



**DATED**

**1<sup>ST</sup> MAY**

**2018**

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**FRAMEWORK AGREEMENT**

Between

**THE LONDON BOROUGH OF SUTTON**

And

**ABIDING LIMITED**

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Relating To The Provision Of Semi-Independent Placements for looked after children and Care Leavers

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© London Borough of Sutton  
Civic Offices  
St Nicholas Way  
Sutton  
SM1 1ED

**Ref: DN 282435**

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## **PARTIES**

- (1) **THE LONDON BOROUGH OF SUTTON** whose principal address is at The Civic Offices, St Nicholas Way, Surrey, SM1 1EA (**Authority**).
- (2) **ABIDING LIMITED** incorporated and registered in England and Wales with company number **10051600** whose principal address is at 46 Cumnor Road, Oxford, Oxfordshire, OX1 5JP (**Framework Provider**).

## **BACKGROUND**

- (A) The Authority wishes to enter into a framework agreement for the provision semi-independent placements divided into Lots. The Authority placed a contract notice Ref: 2017/S 124-252471 on 29<sup>th</sup> June 2017 in the Official Journal of the European Union seeking tenders from potential providers for the provision of such services.
- (B) The Authority has selected the Framework Provider as one of a number of potential Framework Providers to provide the services for the Lots set out at Schedule 2 and the Framework Provider is willing and able to provide the services in accordance with the terms and conditions of this framework agreement.
- (C) The terms and conditions set out in this framework agreement represent a framework for the commissioning of the Services by the Authority from the Framework Provider by way of individual requisitions within the scope of those referred to in Schedule 1 (Service Specification) in accordance with the ordering procedure set out at Schedule 3. Each requisition will be the subject matter of a separate services contract in substantially the same form as Schedule 10 (Individual Placement Agreement) incorporating the terms set out in this framework agreement.

## **AGREED TERMS**

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

- 1.1 The definitions and rules of interpretation in this clause apply in this framework agreement.

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

**Authorised Representatives:** the persons respectively designated as such by the Authority and the Framework Provider, the first such persons being set out in Schedule 5.

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

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

**Charges:** the charges which shall become due and payable by the Authority to the Framework Provider in respect of the Services in accordance with the provisions of this framework agreement, as such charges are set out in Schedule 4.

**Commencement Date:** 1<sup>st</sup> May 2018.

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

**Default:** any failure by either party to comply with its obligations under this framework agreement.

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

**Data Protection Legislation:** the Data Protection Act 1998 (**DPA**), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Dispute Resolution Procedure:** the procedure set out in clause 19.

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

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

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

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

**Health and Safety Policy:** the health and safety policy of the Authority as provided to the Framework Provider on or before the Commencement Date and as subsequently provided to the Framework Provider from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

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

**Insolvency Event:** where:

- (a) the Framework Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) the Framework Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Framework Provider with one or more other companies or the solvent reconstruction of the Framework Provider;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Framework Provider (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Framework Provider with one or more other companies or the solvent reconstruction of the Framework Provider;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Framework Provider (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Framework Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over the assets of the Framework Provider or a receiver is appointed over the assets of the Framework Provider;
- (g) a creditor or encumbrancer of the Framework Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive);
- (i) the Framework Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Intellectual Property:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

**Key Personnel:** those personnel identified in Schedule 5 for the roles attributed to such personnel, as modified pursuant to clause 12.

**Law:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Framework Provider is bound to comply;

**Management Reports:** the reports to be prepared and presented by the Framework Provider in accordance with clause 15.

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

**Payment Plan:** the plan for payment of the Charges as set out in Schedule 10.

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



**Premises:** the accommodation to be sourced by the Framework Provider for use as dwellings by nominated service users.

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

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this framework agreement;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation or common law concerning fraudulent acts;
  - (iii) constituting defrauding, attempting to defraud or conspiring to defraud the Authority.
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

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

**Regulated Activity Provider:** shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

**Remediation Notice:** a notice served by the Authority in accordance with clause 18.

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

**Services:** the services to be delivered by or on behalf of the Framework Provider under this framework agreement, as more particularly described in Schedule 1.

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

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

**Term:** the period commencing on the Commencement Date and ending on the fourth (4<sup>th</sup>) anniversary of the Commencement Date.

**Termination Date:** the date of expiry or termination of this framework agreement.

**Termination Payment Default:** In the event that at any time undisputed Charges of £3,000.00 have been overdue for payment for a period of sixty (60) days or more, the Authority will have committed a Termination Payment Default.

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

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this framework agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this framework agreement and shall have effect as if set out in full in the body of this framework agreement and any reference to this framework agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes faxes and e-mail.
- 1.10 Any obligation in this framework agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this framework agreement) at any time.

- 1.12 References to clauses and schedules are to the clauses and schedules of this framework agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of this framework agreement;
  - (b) Schedule 1 to this framework agreement;
  - (c) the remaining schedules to this framework agreement except Schedule 9;
  - (d) Schedule 9 to this framework agreement.

## **COMMENCEMENT AND DURATION**

### **2. Term**

This framework agreement shall take effect on the Commencement Date and shall continue for four (4) years unless terminated earlier in accordance with its terms.

### **3. Due Diligence and Framework Provider's Warranties**

- 3.1 The Framework Provider acknowledges and confirms that:
- (a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this framework agreement;
  - (b) it has received all information requested by it from the Authority pursuant to clause 3.1(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this framework agreement;
  - (c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to clause 3.1(b);
  - (d) it has raised all relevant due diligence questions with the Authority before the Commencement Date; and

- (e) it has entered into this framework agreement in reliance on its own due diligence.
- 3.2 Save as provided in this framework agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Framework Provider by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.
- 3.3 The Framework Provider warrants, represents and undertakes that:
  - 3.3.1 it has full capacity and authority to enter into and to perform this framework agreement;
  - 3.3.2 this framework agreement is executed by a duly authorised representative of the Framework Provider;
  - 3.3.3 there are no actions, suits or proceedings or regulatory investigations pending or, threatened against or affecting the Framework Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Framework Provider to meet and carry out its obligations under this framework agreement;
  - 3.3.4 as at the Commencement Date, all information contained in the Framework Provider's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the framework agreement; and
  - 3.3.5 it shall promptly notify the Authority in writing if it becomes aware during the performance of this framework agreement of any inaccuracies in any information provided to it by the Authority during its due diligence which materially and adversely affects its ability to perform the Services.
- 3.4 The Framework Provider shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Framework Provider in accordance with clause 3.3.5.
- 3.5 Nothing in this clause 3 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

## **The Services, Delivery And Performance**

### **4. Non Exclusivity**

- 4.1 The Framework Provider acknowledges that, in entering this framework agreement, no form of exclusivity or volume guarantee has been granted by the Authority for making placements with the Framework Provider or ordering any services from the Framework Provider and that the Authority may at all times be entitled to enter into other contracts and arrangements with other providers for the provision of any services which are the same as or similar to the Services.
- 4.2 The Framework Provider acknowledges that there is no obligation for the Authority to order any services from the Framework Provider during the Term.
- 4.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority in respect of the total quantities or values of the Services to be ordered by the Authority pursuant to this framework agreement and the Framework Provider acknowledges and agrees that it has not entered into this framework agreement on the basis of any such undertaking, statement, promise or representation.

### **5. SERVICE STANDARDS AND QUALITY ASSURANCE**

- 5.1 Without prejudice to any other provisions of this framework agreement, the Framework Provider shall provide the Services, or procure that they are provided:
- (a) with the highest level of skill, care and diligence in accordance with Best Industry Practice;
  - (b) in all respects in accordance with the policies set out in Schedule 7 (Policies);
  - (c) in accordance with the underpinning values and best practice and other requirements set out in Schedule 1 (Service Specification);
- 5.2 The Framework Provider shall operate a self-regulatory system of quality assurance and quality measures relevant to this framework agreement which ensure that the Services are provided in accordance with the requirements of this framework agreement and applicable Law. The Framework Provider's quality management system will incorporate as a minimum the terms set out in Schedule 6 (Performance Management And Quality Assurance).

## **6. COMPLIANCE, HEALTH AND SAFETY, EQUALITY AND ENVIRONMENTAL MATTERS**

### **Consents**

- 6.1 The Framework Provider shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 6.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Framework Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.

### **Equality and Non Discrimination**

- 6.3 The Framework Provider shall (and shall procure that the Framework Provider's Personnel shall):
- (a) perform its obligations under this framework agreement (including those in relation to the Services) in accordance with:
    - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - (ii) the Authority's equality and diversity policy as provided to the Framework Provider from time to time; and
    - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law; and
  - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
  - (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of its obligations under this framework agreement. The Framework Provider shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998 and equality Laws.

### **Health and Safety**

- 6.4 The Framework Provider shall perform its obligations under this framework agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 6.5 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at any premises of which it becomes aware and which relate to or arise in connection with the performance of this framework agreement. The Framework Provider shall instruct the Framework Provider's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.6 If relevant, the Framework Provider shall provide adequate protective clothing to all the Framework Provider's Personnel (involved in the delivery of the Services) and appropriate training on how and when to use such protective clothing.
- 6.7 The Framework Provider, acting reasonably, shall not knowingly allow any person who shows active signs of, or who is under treatment for any notifiable disease, or who is a known carrier of such disease to provide care to a service user, if it will place the service user at risk.
- 6.8 The Framework Provider shall promptly notify the Authority's Representative if any of the premises used for any placement is issued with any formal enforcement notices resulting from either a fire service inspection or environmental health inspection.

## **Environmental Compliance**

- 6.9 The Framework Provider shall in performing its obligations under this framework agreement use all reasonable endeavours to ensure it uses working methods, equipment, materials and consumables which minimise environmental damage. In particular, the Framework Provider shall ensure that it fully complies with the environmental obligations laid down in the Authority's Environmental Policy Statement (notified to the Framework Provider from time to time) and that it will support and assist the Authority in meeting the aims laid down in it.

## **7. CONTINUOUS IMPROVEMENT AND TRAINING**

- 7.1 The Framework Provider shall comply with the training requirements set out in Schedule 1 and Schedule 8 and elsewhere in this framework agreement and shall maintain a training plan and a record of training for all persons engaged in the delivery of its obligations under this framework agreement. The Framework Provider shall make the training plan and training records available to the Authority upon request.

- 7.2 Where either party to this framework agreement identifies at any time that the Framework Provider's Personnel require further training for the proper delivery of the Services, the parties shall work together to agree and implement a training programme to meet such training needs with the Framework Provider bearing the costs of the agreed programme.
- 7.3 The Framework Provider shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Framework Provider shall identify and report to the Authority's Authorised Representative:
- (a) the emergence of new and evolving relevant technologies which could improve the Services;
  - (b) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
  - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
  - (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.
- 7.4 Any potential Changes highlighted as a result of the Framework Provider's reporting in accordance with clause 7.3 shall be addressed by the parties using the change control procedure agreed by the parties.

## **8. BUSINESS CONTINUITY**

- 8.1 The Civil Contingencies Act 2004 requires the Authority to maintain plans to ensure that it can continue to perform all of its ordinary functions in the event of an emergency. The Framework Provider shall have in place prior to the Commencement Date, a robust business continuity plan that allows for the continued delivery of the Services following an emergency or disruptive occurrence. The business continuity plan shall set out the procedures and actions to be taken if a disruptive event occurs affecting the Services.
- 8.2 The Framework Provider shall make copies of its business continuity plan available to the Authority upon request.
- 8.3 The Framework Provider shall notify the Authority if an incident occurs which activates the business continuity plan, and details of how it managed any such incident and any subsequent amendments made to processes or systems.



- 8.4 The Framework Provider shall as a matter of course test its business continuity plan on a regular basis or when there has been any change to the mode or method in which the Services are provided or when there has been a change to any business processes or on the occurrence of any event which may increase the likelihood of the need to implement the business continuity arrangements. The Authority reserves the right to appoint a representative to attend any business continuity plan test undertaken by the Framework Provider.
- 8.5 The Framework Provider, on request by the Authority, shall provide evidence by way of a written report summarising the results of any business continuity plan test and shall promptly implement any actions or remedial measures which the Authority may consider to be appropriate as a result of such tests.
- 8.6 The Framework Provider shall undertake and be able to demonstrate to the Authority as required, a regular review process for its business continuity arrangements in relation to the provision of the Services.

## **9. PREMISES AND ASSETS**

- 9.1 The Framework Provider shall secure and provide the Premises and such other accommodation and facilities required for the delivery of the Services.
- 9.2 The Framework Provider shall ensure that the Premises is registered with the relevant regulatory authority (if any) and complies with any standards set by such regulatory authority. If relevant, the Framework Provider shall immediately notify the Authority's Authorised Representative of any proposal to de-register the Premises and shall keep the Authority's Authorised Representative informed of the progress of steps taken in this regard.
- 9.3 If relevant, the Framework Provider shall immediately notify the Authority's Authorised Representative of any application to the relevant regulatory authority to change the registration status of the Premises and shall keep the Authority's Authorised Representative informed of the progress of the application.
- 9.4 The Framework Provider shall ensure that:
- (a) the Premises are maintained in a good and substantial state of repair and decoration;
  - (b) the Premises are kept properly secure, and the Framework Provider will comply and cooperate with the Authority's Authorised Representative's reasonable directions regarding the security of the same;

- (c) only those of the Framework Provider's Personnel that are duly authorised to enter upon the Premises for the purposes of providing the Services, do so;
- (d) any equipment used by the Framework Provider or made available for use by the Framework Provider at the Premises are maintained in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from the Premises (save for repair or replacement) unless expressly permitted under this framework agreement or by the Authority's Authorised Representative.
- (e) it maintains and keeps the fixtures, fittings, equipment and furniture at the Premises in a fit and proper manner suitable for their proposed use;
- (f) it provides any specialist equipment at the Premises that may reasonably be required to cater for the needs of service users with disabilities;
- (g) it provides secure storage facilities for service users' valuables and money where such service users have been provided with accommodation at the Premises.

9.5 If relevant, the Framework Provider shall provide the Authority's Authorised Representative with a list of the room numbers occupied by service users at the Premises. The Framework Provider shall provide the Authority's Authorised Representative with an up-dated list of the room numbers upon any change in the occupancy of rooms by service users at the Premises.

9.6 The Framework Provider shall reimburse service users for any clothing that is damaged or lost as a direct result of the Framework Provider's action or inaction. Disputes regarding such shall be resolved upon consultation between the Framework Provider's Representative and the Authority's Authorised Representative and where such consultation fails then in accordance with the terms of this framework agreement.

9.7 The Framework Provider shall notify the Authority immediately on becoming aware of any damage (likely to affect use/availability of the Premises) caused by the Framework Provider, its agents, employees or Sub-Contractors or service users to any part of the Premises or to any property of any other recipient of the Services in the course of providing the Services.

## **CHARGES, FINANCIAL MATTERS AND PAYMENT**

## **10. PAYMENT**

- 10.1 In consideration of the provision of the Services by the Framework Provider in accordance with the terms and conditions of this framework agreement, the Authority shall pay the Charges to the Framework Provider in accordance with the Payment Plan.
- 10.2 The Framework Provider shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Payment Plan. All invoices shall be directed to the Authority's officer detailed in the Individual Placement Agreement.
- 10.3 The Authority shall pay the Charges which have become payable in accordance with the Payment Plan within thirty (30) days of receipt of an undisputed invoice from the Framework Provider submitted in accordance with Schedule 10.
- 10.4 Where either party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 19 (Dispute Resolution). Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of twenty (28) days after resolution of the dispute between the parties.
- 10.5 If a party fails to make any payment due to the other party under this framework agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 10.6 The Framework Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this framework agreement. Such records shall be retained for inspection by the Authority for six (6) years from the end of the Contract Year to which the records relate.
- 10.7 Where the Framework Provider enters into a Sub-Contract with a Framework Provider or contractor for the purpose of performing the agreement, it shall cause a term to be included in such a Sub-Contract that requires payment to be made of undisputed sums by the Framework Provider to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the Sub-Contract requirements.

- 10.8 The Authority may retain or set off any sums owed to it by the Framework Provider which have fallen due and payable against any sums due to the Framework Provider under this framework agreement or any other agreement pursuant to which the Framework Provider or any Associated Company of the Framework Provider provides goods or services to the Authority.
- 10.9 If The Authority wishes to set off any amount owed by the Framework Provider to the Authority against any amount due to the Framework Provider pursuant to clause 10.8 it shall give notice to the Framework Provider within thirty (30) days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 10.10 The Framework Provider shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Framework Provider has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Framework Provider.

## **11. FINANCIAL ARRANGEMENTS**

- 11.1 The Authority shall where appropriate and practicable use reasonable endeavours to ensure that service users make appropriate provision for the handling of their financial affairs.
- 11.2 Where it is agreed that the Framework Provider shall handle a service user's financial affairs, or operate a system to assist a service user in the control/administration of small amounts of cash primarily in respect of personal allowances, the Framework Provider shall maintain proper records of all transactions and make the records available for inspection by the Authority, the service user or the service user's representative (where applicable). Where any amount of money is handled by the Framework Provider, the Framework shall set up a separate bank account to manage the service user's financial affairs.

## **STAFF**

### **12. KEY PERSONNEL AND KEY WORKERS**

- 12.1 Each party shall appoint the persons named as such in Schedule 5 (Contract Management) as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who

are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.

12.2 The Framework Provider shall not remove or replace any of the Key Personnel and Key Workers unless:

- (a) requested to do so by the Authority;
- (b) the person is on long-term sick leave;
- (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
- (d) the person resigns from their employment with the Framework Provider; or
- (e) the Framework Provider obtains the prior written consent of the Authority.

12.3 The Framework Provider shall inform the Authority of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified.

12.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than five (5) Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Framework Provider or the Authority becoming aware of the role becoming vacant.

12.5 The Authority may require the Framework Provider to remove, or procure the removal of, any of its Key Personnel or Key Workers (from delivering services) whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.

12.6 If the Framework Provider replaces the Key Personnel or Key Workers as a consequence of this clause 12, the cost of effecting such replacement shall be borne by the Framework Provider.

