

CHILDREN AND YOUNG PEOPLE'S EXECUTIVE MEMBERS MEETING

2 JULY 2024

Approved Provider List Children's Services

This report contains information of the type defined in paragraph 3 of Part 1 of Schedule 12A Local Government Act 1972 (as amended).

1.0 PURPOSE OF THE REPORT

1.1 This report provides information on the proposal to implement an Approved Provider List for Disabled Children and to be used within Children and Family Services.

2.0 SUMMARY

- 2.1 The Review of Social Care Support for Disabled Children, Young People and their Families completed in December 2021 identified there are limited care providers / agencies within North Yorkshire that are able or willing to provide services to children. It was a recommendation that North Yorkshire undertake a wider commissioning/market shaping exercise to stimulating the market and encourage new providers or encourage existing providers to expand to ensure resilience in support and provision for meeting the needs of disabled children and their families.
- 2.2 Following the review, an action plan was developed, and an approved provider list now forms part of the Disabled Children's Service plan and Steering group.
- 2.3 The attached specifications (appendix 1, 2 and 3) sets out the APLs aims and objectives alongside a detailed service model.

3.0 BACKGROUND

- 3.1 The Disabled Children's Service and Children and Family Services currently do not have a framework or approved provider list to commission support and short breaks services.
 - 3.1.1 Following the review of Social Care Support for Disabled Children, Young People and their families, it is evident that there is a shortage of providers to meet the service needs and to ensure the LA can meet it's legal obligation to provide short breaks services to meet assessed need.
 - 3.1.2 An APL is compliant with the following procurement regulations:

Public Contract Regulations 2015, section 7, Social and Other Specific Services

3.1.3 It is a requirement under The Breaks for Carers of Disabled Children Regulations 2011 for Local authorities to provide the following short breaks:

- a) day-time care in the homes of disabled children or elsewhere,***
- (b) overnight care in the homes of disabled children or elsewhere,***
- (c) educational or leisure activities for disabled children outside their homes, and***
- (d) services available to assist carers in the evenings, at weekends and during the school holidays.***

3.1.4 The support can be provided in the following circumstances:

- Home Care - is provided to a child in their family home. It is provided for a specific period of time and this usually involves an element of personal care.
- Home Sitting - 'a sitting service' usually provided in the child or young person's home and involves caring for the child and their siblings while their parents go out.
- One to One Support - this is when a disabled young person is allocated a specific support worker who may go out with them or support them to attend an activity or event.
- Holiday Activities - both inclusive and specialist - these include holiday play schemes or taking part in any sport, arts or any other activities during the main and half term school holidays.
- Out of School Activities - both inclusive and specialist, during the week and at weekends - these include after school clubs and opportunities to socialise and enjoy activities at the weekend.
- Overnight Short Breaks - this is when a child or young person is cared for overnight by someone other than their parents/carers. This may happen in the child's home, in the carer's home, in a residential setting or through an activity type holiday.

3.1.5 Since Covid, there has been a significant reduction in the number of care providers for both adults and children, but particularly children. In 2020/2021 North Yorkshire commissioned with a total of 48 providers, but currently commissions with 30 a reduction of 37.5%.

3.1.6 There are 'pockets' within North Yorkshire that have very few, or no providers to commission. An example is Skipton and the introduction of an approved

provider list could stimulate the market and encourage providers to deliver services to children, knowing there is a process and allocated resources to manage contractual agreements.

- 3.1.7 The provision of an APL will enable the service to engage with providers through a process and open opportunities for wider captured formal discussions, currently there is a risk potential suppliers' details are not recorded or signposted and therefore interest is lost. The APL will ensure at the point of contact suppliers can be referred to an operating model and process and their details processed accordingly. Using a commissioned service via this APL also gives the authority a more favoured reputation within the marketplace.
- 3.1.8 The most used form of short break currently within North Yorkshire is Holiday Day Care, followed by Regular day care. Due to the reduced number of providers, this service is now regularly provided by the Children's Resource Centres, when their original core offer was to provide regular overnight short breaks.
- 3.1.9 The Children's Resource Centres (CRC) are the Local Authority's high need service, but due to the lack of external provision they are used more regularly for children with less complex needs when a more inclusive and mainstream service would be within a child's best interests.
- 3.1.10 Due to the specialist nature of the CRC and the requirement to be registered as a children's home with Ofsted there is a greater cost implication with using this service. Staff within the CRC are required to undertake specific training to complete their role, which includes a Diploma, that is not required for a community service. Therefore, using the CRC for elements of day care incurs additional training requirements and demands on the service.
- 3.1.11 The Local Authority has a duty to provide services to meet assessed needs, however, the lack of available providers is a barrier to complying with the statutory legal duty.

4.0 PRESENTATION OF THE SUBSTANTIVE ISSUE

- 4.1 North Yorkshire Council currently does not have an Approved Provider list. This has implications and risks associated with *Public Contract Regulations 2015, section 7, Social and Other Specific Services*.
- 4.2 There are limited service providers available to meet the needs of children within North Yorkshire. North Yorkshire is at risk of not meeting its legal obligation to provide short breaks services to meet assessed need.

5.0 CONSULTATION UNDERTAKEN AND RESPONSES

5.1 Parent Carer Voice were consulted as part of the Review of Social Care Support for Children which identified the need to stimulate the market and develop an Approved Provider List.

6.0 CONTRIBUTION TO COUNCIL PRIORITIES

6.1 The Approved Provider list is identified within the Review of Social Care Support for disabled Children. The implementation also identified the below saving:

Development of approved provider list for short break commissioning

Current budget for commissioning short breaks is £1,087,800k.

5% saving/reduced overspend on this would be estimated as £54,390k.

Savings would be from financial year 24/25 and beyond. This figure is based on The International Association of Contract and Commercial Management (IACCM) research states that the average cost of a contract leaks 9% of it's value during delivery. Therefore, it is estimated that the proposed bronze contract management approach would save around 5%.

6.2 There are costing principles which will be embedded into the contract. The aim of this work is to retain financial management of the market, particularly where the council pay above the average rate of care.

6.3 Due to the lack of contractual arrangements, the service is experiencing difficulties, particularly around paying retainer payments and increases in costs. The continued risk of overspend can be mitigated through the application of terms and conditions and rate setting mechanisms.

7.0 ALTERNATIVE OPTIONS CONSIDERED

7.1 To continue with the current contracting process, which is not compliant with legislation and leaves North Yorkshire Council open to legal challenge. The other risk factors are included in section 15, risk management.

7.2 The option of a framework was considered opposed to an APL, however an APL is the best option for the procurement as this gives the service area the required flexibility which a Framework or Dynamic Purchase System (DPS) do not offer. With a DPS competition between suppliers would be needed for each new placement. The benefits of an APL opposed to the alternatives are:

Opportunity to add suppliers throughout the life of the contract

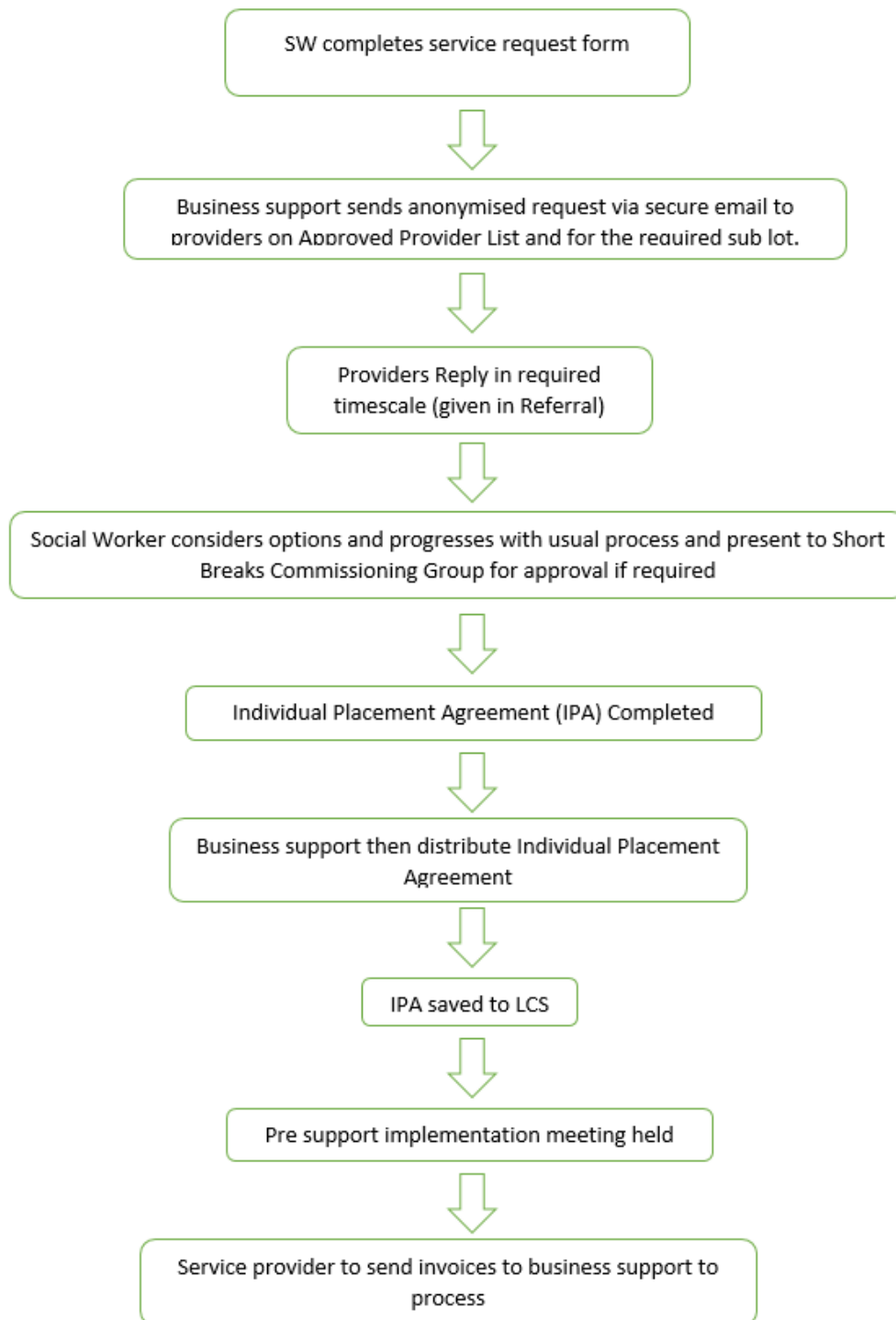
- Contract length up to 5 years.
- Can be divided into Lots either by service type and/or geographical regions.
- Simple tried and tested approach.
- Ability to stipulate in advance how work will be allocated.
- Potential to “grow” the list of suppliers to meet changing needs.
- Ability to remove failing suppliers where applicable.
- Contract management can be done centrally

- APL can utilise a consortium approach in the future. Consortium of authorities will provide economies of scale and should drive improved value for money and the potential income generation for the Council.

7.3 Consideration was given to using the adult services brokerage service with an internal recharge for this service. Health and Adult (HAS) Service Brokerage Service indicated they would not be able to deliver this service on behalf of children's services, because they do not have the required skills, knowledge, or training. Historically, DCS continued to support children up to the age of twenty-five years and worked closely with HAS brokerage service. HAS have reflected on the lessons learnt and would not be in a position to support with brokerage services for a children's APL.

7.4 Furthermore, an exercise identified that DCS on average would broker around 4 support packages per week and this service could be managed with the current staffing structure and levels.

7.5 The proposed brokerage process within the current staffing establishment:



8.0 IMPACT ON OTHER SERVICES/ORGANISATIONS

8.1 An Agreement will be entered into with providers who meet the minimum thresholds, including quality and price, for approval onto the APLs. This does not guarantee business to the provider. Individual Placement Agreements (IPAs) are then entered into for individual packages of care in line with a person's assessment.

8.2 A contract manager will be required, and it is proposed this will come under the role of the Short Breaks Manager. The implementation of the APL will be resource intense. Once the APL is in place, there are three possible contract management proposals which are banded as bronze, silver and gold. A balance exercise was completed highlighting the positives and risk factors of each approach.

8.3 Please see appendix 9 for the contract management appraisal completed by the procurement team. There are three options, bronze, silver or gold. The bronze approach can be adopted using the existing staffing structures, the silver is likely to require a part time worker at band J and the gold a full time worker on band J. If the silver or gold contract management is the preferred approach, this would include an internal recharge from the contract management team for a band J worker within their service.

Bronze	Silver	Gold
No financial implication	Mid point J .5 £24650	Mid point J 1FE £49315

8.4 It is proposed that the Local Authority adopt the bronze contract management approach and the Short Breaks Manager will be the contract manager.

8.5 Please see appendix 9 for the options appraisal. In summary the Bronze approach will be reduced to panels on a three monthly basis, annual reviews and addressing any standard, quality, safeguarding or contracting issues as they arise. Please see Appendix 4 for the suspension process and Appendix 8 for the escalation process.

8.6 The application consensus panel will take place on a monthly basis for the first three months. To be quorate, the consensus panel will be facilitated by a Category Procurement Officer, in addition a minimum of three other members of staff will be required to attend, (these members will be required to have specialist knowledge around disabled children’s short break care) these will include a senior manager (short breaks manager), social worker/s, or Locality team leader/s, within the existing staffing structure. There will be a requirement that these staff sit on the consensus panel on a rota basis.

8.7 The current social worker job description within the disabled children’s service is attached to this paper. It is proposed that the social worker continues to be responsible for the ‘brokerage’ aspect of the process. A secure email group will be created with all the approved providers. An anonymised service request will be sent to all providers and the social worker would then set up a contract with the provider able to meet the assessed need and offer best value using the individual placement agreement. A simple form will be devised to ensure sufficient anonymised information is provided to the potential service providers.

8.8 The current dedicated finance business support officers would process any invoices in the usual way.

8.9 An annual quality assurance visit to each registered provider would be a standard of good practice. If the council has a contract with a provider, it is proposed that the social worker with the contract would undertake an annual visit within the child in need review process.

8.10 Contract management and Quality colleagues will develop a robust application process for providers being accepted onto the new APLs. This is taking into account the current pressures within the market yet also providing the council with the necessary assurances of the providers' Ability to meet the requirements set out in the contract.

9.0 FINANCIAL IMPLICATIONS

9.1 The recommended bronze approach does not incur any financial implication with the contract management of an Approved provider List.

9.2 There will be a resource demand on the existing staffing establishment as detailed above in section 8.0. It is not proposed that additional resources are allocated to manage the APL.

9.3 The Local Authority will need to agree a financial commitment for the APL. The DCS overall budget is currently £6,946,700 and the social work team budget for commissioned services is £1,087,800. Due to the lack of approved providers, the commissioned services budget is currently underspent, but the direct payments budget is overspent (2022-2023) and that trend continues.

Overall DCS budget 2024 /2023	DCS commission service budget	DCS spend 2022/2023 on commissioned services	DCS spend on commissioned services 2023/2024	Direct payments budget	Direct payments spend 2022-2023
£6,953,000	£1,087,800	£667,233	£734,135	£1,084,200	£1,677,454

9.4 A cost of care exercise was undertaken with the providers NYC currently commission

9.5 Commercially Sensitive Data removed

9.6 STANDARD CARE - Children assessed as requiring support will have high needs requiring targeted intervention, constant supervision and access to 1:1 support at times. Services would need to follow professional led plans in respect to personal care, including feeding, continence, mobility including moving and handling needs. The support could include sensory and behavioural needs.

9.7 ENHANCED CARE - Requires specialist training to support children with behaviour that challenges, including team teach, MPVA and MAPPA. Children with enhanced care needs will require regular intervention to manage uncontrolled and unpredictable medical conditions. Regular is when intervention is required on at

least a monthly basis. The level of care will be part of the allocated workers assessment and will be included on any referral documents.

10.0 LEGAL IMPLICATIONS

10.1 An APL is compliant with the following procurement regulations:

Public Contract Regulations 2015, section 7, Social and Other Specific Services

10.2 NYC's legal team have provided legal advice on the procurement of the APL and developed a standard contract with clear terms and conditions. The terms and conditions will ensure more robust contractual clauses and mechanisms are in place.

11.0 EQUALITIES IMPLICATIONS

11.1 The APL will ensure a fair contract management and robust quality assurance process. All providers would need to follow the same process to be included on the approved provider list. Once accepted on the provider list, there will be a brokerage process completed by the allocated social worker prior to commissioning a service.

11.2 The disabled children's service has commissioned services from a core group of providers for several years that provide good quality services. These service providers are screened individually to ensure they comply with all required regulations. However, there isn't a robust contracting agreement to ensure best value and to enforce compliance with contracts. The choice and availability of service provision will be strengthened in the development of an approved provider list and ensuring procurement requirements are adhered to.

12.0 CLIMATE CHANGE IMPLICATIONS

12.1 Consideration will be given to travelling and mileage when accessing short break care i.e. nearest provider to the child.

12.2 Suppliers will be required to comply with all applicable environmental Law and other requirements as appropriate to the Services, which may apply in the performance of this Agreement

13.0 PERFORMANCE IMPLICATIONS

13.1 An approved provider list will:

- Increase choice of service providers and ability to meet service request
- Create a clear policy for any communication in respect of costs.
- A procedure and process to address any quality issues
- A contract to cover eventualities, such as a pause in service provision due to change in circumstances.

- Implement clear expectations with reduced service disruption, such as cancellation.
- Improve communication mechanisms through contractual agreement
- management of the market's rising cost of care
- standardised terms and conditions to provide the rigour to manage the market
- a move away from list types based on regulated and non-regulated activity, with a focus on personal needs and outcomes
- To implement a consistent application process
- Opportunity to formalise detailed service specifications in new contracts to ensure standardisation of requirement and ask of suppliers (unlike previous ad hoc purchasing).

13.2 The APL presents further opportunities for scrutiny and quality assurance through robust screening and qualitative commissioning thus mitigating risk and allowing the authority to stipulate clear expectations and outcomes that can be monitored and measured.

13.3 Outcome based commissioning and contracting aims to transfer the emphasis from the 'services' a provider will offer and will place more focus on the outcomes that these services achieve for the Children or Young People and their parents/ carers.

14.0 RISK MANAGEMENT IMPLICATIONS

14.1 The risks associated with not having an APL are:

- Risk that prices will fluctuate from providers and the Council lacks control over costs, resulting in higher costs.
- Risk that providers are not held to the same standards. This could mean that there is less contract management over some providers than others. If something was to go wrong, or a safeguarding issue arose without sufficient contract management (and a detailed contract to be managed) there would be significant reputational risk to the Council. Cannot hold suppliers to account for poor performance. An APL reduces reputational risk to the council and shows how we are meeting our responsibilities.
- The APL allows for a standardised approach for commissioning for all providers. This means that all providers are assessed and evaluated before placing children. Again, this reduces the reputational risk to the council and potential for any provider to be deemed to provide inappropriate care. Providers can be removed from the APL if not performing. Without these controls in place the contract awards to providers on an ad hoc basis may not have followed a correct evaluation procedure.
- Even with contracts in place, the detailed contract management and active reviews of contracts are necessary to ensure safeguarding issues are quickly identified and acted upon.
- The DCS is responsible for the care and support of some of the Council's most vulnerable service users. If an APL or detailed contractual mechanisms

are not in place, there is a significant risk that the children could come to harm. Contracts and issues relating to vulnerable people are often the subject of media interest and inquiries. E.g. Risk suppliers don't comply with NYC and other associated policy i.e safeguarding procedures, data protection.

- Without a detailed contract/APL, in the event of a child coming to harm, the Council may not be able to argue that it is the provider's fault. Therefore, that liability would likely sit with the Council. Damages for personal injury and death can be significant and the liability for such issues cannot be legally limited within a contract. Therefore, an appropriate contract with suitable liability clauses, and appropriate terms for the provider to meet, would ensure that any liability for such death or personal injury is correctly passed on to the provider. This would limit the financial risk to the council.
- Procurement risk would be reduced due to having an approved route to market in place, rather than ad hoc contract awards.
- Noncompliance with procurement Regulations – legal challenges and cost to the council associated with fines
- No opportunity to stimulate the market and work with more suppliers and continued difficulties in securing support to meet assessed need and statutory duties.

15.0 HUMAN RESOURCES IMPLICATIONS

15.1 The Job description for the social workers, service business support officers were reviewed. The role and responsibilities associated with the implementation of an APL does not raise any issues in respect of the employee's current job description. The job description for the short breaks manager states taking a 'lead responsibility for the commissioning and quality assurance of short breaks'.

16.0 ICT IMPLICATIONS

16.1 There are no identified ICT implications, the current IT systems in place within North Yorkshire are sufficient to manage the implementation of an APL. A NY Drive for secure transfer of documents with suppliers. Communication with suppliers and procurement will be carried out via Yortender.

17.0 RECOMMENDATIONS

17.1 Permission is given, for the implementation of an approved provider list for Disabled children. There are three contract management options. It is recommended that the bronze standard approach is adopted which does not have any additional financial implications and can be managed within the current job roles and description. The implantation of an APL predicts a saving of £49,400, it is anticipated that the structure would stimulate the market and increase choice. The council will be compliant with the procurement legislation while supporting to meet the legal statutory duty to provide services to meet assessed need.

