventure holidays, and other types of club activities that would provide entertainment, education, fun and adventure. This should be offered in line with the Child's Care Plan, following consultation with the Child's Social Worker.</li> </ul>
<b>6. Initial &amp; on-going assessment of need</b>

- Assessment of the Child, both at the beginning of and throughout the Placement.
- Staff attendance at meetings and reviews at the Home or at the Contracting Body's premises.
- Homes must support Children to achieve the short term goals and long term goals as set out within their care plan including transitional arrangements.

#### **7. Pocket money, birthday & festival gifts to Children**

- All such payments are to be included and agreed to at the time of Placement or at subsequent IPA review meetings. Providers will have a policy and procedure covering pocket money and savings and will encourage Children to save weekly or monthly.
- Birthday gifts, festival gifts and parties. All such payments shall not be less than the Contracting Body's recommended amounts.
- Each Child must have a bank account in their own name – initial Placement must set up account within six months if a Child does not have one already.
- Provider to include provision of a weekly savings amount. All such payments shall not be less than the Contracting Body's recommended amounts.
- Savings must travel with Child.

#### **8. Schooling**

- It is the responsibility of the Provider to ensure that the Child attends regularly, provides support with homework assignments, so they are properly completed and extra-curricular activities attended, as appropriate. Including any curricular based activities/trips.
- Liaison with appropriate education authorities and officers to ensure all educational needs are identified and met.
- The Provider is expected to fund and organise the day-to-day transport needs for the Children. This includes Home to school transport for Children placed with them.
- The cost of school dinner monies, school books and equipment will also be included in the standard fee.
- Where additional holidays, such as school activity holidays, are requested for the Child, a written application can be made to the Contracting Body. The Contracting Body will consider making additional funding available to fund such trips but each application will be dealt with on an individual basis.
- Day school outings and visits.

#### **9. Telephone calls**

- Calls to family members, significant others (agreed with the Contracting Body) or the Contracting Body are to be included. Similarly, a small allowance for telephone calls to other friends is to be included in the cost of care.
- The cost of buying, operating or replacing a mobile phone is excluded but can be funded from any pocket money / allowance.

#### **10. Toiletries and Cosmetics**

- All toiletries, including skin and hair care products, to include specialist products.
- The cost of a regular hair cut.

#### **11. Transport**

- The Provider is expected to fund the day-to-day transport needs for the Children. This includes transport required to enable the Child to have contact with friends and their local community.

#### **12. Preparation for independence**

- Staff support Children to develop their independence skills and resilience on commencement of the Placement based on their level of understanding. This work should be evidenced and will sometimes be before the Provider receives a copy of the Social Care Pathway Plan. Working alongside other organisations towards long term outcomes to support the personnel development of the Child.

### 13. Contact

- Subject to a risk assessment, the Provider will facilitate contact as detailed in the Care Plan at a location to be agreed by all parties.
- Supervised contact within the Home (if necessary).

### 14. Other

- Life story work, including support from Staff to assist the Child to understand their situation, background and identity.
- The Provider will support the Child in attending health care appointments and statutory medical examinations.
- The Provider will fund and organise transport to these appointments for the Child.
- Collect and return absconding Child to Placement.
- Appropriate adult work in Police stations.
- Court Attendance costs.

### 15. Education

Where a Children's Home is delivering a Placement with Education input, the Provider will:

- Provide access for the Child to the appropriate curriculum (as specified in the Child's IEP, PEP, EHCP/ Statement) and the curriculum will be delivered by appropriately qualified and trained Staff;
- Fund activities to promote the development of the Child's physical, social, health and emotional (PSHE) development;
- Fund and provide all equipment required to deliver the above.

### 16. Therapeutic Placements

Where a Children's Home is delivering a Placement with Therapeutic input, the Provider will:

- Ensure that there is a therapeutic care model that informs how care and parenting needs to be adapted for Children who have insecure attachments and have experienced trauma;
- Ensure 1:1 therapy and Staff therapeutic support is provided by a qualified professional registered with a recognised professional body;
- Submit monthly reports to the Child's Social Worker, clearly detailing:
  - the number of hours of direct intervention with the Child;
  - consultation with Staff, Social Workers and other professionals as appropriate;
  - the Child's engagement with the intervention;
  - progress relative to outcomes.

#### 9.1 Additional Services

9.1.1 Additional Services are any services over and above the services included in the Core Services Specification for the relevant Services. For example, additional staffing hours, Waking Watch, specialist therapy or any other services which are required which are not included in the Core Services Specification.

9.1.2 Where a Provider feels that Additional Services, such as additional staffing, should be included as part of a Placement Offer (where not originally requested in the Referral), a clear rationale must be provided, which will be carefully considered by the Contracting Body. If agreed, the Additional Services will be subject to regular review (of a minimum of 12 weeks but more regularly if required).

9.1.3 For Additional Services where Prices have not been submitted at Application and are not listed within the Pricing Schedule, the Contracting Body will ask the Providers to quote, at competitive price, relative to prices available from a range of Providers supplying associated care Services.

## 9.2 Education and/or Therapy

- 9.2.1 Wherever possible, it is expected that education and health needs will be met through universal health and education provision.
- 9.2.2 If a Tier 1 Provider delivers Education and/or Therapy and this has not been specifically requested as part of the Referral, Offers for these Placements should only be put forward when the search has progressed to all Tier 2 Providers stage. Any Offers received by the Contracting Body from Tier 1 Providers which include Education and/or Therapy (when this has not been specifically requested) will only be shared with Social Workers when the search has reached the stage of circulating to all Tier 2 Providers.
- 9.2.3 The suitability of Offers submitted for Lancashire referrals by Tier 1 Providers will be monitored by the Council (Key Performance Indicator 4) and discussed at each quarterly monitoring meeting, or sooner if required.
- 9.2.4 Education and/or Therapy which has been agreed and are a Flexible Service will be included separately in the relevant Individual Placement Agreement (IPA), using the Prices submitted within the Provider's Application and will be regularly reviewed, with the exception of Placements where Education and/ or Therapy costs are Fixed Core Services (i.e. where the number of hours is fixed).
- 9.2.5 Where a Provider feels that Additional Services or Education and/or Therapy are required for an existing Placement, this must be discussed and agreed in advance with the Contracting Body. A multi-agency care planning meeting will be held to consider education and health needs and confirm that these are not able to be met through universal services.

### **APPENDIX B: Service Specification Defined terms**

1. Defined terms in this Specification shall have the same meaning as those defined terms in the Call Off Terms and Conditions at Schedule 1 of the PDPS .

## Potential Further Call Off Opportunities

The Council may call off future Children's Home block contract agreements via the PDPS. The current block contract specification is included below for reference.

Applicants applying to be on the PDPS will not be required to deliver a block contract but may wish to apply if and when the opportunity is called off via the PDPS

Please note that the block contract specification used for future call offs may change as a result of future engagement with Providers and/ or to address changing needs, demand and /or market conditions.

## Service Specification

### *Contract for the Provision of CYP Agency Residential Services Block Purchasing Agreement*

Service	<b>Service Specification CYP Agency Residential Service – Block Purchasing Agreement</b>
LCC Commissioner Lead	<b>Annette McNeil (Start Well Policy, Information and Commissioning)</b>
Period	This Agreement will be available for two (2) years, with an option to extend by any period(s) up to a maximum of a further three (3) years.

#### 1. Introduction

- 1.1 The Authority is to commission a service that delivers high quality children's home placements for Lancashire's Children Looked After in compliance with the full requirements of this Service Specification (collectively referred to as the 'Service'). The Service will have a strong focus on positive behaviour management support based on restorative intervention, authoritative parenting and a strengths-focussed approach.
- 1.2 The Service commissioned as a whole will:
- 1.2.1 Provide twenty-four (24) Nominated Placements as follows:
- a) 3 times solo Nominated Placements;
  - b) 9 times complex Nominated Placements (in two to three bed homes); and
  - c) 12 times mainstream Nominated Placements (in four to six bed homes).
- 1.2.2 Provide Nominated Placement(s) within local Authority boundaries or up to a specified distance outside of these boundaries (of up to ten (10) miles outside for mainstream placements and up to twenty (20) miles outside of these boundaries for solo and complex Nominated Placements).

1.2.3 The 24 Nominated Placements in paragraph 1.2.1 above is intended to be delivered by up to three different Service Providers under this Agreement tendered as Lot 1, 2 and 3 and referred to in this Agreement as a Block Nominated Placement each Lot comprising 8 Nominated Placements as follows:

- a) 1 solo (one – bed house);
- b) 3 times complex Nominated Placements (in two-three bedded homes);
- c) 4 times mainstream Nominated Placements (in four-six bedded homes).

1.2.4 Services must meet the Children's Homes (England) Regulations 2015 and its obligations to the regulator Ofsted. However, the Authority is seeking service providers in this agreement who will strive to exceed these standards.

1.2.5 Services must be flexible and can adapt to local and national developments throughout the term of this Agreement. Any adaptations will be reviewed and planned together, by the Authority and the Service Provider. Any adaptations needed to the Service are quickly discussed and mutually agreed and implemented within a reasonable timescale by the Service Provider. This could include, but not limited to:

- a) Legislative changes;
- b) Changes to local safeguarding practices;
- c) Innovation and good practice developments;
- d) Responses to feedback;
- e) Increases and decreases in the number of Block Nominated Placements.

1.3 The Service will support the Authority to fulfil its sufficiency duty in relation to accommodation for CLA and to improve outcomes for this vulnerable group of Children and Young People (CYP). The Service will assist the Authority to improve the availability of suitable children's home placements at the right time and right location, delivering the right support for Lancashire's CYP, ensuring that:

- Our CYP receive the best care possible to meet their needs;
- Our CYP are effectively supported to improve their individual outcomes;
- The welfare of our CYP is promoted and they are effectively safeguarded.

1.4 The Service will complement the services already secured for Lancashire's CYP through the Authority's In House Residential Service and the CYP Residential Flexible Agreement.

1.5 The Agreement is available for two (2) years, with an anticipated sign up date of this Agreement from 1<sup>st</sup> October 2019 with an option to extend by any period(s) of up to a maximum of a further three (3) years.

1.6 Each Service Provider under this Agreement must be able to make available at least 50% of the Block Nominated Placements from the Commencement Date of the Agreement and make available 100% of Block Nominated Placements within twelve (12) months of the Commencement Date of the Agreement. In respect of the latter requirement Nominated Placement in a home yet to be established must fall with the Authority's local authority boundaries.

1.7 The percentage requirements in para 1.6 above do not mean any or all Nominated Placement(s) will be filled and paid for by the Authority from the Commencement Date. The Authority will pay the agreed weekly fee for each Nominated Placement from when an Individual Placement Agreement ("IPA") commences-unless:



- a) A void has arisen due to the Service Provider's inability to provide a Nominated Placement within a Home that has an OFSTED rating of Requires Improvement or above, within the required location;
- b) A reduced fee is jointly agreed by the Authority and the Service Provider in the event of a prolonged period of under-occupancy of a Nominated Placement in a Home;
- c) Where prolonged underperformance against Key Performance Indicators (KPIs) results in a decision by the Authority to reduce the number of Nominated Placements provided under the Agreement.

1.8 Dependent on performance of the Service and mutual agreement between the Authority and the Service Provider(s) under this Agreement, the number of Block Nominated Placements as part of this arrangement can be increased from 24 beds up to a maximum of 50 children's home beds. (See Appendix A section 7). Additional nominated placements may be for any type of regulated children's home provision (including mainstream, complex and solo placements) and could also include regulated short term crisis/ assessment placements.

## 2. Key Principles

### 2.1 Key principles in relation to the provision of residential care:

- 2.1.1 Residential care is not appropriate for many CLA, and fostering or connected care is often a better option. However, for those CYP whose needs are best met by residential care, it is generally better for that care to be local, rather than at a distance from the CYP's school, friends and family.
- 2.1.2 CYP in residential child care shall be loved, happy, healthy, safe from harm and able to develop, thrive and fulfil their potential.
- 2.1.3 Residential child care shall value and nurture each CYP as an individual with talents, strengths and capabilities that can develop over time.
- 2.1.4 Residential child care shall foster positive relationships, encouraging strong bonds between CYP and Service Providers in the Home on the basis of jointly undertaken activities, shared daily life, domestic and non-domestic routines and established boundaries of acceptable behaviour.
- 2.1.5 Residential child care shall be ambitious, nurturing CYP's school learning and out-of-hours learning and their ambitions for their future.
- 2.1.6 Residential child care shall be attentive to CYP's need, supporting emotional, mental and physical health needs, including repairing earlier damage to self-esteem and encouraging friendships.
- 2.1.7 Residential child care shall be outward facing, working with the wider system of professionals for each CYP, and with the CYP's families and communities of origin to sustain links and understand past problems.
- 2.1.8 Residential child care shall have high expectations of Service Provider's Personnel as committed members of a team, as decision makers and as activity leaders. In support of this, children's homes shall ensure all Service Provider's Personnel are engaged in on-going learning about their role and the CYP and families they work with.
- 2.1.9 Residential child care shall provide a safe and stimulating environment in high-quality buildings, with spaces that support nurture and allow privacy as well as common spaces and spaces to be active.