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

13.1 At all times, the Framework Provider shall ensure that:

- (a) each of the Framework Provider's Personnel is suitably qualified, adequately trained and capable of providing the applicable part of the Services in respect of which they are engaged;
  - (b) there is an adequate number of Framework Provider's Personnel to provide the Services properly; and
  - (c) only those people who are authorised by the Framework Provider (under the authorisation procedure to be agreed between the parties) are involved in providing the Services.
- 13.2 The Framework Provider shall replace any of the Framework Provider's Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Framework Provider's Personnel for any reason, the Framework Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 13.3 The Framework Provider shall maintain up-to-date personnel records on the Framework Provider's Personnel engaged in the provision of the Services and shall provide information (on the Framework Provider's Personnel) to the Authority as the Authority reasonably requests. The Framework Provider shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 13.4 The Framework Provider shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

#### **14. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 14.1 The parties acknowledge that the Framework Provider is a provider of Regulated Activity with ultimate responsibility for the management and control of the Regulated Activity provided under this framework agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 14.2 The Framework Provider shall:
- (a) ensure that all of the Framework Provider's Personnel engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);
  - (b) monitor the level and validity of the checks under clause 14.2 (a) for each member of staff;

- (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 14.3 The Framework Provider warrants that at all times for the purposes of this framework agreement it has no reason to believe that any person who is or will be employed or engaged by the Framework Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 14.4 The Framework Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 14 have been met.
- 14.5 The Framework Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users or children or vulnerable adults.

## **CONTRACT MANAGEMENT**

### **15. REPORTING AND MEETINGS**

- 15.1 The Framework Provider shall provide the management reports in the form and at the intervals set out in Schedule 1 and Schedule 5.
- 15.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 1 and Schedule 5 and the Framework Provider shall, where required (by the Authority) so to do, present its previously circulated Management Reports in the format agreed by the parties.

### **16. MONITORING**

- 16.1 The Authority may monitor the performance of the Services by the Framework Provider.
- 16.2 The Framework Provider shall co-operate, and shall procure that the Framework Provider's Personnel co-operate, with the Authority in carrying out the monitoring referred to in clause 16.1 at no additional charge to the Authority.
- 16.3 The Framework Provider shall facilitate any visits by the Authority's representatives who may wish to meet the Framework Provider's Personnel, see

relevant records and where appropriate observe service delivery first hand. These visits may occur on either a planned or unplanned basis.

## **17. WARNING NOTICES AND INCREASED MONITORING**

- 17.1 Without prejudice to the Authority's other rights or remedies, if at any time the Framework Provider has committed a Default then the Authority may serve a Warning Notice on the Framework Provider setting out the matters giving rise to such notice and containing a reminder to the Framework Provider of the implications of such notice. Any such notice shall state on its face that it is a Warning Notice.
- 17.2 Without prejudice to the other rights or remedies of the Authority, if the Framework Provider receives a Warning Notice, the Authority may reasonably increase its monitoring of the Framework Provider until such time as the Framework Provider has demonstrated, to the reasonable satisfaction of the Authority, that it will perform (and is capable of performing) its obligations under this framework agreement.
- 17.3 The Framework Provider may not increase the Charges to take account of any additional monitoring requirements and shall promptly reimburse the Authority for any additional direct costs reasonably and necessarily incurred by the Authority in respect of any such additional monitoring.

## **18. REMEDIATION PLAN PROCESS**

- 18.1 If the Framework Provider commits a Default and the Default is capable of remedy, the Authority may not terminate this framework agreement without first operating the Remediation Plan Process set out in this clause 16. If the Framework Provider commits such a Default, the Authority shall give a Remediation Notice to the Framework Provider which shall specify the Default in outline and the actions the Framework Provider needs to take with respect to remedying the Default.
- 18.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a Termination Notice pursuant to clause 29.2.
- 18.3 Within fourteen (14) Working Days of receipt of a Remediation Notice, the Framework Provider shall either:
  - (a) submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or



- (b) inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a Termination Notice.
- 18.4 The Authority shall either approve the draft Remediation Plan within fourteen (14) Working Days of its receipt pursuant to clause 18.3, or it shall inform the Framework Provider why it cannot accept the draft Remediation Plan. In such circumstances, the Framework Provider shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority within fourteen (14) Working Days of its receipt of the Authority's comments. If no such notice is given, the Framework Provider's draft Remediation Plan shall be deemed to be agreed.
- 18.5 Once agreed, the Framework Provider shall immediately start work on the actions set out in the Remediation Plan.
- 18.6 If, despite the measures taken under clause 18.4, a Remediation Plan cannot be agreed by the parties, then the Authority may elect to end the Remediation Plan Process and serve a Termination Notice.
- 18.7 If a Remediation Plan is agreed between the parties, but the Framework Provider fails to implement or successfully complete the Remediation Plan by the required remedial plan completion date, the Authority may:
  - (a) terminate this framework agreement by serving a Termination Notice; or
  - (b) give the Framework Provider a further opportunity to resume full implementation of the Remediation Plan; or
  - (c) escalate any issues arising out of the failure to implement the Remediation Plan under the Dispute Resolution Procedure set out at clause 19 (Dispute Resolution).
- 18.8 If, despite the measures taken under clause 18.7(b), the Framework Provider fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 18.9 The Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same Default as had previously been addressed in a Remediation Plan within a period of two (2) months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

## **19. DISPUTE RESOLUTION**

19.1 If a dispute arises out of or in connection with this framework agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this framework agreement, the parties shall follow the procedure set out in this clause 19:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Head of Social Care Commissioning and the Framework Provider's Managing Director or other Senior Manager who shall attempt in good faith to resolve it; and
- (c) if the Authority's Head of Social Care Commissioning and the Framework Provider's Managing Director or other Senior Manager are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later twenty (20) days after the date of the ADR notice.

19.2 The commencement of mediation shall not prevent the parties commencing or continuing proceedings in relation to the Dispute under clause 43 (Jurisdiction) which clause shall apply at all times.

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

20.1 The Framework Provider shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this framework agreement or sub-contract the whole or any part of its obligations under this framework agreement except with the express prior written consent of the Authority, (such consent not to be unreasonably withheld).

20.2 In the event that the Framework Provider enters into any Sub-Contract in connection with this framework agreement it shall:

- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of

any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this framework agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

20.3 The Authority shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

## **LIABILITY**

### **21. INDEMNITIES**

The Framework Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this framework agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this framework agreement or applicable Law by the Authority or its Representatives (excluding any Framework Provider's Personnel).

### **22. LIMITATION OF LIABILITY**

22.1 Subject to clause 22.2, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with this framework agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

22.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this framework agreement.

22.3 Subject to clause 22.4, the Framework Provider's total aggregate liability:

- (a) is unlimited in respect of:
  - (i) any breach of clause 32 (Prevention of Bribery);
  - (ii) the Framework Provider's wilful default; and

(iii) breach of the provisions of clause 24 (Freedom of Information), clause 25 (Data Protection), and clause 26 (Confidentiality).

- (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this framework agreement (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), shall in no event exceed ££200,000 in each Contract Year or, if lower, 100% of the aggregate Charges paid under or pursuant to this framework agreement in the subsequent Contract Year in respect of which the claim arises.

22.4 Notwithstanding any other provision of this framework agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence;
- (c) breach of any obligation as to title implied by statute; or
- (d) any other act or omission, liability for which may not be limited under any applicable law.

## 23. INSURANCE

23.1 The Framework Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than £5,000,000;
- (c) professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

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

- 23.2 The Framework Provider shall give the Authority, on request, copies of the Required Insurances or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.3 If, for whatever reason, the Framework Provider fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Framework Provider.
- 23.4 The terms of any insurance or the amount of cover shall not relieve the Framework Provider of any liabilities under the agreement.
- 23.5 The Framework Provider shall hold and maintain the Required Insurances for a minimum of six (6) years following the expiration or earlier termination of the agreement.

## **INFORMATION**

### **24. FREEDOM OF INFORMATION**

- 24.1 The Framework Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Framework Provider shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Authority all Requests for Information relating to this framework agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
  - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
- 24.2 The Framework Provider acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Framework Provider. The Authority shall take reasonable steps to notify the Framework Provider of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is

permissible and reasonably practical for it to do so but (notwithstanding any other provision in this framework agreement) the Authority shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **25. DATA PROTECTION**

- 25.1 All capitalised words in this clause (unless otherwise defined in this framework agreement) have the meanings ascribed to them in the Data Protection Legislation.
- 25.2 The Framework Provider shall (and shall procure that the Framework Provider's Personnel shall) comply with any notification requirements under the Data Protection Legislation which arise in connection with this framework agreement.
- 25.3 Notwithstanding the general obligation in clause 25.2, where the Framework Provider is processing Personal Data as a Data Processor for the Authority, the Framework Provider shall ensure that it has in place appropriate technical, organisational and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation and the Framework Provider shall:
- (a) process the Personal Data only in accordance with the documented instructions from the Authority which may be specific instructions or instructions of a general nature as set out in Annex 3 of Schedule 10 to this framework agreement or as otherwise notified by the Authority to the Framework Provider (in writing) from time to time and for no other purpose;
  - (b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by the Data Protection Legislation;
  - (c) obtain prior written consent from the Authority in order to transfer the Personal Data to any subcontractors, agents or other third parties for the provision of the Services and oblige by way of contract or other binding legal arrangement any such parties to comply with the same data protection obligations as those set out in this clause 25;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
    - (i) the Authority or the Framework Provider has provided appropriate safeguards in relation to the transfer in

accordance with the Data Protection Legislation as determined by the Authority ;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Framework Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
  - (iv) the Framework Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) take reasonable steps to ensure the reliability of any of the Framework Provider's Personnel who have access to the Personal Data;
  - (f) ensure that the Framework Provider's Personnel without appropriate authority do not have access to the Personal Data;
  - (g) ensure that all the Framework Provider's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 25;
  - (h) ensure that all the Framework Provider's Personnel receive an adequate level of training in data protection;
  - (i) ensure that the Framework Provider's Personnel do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
  - (j) notify the Authority within twenty-four hours if it becomes aware of a breach or alleged breach of the Data Protection Legislation;
  - (k) provide the Authority with full co-operation and assistance in relation to investigating breaches to include inspection of premises and security arrangements if requested.
  - (l) notify the Authority(within two (2) Business Days), if it receives a request under the Data Protection Legislation or a complaint relating to the Authority's obligations and promptly notify the Authority of any breach of the security measures required to be put in place pursuant to this clause 25;
  - (m) provide the Authority with full co-operation and assistance in relation to any complaint or request made under the Data Protection Legislation including by:
    - (i) providing the Authority with full details of the complaint or request;

- (ii) providing the Authority with any information requested by the Authority within the timescales required by the Authority.
- 25.4 The Framework Provider shall, upon reasonable notice, allow officers of the Authority to have reasonable rights of access at all times to the Framework Provider's premises, Framework Provider's Personnel and records for the purposes of monitoring the Framework Provider's compliance with the Data Protection Legislation including its security requirements.
- 25.5 The Framework Provider shall at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of this framework agreement unless the Framework Provider is required by Law to retain the Personal Data.
- 25.6 The provisions of this clause 25 shall apply during the continuance of this framework agreement and indefinitely after its expiry or termination.

## **26. CONFIDENTIALITY**

- 26.1 Subject to clause 26.2, the parties shall keep confidential all matters relating to this framework agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 26.2 Clause 26.1 shall not apply to any disclosure of information:
  - (a) required by any applicable Law, provided that clause 24.2 shall apply to any disclosures required under the FOIA or the EIRs;
  - (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this framework agreement;
  - (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 26.1;
  - (d) by the Authority of any document to which it is a party and which the parties to this framework agreement have agreed contains no commercially sensitive information;
  - (e) to enable a determination to be made under clause 19 (Dispute Resolution);
  - (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
  - (g) by the Authority to any other department, office or agency of the Government; and



- (h) by the Authority relating to this framework agreement and in respect of which the Framework Provider has given its prior written consent to disclosure.

26.3 On or before the Termination Date the Framework Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Authority's employees, rate-payers or service users, are delivered up to the Authority or securely destroyed.

## **27. AUDIT**

27.1 During the Term and for a period of six (6) years after the Termination Date, the Authority may conduct or be subject to an audit for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this framework agreement);
- (b) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
- (c) to review the Framework Provider's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 24 (Freedom of Information) and clause 25 (Data Protection) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Framework Provider in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Authority's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (h) to verify the accuracy and completeness of the Management Reports delivered or required by this framework agreement.

27.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 27 more than twice in any calendar year.

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

27.4 Subject to the Authority's obligations of confidentiality, the Framework Provider shall on demand provide the Authority and any relevant regulatory body (and/or

their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the Framework Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- (c) access to the Framework Provider's Personnel.

27.5 The Authority shall endeavour to (but is not obliged to) provide at least ten (10) days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

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

27.7 If an audit identifies that:

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

## **28. INTELLECTUAL PROPERTY**

28.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Framework Provider or any employee, agent or Sub-Contractor of the Framework Provider:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

- 28.2 The Framework Provider shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

## **TERMINATION EVENTS AND SUSPENSION**

### **29. TERMINATION**

- 29.1 The Authority may terminate this framework agreement in whole or in part (including for the avoidance of doubt, in relation to one or more Lots) with immediate effect or (at its discretion) on the expiry of any period set out in the relevant Termination Notice served on the Framework Provider.
- 29.2 If the Framework Provider is in breach of any material obligation under this framework agreement, provided that if such Default is capable of remedy, the Authority may only terminate this framework agreement under this clause 29.2 if:
- (a) the Framework Provider has failed to submit a Remediation Plan pursuant to clause 18.3(a); or
  - (b) the parties have failed to agree a Remediation Plan in accordance with the Remediation Plan Process; or
  - (c) the Framework Provider has failed to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process; or
  - (d) clause 16.9 applies;
  - (e) the Framework Provider has received more than three (3) Warning Notices in any six (6) month period;
- 29.3 The Authority may terminate this framework agreement in accordance with the provisions of clause 31 (Force Majeure) and clause 32 (Prevention of Bribery).
- 29.4 The Authority may terminate this framework agreement where an Insolvency Event occurs.

- 29.5 Without affecting any other right or remedy available to it, the Authority may terminate this framework agreement at any time by giving six (6) months' written notice to the Framework Provider.
- 29.6 If this framework agreement is terminated by the Authority for cause such termination shall be at no loss or cost to the Authority and the Framework Provider hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause.
- 29.7 The Framework Provider may terminate this framework agreement in the event that the Authority commits a Termination Payment Default by giving thirty (30) days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the thirty (30) day notice period, the Framework Provider's notice to terminate this framework agreement shall be deemed to have been withdrawn.
- 29.8 The parties acknowledge and agree that:
- (a) any breach of clause 6 (Compliance, Health and Safety etc.), clause 14 (Safeguarding Children and Vulnerable Adults), clause 23 (Insurance), clause 24 (Freedom of Information), clause 25 (Data Protection) and clause 26 (Confidentiality); and
  - (b) a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from a substantial portion of this framework agreement or any Individual Placement Agreement.

shall constitute a material Default that is not capable of remedy for the purposes of clause 29.2. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

- 29.9 Where the Authority is terminating this framework agreement for a material Default, it may rely on a single material Default or on a number of (the same or different) Defaults or repeated Defaults that, taken together, constitute a material Default.
- 29.10 Termination of this framework agreement is without prejudice to any other right or remedy available to the parties, including those that have accrued or become due prior to termination.

### **30. SUSPENSION**

- 28.1 Without prejudice to the Authority's rights to increase monitoring under clause 17 (Warning Notices and Increased Monitoring) and/or to terminate this

framework agreement under clause 29 (Termination), the Authority may suspend the Framework Provider's appointment to provide Services in whole or in part to the Authority by giving notice in writing to the Framework Provider if:

- (a) the Authority issues two (2) Warning Notices in any continuous six (6) month period; or

30.2 If the Authority serves notice on the Framework Provider in accordance with clause 30.1 the Framework Provider's appointment to this framework agreement shall be suspended in whole or in part for the period set out in the notice or such other period notified to the Framework Provider by the Authority in writing from time to time. In such circumstances, the Authority may permit the Framework Provider to continue to provide the Services pursuant to some or all existing Individual Placement Agreements, but may suspend the Framework Provider's opportunity to be awarded new Individual Placement Agreements. In the event that the Authority exercises this option, it may at any time suspend the Framework Provider's appointment to provide Services under those existing Individual Placement Agreements.

30.3 The Framework Provider shall not be re-admitted to provide Services under this framework agreement (save (if relevant) in relation to any Individual Placement Agreement which may be continuing pursuant to clause 30.2) until the Authority is satisfied that the matters leading to the Framework Provider's suspension have been addressed by the Framework Provider to the satisfaction of the Authority.

## **31. FORCE MAJEURE**

31.1 Subject to the remaining provisions of this clause 31, neither party to this framework agreement shall be liable to the other for any delay or non-performance of its obligations under this framework agreement to the extent that such non-performance is due to a Force Majeure Event.

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

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this framework agreement; and

- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 31.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 31.4 The Framework Provider cannot claim relief if the Force Majeure Event is one where a reasonable Framework Provider should have foreseen and provided for the cause in question.
- 31.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this framework agreement. Where the Framework Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 31.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this framework agreement. Following such notification, this framework agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 31.7 The Authority may, during the continuance of any Force Majeure Event, terminate this framework agreement by written notice to the Framework Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than thirty (30) Working Days.

## **32. PREVENTION OF BRIBERY**

- 32.1 The Framework Provider represents and warrants that neither it, nor to the best of its knowledge any of the Framework Provider's Personnel, have at any time prior to the Commencement Date:
  - (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 32.2 The Framework Provider shall not during the term of this framework agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

32.3 The Framework Provider shall during the term of this framework agreement:

- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause 32.3(a) and make such records available to the Authority on request.

32.4 The Framework Provider shall immediately notify the Authority in writing if it becomes aware of any breach of clause 32.1 and/or clause 32.2, or has reason to believe that it has or any of the Framework Provider's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this framework agreement or otherwise suspects that any person or Party directly or indirectly connected with this framework agreement has committed or attempted to commit a Prohibited Act.

32.5 If the Framework Provider makes a notification to the Authority pursuant to clause 32.4, the Framework Provider shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with clause 27 (Audit).

32.6 If the Framework Provider is in Default under clause 32.1 and/or clause 32.2, the Authority may by notice:

- (a) require the Framework Provider to remove from performance of this framework agreement any Framework Provider's Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate this framework agreement.

- 32.7 Any notice served by the Authority under clause 32.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this framework agreement shall terminate).

### **33. CONSEQUENCES OF TERMINATION**

- 33.1 On termination of this framework agreement the Framework Provider shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Framework Provider's Authorised Representative shall certify full compliance with this clause 33.1.
- 33.2 The provisions of clause 21 (Indemnities), clause 23 (Insurance), clause 24 (Freedom of Information), clause 25 (Data Protection), clause 26 (Confidentiality), clause 27 (Audit), and this clause 33 (Consequences of Termination) shall survive termination or expiry of this framework agreement.
- 33.3 Termination of this framework agreement shall not affect the validity of any Individual Placement Agreements made pursuant to it.