17.2 RECOMMENDATION(S)

- | | |
|------|---|
| i) | Agree that and APL is necessary and progress to Key decision. |
| ii) | Agree that the APL will be managed through the bronze contract management option. |
| iii) | Agree the suspension internal policy |

APPENDICES:

- Appendix 1 - Over Night Short Breaks
- Appendix 2 - Community Based Support
- Appendix 3 - Home Based Support
- Appendix 4 - Process for Suspension of Commissioned Services including Services
- Appendix 5 – Social Worker Job Description
- Appendix 6 - Escalation Process
- Appendix 7 – Escalation process APL
- Appendix 8 - Contract Management Report

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County Hall

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21 June 2024

Report Author – Gemma Sheader

Short Breaks Manager

Presenter of Report – Gemma Sheader

Short Breaks Manager

Note: Members are invited to contact the author in advance of the meeting with any detailed queries or questions.

PLEASE ALSO NOTE THAT IF ANY REPORTS / APPENDICES INCLUDE SIGNATURES THESE MUST BE REMOVED / DELETED PRIOR TO SENDING REPORTS / APPENDICES TO DEMOCRATIC SERVICES. Appendices should include an Equality Impact Assessment and a Climate Impact Assessment where appropriate

Service	Overnight short breaks
Period	01/11/2022 – 31/10/2027
Review Date	01/11/2023

1.0 VISION & CONTEXT

North Yorkshire Council is seeking to implement and Approved Provider List (APL) throughout the county to deliver short breaks services to children with disabilities.

The Council is seeking forward thinking Providers to work collaboratively to create good quality, strong and sustainable Services across North Yorkshire, which are responsive to the needs of each locality and the community within, enabling the council to deliver short breaks to children to enable them to remain in their own community. This includes working collaboratively with Commissioners, Primary and Community Health, Education, allocated worker / Social Workers and Parents / Carers.

It is crucial that children and young people are supported to stay in their local community to prevent unnecessary full-time care. The Safeguarding children with disabilities and complex health needs in residential settings phase 2 report highlighted the need for *'certainty of a range of provision from early intervention through to specialist residential care that will address the needs of children with disabilities and complex health needs in the right place at the right time.'* It identified the need for suitable, sufficient and sustainable support for children so *'parents can choose what is right for their child.'*

A lack of suitable and sustainable services places pressure on families and carers and a focus on preventative local provision to prevent escalate in need.

One of the Council's key strategic intentions is to support children to live in their own home and community with access to services that can meet their individual need.

The strategic vision of supporting people to live well and independently in their own community will also increase the need for regular overnight short breaks. This is reinforced by the **Send review: Right support, right place, right time** so children can be supported to reach their full potential and lead happy and healthy lives without a delay to access services to meet their individual needs.

It is important that Providers are aware of the geography of North Yorkshire and the challenges and opportunities that the geography presents. The commissioners expect Providers to be aware of the diversity of the geography in North Yorkshire and how this may affect the delivery of home-based support.

Overnight Short Break Services are an essential part of children's short breaks services and therefore a responsive service from Providers is essential to ensure that children are supported to live in their own home and community with their family or carers that love and care for them.

2.0 SERVICE DESCRIPTION

2.1 Aims and Objectives

The overall aim of the Service is to ensure long term certainty and consistency of service provision, build capacity in the care market, ensure good quality recruitment, consistency of Provider personnel, which in turn will improve quality of, and satisfaction with, the Service from the Children and families point of view.

It is the ambition of North Yorkshire County Council to provide outstanding services and outcomes to the children who reside in the County.

The aims and objectives of these services:

- Provide parents with a short break from their caring role.
- Provide short break whilst ensuring a child's care and support needs can be met.
- Provide care that is child centred, promoting independence and whole well-being and helping them to maintain or develop their skills to do as much as they can and want to for themselves.
- Provide support that enables choice to children and their parents, carers or guardians to maintain personal choice about everyday life supporting them to make decisions on a day-to-day basis.
- Provide care that reflects safe, effective practice and maintains quality as a high priority
- Provide care through well-maintained professional partnerships supported by good leadership.
- Be integrated into the community as much as possible, helping people to go into their local areas, or beyond, to do the activities they enjoy and that they need to for living their daily lives.
- Help people to build and maintain friendships and relationships where they want to, making sure that connections with friends and families are facilitated as much or as little as children want.

2.2 Core Services

Registered children's homes to provide overnight short breaks to children, including emergency unplanned care on a short-term basis while long term options are secured.

Planned overnight short breaks:

The overnights can be planned overnight short breaks to provide the parent or carer with a break from their caring role.

Emergency overnight short breaks to support in a crisis or emergency when a carers needs to go into hospital or to prevent breakdown of the caring role and requiring alternative full time care. The plan would be to support a child to safely return home as soon as possible.

The purpose of the Service is to provide overnight short breaks either in a planned or emergency situation to support them to continue living in their own home and

community with their family and or carers that love and care for them. The child would be provided with accommodation, care, support and stimulation.

Children who access overnight short breaks will have a diverse range of needs including those with mild and moderate needs, people with intensive/enhanced needs, behaviour that challenges, mobility needs and disabilities and sensory impairment (including acquired brain injury).

The Provider shall recognise that People's needs shall vary depending on the individual child's care dependencies.

As well as personal care tasks, providers are expected to plan activities and stimulation for the child that is fun and increases their independence and skills.

2.3 Core Elements of Care

In line with the requirements of this Service Specification, the Provider shall deliver the core elements of care as detailed below. The Person's package may include all or some of these core elements. However, there is an expectation that the service shall meet all the core service standards.

2.3.1 Personal Care

Personal Care (as defined in the Care Act) physical assistance, prompting or supervision of a person in connection with—

- eating or drinking (including the administration of parenteral nutrition),
- Toileting (including in relation to the process of menstruation),
- washing or bathing,
- dressing,
- medication management and administration;
- oral care, or
- the care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist);

The Provider shall attend to the physical needs of the child by helping, prompting or supervising with intimate physical care and treatment, sensitively, discreetly and in a way that maintains their dignity and privacy and in line with the Child's care Plan, whilst encouraging the child to maintain, regain or develop their personal care skills. This includes but is not limited to:-

2.3.2 Washing or bathing

Wherever possible, the child shall be given a choice of gender of the person assisting with personal care and the times and frequency of support in bathing and washing shall be in line with the Care Plan.

When assisting the child in bathing or showering, the Provider shall ensure that:-

- The Provider's Support Plan shall state the child's preferred temperature for baths/showers.
- To prevent risks from scalding, the Provider shall ensure that pre-set valves of a type unaffected by changes in water pressure which have fail-safe devices, are fitted locally to provide water close to 43°C.
- Where a child chooses not to have their personal care needs met the Provider shall notify the family and Council.

2.3.7 Medication Management

The Provider shall have in place and adhere to a medication policy and procedure which includes the receipt, recording, storage, handling, administration and disposal of medicines to ensure that there is no mishandling in line with NICE guidelines: <https://www.nice.org.uk/guidance/sc1>

The Provider shall ensure that:-

- Ensure the receipt, administration and disposal of Controlled Drugs in a Controlled Drugs register. Controlled Drugs administered by Provider are stored in a metal cupboard, which complies with the Misuse of Drugs (Safe Custody) Regulations 1973 - the administration of Controlled Drugs is witnessed by another designated, appropriately trained member of staff.
- Medicines managed by the Home are handled according to the requirements of the Medicines Act 1968, guidelines from the Royal Pharmaceutical Society, the requirements of the Misuse of Drugs Act 1971 and that Provider Nursing Personnel abide by the Nursing & Midwifery Council Standards for Medicines Management.
- Medication, including Controlled Drugs, are administered by designated and appropriately trained member of staff.
- To monitor the condition and health of the child taking medication and contact the GP if they are concerned about any change in condition, which may be a result of medication, and shall prompt the review of medication on a regular basis. The provider shall be aware of potential side effects of medication or know how to access this information.
- Medication audits and staff competency assessments shall be undertaken on a regular basis. The Provider shall ensure that the audit includes medication storage, records and documentation.
- An up to date record of employees who are trained in the administration of medication is maintained. The Provider shall ensure that a list of Provider Personnel signatures used on Medication Administration Record (MAR) charts is maintained and corresponds to the list of the employees signatures of the MAR charts and is available for monitoring purposes.

2.3.8 Dietary Preferences & Nutrition

The Provider will ensure that appropriate policies, training and arrangements are in place to meet the nutritional needs of children in their care, with appropriate mechanisms in place to monitor that:-

- The child is offered regular meals

- Meals and mealtimes are flexible, unhurried and the child is given sufficient time to eat with assistance offered where necessary, discreetly, sensitively and individually.
- Independent eating with the use of appropriate crockery and cutlery, as recorded in the child's Care Plan, is encouraged for as long as possible.

2.3.9 Continence

The Provider shall provide effective bladder and bowel management for the child using the Service, including incontinence and constipation with referrals made to specialist services where appropriate. The Provider shall ensure that:-

- Appropriate advice about the promotion of continence is sought where required, from a relevant health professional, acted upon and aids and equipment, which are required, shall be provided.
- Where the child experiences incontinence they are offered assistance with washing and changing into clean, dry clothes, when necessary.
- A Provider's Support Plan for continence is in place, where applicable, and agreed with the child, allocated worker / social worker and health professional. The provider will ensure their approach is consistent with home and school.
- Care providers involved in continence care have received relevant Person specific training and competency reviews are undertaken to confirm that they can undertake the tasks.

2.3.10 Oral Care

Poor oral health can affect children and young people's ability to sleep, eat, speak, play and socialise with other children. Other impacts include pain, infections, poor diet, and impaired nutrition and growth. Pain because of toothache can also cause behaviour that challenges.

The Provider should ensure that when providing care services and support, oral care is not overlooked. The Provider shall also ensure that:-

- Care staff understand, maintain and support good oral hygiene.
- Support the child's own capacity for self-care and independence including cleaning of dentures where required and where possible.

2.3.11 Sight, Hearing and Communication

The Provider shall ensure that the Provider's Support Plan highlights what action should be taken to communicate effectively with them including the use of communication aids (e.g. PECs Makaton), and signs are provided to assist all children, taking account of their individual needs. Care staff to receive appropriate training in relation to the different methods of communication used by the child.

2.3.12 Mobility and dexterity, including moving and handling, physical environment, risk of falls and physical activity

The Provider shall ensure a policy and procedure is in place, which covers mobility and dexterity including areas such as moving and handling, promoting mobility, risk of falls and physical activity.

The Provider shall ensure:-

- Each child, where relevant, has an individual moving & handling assessment and risk assessment.
- Care staff receive training on how to complete the risk assessment before they undertake any assessments themselves. A suitably qualified person shall provide training.
- Care staff assisting with dressing, fitting of splints and other appliances, are aware of the effect of any illness and physical impairment of the child and assist without causing discomfort.

2.3.14 Environment & Maintenance

The location and layout of the home shall be suitable for its stated purpose, be accessible, safe, well-maintained with a recorded programme of routine maintenance and renewal of fabric and decoration, and meet children's individual and collective needs in a comfortable, homely way with premises being kept clean, hygienic and free from offensive odours throughout.

The Provider shall ensure that:-

- The building complies with the requirements of the local Fire Service and Environmental Health - accurate and up to date Fire Risk Assessments and Safer Food: Better Business records are in place and are maintained.
- The use of CCTV cameras are restricted to entrance areas for security purposes only and do not intrude on the daily life of people in the Home. Any monitoring used for managing health needs such as epilepsy are agreed and recorded in the child's individual care plan.
- The heating, lighting, water supply and ventilation of accommodation meet the relevant environmental health and safety requirements and the needs of children.
- The Home provides personal bedding for each child and ensures they are involved with the choice of colour or theme.
- The grounds surrounding the Home are kept tidy, safe, attractive and accessible to children staying in the Home, and allow access to natural sunlight.

2.3.15 Accessibility

Doorways into communal areas, children's rooms, bathing and toilet facilities including en-suite facilities, and other spaces, are of a width sufficient to allow adequate access to accommodate children when using wheelchairs or other aids.

Individual bedroom layouts ensure that there is room on either side of the bed, to enable access for carers and any equipment needed.

Doors to the child's bedroom are fitted with locks suited to the child's capabilities, ensuring accessibility of carers e.g. to undertake checks on the child or to facilitate the evacuation of the building in the case of fire or emergency.

Emergency lighting is provided throughout the home to promote safe exit in an emergency and emergency exits are clearly marked.

2.3.16 Communal Rooms

Furnishings shall be bright and appealing to children, including lighting sufficiently bright and positioned to facilitate reading and other activities, of good quality, suitable for the range of interests and activities preferred by children, with sufficient space to enable safe practices, including space being available which includes:-

- Rooms in which a variety of social, cultural and religious activities can take place.
- Dining room cater for all children

2.3.18 Domestic Services

The Provider will retain overall responsibility in ensuring that the living environment is maintained to a high standard.

2.3.19 Community Support Services

The Provider shall enable the child to access their local community and be supported to maintain a relationship. These Services could include assisting, advising, supporting, accompanying and encouraging the child with access to:-

- Community activities (such as parks, cinema, libraries, places of worship).
- Social networks, maintain relationships including family.

2.3.20 Social and Recreational Activities

The Provider is required to plan, offer, deliver, and facilitate positive and child centred activities and experiences, including appropriate exercise and physical activity that focus on providing a purposeful day and where appropriate undertake a risk assessment.

The aim should be to ensure that the activity or experiences are flexible, varied and stimulating to meet the child's needs, expectations, wishes, preferences, interests and capacities. In some instances, this may require accompanying and supporting the child to access activities in or outside the home whilst considering any mitigating action required as a result of the child's risk assessment.

2.3.19 Equipment

The purpose of providing equipment is to increase or maintain functional independence and well-being of the child as part of a risk management process. The Provider shall ensure that:-

- Equipment is used only for its intended purposes and in line with the assessment/Support Plan.
- Where hoists are used the appropriate number of staff ratio is available to provide support to the child, in line with the Occupational Therapists assessment.

- Any child using equipment to aid their mobility, e.g. a wheelchair, walking frame, is supported in its use and any adaptations are used correctly, i.e. footplates on wheelchairs.
- Where a child persists in refusing to use equipment appropriately, i.e. refusing to use the footplates on a wheelchair, this is communicated to the allocated worker and family / carer immediately so that safe practice may be agreed.
- Where a child's needs change, the Provider is required to refer back to the original prescriber for advice/reassessment.
- Instructions provided with any equipment should be followed, and staff appropriately trained to use the equipment.
- All equipment maintenance and inspection standards should be maintained.

2.3.23 Transport

Where the Provider is responsible for transport, the vehicles used must be appropriately maintained, insured and, where appropriate, drivers must be trained and have the required vehicle category on their driving licence. Transport provided must be safe and suitable in meeting a child's individual needs and sufficiently flexible in order to support a wide range of activities for people who use services. Risk assessments should be carried out where appropriate and children's individual care plans followed.

The Provider shall ensure that all vehicles are adequately insured for all liabilities and the appropriate documentation is valid. Where the Child is being transported in a Provider Personnel member's car the Provider shall be satisfied that Provider Personnel motor insurance covers this.

The Provider shall ensure that all Provider Personnel driving for work purposes hold a valid driving licence for the vehicle being driven and observe relevant road and safety requirements.

The Provider shall retain copies of Provider Personnel driving licences and insurance details and shall ensure they are current.

The Provider shall ensure that where the Provider Personnel are involved in transporting the child, they are aware of the needs of the child and have received specific training in mobility and wheelchair clamping, where relevant. Dependant on age and size children to be transported using the correct car seat. [Child car seats: the law: Using a child car seat or booster seat - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Where transport is provided in addition to the services defined in the child's care plan, the Provider shall ensure that any additional charge for transport is detailed and agreed in advance.

Any drivers or escorts must have a current DBS check.

Eligibility for the Council's Integrated Passenger Transport (IPT) is assessed by the local authority. This assessment considers all alternative options to most appropriately meet the child's needs. The Local Authority will consider all transport options, including the child's access to mobility allowance.

2.5.5 Telephones

The Provider shall ensure there is a procedure for the use of mobile phones when supporting a child or young person. This needs to consider, but not limited to safeguarding procedures and the law in respect to using a phone when driving.

2.5.7 Positive Behaviour Support

Where required, the Provider should adopt a Positive Behavioural Support (PBS) approach to support people who are at risk of behaviour that challenges. The PBS approach has been recommended the NICE guidelines for Challenging Behaviour; Ensuring Quality Services; Positive and Proactive Care: Reducing the need for Restrictive Interventions; A Positive and Proactive Workforce; and Supporting Staff who work with People who Challenge Services.

[Recommendations | Learning disabilities and behaviour that challenges: service design and delivery | Guidance | NICE](#)

3.0 GOVERNANCE

3.1 Assessment, Support Plans and Brokerage

Information in relation to the Council's eligibility and Assessment Process can be found on the North Yorkshire website [North Yorkshire Council Children and Young People's Service Short Breaks Statement | North Yorkshire Council](#)

3.2 Management & Provider Personnel

The Provider shall ensure that the management approach of the Service provides an open, transparent, positive and inclusive atmosphere. Management planning and practice shall aim to encourage innovation, creativity and development providing a clear sense of direction and leadership which Provider Personnel and People understand and are able to relate to the aims and purpose of the service ensuring the Service delivered is of a high quality. Suitable accounting and financial procedures are adopted which demonstrate current financial viability and ensures effective and efficient management of the Service.

The Provider shall have a strategic approach to workforce planning and development, with effective Provider Personnel retention strategies and recruitment. This shall be evidenced in a Workforce Plan recording actions planned, achievements and details of the positive impact on the Service.

The Provider shall ensure that retention strategies include fair and comprehensive terms and conditions for Provider Personnel, in accordance with statutory compliance including adherence to the payment of the National Living Wage/National Minimum Wage including paying for travel/non-contact time, Stakeholder Pensions, etc.

Further standards relating to management and Provider Personnel, and training and supervision, that apply to this contract can be found in the Standards and Outcomes Framework.

4.0 CORE SERVICE STANDARDS

4.1 General Requirements for Providers

The Provider is required to be registered with any appropriate bodies for the service they are providing. For children's homes providing overnight short breaks, the provider is required to register with ofsted [Register a children's social care service \(SC1\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/childrens-social-care) and must adhere to the Children's Home regulations 2015.

For regulated care activity, the Provider is required to be registered with the Care Quality Commission (CQC) and to maintain that registration throughout the Contract Period. All Providers must meet the Fundamental Standards.

<https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers>

The Provider is required to deliver their service to the standards outlined in Social Care Common inspection Framework (SCCIF) [Social care common inspection framework \(SCCIF\): children's homes - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/social-care-common-inspection-framework)

Providers delivering education provision will also need to satisfy the legal requirements of registration and inspection associated with the [Ofsted inspection framework](https://www.gov.uk/government/organisations/ofsted), relevant to the setting.

In addition to meeting the requirements of the Fundamental Standards as set out above, the Provider is required to meet the terms of the Agreement.

There is an express obligation on the Provider to deliver the Services commissioned via this service specification in accordance with legislation, statutory guidance and Best Industry Practice as detailed in the Agreement and to have due regard to appropriate evidence-based Best Industry Practice including national guidelines published by [National Institute for Health and Care Excellence \(NICE\)](https://www.nice.org.uk).

Each Provider must ensure that it has the ability to provide the necessary Services with a sufficient number of trained and competent employees necessary to provide care for children using the Service. The Provider must ensure that each person responsible for the delivery of care is fully aware of the requirements of the terms of Agreement, as well as the Fundamental Standards and be able to demonstrate a commitment to maintaining and delivering high quality Services for

children with a variety of needs and/or conditions providing a Service where all aspects of a Person's assessed care are met.

The Provider will provide Services that meet the needs of the child, are responsive, reliable, maintain a child's dignity and respect at all times and are provided by competent care staff in a way that supports the safety and security of the Person using the Service.

Where possible Services must always be provided in a way that enables the child to maximise their independence, health and wellbeing and support their social, spiritual, emotional and healthcare needs.

4.2 Behavioural Standards and Codes of Practice

The Provider and its Provider Personnel shall adhere to the relevant codes of conduct for their profession.

4.4 Information for People

Provider must maintain up to date Service literature containing information which is relevant to the Service. The Provider shall ensure that all information relating to the Service is written in plain English and in line with the Accessible Information Standard, where relevant and is available in other formats or languages on request such as a child's guide, using widget technology or similar. The Service literature must be in a format appropriate to the Service and provide sufficient detail around the Service.

As a minimum, the child and their family or carer should be provided with information that includes the following within two weeks of the start of the service:

- Details of overall support and services provided as part of the commissioned Service;
- A copy of the Provider's Support Plan;
- Arrangements on how to contact the Provider, including out of hours, where appropriate, or in an emergency.

The Council is responsible for providing the Person with all statutory information and information about the Council's services, including:

- When and how to ask for an assessment from North Yorkshire County Council
- Basic information on North Yorkshire County Council Services
- Basic information on the advocacy service and when and how to use it.