### 2.2 Key principles in relation to the delivery of the Service:

- 2.2.1 A proactive, collaborative 'can do' attitude is adopted by the Authority and between Service Providers delivering both Authority's In House Residential Service and Nominated Placements for CLA.
- 2.2.2 The Authority and Service Provider(s) will work in close collaboration to ensure the Authority's In House Residential Service and Nominated Placements are maximised, unnecessary voids are prevented and suitable children's home placements are identified for Lancashire's CLA.
- 2.2.3 The Authority (including the Authority In-House) and Service Provider will meet monthly to discuss referrals and current placements, raise issues or concerns, and share good practice.

- 2.2.4 A CYP's suitability for a Nominated Placement will be based on a thorough Impact Risk Assessment, including other placements and locations.
- 2.2.5 Flexibility is available in relation to the location of Nominated Placement(s). For example, where a Service Provider's Impact Risk Assessment determines that a CYP's needs cannot be met within a Nominated Placement, but can be met within another Home registered by the Service Provider, the Service Provider shall update the Impact Risk Assessment accordingly and the Nominated Placement will be transferred for the duration of the placement.
- 2.2.6 The Service Provider must give priority to a CYP placed by the Authority in a Nominated Placement in the event of a breakdown in relations, or matching error with any future CYP placed. Where this occurs, the Service Provider should look to move any CYP placed after the Nominated Placement was filled to ensure stability for the CYP placed within the Nominated Placement.
- 2.2.7 In the event that a Nominated Placement breaks down, the Authority's In House Residential Service and Service Providers will work collaboratively to secure an alternative solution.

### 3. Legislation, Regulations and Guidance

3.1 The Service is expected to be provided in line with the following statutory policies, guidance and frameworks. This list is indicative for guidance only and is not exhaustive and is subject to change:

- Children's Homes (England) Regulations 2015
- Care Standards Act 2000
- Health and Social Care Act 2012
- Children Act 1989 and 2004
- Children Act 1989 Guidance and Regulations Volume 5: Children's Homes. Statutory Guidance for Local Authorities 2013
- Care Planning, Placement and Case Review (England) Regulations 2010
- Care Planning, Placement and Case Review The Children's Homes and Looked After Children (Miscellaneous Amendments) Regulations 2013
- Sufficiency Statutory Guidance 2010
- Children and Families Act 2014
- Working Together to Safeguard Children 2015
- United Nations Convention on the Rights of the Child (Article 12)
- Health and Safety at Work Act
- Equality Act 2010 amended 2016
- The Data Protection Act 1998
- General Data Protection Regulation 2018
- Public Services (Social Value) Act 2012
- Freedom of Information legislation
- Lancashire Children's Social Care Procedures
- Pan Lancashire Safeguarding Children Procedures

3.2 The sufficiency duty requires the Authority to have regard to the benefit of having a number of accommodation providers in their area and a range of accommodation capable of meeting different needs.

3.3 The Authority must take into consideration when deciding the most appropriate placement:

- Allowing the CYP to live near his/ her home;
- Not disrupting the CYP's education or training;
- Enabling the CYP and a looked after sibling to live together;
- Meeting the particular needs of disabled CYP;
- Providing accommodation within the local authority's area, unless that is not reasonably practicable.

3.4 The Service will work together with the Authority to ensure compliance with the legislation, regulations and guidance, ensuring monitoring of standards; and work towards continuous improvement.

#### 4. Children and Young People's Views and Participation

##### 4.1 Children and Young People's Views

It is important that the successful Service Providers take account of the views of our CYP when shaping the Service and that the Service continues to develop in line with the views and aspirations of CYP.

CYP have told us that they want the Service to ensure that:

The homes look and feel homely, have lots of photos around and aren't obviously children's homes.

The homes create a family environment, where CYP are encouraged to come together.

Staff are fair, supportive, friendly and caring, like a supportive family.

There is a consistent workforce and good relationships between staff and CYP.

There are good relationships with CYP in the home.

The homes involve CYP in decision making, they feel listened to and their views are taken on board.

CYP are involved in recruitment and selection of support workers.

CYP are taken away on an annual holiday.

Staff receive good training on mental health issues, which helps them to understand and support CYP in the homes

The Service is able to meet the needs of all CYP and don't select placements just based on cost or behaviour.

There are well matched and well planned placements – ensuring all CYP get along and new CYP will not cause major disruptions.

CYP are prepared and supported to move on from the homes, back to their family, into foster care or to live on their own.

##### 4.2 Participation of Service Users

4.2.1 The Service Provider is expected to treat CYP and families as partners, not simply recipients of services. They should be actively involved in the planning, delivery and evaluation of support.

4.2.2. The Service Provider should demonstrate:

- 4.2.2.1 How it actively involves CYP in the evaluation and design of the Service and organisation
- 4.2.2.2 How it actively involves CYP in assessments, planning and review of progress
- 4.2.2.3 That CYP report a consistently high satisfaction level of the services they receive

## 5. Service Description

### 5.1 Admissions Procedures and Placement Matching - also see Appendix A section 1, 2, 5

- 5.1.1 The Service shall operate 365 days a year for 24 hours per day and shall provide same day, short term and long term Nominated Placements for CYP referred by the Authority.
- 5.1.2 The assessment procedures carried out by the Authority prior to placement will identify the type of Nominated Placement suitable to meet the individual CYP's needs. Only CYP who have been assessed as being likely to benefit from the Service will be eligible for the Service.
- 5.1.3 The Authority's Access to Resources Team (ART) shall send out the CYP's referral documentation and any other relevant information to the Service Providers via encrypted email. Each Service Provider will accept the referral documentation (as amended from time to time). Where the Service Provider requires additional information, this will be requested through ART.
- 5.1.4 Each Service Provider will respond to referrals directly to ART, within twenty-four (24) hours wherever possible, and no longer than forty-eight (48) hours, of receiving the referral. The Service Providers will respond attaching a completed Impact Risk Assessment, this will determine the CYP's suitability for the Service giving regards to a range of factors including other CYP in placement and location.
- 5.1.5 If a Service Provider's Impact Risk Assessment determines that a CYP's needs cannot be met within the Service, the Service Provider will consider whether the CYP's needs can be met within another of their Homes. If it is determined that a CYP's needs can be met within an alternative Home, registered by the Service Provider, the Service Provider shall update the Impact Risk Assessment accordingly and the Nominated Placement will be transferred for the duration of the IPA.
- 5.1.6 If, when making a referral to the Service Providers, the Authority specifies that the referral is of an emergency nature (required same day), each Service Provider shall use its best endeavours to respond to the referral, with a completed Impact Risk Assessment, within one (1) hour of the Service Provider receiving the referral from the Authority. ART may contact the Service Providers direct by telephone if the referral is of an emergency nature.
- 5.1.7 To satisfy CYP's individual needs, Service Providers may need to supply other Services, in addition to those specified in the Core Cost specification. These additional Services will be invoiced separately in the relevant Individual Placement Agreement (IPA), using the prices submitted at tender stage and will be regularly reviewed. For additional Services where prices have not been submitted at tender stage, the Authority will ask the Service Providers to quote, at competitive prices, relative to prices available from a range of Service Providers supplying associated care Services.
- 5.1.8 The admissions process may be adapted and improved over time following feedback from the Service Providers and key stakeholders. Any changes will be discussed and agreed prior to implementation.
- 5.1.9 The Authority will supply all relevant information, including CLA documents prior to the commencement of the IPA where the placement is made on a planned basis or within 3 working days where the placement is made in an emergency.

5.1.10 Where a Nominated Placement is being made outside of Lancashire County Council boundaries, the Service Provider will assist the Authority to notify the relevant local contacts.

5.1.11 The Service Provider's admission procedures shall incorporate as a minimum the following:

- The Service Provider shall arrange for the Home's Registered Manager, and the allocated key worker to visit the CYP in their place of residence before admission to the Home
- At least one (1) introductory visit by the CYP to the Home during which the Service Provider shall ensure that the CYP is introduced to members of staff and other CYP living at the Home and is familiarised with the Home, their own personal space within it, the communal areas and surrounding community.
- Give each CYP a copy of its 'Children's Guide' prior to moving in, along with any additional information/ 'welcome pack' the Home provides.
- Ensure the Registered Manager and / or the allocated key worker is/ are present to welcome the CYP and settle them at the Home at the time that they move in to the Home.

5.1.12 Throughout the introductory visits and initial phase of residence after admission, the Service Provider must monitor the CYP's adjustment to their new surroundings, including their relationship with other CYP and Staff, the Home's success in meeting the CYP's individual needs and the need for adjustments in the use of any equipment.

5.1.13 Admissions will be managed in such a way as to ensure that placement stability and excellent levels of occupancy are maintained.

## 5.2 **OFSTED** - also see Appendix A section 6

5.2.1 Service Providers must ensure that any Service offered under this Agreement is registered with OFSTED from the Commencement Date, unless otherwise agreed by the Authority in writing.

5.2.2 At the Commencement Date, each Service Provider shall make available to the Authority Nominated Placements within its Services with an OFSTED rating of Good or above. These will be Nominated Placements within specific homes, with the ability to transfer a Nominated Placement to another home, as described in 5.1.5 and 5.2.6.

5.2.3 In the event that, during the course of the contract, the OFSTED rating of a Home which includes a Nominated Placement is reduced to less than Good at full inspection, the Service Provider shall use all reasonable endeavours to regain an OFSTED rating of Good or above within an agreed timescale, and the Authority shall provide reasonable support in that objective, managed through an agreed action plan. If the timescale is not met, the Authority will consider issuing an Improvement Notice via contractual terms and conditions.

5.2.4 The Authority shall pay to the Service Provider the appropriate Nominated Placement weekly rate made available to the Authority during the Term of the Agreement, provided that the Nominated Placement is located in a Home with an OFSTED rating of Requires Improvement or above.

5.2.5 In the event that during the course of a Nominated Placement , the OFSTED rating of the Home is reduced to Inadequate, an urgent review of all Lancashire placements within the Home will be undertaken, leading to a decision made on whether the placement(s) meet need and are appropriate to continue. Please note that the Authority does not place CYP within Homes rated Inadequate.

5.2.6 The Authority shall not be obliged to pay the weekly Nominated Placement rate in respect of a void which has arisen due to the Service Provider's inability to provide a Nominated Placement within a Home that has an OFSTED rating of Requires Improvement or above. If the Service Provider is able to offer a Nominated Placement within an alternative Home that is rated Requires Improvement or above and within the required geographical location, the Nominated Placement can be transferred.

## 5.3 **Service to be Provided**

- 5.3.1 The Service Provider will have a duty of care for all CYP from the time they are collected or received by the Service Provider until the CYP are returned to the care of the Authority or person with parental responsibility.
- 5.3.2 At all times, the Service Provider will ensure that the service and care decisions must be centred on meeting the assessed needs of the CYP, seeking to value and promote the identity of a CYP, as well as improving their well-being, life chances and potential outcomes.
- 5.3.3 The Service Provider will adopt and promote values and principles which place CYP, and their parents or carers (where appropriate), at the centre of their respective Service provision.
- 5.3.4 Statutory responsibility for the CYP and for monitoring their individual progress ultimately rests with the Authority and will be exercised through the CYP's Social Worker and statutory review procedures. The Service Provider will however, be responsible for delivery of the Service and day to day monitoring of the CYP's wellbeing and progress as defined in the CYP's Care Plan, and providing regular updates to the Social Worker outlining the CYP's progress in order to support the statutory review process.
- 5.3.5 Throughout the placement, the Service Provider will work to assist with the implementation of the CYP's Care Plan, including as applicable the Pathway Plan, Health Plan, Education Health and Care Plan/ Statement of Special Education Needs and Personal Education Plan. The Service Provider will supply written progress reports, court statements and assessments on individual CYP for planning meetings, safeguarding meetings, review meetings and court proceedings as required.
- 5.3.6 The Service Provider shall work in partnership with the Authority:
- 5.3.6.1 to ensure that the assessed needs of each CYP are based upon relevant and up-to-date information;
  - 5.3.6.2 to monitor the needs of each CYP and address any changes in their needs;
  - 5.3.6.3 and others to assist in the monitoring of the CYP's needs as appropriate;
  - 5.3.6.4 to communicate any barriers to achieving the care plan, in a timely manner.
- 5.3.7 The Service Provider will:
- 5.3.7.1 Safeguard the CYP's welfare by the application of clearly stated operational principles and established standards of practice and provision.
  - 5.3.7.2 Ensure that there are appropriate arrangements for consulting with and facilitating participation in decision making by CYP and where appropriate their parent(s) or carers.
  - 5.3.7.3 Ensure that all CYP are treated as individuals at all times, being attentive to each CYP's individual needs and rights in relation to age, gender, race, sexual orientation, gender reassignment, disability, and religion or belief, and meet specific cultural needs.
  - 5.3.7.4 Work in partnership with all agencies, organisations and individual professionals with a responsibility to the CYP so that CYP will see that everyone involved in their life is working in co-operation, co-ordination and in their best interest.
  - 5.3.7.5 Ensure CYP themselves are given accurate and timely information with regard to the length of their placement and why they are being placed, and generally ensure that CYP are given clear explanations in a manner that is meaningful to them of the logic of decision making processes and how decisions demonstrate the other principles.
- 5.3.8 The Service Provider will encourage and facilitate through reasonable and appropriate means CYP's attendance and participation at local consultation, engagement, participation and advocacy forums.