### **GENERAL PROVISIONS**

#### **34. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this framework agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **35. RIGHTS AND REMEDIES**

The rights and remedies provided under this framework agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

#### **36. SEVERABILITY**

- 36.1 If any provision or part-provision of this framework agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause



shall not affect the validity and enforceability of the rest of this framework agreement.

- 36.2 If any provision or part-provision of this framework agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **37. PARTNERSHIP OR AGENCY**

- 37.1 Nothing in this framework agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute one party the agent of the other party, or authorise one party to make or enter into any commitments for or on behalf of the other party.

- 37.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **38. THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this framework agreement, a person who is not a party to this framework agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this framework agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

### **39. PUBLICITY**

The Framework Provider shall not:

- (a) make any press announcements or publicise this framework agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

(except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction) without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

### **40. NOTICES**

- 40.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

40.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Working Day after transmission.

40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **41. ENTIRE AGREEMENT**

41.1 This framework agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

41.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this framework agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this framework agreement.

#### **42. GOVERNING LAW**

This framework agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **43. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this framework agreement or its subject matter or formation (including non-contractual disputes or claims).

**44. VARIATION**

No variation of this framework agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

This framework agreement has been entered into on the date stated at the beginning of it.

Signed by the London Borough of  
Sutton acting by and under the  
signature of:

Name: Terry Clark

Position: Head of Social Care  
Commissioning.



.....

Signature

Signed by Abiding Limited acting  
by its director or Authorised Officer

.....

Director/Authorised Officer

Name:

Position:

## Schedule 1 Service Specification

### 1. INTRODUCTION

- 1.1. The London Borough of Sutton Children's Trust Board has set a vision for all:

*"Children and young people in Sutton to be happy, safe and healthy within resilient families and for them to grow up with the skills, knowledge and attributes they will need to confident, independent and ready for adult life."*

- 1.2. When children and young people have been placed in care voluntarily by parents or children's services may have intervened because a child was at significant risk of harm, Sutton Council, as Corporate Parent, becomes responsible for achieving this vision for the children and young people.
- 1.3. As Corporate Parent, Sutton Council needs to ensure children and young people are safe, happy and have the best possible outcomes, **as any other parent would look to provide for their child.**
- 1.4. For some of our young people a semi-independent placement provides the opportunity to develop independent living skills and achieve outcomes, while also receiving the support required.
- 1.5. Sutton Council is committed to ensuring that when a Semi-Independent Placement is required, young people have a wide range of options to meet their needs and are only accessing the highest quality services.
- 1.6. To meet this commitment, Sutton Council is developing a framework agreement, and is inviting Semi-independent Accommodation providers (herein referred to as Framework Providers) to join this framework agreement.
- 1.7. This Service Specification sets out Sutton Council's vision and expectations for the semi-independent services providers appointed to this framework agreement.
- 1.8. This framework will provide placements for looked after children (over the age of 16 years) and care leavers (herein referred to as Looked after children and young people).

#### **Our vision for Looked after Children Placements**

- 1.9. The London Borough of Sutton has a vision for placements so that:

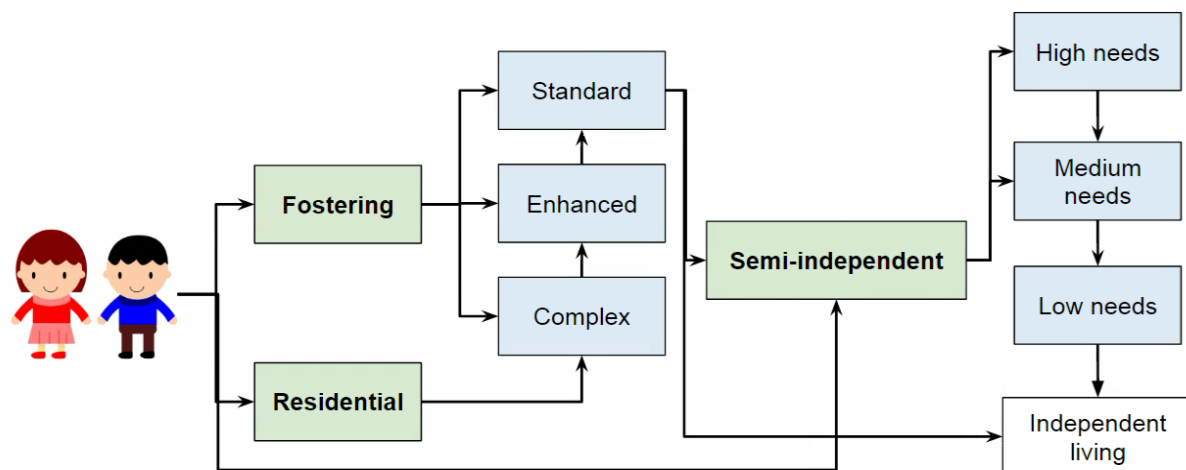
*Placements for Sutton's looked after children and young people will provide them with the right support, care and attention, from the right people, at the right time, all of the time, in order for them to achieve their full potential and aspirations*

1.10. The London Borough of Sutton believes the delivery of this vision is underpinned by the following principles:

- **Principle 1 - The child is at the centre throughout** - For our looked after children to achieve their outcomes, the child must remain at the centre of the placements process.
- **Principle 2 - Well-planned placements** - For successful placements and outcomes to be achieved, all placements will need to be well-planned and rigorously reviewed.
- **Principle 3 - Seamless journey for the child** - Our looked after children deserve and require a stable journey from when they enter care to when they leave care.
- **Principle 4 - Choice and flexibility** - To meet the needs and achieve the outcomes for our children and young people, Sutton Council will require a wide range of choice and flexibility in the placement pathway for children and young people
- **Principle 5 - Outcome-focussed** - To give children and young people the best chance, placements need to be commissioned on an individual basis and on the outcomes that need to be achieved.
- **Principle 6 - Collaborative working with the market** - To achieve our vision, Sutton Council will need to work with the market, at the strategic and individual level to ensure children have access to the services they require.

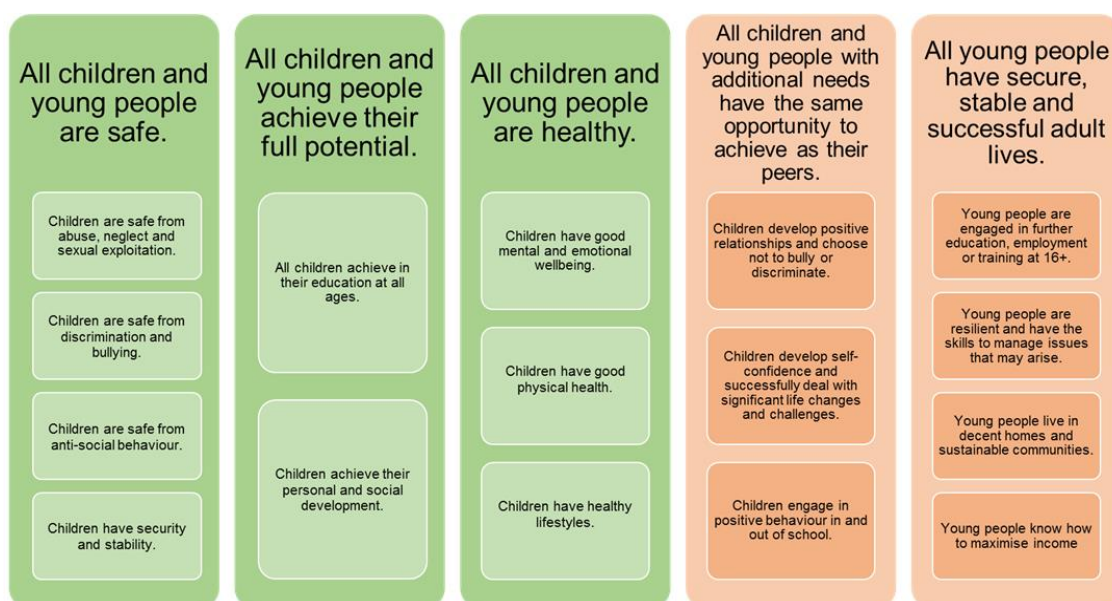
### **Placement Pathway**

1.11. To achieve the principle of a seamless journey for the child (Principle 3), a Placement Pathway has been developed. The aim of this Placement Pathway is to visually display the placement pathway for the children and young people, as shown below:



## Expected Placement Outcomes

1.12. Following Principle 5 (outcome focussed placements), an outcomes framework has been developed. This has been summarised in the following diagram:



## 2. FRAMEWORK STRUCTURE

2.1. The aim of the Semi-Independent Accommodation Framework is as follows:

- Ensure young people are accessing the services required to move towards independent living and successful adult lives.
- Set a clear expectation on the type and quality of the service that Framework Providers are expected to deliver, to ensure our

young people are only being placed with the best quality Framework Providers.

- Provide options and step-down services for young people with more challenging needs.
- Improve our understanding of the market and the range of services available for our young people
- Ensure that when we commission placements for our young people that they are based on outcomes, as well as need.
- Set out a clear expectation on the type and quality of the service that Framework Providers are expected to deliver.

2.2. To achieve this aim, the framework will be made up of two lots:

- Lot 1 - Reducing need and developing independence (High needs)
- Lot 2 - Developing independence (Low and medium needs)

2.3. These lots follow the Placement Pathway (see 1.11) and aim to ensure the transition of young people to successful and sustainable independent living as adults.

2.4. As the aim of this framework is to ensure young people's level of need decreases, while maintaining stability and consistency, Framework Providers in the following lots would be required to provide the following placements:

	<b>Types of placements</b>		
<b>Lots</b>	<b>High need</b>	<b>Medium need</b>	<b>Low need</b>
<b>Lot 1 - Reducing need and developing independence</b>	X	X	X
<b>Lot 2 - Developing independence</b>		X	X

- 2.5. However, we will also accept tenders from tenderers in both Lots that are not able to provide all the step down placement types. However, these placements should be focused on reducing the need and supporting the young person to develop their independence.
- 2.6. Within both lots, Social Workers will decide when a young person will step down to another placement (i.e. from a high need to a medium need placement). This will be based on whether the young person's outcomes are being achieved and the needs are reducing. This decision will be in consultation with the young person and the Framework Provider. The Framework Provider will be able participate in this process through the sharing of the information they have gathered and any assessments they have conducted.
- 2.7. The decision to step-down will also take into consideration whether the withdrawing or reduction of services will negatively impact the long-term outcomes for the young person.

#### **Placement Criteria**

- 2.8. The lots through which the placements will be made will be dependent on the desired outcomes and needs of the young person, and will be determined by the Social Workers and the Placements Team at Sutton Council. However, there may also be occasions when Sutton Council may approach all Framework Providers. This may be when the London Borough of Sutton would like to explore the range of potential placements available and when there is the need to develop a bespoke placement package.
- 2.9. For each of the placements, the following identifies the level of need of young people in each of the placement types:

Type of placement	Description	Example of basis of need
<b>High need placement</b>	<p>A high need placement may be needed for a young person as they have a specialist or a high need.</p> <p>For these young people the development of the independent living skills is unlikely to be of a priority, as there will be other needs and priorities.</p>	<ul style="list-style-type: none"> <li>• Child Sexual exploitation</li> <li>• Gang affiliation</li> <li>• Mental health issues</li> <li>• Self-harm</li> <li>• Learning difficulties</li> <li>• Drug dependency</li> <li>• Little to no independent living skills</li> </ul>



	<p>Over time, it is anticipated that the support provided by the Framework Provider would reduce the level of need, and enable the young person to begin their journey to developing their independent living skills.</p> <p>It is also anticipated that our young people aged 16 /17 years would be initially placed in a high needs placement.</p>	<ul style="list-style-type: none"> <li>• Youth offending or on remand placement</li> <li>• Low levels of engagement.</li> </ul>
<b>Medium need placement</b>	<p>The young people in a medium need placement will be able to evidence some level of independent living skills but will require support across most areas.</p> <p>These young people may also have a historic high need or vulnerability.</p>	<ul style="list-style-type: none"> <li>• Support to secure and maintain education, employment and training</li> <li>• Limited independent living skills</li> </ul>
<b>Low need placement</b>	<p>The young people in a low need placement will have a higher level of independence compared to those in a high or medium placement, and would be preparing for the next step of independent living.</p> <p>These young people will have a sense of direction and clear plan, and just the need the support to help this be realised.</p> <p>These young people are also likely to be older (18+), and therefore, will have a wider level of independence.</p>	<ul style="list-style-type: none"> <li>• Support to secure and maintain education, employment and training</li> <li>• Support required on a number of independent living skills.</li> </ul>

### 3. GENERAL REQUIREMENTS

- 3.1. Across all of the lots, Framework Providers will be required to adhere to the following requirements.

## **Legislative and Policy Requirements**

- 3.2. All Framework Providers shall work within the London Child Protection Procedures (2017) and 'Working Together to Safeguard Children' (2015) and all other relevant guidance and regulations for the effective safeguarding and protection of children at risk of abuse and neglect.
- 3.3. In addition to the requirements set out in this specification, the Framework Provider shall conform to any relevant current and future legislation and guidance. In the provision of the Services, it is the responsibility of the Framework Provider to be aware of all relevant legislation and guidance and to ensure compliance with it, to include (but not limited to) the following:
- Children Act 1989
  - Children Act 2004
  - Children and Young Persons Act 2008
  - Children and Families Act 2014
  - The Children (Leaving Care) Act 2000;
  - Care Standards Act 2000;
  - Every Child Matters Outcomes;
  - Care Act 2014
  - Human Rights Act (1998);
  - The Housing Act 2004;
  - The Housing (Management of Houses in Multiple Occupation) Regulations 1990;
  - The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006;
  - Public Health/Building Acts 1936-84;
  - Fire Precautions Act 1971;
  - Furniture and Furnishings Fire Safety Regulations 1988 as amended 1989 and 1993;
  - All other national and local housing safety and standards of housing regulations.
- 3.4. Sutton Council has open policies on information held concerning service users, in accordance with the Data Protection Legislation access to records requirements. The Framework Providers shall ensure that information held in relation to children and young people is made available to Sutton Council or their authorised representatives identified to the Framework Provider from time to time.
- 3.5. The Framework Providers shall assist Sutton Council in meeting all its obligations under the Freedom of Information Act 2000.

- 3.6. The Framework Providers shall recognise the need for confidentiality within the content of a clear operational policy having regard to the Data Protection Legislation, the Human Rights Act 1998 and any successor legislation and any other information sharing agreements that Sutton Council may expect the Framework Provider to enter into from time to time.

### **Principles**

- 3.7. Across all lots, regardless of placement type, Framework Providers will be required to **provide the support that all young people need to develop and lead a happy and fulfilling successful life.**
- 3.8. Framework Provides will also need to ensure that:
- All young people are happy, healthy, safe from harm and able to develop, thrive and fulfil their potential.
  - The young people placed with them are first and foremost seen as individuals.
  - Young people are treated with respect and dignity, recognising their individual needs influenced by, age, ethnic / national origin, cultural, linguistic, social and religious background and sexual orientation, irrespective of learning and / or physical disabilities.
- 3.9. In addition, the Framework Provider shall:
- Ensure that information and mementoes are collected to help with the Life Story planning for the child or young person.
  - They work with Sutton Council to ensure the appropriate level of care and support for each young Person is provided.
  - They work with Sutton Council to understand the young Person's sense of the world and will incorporate this knowledge into the planning and delivery of services.

### **General Activities**

- 3.10. Sutton Council aims to be outcome focussed when identifying suitable placements for our young people.
- 3.11. The following identifies the general activities that we would anticipate taking place for each young person, across each of the lots:

Outcomes	General Activities
All young people are safe	<ul style="list-style-type: none"> <li>• Young people are encouraged and promoted to speak out and communicate with those around them, with the aim of ensuring they are able to share concerns or experiences that may be troubling them.</li> <li>• There is a balanced risk taken to caring for the young person.</li> <li>• Absences and missing young people are reported, following the <u>Sutton LSCB multi-agency missing children and young people protocol</u>.</li> <li>• Young people are guided and supported to access and use the internet and mobile phones safely and securely.</li> <li>• Young people are supported to claim the appropriate benefits, when they reach the appropriate age, and have an understanding of how to avoid sanctioning of benefits and what to do if this does happen.</li> <li>• Young people are supported to use public transport independently and with confidence</li> <li>• Unaccompanied asylum seeking children are supported to attend the appropriate meetings and complete the necessary documentation for the Home Office and Legal Services.</li> </ul>
All young people achieve their full potential	<ul style="list-style-type: none"> <li>• Framework Providers identify and understand the interests of the young person, and how these may be used to explore and identify potential education and employment opportunities.</li> <li>• The young person is supported to enrol and access the appropriate education and training services, in line with the Care Plan.</li> <li>• The young people is guided and supported to develop a CV, with a focus on ensuring they are able to independently update this in the future.</li> <li>• The young person is guided and supported to secure sustainable employment or relevant work experience.</li> <li>• The accommodation provides an environment that enables, motivates and encourages the young person to complete homework and other independent study.</li> <li>• Promote and enable the young person to socialise and build positive relationships with peers.</li> <li>• Encourage the development of hobbies and interests</li> <li>• Framework Providers support and enable the development of healthy relationships within the house, through group activities and events (within and outside of the house).</li> </ul>
All young people are healthy	<ul style="list-style-type: none"> <li>• All young people are registered with a GP, Dentist and optician, and attend all necessary appointments.</li> <li>• Where needed, young people attend health checks and health appointments.</li> <li>• Young people are encouraged and supported to take part in regular physical activity, suitable to the age and ability of the child or young</li> </ul>

	<p>person.</p> <ul style="list-style-type: none"> <li>• Young people receive the information, advice and support to have healthy and balanced diet, with the opportunity to try new foods.</li> <li>• The young person has good personal hygiene habits, including the washing of their clothes, bed linen and towels, etc.</li> <li>• Provided with the information, advice and support to learn about sexual health and healthy relationships (appropriate to their age).</li> <li>• Any concerns regarding development are shared with the Social Worker and relevant professionals.</li> </ul>
All young people have secure, stable and successful adult lives	<ul style="list-style-type: none"> <li>• Through the Key Work sessions, the young person is actively encouraged and supported to discuss their options for the future and the development of ambition and aspirations.</li> <li>• All young people are provided with the guidance and support to develop practical independent living skills, such as cooking, cleaning, etc.</li> <li>• Guidance around budgeting, including spending, saving and finding good deals.</li> <li>• Guidance around housing options and maintaining a tenancy</li> <li>• The young person develops and improves their timekeeping, and can evidence this through, waking up in the morning and keeping appointments.</li> <li>• The young person is advised on paying utility bills, and how to identify the best deal.</li> <li>• The young person knows and is confident in applying for the relevant personal documentation, such as passports and driving licence</li> </ul>

### Key Work Support

3.12. All young people, regardless of their placement type, will have an allocated Key Worker.

3.13. The role of the Key Worker is to:

- Develop and build a relationship with the young person
- Ensure the welfare of the young person; and raise any concerns regarding progress or safeguarding issues with the appropriate management channels and the young person's allocated social worker.
- Identify, discuss and understand the young person's aims, hopes and ambitions for their future and what opportunities this may lead to in relation to education and employment.
- Provide support and information to the young person, on a wide range of issues and areas, as highlighted in the Care Plan and by the young person.