4.4 The Child's Rights and Advocacy

Many individuals who use services may need help in being able to voice their thoughts or make decisions in their lives. In these cases, another individual may act as an advocate. This person may be a family member, friend or a paid advocate through the contracted advocacy service. The Provider shall work with the individual, the allocated worker / social worker, the family or carer and their advocate where appropriate in decision making and to ensure the child's voice is heard.

The Provider shall encourage and facilitate self-advocacy from children wherever possible including consultations with children and 'you said, we did'. This should be evidenced in the Provider Support Plan.

4.5 Persons Rights/Citizens Voice

Many individuals who use services may need help in being able to voice their thoughts or make decisions in their lives. In these cases, another individual may act as an advocate. This person may be a family member, friend or a paid advocate through the contracted Advocacy Service. The Provider shall work with the individual, parent, guardian or carer, allocated worker and their advocate where appropriate in decision making and to ensure the individual's voice is heard.

4.5 Mental Capacity and Cognition

Where appropriate the Provider shall work within the principles of the Mental Capacity Act (2005) (MCA) (as amended) and the corresponding Code of Practice to understand best practice and in particular best interests decision making in regard to that legislation. The Provider will be expected to understand their responsibility under the Deprivation of Liberty orders (DoL) and Mental Capacity Act 2005.

The Provider shall ensure that Provider Personnel have undertaken appropriate training in relation to the Mental Capacity Act 2005 and understand the impact on daily living whilst working in line with the 5 principles of the Mental Capacity Act 2005 which are:-

- A Person must be assumed to have capacity unless it is established that they lack capacity.
- A Person is be deemed to be as able to make a decision unless all practicable steps to help them to do so have been taken without success.
- A Person is not to be treated as unable to make a decision merely because they make an unwise decision.
- An act done, or decision made, under this Act for or on behalf of a Person who lacks capacity must be done, or made in their best interest.
- Before the act is done, or the decision made, regard must be had to whether the purposes for which it is needed can be as effectively achieved in a way that is less restrictive of a Person's rights and freedom of action.

The Provider shall ensure that:-

- Policies and practices ensure that physical and/or verbal aggression by children is understood and dealt with appropriately, and that physical intervention is used only as a last resort, in accordance with Department of Health guidance and a policy is in place and appropriate training has been undertaken by Provider Personnel.

4.8 Infection Control

The Provider shall ensure that:-

- Infection control measures are adhered to.
- Hand washing facilities are prominently sited in areas where infected material and/or clinical waste are being handled.
- Provider Personnel understand and practice measure to prevent spread of infection and communicable diseases and that robust systems are in place to control the spread of infection, in accordance with relevant legislation and published professional guidance.

4.7 Staffing ratios

Where a care plan identifies the need for more than one staff member to deliver specific aspect of care based on a risk assessment, and not on a standard policy this must be adhered to. E.g. a hoist may be used with one carer if this is assessed as being safe. Where a moving and handling, or positive behaviour plan identifies the need for a specific staffing ratio, this must be adhered to.

4.8 Maintain Records

Providers are required to maintain records with minimum information provided below:

- plan and prepare sessions with identified outcomes.
- plan and prepare sessions based on families and individual's needs in partnership with key staff.
- identify resources required.
- record families and individual's progress and outcomes achieved within each session in relation to the action plan which holds the key outcomes.
- record additional outcomes achieved.
- identify possible new areas for development.
- identify the family's and individual's skills and acknowledge preferred therapy methods;
- use information for future planning.

4.9 DBS and recruitment

Service Providers and their staff will be subject to enhanced DBS (Disclosure and Barring Service) checks in line with Government legislation prior to undertaking any task in relation to this Service. All certificates must be renewed every three years at the Service Provider's cost.

The children's homes regulations 2015 regulation 32 and 33 to be adhered in respect to recruitment of staff ensuring a full working history and references from previous roles involving work with children or vulnerable people.

4.10 Insurance

The Provider shall have in place and maintain the following insurance policies throughout the Term:

- employers' liability insurance to cover liabilities under this Agreement for at least ten million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements
- public liability insurance to cover liabilities under this Agreement for death, injury and/or third-party damage for the sum of five million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements
- Where appropriate Professional Indemnity Insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum of two million pounds (£2,000,000).
- Vehicle Insurance Cover- the Provider and its Staff shall have in place motor vehicle insurance which complies with relevant legislation commensurate with the potential liabilities of the Provider relating to the operation of vehicles used for the transport of Children.

4.11 Mandatory policies

The Provider shall have the following policies in place throughout the Term of this Agreement and shall make a copy available to the Council upon request:

- Anti- Corruption Policy/Statement of Ethics (for the purposes of the Bribery Act 2010)
- Data Protection Policy
- Privacy Policy
- Corporate and Social Responsibility Policy
- Safeguarding Children Policy
- Incident Reporting Policy
- Managing Allegations Against Staff
- Use of Restraint Policy

The policies will have clear reference to The Children Acts as amended from time to time, The UN Convention on the Rights of the Child (Article 12); National Standards for The Provision of Children's Advocacy Services 2003.

4.12 Safeguarding

The Provider shall make the necessary arrangements to ensure compliance with all statutory requirements relevant to the duty to safeguard and promote the welfare of children in the delivery of the Services.

The Provider shall ensure that all Staff receive appropriate training in relation to Safeguarding and that the multi-agency procedures, published by the North

Yorkshire Safeguarding Partnerships, are understood and followed. The Provider shall participate in the Safeguarding process and use their best endeavours to ensure appropriate representation at Safeguarding meetings, acknowledging that these meetings may be arranged with little notice. If the Provider cannot provide an appropriate representative for a Safeguarding meeting, the Council shall be notified as soon as possible.

All notifiable events that must be reported to the Care Quality Commission and/or Ofsted will be reported to the Council.

Any allegations against a staff member or volunteer who works with a child should be reported to the Local Authority Designated Officer (LADO) [NYS CP \(safeguardingchildren.co.uk\)](http://www.nyscp.org.uk)

5.0 ACCEPTANCE AND EXCLUSIONS

5.1 Service Eligibility

The purpose of the Service is to provide overnight short breaks to children under the age of 18 years. In exceptional circumstances and in line with ofsted registration, there may be occasions when children require ongoing overnight support post 18 years as part of their agreed transitional plan.

The Services covered under this Approved Provider List are available to people who ordinarily would be resident within the administrative area of North Yorkshire and who have assessed needs identified as being able to be met by the services definitions as defined in this Approved Provider List. The services shall be available to Children with disabilities.

5.3 Accessing the Services – Service Response Times and Availability

Referrals may be made to the Service by telephone or in writing. The Provider shall nominate those persons with authority to accept referrals and shall inform the Council of their names, addresses and telephone numbers, and update as necessary.

The Provider shall provide the Services for the individuals named as set out on the Individual Service Contract from the start date until the Services are cancelled, suspended or varied in accordance with the Contract. For the avoidance of doubt, the Council does not guarantee any minimum volume of work under this Contract.

The Services shall be provided at the locations specified on the Provider's application to the Approved Provider List within the County of North Yorkshire.

The Provider shall ensure that the care home is able to meet the agreed service provision and have a business continuity plan in place.

5.4 Referral Pathways

People shall be referred into this service via an allocated worker from children's services.

5.5 Transitions Pathway

Providers are required to deliver Services that compliment and support a child's transition to adulthood. For young people with special educational needs and disabilities, the transition can take longer and needs more preparation. Where the child has an Education Health and Care Plan and/or Personalised Learning Plan, this should be used to support the identification of ongoing person-centred outcomes to support the child's transition to adulthood. Where appropriate, this should contribute towards the Care Act Assessment and in the identification of the most appropriate service offer to meet the Person's identified outcomes. The support from the Service should be person-centred, and should enable the Person to maintain and build on the outcomes they have already achieved in their preparation for adulthood.

5.6 Hospitalisation & Other Absences

The Council defines planned and unplanned absences within the List Specific Terms of the Agreement and the associated payment terms in the event of a Person's absence from the Service.

The Council and the Provider must make it clear to the child and or their family / carer that wherever possible, they are required to give 24 hours notice if they will not be requiring a Service as detailed in their Individual Service Agreement and Provider's Support Plan.

In the event of an emergency, where it is not possible to give 24 hours notice, the Local Authority will not be charged. Examples of an emergency may include, but not be limited to, sudden illness, hospitalisation, or close family bereavement.

In the interest of safeguarding on the first day of any unplanned absence, Providers will be expected to make contact with the following people in the order below until you are able to establish the individual's reason for absence and that they are safe:

- next of kin/ Parent / Guardian / Carer
- Allocated worker / social worker, duty worker /social worker, or emergency duty team out of hours.

Once the Provider has spoken to the child / parent / carer or the individual who understands the reason for the unplanned absence. You will be expected to:

- notify the allocated worker, or duty worker (notification must be provided by email within one working day of non-attendance)

Providers will be expected to monitor non - attendance and report any trends and patterns to the relevant referring Team who will establish if it will turn into a planned absence.

In no event shall the Council be liable to the Provider for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

6.0 INTERDEPENDENCE WITH OTHER TEAMS/ORGANISATIONS

6.1 Other Providers

The Provider is likely to be providing Services to children who may be in receipt of a range of services and support, some of which may be commissioned from the Council's other Approved Provider Lists, as follows:-

- Home Based Support
- Community Based Support

There is therefore a requirement for Providers to work collaboratively and respectfully of other Providers.

Further standards relating to working collaboratively with other Providers that apply to the Service can be found in the Standards and Outcomes Framework.

Providers will also be expected to work in such a way that promotes community integration, including but not limited to:

- Demonstrating an awareness of available local community resources and facilities.
- Demonstrating how they are working collaboratively with local community based services and facilities to promote accessibility for the people supported.
- Engaging with local user forums and professional networks appropriate to their area of service.

6.2 Termination

The Council is entitled to terminate the Contract with immediate effect and recover from the Provider the amount of any loss resulting from such a termination, if

- Any of the persons employed by the Provider are convicted under the 1st Schedule of the Children and Young Persons Act 1933

- Any of the persons employed by the Provider are identified as posing a risk, or potential risk, to children;
- The Provider has offered any gift or consideration of any kind as an inducement or disincentive for doing anything improperly in respect of this Agreement or any subsequent or any other contract with the Council
- At any time during the Term the Provider is convicted of any offence referred to in Regulation 57 of the Public Contracts Regulations 2015 or if an event occurs which would have entitled the Council to treat the Provider as ineligible for selection under Regulation 58
- Is registered with the Care Quality Commission or Ofsted and receives an inadequate rating from the Care Quality Commission or Ofsted and/or is registered with any other regulator of competent jurisdiction in respect of the delivery of the Services and receives a rating or judgment that is equivalent to an inadequate rating from the CQC or has any such registration cancelled or withdrawn or otherwise gives the Council reasonable concerns about the Provider's ability to deliver the Services
- Fail to meet any of its obligations within the fundamental standards of the Care Quality Commission;
- If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman (or other ombudsman of competent jurisdiction) because of the act or omission of the Provider;
- The provider takes any action which in the reasonable opinion of the Council has or may cause significant harm to the reputation of the Council, or in the reasonable opinion of the Council has or may cause significant harm to a Person, Child or Young Person

7.0 QUALITY AND PERFORMANCE STANDARDS

The Council expects all Providers to strive for excellence. Providers are required to comply with the relevant regulation standards including, but not limited to Children Act 1989, The Children's home regulations 2015, Working together to safeguard children (2015 and 2023, (Regulated Activities) Regulations 2014, NICE guidance, other appropriate National and Local guidelines and relevant successor documents. The Specification could also be subject to changes in response to any future changes in Legislation or Government guidance.

Service	Community Based Support
Period	01/11/2024 – 31/10/2027
Review Date	01/11/2025

1.0 VISION & CONTEXT

North Yorkshire Council is seeking to implement an Approved Provider List (APL) throughout the county to deliver short breaks services to children with disabilities.

The Council is seeking forward thinking Providers to work collaboratively to create good quality, strong and sustainable Services across North Yorkshire, which are responsive to the needs of each locality and the community within, enabling the council to deliver short breaks to children to enable them to remain in their own community. This includes working collaboratively with Commissioners, Primary and Community Health, Education, Social Workers and Parents / Carers.

It is crucial that children and young people are supported to stay in their local community to prevent unnecessary full-time care. The Safeguarding children with disabilities and complex health needs in residential settings phase 2 report highlighted the need for *'certainty of a range of provision from early intervention through to specialist residential care that will address the needs of children with disabilities and complex health needs in the right place at the right time.'* It identified the need for suitable, sufficient and sustainable support for children so *'parents can choose what is right for their child.'*

A lack of suitable and sustainable services place pressure on families and carers and a focus on preventative community-based provision to prevent escalate in need.

One of the Council's key strategic intentions is to support children to live in their own home and community with access to services that can meet their individual need.

The strategic vision of supporting people to live well and independently in their own community will also increase the need for community-based support. This is reinforced by the **Send review: Right support, right place, right time** so children can be supported to reach their full potential and lead happy and healthy lives without a delay to access services to meet their individual needs.

It is important that Providers are aware of the geography of North Yorkshire and the challenges and opportunities that the geography presents. The commissioners expect Providers to be aware of the diversity of the geography in North Yorkshire and how this may affect the delivery of home-based support.

Community Based Support Services are an essential part of children's short breaks services and therefore a responsive services from Providers is essential to ensure that children are supported to access social and leisure opportunities in their community to support them to continue in the care of their family or carers that love and care for them.

2.0 SERVICE DESCRIPTION

2.1 Aims & Objectives

The overall aim of the Service is to ensure long term certainty and consistency of service, build capacity in the care market, ensure good quality recruitment, consistency of Provider personnel and punctuality of provision, which in turn will improve quality of, and satisfaction with, the Service from the Children and families point of view.

The aims and objectives of Community Based Support services are to:

- Provide a service to children which is reflective of how they want to live their life, with access to their interests, social activities events with their peers and have fun in inclusive or specialist activities.
- Provide parents with a short break from their caring role
- Provide Services that meet the needs of children with varied and different levels of need.
- Provide a care and support Service that meets the needs of the children, and fundamentally helps them to develop their skills to do as much as they can and want to for themselves.
- Be integrated into the community as much as possible, helping children to go into their local areas, or beyond, to do the activities they enjoy.
- Help children to build and maintain friendships and relationships where they want to, making sure that connections with friends and families are facilitated as much or as little as children want.
- Deliver Services in such a way that fosters positive and collaborative relationships with other statutory and voluntary services, and supports children to access other support, where appropriate.
- Ensure environments are well equipped and supportive for children with more complex needs, whilst ensuring the appropriate level of support to access the community wherever possible.
- Provide care that reflects safe, effective practice and maintains quality as a high priority
- Ensure the needs of carers are recognised.

Services supporting children with more complex needs may have difficulty in accessing mainstream community provision and a specialist provision may be required. Where possible in accordance with choice and availability, children should be supported to attend inclusive activities in their local area

2.2 Core services:

All Services shall meet the core expectations.

Providers may be approved to deliver more than one Service across more than one of the Service offers, defined in more detail below. Where this is the case, Providers must submit a cost for each Service.

2.3 Regular Day Care

2.3.1 Children eligible for regular day care are likely to be assessed as having high and/or complex needs with a requirement for targeted and/or 1:1 support for the majority of the time, which may include personal care needs.

2.3.2 It is recognised that children accessing this service may require from a specialist Provider throughout their childhood. The service should enable them to remain healthy, happy and stable, whilst working with realistic goals and achievable outcomes. The Service will support children to develop and maintain their current level of skills and independence whilst developing social friendships, peer group support and social networks as much as possible. The Service will promote and support a child's wellbeing with the view of sustaining choice, control, independence which support the Care plan developed by the Allocated worker.

2.3.3 Services must be therapy-led to meet the child's needs, including those related to continence, mobility and sensory needs. This may include access to multi-sensory activities, such as a sensory room, sensory garden, hydrotherapy pool, sensory swim sessions, soft play area sessions, or encompass music and art. Services must be able to demonstrate how they work collaboratively with Health colleagues in order to deliver therapy-led services.

2.3.4 Whilst it is recognised that these services may need to be delivered from a safe and accessible building-base, the Service will encourage children to experience a wide range of community-based opportunities based on the outcomes identified in the Child's Care plan. Where possible, people should be interested and engaged in purposeful activity. For some people this may include learning new skills and developing their social skills, daily living skills, confidence and self-esteem. Activities and support must be meaningful and stimulating activities and support the development and/or maintenance of an appropriate level of functioning and improve wellbeing and quality of life.

2.4 Holiday Day Care:

2.4.1 The same principles to Regular day care apply (for avoidance of doubt 2.3.1-2.3.4), but to be provided during the school holidays, normally for 10 to 14 weeks per year, but to be agreed in accordance with individual assessed needs and Individual Service Agreement.

2.5 Support to access Social and Leisure activities:

2.5.1 Children may require time limited support to identify and access an activity. This could be either through shared support to a group of people with common needs, outcomes and aspirations, or on a 1:1 basis. Where possible, services should be a steppingstone towards a more independent life in the community, enabling the development of skills and abilities and avoiding the creation of dependency and enabled children to access mainstream activities. This could involve initially supporting an inclusive activity to develop the skills and knowledge

to meet a child's individual needs. In these circumstances services will be expected to create a clear supported pathway that ultimately enables individuals to access and move into mainstream social, leisure, educational activities and other opportunities in the wider community, without formal support where possible more independently. Achieving this will need to be undertaken at a realistic and individualised pace for the child within an agreed timeframe which reflects their individual needs, aspirations, expectations as set out in their care plan. Support to access social and leisure activities can form part of an assessed need for regular and or holiday day care.

2.5.2 The Provider is expected to support the child via the least restrictive delivery model to best meet their identified outcomes.

2.5.3 Activities may also take place at a community building or site base, or through a combined approach. This may also include bespoke, interactive support delivered in a digital way. It is acknowledged that as part of a Person's progression pathway to more independent options, progression may first happen within the Service.

2.6 Social and Leisure activity provider:

2.6.1 This could be a mainstream inclusive or specialist social and leisure provider which could include, but not limited to:

- Before and after school clubs
- Social activity such as dance, drama, or football club
- Soft play activities
- Swimming
- Sensory services.

2.6.2 Services may be delivered from a safe and accessible building base, a hired community venue, or community base.

2.6.3 The children should be interested and engaged in a meaningful activity that is inclusive and fun.

2.6.4. The activity could include learning new skills and developing social skills confidence and peer friendships.

2.6.5 The provider is expected to support the child with the least restrictive

2.7 Core outcome:

2.7.1 In addition to the overarching Community Based Support core outcome areas, these Services will enable the achievement of additional and more progressive personal outcomes, which depending on the child may include, but are not limited to:

- Improved life skills, such as communication, teamwork, confidence, decision-making, self-esteem, resilience, self care, self advocacy, interpersonal skills, making and retaining friendships

- Improved independent living skills, such as money management, cooking, home management, ability to travel independently (through travel training)
- Improved digital/technology awareness and skills
- Improved knowledge and ability to maintain safety and healthy lifestyles
- Enabled to contribute to the local community
- Enabled to help shape and create own preferred opportunities
- Enabled to access community activities and facilities
- Achievement of qualifications

2.7.2 A Person's progress will be reviewed and the provider must provide progress reports for review meetings. Appropriate reduction or ending of support will be viewed as a positive result.

2.8 Service Level

2.8.1 The Council recognises that Community Based Support is required to meet the needs of children with varied and different levels of need, including those with mild and moderate needs, children with complex needs, behaviour that challenge, mobility needs and disabilities and sensory impairment (including acquired brain injury).

2.8.2 The Provider shall recognise that people's needs shall vary depending on individual persons' care dependencies and therefore the Service shall be responsive to a Person's diverse needs.

Children may require shared support with access to 1:1 for specific care and support needs, these are intermittent and not for the majority of time in service or receipt of support. Providers must specify as part of the application process whether they are able to respond to personal care needs and 1:1 support requirement when running group day care.

Children with high and/or complex care needs may require 1:1 support and/or personal care for the majority of time in a service or in receipt of support, including those with profound multiple disability and complex support needs this would be clear on their care plan and risk assessment. A child may require constant access to 1:1 or higher staffing ratios dependant on their needs, which could be:

- A learning disability; and/or
- Autism; or neurodiversity
- Who present behaviour of a nature or complexity and/or with a degree of associated concern, that requires more than primary preventative strategies
- Where the risk of harm is such that it requires an intensity of support

Provider's must specify as part of their application to the Approved Provider List at which service need level they operate, and where there are exclusion criteria by diagnosis or client group, to ensure that appropriate referrals are made to the service.

2.4 Delivery Models

Digital Support – Services and/or support provided via digital or virtual means, including but not limited to virtual programmes of activity made available via Zoom or other social platforms.

Shared Support in the Community – Support provided to a group of individuals with shared interests, outcomes and needs to participate in opportunities and activities available in their local community such as community groups, clubs and activities, by one support worker or Provider. Compatibility will need to be assessed by Care & Support Team.