- 5.3.9 The Service Provider will ensure each CYP is supported to have meaningful contact with siblings, parents and relatives as specified in the CYP's Care Plan. The Service Provider must not allow contact with anyone that is not specified in the Care Plan or Pathway Plan unless provided with written permission by the Authority.
- 5.3.10 The Service Provider will promote an ethos, culture and practice within the Home, engaging with external professionals and Services and where appropriate, those with parental responsibility, to achieve the expected outcomes for the CYP.
- 5.3.11 In all outcomes and service requirements, the Service Provider will ensure that a range of methods and practices are used to empower and support all CYP to achieve their outcomes. Service Provider care practices must challenge barriers to inclusion and equal access to opportunities for work, training and social participation.
- 5.3.12 The Service Provider will ensure that the Service implements good care practice based on current research and evidence.
- 5.3.13 A copy of the Service Specification should be kept at the Service for all Staff and CYP to read. The Service Provider will use all reasonable endeavours to ensure that the Registered Manager and Staff are fully aware of, supported to, and working to deliver a Service that meets the Service Specification.
- 5.3.14 The Service Provider shall aim to create sustainable change to reduce long term social and welfare dependency, with the aspiration of equipping CYP with the skills to become a self-sustainable adult, for example being able to secure employment, maintain their own tenancy agreement and contribute positively to the local community.
- 5.3.15 The Service Provider will work in partnership with the CYP, Stakeholders and the Authority to actively encourage and support the CYP's step down of support from the Service Provider to enable independence and the CYP's move on to an alternative care provision, back to the family home, foster placement or to supported accommodation, if appropriate and in the best interests of the CYP.
- 5.3.16 The Service Provider shall deliver a flexible service ranging from full time to phased care, which can support returns to families, foster placements and transition to independent living, this includes the provision of outreach support within the family home, foster or supported living placement in order to support the sustainability of the CYP's long term Care Plan.
- 5.3.17 The Service Provider shall develop a Placement Plan with respect to each CYP which will clearly identify how they will meet the overall outcomes identified within the CYP's Care Plan. This plan will define milestones alongside timescales for completion, the progress against each milestone will be reviewed on a regular basis by the Service Provider and shared with the Authority in order to demonstrate the effectiveness of the Service Provider in supporting the achievement of the Care Plan in a timely way.
- 5.3.18 The Service Provider will create an environment which is sustainable as the CYP steps down to a family based placement or independent living e.g. behaviour management shall not focus on monetary rewards which could create unrealistic expectations for a CYP and may hinder the progress of a Care Plan in which a step down is identified. The Service Provider shall attempt to understand the underlining functions of behaviour and be creative in finding individualised solutions for behaviour management.
- 5.3.19 The Service Provider will inform the Authority immediately if there are changes, that may impact on their ability to provide suitable Services, to their:
- 5.3.19.1 Registration with the Regulatory Body
  - 5.3.19.2 Finances

#### **5.4 Accommodation and Board**

- 5.4.1 Service Providers will ensure that the Homes used for provision of the Service are maintained to a high standard and provide a homely feel for our CYP. The Homes shall be decorated and furnished in a non-institutional manner, with CYP and Staff being involved in the choice of décor and new furnishings.

- 5.4.2 Buildings used for the provision of the Service shall meet all legal requirements and conform to the requirements of the Regulatory Body.
- 5.4.3 The Homes should be kept in a clean and presentable order, including the exterior and gardens.
- 5.4.4 The Homes shall be suitably adapted to meet the needs of CYP and be compatible with the requirements of the Service Provider's Statement of Purpose and function.
- 5.4.5 Accommodation shall consist of a single room for each CYP placed, except in the case of siblings and where agreed with the Authority.
- 5.4.6 The CYP shall not be asked to change their room except where the CYP has positively asked to move, or for temporary reasons such as carrying out of repairs or redecoration.
- 5.4.7 Board shall mean food prepared for the CYP or by the CYP under supervision or with assistance. Diet/ food must meet the cultural and religious needs of individual CYP.

## 5.5 Restorative Justice

- 5.5.1 The Service Provider shall implement the *Lancashire Joint Agency Protocol to Assist in Dealing with Offences in Residential Children's Care Homes* and seek to divert, where possible CYP from the criminal justice system, court proceedings and from custody and reduce the need to use formal justice system sanctions by adopting restorative processes.
- 5.5.2 The Service Provider shall make every effort to avoid unnecessary criminalisation of the CYP it accommodates. Restorative approaches shall underpin the Service Provider's response to behaviour management, whether or not the behaviour occurs in placement or in the community and strive to understand the underlying causes of a CYP's behaviour. The Service Provider shall ensure that all staff fully understand the benefits of restorative justice to CYP's learning about cause and effect.
- 5.5.3 The Service Provider shall ensure that staff are trained in restorative practices to manage challenging behaviour and staff strive to manage challenging behaviour by way of internal resolution and through the use of restorative processes without the involvement of the Police, wherever possible.

## 5.6 Child Exploitation & Missing From Care

- 5.6.1 For those CYP subject to, or at risk of exploitation and/ or missing from care, the Service Provider shall work closely with the Authority who will coordinate a multi-agency response in relation to the assessment of risk and required interventions and support to help mitigate such risks.
- 5.6.2 The Service Provider will ensure that staff are trained and supported to meet the emotional and physical needs of CYP subject to, or at risk of all areas of exploitation and/ or missing from care. The Service Provider shall ensure that staff are trained and equipped to identify signs of exploitation and the linkages between CYP missing.
- 5.6.3 The Service Provider shall work with the Authority and involved multi-agency team to develop and implement intervention strategies designed to reduce the possibility of a CYP going missing and the CYP at risk or the victim of exploitation. This shall include but is not limited to:
  - 5.6.3.1 Trigger points for absence or missing episodes;
  - 5.6.3.2 Risks to the CYP, during or after a missing episode including being picked up;
  - 5.6.3.3 Indicators of exploitation risk and any known associates of concern who may pose a risk to the CYP.
  - 5.6.3.4 What steps can be taken to reduce the likelihood of the CYP going missing and coming to any harm;
  - 5.6.3.5 Disruption techniques utilised to reduce the risk of exploitation to a CYP, for instance if any Child Harboursing/ Abduction Warning Notices served by the Police;



- 5.6.3.6 Friends and family details and contact numbers as well as addresses where the CYP has been commonly found;
  - 5.6.3.7 Expectations of the CYP, for example, curfews and, when and how to make contact, and the relevant and proportionate consequences of lateness;
  - 5.6.3.8 Expectations of the Service Provider, e.g. at what point the Service Provider is to notify the Police or the Authority, collecting the CYP when their whereabouts becomes known and arrangements for return home interviews with the exploitation team;
  - 5.6.3.9 Agreements around rules for staying overnight at friend's houses or going on trips.
- 5.6.4 The Service Provider shall establish a clear pathway of communication between the social worker/ exploitation team to ensure information relevant to the exploitation and missing risks surrounding the CYP is regularly shared and updated.
- 5.6.5 The Service Provider shall assist the Police and Authority in building intelligence relative to exploitation risks, to include the make, model, colour and registration number of relevant vehicles, key times and dates and known hot spots.

**5.7 Education** - also see Appendix A section 2

- 5.7.1 Where possible, CYP shall be supported to access mainstream or maintained education provision. The Service is required to contribute to the Personal Education Plan as required and support the educational, behavioural and personal development targets identified through the PEP.
- 5.7.2 Where it is assessed that a CYP would benefit from a package of education as part of their placement, this can be purchased as an additional service, if identified on the referral and included within the Individual Placement Agreement (IPA) or assessed as required by the Authority during the course of the placement and included within a variation to the IPA. For the avoidance of doubt, education is an optional Additional Service, the Service Provider cannot offer a Service on the basis that the offer is conditional upon the acceptance of education.
- 5.7.3 Education is defined as an OFSTED registered provision with the ability to offer up to 25 hours per week. Education shall be provided by a qualified teacher, whose qualifications are appropriate for the age and ability of the CYP.
- 5.7.4 Where education is provided under this Contract, the Service Provider is required to contribute to the Personal Education Plan and to lead on identifying educational targets and strategies to support progress and achievement. The Service Provider is also required to submit the following data to the Authority:
  - 5.7.4.1 weekly attendance data;
  - 5.7.4.2 attainment tracking data on a termly basis;
  - 5.7.4.3 information relating to modified timetables to be agreed by the Authority prior to implementation;
  - 5.7.4.4 Reviews of the Education, Health and Care Plan (EHCP), annually or as and when required.
- 5.7.5 All such data is to be sent to the Virtual School [virtualschool@lancashire.gov.uk](mailto:virtualschool@lancashire.gov.uk) or using an appropriate system as identified by the Authority.

**5.8 Emotional Health and Well-Being** - also see Appendix A section 2

- 5.8.1 Where applicable, in order to meet a CYP's emotional health and well-being needs, the Service Provider shall support the CYP to access therapeutic input provided by universal or specialist services offered by the NHS and Local Authority funded services already available to CYP, which are free at point of the delivery. However the Authority may determine, in consultation with the relevant Clinical Commissioning Group, that an assessment and/ or intervention delivered or arranged by the Service Provider may better meet the CYP's needs. This requirement will be clearly indicated on the referral documentation and within the IPA. Alternatively if assessed

as required by the Authority during the course of the placement, and the Service Provider is able to facilitate the request, the IPA will be varied. For the avoidance of doubt, the Service Provider cannot offer a Service on the basis that the offer is conditional upon the acceptance of therapeutic or psychological intervention delivered directly to a CYP.

- 5.8.2 If the Authority determines that the CYP requires intervention delivered or arranged by the Service Provider, the Service Provider will submit to the Authority details of the Practitioner's qualifications, experience, employment history, membership of relevant professional bodies and declare any potential conflict of interest. If the Practitioner changes throughout the course of the intervention, the Service Provider must re-submit such details in advance of any change.
- 5.8.3 If the CYP is in receipt of intervention delivered or arranged by the Service Provider, the Service Provider will submit a report to the CYP's Social Worker on a monthly basis, the frequency of such reports can be negotiated through written agreement with the Social Worker giving regard to the frequency of the intervention. Reports should clearly detail the number of hours of direct intervention with the CYP within the reporting period, consultation with staff, Social Workers and other professionals as appropriate, the CYP's engagement with the intervention and progress relative to outcomes. Assessment reports shall clearly identify the CYP's needs as opposed to recommend a specific resource, service, provision or placement to meet the CYP's needs.