- Signpost and support the young person to access any additional services that may so be required, including mental health services.
  - As per the Care Plan, support, enable and prepare the young person to achieve independence by providing appropriate information, opportunity, training, mentoring and support.
  - Advise the young person on meeting their personal care needs sensitively and appropriately, including personal hygiene, assistance with laundry, preparing meals and budgeting.
  - Assist the young person with identifying and pursuing potential paid or unpaid employment and / or education by discussing and identifying the range of options.
  - Guide the young person on maintaining and developing a range of positive and healthy relationships with friends and other members of the community.
  - Assist in implementing and reviewing of care plans.
  - Update the Social Worker on a regular basis, on the progress and development of the young person.
- 3.14. The young person will have contact and support with their Key Worker through Key Work sessions. The number of sessions a young person receives will be dependent on their placement type and needs.
- 3.15. The majority of the Key Work sessions will be delivered through one-to-one sessions. However Key Work sessions can also be delivered in a group setting, but this should only be when it is part of achieving an outcome or addressing a need, and in these cases the Key Worker should not be supporting any other young people.
- 3.16. Framework Providers will be responsible for identifying and allocating the appropriate Key Worker for each young person. As part of this, Framework Providers will need to consider the skill of the Key worker and the needs of the young person.
- 3.17. Framework Providers will need to identify a Key Worker at point of responding to referral, to help the Social Worker and Placements Team assess the suitability of the match.
- 3.18. The number of Key Work sessions a week will be dependent on the type of placement. We would anticipate the following, for each type of placement:

<b>Type of placement</b>	<b>Number of key work hours per young person, per week</b>
High need placement	Minimum 15 hours a week
Medium need placement	Minimum of 10 hours a week
Low need placement	Approximately 5 hours a week.

- 3.19. There may also be occasions where additional Key Work sessions are to be purchased to support a young person. This may be when a young person has particularly high needs or when the young person is transitioning to independent living. This will be decided on a case-by-case basis, with the details shared at the point of referral to the framework providers.

### **Staffing Requirements**

- 3.20. Framework Providers will adhere to and comply with all existing and future rules, regulations and requirements regarding employment and recruitment, including those Legislative and Policy Requirements set out in this Service Specification.
- 3.21. All Framework Providers will ensure that staff and people engaged by them in supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 3.22. They will ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS) or any successor agency.
- 3.23. All staff will have regular supervision and an annual performance appraisal, which should include the identification and planning of training and development.
- 3.24. There should be the minimal use of agency or bank staff within the home and no agency / bank staff used as Key Workers for the young people.

### **Staffing Competencies**

- 3.25. The following outlines the competencies of all the staff working with the young people:

- **Dynamic and creative** - All staff will need to be dynamic, as to fully engage the young people. This will be particularly pertinent for those staff working directly and indirectly with young people that may be difficult to engage and those in high need placements.
- **Consistent** - As many of the young people may have experienced a lack of stability in their younger lives, it is vital that staff are able to provide the level of consistency for the young person. This means that staff will need to be on time and follow through on the actions agreed with the young person.
- **Able to listen** - All staff will need to listen to what young people say, and also what they do not say. This also involves acting on what the young person has shared.
- **Good communication skills** - All staff will need to be able to communicate with the young people. This involves having an understanding of their world, being able to listen and to engage those that may be hard-to-reach.
- **Empathetic** - All staff will need to be empathetic towards the young people they are supporting. This means that they take the time to know and understand the young person, and are able to respond accordingly.
- **Patient** - Staff will need to be patient. This patience will need to be in regards to challenging behaviour, development of skills and allowing the young person to develop their own thoughts and ideas.
- **Adult role-model** - All staff will need to exhibit the qualities of being an adult role model to the young people. This means they are setting an appropriate example to the young people, through their behaviour, actions and how they communicate with other people. It will also require staff to ensure there is a clear boundary between friend and staff.
- **Outcome focussed** - As our aim is to improve the outcomes for the young person, all staff will need to ensure that they are focussed on improving the outcomes. This means that they will need to be focussed on building independence, not dependency.

- 3.26. Appendix item 1 provides further details on the roles and responsibilities of the Framework Provider, including the Key Worker, and other key individuals (including Sutton Council and the young person).
- 3.27. Records
- 3.28. Framework Providers are required to store up-to-date records for each individual young person placed with them. It will be the responsibility of



the Framework Providers to ensure their information and records are up to date

- 3.29. These records should include, as a minimum:
- A grab pack, for if the young person goes missing or absconds
  - Information on the young person, including their name, description, contact details, details on a medical requirements and the name and contact details of the allocated Social Worker. If possible, also the names and contact details of any friends and family the young person is in contact with.
  - Summary of the Key Work sessions, and the progress against the outcomes.
  - Record of any other relevant information and interactions with staff
  - Visitors and guests for each young person
  - Records of absconding and missing episodes, following the London Borough of Sutton Missing Protocol.
  - Details on any notifiable events
- 3.30. This information is to be stored electronically in a systematic and organised manner, to ensure information and records can be gathered quickly or in a time of emergency.
- 3.31. Framework Providers are responsible for ensuring that all relevant staff are aware and have access to the relevant information regarding each of the young people they are supporting.
- 3.32. The information should be stored following the Data Protection Act 1998, and all other relevant and future legislation.
- 3.33. When the young person moves placement or transitions to independent living, all records will need to be transferred and shared with the Social Worker and, if relevant, the new placement provider.
- 3.34. Communication
- 3.35. Throughout all the placements, the Framework Provider will be required to provide regular updates on the progress for the child or the young person. This will need to include the following:
- Regular progress updates on the child or young person. This is likely to be monthly, but on occasions where, agreed on the outset, there are higher levels of risk or vulnerability these could be requested more regularly, such as weekly.
  - Progress reports ahead of the statutory reviews, which are to be sent five working days ahead of the meeting.

- Notification of any absences or missing children or young people, following our Missing Children Policy and Procedure.
- 3.36. The Framework Provider will also be required to be transparent and open about the sharing of any allegations or complaints regarding any staff members for London Borough of Sutton placed young people, regardless of whether or not these were made by a London Borough of Sutton young person.

#### **4. PLACEMENT SPECIFIC REQUIREMENTS**

- 4.1. For each of the three different types of placements, there are a number of specific requirements. These are, as follows:
- 4.2. High need placements
- 4.3. A high needs placements may be commissioned for a young person who requires a specialist and higher need of support. This may be due mental health issues, substance misuse, gang affiliation or an on remand placement.
- 4.4. It is also anticipated that the majority of our young people 16/17 years in a semi-independent would be placed in a high needs placement.
- 4.5. These young people will receive a minimum of 15 hours of Key Work sessions a week. Over time it is anticipated that the number of Key Work sessions a week would reduce, and the young person would step down into a medium need placement, and eventually a low need placement. Where needed, additional Key Work support hours may be purchased to sustain the placement, such as for a remand placement
- 4.6. In addition to the requirements set out in Paragraph three (3), Framework Providers will be required to:
- Provide 24/7 staffing at the accommodation
  - Deliver the specialist support for the young person, as set out in the individual placement agreement.
- 4.7. For those young people on a remand placement, Framework Providers would be required to follow the placement plan, along with the bail conditions, which could include (but is not limited to):
- Higher level of reporting on the whereabouts and behaviour of the young person
  - A high level of monitoring and knowing where the young person is
  - Attending court with young person,
  - Attending YOT appointments,
  - Following the necessary safety plans put in place by the Council.

- 4.8. Medium needs placement
- 4.9. A medium needs placement may be commissioned for a young person that has begun their journey to independent living. However, they may have limited skills in this area and may also not currently be in employment, education or training. They are also likely to be on a journey, having recently been in a high need placement, and therefore have a historic need and / or vulnerability.
- 4.10. These young people will receive a minimum of 10 hours Key Work sessions a week. Over time it is anticipated that the young person would step down to a low need placement, and therefore there would be a reduction in the number of Key Work sessions per week.
- 4.11. In addition to the requirements set out in Paragraph three (3), the Framework providers will be required to:
- Accommodation to be staffed through the day. This will need to include supporting the young people in the morning, during the day and in the evening (See 5.4 for further details).
  - Staff must also be on site on a minimum of three nights a week (See 5.4 for further details).
- 4.12. Low needs placement
- 4.13. A low needs placement will be commissioned for young people that are beginning to prepare for independent living. These young people are likely to have a clear idea of what they are looking to do, and are currently, if not already, in the process of making this happen.
- 4.14. These young people will receive a minimum of five (5) Key Work support hours a week. It is anticipated that there may be a requirement for increased hours at certain points of the young person's journey, such as to help the young person prepare for making the move to independent living.
- 4.15. In addition to the general requirements set out above, the Framework Providers will be required to:
- Offer a level of flexibility in the location of the delivery of support, such as in the young person's home.
  - Provide a 24/7 emergency call out service for the young people
  - Offer an emergency call out service for young people that have transitioned to living independently.

## 5. ACCOMMODATION REQUIREMENTS

- 5.1. Geographical Location
- 5.2. All Framework Providers will make available to the young people, accommodation in the Greater London area or within a 20 mile radius of the London Borough of Sutton. Where possible, the preferable option being in the geographical neighbouring authorities to the London Borough of Sutton (i.e. London Borough of Croydon, Royal Borough of Kingston-upon-Thames and the London Borough of Merton).
- 5.3. The location of accommodation will be a key consideration for each referral. In order for a placement to be agreed, the location must meet the needs of the young person. This will be decided by the Placement Officer managing the referral and the young person's allocated Social Worker.
- 5.4. Quality of accommodation
- 5.5. All accommodation is required to be of high quality. Appendix item 2 provides details on the quality standards for all the accommodation types.
- 5.6. Staffing of properties
- 5.7. All properties will be required to have a designated level of staffing for each property. This is to ensure that all young people are placed in the right placement, for their needs.
- 5.8. For the purposes of this tender, the London Borough of Sutton has defined these as:

Placement Type	Level of staffing	Description
High need	24/7 staffing	These properties will have staff on site 24 hours a day, seven days a week. The staff should be on hand to deal with any issues or emergencies at all times.
Medium need	Day and staffing staffed	These properties will be staffed for 16 hours a day. The hours of this support may need to be flexible to respond to the needs and support requirements of the young person (i.e. if a young person requires

	three (3) nights a week	support to wake up in the mornings for education or employment). There will also be a requirement to provide staffing for a minimum of three nights a week and will cover the period not covered in the 16 hours day cover. This can be as sleep-in. The staffed nights will be determined by the the young people and their needs.
Low need / transitioning	Call-out / spot-checking staffing	These properties will not have staff based in the accommodation, except for the Key Work sessions. However, these young people will require the option to call staff if there is an emergency and there may also be the need for staff to spot-check or provide floating support for young people living independently.

5.9. Property size and type

5.10. In line with best practice and our experience, Sutton Council aims to utilise smaller property units for semi-independent living placements for our young people. We believe this allows for a more tailored service to meet the needs of each individual and provides an accommodation experience which is closer to the experience of their peers.

5.11. The London Borough of Sutton defines different property sizes for semi-independent living placements as follows:

Property size category	Number of units
Small Property	1 – 3 beds
Medium Property	4 – 7 beds
Large Property	8 – 10 beds
Extra Large Property	11 or more beds

5.12. The London Borough of Sutton defines different types of accommodation for semi-independent living placements as follows:

<b>Accommodation type category</b>	<b>Description</b>
Shared house	Young person has their own bedroom but shares a kitchen / bathroom and possibly a lounge.
Bedsit	Young person has own room that contains room for a bed, a kitchenette and possibly a bathroom cubicle.
Studio	Young person has a living space which will accommodate a bedroom space and some form of lounge space for a sofa. The studio will have its own kitchen and bathroom.
Self-contained apartment	Young person has own bedroom, kitchen, bathroom and possibly a lounge.

- 5.13. The type of accommodation is not fixed to a specific placement type. However, the accommodation type will be considered for the suitability for each young person.
- 5.14. When submitting a tender, all tenders will be required to provide the details on each of the accommodation available to the London Borough of Sutton, including details on the size and accommodation type.
- 5.15. If appointed Framework Providers wish to add additional properties onto the framework, they will be able to do so at set intervals throughout the year. These intervals will be determined after the framework is operation, however we anticipate this being at least twice a year. There may be occasions where this increases, if Sutton Council is experiencing an increase in demand for semi-independent placements.
- 5.16. Where Framework Providers wish to add additional properties onto the framework, they will be expected to complete the commercial workbook for the specific Lot of the framework. The prices proposed for the property will be assessed against market data for the location of the property. If the prices submitted are not in line with the market data available to Sutton Council, the Framework Provider will be required to re-submit prices. Prices submitted for these properties will be fixed for the remainder of the framework as set out in paragraph 8.

- 5.17. Occupation Status
- 5.18. Framework Providers should consider the most appropriate occupation status for the type of accommodation assigned to the young person.
- 5.19. The anticipated occupation status options include:
- Licence
  - Non-secure licence
  - Non-secure tenancy
- 5.20. The Occupation status that should be considered by the Provider when assigning / allocating the type of accommodation are:
- Licences and whether there is a requirement for Deed of Trusts for the 16/17 year olds concerned; or
  - Non-secure licence and non-secure tenancies for young persons aged 18 plus.
- 5.21. Framework Providers will be required to demonstrate how occupation status in relation to the type of accommodation would be assessed in respect of 16/17 years old and those young persons who are 18 plus.
- 5.22. Framework Providers should at no point issue an assured tenancy to any placed young person.
- 5.23. Framework Providers will issue the appropriate licence or tenancy agreement to each young person at the start of the placement, which will also include discussing the agreement with the young person, to ensure they are fully aware of the agreement.
- 5.24. Framework Providers should ensure that they have taken relevant legal advice in relation to the Occupation Status that is conferred on each young person placed by Sutton Council.
- 5.25. The Framework Provider will be responsible for ensuring that it complies with the provisions of the Protection from Eviction Act 1977, in particular to ensure that where relevant to the type of agreement granted that not less than 4 weeks written notice of termination is given to the Occupant.
- 5.26. Framework Providers shall inform Sutton Council of any potential issues that arise and could lead to eviction at the earliest opportunity.
- 5.27. Where potential issues have been identified, the Framework Provider and Sutton Council will then work together with the young person to minimise the risk of placement breakdown. It is expected that Framework Providers will only evict a young person as a last resort, once all options have been exhausted to maintain the placement.

- 5.28. If an eviction is unavoidable, the Framework Provider will give adequate notice of not less than 4 weeks' notice to Sutton Council and the young person, along with written evidence and documentation of all the work undertaken with the young person to prevent the eviction.

## **6. REFERRAL, MOVING IN AND MOVING ON PROTOCOLS**

### Referrals

- 6.1. The Council will make placements following the process outlined in the 'Placement call-off guidelines'.
- 6.2. Framework Providers will be required to have the processes and systems in place to receive electronic and telephone referrals, including out of hours referral service.
- 6.3. Sutton Council intends for most placements to be planned, however there may be occasions where an emergency placement is required. Framework Providers are required to identify on the Commercial Workbook the properties that would be willing to accept emergency referrals.
- 6.4. Where possible, Placement Planning meetings should take place before the placement starts to agree the outcomes to be achieved and details regarding the placement and the young person. Where this is not possible for the meetings to take place prior to the placement starting, the meetings will normally take place within five days of the placement starting.

### Moving in

- 6.5. When the young person moves in, they should receive the following:
- Introduction to other residents (as appropriate);
  - Clear instructions regarding health and safety in the property;
  - Introduce the young person to key features of the property and their room, including the use of household appliances, utilities and meters.
  - Ensure that the young person has adequate food, supplies and knowledge of local amenities for the next 72 hours;
  - Provide a welcome pack, detailing key information on the accommodation, local area and the support provided. This will also need to include the key contact details of the staff and their Key Worker.
- 6.6. Within 24 hours of each young person arriving at a new placement, the Provider shall:



- Hold a discussion with the young person to agree house rules, conditions of placement and security;
  - Identify and provide the young person with the name and relevant contact details of their key worker.
- 6.7. Within 72 hours of each young person arriving at a new placement, the Framework Provider shall:
  - Hold an initial key worker / placement planning session to include discussion on outcomes, young person's interests and skills, and benefit applications;
  - Develop an individual support plan in conjunction with the young person, which is signed and dated by the Provider and young person. This should involve the local authority allocated case holder and reflect the young person's Pathway plan;
  - Agree a plan and clear timescales for the young person's transition to independent living, including key move-down and move on stages.
- 6.8. During the first four weeks following a young person's arrival at a new placement, the Provider shall:
  - Ensure an enhanced level of key work support to enable successful move in;
  - Focus on one or two key priority outcomes to ease a young person into the supported accommodation placement.
- 6.9. Leaving a placement or transitioning
- 6.10. A young person may leave a placement due to a placement breakdown or due to a planned placement move to another placement or to independent living.
- 6.11. In all of these circumstances, Framework Providers will be required to:
  - Maintain regular contact with the Social Worker throughout the process.
  - With the Social Worker, ensure the young person receives the correct and timely information regarding the next steps.
  - Engage with the young person to ensure they are fully heard and considered through the process.
  - Provide the necessary information, records and paperwork to the Social Worker and / or new placement provider
  - With the young person, visit the new placement or home and the local area.
- 6.12. When transitioning to independent living, Framework Providers will be required to:

- Support the young person to access the necessary services ahead of the move, such as securing the correct benefits, etc
- Ahead of the move, it may be a requirement for additional support work, to help prepare the young person for this transition
- If agreed with the Social Worker and Placements Team, provide a smooth transition by visiting or supporting the young person in their new home.

6.13. Ending a Placement

6.14. If a decision is made to end the placement for whatever reason, all framework providers must comply with care planning regulations, if applicable.

6.15. In all cases of when a placement ends, Framework Providers will work with Social Workers, to discuss with the young person the reasoning for the ending of the placement and what will happen next.