1:1 Support in the Community – 1:1 support to an individual to participate in opportunities and activities available in their local community such as community groups, clubs and activities.

Building/Site Based Support - A Service provided from a base or location to meet the child's agreed outcomes. The Service may be offered from the physical base for the majority of the time, however there may be opportunities to support access to the wider community, with clear pathways into more independent delivery models, where possible. Children with lower level support needs may use the buildings as a base, however they may attend other community based activities. The offer to children with more complex needs and those with profound and multiple learning disability (PMLD) may be more likely to be focused within building bases which, due to the numbers of people attending, have staffing ratios that do not facilitate a greater community presence and participation for this group. Specialist building/site based support services must still be able to demonstrate how they are integrated into the local community through locally established relationships and networks. Mainstream inclusive activities must demonstrate how they can meet the child's individual needs.

Blended – A combination of the above delivery models, to be detailed as part of the application to the Approved Provider List.

2.5 Core Service standard

The Provider shall deliver the core elements of care as detailed below. The child's package may include all or some of these core elements. However, there is an expectation that the service will meet all of the core service standards.

Services commissioned via this service specification will provide a varied progressive and outcomes focussed offer depending on the Provider and the needs and aspirations of the child, to support and enable children:

- achieve their goals and aspirations;
- improve their wellbeing;
- develop independence and skills;
- take part in and make a positive contribution to their community;
- progress and move-on into more independent and less restrictive opportunities, wherever possible;

- gain access to meaningful support, social contact and stimulating activities.
- Make and maintain community networks

Wherever possible, services will support children to access the local community to achieve their agreed outcomes. This may be delivered on a shared or individual basis, depending on the child's assessed needs. Where this is not possible, services will be provided in a safe site-based environment.

Where necessary, activities will also provide a short break in a safe environment.

These opportunities **must** support individuals:

- to participate in their local and wider communities
- to engage in meaningful stimulating activities that support the development and/or maintenance of an appropriate level of functioning and improve quality of life.
- to gain lifelong independent living skills and life skills to lead independent and fulfilled lives
- to develop digital skills, wherever possible
- to be empowered and develop their confidence
- to engage in education and learning opportunities
- to participate in meaningful and satisfying socialisation interaction and development of social skills
- to take part in community-based recreation and leisure activities, such as community groups, clubs and activities
- to take part in activities that promote and improve good health and wellbeing and healthy lifestyles.
- to develop enhanced and effective locally based formal and informal personal support networks which facilitate and enable inclusion into their wider community.

Providers will be required to evidence:

- how they are integrated into the local community through locally established relationships and networks, and;
- progression pathways for children supported by the service, both within the Service or organisation, and within the wider community.

2.6.1 Personal Care

Personal Care that is provided outside of a Person's home or place where they are currently living, including in a Day Centre, is not within scope of registration with the Care Quality Commission. The service may need to be registered with Ofsted and will the provider will need to ensure they are registered with the relevant regulatory body.

Where personal care is delivered by a Service, the Provider is required to comply with Best Industry Practice, including the relevant NICE Guidelines and all standards set out in the Standards & Outcomes Framework.

Where personal care is delivered by the Service, the Provider shall attend to the physical needs of the child by helping, prompting or supervising with intimate physical care and treatment, sensitively, discreetly and in a way that maintains their dignity and privacy and in line with the child's care Plan, whilst encouraging the child to maintain, regain or develop their personal care skills.

2.6.2 Environment & Maintenance

Where the Service is being delivered from a building or site base, the Provider must ensure that the location and layout of the premises is suitable for its stated purpose. The premises should be fully accessible, safe, well-maintained, and meet children's individual and collective needs and be kept clean, hygienic and free from offensive odours throughout.

2.3.19 Equipment

The purpose of providing equipment is to increase or maintain functional independence and well-being of the child as part of a risk management process.

The Provider shall ensure that:-

- Equipment is used only for its intended purposes and in line with the individual care plan.
- Where hoists are used the appropriate number of Provider Personnel are available to provide support to the child, in line with the Occupational Therapists assessment.
- Any child using equipment to aid their mobility, e.g. a wheelchair, walking frame, is supported in its use and any adaptations are used correctly, i.e. footplates on wheelchairs.
- Where a child persists in refusing to use equipment appropriately, i.e. refusing to use the footplates on a wheelchair, this is communicated to allocated worker immediately so that safe practice may be agreed.
- Where a child's needs change, the Provider is required to refer back to the original prescriber for advice/reassessment.
- Instructions provided with any equipment should be followed, and staff appropriately trained to use the equipment.
- All equipment maintenance and inspection standards should be maintained.

Transport

Where the Provider is responsible for transport, the vehicles used must be appropriately maintained, insured and, where appropriate, drivers must be trained and have the required vehicle category on their driving licence. Transport provided must be safe and suitable in meeting a child's individual needs and sufficiently flexible in order to support a wide range of activities for people who use services. Risk assessments should be carried out where appropriate and children's individual care plans followed.

The Provider shall ensure that all vehicles are adequately insured for all liabilities and the appropriate documentation is valid. Where the child is being transported in a Provider Personnel member's car the Provider shall be satisfied that Provider Personnel motor insurance covers this.

The Provider shall ensure that all Provider Personnel driving for work purposes hold a valid driving licence for the vehicle being driven and observe relevant road and safety requirements.

The Provider shall retain copies of Provider Personnel driving licences and insurance details and shall ensure they are current.

The Provider shall ensure that where the Provider Personnel are involved in transporting the child, they are aware of the needs of the child and have received specific training in mobility and wheelchair clamping, where relevant. Dependant on age and size children to be transported using the correct car seat. [Child car seats: the law: Using a child car seat or booster seat - GOV.UK \(www.gov.uk\)](#)

Where transport is provided in addition to the services defined in the child's care plan, the Provider shall ensure that any additional charge for transport is detailed and agreed in advance.

Any drivers or escorts must have a current DBS check.

Eligibility for the Council's Integrated Passenger Transport (IPT) is assessed by the local authority. This assessment considers all alternative options to most appropriately meet the child's needs. The Local Authority will consider all transport options, including the child's access to mobility allowance.

2.5.5 Telephones

The Provider shall ensure there is a procedure for the use of mobile phones when supporting a child or young person. This needs to consider, but not limited to safeguarding procedures and the law in respect to using a phone when driving.

Positive Behaviour Support

Where required, the Provider should adopt a Positive Behavioural Support (PBS) approach to support people who are at risk of behaviour that challenges. The PBS approach has been recommended the NICE guidelines for Challenging Behaviour; Ensuring Quality Services; Positive and Proactive Care: Reducing the need for Restrictive Interventions; A Positive and Proactive Workforce; and Supporting Staff who work with People who Challenge Services. [Recommendations | Learning disabilities and behaviour that challenges: service design and delivery | Guidance | NICE](#)

3 GOVERNANCE

3.1 Assessment and Care Plans

Information in relation to the Council's eligibility and Assessment Process can be found on the North Yorkshire website [North Yorkshire Council Children and Young People's Service Short Breaks Statement | North Yorkshire Council](#)

3.2 Management and Provider Personnel

The Provider shall ensure that the management approach of the Service provides an open, transparent, positive and inclusive atmosphere. Management planning and practice shall aim to encourage innovation, creativity and development providing a clear sense of direction and leadership which Provider Personnel and People understand and are able to relate to the aims and purpose of the service ensuring the Service delivered is of a high quality.

The Provider shall have a strategic approach to workforce planning and development, with effective Personnel retention strategies and recruitment. This shall be evidenced in a Workforce Plan recording actions planned, achievements and details of the positive impact on the Service.

The Provider shall ensure that Personnel retention strategies include fair and comprehensive terms and conditions for Personnel in accordance with statutory compliance including, adherence to the payment of the National Living Wage/National Minimum Wage including paying for travel/non-contact time, Stakeholder Pensions, etc. In planning rotas and routes the Provider shall endeavour to reduce travel time and mileage, wherever possible, so that Personnel contact time is maximised.

Further standards relating to management and Provider Personnel and training and supervision that apply to this contract can be found in the Standards and Outcomes Framework.

4 CORE SERVICE STANDARDS

4.1 General Requirements for Providers

There is express obligation on Providers to deliver services commissioned via this service specification in accordance with the legislation, statutory guidance and Best Industry Practice outlined within this service specification and other statutory legislation as detailed in the Agreement and to have due regard to appropriate evidence-based Best Industry Practice including national guidelines published by National Institute for Health and Care Excellence (NICE).

The Provider is required to be registered with any appropriate bodies for the service they are providing.

Providers delivering education provision will also need to satisfy the legal requirements of registration and inspection associated with the Ofsted inspection framework, relevant to the setting.

The Provider will deliver services that meet the needs of people and are provided by competent Provider Personnel in a way that supports the safety and security of the Person using the Service. Each Provider must ensure that it has the ability to provide the necessary Services with sufficient number of trained and competent Provider Personnel necessary to provide care for people using the Service. The Provider must ensure that each person responsible for the delivery of care is fully

aware of the requirements of the agreement and be able to demonstrate a commitment to maintaining and delivering high quality Services for adults with a variety of needs and/or conditions and provide a Service where all aspects of a Person's assessed care are met.

Where possible Services must always be provided in a way that enables the person using the Service to maximise their independence, health and wellbeing and support their social, spiritual, emotional and healthcare needs.

The Provider is required to be registered with any appropriate bodies for the service they are providing. For regulated care activity, the Provider is required to be registered with the Care Quality Commission (CQC) and to maintain that registration throughout the Contract Period. All Providers must meet the Fundamental Standards. <https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers>

Providers may need to register with both CQC and or Ofsted

[Childminders and childcare providers: register with Ofsted - Guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted)

4.2 Behavioural Standards and Codes of Practice

The Provider and its Provider Personnel shall adhere to the relevant codes of conduct for their profession.

4.3 Information for People

The Provider must maintain up to date Service literature containing information which is relevant to the Service. The Provider shall ensure that all information relating to the Service is written in plain English and in line with the Accessible Information Standard, where relevant and is available in other formats or languages on request such as a child's guide, using widget technology or similar. The Service literature must be in a format appropriate to the Service and provide sufficient detail around the Service.

As a minimum, the child and their family or carer should be provided with information that includes the following within two weeks of the start of the service:

- Details of overall support and services provided as part of the commissioned Service;
- A copy of the Provider's Support Plan;
- Arrangements on how to contact the Provider, including out of hours, where appropriate, or in an emergency.

The Council is responsible for providing the person and their parent, carer, or guardian with all statutory information and information about the Council's services, including:

- When and how to ask for an assessment from North Yorkshire County Council
- Basic information on North Yorkshire County Council Services

4.4 The Child's Rights and Advocacy

Many individuals who use services may need help in being able to voice their thoughts or make decisions in their lives. In these cases, another individual may act as an advocate. This person may be a family member, friend or a paid advocate through the contracted advocacy service. The Provider shall work with the individual, the social worker, the family or carer and their advocate where appropriate in decision making and to ensure the child's voice is heard.

The Provider shall encourage and facilitate self-advocacy from children wherever possible including consultations with children and 'you said, we did'. This should be evidenced in the Provider Support Plan.

4.4 Mental Capacity and Cognition

Where appropriate the Provider shall work within the principles of the Mental Capacity Act (2005) (MCA) (as amended) and the corresponding Code of Practice to understand best practice and in particular best interests' decision making in regard to that legislation. The Provider will be expected to understand their responsibility under the Deprivation of Liberty (DoL) and MCA 2005.

The Provider shall ensure that Provider Personnel have undertaken appropriate training in relation to the Mental Capacity Act 2005 and understand the impact on daily living whilst working in line with the 5 principles of the Mental Capacity Act 2005 which are:-

- A Person must be assumed to have capacity unless it is established that they lack capacity.
- A Person is be deemed to be as able to make a decision unless all practicable steps to help them to do so have been taken without success.
- A Person is not to be treated as unable to make a decision merely because they make an unwise decision.
- An act done, or decision made, under this Act for or on behalf of a Person who lacks capacity must be done, or made in their best interest.
- Before the act is done, or the decision made, regard must be had to whether the purposes for which it is needed can be as effectively achieved in a way that is less restrictive of a Person's rights and freedom of action.

The Provider shall ensure that:-

- Policies and practices ensure that physical and/or verbal aggression by children is understood and dealt with appropriately, and that physical intervention is used only as a last resort, in accordance with Department of Health guidance and a policy is in place and appropriate training has been undertaken by Provider Personnel.

4.5 Infection Control

The Provider shall ensure that:-

- Infection control measures are adhered to in line with the Standards and Outcomes Framework
- Provider Personnel understand and practice measure to prevent spread of infection and communicable diseases and that robust systems are in place to control the spread of infection, in accordance with relevant legislation and published professional guidance.

4.6 Staffing ratios

Where a care plan identifies the need for more than one staff member to deliver specific aspect of care based on a risk assessment, and not on a standard policy this must be adhered to. E.g. a hoist may be used with one carer if this is assessed as being safe. Where a moving and handling, or positive behaviour plan identifies the need for a specific staffing ratio, this must be adhered to.

4.7 Maintain Records

Providers are required to maintain records with minimum information provided below:

- plan and prepare sessions with identified outcomes.
- plan and prepare sessions based on families and individual's needs in partnership with key staff.
- identify resources required.
- record families and individual's progress and outcomes achieved within each session in relation to the action plan which holds the key outcomes.
- record additional outcomes achieved.
- identify possible new areas for development.
- identify the family's and individual's skills and acknowledge preferred therapy methods;
- use information for future planning.

4.8 DBS

Service Providers and their staff will be subject to enhanced DBS (Disclosure and Barring Service) checks in line with Government legislation prior to undertaking any task in relation to this Service. All certificates must be renewed every three years at the Service Provider's cost.

4.9 Insurance

The Provider shall have in place and maintain the following insurance policies throughout the Term:

- employers liability insurance to cover liabilities under this Agreement for at least ten million pounds (£10,000,000) in respect of each and every claim,

act or occurrence or series of claims, acts or occurrences which complies with statutory requirements

- public liability insurance to cover liabilities under this Agreement for death, injury and/or third party damage for the sum of five million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements
- Where appropriate Professional Indemnity Insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum of two million pounds (£2,000,000).
- Vehicle Insurance Cover- the Provider and its Staff shall have in place motor vehicle insurance which complies with relevant legislation commensurate with the potential liabilities of the Provider relating to the operation of vehicles used for the transport of Children.

4.10 Mandatory policies

The Provider shall have the following policies in place throughout the Term of this Agreement and shall make a copy available to the Council upon request:

- Anti- Corruption Policy/Statement of Ethics (for the purposes of the Bribery Act 2010)
- Data Protection Policy
- Privacy Policy
- Corporate and Social Responsibility Policy
- Safeguarding Children Policy
- Incident Reporting Policy
- Managing Allegations Against Staff
- Use of Restraint Policy

The policies will have clear reference to The Children Acts as amended from time to time, The UN Convention on the Rights of the Child (Article 12); National Standards for The Provision of Children's Advocacy Services 2003.

4.11 Safeguarding

The Provider shall make the necessary arrangements to ensure compliance with all statutory requirements relevant to the duty to safeguard and promote the welfare of children in the delivery of the Services.

The Provider shall ensure that all Staff receive appropriate training in relation to safeguarding and that the multi-agency procedures, published by the North Yorkshire Safeguarding Partnerships, are understood and followed. The Provider shall participate in the Safeguarding process and use their best endeavours to ensure appropriate representation at safeguarding meetings, acknowledging that these meetings may be arranged with little notice. If the Provider cannot provide an appropriate representative for a Safeguarding meeting, the Council shall be notified as soon as possible.

All notifiable events that must be reported to the Care Quality Commission and/or Ofsted will be reported to the Council.

Any allegations against a staff member or volunteer who works with a child should be reported to the Local Authority Designated Officer (LADO) [NYSCP \(safeguardingchildren.co.uk\)](http://safeguardingchildren.co.uk)

5 ACCEPTANCE AND EXCLUSIONS

5.1 Service Eligibility

5.1 Service Eligibility

The Services covered under this Approved Provider List are available to people who ordinarily would be resident within the administrative area of North Yorkshire and who have assessed needs identified as being able to be met by the services definitions as defined in this Approved Provider List. The services shall be available to Children with disabilities.

5.2 Service Response Times & Availability

Referrals may be made to the Service by telephone or in writing.

The Provider shall provide the Services for the children named as set out on the Individual service agreement from the start date, until the Services are cancelled, suspended or varied in accordance with the Contract. For the avoidance of doubt, the Council does not guarantee any minimum volume of work under this Contract.

The Provider must ensure that they have the capacity and capability to deliver Services and must be able to demonstrate flexibility in deploying Provider Personnel in response to demand at all times.

The Provider must conduct regular reviews of Provider Personnel levels and resources especially at times of increased demand, including, but not limited to, summer pressures, Bank Holidays and school holiday periods ensuring the required Service capacity is provided.

The Provider must be in a position to accept new referrals a minimum between 9am -5pm 5 days a week.

5.3 Transition Pathway

Providers are required to deliver Services that compliment and support a child's transition to adulthood. For young people with special educational needs and disabilities, the transition can take longer and needs more preparation. Where the child has an Education Health and Care Plan and/or Personalised Learning Plan, this should be used to support the identification of ongoing person-centred outcomes to support the child's transition to adulthood. Where appropriate, this should contribute towards the Care Act Assessment and in the identification of the most appropriate service offer to meet the Person's identified outcomes. The

support from the Service should be person-centred, and should enable the Person to maintain and build on the outcomes they have already achieved in their preparation for adulthood.

5.4 Absences & Cancellation of Support

The Council defines planned and unplanned absences within the List Specific Terms of the Agreement and the associated payment terms in the event of a Person's absence from the Service.

The Council and the Provider must make it clear to the child and or their family / carer that wherever possible, they are required to give 24 hours notice if they will not be requiring a Service as detailed in their Individual Service Agreement and Provider's Support Plan.

In the event of an emergency, where it is not possible to give 24 hours notice, the Local Authority will not be charged. Examples of an emergency may include, but not be limited to, sudden illness, hospitalisation, or close family bereavement.

In the interest of safeguarding on the first day of any unplanned absence, Providers will be expected to make contact with the following people in the order below until you are able to establish the individual's reason for absence and that they are safe:

- next of kin, carer, parent, or guardian
- Allocated worker / social worker, duty worker / social worker, or emergency duty team out of hours.

Once the Provider has spoken to the child / parent / carer or the individual who understands the reason for the unplanned absence. You will be expected to:

- notify the allocated worker / social worker, or duty social worker (notification must be provided by email within one working day of non-attendance)

Providers will be expected to monitor non - attendance and report any trends and patterns to the relevant social work Team who will establish if it will turn into a planned absence.

In no event shall the Council be liable to the Provider for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

5.5 Hospitalisation

The Council defines absences in relation to hospitalisation within the List Specific Terms of the Agreement and the associated payment terms in the event of a Person's absence associated with hospitalisation from the Service.

5.6 Termination

The Council is entitled to terminate the Contract with immediate effect and recover from the Provider the amount of any loss resulting from such a termination, if

- Any of the persons employed by the Provider are convicted under the 1st Schedule of the Children and Young Persons Act 1933
- Any of the persons employed by the Provider are identified as posing a risk, or potential risk, to children;
- The Provider has offered any gift or consideration of any kind as an inducement or disincentive for doing anything improperly in respect of this Agreement or any subsequent or any other contract with the Council
- At any time during the Term the Provider is convicted of any offence referred to in Regulation 57 of the Public Contracts Regulations 2015 or if an event occurs which would have entitled the Council to treat the Provider as ineligible for selection under Regulation 58
- Is registered with the Care Quality Commission or Ofsted and receives an inadequate rating from the Care Quality Commission or Ofsted and/or is registered with any other regulator of competent jurisdiction in respect of the delivery of the Services and receives a rating or judgment that is equivalent to an inadequate rating from the CQC or has any such registration cancelled or withdrawn or otherwise gives the Council reasonable concerns about the Provider's ability to deliver the Services
- Fail to meet any of its obligations within the fundamental standards of the Care Quality Commission
- If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman (or other ombudsman of competent jurisdiction) because of the act or omission of the Provider;
- The provider takes any action which in the reasonable opinion of the Council has or may cause significant harm to the reputation of the Council, or in the reasonable opinion of the Council has or may cause significant harm to a Person, Child or Young Person

The Community Based Support Pathway sets out the expectation that support available outside of the Council's Approved Provider Lists will always be considered first when the Care & Support Team consider support options to enable children to access their community and achieve wellbeing, independence and skills. This will include, but not be limited to universal/mainstream community services, support from the Voluntary & Community Sector, Council's block contracted services, digital solutions and self advocacy. The pathway also sets out that where possible, it is expected that children will be supported to participate in opportunities and activities available in their local community such as community groups, clubs and activities, either through shared support to a group of people with common needs, outcomes and aspirations, or on a 1:1 basis.

Where necessary to meet the specific needs and outcomes of the child, activities may be site based in a structured environment. Where this is the case, people's Support Plans must identify how people will be supported to progress into more independent community-based support options.