#### **5.9 Placement Stability** - also see Appendix A section 3

- 5.9.1 The Authority has a duty to minimise the number of moves a CYP experiences and the disruption this causes. Therefore, the Authority seeks to secure the right placement first time, in line with the CYP's Care Plan to avoid further movement and instability for a CYP.
- 5.9.2 Once a CYP has been placed with the Service Provider, it is the Service Provider's responsibility to ensure it can meet the challenging and changing needs of the CYP, being flexible with the use of resources and staffing ratios. It is the Service Provider's responsibility to communicate changes to the Authority and to seek agreement in writing to the changes, in advance, if there is a cost implication for the Authority.
- 5.9.3 All CYP will have a planned exit at an appropriate time. For the avoidance of doubt, the Service Provider cannot end a placement of a CYP, without first having detailed discussions with the Authority and after having explored all options available (with the support of and in conjunction with Children's Social Care) to enable the placement to continue.
- 5.9.4 In the event of a safeguarding concern, the Service Provider and Authority shall work together to find a solution to ensure the safety of all CYP in placement and staff whilst sourcing an alternative placement for a CYP as necessary. Urgent actions to safeguard CYP within the Children's Home will be agreed through established strategy meeting / discussion processes.
- 5.9.5 In the event of a breakdown in relations, or matching error with any future CYP not placed as part of the Arrangement, the Service Provider must give priority to a CYP placed by the Authority in this Agreement. Where this occurs, the Service Provider should look to move any CYP placed after the Nominated Placement was filled to ensure stability for the CYP placed within the Agreement.
- 5.9.6 Where a Nominated Placement is impacting negatively on the wellbeing of other CYP (who has been either placed under this agreement or placed before the placement under this Agreement commenced) to such an extent that a formal, planned response is required, the Service Provider shall request an Impact Meeting and will work constructively and collaboratively with the Authority to address and respond to care planning concerns.
- 5.9.7 If the Service cannot meet a CYP's needs, and it is agreed between the Service Provider and the Authority that a placement move would be in the best interest of a CYP, the Service Provider shall ensure that it supports the CYP and the Authority and assists in facilitating a planned exit from the placement.
- 5.9.8 Where paragraphs 5.9.1 to 5.9.7. above have been complied with, the Service Provider wishes to bring a Nominated Placement to an end, the Service Provider must be on a planned notice of 28 days in writing to the Authority, unless otherwise agreed in writing by the Authority.

5.9.9 The Service Provider shall not move a CYP to another Service, unless it is an emergency or a planned move that has been agreed with the Authority, in writing and in advance. In the event that the Authority and the Service Provider have agreed that an emergency move should be a brief intervention to address an immediate situation, the Service Provider will work with the Authority to seek an arrangement that will maximise placement stability for the CYP.

5.9.10 At the end of all Nominated Placements, the Service Provider is required to submit an End of Nominated Placement Report to the Authority within 30 days of the conclusion of the placement.

#### **5.10 Selling Nominated Placements** - also see Appendix A section 5

5.10.1 In the event that a Nominated Placement has been unoccupied for a significant period of time, the Service Provider and Authority may jointly agree, in writing, the conditions in which the Service Provider can sell a Nominated Placement to another Local Authority for a fee which the Service Provider deems appropriate.

5.10.2 In this instance, the Service Provider's invoice to the Authority will be automatically deducted by the Nominated Placement rate specified within the Contract.

5.10.3 If either party approaches the other with a proposal to sell a Nominated Placement, the other Party shall respond with a decision within five (5) working days.

#### **5.11 Staying Close**

5.11.1 The Service shall comply with the 'Staying Close' agenda which guarantees support for CYP leaving residential care up to the age of twenty one (21). Staying Close could take many forms depending upon the assessed needs of the CYP and the CYP's wishes and feelings. Examples of support under the 'Staying Close' agenda could include:

5.11.1.1 the CYP being able to visit their former Home and retain links with staff;

5.11.1.2 telephone support;

5.11.1.3 retaining the support of a Keyworker from the Home.

5.11.2 The Service will work with the Authority to ensure that the move on plan from the residential setting incorporates how staying close will be practically achieved taking into account the CYP's wishes and feelings.

5.11.3 The Service will ensure that staff are positively supporting the CYP's agreed move on plan from the Home to reduce the CYP's anxiety.

5.11.4 The Service Provider(s) and their staff will work proactively within the statutory review process to ensure that agreed move on plans are achieved in a timely way.

#### **5.12 Complaints**

5.12.1 The Service Provider shall operate a complaints policy in accordance with regulations, which all employees and CYP have been made aware of, have seen a copy of and which details how to complain in writing.

5.12.2 Independent visitors shall be familiar with the Complaints Procedure and shall be able to assist CYP to make a complaint.

5.12.3 The Service Provider shall keep records of all complaints made. The action taken as a result will be recorded and records shall be available for inspection and the outcomes of complaints explained and discussed with the CYP.

#### **5.13 Absence of a Registered Manager of a Home**

5.13.1 Where a Service Provider's Registered Manager is absent for a period exceeding four weeks, the Service Provider will notify the Authority, where possible, no less than four weeks prior to the event. Service Providers must supply a contingency plan for the interim or permanent period.

#### **5.14 Planned/ Emergency Closure of a Home**

5.14.1 The Service Provider will give the Authority no less than three months written notice of any proposals to close the Home(s) or the intention to close the Home(s). In the event of a potential or actual emergency closure of the Home, the Regulatory Body and the Authority must be informed immediately and the parties will work together to safeguard the interests of the CYP until such time as an alternative arrangement can be made.

5.14.2 The Service Provider will transfer any nominated placement within a closed Home to other Homes within the agreed area (i.e. within Lancashire or up to 10/ 20 miles outside of Lancashire County Council boundaries).

### **6. Service Delivery**

#### **6.1 Service User Criteria**

6.1.1 The assessment procedures carried out by the Authority prior to placement shall identify the type of placement suitable to meet the individual CYP's needs. Only CYP who have been assessed as being likely to benefit from placement, both in relation to their assessed care needs shall be eligible for the Services.

#### **6.2 Specific Provision Criteria**

For the purposes of this Agreement, a Nominated Placement types as follows:

##### **6.2.1 Mainstream**

6.2.1.1 Group living care for 4 to 6 CYP of either gender.

6.2.1.2 There must be a minimum of 1 member of care Staff to 2 CYP when the CYP are in the unit. This includes evenings, school holidays and weekends.

6.2.1.3 Referral decision will be informed by an Impact Risk Assessment of the presenting needs alongside the background needs of the existing group. Consultation with social workers for CYP already living at the Home will be included within this Impact risk Assessment.

6.2.1.4 The Service Provider's keyworker will coordinate care and support for that CYP, including intervention to address presenting needs and risks. This may typically include CYP who:

6.2.1.4.1 Are NEET, or at risk of being NEET

6.2.1.4.2 Display challenging behaviour

6.2.1.4.3 Go missing from home

6.2.1.4.4 Engage in substance misuse

6.2.1.5 Admission decisions are not made or reviewed based simply on categories of needs / risks – they are based on assessing the ability to safely meet a CYP's need in a specific environment and the impact of a CYP's needs on other CYP living at the home. It is acknowledged that CYP often enter care in crisis / distress, and require resilient and skilled care to develop different patterns of behaviour. This has to be balanced against the need to keep them safe and ensure the safety and wellbeing of other CYP living at the Home and this is best achieved through effective multi-agency care planning.

6.2.1.6 Wherever possible, mainstream Nominated placements will be part of a planned move. However, there will be circumstances when emergency (same day) Nominated Placements will be required. The Service Provider is expected to be able to provide emergency (same day) Nominated Placements. Such emergency Nominated Placements will only be made where this is judged compatible with the needs of the existing CYP within the Home and will in every case be subject to a Care Planning Review within 72 hours of the start of placement.

## 6.2.2 Complex

6.2.2.1 A complex Nominated Placement provides bespoke care to CYP as a dual or small group (3 CYP).

6.2.2.2 For 2 bedded homes there must be a minimum of 1 member of care Staff to 1 CYP (1:1 staffing ratio).

6.2.2.3 Overnight care via a Waking Watch is likely to be necessary from the Service Provider CYP who are assessed to require a complex Nominated Placement will be likely to present needs / risks including:

6.2.2.3.1 Prior placement breakdown(s) in larger group settings indicating a need for high level staff support

6.2.2.3.2 Significant risks/impacts towards other CYP in placement (linked to offending behaviour, missing from home, exploitation, substance misuse for example);

6.2.2.3.3 Complex emotional / mental health needs requiring specialist, psychologically informed care (including self-harm, harmful sexual behaviour etc.);

6.2.2.3.4 In light of the above and wherever possible, Nominated Placements into complex Homes will be part of a planned move. However, there will be circumstances when emergency (same day) Nominated Placements will be required. The Service Provider is expected to be able to provide emergency (same day) admissions for the complex Nominated Placement. Such emergency Nominated Placements will only be made where this is judged compatible with the needs of the existing group and will in every case be subject to a formal Care Planning Review within 72 hours of the start of placement.

## 6.2.3 Solo

6.2.3.1 A solo Nominated Placement provides bespoke care to CYP who, due to their high risk behaviours and impact on either themselves or others, cannot live alongside other CYP.

6.2.3.2 In some circumstances, the solo Nominated Placement may be used as an alternative to or a step down from secure welfare provision.

6.2.3.3 There must be a minimum of 2 members of care Staff to 1 CYP (2:1 staffing ratio).

6.2.3.4 Overnight care via a Waking Watch is likely to be necessary. CYP who are assessed to require a solo Nominated Placement will be likely to present needs / risks including:

6.2.3.4.1 Prior placement breakdown(s) in group settings indicating a need for high level staff support

6.2.3.4.2 Very significant risks/ impacts towards other CYP in placement (linked to offending behaviour, missing from home, exploitation, substance misuse for example)

6.2.3.4.3 Complex emotional / mental health needs requiring specialist, psychologically informed care (including self-harm, harmful sexual behaviour etc.)

6.2.3.4.4 In light of the above and wherever possible, solo Nominated Placement will be part of a planned move. However, there may be circumstances when emergency (same day) placements into these beds may be required. The Service Provider is expected to be able to provide emergency (same day) solo Nominated Placements. Such emergency Nominated Placements will be subject to a Care Planning review within 72 hours of the start of placement.

## 6.3 Staffing Requirements

- 6.3.1 The Service Provider will be responsible for maintaining good employment practice in accordance with relevant legislation.
- 6.3.2 The Service Provider must ensure at all times that they have sufficient numbers of staff of appropriate ability, qualification, skill, knowledge, training or experience available to provide and supervise the provision of the service and cater for staff holidays, sickness and absence.
- 6.3.3 The Service Provider shall ensure that their staffing ratios are appropriate to deliver the specification safely and effectively. Additional services such as additional staffing should only be seen as a brief intervention in order to stabilise behaviours and not as a long-term solution.
- 6.3.4 Qualifications for staff working in Homes, including Managers, shall meet the requirements outlined in Children's Homes Regulations Including Quality Standards Guide 2015 Annex A.
- 6.3.5 The Service Provider shall ensure that each member of staff is provided with a comprehensive induction course during the first two (2) weeks of their employment, in order to ensure that before they are engaged in the delivery of the Services they:
  - 6.3.5.1 have a good understanding of the needs of the CYP which the home accommodates;
  - 6.3.5.2 recognise CYP's rights of choice and control;
  - 6.3.5.3 have an affinity and capacity for providing Care to a high quality;
  - 6.3.5.4 are adequately and effectively trained to deliver their role with the Service;
  - 6.3.5.5 are familiar with and understand the relevant requirements of the Contract which relate to their duties;
  - 6.3.5.6 are familiar with and implement the approved complaints procedure and responsibilities with regard to safeguarding and whistle blowing.
- 6.3.6 The Service Provider shall ensure that Staff are trained in the following as a minimum: holistic behaviour management including de-escalation and physical intervention, child protection/ safeguarding, counter-bullying, reporting and recording, Health & Safety, fire safety, first aid, administration of medication, food hygiene, child sexual exploitation, prevent duty/ radicalisation, equality and diversity, COSHH, complaints and whistle blowing.
- 6.3.7 The Service Provider must train Staff to give them an understanding of the needs of the CYP the Home intends to accommodate throughout the term of the Contract (for example attachment disorder, self-injurious behaviour, understanding sexually harmful behaviours). Placement stability is a priority and the Service Provider will develop the skills of its Staff and build upon resilience to ensure that the CYP's needs are met.
- 6.3.8 The Service Provider shall:
  - 6.3.8.1 ensure that training and support offered to staff is refreshed and enables them to develop strategies to manage CYP's potentially challenging and risky behaviour;
  - 6.3.8.2 ensure that the implementation and effectiveness of training is regularly reviewed;
  - 6.3.8.3 enable staff to participate in locally arranged conferences, training and Provider forums;
  - 6.3.8.4 maintain and regularly review a record of all training which is provided or arranged by it for each member of staff.
- 6.3.9 The Service Provider shall ensure that staff keep up to date with messages from the Lancashire Local Safeguarding Children's Board (LSCB) particularly priorities in relation to Child Sexual Exploitation, missing from care and radicalisation.
- 6.3.10 The Service Provider shall ensure that a suitably qualified and experienced Manager in its employment provides regular professional support and supervision for all staff. New Staff must have formal supervision fortnightly for their first six months with the Service Provider.
- 6.3.11 The Manager shall conduct appraisals/ reviews of performance following any probation period and on-going, at least annually. Feedback from CYP shall feed into appraisals/ reviews of performance for each member of staff.