6.16. Further details regarding notice periods can be found in Schedule 10 of the Framework Agreement.

## **7. Placement fees**

7.1. The following accommodation based costs shall be included in the core cost of the service in Lots 1 and 2.

- Lease / Mortgage – All costs associated with financing buildings used for the Provider's services including leasing and mortgage related costs
- Insurance – All costs associated with all relevant and adequate insurance is in place.
- Business rates – All Business Rates and taxes associated with delivering the service.
- Utility costs – The Framework Provider shall be liable and responsible for the payment of all utility costs/bills and other charges levied at/on a property, including council tax (where applicable), water rates, gas, electricity, fuel bills and general charges.
- Central management costs – All costs associated with the management of the service including any central service charges for IT, health and safety, human resources, finance and accountancy, recruitment, training, DBS checks and vetting, and other checks.
- Night time staffing – All costs associated with providing appropriate shared support at night time on a sleep-in or waking night basis dependent on the size of service and Lot requirements.

- Staff travel – All staff travel related to the delivery of the service within 20 miles of the address of the accommodation where a young person is placed.
- Internet – The Provider shall provide internet access for young people.
- TV Licensing – The Provider shall purchase a television licence for the property where a television is provided in a communal area/s of the property.

## 8. Framework prices

- 8.1. Tenderers are required to submit commercial information as set out in the Commercial Workbook.
- 8.2. The prices that are submitted against the relevant property and the cost of support are combined to give a total placement fee for the Young Person.
- 8.3. Prices entered into the Commercial Workbook and submitted as part of the Tenderer's offer are then fixed for the duration of the framework.
- 8.4. Tenderers are required to provide the following costs, demonstrating the breakdown for the placement fee:

Costs	Description
Rent	Costs that are related to the payment for the mortgage or lease of the home
Eligible Service Charge	Costs that are related to payment for the maintenance and management of the home
Personal Service Charge	Personal heating and hot water and personal water rates.
Support Costs	Refer to the cost of for delivering the required hours of Key Work Support and the general staffing of the accommodation.

8.5. Liability for each element of the Placement Fee

**8.6. Rent and Eligible Service Charge**

8.7. The rent and eligible service charge are the main responsibility of the young person placed, as part of their plan for independence. The sum of any liability should be contained within their Occupation Status Agreement.

8.8. Where a placed young person is aged 16 / 17 or has no recourse to public funds, Sutton Council will be liable for rent and eligible service charge in full.

8.9. For those young people that are eligible for Housing Benefit, Framework Providers should ensure that the young person claims this. Sutton Council recognises that the sum of the Housing Benefit may not be sufficient to cover the full cost of the rent and eligible service charge. In these cases Sutton Council will pay the remaining rent and eligible service charge on behalf of the placed young person.

8.10. Where a young person is entitled to Housing Benefit but does not claim or is penalised for not meeting the requirement of the benefit, this liability sits with the young person.

**8.11. Personal Service Charges**

8.12. Where a placed young person is aged 16 / 17 or has no recourse to public funds, Sutton Council will be liable for the personal service charge.

8.13. Where a young person is over the age of 18 years, in most cases they will be liable and responsible for the payment of the personal service charge element of the Placement Fee. The Framework Providers should therefore ensure that this element of the Placement Fee is contained within the placed young person's Occupation Status agreement.

**8.14. Support Costs**

8.15. Sutton Council will be fully liable for the total support cost for each young person placed.

8.16. The Support Cost of the Placement Fee will be determined by the designation of level of need of the young person placed. In some cases a Sutton Council may need to purchase additional hours. If this is the case, the Placement Team will decide if the young person's designated support need changes or if they wish to purchase a small number of

additional hours using the additional cost per hour for support provided as part of the Provider's tender.

**8.17. Review of framework prices**

- 8.18. Sutton Council will conduct an annual review of providers Eligible Service Charge and Personal Service Charge. This review will take place every 12 calendar months from the start date of the framework, while the framework is operational. Sutton Council will either inflate or deflate these two charges in line with the CPI rate as at August.

**8.19. Policy regarding Housing Benefit and other benefits**

- 8.20. Where a young person qualifies for housing benefit, this sum and the personal service charge will be deducted from this fee to give a total liable cost for the placement to Sutton Council.
- 8.21. Where the young person is not eligible for Housing Benefit because they are employed, the young person will be fully liable for the rent element of the placement fee
- 8.22. It is the responsibility of the Framework Provider to support all young people to make claims for any benefits for which they are entitled. This is all benefits, and not limited to Housing Benefit.
- 8.23. Framework Provides shall also support and assist the young person in challenging Housing Benefit claims decisions in connection with backdating, appeals, overpayments and underpayments. Any issues shall also be reported to the young person's allocated Social Worker.
- 8.24. For those young people reaching 18 years, the Framework Provider will work with Sutton Council, to support the young person to make their claim for Housing Benefit at least eight (8) weeks prior to their 18th birthday
- 8.25. Where a young person is placed with a Framework Provider with less than 8 weeks till their 18 birthday or if they are already 18 or over, the Framework Provider will ensure that the young person is supported to lodge a claim within seven (7) days.
- 8.26. Sutton Council will not be liable for any rent payments where the young person is eligible for Housing Benefit payments. However, Sutton Council also recognises that in some cases the Housing Benefit payment will not cover the full cost of the rent for the property. In these circumstances, Sutton Council will be liable for the net of Housing Benefit amount (this relates solely to those that are in education or unemployed).

- 8.27. Once in receipt of benefits, Framework Providers shall support young people placed with them to maintain their benefits to ensure that they are not sanctioned by the Department for Work and Pensions. If a young person is under sanctions by the Department for Work and Pensions then Sutton Council will agree with the Framework Provider how rent payments will be covered until sanctions are removed.
- 8.28. To reduce the risk of sanctions, Framework Providers may assist the young person to request that Housing Benefits payments are paid directly to the Framework Provider, rather than the individual claimant.
- 8.29. Wilful damage
- 8.30. The Framework Provider shall manage a young person's behaviour and expectations in such a way to help minimise the possibility of damage and to make good any damage they cause as much as is possible, by way of appropriate restorative approaches in line with the level of care being provided.
- 8.31. Any wilful damage by a young person or their guest shall be covered by the Framework Provider in all instances except where negligence on the behalf of Sutton Council can be proven. These cases will be dealt with on an individual case by case basis.
- 8.32. The Framework Provider shall notify the Authority as soon as they are aware of any damages and reparations must not be undertaken without the consultation of the Allocated Social Worker.
- 8.33. If the Framework Provider can prove that Sutton Council has failed to disclose any relevant information that they knew or came to know, Sutton Council may become liable for an agreed amount of the damage. These will be assessed on a case by case basis.
- 8.34. Reports of wilful damage shall be made within 72 hours of the incident to the Young Person's Allocated Social Worker and the Authorities' Placement Team. All reports shall be made in writing and shall contain photographic evidence.

## **9. PERFORMANCE AND QUALITY**

- 9.1. Ensuring our young people are placed in high quality placements is a key priority for Sutton Council. Therefore, performance and quality reporting forms a key aspect of this framework.
- 9.2. For this to be achieved, the Framework Provider shall have appropriate systems in place for documenting, monitoring and reporting on quality and performance.

9.3. Each Framework Provider is responsible for ensuring they meet the requirements set out in this Service Specification.

9.4. The performance and quarterly reporting will include:

Type of performance and quality reporting	Occurrence	Lead
Performance return	Quarterly	Each Framework Provider
Outcomes Tracking	Quarterly	Each Framework Provider
Contract meetings	Minimum of annual meetings.	Sutton Council
Provider Forums	Minimum of two a year	Sutton Council
Quality inspection visits	At least annually	Sutton Council

9.5. Performance return

9.6. The Framework Provider will be required to submit a quarterly performance return in a format agreed by the parties.

9.7. The aim of this performance return is to set out an update for Sutton Council on the performance of the framework.

9.8. For this framework agreement, the Key Performance Indicators are as follows:

- Number of safeguarding incidents within the period
- Number of placement breakdowns / unplanned endings within the period
- Percentage of young people registered with a Doctor / Dentist / Optician
- Percentage in employment, education or training
- Number of young people that have stepped down from:
  - High to medium need placement

- Medium to low need placement;
- Number transitioned to independent living.

9.9. Outcomes Tracking

9.10. As one of the key principles of the framework is for all placements to be outcomes focussed, when Sutton Council requests a placement, all Social Workers will be required to set the personal outcomes that are to be achieved for each child / young person.

9.11. Sutton Council will work with the appointed Framework Providers to develop an outcomes tracking procedure, which is likely to include regular updates on progress to Social Workers. The procedure once agreed will be incorporated into the terms of the framework agreement.

9.12. Contract Management Meetings

9.13. The aim of Contract Management Meetings is to provide Sutton Council the opportunity to meet with all Framework Providers to discuss performance, quality of service, any arising issues and to discuss Sutton Council's direction of travel.

9.14. Framework Providers will be required to attend Contract Management Meetings at least once a year.

9.15. There may be occasions when a Framework Provider will be required to meet with Sutton Council on a more regular basis, this may be due to concerns regarding performance or due to the high number of placements being made with that Framework Provider.

9.16. Provider Forums

9.17. The London Borough of Sutton will host a minimum of two provider forums a year.

9.18. The aim of the provider forums will be:

- To provide an opportunity for Framework Providers to meet with the Council's Commissioning and Placements Teams
- To provide a forum for raising any concerns, regarding aspects of the Services or other relevant matters that may need improvement;
- Training and policy updates from London Borough of Sutton
- To discuss the impact of the services and the outcomes being achieved by the young people.



- 9.19. Quality Inspection visits
- 9.20. As part of the quality assurance of Framework Providers, Sutton Council will undertake an annual quality inspection visit of the accommodation and offices. These visits will aim to provide Sutton Council a higher level of assurance regarding the quality of service being provided to the children and young people.
- 9.21. These quality inspection visits will be announced. However, where there are significant concerns regarding the Framework Provider, then an unannounced inspection may be carried out.
- 9.22. Framework Providers will be required to support and facilitate these quality inspection visits.
- 9.23. Following the inspection visits, Framework Providers will be required to develop an action plan, and to work with Sutton Council to address any of the quality issues identified.

## **10. APPENDIX**

- 10.1. Appendix item 1 - Roles and responsibilities

### **10.2. Framework Provider and Key Worker**

- 10.3. The Framework Provider will ensure that the Key Worker allocated to a young person gives the day-to-day support required to ensure the young person makes a successful transition from leaving care to living independently. The Framework Provider will:
- Provide accommodation and tailored support to the standards and specification agreed for each young person, helping them towards independent living;
  - Provide regular reports on progress and outcomes achieved for each placement, evidencing the effective use of support hours for each young person;
  - Maintain neat, timely and accurate records relating to the progress, achievement, health and wellbeing of each young person in a placement;
  - Attend and contribute to key meetings regarding each young person, including safeguarding, strategy and placement review meetings;
  - Provide an accurate and up-to-date handover report if a young person moves on to another placement;
  - Communicate any issues to the Authority at an early stage and work with others to resolve issues wherever possible;

- Collect feedback on the service experience and views of young people;
- Provide Sutton Council with any other information related to the premises, workforce or other accommodation-based support service arrangements in place for each young person;
- Meet all other standards, policies, procedures, legal requirements and other obligations as set out in the contract documents.

#### **10.4. The Authority's allocated case holder**

10.5. The allocated case holder maintains the Authority's statutory responsibility for the young people. In fulfilling this role, they will:

- Provide accurate, up-to- date and detailed information on needs, issues and risks, as well as all relevant documents, for each young person entering a new placement;
- Ensure young people have an appropriate understanding and realistic expectations of the accommodation options that are available to them;
- Regularly review and monitor the progress of young people in relation to their placement outcomes, reporting on performance to the Contracts Officer;
- Organise and support the move of a young person into a new placement;
- Conduct regular Looked After Child / Care Leaver reviews as statutorily required;
- Involve providers in key meetings regarding the young person, including safeguarding, strategy and placement review meetings;
- Report any issues or concerns to the provider and placement officer at an early stage and work with others to resolve issues wherever possible.

#### **10.6. Young Person**

10.7. Every young person accessing semi-independent accommodation through the Authority is expected to take on the following responsibilities:

- Work with the Framework Provider, allocated case holder and placement commissioner at the start of the placement to agree the desired outcomes;
- Sign a tenancy or licence to occupy the premises at the start of the placement;
- Engage positively with the support provided to achieve the agreed outcomes from the placement;

- Make rent and service charge payments on time, seeking information and advice early if help is needed to manage their finances;
- Understand and follow the house rules of their placement;
- Respect the rights of all other residents sharing their accommodation and behave appropriately;
- Understand the consequences of their positive and negative behaviour, including the risks of placement breakdowns ;
- Raise any issues quickly with their allocated case holder and work with others to resolve issues wherever possible.

#### **10.8. Placement Officer**

10.9. The primary role of the Placement Officer is to act as an effective gateway to accessing and managing semi-independent living placements. The Placement Officer will:

- Offer advice, support and constructive challenge to the placement request from the local authority allocated case holder;
- Issue referrals to providers on the Framework Agreement, following the referral procedure set out in the Framework Agreement Protocol for Calling-off Services;
- Lead the internal matching of needs to placements available;
- Clearly establish the placement details and additional service arrangements with the provider, including agreed outcomes, for each individual young person.

#### **10.10. London Borough of Sutton Commissioning Team**

10.11. The primary role of the Commissioning Team is to provide quality assurance of semi-independent living placements provision. The Commissioning Team will:

- Provide ongoing monitoring of placements, including tracking of progress, achievement of outcomes and accommodation standards;
- Ensure the provider is meeting all other standards, policies, procedures, legal requirements and other obligations as set out in the contract documents;
- Liaise regularly with social workers and placement officers to discuss the performance of placement providers;
- Work with providers, social workers and placement officers to identify and resolve issues at an early stage;
- Co-ordinate regular Provider Forums to enable providers to meet other providers and social work teams, in order to discuss good practice and strategic issues

- 10.12. Appendix item 2 - Quality standards
- 10.13. The following outlines the quality standards for all of the properties. These standards should not be seen as a prescriptive list, but as a guidance to the expectations of Sutton Council and our young people
- 10.14. Location of the property
- All properties should be in a location that is close proximity to public transport links and local amenities
  - The location should also be suitable for young people to move around independently and safely.
- 10.15. Exterior of the property
- The property exterior should appear to be well cared for.
  - The property should also appear to be secure, with doors and windows that meet all current and future Housing, Health and Safety and Fire regulations.
  - Any spaces to the front of the property are well maintained and secure.
  - Gardens to the front, side and rear of the property are well maintained, and where suitable the young people are involved in the upkeep of these spaces. Where appropriate, the garden should also be accessible and fit for purpose by the young people.
- 10.16. General Property Interior
- The general interior of the property should be well maintained, decorated and clean and tidy.
  - The property should also be homely, and made to feel as a space that young people can relax in and also respect.
  - There should be noticeboards in the communal spaces, displaying relevant information for the young people, including key contact numbers.
  - The property should also be of an appropriate temperature, for the size of the house and the number of occupants.
- 10.17. Communal spaces
- Kitchens should have the appropriate facilities and appliances for all the young people in the property. These should all be well maintained and meet all relevant legislation and requirements.
  - The kitchen itself should be well maintained and of a size appropriate to the number of occupants.
  - Bathrooms have the appropriate facilities available, and they are of a good condition.
  - There should be adequate bathroom facilities for the number of occupants in the house.

- There are communal spaces, that promote and enable young people to socialise with friends and other housemates.
- The living room should be clean, tidy, well-maintained and decorated appropriately.

#### 10.18. Bedrooms

- All bedrooms should have the following:
  - A bed, mattress and mattress cover
  - Duvet and two pillows
  - Adequate storage for clothes and other items
  - Curtains
  - On arrival, each young person should receive new bed linen (including pillow cases, duvet covers, bed sheets)
- Where possible, they should also include a desk and chair for studying
- The bedrooms should be an appropriate size, well-maintained, clean and suitably decorated.

#### 10.19. Health and safety

- The following certificates should be in place for all appliances:
  - PAT Testing certificate
  - Gas Certificate
  - Electricity certificate
- The property should also have the appropriate HMO Certificate, where required
- All properties should be fitted with Fire alarms, smoke detectors and carbon dioxide monitors, following the relevant legislation.
- Framework Providers should have a business continuity plan in place for all properties, and their organisation as a whole.

## Schedule 2 Lots

### Part 1 Lots: General

Lot number	Lot name	Number of tiers	Number of providers on each lot
1	Reducing need and developing independence	Two tiers	25
2	Developing independence	Two tiers	19

**Lot 1 Providers**

<b>Providers</b>	<b>Tier</b>
CAYSH	1
Dunfield and Mead Ltd.	1
Heartwood Care	1
Ownlife Ltd	1
Pathfinder Care Services	1
Sanctuary Housing Association trading as Sanctuary Supported Living	1
Step Ahead Services Ltd	1
The Artemis Team	1
Abiding Limited	2
AMBITIONZ Ltd	2
Care R Us Ltd T/A Krossroads	2
Daley Bread	2
Dynamic Care Ltd	2
Elite Care & Support	2
Explore Independence Ltd	2
Freshstart Care Solutions Ltd	2
Green Harvest Capital Consulting Ltd	2
Higher Level Care	2
Independence way Ltd	2
Jordan Xavier Ltd	2
MidCo Care Limited	2
Nelbro Group	2
Preferred Living	2
SP Homes LTD	2
Transforming Lives Co (TLC)	2

<b>Providers</b>	<b>Tier</b>
Abiding Limited	1
CAYSH	1
Dunfield and Mead Ltd.	1
Explore Independence Ltd	1
Ownlife Ltd	1
Pathfinder Care Services	2
Preferred Living	1
Step Ahead Services Ltd	1
The Artemis Team	1
AMBITIONZ Ltd	2
Crown Social Care Ltd	2
Higher Level Care	2
Independence way Ltd	2
Jordan Xavier Ltd	2
MidCo Care Limited	2
Nelbro Group	2
Pathfinder Care Services	2
SP Homes LTD	2
Transforming Lives Co (TLC)	2



## **Schedule 3    Ordering Procedure**

### **1        INTRODUCTION**

- 1.1    This schedule sets out the process for calling-off services from the framework agreement. The aim of this ordering procedure is to ensure the Authority has a fair and transparent process for calling-off services from the framework agreement and to ensure the most suitable placement is found for the child or young person.
- 1.2    The Authority may call-off the framework agreement in a planned or in an emergency situation. For the purpose of this framework agreement, the following definitions are being used to define emergency and planned placements:
- Emergency Placement: When a placement is required to start immediately i.e. that day or the next day.
  - Planned Placement: When a placement is not required to start for at least another two (2) days.