6.0 INTERDEPENDENCIES WITH OTHER TEAMS/ORGANISATIONS

1 Other Providers

The Provider is likely to be providing Services to people who may be in receipt of a range of services and support, some of which may be commissioned from the Council's other Approved Provider Lists, as follows:

- Community Based Support
- Social and Leisure Clubs

There is therefore a requirement for Providers to work collaboratively and respectfully of other Providers. [Working together to safeguard children - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

7.0 QUALITY AND PERFORMANCE STANDARDS

The Council expects all Providers to strive for excellence. Providers are required to comply with the relevant regulation standards including Children Act 1989, Working together to safeguard children (2015 and 2023, (Regulated Activities) Regulations 2014, NICE guidance, other appropriate National and Local guidelines and relevant successor documents. The Specification could also be subject to changes in response to any future changes in Legislation or Government guidance.

Service Specification

Service	Home Based Support
Period	01/11/2024 – 31/10/2027
Review Date	1/11/2025

1.0 VISION AND CONTEXT

North Yorkshire Council is seeking to implement an Approved Provider List (APL) throughout the county to deliver short breaks services to children with disabilities.

The Council is seeking forward thinking Providers to work collaboratively to create good quality, strong and sustainable Services across North Yorkshire, which are responsive to the needs of each locality and the community within, enabling the council to deliver short breaks to children to enable them to remain in their own community. This includes working collaboratively with Commissioners, Primary and Community Health, Education, Social Workers and Parents / Carers.

It is crucial that children and young people are supported to stay in their local community to prevent unnecessary full-time care. The Safeguarding children with disabilities and complex health needs in residential settings phase 2 report highlighted the need for *'certainty of a range of provision from early intervention through to specialist residential care that will address the needs of children with disabilities and complex health needs in the right place at the right time.'* It identified the need for suitable, sufficient and sustainable support for children so *'parents can choose what is right for their child.'*

A lack of suitable and sustainable services place pressure on families and carers and a focus on preventative community based provision to prevent escalate in need.

One of the Council's key strategic intentions is to support children to live in their own home and community with access to services that can meet their individual need.

The strategic vision of supporting people to live well and independently in their own community will also increase the need for home based support. This is reinforced by the **Send review: Right support, right place, right time** so children can be supported to reach their full potential and lead happy and healthy lives without a delay to access services to meet their individual needs.

It is important that Providers are aware of the geography of North Yorkshire and the challenges and opportunities that the geography presents. The commissioners expect Providers to be aware of the diversity of the geography in North Yorkshire and how this may affect the delivery of home-based support.

Home Based Support Services are an essential part of children's short breaks services and therefore a responsive services from Providers is essential to ensure that children are supported to live in their own home and community with their family or carers that love and care for them

2.0 SERVICE DESCRIPTION

2.1 Service Aims and Objectives

The overall aim of the Service is to ensure long term certainty and consistency of service, build capacity in the care market, ensure good quality recruitment, consistency of Provider personnel and punctuality of provision, which in turn will improve quality of, and satisfaction with, the Service from the Children and families point of view.

The aims and objectives of home Based Support services are to:

- Provide a service to children which is reflective of how they want to live their life, with access to their interests, social activities events with their peers and have fun in inclusive or specialist activities.
- Provide parents with a short break from their caring role
- Provide Services that meet the needs of children with varied and different levels of need.
- Provide a care and support Service that meets the needs of the children, and fundamentally helps them to develop their skills to do as much as they can and want to for themselves.
- Be integrated into the community as much as possible, helping children to go into their local areas, or beyond, to do the activities they enjoy.
- Deliver Services in such a way that fosters positive and collaborative relationships with other statutory and voluntary services, and supports children to access other support, where appropriate.
- Ensure environments are well equipped and supportive for children with more complex needs, whilst ensuring the appropriate level of support to access the community wherever possible.
- Provide care that reflects safe, effective practice and maintains quality as a high priority
- Ensure the needs of carers are recognised.

2.3 Core Services

The Provider ensures that all Provider Personnel work in an enabling way that allows children to increase or maintain their level of independence and develop self-caring.

The Council recognises that the care market and the care sector as a whole shall see significant change over the lifetime of the Approved Provider List due to the impact of workforce pressures, the introduction of new technology and the increased expectations of people receiving care. Within the bounds of the approved provider list, the delivery of services will need to be flexible over time and the Council will work with Providers to move service delivery towards more Personalised and integrated care models. This may include existing models, but also emerging methods of care planning, delivery and payment linked to individual or community scale outcomes.

The Approved Provider List seeks to involve Providers as key strategic partners and Providers shall be expected to engage with the Council on a wide range of issues

within the geographic boundaries of the approved provider list. This will include but is not limited to the development of new models of care, involvement in Multi-Disciplinary Teams (MDTs) alongside other Health and Education partners and trialling new uses of technology.

On being appointed to the Approved Provider List, the Provider shall be expected to promote staff retention, provide a good quality Service and be a Provider that people aspire to work for.

The Provider will actively support and promote delivery of the Council's core offer. The Provider will work as a key strategic partner with the Council including, where appropriate, supporting multi-disciplinary team approaches.

The Council has developed this Service Specification which covers task based home based support and the standards required. However, it is anticipated that over the term of the Approved Provider List there will be outcome-based support and delivery of services.

The Provider will work closely with children and their parent / carers to meet their assessed care and support needs but will do so within the context of the child's individual care plan.

2.4 Service Definitions

In line with the requirements of this service specification, the Provider shall deliver the core elements of care. The child or young person's package may include all or some of these core elements. However, there is an expectation that the service will meet all the needs identified in the core service.

The Home Based Support Approved Provider List covers a range of activities, which may be put in place to support a child or young person in their own home. This may include the following core elements of care:

- Personal Care
- Practical Support
- Sitting Services
- Overnight care

There are a range of tasks which may fall within these Services, which may include but not be limited to:

Personal Care (as defined in the Care Act)

physical assistance, prompting or supervision of a person in connection with—

- eating or drinking (including the administration of parenteral nutrition),
- Toileting (including in relation to the process of menstruation),
- washing or bathing,
- dressing,
- medication management and administration;
- oral care, or
- the care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist);

Practical Support

- meal preparation or support to prepare meals
- Essential house tasks
- Support to attend medical appointments
- Support to access outdoors/in the community for social and leisure purposes
- Escort to social activities within their community
- Emotional support to increase confidence/reduce anxiety
- Encourage adherence to any health directed care needs inline with individual care plan.
- Encourage healthier lifestyle choices
- Support with indoor social and leisure activities including hobbies and interests.

Sitting Services

The sitter may provide companionship, personal care and practical support. This can include accompanying them on leisure activities, such as trips to the cinema, park, social club, the library or going for a walk.

Overnight support

Care in the child's home overnight to provide support, which may include Personal Care or Practical Support tasks. The care worker shall be available to help night, as necessary, this could be a waking night or sleeping duty. The care will be detailed in the child's individual care plan.

Levels of need

Children who use services will have a diverse range of needs including those with mild and moderate needs, people with intensive/enhanced needs, behaviour that challenges, neurodiversity, mobility needs and disabilities and sensory impairment (including acquired brain injury).

The Provider shall recognise that children's needs shall vary and therefore the service shall be responsive to a child or young person's diverse needs.

2.5 Core Elements Of Care

The Provider shall deliver the core elements of care. The child's package may include all or some of these core elements. However, there is an expectation that the Service will meet all the needs identified as defined within the child's care plan and within the Individual Service Contracts.

2.5.1 Personal Care

The Provider shall attend to the personal care needs of children using services, in accordance with the Service Definitions, legislation and guidance. Personal care shall be delivered sensitively, discretely and in a way that maintains their dignity and privacy and in line with the child's care plan.

2.5.2 Community Support Services

The Provider shall enable the child to access their local community and be supported to maintain a relationship with community-based activities. These

Services could include assisting, advising, supporting, accompanying and encouraging a Person with access to:

- Community activities (such as libraries, parks, social clubs, places of worship)
- Social networks, maintain relationships including family.
- Enabling opportunities to education.

2.5.3 Domestic Services

The Provider may be required to support with domestic services, which would be included within the definition of Practical Support.

Where required to do so, the Provider shall ensure that the child's clothing, bedding, etc. is kept clean. Washing techniques shall be appropriate to the clothing material and washing instructions and laundry shall be undertaken in the Person's home, unless agreed in advance with the Care & Support Team.

2.5.4.Transport

Where the Provider is responsible for transport, the vehicles used must be appropriately maintained, insured and, where appropriate, drivers must be trained and have the required vehicle category on their driving licence. Transport provided must be safe and suitable in meeting a child's individual needs and sufficiently flexible in order to support a wide range of activities for people who use services. Risk assessments should be carried out where appropriate and children's individual care plans followed.

The Provider shall ensure that all vehicles are adequately insured for all liabilities and the appropriate documentation is valid. Where the Child is being transported in a Provider Personnel member's car the Provider shall be satisfied that Provider Personnel motor insurance covers this.

The Provider shall ensure that all Provider Personnel driving for work purposes hold a valid driving licence for the vehicle being driven and observe relevant road and safety requirements.

The Provider shall retain copies of Provider Personnel driving licences and insurance details and shall ensure they are current.

The Provider shall ensure that where the Provider Personnel are involved in transporting the child, they are aware of the needs of the child and have received specific training in mobility and wheelchair clamping, where relevant. Dependant on age and size children to be transported using the correct car seat. [Child car seats: the law: Using a child car seat or booster seat - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Where transport is provided in addition to the services defined in the child's care plan, the Provider shall ensure that any additional charge for transport is detailed and agreed in advance.

Any drivers or escorts must have a current DBS check.

Eligibility for the Council's Integrated Passenger Transport (IPT) is assessed by the local authority. This assessment considers all alternative options to most appropriately meet the child's needs. The Local Authority will consider all transport options, including the child's access to mobility allowance.

2.5.5 Telephones

The Provider shall ensure there is a procedure for the use of mobile phones when supporting a child or young person. This needs to consider, but not limited to safeguarding procedures and the law in respect to using a phone when driving.

2.5.6 Equipment

The purpose of providing equipment is to increase or maintain functional independence and well-being of the child as part of a risk management process.

The Provider shall ensure that:-

- Equipment is used only for its intended purposes and in line with the assessment/ Care Plan.
- Where hoists are used the appropriate number of Provider Personnel are available to provide support to the Child, in line with the Occupational Therapists assessment.
- Any child using equipment to aid their mobility, e.g. a wheelchair, walking frame, is supported in its use and any adaptations are used correctly, i.e. footplates on wheelchairs.
- Where a Person persists in refusing to use equipment appropriately, i.e. refusing to use the footplates on a wheelchair, this is communicated to the Social Worker and parent / Carers immediately so that safe practice may be agreed.
- Where a child's needs change, the Provider is required to refer back to the original prescriber for advice/reassessment.
- Instructions provided with any equipment should be followed, and staff appropriately trained to use the equipment.
- All equipment maintenance and inspection standards should be maintained.
- Provider Personnel are provided with sufficient supplies of the necessary equipment, to undertake the Service, for example residual current device (RCD Adaptor), etc.

2.5.7 Positive Behaviour Support

Where required, the Provider should adopt a Positive Behavioural Support (PBS) approach to support people who are at risk of behaviour that challenges. The PBS approach has been recommended the NICE guidelines for Challenging Behaviour; Ensuring Quality Services; Positive and Proactive Care: Reducing the need for Restrictive Interventions; A Positive and Proactive Workforce; and Supporting Staff who work with People who Challenge Services. [Recommendations | Learning disabilities and behaviour that challenges: service design and delivery | Guidance | NICE](#)

3.0 Governance

3.1 Assessment and Care Plans

Information in relation to the Council's eligibility and Assessment Process can be found on the North Yorkshire website [North Yorkshire Council Children and Young People's Service Short Breaks Statement | North Yorkshire Council](#)

3.2 Management & Provider Personnel

The Provider shall ensure that the management approach of the Service provides an open, transparent, positive and inclusive atmosphere. Management planning and practice shall aim to encourage innovation, creativity and development providing a clear sense of direction and leadership which Provider Personnel and People understand and are able to relate to the aims and purpose of the service ensuring the Service delivered is of a high quality.

The Provider shall have a strategic approach to workforce planning and development, with effective Personnel retention strategies and recruitment. This shall be evidenced in a Workforce Plan recording actions planned, achievements and details of the positive impact on the Service.

The Provider shall ensure that Personnel retention strategies include fair and comprehensive terms and conditions for Personnel in accordance with statutory compliance including, adherence to the payment of the National Living Wage/National Minimum Wage including paying for travel/non-contact time, Stakeholder Pensions, etc. In planning rotas and routes the Provider shall endeavour to reduce travel time and mileage, wherever possible, so that Personnel contact time is maximised.

Further standards relating to management and Provider Personnel and training and supervision that apply to this contract can be found in the Standards and Outcomes Framework.

4.0 Core Service Standards

4.1 General Requirements of Providers

The Provider is required to be registered with any appropriate bodies for the service they are providing. For regulated care activity, the Provider is required to be registered with the Care Quality Commission (CQC) and to maintain that registration throughout the Contract Period. All Providers must meet the Fundamental Standards. <https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulations-service-providers-managers>

The Provider is required to deliver their service to the standards outlined in the Standards and Outcomes framework for this contract.

There is an express obligation on Provider to deliver services in accordance with legislation, statutory guidance and Best Industry Practice as detailed in the Agreement of each Individual Service Agreement.

The Provider is required to meet the terms of the Agreement and shall have due regard to appropriate evidence-based Best Industry Practice including national guidelines published by National Institute for Health and Care Excellence (NICE).

The Council recommends that all Providers delivering support in Home Based Support sign up to the [Public Health England 'Health Charter for Social Care Providers'](#) which includes commitment to ensuring People with Learning Disabilities are pro-actively offered support towards an Annual Health Check.

The Provider will deliver Services that meet the needs of children and are provided by competent Provider Personnel in a way that supports the safety and security of the child using the Service. Each Provider must ensure that it has the ability to provide the necessary Services with sufficient number of trained and competent Provider Personnel necessary to provide care for children using the Service. The Provider must ensure that each person responsible for the delivery of care is fully aware of the requirements of the Agreement and be able to demonstrate a commitment to maintaining and delivering high quality Services for children and young people with a variety of needs and/or conditions and provide a Service where all aspects of a child's assessed care are met.

The Provider will provide Services that meet the needs of the child, are responsive, reliable, maintain dignity and respect at all times and are provided by competent Provider Personnel in a way that supports the safety and security of the Person using the Service.

The Provider shall have regard to and ensure their Services comply with the Children Act 1989.

4.2 Behavioural Standards and Codes of Practice

The Provider and its Provider Personnel shall adhere to the relevant codes of conduct for their profession.

4.3 Information for People

The Provider must maintain up to date Service literature containing information which is relevant to the Service. The Provider shall ensure that all information relating to the Service is written in plain English and in line with the Accessible Information Standard, where relevant and is available in other formats or languages on request such as a child's guide, using widget technology or similar. The Service literature must be in a format appropriate to the Service and provide sufficient detail around the Service.

As a minimum, the child and their family or carer should be provided with information that includes the following within two weeks of the start of the service:

- Details of overall support and services provided as part of the commissioned Service.
- A copy of the Provider's Support Plan;
- Arrangements on how the Person can contact the Provider, including out of hours, where appropriate, or in an emergency.

The Council is responsible for providing the Person with all statutory information and information about the Council's services, including:

- When and how to ask for an assessment from North Yorkshire County Council
- Basic information on North Yorkshire County Council Services
- Basic information on the advocacy service and when and how to use it.

4.4 The Child's Rights and Advocacy

Many individuals who use services may need help in being able to voice their thoughts or make decisions in their lives. In these cases, another individual may act as an advocate. This person may be a family member, friend or a paid advocate through the contracted advocacy service. The Provider shall work with the individual, the social worker, the family or carer and their advocate where appropriate in decision making and to ensure the child's voice is heard.

The Provider shall encourage and facilitate self-advocacy from children wherever possible including consultations with children and 'you said, we did'. This should be evidenced in the Provider Support Plan.

4.5 Mental Capacity and Cognition

Where appropriate the Provider shall work within the principles of the Mental Capacity Act (2005) (MCA) (as amended) and the corresponding Code of Practice to understand best practice and in particular best interests' decision making in regard to that legislation. The Provider will be expected to understand their responsibility under the Deprivation of Liberty Orders (DoL) and addendum to MCA 2005.

The Provider shall ensure that Provider Personnel have undertaken appropriate training in relation to the Mental Capacity Act 2005 and understand the impact on daily living whilst working in line with the 5 principles of the Mental Capacity Act 2005 which are:-

- A Person must be assumed to have capacity unless it is established that they lack capacity.
- A Person is be deemed to be as able to make a decision unless all practicable steps to help them to do so have been taken without success.
- A Person is not to be treated as unable to make a decision merely because they make an unwise decision.
- An act done, or decision made, under this Act for or on behalf of a Person who lacks capacity must be done, or made in their best interest.
- Before the act is done, or the decision made, regard must be had to whether the purposes for which it is needed can be as effectively achieved in a way that is less restrictive of a Person's rights and freedom of action.

The Provider shall ensure that:-

- Policies and practices ensure that physical and/or verbal aggression by children is understood and dealt with appropriately, and that physical intervention is used only as a last resort, in accordance with Department of Health guidance and a policy is in place and appropriate training has been undertaken by Provider Personnel.

4.6 Infection Control

The Provider shall ensure that:-

- Infection control measures are adhered to in line with the Standards and Outcomes Framework
- Provider Personnel understand and practice measure to prevent spread of infection and communicable diseases and that robust systems are in place to control the spread of infection, in accordance with relevant legislation and published professional guidance.

4.7 Staffing ratios

Where a care plan identifies the need for more than one staff member to deliver specific aspect of care based on a risk assessment, and not on a standard policy this must be adhered to. E.g. a hoist may be used with one carer if this is assessed as being safe. Where a moving and handling, or positive behaviour plan identifies the need for a specific staffing ratio, this must be adhered to.

4.8 Maintain Records

Providers are required to maintain records with minimum information provided below:

- plan and prepare sessions with identified outcomes.
- plan and prepare sessions based on families and individual's needs in partnership with key staff.
- identify resources required.
- record families and individual's progress and outcomes achieved within each session in relation to the action plan which holds the key outcomes.
- record additional outcomes achieved.
- identify possible new areas for development.
- identify the family's and individual's skills and acknowledge preferred therapy methods;
- use information for future planning.

4.9 DBS

Service Providers and their staff will be subject to enhanced DBS (Disclosure and Barring Service) checks in line with Government legislation prior to undertaking any task in relation to this Service. All certificates must be renewed every three years at the Service Provider's cost.

4.10 Insurance

The Provider shall have in place and maintain the following insurance policies throughout the Term:

- employers' liability insurance to cover liabilities under this Agreement for at least ten million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements
- public liability insurance to cover liabilities under this Agreement for death, injury and/or third-party damage for the sum of five million pounds (£10,000,000) in respect of each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements
- Where appropriate Professional Indemnity Insurance which is sufficient to cover its liabilities under this Agreement but which in any event is a minimum sum of two million pounds (£2,000,000).
- Vehicle Insurance Cover- the Provider and its Staff shall have in place motor vehicle insurance which complies with relevant legislation commensurate with the potential liabilities of the Provider relating to the operation of vehicles used for the transport of Children.

4.11 Mandatory policies

The Provider shall have the following policies in place throughout the Term of this Agreement and shall make a copy available to the Council upon request:

- Anti- Corruption Policy/Statement of Ethics (for the purposes of the Bribery Act 2010)
- Data Protection Policy
- Privacy Policy
- Corporate and Social Responsibility Policy
- Safeguarding Children Policy
- Incident Reporting Policy
- Managing Allegations Against Staff
- Use of Restraint Policy

The policies will have clear reference to The Children Acts as amended from time to time, The UN Convention on the Rights of the Child (Article 12); National Standards for The Provision of Children's Advocacy Services 2003.

4.12 Safeguarding

The Provider shall make the necessary arrangements to ensure compliance with all statutory requirements relevant to the duty to safeguard and promote the welfare of children in the delivery of the Services.

The Provider shall ensure that all Staff receive appropriate training in relation to Safeguarding and that the multi-agency procedures, published by the North Yorkshire Safeguarding Partnerships, are understood and followed. The Provider shall participate in the Safeguarding process and use their best endeavours to ensure appropriate representation at Safeguarding meetings, acknowledging that these meetings may be arranged with little notice. If the Provider cannot provide an appropriate representative for a Safeguarding meeting, the Council shall be notified as soon as possible.

All notifiable events that must be reported to the Care Quality Commission and/or Ofsted will be reported to the Council.

Any allegations against a staff member or volunteer who works with a child should be reported to the Local Authority Designated Officer (LADO) [NYS CP \(safeguardingchildren.co.uk\)](http://www.nyscp.org.uk)

5.0 ACCEPTANCE AND EXCLUSIONS

5.1 Service Eligibility

The Services covered under this Approved Provider List are available to people who ordinarily would be resident within the administrative area of North Yorkshire and who have assessed needs identified as being able to be met by the services definitions as defined in this Approved Provider List. The services shall be available to Children with disabilities.