6.3.12 The Service Provider shall ensure that it has appropriate and effective arrangements in place throughout the term of the Contract to secure the availability of appropriate relief staff, in the event of an emergency, or to cater for any temporary need for additional staff, or to provide adequate staff cover to allow for the alternative deployment of staff for training purposes or to provide effective cover for all other staff absences.

6.3.13 Where there is a necessity to use relief Staff, the Service Provider shall ensure that:

6.3.13.1 valid recruitment checks are in place;

6.3.13.2 relief staff are suitably qualified and valid training appropriate to the needs of the CYP they are caring for;

6.3.13.3 relief staff receive a comprehensive induction into the Service and Children's Placement Plans, risk assessments and behaviour management plans to enable routines and boundaries within the Service to be consistently upheld;

6.3.13.4 a suitably qualified and experienced Manager in its employment provides regular professional support and supervision to relief staff, with supervision at a minimum of every eight shifts across the Service Provider organisation.

## 7. Social Value and Corporate Parenting Responsibilities

### 7.1 Social Value

7.1.1 Social Value is the additional economic, social and environmental benefits that can be created when a public service purchases a service from an outside organisation, above and beyond the value of the service itself. Social Value within the Service should support LCC's priorities:

- **Promote training and employment opportunities for the people of Lancashire** – tackle unemployment and facilitate the development of skills.
- **Raise the living standards of local residents** – working towards living wage, maximise employee access to entitlements such as childcare and encourage suppliers to source labour from within Lancashire.
- **Build the capacity and sustainability of the voluntary and community sector**– practical support for local voluntary and community groups.
- **Promote equity and fairness** – target effort towards those in the greatest need or facing the greatest disadvantage and tackle deprivation across the council.
- **Promote environmental sustainability** – reduce wastage, limit energy consumption and procure materials from sustainable sources.

7.1.2 To support the delivery of additional social value as part of this Agreement, the Authority requires that Service Providers:

- **Promote local skills and employment**, for example:
  - Provide accessible employment opportunities for people in Lancashire
  - Provide apprenticeships for local people
- **Support the growth of local business**, for example:
  - Support Voluntary, Community and Social Enterprises (VCSEs)
  - Support local Small/ Medium Enterprises (SMEs)

- Have effective workplace health and wellbeing policies and practices in place that improve staff wellbeing, recognise mental health as an issue and reduce absenteeism due to ill health.
  - **Support the development of healthier, safer and more resilient communities**, for example:
    - Develop or support initiatives aimed at reducing crime (e.g. support for local youth groups, lighting for public spaces)
    - Develop or support initiatives to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs etc.) or wellbeing initiatives in the community
    - Support local community projects
  - **Protect and improve our environment**, for example:
    - Reduce impact on climate
    - Reduce air pollution
    - Create or manage clean, green spaces
    - Promote sustainable procurement (e.g. use local produce, reduce food waste)

## 7.2 Corporate Parenting Responsibilities

- 7.2.1 Corporate parenting relates to the collective responsibility of the council, elected members, employees, and partner agencies, for providing the best possible care and safeguarding for the children who are looked after by the council. A whole system approach to corporate parenting is required whereby the council works alongside its partners in order to safeguard but also improve the life chances and opportunities for children who are looked after and care leavers. The Service is expected to promote and support the seven Corporate Parenting Principles:
- To act in the best interests, and promote the physical and mental health and well-being, of those children and young people
  - To encourage those children and young people to express their views, wishes and feelings
  - To take into account the views, wishes and feelings of those children and young people
  - To help those children and young people gain access to, and make the best use of, services provided by the Authority and its relevant partners
  - To promote high aspirations, and seek to secure the best outcomes, for those children and young people
  - For those children and young people to be safe, and for stability in their home lives, relationships and education or work
  - To prepare those children and young people for adulthood and independent living.

## 8. Monitoring and Performance Management

- 8.1 This Agreement will be monitored through the Authority's agreed contract monitoring arrangements, by Children's Social Care and by Commissioners.
- 8.2 The Service will ensure that the following overarching outcomes are achieved:
- 8.2.1 CYP's welfare is safeguarded and promoted;
  - 8.2.2 Individual CYP's outcomes are improved;
  - 8.2.3 CYP's need for good parenting is met.
- 8.3 Performance in relation to CLA will be monitored by Lancashire County Council's Start Well Senior Management Team and Lancashire's Corporate Parenting Board on a regular basis and the Service Provider may be required to report to Corporate Parenting Board, Lancashire's Children in Care Council (LINX) and/ or Children's Social Care Senior Management Team.



## 8.4 Continuous Improvement

- 8.4.1 Each Service Provider will develop an annual improvement plan to be submitted to the Authority in the last quarter of each contractual year.
- 8.4.2 The Service Providers will attend quarterly review meetings to support on-going collaborative links that will ensure that this Service is successful.
- 8.4.3 As part of the continuous improvement process, each Service Provider will be expected to work collaboratively with not only the Authority but also other Service Providers delivering this Service and other partner agencies.
- 8.4.4 Through the contract management process we are looking to drive forward innovative ideas and better working practices.
- 8.4.5 The Service Specification is flexible so it can be developed over the period of the contract. The Authority will work with the Service Providers to target resources more effectively and to make sure all resources continue to be focused on agreed priorities.
- 8.4.6 The Service will ensure that DfE Children's Homes (England) Regulations/ Quality Standards and Ofsted Inspection of Children's Homes Frameworks (and any subsequent equivalents) are met at all times.
- 8.4.7 Each Service Provider is required to inform the Authority of any changes to its Ofsted rating used for the delivery of this Agreement during the lifetime of the contractual arrangements. In the event of a Home receiving an Ofsted rating below Good, the Service Provider is required to produce a robust action plan detailing improvement timescales and clear targets in order to regain a Good or better Ofsted rating for the specific Home.

## 8.5 Monthly Operational Meeting

- 8.5.1 Each Service Provider will be expected to attend monthly Operational Meetings to review current placements, referrals, matching and admissions to the Service.
- 8.5.2 Each Service Provider is required to submit their monthly Regulation 44 reports and action plan to address any issues identified for any Home which includes a Nominated Placement to the Authority every month.

## 8.6 Quarterly Performance

- 8.6.1 Service Providers will be expected to submit a quarterly monitoring report to the Access to Resources Team at least 10 working days before the Quarterly Performance Meeting.
- 8.6.2 The quarterly monitoring submitted return will need to contain details on the following criteria:

### Key Performance Indicators (KPIs)

		Target
KPI1	Occupancy Rates	95%
KPI2	Recruitment and Retention of Staff	95%
KPI3	Induction and core training and development of staff	100%
KPI4	Ofsted Rating Based on Full Inspection Report	Good
KPI5	Safeguarding Concerns are actioned/ reported	100%
KPI6	Attendance at Operational Meetings and Panels	100%

- 8.6.3 In addition to the above KPIs, the Service will be expected to report against the following Service Outcomes (SO), linked to the key objectives included in the Authority's Corporate Parenting Strategy:

SO1	CYP have a suitable and stable place to live and be cared for
SO2	CYP have a voice in the way we deliver our services
SO3	CYP are supported to return home when it is safe to do so
SO4	CYP are supported in their education, employment and training
SO5	CYP are supported to be able to move towards independence
SO6	The health and wellbeing of the CYP we care for is improved
SO7	CYP are protected from harm and exploitation and are provided with support to overcome any pull factors that would lead them to being exploited.
SO8	CYP achievements are celebrated

8.6.4 In addition, the Service is expected to report against the following Service Outcome (SO), linked to effective partnership working:

SO9	There is high quality partnership working by the Service Provider with the Authority, other service providers delivering this Agreement and other agencies, which effectively protects and ensures good outcomes for Lancashire's CYP
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8.6.5 Any concerns relating to performance against the above KPIs or Service Outcomes will be discussed with the Service Provider and appropriate action will be agreed. Failure to address concerns identified to the satisfaction of the Authority may result in the issuing of an Improvement Notice via contractual terms and conditions. The Authority reserves the right to adjust the number of Nominated Placements delivered by Service Providers if they fail to make the necessary improvements to the satisfaction of the Authority. (Also see Appendix A section 4).

## 8.7 End of Nominated Placement Report

- 8.7.1 At the end of a Nominated Placement, the Service Provider will complete an End of Nominated Placement Report to evaluate the placement and the outcomes achieved by the CYP during their placement.
- 8.7.2 Following completion of the evaluation, the Service Provider will send to the Access to Resources Team (ART), who will forward to the nominated Social Worker to add their feedback on how well the placement met the CYP's needs. The views of the CYP will also be captured.
- 8.7.3 This information, alongside the monthly monitoring and annual returns, will be used by the Authority to monitor the effectiveness and quality of Service provided.

## 8.8 Young Inspections

- 8.8.1 Every Home under this Agreement will be required to participate in Young Inspections, carried out by trained CYP. The format and content of the Young Inspection has been developed by the Children in Care Council (LIX) and is continuously informed through feedback from both CYP and Service Providers.
- 8.8.2 The findings and recommendations from the Young Inspection will be shared with the Corporate Parenting Board and will be used by the Authority and Service Provider to identify any areas for development. The Service Provider will be required to develop and implement a plan to address these areas and the plan will be monitored in subsequent performance management meetings. The Young Inspectors will revisit the Home six months after the initial visit to monitor how well their recommendations have been implemented.

8.9 Any concerns relating to monitoring information supplied, complaints received or findings from Young Inspector visits will be discussed with the Service Provider and appropriate action will be agreed. Failure to provide required monitoring information within specified timescales and/ or address concerns identified to the satisfaction of the Authority may result in the issuing of an Improvement Notice via contractual terms and conditions.

**9. Core Services**

9.1 The Standard weekly price for the Nominated Placement shall include all Services as detailed in this Core Services specification having paid due regard to the full requirements of this Agreement (including this Service Specification)

9.2 The Service Provider agrees to provide the following Core Services and activities within their ‘Standard Cost’: £ Per Week for solo, complex and mainstream Nominated Placements.

9.3 The Core Services will at all times meet the DfE Children's Homes Regulations and Quality Standards and any subsequent regulations.

9.4 The Service Provider is required to ensure that the Home provides care in line with good and reasonable parenting. The following are the broad minimum requirements:

**Services Required**

**1. 24 hour care and accommodation**

- Accommodation, food and safe care that meet the CYP's needs including special dietary requirements and nominated key worker.
- For Nominated Placements within one bedded (solo) homes there must be a minimum of 2 members of care Staff to 1 CYP (2:1 staffing ratio). For 2 bedded homes there must be a minimum of 1 member of care Staff to 1 CYP (1:1 staffing ratio).
- For all other sized homes, there must be a minimum of 1 member of care Staff to 2 CYP when the CYP are in the unit. This includes evenings, school holidays and weekends.
- A minimum of 2 staff are required to be on shift for all categories of Home when there is a CYP in placement.
- Assist in the implementation of the Care Plan/ Pathway Plan, Placement Plan, Health Plan and PEP.

**2. Clothing for CYP (Summer & Winter)**

- Provide all clothing for the CYP.
- Provide new and replacement school uniform, sports activity clothing and all other clothing to include special clothing requirements e.g. unusual sizes or for CYP with disabilities.

**3. Equipment and resources**

- Individual sports equipment, within reason, such as tennis racket, football, cricket bat, along with schoolbooks and other equipment.
- CYP shall have access to a computer in the home that is for education, homework and leisure use. It shall be connected to the internet and be appropriately safeguarded.
- Hobby equipment and clothing, within reason, e.g. football, books, swimming, music including any tuition fees.
- Resources relating to religious and cultural needs.
- Resources and equipment, within reason, to support the CYP develop their talents and life chances.

#### **4. Glasses and contact lenses, hearing aids and dental equipment**

- Provision of glasses and contact lenses if required, including replacement in the event of accidental damage or loss.
- Provision of hearing aids and dental equipment (i.e. braces and retainers).

#### **5. Holidays for CYP**

- Reasonable holiday expenses within any twelve-month period for the looked after children will be included within the standard price.
- Any outings arranged by the residential home will be included within the standard price.
- It is expected that the Home's Staff will accompany CYP on any 'family' type holidays in the UK or abroad at least once a year. These activities should include adventure holidays, and other types of club activities that would provide entertainment, education, fun and adventure. This should be offered in line with the CYP's Care Plan, following consultation with the CYP's Social Worker.