### **2        PLACEMENT PROCESS**

- 2.1    All placements will be made by the Authority's Placements Team, after receiving a referral from the child's or young person's allocated Social Worker. Within this referral, the Social Worker will be required to include the following information:
- Type of placement required and level of service (i.e. standard, enhanced, complex).
  - Start date of placement.
  - Basic demographic information of the child or young person.
  - Expected outcomes from placement.
  - Needs of the child.
  - Any placement requirements.
  - Risk assessment.
- 2.2    On occasions, such as in an emergency, it may not be possible to provide the most up-to-date information. Where this is the case, the Framework Provider will be notified and information will be shared with the Framework Provider within five (5) Working Days of the placement starting.

### **3        PLANNED PLACEMENT CALL-OFF PROCEDURE**

- 3.1    The following outlines the procedure for making a placement when it is planned:

- All providers admitted to the relevant lot will be invited to submit a quote. Where there are tiers within the lot, in the first instance this invitation will be made to only those providers that are in tier 1.
- The providers will be required to respond to the notification within the timescales set out below with the following information:

Table 1

<b>Type of placement</b>	<b>Placement start date</b>	<b>Response time</b>	<b>Information from Contractors</b>
Planned	Placement required to start in the next 2 to 4 days	1 day	<ul style="list-style-type: none"> <li>• Availability, details on the accommodation</li> <li>• How the service and Key Workers would meet the needs and outcomes of the young person</li> </ul>
Planned	Placement required start in the next 5 days or more.	Minimum two days	<ul style="list-style-type: none"> <li>• Availability, details on the accommodation</li> <li>• How the service and Key Workers would meet the needs and outcomes of the young person</li> </ul>

3.2 Where the Authority is unable to make an award of contract to any of the providers in tier 1 after making an invitation as stipulated above, then it will extend the invitation to those providers that are in tier 2. The providers will be required to respond to the notification within the timescales set out above in table 1 and provide the information set out in that table.

3.3 After the timescales, listed in table 1 above, have elapsed, the Placements Team and the child's Social Worker will review all the responses and make an award following the procedure set out at paragraph 5.

#### **4 EMERGENCY PLACEMENT CALL-OFF PROCEDURE**

4.1 The following outlines the procedure for making a placement when it is required in an emergency:

- All providers on the appropriate lot are notified electronically.

- Where there are tiers within the lot, in the first instance this is only those providers on tier 1.
- Where a placement is required immediately, a decision may be made to contact providers directly (via telephone or electronically).
- Where a decision is made to contact providers directly, the providers identified to be the most economically advantageous will be contacted first to identify availability, accommodation type, allocated Key Worker and level of staffing.
- With regards to the notification of placement requirements, providers will be required to respond within the timescales shown in the table below:

Table 2

Type of placement	Placement start date	Response time	Information from Provider
Emergency	Immediately	Immediately	Availability, property type, allocated Key Worker and level of staffing
Emergency	Same day placement required	1 hour	Availability, property type, allocated Key Worker and level of staffing
Emergency	Placement is required to start tomorrow	2 hours	Availability, property type, allocated Key Worker and level of staffing

Where there are tiers within the lot and where there is no adequate response from the Tier 1 providers, then providers from Tier 2 will be contacted. When providers on Tier 2 are contacted, such providers will be required to respond within the following timescale:

Table 3

Type of placement	Placement start date	Response time	Information from Contractors
Emergency	Same day placement required	30 minutes	Availability, property type, allocated Key Worker and level of staffing

Emergency	Placement is required to start tomorrow	1 hour	Availability, property type, allocated Key Worker and level of staffing
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After the timescales listed above have elapsed, the Placements Team and the young person's Social Worker will review all the responses and make an award following the procedure set out at paragraph 5.

## **5 DECIDING ON THE PLACEMENT**

5.1 In order for a placement offer to be accepted, the Placements Officer must be assured that the needs of the child or young person detailed in the referral form will be met by the provider. Considerations when reviewing the placement offers will include, but will not be limited to, the following:

- Ability to meet the outcomes specified for the young person;
- Location and proximity to the borough of Sutton;
- Accommodation security, other young people resident in the accommodation and other factors related to the young person's risk assessment.

5.2 If the placement offer from the lowest priced provider would not meet the needs of the child or young person referred, on the judgement of the referring Placements Officer, then the offer will be rejected and the Placement Officer will review the offer from the next lowest priced provider. This process will continue until a suitable placement match has been identified.

5.3 If there are no suitable matches offered from Tiers One or Two, the Placements Officer will seek approval from the Authority's Commissioning Team to 'spot purchase' outside of this framework agreement.

## **6 CONFIRMING PLACEMENTS**

6.1 Once a placement has been selected, the successful provider will be contacted by the Authority to confirm the placement will be purchased.

6.2 The Authority will issue an Individual Placement Agreement (IPA) for the young person once a start date is confirmed for the placement and all details required for completion of an Individual Placement Agreement are known.

6.3 The successful provider will be required to return the completed and signed Individual Placement Agreement to the Placements Team within 48 hours of receiving the document.

- 6.4 The relevant Social Worker will then follow care planning processes in partnership with the provider to arrange for the young person to move to the placement.

## Schedule 4 Charges and Payment

### Part 1 Pricing Matrix

	Total beds available	Number of weeks that can be purchased a year (assumes 100% occupancy through the year)	Weekly support costs	Weekly accommodation costs	Annual Support costs (Based on the number of beds available and the number of weeks a year)
High needs only	13	676	£7,800.00	£3,445.00	£405,600.00
Medium needs only	13	676	£5,200.00	£4,745.00	£270,400.00
Low needs only	13	676	£2,600.00	£6,045.00	£135,200.00
<b>Total</b>	39	2028	£15,600.00	£14,235.00	£811,200.00

Annual accommodation costs (Based on the number of beds available and the number of weeks a year)	Total annual costs (accommodation and support)	Average cost per bed per week (before discounts)
£179,140.00	£584,740.00	£865.00
£246,740.00	£517,140.00	£765.00
£314,340.00	£449,540.00	£665.00
£740,220.00	£1,551,420.00	£2,295.00

Average placement cost	£765.00
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**Table 1**

	<b>£10,000 - £19,999</b>	<b>£20,000 - £49,999</b>	<b>£50,000 - £99,999</b>	<b>£100,000+</b>
<b>Level of discount offered</b>	0.00%	0.00%	2.50%	5.00%

**Part 2 Finance and Payment**

The fee for each placement will be agreed and included in the Individual Placement Agreement, and will be subject to the needs and expected outcomes of each individual child / young person.

The Authority will review the fees being paid each year. The review will use the Consumer Price Index at August, with the first review taking place in September 2018 and any increases would be effective from January the following year.



## Schedule 5 Contract Management

### 1. AUTHORISED REPRESENTATIVES

#### 1.1 The Authority's initial Authorised Representative:

Name: Shona Harris

Position: Category Manager

Tel number: 080 8770 6838

Email: Shona.Harris@Sutton.gov.uk

#### 1.2 The Framework Provider's initial Authorised Representative:

Name: Craig Tucker

Tel number: 07704327928

Email: craig.tucker@abidingcare.co.uk

### 2. KEY PERSONNEL

The Authority

Name	Role	Contact Details
Terry Clark	Head of Social Care Commissioning	<a href="mailto:Terry.Clark@sutton.gov.uk">Terry.Clark@sutton.gov.uk</a>
Michael Taylor	Head of Service Corporate Parenting	<a href="mailto:Michael.Taylor@sutton.gov.uk">Michael.Taylor@sutton.gov.uk</a>
Jay Foster	Placements Team Manager	<a href="mailto:Jay.Foster@sutton.gov.uk">Jay.Foster@sutton.gov.uk</a>

### **The Framework Provider**

<b>NAME</b>	<b>ROLE</b>	<b>CONTACT DETAILS</b>
<b>Craig Tucker</b>		Tel number: 07704327928  Email: craig.tucker@abidingcare.co.uk

### **3. MEETINGS**

#### **3.1 CONTRACT MONITORING MEETINGS**

Representatives from the Authority and the Framework Provider who are able to act on behalf of the parties shall meet at least once every twelve (12) months, or at such other frequency as the Authority may specify, to review the performance of this framework agreement. Such meetings shall be known as Contract Monitoring Meetings.

#### **3.2 Other Meeting**

Any other meetings set out in Schedule 1 (Service Specification) or elsewhere in this framework agreement or agreed by the parties from time to time.

### **4. REPORTS AND RECORDS**

4.1 The Framework Provider shall complete returns and/or statistical information regarding the Services. Any costs of providing such reports and submitting them to the Authority shall be borne by the Framework Provider. Such data may include, but not be limited to:

- Number of Framework Provider reviews of service carried out in each quarter with cumulative total for the year.
- Details of staff training for each quarter and number of staff attended.
- Number of Customer satisfaction checks carried out in each quarter with cumulative total for year.

- Qualitative Information for each quarterly period. The report must include for each quarter:
  - (i) The number, source and nature of any complaints received.
  - (ii) The steps taken to resolve the complaints
  - (iii) Customer satisfaction surveys & any resulting service improvements.
  - (iv) The number, nature of accidents, incidents and abuse allegations involving children or young persons who have been placed with foster carers pursuant to this framework agreement.

## **Schedule 6 Performance Management and Quality Assurance And Complaints**

### **1 REVIEWING CONTRACT PERFORMANCE**

- 1.1 The Framework Provider will be expected to continuously improve the quality of the Services it delivers including that delivered by Sub-contractors. Where quality falls below acceptable levels as required by this framework agreement, the Framework Provider will be expected to have suitable escalation procedures in place and, in respect of sub-contracted provision, take action where necessary to terminate the contract with such Sub-contractor or foster carer as the case may be.
- 1.2 The Authority will monitor the Framework Provider's performance at regular intervals. Every three (3) to six (6) months (or any other period to be notified as appropriate), the Authority will undertake a contractual review and award a formal risk rating to the Framework Provider. The initial contract review will be informed by the award of contract process and reviewed thereafter. The risk rating will be based on a number of criteria including: performance against contractual targets; annual contract value; and, quality (including external inspection grades where appropriate) and continuous improvement activity. The risk rating will be used to inform the frequency of subsequent Framework Provider performance reviews and supporting monitoring activity.

Framework Provider performance reviews may be undertaken formally or informally depending on risk and any identified issues. Risk ratings will be communicated to the Framework Provider. The Framework Provider will be expected to provide any additional management information required by the Authority to facilitate this process.

The purpose of the Framework Provider performance reviews is to encourage an open and regular dialogue between the parties with the aim of ensuring that the Services, including the standards and outputs specified are being delivered appropriately and to drive up the performance and quality of the provision. They will encourage the parties to review performance, discuss opportunities for continuous improvement and raise and address any complaints or persistent problems encountered with this framework agreement.

## **2 QUALITY MANAGEMENT SYSTEM**

The Framework Provider shall operate a self-regulatory system of quality assurance and quality measures relevant to this framework agreement which ensures that the Services are provided in accordance with the requirements of this framework agreement, including the following measures as a minimum to:

- (b) make available back-up, replacement systems and support staff whenever necessary;
- (c) ensure that there are properly organised and efficient systems and processes in place between the Framework Provider and any Sub-contractors to enable full understanding and agreement concerning the Services which are to be provided and the necessary liaison with the Authority;
- (d) enable a quick response to the Authority's requests or requirements for the Services and matters associated with the Services, including but not limited to attendance at meetings and requests for information;
- (e) ensure compliance with all contractual timescales and all other reasonable response times;
- (f) maintain and monitor all contractual or relevant performance indicators;
- (g) deal properly with any potential conflicts of interest.

## **3 COMPLAINTS**

3.1 The Framework Provider shall maintain a system for receiving and investigating complaints and shall keep details of how many complaints are received and how they are dealt with. The Framework Provider shall:

- publicise (and explain in an appropriate manner) the complaints procedure to service users and their representatives;
- ensure that complaints are speedily dealt with and that complaints receive a written statement of the Framework Provider's response;
- ensure that complainants who are not satisfied with the Framework Provider's response are informed of their right to refer their complaints to the Authority's Representative;

- 3.2 The Framework Provider undertakes to co-operate with any investigation which the Authority or other regulatory authority may carry out into a complaint referred to it.
- 3.3 Upon reasonable request, the Framework Provider shall supply the Authority's Representative with a copy of its records relating to complaints made in relation to the Services and the Framework Provider's response.

#### **4. CUSTOMER SATISFACTION SURVEY**

- 4.1 The Framework Provider shall at its own cost provide the Authority with such reasonable assistance as the Authority shall deem necessary to enable the commission of a regular customer satisfaction survey (the "Customer Satisfaction Survey") the purposes of which shall include:
- (a) assessing the level of satisfaction with the Services (including the way in which the Services are provided, performed and delivered) and in particular, with the quality, efficiency and effectiveness of the Services; and
  - (b) assisting the Authority in the preparation of its Best Value Performance Plans and the conduct of its Best Value Reviews.
- 4.2 The Customer Satisfaction Survey shall be undertaken by means of distributing a questionnaire (in a form to be agreed between the parties).
- 4.3 The content of the questionnaire referred to in paragraph 4.2 and the method of undertaking the Customer Satisfaction Survey shall comply with all applicable Laws and guidance.
- 4.4 The Authority shall provide reasonable assistance and information to the Framework Provider to enable the Framework Provider to undertake the Customer Satisfaction Survey.
- 4.5 Within two (2) months of each Customer Satisfaction Survey Date, the Framework Provider shall prepare a summary of results of the Customer Satisfaction Survey in such form as the Authority shall reasonably require.

## **Schedule 7 Policies**

The Framework Provider must ensure that in addition to the policies mentioned elsewhere in this framework agreement, it has a signed and dated copy of all of the following policies and shall ensure that all of the Framework Provider's Personnel are familiar with these policies and procedures as required for the performance of the relevant part of the Services which they deliver. If the Framework Provider does not have any of the policies, then it shall use the Authority's policies on the subject matter:

1. Data Protection Policy.
2. Disciplinary and Grievance Policy.
3. Dealing with Violence and Aggression Policy.
4. Confidentiality Policy.
5. Quality Assurance Policy.
6. Equal Opportunities Policy.
7. Health & Safety Policy.
8. Child Protection Policy.
9. Recruitment & Selection.
10. Moving & Manual Handling Policy.
11. Medication Policy.
12. Dealing with accidents / incidents Policy.
13. Dealing with an emergency Policy.
14. Respecting user's choice, privacy, dignity and independence Policy.
15. Whistle Blowing Policy.
16. Handling service users' money and other financial matters Policy.
17. Handling Service Users' Property.
18. Receipt of Gifts Policy.
19. Management and Identification of Risks Policy.
20. Supervision and Appraisal Policy.
21. Managing Challenging Behaviour/Physical Interventions.

## **Schedule 8 Training Requirements**

The Framework Provider shall ensure that all staff and Key Workers are competent and knowledgeable (in addition to other competencies stated elsewhere in this framework agreement) in the following areas whenever relevant:

### **1.1 Generic Training**

- Basic First Aid;
- Manual handling techniques, in accordance with the EC Directive on Manual Handling;
- Medication, including the safe administration of medication;
- Promoting the independence of the child or young person;
- Personal Care Skills;
- Equality and Diversity (including Equality Act 2010);
- Health and wellbeing;
- Health and Safety including fire and infection control;
- Confidentiality;
- Basic Numeracy;
- Reporting incidents and hazards;

### **2 Catering and dietary issues**

The Framework Provider will ensure that it follows any dietary, eating or drinking guidance provided by Health Professionals for service users. The Framework Provider shall ensure the following:

- any guidance is read and understood and signed by all of the Framework Provider's Personnel in contact with the relevant service user;
- all of the Framework Provider's Personnel are trained to comply with dietary, eating and drinking guidance;
- compliance with the guidance is monitored and appropriate action is taken to ensure compliance. Non-compliance must be reported as a Safeguarding alert;



- any change in dietary, eating and drinking abilities must be brought to the attention of the service user's GP or relevant Health Professional.

## **Schedule 9 Framework Provider's Tender**

### **Positive Risk Taking**

Positive risk taking can be managed by supporting the young person to prepare a risk management plan for identified risks. For example, travel with a risk management plan in place would include planning the route; making sure the young person's phone is charged; agreeing contact with staff at certain points on the journey/reaching the destination; agreement of an action plan to be taken by the young person in an emergency; setting speed dial for calling the office; agreement with a third party (family member) that they will accompany to public transport at the other end.

### **Security and Stability**

All our properties are supervised 24/7 by experienced live-in staff; CCTV is provided in public areas within shared units; all service users are provided with a dedicated key worker from the outset of the placement; we undertake matching in order to minimise risk to service user from other young people in placement; we have a visitor management procedure in all units; no drugs or alcohol allowed in our units; we work closely with other professionals (YOS; local police; social workers). We have long term control of the properties we use in order to offer security of tenure.

### **Sharing Concerns**

Regular key worker sessions; open door policy from senior management; regular house meetings; complaints procedure discussed at induction; copy of our complaints procedure given to young people and put on noticeboards; we would facilitate use of an advocate where considered beneficial for the young person.

### **Missing Person Policy**

All our units operate a Missing Person Policy as set out in the London Child Protection Procedures, Section 3. Children Missing from Care, Home and Education.

### **Child Sexual Exploitation**

It is important to emphasise that because a child is 16 or 17 and can legally consent to sex, it does not make them less vulnerable to sexual exploitation.

A child who is being exploited has not consented to sex regardless of their age. Hence the law regarding the age when a child or young person can consent to sex is only relevant when considering the offences with which a perpetrator may be charged.

The following signs and behaviour are some of those in the list of factors we look out for in children who are already being sexually exploited:

- Missing from care;

- Absent from school or college for whole or part days;
- Sexually-transmitted infection/s;
- Injuries caused by sexual activity;
- Recruiting others into exploitative situations;
- Poor mental health;
- Self-harm;
- Thoughts of or attempts at suicide.

#### Roles and Responsibilities For Abiding Care and Support Staff

The sexual exploitation of children is child abuse and professionals and volunteers working with children and young people should follow the commissioning (placement) local authority policies and procedure in respect to the particular young person for the safeguarding of children when they have concerns that a child or young person is at risk of, or is being, exploited.

It is the responsibility of all professionals and volunteers working with children and young people:

- To be aware of the risk factors and indicators for CSE and to be alert to the possibility that a child they are in contact with may be being sexually exploited;
- To understand their organisations policies and procedures regarding CSE and to ensure they follow them where they think that a child may be at risk of or being exploited;
- To know who their organisation's designated safeguarding children professional is and how and when to contact them for advice;
- Be sufficiently knowledgeable and competent to contact local LA children's social care or the police about their concerns directly and to complete the appropriate referral form.

