**SCHEDULE 1 – SERVICE SPECIFICATION**

**Background**

Newcastle City Council has 6 residential Children’s Homes:

* Five Homes providing care and accommodation for Children and Young People with emotional behaviour difficulties. One of these homes is on multiple sites at the same location in line with multi building homes regulations, and
* One Home that provides short breaks for Children and Young People with complex needs and disabilities.
* A new home to replace one of our existing homes is due to open in late Summer 2024, to be followed by a further new home from early 2025.

**Services to be delivered**

In line with legislation related to Regulation 44 visits – The Children’s Home (England) Regulations 2015, Newcastle City Council requires the Provider to visit the Homes listed below in table 1. at least once per month. Each visit will be a minimum of 2.5 hours in duration.

1.1 The purpose of these visits is to ensure that the day-to-day care provided is of a satisfactory standard as specified in the regulations This is achieved through the Independent Visitor’s:

1. Interviews, with their consent and in private, such of the individuals accommodatedthere (and, as such, the Provider will endeavour to ensure the timings of the visits maximise resident’s availability for these interviews), their parents, carers, relatives, professionals and stakeholders, and persons working at the home as appears necessary in order to form an opinion of the standard of care provided in the home;
2. Inspection of the premises of the home, its records of any complaints; and
3. Preparation of a written report on the conduct of the home.

Together these provide an overall view of the way the home operates on a daily basis, and how care is provided. The Provider will appoint a qualified person to carry out the visits. This will be their only responsibility.

The service delivered by the Provider must be delivered in a manner that ensures that the Council is fully compliant with their statutory obligations in relation to Regulation 44 visits – The Children’s Home (England) Regulations 2015.

The Provider will carry out monthly regulation 44 visits for Children’s Homes operated by Newcastle City Council’s as detailed in table 1.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name of Home** | **Ofsted Registration Number** | **Address** | **Registered Manager and Deputies** |
| 1 | Home 1 | 123307 | Newcastle upon Tyne |  |
| 2 | Home 2 | SC033645 | Newcastle upon Tyne |  |
| 3 | Home 3 | 2530086 | Newcastle upon Tyne |  |
| 4 | Home 4 | SC033642 | Newcastle upon Tyne |  |
| 5 | Home 5 | 2623842 | Newcastle upon Tyne |  |
| 6 | Home 6 | Not yet registered | Newcastle upon Tyne |  |

Table 1.

4. As part of that visit, independent visitors should, where possible, and supported by the Local Authority speak to:

* Children / Young People
* Their parents / carers
* Staff working in the home
* Key professionals involved with the Children / Young People; for example, Social Workers or Independent Reviewing Officers and other such professionals who may be involved with the care and support of the Children / Young People living in the Home.

5. They should also inspect the premises and review any records in the Home as they think appropriate. This may include Child / Young People’s case records if the Child / Young Person and the Local Authority consent.

6. Independent visitors should conduct visits unannounced and at various times and days of the week to ensure that they are able to speak to Children / Young People and a range of staff members whose shifts in the home will vary. It is preferred that they visit the Home when some of the Children / Young People will be in.

6.1 Notwithstanding the requirement of clause 6., the first visit to each Home under this Contract will be announced.

1. The independent visitor allocated to each Home will be rotated at a frequency agreed by both parties.
2. The independent visitor must produce a report of the visit – a regulation 44 report – setting out their evidence-based opinion on whether the operation of the Home ensures that
   1. Children / Young People are effectively safeguarded, and
   2. whether the Home promotes Children / Young People’s wellbeing.
3. The report provided following the visit must cover the range of issues set out in Appendix A to this Service Specification. Prospective providers are asked to attach a copy of their report template with their tender.

10. The independent visitor may make recommendations, setting out timescales for the consideration and implementation of those recommendations.

11. The regulation 44 report will be provided to the Registered Manager, Ofsted, The Corporate Parenting Service Manager and Children’s Home Lead Manager.