#### **6. Initial & on-going assessment of need**

- Assessment of the CYP, both at the beginning of and throughout the placement.
- Staff attendance at meetings and reviews at the Home or at the Authority's premises.
- Homes must support CYP to achieve the short term goals and long term goals as set out within their care plan including transitional arrangements.

#### **7. Pocket money, birthday & festival gifts to CYP**

- All such payments are to be included and agreed to at the time of placement or at subsequent IPA review meetings. Service Providers will have a policy and procedure covering pocket money and savings and will encourage CYP to save weekly or monthly.
- Birthday gifts, festival gifts and parties. All such payments shall not be less than the Authority's recommended amounts.

- Each CYP must have a bank account in their own name – initial placement must set up account within six months if a CYP does not have one already.
- Service Provider to include provision of a weekly savings amount. All such payments shall not be less than the Authority's recommended amounts.
- Savings must travel with CYP.

## **8. Schooling**

- It is the responsibility of the Service Provider to ensure that the CYP attends regularly, provides support with homework assignments, so they are properly completed and extra-curricular activities attended, as appropriate. Including any curricular based activities/trips.
- Liaison with appropriate education authorities and officers to ensure all educational needs are identified and met.
- The Service Provider is expected to fund and organise the day-to-day transport needs for the CYP. This includes home to school transport for CYP placed with them.
- The cost of school dinner monies, school books and equipment will also be included in the standard fee.
- Where additional holidays, such as school activity holidays, are requested for the CYP, a written application can be made to the Authority. The Authority will consider making additional funding available to fund such trips but each application will be dealt with on an individual basis.
- Day school outings and visits.

## **9. Telephone calls**

- Calls to family members, significant others (agreed with the Authority) or the Authority are to be included. Similarly, a small allowance for telephone calls to other friends is to be included in the cost of care.
- The cost of buying, operating or replacing a mobile phone is excluded but can be funded from any pocket money / allowance.

## **10. Toiletries and Cosmetics**

- All toiletries, including skin and hair care products, to include specialist products.
- The cost of a regular hair cut.

## **11. Transport**

- The Service Provider is expected to fund the day-to-day transport needs for the CYP. This includes transport required to enable the CYP to have contact with friends and their local community.

## 12. Preparation for independence

- Staff support CYP to develop their independence skills and resilience on commencement of the IPA based on their level of understanding. This work should be evidenced and will sometimes be before the Service Provider receives a copy of the Care Pathway Plan. Working alongside other organisations towards long term outcomes to support the personnel development of the CYP.

## 13. Contact

- Subject to a risk assessment, the Service Provider will facilitate contact as detailed in the care plan at a location to be agreed by all parties.
- Supervised contact within the Home (if necessary).

## 14. Other

- Life story work, including support from staff to assist the CYP to understand their situation, background and identity.
- The Service Provider will support the CYP in attending health care appointments and statutory medical examinations.
- The Service Provider will fund and organise transport to these appointments for the CYP.
- Collect and return absconding CYP to placement.
- Appropriate adult work in Police stations.
- Court Attendance costs.

## APPENDIX A for **Current Block Contract Specification** (for reference)

### Processes for this Agreement

#### 1. Referral/Matching Process/IPA

- 1.1 A Service Provider shall receive a referral for a Nominated Placement within a Home. A referral will be sent to the Service Provider at the same time as they are sent to the Authority In-House Residential Services, other Service Providers delivering this Agreement and providers on the CYP RFA.
- 1.2 The Service Provider will carefully consider each referral and contact ART to request further information promptly, as required.
- 1.3 The Service Provider will undertake a thorough Impact Risk Assessment of any vacant Nominated Placement(s) and respond within an hour (where a placement is required on the same day) and within 24 hours wherever possible (and no later than 48 hours) for a planned referral.
- 1.4 If the Service Provider disagrees with the Nominated Placement type requested on the referral (e.g. the request is for a complex home but the Service Provider feels that the right type of provision would be a solo placement)

then the Service Provider should contact the ART stating their view and reasons for this view. ART will seek a view from the other Service Provider(s) in this Agreement and Authority's In House Residential Service and use these views to reach a consensus and advise the CYP's social worker. The social worker will then use this information to inform next steps.

- 1.5 Where more than one offer is received from the Authority's In House Residential Service or a Service Provider, the social worker will select the most suitable placement.
- 1.6 Where suitable offers are received from both a service provider on the CYP RFA and a Service Provider, then the Service Provider's will be prioritised.
- 1.7 Where no offers have been received for a children's home placement from Service Providers, Authority's In House Residential Service and CYP RFA, the referral will be circulated to off contract providers. All Service Provider under this Agreement will be notified and will be asked for a view on why the placement is 'hard to find'.
- 1.8 Where no offers are received from off contract providers, the Service Provider will be expected to support the Authority to be able to source a placement (e.g. by offering advice on improvements to the referral, reviewing the referral to further consider all available options, working collaboratively with the Authority and other service providers under this Agreement to explore potential solutions).
- 1.9 Responses to referrals from the Service Provider will be closely monitored and discussed at monthly operational meetings and quarterly monitoring reviews.
- 1.10 Once a referral has been agreed an IPA will be entered into with the Service Provider.

## **2. Additional Services**

- 2.1 Wherever possible, it is expected that education and health needs will be met through universal health and education provision. Additional Services such as education, therapy or additional staffing, should only be included as part of a Nominated Placement offer where this has been specifically requested in the referral and forms part of the IPA.
- 2.2 Where a Service Provider feels that Additional Services, such as additional staffing, should be included as part of a Nominated Placement offer (where not originally requested in the referral), a clear rationale must be provided, which will be carefully considered by the Authority. If agreed, the Additional Services will be subject to regular review (of a minimum of 12 weeks but more regularly if required).
- 2.3 Where a Service Provider feels that additional services are required for an existing Nominated Placement, this must be discussed and agreed in advance with the Authority. A multi-agency care planning meeting will be held to consider education and health needs and confirm that these are not able to be met through universal services.
- 2.4 Price quoted at tender stage must be used when delivering Additional Services. Where prices for specific additional services were not tendered, the Authority will ask the Service Providers to quote, at competitive prices, relative to prices available from a range of service providers supplying associated care Services.

## **3. Placement Breakdown/ Serving Notice**

- 3.1 In the event that a Nominated Placement starts to cause concern, the Service Provider must notify the Authority immediately and request an Impact Meeting where concerns will be discussed and actions agreed. The Service Provider is expected to fully engage in actions agreed and explore all available options in order to prevent a potential placement breakdown.
- 3.2 Where concerns relate to matching issues between a CYP in a Nominated Placement and a CYP subsequently placed in the Home which is not part of this Agreement, the Service Provider will prioritise the Nominated Placement and an alternative solution for the CYP subsequently placed will be sourced.
- 3.3 Where the Authority and Service Provider mutually agree that a Nominated Placement move is required (e.g. for safeguarding reasons), the Service Provider will work collaboratively with the Authority and other Service Provider under this Agreement to find a solution/ alternative placement (e.g. contributing to the referral; sourcing an alternative placement in another of the Service Provider's Homes or block contract/ in-house

homes) and will support a positive exit from the Nominated Placement. The Authority will keep in close contact with the Service Provider and provide regular updates on the work that has been undertaken to source an alternative placement/ solution.

- 3.4 The Service Provider cannot end a Nominated Placement in a Home without first having detailed discussions with the Authority and after having explored all options available to enable the Nominated Placement to continue. In these circumstances, the Service Provider must give a minimum of 28 days' written notice, unless otherwise agreed in writing. The Service Provider will fully support finding a solution/ alternative placement and will support a positive exit from the Nominated Placement.
- 3.5 In the event that, despite the Authority's best endeavours, an alternative placement has not been able to be sourced within the 28 day notice period, providing there are no immediate safeguarding issues, the Service Provider will agree to continue to provide the Nominated Placement until such time as an alternative home is available. The Authority will keep in close contact with the Service Provider and provide regular updates on the work that has been undertaken to source an alternative placement/ solution.

#### **4. Poor Performance against KPIs and/ or Service Outcomes**

- 4.1 Concern(s) in relation to poor performance against one or more KPI or Service Outcome is identified.
- 4.2 Meeting held between Service Provider and Authority to discuss and agree appropriate action and timescales to address concerns.
- 4.3 Service Provider and Authority to meet regularly to review progress made towards agreed actions and agree any revised or further action and timescales as required.
- 4.4 Failure to address concerns to the satisfaction of the Authority in the agreed timescales will result in the issuing of an Improvement Notice. This will set out actions that must be delivered in a specific timeframe. It will also detail actions that the Authority intends to take if continuing concerns are not addressed in full. This may include reduction in the number of Nominated Placements or termination of the contract.

#### **5. Vacant beds/ Voids**

- 5.1 A Block Nominated Placement becomes vacant.
- 5.2 Service Provider considers all referrals and works closely with the Authority to identify a suitable placement.
- 5.3 Should a CYP be deemed unsuitable for a vacant Nominated Placement but is considered to be suitable for another of the Service Provider's Homes under this Agreement, then the Nominated Placement can be transferred for the duration of this placement.
- 5.4 Depending on the circumstances, in the event of a prolonged vacancy/ void, the following actions may be taken:
  - a) a reduced fee is jointly agreed (e.g. where a placement from another Local Authority has made placing alongside challenging);
  - b) the Authority and Service Provider may jointly agree to sell the Nominated Placement to another Local Authority (e.g. where a suitable match is considered to be possible but a wider pool of CYP is required in order to secure this match). In these circumstances, the invoice from the Service Provider will be reduced by the contracted rate for the specific bed;
  - c) a formal Improvement Notice may be issued, which may result in a reduction in the number of Nominated Placements provided under the Agreement (e.g. where the actions taken by the Service Provider to address the void, in the timescales agreed, has not been to the satisfaction of the Authority);
  - d) the Authority agrees to continue to pay for the void (e.g. where the Service Provider and Authority have mutually agreed that a CYP's complexity of need warrants this).

#### **6. Reduced Ofsted Judgement**

- 6.1 All Nominated Placements must be rated by Ofsted as either good or outstanding as at the Commencement Date (a minimum 50% of Block Nominated Placement being available). Should the Ofsted rating of the Home fall below good prior on the Commencement Date, the Service Provider will be expected to change the Nominated Placement to alternative Service which are rated either good or outstanding, within the locations specified within the service specification. If the Service Provider cannot, the Authority would explore all



options with the Services under this Agreement and may not pay for this Nominated Placement whilst the Home was judged inadequate and the Service Provider could not find an alternative. The Authority may look to reduce the number of Block Nominated Placements and look to increase the number of Block Nominated Placement with another Service Provider under this Agreement.

- 6.2 The remaining percentage of Block Nominated Placement to be provided within 12 months of the Commencement Date (maximum of 50% remaining) must be rated good or outstanding, with the exception of where the Service Provider has developed a new Home for the purpose of this Agreement, which is still to be inspected. This is to allow Service Providers the opportunities to develop their scope of Services and number of Homes.
- 6.3 If a Home with a Nominated Placement falls to Requires Improvement, the Service Provider will be expected to produce a clear action plan on actions they will take to address and will be expected to use all reasonable endeavours to regain a good or better judgement within agreed timescales. Regular meetings will be held between the Service Provider and Authority to review progress and may result in Improvement Notice
- 6.4 If a Home with a Nominated Placement is rated Inadequate, in line with the Authority's procedures, an urgent review of all Nominated Placements within the Home will be undertaken and a decision made on whether the placements are meeting CYP's needs. Depending on the outcome of the review, the Authority may agree to continue with the Nominated Placement(s) or secure alternative placement(s). Where alternative placement(s) are to be sourced, the Service Provider will support the Authority in both identifying a placement (e.g. contributing to the referral; sourcing an alternative placement in another of the Service Provider's homes) and supporting a positive move from the existing placement.
- 6.5 The Authority will not refer a CYP to a Service Provider's Home judged to be Inadequate.
- 6.6 The Authority will not pay for a void in an Inadequate Home.
- 6.7 The Service Provider may choose to move the vacant Nominated Placement in an Inadequate Home to a Home with an Ofsted judgement of good or better in the required location. If this is not possible, the Service Provider and Authority will meet to agree actions to be taken, which may include:
- paying a reduced fee (i.e. a reduction of the tendered price of each type of Nominated Placements within an Inadequate home) until such time as the rating of the Home improves);
  - agreement to transfer the bed to a Home with a rating of Requires Improvement (i.e. where the Authority is reassured that robust plans are in place and appropriate actions is being taken to improve);
  - agreement to reduce the number of Block Nominated Placements delivered by the Service Provider.