5.2 Service Response Times & Availability

Referrals may be made to the Service by telephone or in writing.

The Provider shall provide the Services for the children named as set out on the Individual service agreement from the start date, until the Services are cancelled, suspended or varied in accordance with the Contract. For the avoidance of doubt, the Council does not guarantee any minimum volume of work under this Contract.

The Provider must ensure that they have the capacity and capability to deliver services. The Provider must be able to demonstrate flexibility in deploying Provider Personnel in response to demand at all times.

The Provider must conduct regular reviews of Provider Personnel levels and resources especially at times of increased demand, including, but not limited to, summer, Bank Holidays and school holiday periods ensuring the required Service capacity is provided.

The Provider must be in a position to accept new referrals between 9am -5pm 5 days a week.

5.3 Transition Pathway

Providers are required to deliver Services that compliment and support a child's transition to adulthood. For young people with special educational needs and disabilities, the transition can take longer and needs more preparation. Where the child has an Education Health and Care Plan and/or Personalised Learning Plan, this should be used to support the identification of ongoing person-centred outcomes to support the child's transition to adulthood. Where appropriate, this should contribute towards the Care Act Assessment and in the identification of the most appropriate service offer to meet the Person's identified outcomes. The support from the Service should be person-centred, and should enable the Person to maintain and build on the outcomes they have already achieved in their preparation for adulthood.

5.4 Absences & Cancellation of Support

The Council defines planned and unplanned absences within the List Specific Terms of the Agreement and the associated payment terms in the event of a Person's absence from the Service.

The Council and the Provider must make it clear to the child and or their family / carer that wherever possible, they are required to give 24 hours notice if they will not be requiring a Service as detailed in their Individual Service Agreement and Provider's Support Plan.

In the event of an emergency, where it is not possible to give 24 hours notice, the Local Authority will not be charged. Examples of an emergency may include, but not be limited to, sudden illness, hospitalisation, or close family bereavement.

In the interest of safeguarding on the first day of any unplanned absence, Providers will be expected to make contact with the following people in the order below until you are able to establish the individual's reason for absence and that they are safe:

- next of kin, parent, carer or guardian
- Allocated worker / social worker, duty worker social worker, or emergency duty team out of hours.

Once the Provider has spoken to the child / parent / carer or the individual who understands the reason for the unplanned absence. You will be expected to:

- notify the allocated social worker, or duty social worker (notification must be provided by email within one working day of non-attendance)

Providers will be expected to monitor non - attendance and report any trends and patterns to the relevant social work Team who will establish if it will turn into a planned absence.

In no event shall the Council be liable to the Provider for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

5.5 Hospitalisation

The Council defines absences in relation to hospitalisation within the List Specific Terms of the Agreement and the associated payment terms in the event of a Person's absence associated with hospitalisation from the Service.

5.6 Termination

The Council is entitled to terminate the Contract with immediate effect and recover from the Provider the amount of any loss resulting from such a termination, if

- Any of the persons employed by the Provider are convicted under the 1st Schedule of the Children and Young Persons Act 1933
- Any of the persons employed by the Provider are identified as posing a risk, or potential risk, to children;
- The Provider has offered any gift or consideration of any kind as an inducement or disincentive for doing anything improperly in respect of this Agreement or any subsequent or any other contract with the Council
- At any time during the Term the Provider is convicted of any offence referred to in Regulation 57 of the Public Contracts Regulations 2015 or if an event occurs which would have entitled the Council to treat the Provider as ineligible for selection under Regulation 58
- Is registered with the Care Quality Commission or Ofsted and receives an inadequate rating from the Care Quality Commission or Ofsted and/or is registered with any other regulator of competent jurisdiction in respect of the delivery of the Services and receives a rating or judgment that is equivalent to an inadequate rating from the CQC or has any such registration cancelled or withdrawn or otherwise gives the Council reasonable concerns about the Provider's ability to deliver the Services
- Fail to meet any of its obligations within the fundamental standards of the Care Quality Commission;
- If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman (or other ombudsman of competent jurisdiction) because of the act or omission of the Provider;
- The provider takes any action which in the reasonable opinion of the Council has or may cause significant harm to the reputation of the Council, or in the reasonable opinion of the Council has or may cause significant harm to a Person, Child or Young Person

6.0 INTERDEPENDENCIES WITH OTHER TEAMS/ORGANISATIONS

6.1 Other Providers

The Provider is likely to be providing Services to people who may be in receipt of a range of services and support, some of which may be commissioned from the Council's other Approved Provider Lists, as follows:

- Community Based Support
- Social and Leisure Clubs

There is therefore a requirement for Providers to work collaboratively and respectfully of other Providers. [Working together to safeguard children - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

7.0 QUALITY AND PERFORMANCE STANDARDS

The Council expects all Providers to strive for excellence. Providers are required to comply with the relevant regulation standards including but not limited to Children Act 1989, Working together to safeguard children (2015 and 2023, (Regulated Activities) Regulations 2014, NICE guidance, other appropriate National and Local guidelines and relevant successor documents. The Specification could also be subject to changes in response to any future changes in Legislation or Government guidance.



NORTH YORKSHIRE COUNCIL

Children and young people's service

Process for Suspension of Commissioned Services including Services provided by North Yorkshire Council

The purpose of this document is to make the process for a suspension of a service open and transparent to North Yorkshire Council Children and young people's service (CYPS) staff, Providers and partners.

Background

1. CYPS maintains a number of Approved Providers Lists. These cover home based support, community-based support and overnight support. To be included on one or more of these lists the Provider must submit an application via the procurement portal, with supporting documentation, and an evaluation process is completed.
2. Most of the time there are no issues regarding the quality of services being delivered. However, in some instances it may be necessary to take action where the quality of service being delivered falls short of the expected standard. This action may include suspending a Provider from an Approved Providers List or Framework Agreement or suspending access to a service commissioned via a Block Contract. The same process is used when monitoring the standard of services directly provided by the Council to ensure fair treatment and a standardised approach across all services is evidenced.
3. Suspension of a service is seen by CYPS as a last resort and even when a suspension is implemented, apart from the most serious circumstances, the intention would be to support the Provider to improve via quality pathway interventions. When the suspension is approved timescales will be agreed for the suspension to be reviewed, with a view to removal. An Improvement Plan detailing the improvements to be made and timescales for completion will be agreed. The Improvement Plan will also record actions taken and support provided. At each review of suspension the Improvement Plan will be considered together with any other evidence of improvements made and sustained. This will determine whether the provider can continue to work towards the next agreed timescale for review, whether an extension to the timescales is required or whether insufficient progress has been made.
4. There is, in many cases, a link to a lack of financial sustainability and quality of care. Where the authority believes there is a significant risk to a provider's financial viability and where they consider it would be in the best interest of the person, the authority should consider what assistance may be provided or brokered to help the provider return to viability and consider what actions might be needed were that provider to fail. The Council's Sustainability Framework outlines the responsibility of all local authorities to work with providers to ensure that they offer the most diverse range of high quality and appropriate services possible, which are financially viable.

Grounds for Suspension

5. The Council will consider suspension if there are significant or persistent grounds for concern which prejudice the effective operation of the service or are so serious as to prejudice the Provider's future viability to deliver the service. This will include:
 - Providers for whom CQC has raised verifiable concerns about compliance with the Fundamental Standards.
 - CQC rating of inadequate
 - Providers for whom Ofsted have raised concerns about compliance with the framework standards.
 - Ofsted rating of requires improvement or inadequate.
 - Providers where a number of complaints have been received, investigated and upheld by the Provider or CYPS.
 - Providers where a number of Safeguarding concerns (or a significant a Children's safeguarding issue) have been raised. It is acknowledged that the number of issues raised, particularly where they have originated from the Provider themselves, is not in itself a reason for suspension. In fact, a large number of concerns from the Provider may be a positive response on their part showing awareness of Safeguarding issues. Also, in cases where remedial action has been taken by the Provider to reduce/remove risk this will be taken into account*.
 - Concerns identified during any quality assurance and improvement process such as; Provider risk meetings, Quality & Market Support Meetings, quality pathway interventions, financial irregularities, lack of insurance, etc. which has been captured in the Provider Risk Profile process. This includes concerns raised by partners.
 - Contract compliance issues, which are serious and recurring
 - Information obtained from Improvement Visits, Quality Visits and Validation Visits
 - A suspension is implemented by a provider's Outside Authority
 - Or a combination of any of the above

*In these instances consideration will be given to the circumstances leading to complaints or Safeguarding investigations to ensure this is not related to changes in reporting practices within the Provider organisation or other reasonable explanation.

6. A suspension could also be applied to a Provider with whom CYPS are not currently working, i.e. no current placements, but where they have been included onto an Approved Provider List or Framework Agreement or where there are significant or persistent concerns in a service where services are used purchasing a Direct Payment of through a person's own funds.
7. Where a suspension is initiated to a provider outside of North Yorkshire boundaries who delivers services to people in North Yorkshire the Council will apply a suspension. The Council will not lift its suspension whilst a suspension is in place by the Outside Authority or Integrated Care Board (ICB). This may also apply to services where the Council does not commission from a provider in North Yorkshire and is acting on behalf of another commissioner.
8. If the CQC issues either a Notice of Proposal (NoP) or a Notice of Decision (NoD) to remove a Providers registration, or limits the provision of service, the Council will automatically suspend the Provider, if they are not already suspended. The suspension will usually remain in place for the duration of any Notice of Proposal or Notice of Decision issued by the CQC. On occasion CYPS may make take the decision to lift a suspension

whilst a Provider is still subject to a NoP or NoD. Prior to this decision being taken the CQC will be contacted and their views obtained on the proposed course of action. Any formal objection raised by the CQC to this course of action will be communicated to Quality & Service Continuity Team by CQC within 5 working days of the original contact. The Council will review their decision within 5 working days based on any objections raised by the CQC; however, the decision to lift the suspension rests with the Council.

9. If Ofsted issue powers of enforcement, including but not limited to imposing conditions or variation to registration, suspending registration, cancelling registration, or raising requirements, the council may suspend the provider if they are not already suspended. The suspension will usually remain in place for the duration of any enforcement, conditions or variations. On occasions CYPS may take the decision to lift or defer a suspension whilst a provider is still subject to ofsted enforcements, prior to this decision ofsted will be contacted and their views obtained.

Suspension Process

10. If it is felt necessary to suspend a Provider, either as an initial step to ensure the safety of People or following lack of progress in achieving targets agreed in the action plan and support from the Quality & Service Continuity Team (QSC) through the quality pathway interventions, the Short Breaks Commissioning Group will submit a request to the contracts Board for the recommendation to be considered. The contracts board meets on a four weekly basis, if an urgent decision is needed outside the contracts board, the Head of Service and Assistant Director can make an interim decision to suspend.
11. Other attendees who may be involved in the discussions are:
 - Assistant Director
 - Head of Service
 - other commissioners

The Suspension Recommendation Report will take into account the views of relevant staff within CYPS and partners, as appropriate. A collective view report will be produced detailing concerns, actions taken, admissions to date, opposing views of professionals involved. Where a Provider has more than one service in operation, consideration may be given to the same concerns applying to other services and whether these services should also be suspended.

12. The recommendation of the contracts Board will be recorded on the Suspension Recommendation Report and shared with the Contract Manager.
13. The Board decision will be progressed by the Contract Manager, who will carry out any contractual activity linked to the decision.
14. Health Commissioners may also make the independent decision to suspend placements outside of any decision made by the Review Board.
15. The Contract Manager shall notify the Provider in writing, and clear timescales for reviewing the suspension will be specified. The letter of suspension shall also include the internet link to the suspensions process (this process) and details the Provider's right to appeal.
16. Any decision to suspend a Provider will be communicated to the Manager of the service (including Registered Managers), the Nominated/ Responsible Individual and to the most senior person or group of people within the organisation, which may include the CEO,

Board of Directors or Board of Trustees. This will be determined by the type of organisation that has been suspended.

17. The decision to suspend will also be communicated to people using the service, by the Provider in the first instance, who will evidence that this has been undertaken. Where this is not progressed in a timely manner the Local Authority will undertake this.
18. The decision to suspend will be shared, by the Contract Manager, with all local authorities in the Yorkshire and Humber and North East regions.
19. The decision to suspend placements is not based solely on the rating given to a service by the CQC or ofsted unless the service has been rated Inadequate. A service may be deemed to be meeting the standards set by the CQC or Ofsted, however, CYPS may feel that the risks to the service warrant a suspension of placements/packages.
20. Also, when the decision is taken to implement a suspension consideration will be given as to whether the Provider should enter the Organisational Safeguarding process, if this is not already in place. The Organisational Safeguarding process may run in parallel to the Suspension Process but is a separate process.
21. If a suspended service or Provider is a known sub-contractor for e.g. a Framework Provider, the Provider will be notified of the suspension by the Contract Manager. The Provider will cease offering the suspended provider new packages of care and inform the Contract Manager when this has been done.
22. The Contract Manager may consult with the Council's Direct Payment Service depending on the level of concerns. This may be in the form of a formal meeting or discussion, at which point a decision will be made on whether any Direct Payment recipient's should be informed of the Council's decision to suspend the Provider. Other local authorities in the local regions, ICB's, CQC, Ofsted plus any identified local authorities purchasing services from the Provider will be notified of the decision to suspend by the Contract Manager.
23. The Contract Manager will inform the local Elected Member and other relevant stakeholders if any service within their constituency has a suspension placed upon within 5 working days.
24. The suspension will be added to the Council's website so that members of the public are aware and making informed choices regarding care and support.
25. All communication within CYPS regarding the recommendation to suspend or amendment or lifting of the suspension will be copied to the Contracts Board and Short Breaks Commissioning Group. This will ensure consistency of information and updating of the Information Hub.
26. Police investigations may at times take precedence and restrict the Council's ability to review a suspension of placements/packages. In these instances, the Council will update the Provider, with the consent of the investigating Police Authority.
27. Locality Team Managers, Independent Reviewing officers, allocated workers and the contract manager will liaise regarding identified concerns. Locality Team Managers will be kept informed of any action taken in relation to suspensions by the Contract Manager.
28. The Provider shall produce an Improvement Plan, including the areas for improvement identified together with realistic timescales for improvements to be made. The Improvement Plan shall be agreed with the Contract Manager and reviews of the

suspension will reflect the dates set by the Provider for progress to be made. If the Provider already has an action plan in place to address any recommendations made such as a CQC / Ofsted action plan then it would be acceptable to use one action plan to address all identified areas of improvement.

29. The maximum anticipated term of the suspension will be made clear to the Provider; as a minimum suspensions are reviewed 3 monthly. These timescales will reflect the number and nature of the improvements to be made and will be measurable, achievable, realistic and with clear timescales (SMART).
30. The Provider may be invited to a meeting to discuss the suspension chaired by the Contract Manager and a Locality Team Manager (and other agencies, which may include other local authorities currently purchasing Services from the Provider, CQC, Ofsted etc, if appropriate) to discuss the situation. The Provider will be asked to share their proposals for improvement in the Service.
31. Where the provider is in the Organisational Safeguarding process, the Contract Manager will liaise with Local Area Designation Officer so that all issues can be covered in a single meeting to avoid duplication.
32. All meetings held to discuss concerns and actions to be taken will be recorded, in writing, and will be shared with the Provider within 10 working days of the meeting.

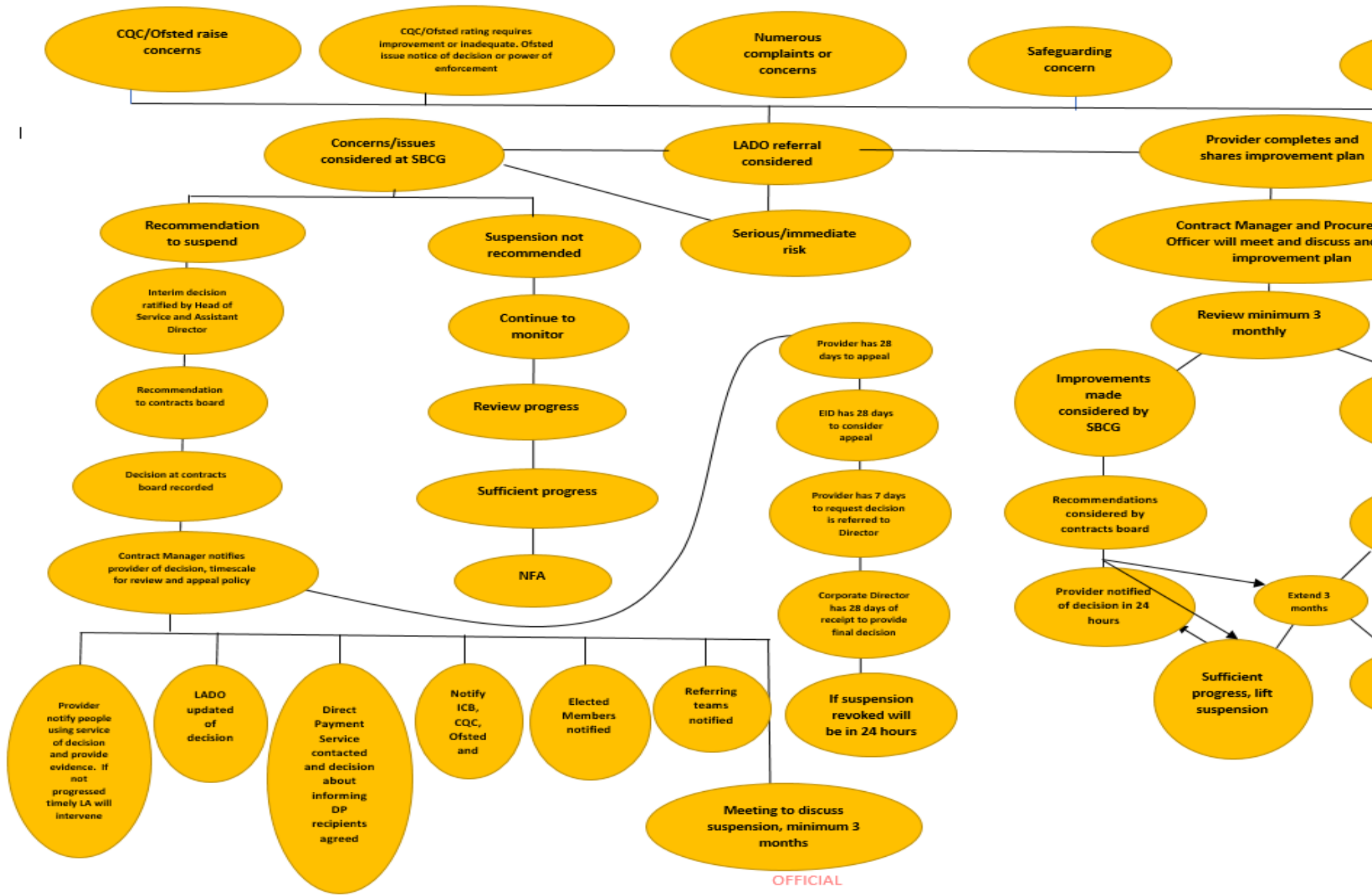
Appeals

33. The Provider will be given 28 days to appeal against the decision to suspend, with any appeal being made in writing to the Contract Manager, in the first instance. A Suspension Appeal Form (First Appeal) is attached at Appendix B. The appeal will be reviewed by an Assistant Director from CYPS who has not previously had any involvement in the decision to suspend. The Assistant Director will consider the appeal and respond to the Provider within 28 days of receipt of the appeal.
34. If the Provider is dissatisfied with the outcome of the appeal, they can request that the matter is referred to the Council's Corporate Director, Children and Young People's for consideration. This request must be received by the Council within 7 working days of the date of the first appeal being rejected. The Provider's request must state the nature of their appeal and what elements of the initial appeal they do not agree with so that the matter may be considered further. A Suspension Appeal Form (Final Appeal) is attached at Appendix C.
35. The decision of the Council's Corporate Director, Children and Young People's Services will be shared with the Provider within 28 days of receipt of the final appeal. This decision is final.
36. During the appeals process the suspension of placements will remain in place until such a time that a final decision can be shared with the Provider. The Council will ensure that any decision to revoke the suspension will be communicated to the Provider, by the Contract Manager, within 24 hours of this decision.