12. Before reports are submitted to Ofsted, the independent visitor will ensure that all reports are received by the following Council Officers and the Officers have had a period of 14 calendar days to provide comment:

1. The Home’s Registered Manager as detailed in table 1, and deputies in the event that the manager is on leave.
2. Liz Spaven, Service Manager, Corporate Parenting [Liz.Spaven@Newcastle.gov.uk](mailto:Liz.Spaven@Newcastle.gov.uk), Christine Logan, Children’s Home Lead Manager Christine.Logan@Newcastle.gov.uk

12.1 Council Officers will submit their comments to the provider prior to submission to Ofsted

1. The Provider Contract Manager, and / or independent visitor will communicate / meet with the Council as requested to ensure that reports are approved and submitted to Ofsted within the required timescale detailed in 13.1 below. Communication / meetings will be held virtually or by telephone as agreed by both parties.
   1. The independent visitor will produce a written report within one week (7-calendar days) of carrying out the visit. The report will be circulated to the Council Officers as detailed in clause 12 above for a period of two weeks (14 calendar-days).
2. In addition to the written report to be submitted to Ofsted, the independent visitor will produce a Young Person’s summary of the visit and make this available to the Children / Young People resident in the Home. Prospective providers are asked to submit a copy of their template for young people’s summary with their tender.
3. Key Performance Indicators (KPI) to be monitored during the term of the Contract are:

|  | **Indicator** | **Measure** |
| --- | --- | --- |
| **1** | The independent visitor will obtain the view of at least two professionals | Each visit |
| **2** | The independent visit will obtain the view of at least one Parent / Carer | Each visit |
| **3** | The independent visitor will produce a written report within one week of the visit | Each visit |
| **4** | The independent visitor will obtain the views of at least one Child / Young Person | Each visit |
| **5** | The independent visitor will observe the room of at least one Child / Young Person (with permission) | Each visit |
| **6** | The Officers indicated in clause 12 will provide comment to the Provider within 14 calendar days of receipt | Each report |

The parties may, during the term of the Contract, amend these Key Performance indicators by mutual agreement.

**Appendix A to Service Specification** - Regulation 44 Report

The report provided by the Independent Person should include:

* Name of the home and Ofsted URN
* Visitors name
* Date of current visit and whether announced or unannounced
* Date of previous visit
* Initials of young people loving in the home and those present at visit
* Details of staff on duty and their role
* Recommendations and actins from previous visit
* Last Ofsted inspection judgements, requirements and recommendations and actions taken
* Any themes emerging from the visit.
* Commentary on the extent to which the home is meeting the Childrens’ Home Regulations, incorporating the views of staff, parents and carers and professionals working with the child, and complaints or compliments :
  + The Quality of Care Standard (Regulation 6)
  + The Children’s Views, Wishes and Feelings Standard (Regulation 7)
  + The Education Standard (Regulation 8)
  + The Enjoyment and Achievement Standard (Regulation 9)
  + The Health and Wellbeing Standard (Regulation 10)
  + The Positive Relationships Standard (Regulation 11)
  + The Protection of Children Standard (Regulation 12)
  + The Care Planning Standard (Regulation 14)
  + The Leadership and Management Standard (Regulation 13)
* A summary of the Independent Visitor’s views of the service incorporating any recommendations for consideration and implementation.

**SCHEDULE 2 – PRICING SCHEDULE**

1. **Price for Service**
   1. Providers should provide their proposed charge per monthly visit.
   2. Travel expenses for the independent visitor will be paid at a rate of 45p per mile.
   3. Reasonable public transport costs will be provided in place of mileage.
   4. The contractor is expected to allocate visitors to minimise travel costs.

1.5 Payment terms will be the Council’s standard payment terms and conditions as those outlined in clause C1 of the Contract.