## **7. Increasing the Number of Nominated Placements provided as part of this Agreement**

- 7.1 The number of Block Nominated Placements delivered by the Service Provider may be increased due to:
- a) the decision to reduce the number of Block Nominated Placements delivered by another one of the service providers under this Agreement;
  - b) the necessary agreements being secured through the Authority's internal mechanisms to increase the number of Nominated Placements due to the proven success of the Block Purchase Agreement and/ or due to increased demand for children's home placements.
- 7.2 Meetings will be held between the Service Provider and Authority to discuss the feasibility and their interest in increasing the number of Block Nominated Placements delivered under this Agreement. It will be entirely the Service Provider's decision if they wish to increase the number of Block Nominated Placements under this Agreement.
- 7.3 If more than one Service Provider wishes to increase their number of Block Nominated Placements under this Agreement, the Authority will determine how many Nominated Placements and of which type will be offered to each Service Provider following a review of each Service Provider's performance as part of this Agreement.
- 7.4 Timescales for the utilisation of additional Block Nominated Placements will be mutually agreed. Where a Service Provider is not able to meet the allocation of additional Block Nominated Placements, the Authority reserves the right to offer the additional Block Nominated Placements to an alternative Service Provider under this Agreement.

7.5 In the event that none of the Service Providers under this Agreement wish to increase the number of Block Nominated Placements, or there are concerns in relation to performance of Service Providers interested in increasing the number of Block Nominated Placements, the Authority reserves the right to go out to tender to appoint further service providers to deliver the additional Block Nominated Placements.

## **APPENDIX B for Current Block Contract Specification (for reference)**

### Service Specification and Agreement Definitions

The definitions in this appendix apply to this Service Specification (Schedule 1) and the Agreement.

**Access to Resource Team:** means the team within the Authority for sourcing placements for CYP including managing this Agreement with the Service Providers and carrying out corresponding monitoring duties;

**Agreement:** means this contract for the provision of CYP Agency Residential Service – Block Purchasing Agreement that the Service Provider

**Authority's In House Residential Service:** means the Authority's internal children's homes;

**Block Nominated Placements;** means the Lot and any subsequent additional or reduced number of Nominated Placement as agreed between the parties during the duration of this Agreement;

**Care Plan:** means the document drawn up where a child/family is receiving a service from the local authority. It provides information relating to the child and their family, and what work must be done to meet the needs of the child or young person in relation to future plans for them.

**Care Planning Review:** means a process where professionals (including the relevant service provider) review plans in place to safeguard and promote the overall welfare of CYP and make recommendations as necessary to changes to these plans.

**Children Looked After (CLA):** means a CYP who is looked after by the Authority as part of an interim or full call order or voluntarily through Section 20 of the Children Act 1989 updated 2004;

**Corporate Parenting Board (CPB):** means the group, made up of representatives from the Authority, Children in Care Council, elected members and other organisations, which meets regularly to talk about issues for CYP in care and take action(s) to address matters identified;

**Commencement Date: 1 October 2019**

**CYP:** means Children and Young People being a CLA.

**CYP Residential Flexible Agreement (CYP RFA):** a current live agreement between the Authority and a number of CYP Agency Residential service providers which is used to source placements for children in need of residential care.

**End of Nominated Placement Report:** as defined as in paragraph 8.7 of Service Specification;

**Home:** a Service Provider's home registered with Ofsted for the purposes of providing the Services under this Agreement;

**Impact Meeting:** a meeting held between the Service Provider, Children's Social Care and any other relevant parties when a Nominated Placement starts to cause concern and, if issues are not addressed, is at risk of breaking down. The purpose of the meeting is to collectively explore options and agree actions in order to prevent unnecessary breakdowns with the Nominated Placement;

**Impact Risk Assessment:** an assessment undertaken by the Service Provider in order to determine a CYP suitability for a Nominated Placement with the Service Provider's ability to manage any identified risks associated with the Nominated Placement. The assessment will give regard to a range of factors including the Pathway Plan and other CYP placed in the Home and the Home's location;

**Improvement Notice:** This will set out actions that must be delivered in a specific timeframe. It will also detail actions that the Authority intends to take if continuing concerns are not addressed in full. This may include reduction in the number of Nominated Placements or termination of the contract.

**Individual Placement Agreement (IPA):** an agreement whereby the Authority agrees to purchase and the Service Provider agrees to provide the Services for a CYP individual needs;

**Inadequate:** is a judgement given by Ofsted following an inspection of a Home;

**Lot:** means

- a) 1 solo Nominated Placement (one – bed house);
- b) 3 times complex Nominated Placements (in two-three bedded homes);
- c) 4 times mainstream Nominated Placements (in four-six bedded homes);

and referred to in this Agreement as a Block Nominated Placement.

**Nominated Placement(s):** means an individual solo, complex or mainstream placement within a Home, identified by the Authority against the IPA;

**Ofsted:** the regulatory body responsible for registration and inspection of agency residential services for children and young people;

**Pathway Plan:** a plan detailing the CYP needs and support, in order to support a CYP map out their future, articulate their aspirations and identify interim measures which may overlap into other services/provisions provided outside of this Agreement;

**Regulation 44 report:** is the monthly report written following an inspection of the Home by an independent person;

**Requires Improvement:** is a judgement given by Ofsted following an inspection of a Home;

**Service Commencement Date:** means the date the IPA commences;

**Service Provider:** service provider that has entered into this Agreement and any of the other two service providers have entered into as referred to in this Service Specification and as the context applies;

**Service Provider's Personnel:** all employees, staff, other workers, agents and consultants of the Service Provider and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Young Inspectors:** is a group of trained CYP who visit children's homes to carry out an inspection, focussing on CYP's priorities, including ensuring that a CYP home has good systems in place to listen to and take on board the views and wishes of the young people.

## Schedule 2 - Service Levels / Key Performance Indicators

### Part 1 Service Levels

The Service Levels are the KPI Targets set out below

### Part 2. Key Performance Indicators

The Council will require Providers to evidence service delivery and quality of service through a programme of contract management. This will include a combination of contract management approaches including reports, contract reviews, contract monitoring and key performance indicators.

Please see Schedule 1 Specification Section 8 'Monitoring and Performance Management' for further information in relation to Monitoring and Performance management.

The key performance indicators for Tier 1 Providers will be monitored by the Council in order to measure the effectiveness of service delivery by the Provider, and wider market performance, on key objectives.

The Council will review Tier 1 Providers against the following KPIs in relation to Lancashire only. It is anticipated that the Council will hold the information for these KPIs and will undertake analysis of performance prior to each quarterly review.

Ref	Title and Target	Providing Organisation	Collection Interval
KPI 1	Ofsted Rating Based on Full Inspection Report  Target: 65% or more homes rated good or outstanding within the Location Boundary (excluding not yet rated homes)	Provider	Quarterly
KPI 2	Response to Referrals Target:100% within agreed timescales	The Council	Quarterly
KPI 3	Collaborative working whenever a vacancy arises in the Location Boundary Target:100%	The Council	Quarterly
KPI 4	Suitable offers received Target: To be individually monitored and discussed	The Council	Quarterly
KPI 5	Increase in number of Lancashire placements provided Target: To be individually monitored and discussed	The Council	Quarterly
KPI 6	Collaborative working to prevent unnecessary placement breakdowns Target:100%	The Council	Quarterly
KPI 7	Collaborative working to enable a planned move wherever possible when a placement has to end (unless otherwise mutually agreed)	The Council	Quarterly

	Target:100%		
KPI 8	Safeguarding Concerns are actioned/ reported Target: 100%	The Council	Quarterly
KPI 9	Attendance at Tier 1 Provider meetings (i.e. quarterly review meetings; Provider Forum meetings) Target: 100%	The Council	Quarterly
KPI 10	Response to contract monitoring requests Target: 100% within agreed timescales	The Council	Quarterly

### Part 3 Consistent failure

In these Terms and Conditions, **Consistent Failure** shall mean: the Council serving 4 Default Notices in a rolling 12 Month period.

### **Schedule 3      Provider's Tender/Offer**

The Providers Tender/Offer will be stored by the relevant Contracting Body where a Service Contract has been awarded.

**Schedule 4 - Service Contract Data Form and Individual Placement Agreement**

**Service Contract Data form**

The Service Contract Data may form part of the Service Contract where a mini competition or other Call Off Procedure is used.

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The Service Contract Data Form will incorporate the Call-Off Terms and Conditions.

**PART ONE – CONTRACTING BODY AND PROVIDER**

**1 Parties**

The Contracting Body is: *[Name & Address of Contracting Body]; (the "Contracting Body")*

The Provider is: *[name of Provider] incorporated and registered in England and Wales with company number [company number] whose registered office is at [address] trading as [trading name]*

**2 Scope**

The subject of this service contract is: *[include a definitive description:  
  
a specified number of homes or placements  
  
a single named or unnamed individual including circumstances where specialist services is the requirement.  
  
Or combination thereof]*

Services delivery is: *As per X.x of the Specification.  
[with the exception of the following requirements:  
• X.x.x Xxxxxx  
• X.x.x Xxxxxx  
• X.x.x Xxxxxx]*

The Homes subject to this Service Contract are:

Home Name	Street address

The Commencement Date is:

The Initial Term is:

The Contracting Body may extend the \*\*\*\*\* beyond the Initial Term by a further period or periods up to a maximum of:

*[number of months / years]* in addition to the Initial Term.

During the course of the Service Contract the service volumes may be varied by agreement of the parties.

Service volumes may increase by:   
*[always consider foreseeable changes linked to demand or other circumstances such as additional service users or additional homes, then express this as a specific increase in numbers of service users or percentage change in contract value. Provide modest change (<20%) as a default position]*

Service volumes may decrease by:   
*[always consider foreseeable changes linked to demand or other circumstances such as planned moves for service users or closure of homes, then express this as a specific decrease in numbers of service users or percentage change in contract value. Provide modest change (<20%) as a default position]*

The trigger(s) for permitted changes to service volumes shall be:   
*[change of home, modification to home]*



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The special accommodation requirements included are:

*[e.g. describe any special access requirements, adaptations and/or bathing facilities]*

The termination provisions are:

*[as per the Service Contract save for...]*

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### 3 Contracting Model

The Charges will be:

*[based upon actual service volumes delivered, and/or, have fixed elements that are not based upon actual service volumes delivered;]*

The basis for the Charges is:

*[(i) hourly rates,  
(ii) weekly rates,  
(iii) annual rates,  
(iv) fixed rates,  
(v) flexible rates,  
(vi) performance related,  
(vii) being set by the Contracting Body,  
(viii) arising out of further competition between Providers with the option to use ceiling and/or floor rates, and/or,  
(ix) Any combination of these options.]*

Costs associated with support voids/empty beds are:

*[Options...  
The responsibility of the Contracting Body for the term of the Service Contract.*

- The responsibility of the Contracting Body for a period of... from the Commencement Date.*
- The responsibility of the Contracting Body for a period of... from the date the support void arises.*
- The responsibility of the Provider for the term of the Service Contract.*
- The responsibility of the Provider for a period of... from the Commencement Date*
- The responsibility of the Provider for a period of... from the date the support void arises.*
- Specified by Premises as follows...*

#### 4 Notices

Contracting Body email address for communications:

Contracting Body postal address for communications:

Provider email address for communications:

Provider postal address for communications:

#### 5 Key Personnel

The Contracting Body's initial Key Personnel is:

The Provider's Key Personnel is:

#### 6 Special Conditions

Special Conditions are:

#### 7.THE PRICE

The following Price breakdown is a template and may be amended for each Service Contract. In accordance with the Price submitted by the Provider, the Contracting Body shall pay the Provider the following sums:

##### Price

Core Service Price (per week)	£ <input type="text"/>
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Flexible Service Price (per week) (where applicable)	£
Additional Service Fee (per week) (Where applicable) – AS <i>DETAILED BELOW</i>	£
<b>Total Price of Placement</b>	£

**Breakdown of Additional Fee**

Description of additional services	Unit cost	Cost	Start date	Review date

**SIGNATORIES TO THE AGREEMENT**

**The Contracting Body**

Name of organisation	
Name of signatory	
Position	
Signature	

Date	
------	--

**The Provider**

Name of organisation	
Name of signatory	
Position	
Signature	
Date	

### Individual Placement Agreement

The IPA is the Individual Placement Agreement for each Child placed with the Provider and forms part of the terms and conditions of the Service Contract where a Placement Request or other Call-Off Procedure is used.

The IPA will incorporate the Call Off Terms and Conditions, as far as applicable and subject to variation under the specific terms of this IPA.