#### Clarifying the cause for concern: Information gathering and monitoring

Professionals/volunteers may have concerns that a young person is at risk of sexual exploitation, but the concerns may be non-specific and could have arisen for a number of different reasons. These concerns might arise because something unusual happens or the young person's behaviour changes.

For example:

- A young person who has not previously been seen with expensive belongings, starts to be seen with expensive clothes and/or phone etc. and there is no immediate explanation;
- A young person truant from school on 2 or 3 occasions;

- A young person's appearance and personal hygiene deteriorates;
- A young person's behaviour and/or mood deteriorates and there is no obvious explanation.

In these circumstances, the professional/volunteer would:

- Keep an open mind – there may be a number of different reasons for these changes;
- Discuss their concerns with their designated safeguarding professional lead, who will be able to offer advice and suggestions for further action and also decide whether a referral to LA children's social care is required;
- Gather information – often it is only when otherwise small pieces of information are shared that it is possible to see whether they add up to a serious concern. Alternatively, sharing information can allay fears by providing a reassuring explanation. Depending on the remit of the organisation and the role of the professional/volunteers, it may be appropriate to:
  - o Share concerns with other professionals who know the young person and ask if they have also noticed that something is amiss;
  - o Talk to the young person themselves, explaining the concerns and ask what the cause maybe; *It is important not to ask leading questions, to be non-judgemental and not make assumptions about what is happening.*
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Where, the concerns continue but remain low level and non-specific, the professional/volunteer would, in conjunction with the designated safeguarding lead, continue to monitor the situation [including where applicable, monitoring e-safety issues with a view to either deciding that the concerns are unfounded or that a referral to LA children's social care is required.

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Abiding Care has a specific internet safety policy and an e-safety agreement which it asks young people to sign when they join the placement. The key elements of the e-safety agreement are as follows:

- ☐ I will be responsible for my behaviour. This includes resources I access and the language I use.
- ☐ I will not deliberately browse, download or upload material that could be considered offensive or illegal. If I accidentally come across any such material I will report it immediately to a member of staff.
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- ☐ I will not give out any personal information such as name, phone number or address.
- ☐ I will not reveal my passwords to anyone.
- ☐ I will not arrange a face-to-face meeting with someone I meet online unless I am accompanied by a member of staff or other responsible adult.
- ☐ I understand that all my use of the Internet and other related technologies via Abiding Care and Support routers will be monitored and logged and can be made available to the e-safety coordinator, the police and other agencies where appropriate.
- ☐ I understand that these rules are designed to keep me safe and that if they are not followed it may affect my opportunities for Move On and in some circumstances may result in referral to the police or other agencies.

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When young people first move to our semi-independent accommodation we ensure that they are registered with a Doctor; a Dentist and an Optician. We also support the young people to attend first and further appointments with these health providers where required.

We also support young people to attend medical assessments provided by the commissioning Childrens Service, such as assessments by the LAC nurse.

In addition, we ensure young people are aware of the location of the nearest:

1. Accident and emergency unit;
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We work hard to encourage the young people to eat well. We undertake regular cooking sessions with our young people and also accompany young people to do their food shopping where they need guidance about healthy food choices. Where budgeting skills are not fully developed, we will manage the budgeting of the weekly allowance with the young people, allocating circa £25 per week for food and personal care items.

## **Case Study BA**

BA was referred to Abiding Care as an emergency placement. At aged 16 he had served a nine month sentence in a young person's institution for activities he took part in whilst in a notorious East London gang. BA has a history of snatching mobile phones from the public whilst being a

passenger on a moped. BA and his gang were stealing more than thirty phones a week. BA had twice been targeted by a rival gang resulting in him being hospitalised for being stabbed nine times on the second occasion.

Abiding Care was approached by a local authority for a high support 2:1 placement requiring two male live-in workers and an experienced high support key worker. Accommodation in West

London had to be sought and BA was released from custody on a tag. Careful consideration was given to the location of placement, it needed to be in an area that was not easily commutable back to East London and free from gangs.

BA was collected up on release from prison by the Abiding Care key worker and his mother.

The key worker took the opportunity to start to get to know BA during the long journey back to the placement. BA was informed of some of the House Rules and the expectations of the placement provider.

BA was greeted at the placement by his social worker and the two male live-in supervisors.

There was little time to show him around the property before one live-in worker and the key worker had to accompany him to his Youth Offending Service appointment. During the appointment BA was made aware his key worker and live-in workers would be working in partnership with his Youth Offending Worker, to assist him to complete his order. BA agreed to the live-in workers also getting a schedule of his appointments, displaying the appointments at the placement, receiving reminders and wake up calls to ensure he attended his meetings.

BA was inducted to the Company policies and procedures before signing the Licence Agreement and House Rules. The consequences of breaching these rules and what actions would be taken were made very clear to BA from the onset. A risk assessment was drawn up with BA, which was reviewed and updated where necessary.

BA signed a Support Agreement during the sign up. Within the Agreement, he agreed to a key work timetable, taking account of other commitments such as education and his youth offending appointments.

An Outcome Star was completed with Bradley which highlighted the areas of need. Bespoke support plans designed to achieve positive outcomes in areas such as engaging with education, completing his YOS order and refraining from offending were drawn up.



Staff scheduled keywork sessions and three-way meetings with social workers and other supporting agencies to engage BA. BA was informed of the home tutoring scheduled and the importance of attending the lessons. Consequences of actions was discussed during the keywork sessions. Behavioural Agreements and Crisis Management plans were developed with BA and supporting agencies where needed.

Strategies was adopted to safeguard BA, staff, neighbours and the public. This included a visitor ban, enforcement of the curfew, BA being accompanied to appointments and shopping in the local area. BA was informed third party reports would be made to police and other agencies if necessary. Staff reported BA missing when he breached his curfew.

Staff regularly re-evaluate risk assessments and support plans which are shared with key agencies who are invited to add their input.

Staff worked closely with BA's mother and older sister who were stabilising factors in helping him to achieve his goals. Targeted interventions signposting to specialist services were utilised to support BA. The staff worked closely with dedicated services such as the Police, YOS, Health and Mediation services to improve BA's chance of achieving positive outcomes. BA was supported to participate in community activities and sports activities to help build a sense of belonging.

Early intervention of challenging behaviours was addressed to reduce the risk of placement breakdown. Clear responsibilities were outlined through Future Conduct Agreements.

Staff met with the local authority's psychologist to discuss strategies to deal with BA. The psychologist suggested ways to engage BA whilst dealing with challenging behaviour. BA was supported by a mentor and a 'gangs' worker who were also contacted during difficult times.

### **Case Study (PK)**

This Case Study reflects support provided by the Abiding Care Operations Manager before joining the service. It has been included because Abiding Care is a relatively new provider - launched Summer 2016 - and so case studies of the full Abiding Care pathway are limited.

PK came to England three years after having lost his mother and father to war in his native country. After a short spell in a children's home he and his two younger siblings moved into a foster home. He started school which at first he found challenging as English was not his first language. He went on to achieve four GCSE's including English.

PK was referred to supported housing by The Leaving Care Team. He required support with applying for & sustaining benefits, managing a tenancy, life skills such as cooking and cleaning and preparation for move on. PK was also supported alongside outside agencies to apply for leave to remain in the country. This was later granted.

PK went on to study for higher grades in his GCSE's at West Thames College as he decided he wanted to pursue his career path and qualify as a dentist.

He worked hard and was focused on his task. PK was supported to prepare for his exams and encouraged to follow his revision timetable. He was awarded The Best Student of the Year Award by West Thames College for his consistently high grades for GCSE Science.

PK is a good football player. He joined a number of football teams in Hounslow. He started a football team for young people in care in Hounslow, negotiating the initial funding from Futures. He then successfully put forward a bid to the PEEP's panel for additional funding to run the club and employ a football coach.

PK was awarded the Student Achievement Award by Hounslow Social Services.

PK knew first-hand how hard it was when he arrived in the country. The experience played a part in him deciding to volunteer to run a support group at Da Spot (Service for young people leaving care to access support and advocacy) for young Asylum Seekers and Refugees. He gives advice, support and advocacy on their behalf.

PK completed two weeks' work experience as an Administration Assistant in the Housing Benefit Department at the Civic Centre for the Teenagers to Work initiative.

PK studied for his 'A' Levels alongside working part time at Travel Lodge as Bar Café Staff member. Unfortunately, he did not get the required grades to pursue a career in dentistry but was able to enrol in University on his second choice course, Forensic Science.

PK was supported to move into a local authority flat which he bid for through Locata and is currently doing very well.

### **All young people have secure stable and successful adult lives**

All of our key workers are experienced in supporting young people in gaining basic living skills to prepare for independence. This is a core part of our role as a provider and the factors listed below are key to successfully living independently.

### **Key Barriers**

Key barriers to achieving independent living skills can include habitual use of cannabis. Use of cannabis regularly can result in the young person suffering insomnia and so not benefiting from a structured day/night regime – living chaotically. It can also result in a lack of motivation to stay healthy and keep clean. Abiding Care would try to support the young person into a drug and alcohol counselling service to assist them with eliminating or at least reducing their dependence on cannabis. We also apply a zero tolerance to drugs and alcohol use on our premises, which at least dissuades the young people from smoking cannabis during the night. Similar issues and strategies arise when the young person is dependent on alcohol.

Other barriers to achieving the living skills for independent living might include mental health issues; lack of self-worth; drug dealing/gang affiliation. All of these issues can distract the young person from focusing on the goal of gaining independent living skills and will require support to be addressed early on in the process of moving towards independence.

## **Supporting Independence**

In order to gain motivation from the young person to work towards independence it is important for them to believe that they can achieve this. So we would discuss with them the timescales they would like to work to in developing the skills needed. A pathway would be developed with them and their social worker towards the goal of living independently in their own accommodation.

An action plan would also be developed which addressed such areas as gaining cooking skills. This would include regular (weekly or twice weekly) cooking sessions with staff. Abiding Care funds cooking sessions from its support budget. A menu would be agreed; a shopping list prepared and a time allocated for the young person/people and the key worker to prepare the meal together.

In all our houses, we have weekly Health and Safety bedroom inspections. These provide an opportunity to review the cleanliness and tidiness of each young person's bedroom. Where the bedroom is well kept we write a congratulatory letter to the young person; where it needs attention we agree a plan for them to address the issues and re-inspect it an agreed time. This strategy gradually results in the young people taking responsibility for keeping their accommodation clean and tidy.

Similarly, we monitor dirty dishes and dirty cooking equipment by CCTV and where it is left unreasonably long we prompt the young person who used the crockery/pans to wash them up. Repeated failing to wash up after themselves can lead to formal warnings. This is all part of supporting the young person to take responsibility and prepare for living independently.

Abiding Care provides a large number of wall clocks in its properties, including in the bedrooms. This is done to make it easy for the young people to watch the time and prepare for appointments; college; work. We also run a diary system on behalf of the young people which logs all their diary commitments we are aware of in order to prompt them to attend appointments and to support them in doing so when required. We would aim to gradually reduce the level of support over time in this area. For instance, we might arrange a first appointment and attend with the young person; on the second occasion we might arrange it and travel with the young person but not attend; on the third we might help them to plan their route and on the fourth we might just prompt them to leave the placement on time.

Abiding Care is flexible in how it supports young people to budget. For some young people we hold their weekly allowance; allocate funds from it for food shopping (which we support them to do), Oyster top ups, phone top ups and giving the balance daily as pocket money. For other, more independent young people we might support them with food shopping/ top ups and give the balance to them in one payment. Where the young person has demonstrated necessary budgeting skills we would give them their weekly allowance once a week and trust them to budget for food/top ups. This is a gradual process to move a young person from a Residential/Foster frame of mind towards fully independent budgeting.

All of our key workers are provided with a laptop computer for the primary purpose of using it alongside the young people, to work them in completing housing benefit applications; driving license applications; JSA appointment booking; college applications; job applications; CV writing etc. Where the young person needs high support the key worker would use the laptop and discuss the form filling with the young person. The aim though is to move towards the situation where the young person is confidently able to use the laptop themselves with the key worker watching over and finally, a point where the young person can complete these actions and others such as searching for insurance/utility deals online themselves without support.

### **Positive Risk Taking**

Positive risk taking can be managed by supporting the young person to prepare a risk management plan for identified risks. For example, travel with a risk management plan in place would include planning the route; making sure the young person's phone is charged; agreeing contact with staff at certain points on the journey/reaching the destination; agreement of an action plan to be taken by the young person in an emergency; setting speed dial for calling the office; agreement with a third party (family member) that they will accompany to public transport at the other end.

### **Security and Stability**

All our properties are supervised 24/7 by experienced live-in staff; CCTV is provided in public areas within shared units; all service users are provided with a dedicated key worker from the outset of the placement; we undertake matching in order to minimise risk to service user from other young people in placement; we have a visitor management procedure in all units; no drugs or alcohol allowed in our units; we work closely with other professionals (YOS; local police; social workers). We have long term control of the properties we use in order to offer security of tenure.

### **Sharing Concerns**

Regular key worker sessions; open door policy from senior management; regular house meetings; complaints procedure discussed at induction; copy of our complaints procedure given to young people and put on noticeboards; we would facilitate use of an advocate where considered beneficial for the young person.

### **Missing Person Policy**

All our units operate a Missing Person Policy as set out in the London Child Protection Procedures, Section 3. Children Missing from Care, Home and Education.

### **Child Sexual Exploitation**

It is important to emphasise that because a child is 16 or 17 and can legally consent to sex, it does not make them less vulnerable to sexual exploitation.

A child who is being exploited has not consented to sex regardless of their age. Hence the law regarding the age when a child or young person can consent to sex is only relevant when considering the offences with which a perpetrator may be charged.

The following signs and behaviour are some of those in the list of factors we look out for in children who are already being sexually exploited:

- Missing from care;
- Absent from school or college for whole or part days;
- Sexually-transmitted infection/s;
- Injuries caused by sexual activity;
- Recruiting others into exploitative situations;
- Poor mental health;
- Self-harm;
- Thoughts of or attempts at suicide.

#### Roles and Responsibilities For Abiding Care and Support Staff

The sexual exploitation of children is child abuse and professionals and volunteers working with children and young people should follow the commissioning (placement) local authority policies and procedure in respect to the particular young person for the safeguarding of children when they have concerns that a child or young person is at risk of, or is being, exploited.

It is the responsibility of all professionals and volunteers working with children and young people:

- To be aware of the risk factors and indicators for CSE and to be alert to the possibility that a child they are in contact with may be being sexually exploited;
- To understand their organisations policies and procedures regarding CSE and to ensure they follow them where they think that a child may be at risk of or being exploited;
- To know who their organisation's designated safeguarding children professional is and how and when to contact them for advice;
- Be sufficiently knowledgeable and competent to contact local LA children's social care or the police about their concerns directly and to complete the appropriate referral form.

#### Clarifying the cause for concern: Information gathering and monitoring

Professionals/volunteers may have concerns that a young person is at risk of sexual exploitation, but the concerns may be non-specific and could have arisen for a number of different reasons. These concerns might arise because something unusual happens or the young person's behaviour changes.

For example:

- A young person who has not previously been seen with expensive belongings, starts to be seen with expensive clothes and/or phone etc. and there is no immediate explanation;
- A young person truant from school on 2 or 3 occasions;
- A young person's appearance and personal hygiene deteriorates;
- A young person's behaviour and/or mood deteriorates and there is no obvious explanation.

In these circumstances, the professional/volunteer would:

- Keep an open mind – there may be a number of different reasons for these changes;
- Discuss their concerns with their designated safeguarding professional lead, who will be able to offer advice and suggestions for further action and also decide whether a referral to LA children's social care is required;
- Gather information – often it is only when otherwise small pieces of information are shared that it is possible to see whether they add up to a serious concern. Alternatively, sharing information can allay fears by providing a reassuring explanation. Depending on the remit of the organisation and the role of the professional/volunteers, it may be appropriate to:
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Similarly, we monitor dirty dishes and dirty cooking equipment by CCTV and where it is left unreasonably long we prompt the young person who used the crockery/pans to wash them up. Repeated failing to wash up after themselves can lead to formal warnings. This is all part of supporting the young person to take responsibility and prepare for living independently.

Abiding Care provides a large number of wall clocks in its properties, including in the bedrooms. This is done to make it easy for the young people to watch the time and prepare for appointments; college; work. We also run a diary system on behalf of the young people which logs all their diary commitments we are aware of in order to prompt them to attend appointments and to support them in doing so when required. We would aim to gradually reduce the level of support over time in this area. For instance, we might arrange a first appointment and attend with the young person; on the second occasion we might arrange it and travel with the young person but not attend; on the third we might help them to plan their route and on the fourth we might just prompt them to leave the placement on time.

Abiding Care is flexible in how it supports young people to budget. For some young people we hold their weekly allowance; allocate funds from it for food shopping (which we support them to do), Oyster top ups, phone top ups and giving the balance daily as pocket money. For other, more independent young people we might support them with food shopping/ top ups and give the balance to them in one payment. Where the young person has demonstrated necessary budgeting skills we would give them their weekly allowance once a week and trust them to budget for food/top ups. This is a gradual process to move a young person from a Residential/Foster frame of mind towards fully independent budgeting.

All of our key workers are provided with a laptop computer for the primary purpose of using it alongside the young people, to work them in completing housing benefit applications; driving license applications; JSA appointment booking; college applications; job applications; CV writing etc. Where the young person needs high support the key worker would use the laptop and discuss the form filling with the young person. The aim though is to move towards the situation where the young person is confidently able to use the laptop themselves with the key worker watching over and finally, a point where the young person can complete these actions and others such as searching for insurance/utility deals online themselves without support.

### **Aims and Motivation of Abiding Care and Support**

The name 'Abiding' was carefully chosen to reflect the motivation of the business owners. Synonyms for the word 'Abiding' are: enduring, lasting, persisting, stable and steadfast. The word 'Care' was incorporated into the trading name of the business because the business owners 'genuinely care' about the welfare and outcomes of the young people we support.

After three decades of senior management experience within corporate environments, the Director of Abiding opened a new service in the Summer of 2016, providing accommodation and support for young people leaving care. He chose this service area because he had for the previous few years been a successful single resident parent for five teenage children and proven to himself that he could offer steadfast and caring support to young people, resulting in them achieving very positive outcomes. He has also managed his own student accommodation for many years, interacting regularly with the students and guiding them into independent living.