1.6 Invoices should be sent for the attention of Janette Brown, CSC Placement Planning and Sufficiency Lead,

Email: [janette.brown@newcastle.gov.uk](mailto:janette.brown@newcastle.gov.uk)

Phone: 0191 211 6308 or 07849 927 993

**SCHEDULE 3 – DATA PROCESSING SCHEDULE**

This Schedule has been completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The Provider must comply with all Data Protection Legislation, including the UK General Data Protection Regulations (GDPR) and the Data Protection Act 2018. For the purposes of data protection legislation for this Contract the Council is the Controller and the Provider is the Processor*.*

The table below lists the Data Processing requirements that the Provider/Contractor is authorised to undertake on behalf of the Council. Data Processing requirements may not be determined by the Provider. The Provider must comply with any further written instructions with respect to Data Processing and the Council reserves the right to amend these instructions at any time.

The Provider must notify the Council immediately on identifying any processing of personal data not detailed below so that steps can be taken by the Council to amend instructions, if required. Any such further instructions shall be incorporated into this Schedule.

The Provider must have appropriate technical and organisational arrangements in place to ensure that personal data is securely handled.

The Council’s lawful basis (Article 6) for the processing of personal data is the Council’s legal obligation under Regulation 44 of the Children’s Homes (England) Regulations 2015.

The relevant condition for sharing special category data is health or social care under Article 9(2)(h) of the UK GDPR. The relevant condition under Part 1, Schedule1 of the DPA is paragraph 2 – health or social care purposes.

The Provider/Contractor **must** ensure when processing personal data on behalf of the Council under this Contract that they do not seek the consent of the data subject to the processing of their data unless specifically determined by the Council in this schedule. The Provider must ensure that they do not engage data subject rights that the Council, as Controller, may be unable to fulfil, for example, the right to erasure.

The contact details of the Council’s Data Protection Officer are: TBC

The contact details of the Processor’s Data Protection Officer are: TBC

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| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. |
| Subject matter of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide an independent reviewing service of children’s homes to the Council as required by Ofsted. |
| Duration of the processing | For the term of the contract as set out in the Contract Particulars to include any extension of the contract beyond the initial term.  Plus, any additional processing required to fulfil the Provider’s contractual and/or regulatory body requirements or such longer period as required to fulfil the Provider’s obligations under this contract. |
| Nature and purpose of processing | The data is being collected by the Provider and used to provide the statutory Regulation 44 report in relation to the Children’s Home(s) |
| Type of Personal Data | Name, address, date of birth, ethnicity, family members, health and social care needs and social care records held by the Children’s Home in relation to the child. Name and relationship to child of parents, carers and staff. |
| Categories of Data Subject | Children residing in the care home, family members of those children, carers of those children, staff employed within the care home, professionals involved in the health, wellbeing, care, support and education of the children residing in the care home |
| Classification of Data | Confidential |
| Security Requirements | The Provider must have security in line with the National Cyber Security Centre Guidance. |
| Retention Period | The Provider will retain copies of all reports, including draft reports and final versions of reports submitted to Ofsted for the duration of the Contract. |
| Method of destruction | Paper documents will be shredded and disposed of by the use of an approved confidential waste system.  Electronic documents will be deleted from all systems. |
| Method of return | The Provider will either destroy or return all documents to the Local Authority within one calendar month following the end of the Contract, subject always to any processing that extends beyond the duration of the contract as permitted by the Duration of the Processing outline above. Paper documents will be returned to the Local Authority in person or by secure mail. Electronic documents will be returned by secure email. |

The Provider is the Data Controller of its’ employees’ personal data. The Council will be the Data Processor of the Provider’s employees’ personal information required to comply with the operation of the Contract and specifically Clause G4 (TUPE and retendering); Clause G5 (TUPE Indemnity); Clause G6 Post Contract Monitoring; Clause 6 (Staff); Clause 7 (Disclosure and Barring Checks); Clause 9 (Safeguarding); Clause 15 (Best Value, Monitoring and Review of Service Provision); Clause 16 (Monitoring and Evaluation) of Part 2 - Special Terms and Conditions of Contract.