This IPA is between the Provider and the Contracting Body for the Child named below.

This IPA will supersede all other agreements signed in respect of the Placement of the Child.

The IPA (or any successive agreement) will be shared with the Provider who has been identified to deliver a Placement at the time of making the Placement.

The Provider will be required to sign the IPA.

The IPA includes details of the Child and details of the Placement.

IPA template may change from time to time.

#### THIS IPA IS BETWEEN:

<b>The Contracting Body</b>	
• <b>The Provider</b>	

#### 1. THE CHILD / YOUNG PERSON

<b>Family name</b>	
<b>First name(s)</b>	
CYP Identity number	
Date of birth	
Gender	

#### 2. THE PLACEMENT

Placement type	
<b>Date the placement starts</b>	
Expected duration of placement <i>(if known)</i>	

Name and address of Registered Children's Home	
Social Worker's name	

The named CYP may not be moved to another placement by the Provider without the prior approval of the Contracting Body.

### 3. OUTCOMES TO BE ACHIEVED FOR THE CHILD / YOUNG PERSON

The Provider will work collaboratively with the Contracting Body to meet the outcomes identified in the CYP's Care Plan, including as applicable the Pathway Plan, Health Plan, Education, Health and Care Plan (EHCP) / Statement of SEN and Personal Education Plan (PEP).

### 4. THE PRICE

In accordance with the Price submitted by the Provider, the Contracting Body shall pay the Provider the following sums:

#### Price

Core Service Price (per week)	£
Flexible Service Price (per week) (where applicable)	
Additional Service Fee (per week) (Where applicable) – AS <i>DETAILED BELOW</i>	£
<b>Total cost of Placement</b>	<b>£</b>

#### Breakdown of Additional Fee

Description of additional services	Unit cost	Cost	Start date	Review date

Please note if there is no approval from the Contracting Body (the Social Worker's Practice Manager) for the Provider to apply Additional Fees, those costs will not be paid.

## 5. INVOICES

All invoices should be e-mailed to (unless otherwise agreed by the Contracting Body):

E-mail address	<a href="mailto:paymentscare@lancashire.gov.uk">paymentscare@lancashire.gov.uk (Lancashire only)</a> <a href="#">Other Contracting Body TBC</a>
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*Please enter AGENCY on the subject line of the e-mail*

## 6. SIGNATORIES TO THE AGREEMENT AND APPROVAL FOR FUNDING

The Provider and the Contracting Body agree to the Placement of the named Child / young person in accordance with the details set out above.

For the purposes of this Individual Placement Agreement (IPA), the date the Placement commences may not be affected or altered in any way by the date of signature of this IPA.

### The Contracting Body

Name of organisation	
Name of signatory	
Position	
Signature	
Date	

### The Provider

Name of organisation	
Name of signatory	
Position	
Signature	
Date	

## AMENDMENTS AND VARIATIONS

Amendments and variations to the IPA must be made in writing by the requesting party and agreed by the Contracting Body and the Provider in advance of the variation to the IPA taking effect.



Any variations to the services and costs must be detailed in a revised version of the IPA. The revised IPA will replace the original IPA and must be signed by both parties before any additional costs become payable.

## Schedule 5 - Contract Management Strategy

Contract details for the Lancashire County Council Access to Resources Team, also referred to as the Contract Management Team who are responsible for the contract management of these Terms and Conditions. The Contracting Body will inform the Provider where the contract management is undertaken by a different team.

Contact	Contact Details
LCC Access to Resources Team	Phone – 01772 533390 Email – <a href="mailto:artenquiries@lancashire.gov.uk">artenquiries@lancashire.gov.uk</a>

### Contact List for Providers

Contact	Contact Details
Care and Public Health Procurement	Email – <a href="mailto:caphprocurement@lancashire.gov.uk">caphprocurement@lancashire.gov.uk</a>
Cara Data Team (Exchequer Services)	Phone – 01772 530200 Email – <a href="mailto:caredatateam@lancashire.gov.uk">caredatateam@lancashire.gov.uk</a>
Customer Access Service	Procurement Customer Access Phone – 0300 123 6710 Adults Social Care Customer Access Phone – 0300 123 6720 Adults Safeguarding Customer Access Phone – 0300 123 6721 Emergency Duty Team Customer Access Phone – 0300 123 6722
Invoice Care	Email – <a href="mailto:EXCH.ChildrensPayments@lancashire.gov.uk">EXCH.ChildrensPayments@lancashire.gov.uk</a>
Procurement Information Manager	Phone – 01772 534966 option 1 Email – <a href="mailto:PIM@lancashire.gov.uk">PIM@lancashire.gov.uk</a>

## **Roles and Responsibilities**

### **Commissioner**

Commissioners are the lead team responsible for the current service design/specification, and the forward planning for the ongoing service requirements.

Commissioners will be kept informed of contract performance and delivery via contract review meetings and internal contact with Contract Officers.

Commissioners will have the opportunity to attend contract reviews and be involved in the discussions regarding contract performance and delivery. Commissioners will provide relevant updates and information at contract review meetings to identify potential amendments to service in the future, and future commissioning intentions.

Commissioners will lead Provider Forum discussions which will include:

- analysing and identifying trends in placement activity;
- sharing information relating to the needs of Lancashire's CLA population;
- How identified unmet needs can be addressed;
- Raising issues or concerns;
- Sharing of good practice.

Commissioners will identify and propose variations to the contract/specification based on evidenced contract usage, and/or contract performance information. Any proposed variations will be discussed with the Contract Officer in the first instance. Any proposed variations will be compliant with procurement law.

Commissioners will lead on the collation of information required to inform any future commissioning intentions and will liaise directly with the provider to obtain relevant information.

### **Contract Management**

Contract management is the process of systematically and efficiently managing activity performed under contract by third parties, maximising operational performance and minimising risk.

Contract Management are the lead team responsible for the overall management of contract performance and delivery.

Contract Officers will receive KPI/Monitoring submissions as identified in contract and/or specification.

Contract Officers will review and analyse KPI/monitoring data, and be responsible for any areas of non-compliance, or failure to meet agreed KPI's.

Contract management will arrange and hold the required contract review meetings (to review and assess contract performance and delivery and identify and look to address issues impacting on contract performance and/or delivery).

Contract management will receive and collate information relating to contract performance. Some matters may require immediate attention/action, some matters may require discussion/action at forthcoming contract review.

Contract Officers will identify and propose variations to the contract/specification based on evidenced contract usage, and/or contract performance information. Any proposed variations will be discussed with the lead commissioner in the first instance. Any proposed variations will be compliant with procurement regulations.

Contract management are responsible for the administering of the contract following its implementation. This will include agreeing, issuing and administering contract variations and/extensions and arranging for them to receive the appropriate authorisation with LCC and the provider.

Contract Officers will identify upcoming contract breaks and seek to obtain clarity on the future service delivery needs, to ensure adequate time for any commissioning, procurement and/or exit management planning.

Contract management will review the appropriate strategy tier for the ongoing monitoring and management of the provider/contract

### **Operational Staff**

Operational staff are responsible for assessments, care planning (either on initial referral or where proposals are afoot in regards to changes such as accommodation, admissions, , care plans) and reviews.

Operational staff will also make referrals to CAMHS, other services and Safeguarding where appropriate.

Operational staff will also lead on applications for health funding and support with thinking through alternative approaches to meeting care and support needs.

### **Provider**

The Provider is responsible for delivery of the contracted service.

The Provider will submit KPI/monitoring returns as outlined in contract and specification – and within this document, although it is anticipated that the majority of KPI information will be held and analysed by the Council.

The Provider will maintain regular contact with Contract Officers to ensure they are up to date with any matters which may affect their ability to deliver the contract as specified.

The Provider will respond to requests for investigation/action as required by Contract Officers.

The Provider will respond to proposed variations and their ability/willingness to amend as suggested.

The Provider will ensure any agreed variations are signed and returned in a timely manner.

### **Contract Management Strategy**

As part of a systematic approach the below will form part of the contract management strategy

- Quarterly KPI submissions/monitoring returns (Tier 1 providers)
- Quarterly Contract Review Meetings (Tier 1 providers)
- Annual Contract Review Meetings (Tier 2 providers who have a Lancashire young person placed)
- Ad hoc quality and compliance checks at due diligence

The contract management approach and frequency of meetings may be flexed at any time throughout the contract (as necessary) reflect the overall contract performance.

### **Quarterly Contract Review Meetings (Tier 1 Providers)**

Quarterly contract review meetings will be held 3 monthly following contract start date. Example agenda items can be seen below, however items on the agenda may be added by either the provider or the Council.

1. Introductions and apologies
2. Minutes from last meeting/matters arising
3. Update from Provider and LCC
4. Successes this quarter
5. Issues this quarter
6. Review of quarterly KPI data
7. Collaborative working arrangements
8. Finance/ Invoicing
9. Any Other Business

## **Annual Contract Review (Tier 2 Providers)**

Annual contract review meetings will be held by the Council annually following contract start date, for all Tier 2 Providers who have a Lancashire young person placed with them. At this meeting demand, performance, issues and improved ways of working will be discussed.

## **Ad hoc quality and compliance checks**

Contract management may request on an ad hoc basis information from the provider in order to validate performance and ensure the service is being delivered in line with their contractual obligations and service specification.

This may include, but not limited to:

- KPI Validations
- Staff Rota'ing & Daily Records
- Medication Processes, Support Planning and Administration
- Service User Finances
- Safeguarding Adults Policies, Procedures and Practise
- Policies, Procedures and Practise
- Audit of Actuals (actual care delivered) submitted
- Review of ISF monies and their management
- Internal Quality Assurance

Please see Service Levels and Key Performance Indicators at Schedule 2 'Service Levels / Key Performance Indicators'

## **Schedule 6      Invitation to Participate**

The Invitation to Participate document and its appendices including the Application Evaluation Criteria are attached to the procurement advert on the LCC Website, the link to which should be on the Oracle isupplier system for this procurement.

## Schedule 7 Change control

### 1. General principles

- 1.1. where the Contracting Body or the Provider sees a need to change the Terms and Conditions , the Contracting Body may at any time request, and the Provider may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this schedule 7.
- 1.2. until such time as a Change is made in accordance with the Change Control Procedure, the Contracting Body and the Provider shall, unless otherwise agreed in writing, continue to perform the Service Contract in compliance with these Terms and Conditions before such Change.
- 1.3. any discussions which may take place between the Contracting Body and the Provider in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4. any work undertaken by the Provider and the Provider's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this schedule 7, shall be undertaken entirely at the expense and liability of the Provider.

### 2. Procedure

- 2.1. Discussion between the Contracting Body and the Provider concerning a Change shall result in any one of the following:
  - (a) no further action being taken; or
  - (b) a request to change the Service Contract by the Contracting Body; or
  - (c) a recommendation to change the Service Contract by the Provider.
- 2.2. Where a written request for an amendment is received from the Contracting Body, the Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Provider to the Contracting Body within three weeks of the date of the request.
- 2.3. A recommendation to amend these Terms and Conditions by the Provider shall be submitted directly to the Contracting Body in the form of two copies of a Change Control Note signed by the Provider at the time of such recommendation. The Contracting Body shall give its response to the Change Control Note within three weeks.
- 2.4. Each Change Control Note shall contain:
  - (d) the title of the Change;
  - (e) the originator and date of the request or recommendation for the Change;
  - (f) the reason for the Change;
  - (g) full details of the Change, including any specifications;
  - (h) the price, if any, of the Change;
  - (i) a timetable for implementation, together with any proposals for acceptance of the Change;



- (j) a schedule of payments if appropriate;
- (k) details of the likely impact, if any, of the Change on other aspects of these Terms and Conditions including:
  - (i) the timetable for the provision of the Change;
  - (ii) the personnel to be provided;
  - (iii) the Charges;
  - (iv) the Documentation to be provided;
  - (v) the training to be provided;
  - (vi) working arrangements;
  - (vii) other contractual issues;
- (l) the date of expiry of validity of the Change Control Note; and
- (m) provision for signature by the Contracting Body and the Provider.

2.5. For each Change Control Note submitted by the Provider the Contracting Body shall, within the period of the validity of the Change Control Note:

- (n) allocate a sequential number to the Change Control Note; and
- (o) evaluate the Change Control Note and, as appropriate:
  - (i) request further information;
  - (ii) arrange for two copies of the Change Control Note to be signed by or on behalf of the Contracting Body and return one of the copies to the Provider; or
  - (iii) notify the Provider of the rejection of the Change Control Note.

2.6. A Change Control Note signed by the Contracting Body and by the Provider shall constitute an amendment to these Terms and Conditions.