Review of the Suspension

37. The review of a suspension cannot be undertaken without an agreed Improvement Plan being implemented and monitored. The Improvement Plan shall be agreed by the Contract Manager.
38. The progress towards improvements made by the Provider will be reviewed based on the timescales which will have been agreed in the Improvement Plan.
39. The suspension will not be reviewed after each individual piece of work has been completed as this could be cumbersome. However, reviews of the Improvement Plan will take place when a sample of improvements can be considered. For example, where an action plan includes agreed timescales for specific pieces of work set for 2 weeks, 1 month and 2 months the first review will take place after 1 month. Where timescales are agreed for 3 months, 4 months and 6 months, the first review would be held at 3 months. Earlier reviews may be undertaken where there are concerns that the service could deteriorate further or there are on-going safeguarding or wellbeing concerns.
40. If the Provider is reviewing a process or paperwork and would like to gain the views of the Contract Manager prior to implementation this can be accommodated via telephone discussions or meetings outside of the review process.
41. While a suspension is in place any safeguarding or wellbeing concerns which are identified will be dealt with through the usual process.
42. During the period of suspension, the Contract Manager, Allocated workers and their manager will agree the review process and keep each other informed of progress or any additional concerns. The Local Authority will maintain regular contact with the CQC / Ofsted and monitor any changes in the Provider's status. Improvements will be fed back to all stakeholders such as Health commissioners, where relevant.
43. If it is felt that the Provider has made and maintained sufficient, sustained improvements and this can be evidenced using the Improvement Plan, which will have been agreed in all circumstances with the Provider at the commencement of the suspension, the contract manager will make a recommendation to lift the suspension via the Short breaks Commissioning Group to the Contracts Board.
44. Consideration will be given to a complete removal of the suspension or phased lifting, where the numbers of new placements/packages would be restricted. The Council's preferred route is to instigate a phased lifting of suspension prior to a complete removal. Where a complete removal of suspension is being recommended additional information will be required on the risks to the service of not instigating a phased lifting. In the case of a phased lifting of suspension, the number of placements/packages will be at the discretion of the Council and a maximum number of placements will be agreed at 4 weekly intervals.
45. When the suspension is lifted the Provider will be notified in writing and the suspension will be removed from the Approved Provider List or relevant contracting arrangement. The Contract Manager will notify the CYPS teams and other relevant stakeholders such as Health commissioners where relevant.
46. If the lifting of the suspension is not agreed by the Contracts Board, the Contract Manager will continue to work with the Provider. This decision will be communicated to the Provider within 24 hours of the decision.
47. The Contract Manager will continue to monitor the situation regarding the lifting of the suspension. Updates will also be provided to the LADO and Elected Members.

48. Where a service has been suspended for the maximum agreed timescale, the service will be referred to Short Breaks Commissioning Group for consideration and a recommendation considered by the Contracts Board. If the evidence suggests that the improvements detailed in the Improvement Plan cannot be completed within a reasonable timescale, which shall not exceed 3 months, a further contractual action will be taken, which may include the termination of the Council's contractual relationship with the Provider. This recommendation will detail the reasons for the proposal, based on the evidence presented together with a view regarding the appropriateness of people remaining in the service.
49. If it is felt, based on the evidence provided, that sufficient progress could be made within a further maximum timescale of up to 3 months this will be recommended to the Contract Manager. Progress of improvement will be reviewed again at the end of that period. If sufficient improvement has not been made within the extension period This will be considered by the Short Breaks Commissioning Group and a recommendation will be made to the Contracts Board to terminate the Council's contractual relationship with the Provider. This recommendation will detail the reasons for the proposal, based on the evidence presented together with a view regarding the appropriateness of people remaining in the service. If agreed, the Contract Manager will action the termination.
50. The following flow chart illustrates the Suspension Process.



Suspension Recommendation Report - Suspension*, Phased Lifting of Suspension*, Lifting of Suspension*

Provider Name, Address

Date

Contract Type	APL – Home Based Support APL – Community Based Support APL – Overnight Support		
Source of Concern	Self Assessment* Validation Visit* Quality Visit as a result of concerns* Quality Visit no prior concerns* Intervention Visit* CQC NOP* CQC NOD* CQC Fundamental Standards* CQC Rated Inadequate* Ofsted Rating of requires improvement or inadequate Ofsted issues powers of enforcement Contract Compliance* Safeguarding* Complaints* Suspension from Host Local Authority / ICB*	Date of Concern	
Risk Score Low Medium or High		PAMMs Rating	
Number of people accessing the Service and funded by NYC			
Detail concerns identified			
Complete relevant section below			
Initial Suspension – standards not met		Areas of Improvements – Phased Suspension	
		*Must include how the identified standards have been met or in the process of being met.	

Phased Suspension – Standards not met	Areas of Improvements – Full Lifting *Must include how the identified standards have been met
<u>Recommendation:</u> <ul style="list-style-type: none"> • It is recommended that a full suspension of new placements/packages is agreed until such a time that the Provider can evidence improvements in the areas of concern raised.* • It is recommended that all people accessing the service move to alternative support* • It is recommended that a phased lifting of the suspension of x new placements/packages per x week period is agreed. A further visit will be arranged following new placements/packages of care.* • Taking into account the improvements that have been made at the service I would therefore request that the suspension be fully lifted*. 	

Suspension supported by:

Name – Head of Service Contract Manager*, Locality Team Manager

SBCG recommendation
 Contract board decision

Head of Service
 CYPS Representative (Name and Job Title)
 Contract Manager (Name and Job Title)

Record of Contract Board decision

Decision: Approved*/Not Approved*

Date:

*Delete as appropriate

Suspension Appeal Form (First Appeal)

*Delete as appropriate

Name & address of Provider:			
Date of suspension by North Yorkshire Council:			
Date suspension confirmed to the Provider by North Yorkshire Council:			
Date Self Assessment*, Quality Visit, form received by Provider:			
Date of appeal:			
Name & designation of the person submitting the appeal:			
Reason for appeal: (any factual inaccuracies identified by the Provider in the Council's decision to suspend)			
Additional documents to support the appeal:			
Decision of CYPS Assistant Director:			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Appeal upheld:</td> <td style="width: 35%; text-align: center; padding: 2px;">YES</td> <td style="width: 35%; text-align: center; padding: 2px;">NO</td> </tr> </table>	Appeal upheld:	YES	NO
Appeal upheld:	YES	NO	
Signed:			
Date decision communicated to the Provider:			

Suspension Appeal Form (Final Appeal)

Name & address of Provider:		
Date of suspension by North Yorkshire Council:		
Date suspension confirmed to the Provider by North Yorkshire Council:		
Date summary or validation visit form received by Provider:		
Date of First appeal:		
Date of Final appeal:		
Name & designation of the person submitting the appeal:		
Reason for appeal: (any factual inaccuracies identified by the Provider in the Council's decision to suspend)		
Decision of Corporate Director, Children and Young Peoples Services:		
Appeal upheld:	YES	NO
Signed:		
Date decision communicated to the Provider:		



Job profile

Service and job specific context statement

Directorate:	Children and Young People's Service
Service:	Disabled Children and Young People's Service (0-18)
Post title:	Social Worker
Grade:	J-K
Responsible to:	Locality Team Leader
Staff managed:	None
Date of issue:	October 2018
Job family:	C&S - Care & Support

Job context

The DC&YPS provide services which follow from specific legislation, including the Children Act 1989, the Children Act 2004, CSDPA 1970 and the Short Breaks Guidance. We are committed to providing good quality services to support severely disabled children, young people and their families. To work at all times in line with the Social Work England Code of Practice. Enhanced DBS check and Social Work England and Care Professions Council registration is required. This role involves spoken communications so confident use of English language is required

Career progression

There is a bar at the top of Grade J.
Progression beyond the bar to Grade K is dependent successful completion of the CYPS progression process.

Newly Qualified Social Workers (Grade J)

Year 1 newly qualified workers will be appointed to the bottom of Grade J and will undergo their Assisted/Supported Year in Employment (ASYE) with reduced caseloads and enhanced supervision.

Year 2 onwards will build on year 1 and staff will work towards the Consolidation Module and/or the Early Professional Development Portfolio. With their manager's support they will complete a competency based assessment to achieve Level 1 status and proceed to Grade K.

Grade K Social Workers

Social Workers at Grade K undertake the same role but will work with disabled children and young people with the most complex needs, which will include children and families on a Child Protection Plan, Looked After Children and children with complex health conditions. The complexity and risk associated with cases may be complicated by domestic violence, alcohol abuse or substance misuse and mental health difficulties. Such cases will involve the Social Worker operating at a more advanced level and will require them to draw on more developed skills.



Job profile

Structure



Job Description

Job purpose	Hold and manage a caseload of disabled children and young people including Children in Need, Child Protection and Looked After Children as allocated by the Locality Team Leader. The post holder will do this by undertaking assessments, formulating, monitoring and managing plans for children with multi agency partners to ensure good, timely outcomes for children.
Operational management	<ul style="list-style-type: none"> • Manage and prioritise cases as allocated by the line manager • Assess disabled children and their carers needs and make appropriate recommendations for service response to achieve agreed outcomes • Participate in the allocation of cases and accept cases allocated by the LTL commensurate with your level of experience. • Liaise with other agency professionals as necessary to fulfil the Directorate's statutory duties and achieve best outcomes for children. • Fully engage in supervision and performance appraisal • Maintain good case records, write reports as required in line with departmental standards. Give evidence in court in relation to care or other proceedings.
Communications	<ul style="list-style-type: none"> • Comply with Data Protection Legislation and the Access Request to Files Policy • Demonstrate good recording skills with the available technology • Liaise with staff of the Directorate and other agencies to effect decisions reached, and to participate in all necessary placement or review panels to ensure that service provision continues to be appropriate to service user needs and wishes. • Promote children, young people and their family's participation in decision making. • Ensure all work with children and families remains focused and meets the need of children • Use high level communication skills, including listening, building empathy, consultation and negotiation to ensure positive outcomes for children • Support and sustain families with the provision of high quality short breaks



Job profile

	<ul style="list-style-type: none"> • Work with children and young people, families, carers and communities to help them make informed choices and decisions, enabling them to clarify and express their needs and contribute to service planning. • Develop and maintain effective relationships with children and young people, their families and carers: provide advice and support: help resolve conflict.
Partnership / corporate working	<ul style="list-style-type: none"> • Have a commitment to shared values and the common purpose of developing a culture of interagency working; including statutory bodies, third and private sector organisations • Ensure multi-agency engagement in all assessment and planning processes • Plan and commission services and support for disabled children, young adults and their families. • Liaise with colleagues in own and other departments and external agencies in order to gather information relevant to assessment and care planning activities: organise and chair meetings as required. • Work with individuals or groups to develop individual potential. • Understand and support the role and value of families and carers as partners in supporting their children to achieve positive outcomes • Ensure all interventions serve to improve outcomes for children • Make key decisions in terms of case management based on observation and professional judgement: understanding their context in relation to behaviour, listen actively and respond to concerns • Evaluate situations, analyse and record them appropriately. • Grade K only: Act as supervisor to Social Work students on placement, including support, guidance, challenge and assessment
Systems and information	<ul style="list-style-type: none"> • Maintain case records, including computerised systems, in line with Directorate procedures. • Adhere to professional and organisational procedures on confidentiality and maintaining appropriate boundaries with service users and their families.
Strategic management	<ul style="list-style-type: none"> • Contribute to the planning and development of the Directorate's services • Understand your own role, and the importance of providing care or support through transitional periods. • Identify transition points • Provide appropriate support and interventions
Safeguarding	<ul style="list-style-type: none"> • Complete assessments within timescales with disabled children and their carers, develop care plans and provide support for children and young people and their families • Provide support and advice to carers and encourage the development and maintenance of appropriate support networks and services within individuals homes or in the community • Take necessary statutory or other action in relation to the safety of children, including emergency situations, and liaison with other agencies as required in such cases. • Be responsible for promoting and safeguarding the welfare of children and young people that you are responsible for and come into contact with. • Investigate allegations of neglect, abuse or ill-treatment of children, in accordance with legislative requirements and child protection procedures; consider the particular vulnerabilities of disabled children and young adults • Apply for relevant emergency Court Orders



Job profile

- Prepare appropriate plans for disabled children and young people including arrangements for obtaining and implementing Court Orders.

Person Specification

Essential upon appointment	Desirable on appointment
<p>Knowledge</p> <p>Grade J</p> <ul style="list-style-type: none"> • Knowledge of current good practice in child care and preparing for adulthood • Knowledge of the principles of the Children Act 1989, the Children Act 2004, the Every Child Matters agenda and Care Planning Regulations 2010 • Knowledge of the Children and Families Act 2014 and the Care Act 2014 <p>Grade K</p> <p>In addition to the skills and knowledge detailed above at Grade J</p> <ul style="list-style-type: none"> • Knowledge of the judicial processes • Knowledge of theory and practice of care assessment, planning, child protection/safeguarding procedures; detailed knowledge of relevant legislation acquired through professional qualification in social work plus minimum 2 year post-qualification experience in relevant field 	
<p>Experience</p> <p>Grade J:</p> <ul style="list-style-type: none"> • Prior background experience in a social care or similar setting • Work placement in a children's or adult's setting (degree course) <p>Grade K:</p> <ul style="list-style-type: none"> • The eligibility criteria for progression beyond Grade J will be as above for Grade J plus 2 years relevant post-qualification experience in accordance with designated performance standards. • Instances may occur where the post-qualification experience is not in a post specifically designated as Social Worker. In such cases the appropriate Service Manager <u>must</u> be satisfied as to the quality and relevance of that experience 	
<p>Occupational Skills</p> <p>Grade J</p> <ul style="list-style-type: none"> • Ability to communicate with disabled children and young people at all levels of need • Undertake negotiation with families • Ability to assess family circumstances and need and identify necessary resources to meeting that need • Ability to recognise risk and take appropriate actions • Multi-disciplinary work and intervention with families • Presentation skills, both oral and written • Effective written and verbal communication skills, including report writing • IT skills to include competency in word processing, manipulating spreadsheets, accessing information from databases and electronic communication 	



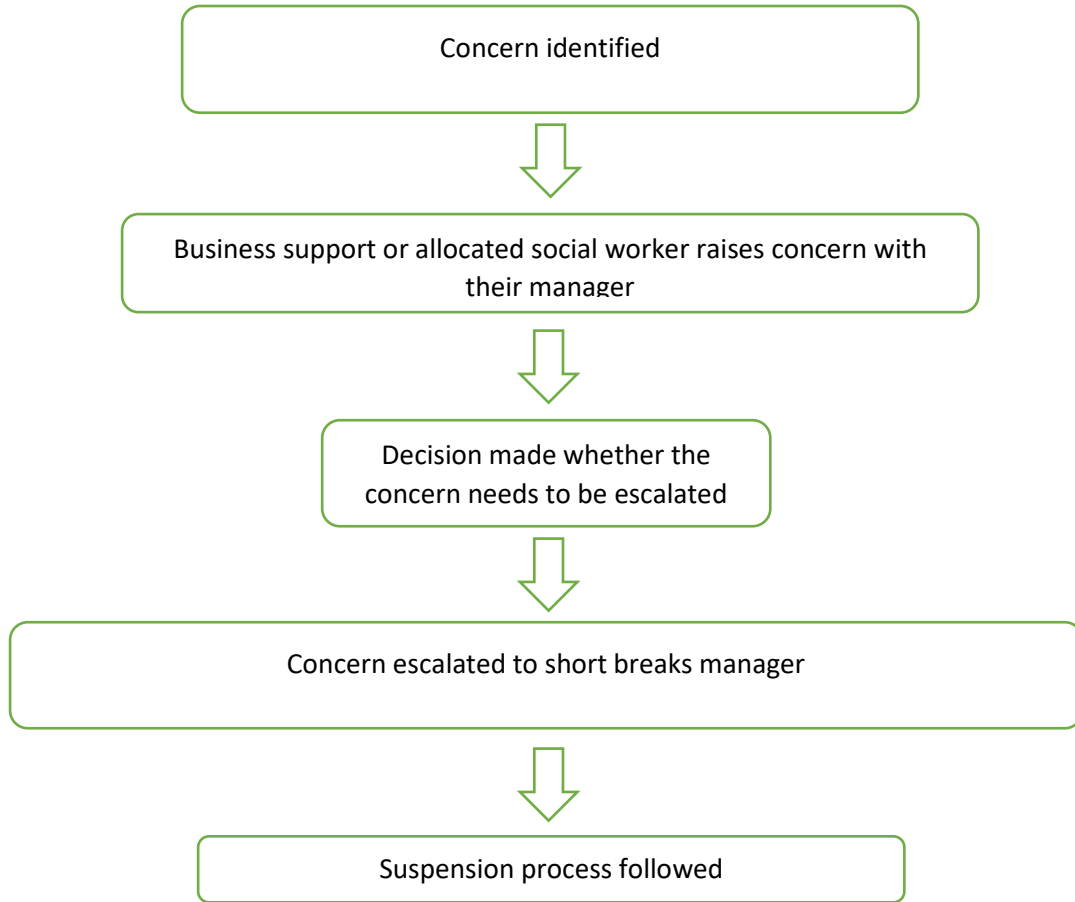
Job profile

<ul style="list-style-type: none"> • The ability to converse at ease with families. Accurate spoken English is essential for the post • Advocate on behalf of families • Time Management skills <p>Grade K – In addition to the skills detailed above at Grade J</p> <ul style="list-style-type: none"> • Undertake negotiation with families and in the partnership arena • Self-management skills and ability to use initiative • Care Planning and implementation and review • Ability to engage service users in planning and decision making • Ability to identify risk and initiate child protection intervention • Ability to effectively supervise Social Work students as Practice Educator <p>For all grades</p> <ul style="list-style-type: none"> • Ability to write a range of reports and plans to a high professional standard • Ability to organise and prioritise workloads to meet required timescales 	
<p>Professional Qualifications/Training/Registrations required by law, and/or essential for the performance of the role</p> <p>Grade J:</p> <ul style="list-style-type: none"> • Fully qualified, accredited social work professional status (CQSW, DipSW, CSS, PQCCA) • Current registration with Social Work England <p>Grade K:</p> <ul style="list-style-type: none"> • Fully qualified, accredited social work professional status (CQSW, DipSW, CSS, PQCCA) • Current registration with Social Work England • Successfully passing Level 3 (competence based) Assessment 	<ul style="list-style-type: none"> • Practice Educator qualified
<p>Other Requirements</p> <ul style="list-style-type: none"> • Availability to work as necessary outside normal office hours when necessary and by agreement • Ability to meet the travel needs of the post across the geographical area 	
<p>Behaviours</p>	<p>Link</p>

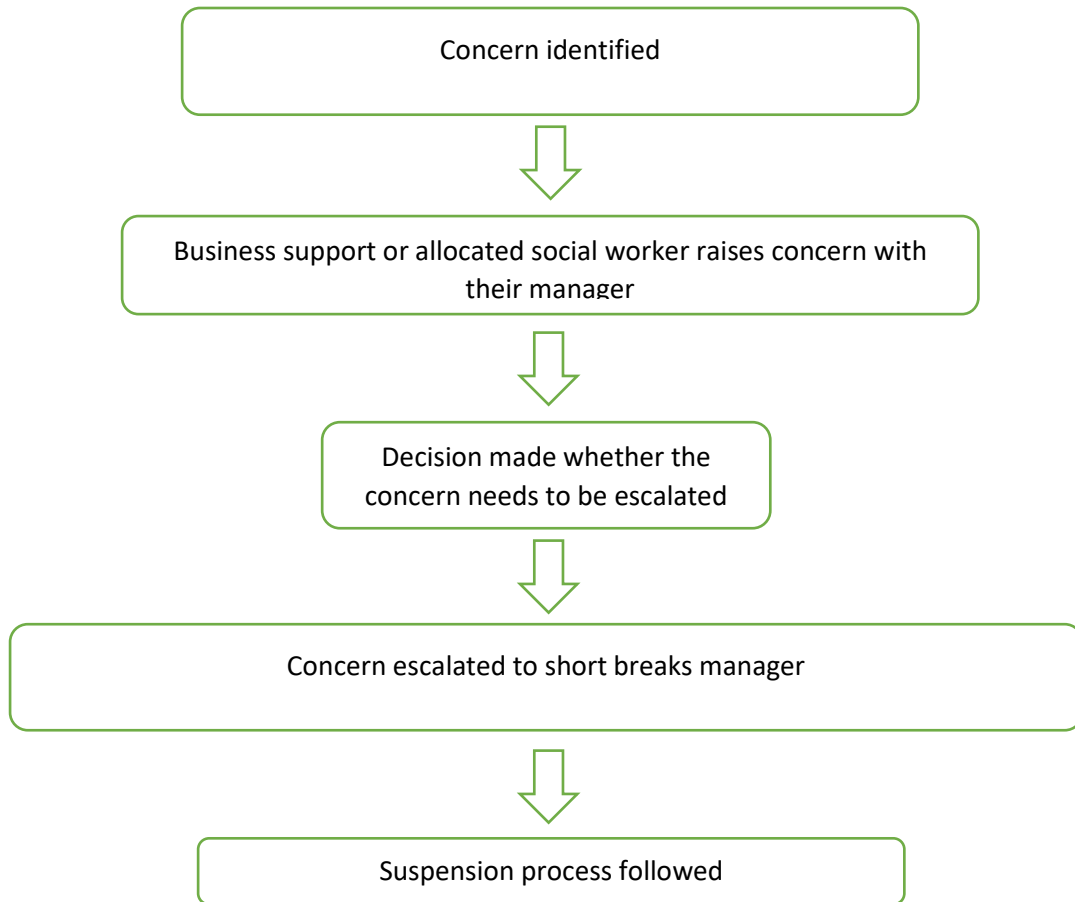
NB – Assessment criteria for recruitment will be notified separately.

Optional - Statement for recruitment purposes: You should use this information to make the best of your application by identifying some specific pieces of work you may have undertaken in any of these areas. You will be tested in some or all of the skill specific areas over the course of the selection process.

Escalation process



Escalation process



Targeted Report

DCS Options Appraisal

Contract Management Report

March 2024

Author:

Harriet Bagley

Contract Officer

Procurement and Contract Management

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1. Introduction

The Procurement Team Contract Management function is designed to provide targeted, short-term support to Contract Managers across the Council who may need some advice, guidance, or short-term practical support to manage a contract. Our remit is to contribute towards creating and embedding best practice whilst maintaining a culture of high standards in the performance of contract management functions across the Council. In this instance we have been asked to provide the service area with an options appraisal to enable them to make an informed decision about how they contract manage the future APL for children's services. Although options are outlined, the service area are asked to apply their specialist knowledge in their field of operation to make a decision about implementation of effective contract management activity that works for them.

2. Overview of Contract Management

Key Benefits of Contract Management

- The importance of contract management lies in its ability to introduce efficiency and reduce risk throughout the contract lifecycle
- Achieve value for money by improving performance while reducing and controlling costs
- Save time by using tried and tested contract management templates, rather than starting new ones from scratch each time they are required
- Improving supplier performance and maximising resources through proactive contract management to prevent the need for fire fighting

The Risks of Poor or Lacking Contract Management

- Lack of oversight
- Reactive rather than proactive / firefighting rather than preventing
- Costly – The International Association of Contract and Commercial Management (IACCM) Research states that the average contract leaks 9% of its value during delivery. It is recommended that 1 -3% of the value of the contract should be invested in robust contract management processes to prevent this.
- Ambiguity - Ambiguity in the contract often causes conflict between a commissioner and a supplier. Good contract management processes help to mitigate this risk by establishing a good relationship with the supplier and the contract manager from mobilisation to the natural end of the contract.

3. Contract Management Options

While the following section is split into Bronze, Silver and Gold these are not rigid, you can take elements from all sections regardless of which one you ultimately choose. However, for the purposes of this report, it is recommended that gold standard contract management practices

include all elements of bronze and silver. Silver standard contract management includes all elements of bronze as a minimum.

3.1 Option 1 – Bronze

3.1.1 Key Features:

- Collation of Supplier Data
- Allocation of tasks – ensuring both the supplier and NYC know what is expected of them
- Clears lines of communication
- Maintenance of key data – such as contact information
- Clarity over key processes – such as escalation processes

3.1.2 In this approach, the key outcome is to assure yourselves that all Providers are adhering to their obligations as stated within the contract. While at this level, you can broadly allow the Providers to self-certify, you will still need effective systems in place, in order to receive and review the data they send.

Here you may want to consider the format in which suppliers will be sending you information and ask yourselves if this can be streamlined for ease.

For example, the specification for Community Based Support, 7.2 states *“the provider must provide progress reports for review meetings.”*

Rather than allowing Providers to send these reports in any format, it may be beneficial for them to be using a report the council had given them, so that, all reports are consistent, easy to read, and you can be assured you are getting all the information you need.

The key to this approach would be to extract all the Supplier’s obligations from the contracts and specifications and clarify how these are going to be monitored and by who. A tool that can be used for this is an Obligations Matrix. Templates of these often appear complex, however, in its simplest form, it is a calendar of all contractual obligations, for both the provider and the authority, clearly laying out the What, When and Who of each task. Provided it is kept up to date, an Obligations Matrix is a very good quick reference guide for Contract Managers, making it very easy to check on the progress of a contract, preventing things being missed, and highlighting any cases where perhaps a Provider is not meeting their contractual obligations, within agreed timescales. Please see Obligations Matrix Template in Appendix 1.

Following on from this, is it vital that you have a clear process for escalating issues. You may wish to consider implementing a tiering system, whereby any issues that arise are categorised based on urgency and severity and forwarded onto the appropriate person to address.

One thing that underpins this whole approach, and all Contract Management, is effective communication with the Providers, and the first step of this is ensuring the contact information we have is correct and up to date. Best practice is to ensure that supplier information is kept in a master file, with someone in charge of checking this regularly and updating accordingly.

In summary, the key questions and considerations for this approach would be:

- Is our contact information for Suppliers up to date?

- Who is checking and updating this as required?
- How can we be assured the Providers are adhering to their obligations?
- What information do we want Providers to produce and in what format?
- How often do we require Providers to evidence they are meeting their obligations?
- Who is going to collate and review the information that is received?
- Who is going to ensure it is being received in a timely manner?
- What will be the structure of review meetings and how often will these take place?

By answering these questions, you will be able to implement a bronze standard of contract management, which in its simplest form is general oversight of the contract, with no specific focus on any one provider, but with a basic mechanism in place to enable you to identify if there are any performance issues. This level of contract management relies on a robust professional relationship between the contract manager and the supplier. This level of contract management would not include data analysis / financial status analysis or trend analysis which may enable a contract manager to identify risk early enough to manage them in a preventative way. This level also does not include any end user feedback.

3.1.3 Risks

- While there are steps in this approach to help flag issues early, it is a predominantly reactive, rather than proactive approach
- Allowing suppliers to self-certify means you are not getting any direct customer feedback; therefore, you lose the benefit of Lived Experience.
- Furthermore, you have no way of checking on supplier's claims, you are entirely reliant on honest communication and reporting from them
- Lack of supplier analysis means you are unable to be proportionate and prioritise those suppliers who needs more support / intervention
- Lack of risk management – if risks are not assessed and mitigating actions not thought of, it leaves you unprepared to deal with issues – you will be reacting / firefighting, rather than preventing or implementing a previously established plan
- The current social care market is under significant pressure with a lack of service providers across North Yorkshire. Unlike bronze standard, gold and silver standard contract management prescribes time and resource in market engagement to enable a contract manager to build and maintain robust supplier relationships. Research shows that the stronger the relationship between a commissioner and a supplier, the more likely a commissioner is to receive good value for money.

3.2 Option 2 – Silver

3.2.1 Key Features:

- RAG Rating System
- Proportionality
- Independent Checking Mechanisms for Supplier Reports
- Risk Register

3.2.2 In this approach, you would take each of the previous points a little further, while also implementing some further tools to allow you to be more proactive and preventative.

Firstly, and probably the key point to this approach, would be to RAG Rate the Providers. You can do this using a RAG Rating tool, which is created by; identifying the factors you deem important in assessing a supplier, such as DBS checks, Ofsted ratings, User Feedback Scores, you then input these into a spreadsheet, which in turn adds up all the scores to give an overall risk rating. An example of this is included in Appendix 2 which our team assisted in creating earlier this year for independent and non-maintained schools. From this, each Provider will be categorised as either Red, Amber, or Green. From this you can take a proportionate approach to contract management, for example, for a Provider that has been put in the Red category, it may be appropriate to schedule a site visit to the registered premises, or arrange regular, additional meetings with the supplier. For the Amber category, you may request additional evidence to support their reports / demonstrate they are meeting their obligations that they need to provide for the next few months, and for those in the Green Category, you can continue with your baseline pre-agreed terms.

Secondly, regarding supplier reporting, it would be advisable to introduce an independent checking mechanism, (user feedback for example), so that you can be alerted to supplier performance issues. You may consider designing feedback forms to be filled in by a random sample of end users. Alternatively, it may be beneficial to ensure that a user from every provider completes one on a regular basis (i.e., yearly), but further to this, any suppliers you have identified as high risk, are targeted for more regular review. You could design these so that they produce a score, which can then be included in the previously mentioned RAG Rating tool. You would then add any associated tasks to this, such as, sending out, receiving, and reviewing the content to your obligation's matrix. Any issues would then be flagged, and in the first instance a discussion with the Provider over concerns raised would take place.

Thirdly, I would recommend producing a risk register, similarly to the Obligations Matrix, some of the templates for these can appear complex, however it is simply a list of all the potential risks, or the what ifs, that you can think of, that you then pair with corresponding mitigating actions. Please see Risk Register Template in Appendix 3. Essentially, it is scenario planning, and the best way to produce this, is to get a group of people in a room for a meeting in which everyone comes up with ideas of potential risks, mitigating actions for these risks, and also some workable solutions so that if the problem arises you have a plan to refer to. You can also assess each risk and decide; what is the probability of this risk occurring? What would the impact be – high, medium, or low? Once you have formally identified the risks, they would need to be monitored regularly, with mitigating actions implemented where possible, and 'obsolete' risks being removed from consideration where appropriate. This list could end up being overwhelmingly large, at this level I would recommend identifying three to five main risks and focusing on these.

In summary, the key questions and considerations for this approach would be:

- What are the key factors in assessing Providers?
- Who oversees the maintenance of this RAG Rating tool?
- What actions will you take to address those Providers who present as high risk?
- What are the key questions you want answered through User Feedback forms?

- Who is going to review feedback?
- What is the process for escalating concerns that arise from feedback?
- What are the main risks facing this contract?
- Are all those involved in the contract satisfied you have done all you can to mitigate these risks?

By answering these questions, you will be able to implement a silver standard of contract management which enables a contract manager to assure themselves that they are regularly reviewing risk, which can be changeable. The contract manager uses a varied source of intelligence and information to enable them to dynamically categorise risk and proportionately manage this risk throughout the lifecycle of the contract. By implementing a silver standard, the contract manager can attempt to meaningfully pre-empt risk in order to be preventative. This is considered a more proactive approach to contract management than bronze and relies on a contract manager being able to apply consistent and equitable resource to the contract management process throughout the whole term.

3.2.3 Risks

- Those suppliers who present a lower risk can go unnoticed – while it is good to be proportionate, you have to be careful not to ignore some providers all together
- Random checks could lead to very limited feedback for several suppliers
- Focusing on a small number of large risks, could mean small, and arguably easily preventable risks are not mitigated
- Therefore, there is still a degree of firefighting that can occur with this approach
- This approach will only be effective if there is a clear plan and structure in place, and tools are maintained – it is easy to set up the tools then neglect them, resulting in wasted time and effort
- There is still a heavy reliance on what suppliers are telling you

3.3 Option 3 – Gold

3.3.1 Key Features

- Consistency across all providers – easy to be clear in approach
- Supplier and Contract Development/innovation
- Forward Planning
- Analysis – Market, Supplier and Risk

3.3.2 In this approach, you would again take all the things previously discussed further, but also, it involves more analysis, more forward planning and seeking out opportunities to develop the contract. There are also significant opportunities to develop the market and work innovatively with suppliers in future. This can have benefits of creating social value opportunities or creating opportunities to obtain better value for money. By engaging with suppliers consistently you enrich your supply landscape.

Suggestions for this approach would be, firstly, the further the use of RAG rating systems, not only using this for suppliers, but also for risks identified in the risk register. This would mean that all levels of risk are considered alongside supplier risk and are addressed proportionately. You may also wish to consider a risk rating system for concerns raised from user feedback / other intelligence throughout the contract lifecycle and determine a way to proportionately manage these concerns alongside your other systems. If managed effectively, this would enable the service area to build a preventative and potentially anticipatory risk system.

Secondly, with regard to user feedback, with a gold approach you would want feedback from all users, not just a select few. Then perhaps where concerns arise you would arrange a meeting or follow-up conversation to discuss in more detail and explore resolutions to issues, thus maintaining the proportionality aspect.

Thirdly, in this approach you would take on more analysis, to foresee changes and potential challenges and to help manage risk. For example, you could regularly monitor the financial health of the providers, allowing you to respond if something flags up as concerning. Furthermore, you would do some market and trend analysis, trying to highlight both potential risks, but also potential opportunities to innovate and develop the contract to keep up with advances in Tech or changes in user demands. This helps to keep the contract relevant and moving with the times.

I believe the NAO's *Commercial and contract management: insights and emerging best practice* is a very good point of reference here, and I will highlight some of the key points I would consider in order to implement a gold standard approach to contract management.

Contract Approach (p.43-51)

Ensure shared understanding

- Misunderstanding of the contract and how it works creates confusion and tension

Understand risks

- Understanding and allocating risks appropriately remains fundamental in driving the right behaviours

Design performance measures that work

- Without relevant and workable measures, business outcomes may fail, or perverse incentives may be created
- Get measures right
 - Focus on what matters - Time should be invested to produce measures that flow from the strategy that outlines expected outcomes – the key things that matter.
 - Proportional - The burden of work required, such as in obtaining information and monitoring, should not outweigh benefits when considering the number of measures and access to robust data.
 - Clear - Need advance agreement on the purpose, definition, and measurement of each measure.
 - Strong evidence base- Evidence gives confidence that targets are achievable.
 - Review & Update – a regular review allows you to consider whether performance indicators remain relevant

Key Questions

- Has the contract set up risk and reward dynamics that will encourage delivery, minimise perverse incentives and promote good relationships?

- Is there an appropriate allocation of risk between department and contractor?
- Are there incentives to encourage the contractor to act in the interest of the department or the end user?
- Are suitable mechanisms established to drive the desired relationship?

Contract Management (p.52-63)

Manage your own obligations

- You must meet your own obligations for contracts to succeed

Know what suppliers are doing

- To manage a contract, it is important to understand performance and costs
- A 'hands-on' approach to understanding suppliers' performance is needed
- Assurance requires investment of both time and resources so you need to think carefully about how to get the right approach.

Show what you care about

- Client leadership encourages emphasis on the right business outcomes
- Effective client leadership gives government an opportunity to keep suppliers focused on what really matters to them and service users.
- Suppliers may even ignore contractual requirements if they believe that you are ignoring them, or go beyond the contract if they believe that it will win them merit



Plan

Clarity from the outset about the business outcomes that are most critical to service users, and that government cares about.

Encourage suppliers to **plan for outcomes** that really matter. This should align with contract incentives, but does not always.

Set timetables that are clear and agreed.

Use contract provisions that promote **continuous improvement and innovation**.



Work together

Clearly and consistently communicate to suppliers what really matters through progress meetings, site visits, and information requests, to improve contract compliance and ensure outcomes achieved.

Work closely and flexibly with suppliers through progress meetings to ensure that service is in line with the contract.

Explicitly **manage any trade-offs** required to deliver the outcomes that matter.

Understand suppliers' motivation

- Good contract managers realise that suppliers care for other things alongside profit
- This includes reputation, values and how staff are engaged and included
- Alongside contractual performance measures, they use these insights to influence suppliers' performance and get the best from suppliers
- Focus more on 'strategic relationship management', which could be used to capture and share insights more widely

Key Questions

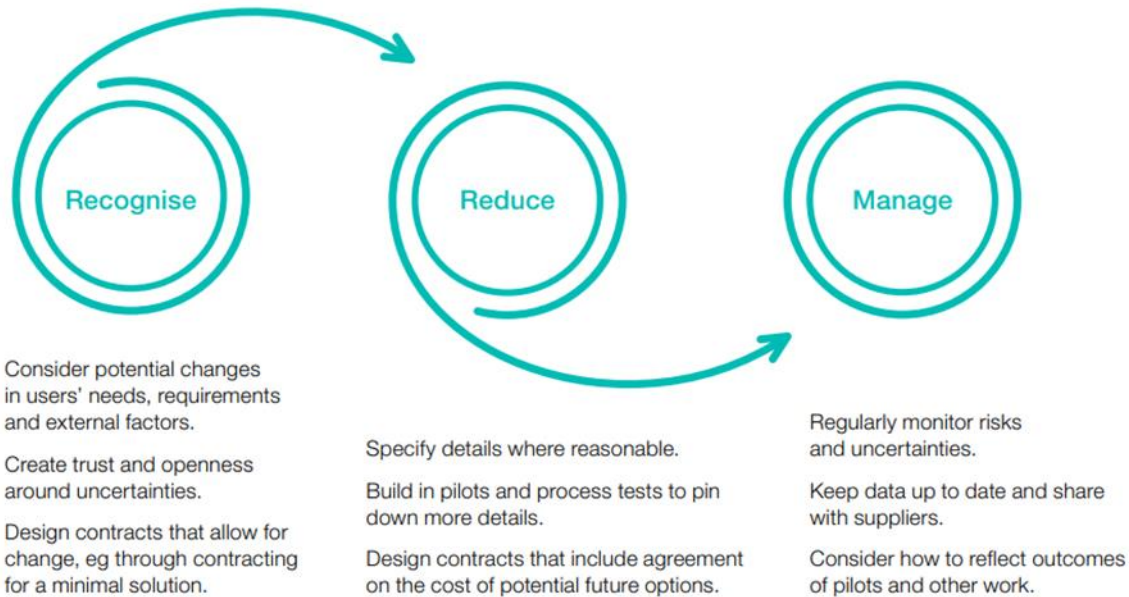
- Is the contract being managed well, with costs and benefits being realised as expected?
- Do the department and the contractor have comprehensive knowledge of service performance?
- Is the contractor providing a service in accordance with the contract and are they actively managed by the department to meet or exceed requirements?

- Is the department meeting its obligations?

Contract lifecycle (p.64-69)

Plan for uncertainties

- We are in a constantly evolving environment, which it can struggle to reflect in contracts
- Customer behaviours can be difficult to predict, public policies can change, or requirements may need to be refined where contracts introduce new processes and systems
- The result is that poor contracts prove too inflexible, resulting in costly changes, the contract failing to deliver what was intended or delivering the wrong thing
- Where you can plan for the need for flexibility upfront, you will be much better able to manage uncertainty



Work towards business-as-usual requirements

- The critical importance of 'mobilisation' – the time between contract award and business as usual – is sometimes underestimated.
- This phase includes supporting a smooth transition; time to set up good practice; and identifying potential contractual changes, problems and risks that may have a subsequent impact
- Not getting it right at this stage will set the tone for the rest of the contract, and could have serious consequences



Emerging best practice

Mobilisation factors to consider would include:



Establish a mobilisation plan

Mutual agreement about the level of detailed required to get up and running.

Get wider input into design and specification before work begins.

Create shared transition goals and responsibilities.

Set aside time and resource

Allow both suppliers and government sufficient time to prepare resources and plans.

Dedicate funding to ensure a high-quality transition.

Explicitly recognise challenges.

Bring in staff with specific expertise.

Use effective processes

Set realistic timetables and milestones.

Establish governance processes and reporting arrangements.

Work together, involving previous suppliers where applicable.

Apply performance measures, whether interim or full, to see how performance is progressing.

Monitor the results

Ensure there is a mechanism for tracking the deliverability of mobilisation obligations to ensure:

- Obligations are documented and understood.

- Obligations are risk assessed early.

Apply a benefits realisation approach.

Key Questions

- Is the contract delivering value for money and will it continue to demonstrate VFM through its lifecycle?
- Does the contract continue to support the strategic intent?
- Are VFM mechanisms used to ensure the contract continues to deliver VFM over its life?
- Is change controlled and well managed and does the contract remain current?

The key to a Gold standard approach is going that extra mile, doing everything you can not only to ensure the smooth running of the contract as it is, but to also seek out how the contract can be developed so that is in a state of continuous improvement. With this you can be assured you are doing all you can to give these children the best standard of care possible and you are assured that you are contributing towards a buoyant market of engaged suppliers who are likely to want to work with NYC in future due to positive relationship management.

3.3.3 Risks

- No guarantee – things can still go wrong
- It does take more time and resource to maintain – but this has proven to be worth it in recent case studies – some examples of these can be seen in the *NAO's Commercial and contract management: insights and emerging best practice*
- You could argue Gold is less proportionate – do all these providers really need the same level of CM? However, this does mitigate any risk of any provider flying under the radar

4. KPIs

With regard to KPIs, these can be difficult to set when you have such a range of Providers. With this in mind, we would recommend implementing some transactional KPIs relating to things such as the provision of DBS Checks, Insurance Information and Contact Information.

To further develop your KPIs we would recommend sitting down and completing a KPI Acid Test, so you can create a few meaningful and strong KPIs that are SMART (Specific, Measurable, Attainable, Relevant & Time-Based). Please see guide for creating KPIs in Appendix 4.

5. Conclusion

In the first instance, we recommend sitting down with all those involved in the proposed APL process and deciding what approach you are going to take, including your appetite for risk. This doesn't need to rigidly sit within Bronze, Silver and Gold, all the tools mentioned are scalable and can be made as simple or as complex as required. Once you have chosen your approach and selected which tools you would like to implement, I would recommend initial meetings with each provider to gather all the information you need to populate your tools, to assign roles and clarify obligations, to agree a deadline to these obligations, and schedule in whatever meetings or visits you have planned for that provider. It is also a chance to get their opinions on a few things, such as potential risks, upcoming changes that may impact the contract and services delivered within it or challenges to the market they may foresee that you hadn't thought about. Here they can also express how frequently they wish to meet with you, or how they wish to meet, be this on Teams or in person. All of this will help build stronger working relationships, establish an open line of communication between yourselves and the Providers and ensure you are both on the same page. Clarity is the key at this point, ambiguity is often the thorn in a contract's side and the more you can do to remove and avoid this the better.

6. Appendices

Appendix 1



Obligations Matrix
Template.xlsx

Appendix 2



IND & NMS risk
classification tool FEB

Appendix 3



Risk Register -
Template (3).docx

Appendix 4



Key Performance
Indicators.pdf

7. References

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