## **Aims and Motivations Achieved Through Service Delivery**

When recruiting senior managers and key workers, the Director seeks people with a similar ethos to himself – people who are steadfast in their support for service users and who genuinely care about the outcomes achieved. He also seeks out staff who have significant experience in providing support to young people leaving care - knowledgeable people who have the experience to provide a high quality of service.

In order to assist with attracting the best staff, they are paid top quartile salaries and outcome focused bonus schemes form part of the remuneration packages for senior staff and key workers. All staff are contracted to complete at least Level 3 Children and Young People courses within the first three months of joining Abiding, together with a range of tailored training – all training is funded by the Company.

When procuring, renovating and furnishing accommodation for service users, we invest in delivering well planned; well-equipped and well-furnished houses. Monitoring Officers and other professionals regularly describe Abiding Care and Support properties as amongst the best semi-independent properties they have ever seen

## **How We Understand The Young Person's Sense Of The World**

We have already described how our founding Director has, as a single resident parent, successfully supported five children to achieve great outcomes in their lives. From this, he brings a good understanding of young people to the service. Senior management and key workers have extensive (many years) experience of working with young people and have learnt how to gain the trust and engagement of young people they support.

Additionally, we use structured tools including the Outcome Star model to understand the particular young person's perspective of themselves and the areas of support they think they need.

## **Meeting The Individual Needs Of Young People**

We have a support team of varying ages; ethnic backgrounds and of both genders. We make every effort to achieve a good match between our key worker and the young person. If we find that there is not a good match we will take action to review the support strategy and make changes where required.

Where the young person has particular age, cultural, ethnic or religious needs we will personalise the service to meet these needs. For instance, we would make provision for a vegan to not have meat in the fridge they use; we would seek an ensuite bedroom for a female who, for religious reasons, felt uncomfortable sharing a bathroom with male residents; we would allow someone adhering to Ramadan to prepare and eat food late into the night; we would not place a 16-year-old in a shared house with a 20 year old.

Support plans are developed individually to match the particular needs of every young person, using the Outcome Star method.

## **Receiving Referrals**

All referrals are received by the Director of Abiding, including out of hours and emergency referrals. The Director reviews the referral information and if he considers any part of the referral to be inadequate in order to make an informed decision about a possible placement he will ask the referring officer for more information. For instance, there may be more information required related to a risk assessment or to particular religious/cultural needs or related to an illness.

If the Director considers that Abiding can possibly place the young person within our service, he sends the referral documentation to the company Safeguarding Officer and they discuss the referral, the needs of the young person and any matching issues requiring consideration.

For planned referrals, the next step would be to arrange a visit by the young person and their social worker to one or more of Abiding services. The young person would be shown the possible bedroom and the public areas- an informal interview of the young person and their social worker would take place – conducted by the Director; the Safeguarding Officer or the key worker whom was likely to support that young person.

A placement offer would then be made to the young person; their Social Worker and the Placements team in the local authority. If this was accepted, a date for the young person to move in to the placement would be agreed. A Placement Planning meeting would also be arranged.

In the case of emergency and out of hours placements, the Director would receive any relevant background information on the young person from Duty/EDT and would make an assessment of whether there were any matching/Safeguarding issues before agreeing to the placement.

If there were Safeguarding issues, the Director would discuss these with the Safeguarding Officer and seek the guidance of the Safeguarding Officer on placement and, if accepted, on precautions which need to be put in place.

During the placement visit by the young person and their social worker, the House Rules would be discussed with the young person and their social worker. Where necessary, maybe for Safeguarding reasons, the rules might be adapted for a particular young person.

After the placement commences, the steps 6.6 to 6.10 in the Sutton Service Specification would be followed.

## **Matching Policy**

The matching process used in Abiding takes into account the following:-

- ☐ Young person's views if age appropriate
- ☐ Young persons's age
- ☐ Gender

- ☐ Location required/schooling/contact
- ☐ Ethnicity, Language, Religion and Culture of young people
- ☐ Disability levels and special needs of young people
- ☐ Child protection concerns/issues
- ☐ Risks to other young people/staff from challenging behaviour

Where a young person is over 18 years, very careful consideration would be given to whether there are any child protection concerns/issues with them being accommodated in units also accommodating young people below 18 years of age, particularly around CSE, offending and drug/alcohol abuse. Abiding Care does not accommodate young people over the age of 19 in any of its semi-independent properties.

### **Notification of Placement Referrals By Other Local Authorities**

All but one of the London boroughs we currently work with leave it to Abiding to decide whether it is necessary to discuss a placement in a share house by another borough, expecting us to use our Safeguarding experience to a) decide ourselves whether there is a sufficient match or b) decide to discuss whether there are matching issues with one or both boroughs concerned. If however, Sutton wished to be consulted on all placements by other boroughs in shared houses where they have a service user, that would be achievable by Abiding.

### **Case Study (BJ)**

This Case Study reflects support provided by the Abiding Care Operations Manager before joining the service. It has been included because Abiding Care is a relatively new provider - launched Summer 2016 - and so case studies of the full Abiding Care pathway are limited.

BJ's dream ever since he could remember was to become a police officer. He lived happily with his foster parents outside London for eight years.

Understandably he became very upset when he was informed he had to move back to Hounslow into semi-independent accommodation.

Reluctantly BJ moved into an eight bed supported hostel for 16- 21-year olds. He left behind a foster family he was very close to, his school friends, his girlfriend and a part time job.

BJ required support with accessing benefits, a daytime activity and his emotional well-being. Support was offered to integrate him into his new community as he felt isolated in his new surroundings. BJ was invited to the Tenant Representative Forum within the organisation to meet other service users. He was recommended to become a volunteer on the Youth Panel where it was hoped he would make some friends and get satisfaction that he was making a difference. BJ was supported to make the initial call to DWP and accompanied to his first appointment. Staff monitored BJ dealing with his

claims until he felt comfortable to manage it independently.

BJ accessed intensive support to submit an application to apply to become a police officer. A community safety officer application was also made as a backup plan. In the meantime BJ was supported to apply for benefits and started a part time job. He became very lonely and isolated, missing his foster family and friends back home. He was encouraged to join the local football team hoping he would meet some new friends. Social Services supported him to take driving lessons in readiness for employment with the police. His confidence was boosted when he passed his first driving test.

BJ narrowly missed the grade to become a Police Constable but was successful with his application to become a Police Community Safety Officer.

He was devastated as he desperately wanted to be a Police Constable. The local Police Community Safety Officers (PCSO's) were invited to visit the scheme. They spoke to BJ about the role and managed to convince him to take up the offer. BJ completed his training and thoroughly enjoyed the job along with the wide circle of friends he made. He later he applied to become a Police Constable and his application was accepted.

BJ was supported to sign up and make a successful bid on Locata. He was accompanied by staff to the viewing and the sign up before moving into his own local authority accommodation. He regularly visits the scheme with his girlfriend and says he is very happy with his life at present.

Initially BJ believed he could never realise his dream to become a police officer. Staff persisted in supporting him to take the small steps when he had given up hope. We have learnt to never give up in supporting young people to make the right choices to make a better life for themselves even when the young person has given up themselves as we are their enablers.

It was a challenge to motivate BJ to continue on his journey when he was unsuccessful in securing the Police Constable position. We thought out of the box and contacted the local PCSO's to help us persuade BJ that he still had a good offer. BJ feedback that he was eternally grateful as he would have never considered becoming a PCSO and this is what lead him to becoming a police officer today.

### **Case Study (CB)**

CB was an 18-year-old who had her first child taken into care due to neglect at aged 16.

CB had also been a victim of domestic violence and was moved to a supported hostel for her own safety. She had taken out an injunction against her ex-partner and was waiting for the court case to come up. CB saw her ex-partner whilst out shopping near her home. He breached the conditions of the injunction by approaching CB and trying to talk to her. CB managed to walk away and reported the incident to the police. Social Services felt it was necessary to move CB again for her own safety. An emergency referral was made to Abiding Care and CB moved into our placement the next day.

CB required support with accessing benefits, attending court for domestic violence for two previous partners, accessing a daytime activity, emotional well-being and budgeting when she arrived at the placement.

It soon became evident that CB did not want to reside at the placement as she was no longer near her family (she had to be moved out of area for her own safety). She repeatedly went missing from the house. Staff worked in partnership with Social Services by scheduling meetings, issuing warnings and enforcing the Missing Person's Policy and Procedure to reduce CB's missing episodes. The outcome of this work was that authorised, planned and monitored visits to family were agreed and the missing episodes eliminated.

CB was accompanied to Court several times by placement staff to give evidence and supported through the process of prosecuting her ex-partner for domestic violence.

CB was supported to prepare a CV and to apply for work in the local area. She was offered a two week trial in a local restaurant. CB found out she was expecting a baby shortly after starting work. She was supported to attend a number of hospital appointments to deal with complications in her pregnancy. CB was unable to complete her two week trial at work.

The local Borough Social Services also became involved with CB when they were informed she was pregnant as she had her first child taken into care and had a number of relationships in the past which involved domestic violence. Staff supported CB through her pre-birth assessment by providing reports, being sympathetic and listening to her concerns, ensuring she attended her meetings and explaining how her actions could affect the decisions that were being made. Staff attended a number of meetings with CB whilst being assessed. This was a difficult time for CB as she had been through the process before which brought back sad memories.

To CB's relief she was allowed to keep her baby. She was moved to a Mother and Baby unit when her child was born. CB thanked the staff before leaving the placement for having the patience to deal with her in her darkest moments and encouraging her to have faith that the right decision would be made by professionals. CB has kept the baby and is now living alone with the baby and receiving floating support. This is the most successful outcome that could have been achieved and in no small part down to the care and support of our placement staff.

### **Case Study FM**

On the evening of Friday 30th December 2016 (New Year Weekend), Richmond Social Services contacted Abiding Care with an emergency placement. It was explained that FM had

been the most challenging young person in their care over the past three months. FM had tried



to self harm by trying to jump off a bridge; stood in the road in an attempt to be run over by a

car and cut her arms over previous weeks. She had been sectioned three times within the

previous three months and undergone mental health assessments each time, all of which

concluded she did not meet the threshold to be submitted to a mental health unit. The plan was

to move FM to high supported accommodation the following week. Meanwhile, 2:1 support was

commissioned with Abiding Care until she could be moved.

FM arrived at the unit with two security guards and two members of staff from her previous

placement. She said she did not want to move and had to be coaxed into the house and

persuaded to view her room. She would not take off her coat, nor go to her room or go to sleep.

FM suffered from OCD - she continually wiped her clothes and surroundings with antibacterial

wipes. FM had also made a number of allegations about staff and young people at her previous

placement.

The next day FM decided she was going to travel to the other side of London to challenge the

staff at the previous placement. She became aggressive when staff would not give her travel

money. She repeatedly set off the fire alarm, tried to break the window on the front door,

removed pins from the noticeboard to self harm and tried to harm staff when the pins were

taken from her.

FM kept her coat on and would not use her bedroom or shower for days. She said her clothes

were contaminated and started washing and drying them over and over again. Eventually she

became tired and was persuaded to sleep in her bedroom. She slept in her coat with no

bedding on the bed. FM complained about smells coming through the floorboards in her

bedroom.

Social Services were unable to find a suitable placement as planned. They also recognised the

hard work undertaken by the Abiding Care team was starting to pay off because FM was

becoming less difficult and more emotionally stable. Abiding Care was asked to keep working

with FM. This was agreed on the condition that the placement was reviewed weekly.

Staff worked tirelessly to support FM. She was moved to another room which she reported did

not smell; she was initially given permission to use the washing machine and drier as many

times as she liked 24 hours a day; staff used gloves when supporting her with laundry; she was

allowed to stay up in the communal area until she was ready to go to bed. Staff started to build

a rapport with FM as they accompanied her to the shop and supported her to prepare her own

meals. These measures helped staff to engage with her and gain her trust.

Over the following weeks, FM slowly became comfortable at the unit. But she refused to attend

a local college as she maintained she wanted to move back to her area. She reported that it

was nice to sleep in a bed that had been made up and she felt staff actually cared. Gradually,

staff introduced rules so that FM was following the normal House Rules along with other

residents.

FM remains in the Abiding Care placement to this day. She has recently successfully completed two 5 day residential courses with National Citizen Service. She was also recently

accompanied to various college open days and has now signed up for a local college course

that starts in September.

FM was initially referred to Abiding Care for a few days over the New Year and we agreed to

support her over this period because, due to her high needs and challenging behaviour, the

local authority had absolutely nowhere else for her to go. We learned that with hard work her

high needs and challenging behaviour could be lowered in time. We found that by being very

supportive and understanding of her when she first moved in and allowing her non adherence to

rigid House Rules gained her trust. It showed her that we would do our best to make the

placement work and that we cared. We were then able to slowly introduce the normal House

Rules to her and to stabilise her placement.

At times it was difficult dealing with other young people in the house who were seeing FM

receive special treatment. However, we explained to them that there was a reason for our

actions, which they understood, and ended up with a significant success story and a house in

harmony.

Abiding Care and Support currently has three shared 24/7 supervised semi-independent houses for occupation by young people aged 16-19 years of age. These houses are located in Hillingdon, Edgware and Enfield. At the time of writing this tender response we are in negotiation to acquire a fourth house in the borough of Kingston Upon Thames . If successful in becoming a Sutton tender provider, it is anticipated that we will open further houses in South West London boroughs.

All of our current houses are ultimately owned by shareholders of Abiding. This arrangement provides security of tenure not available to providers who rent their properties on the open rental market. This is a major benefit to residents in that they can have continuity of placement until they are ready to move on.

All Abiding properties go through a refurbishment/redecoration process before they are made operational. Photos of our Enfield house immediately before it became operational on 14/8/17 can be seen at the end of this paper.

All maintenance of Abiding properties is undertaken by Abiding itself or by maintenance services owned and managed by shareholders of Abiding. Abiding

shareholders own a number of property businesses which control large property portfolios throughout London and South East England.

You will see from the photos at the end of this paper that Abiding sets high standards for the fitting and furnishing of its semi-independent shared houses. The fitting and furnishing specifications of public areas and bedrooms are developed to comply with both HMO regulations and the property specifications set out in the West London Alliance semi-independent Service Specification. Furnishings are also chosen to make residents feel they are appreciated and valued – that Abiding is trying to make this their home.

Bedrooms generally have a single bed; a wardrobe; a chest of drawers; a desk; a bedside cupboard; a mirror; a clock and a mini-fridge. Kitchens generally have two fridge freezers; two ovens; two hobs; two sinks; a washing machine; a tumble dryer and designated storage space for each resident. Lounge and dining areas generally have a six place dining table; a sofa; lounge chairs and a Smart TV. Playstations are also provided in some houses.

Complaints about the condition of the properties (faults, breakages, repairs, decoration) are raised by residents and/or staff with the Director of Abiding. He allocates appropriate works to either maintenance staff employed by Abiding or, where the complaint relates to Landlord responsibilities, to the maintenance coordinator working for the landlord property businesses. Works are completed in a timely way and to a high standard by professional tradespeople. Resident and/or staff complainants are kept informed about the work undertaken and the timing of the work.

Each house has a set of house rules. These are discussed with each new resident during their induction and the young person is asked to sign a copy of the rules. The house rules are reviewed quarterly by staff and at resident house meetings periodically. Where a change to house rules is proposed there is a formal consultation with the current residents as set out in their Licence Agreement. House rules are displayed on noticeboards and adherence to them is monitored by both staff and on a peer basis by other residents. Breaches of house rules can lead to Warnings in accordance with the Warnings Procedure.

Guests of over the age of 16 are welcomed to the houses, so long as they comply with the house rules. Guests of residents have to provide photographic ID on their first visit to the house. A copy of the ID is filed for future reference. Thereafter, guests can attend the house with the resident and sign in/out of the Visitors Book on each visit. Guests are not allowed in the house overnight – they must leave by curfew. The monitoring of guest visits is undertaken by live-in staff.

Inevitably, when people live together and as neighbours, there can be disputes. Where disputes can't be resolved between residents or between residents and live-in staff/neighbours, key workers or senior managers will offer dispute resolution sessions using conciliation techniques and, where necessary, arbitration. It is the case though that such disputes are few and far between because of the implementation of conduct agreements including the Licence Agreement; House Rules; Support Agreement; Good Neighbour Agreement and a Future Conduct Agreement (prepared at Third Warning).

Generally, because staff are experienced in supporting young people and because they are selected by management to show a genuine desire to care for the service users, there are rarely complaints from service users about staff. If however, there is a need to complain about staff, we have a clearly documented Complaints Procedure which is followed.

Earlier in the paper it is noted that Abiding generally uses houses which have been newly refurbished. This means that we use modern and efficient boiler technology/water storage systems. When refurbishing we fit new energy efficient cookers; fridge/freezers and washing/tumble equipment. All of our lighting is low energy and movement sensor switched in public areas. Our waste from semi-independent houses is split into recycled waste/general waste.

### **Management And Staffing Structure/Experience**

Abiding Care and Support is a relatively new provider, formed in Summer 2016 by a group of companies who control a large residential property portfolio, consisting of more than 500 properties across London and the Home Counties. A large part of that property portfolio is rented to vulnerable adults and previously homeless people. The wider group therefore has a good understanding of supported housing provision needs and sensitivities of dealing with people in this sector.

Abiding Care and Support is managed by a senior management team who between them have extensive experience in general management, providing good quality accommodation and most importantly, in supporting young people.

The Company is led by Craig Tucker. Craig has had many years of experience in senior management roles within large regulated businesses and within the student lettings sector. He has therefore been able to implement tried and tested best practice business processes, policies and procedures within Abiding Care and Support. Since 2010, Craig has been the single resident parent for his five teenage children and

therefore gained first hand knowledge of supporting young people to achieve positive outcomes.

Our semi-independent living service for young people is led by our Operations Manager, Deanne Straker. Deanne has more than 20 years experience in the supported housing sector and professional qualifications in housing management. She has a strong track record of delivering outstanding supported services, regularly achieving A & B grade Quality Assessment Framework scores. Deanne achieved these scores by managing diverse teams, meeting the needs of some very challenging and complex service users.

Whilst previously working for Shepherd's Bush Housing Association, Deanne set up and for three years, managed a twenty six bedroom semi-independent service for young people aged 16-21 which included five assessment units. She worked closely with the local authority (Hounslow) and other outside agencies to establish and maintain a good working relationship in order to achieve successful outcomes in respect the young people her team supported.

Deanne is responsible for making sure that monthly reports and quarterly workbooks are submitted to the local authority within deadlines. She manages the staff team to ensure they follow policies and procedures and achieve positive outcomes for young people in accordance with their support plans and pathway plans.

Each young person is supported by a designated key worker. Key workers employed by Abiding Care and Support each have several years of experience in supporting young people to develop independence, obtained prior to joining the Company. Some key workers have specific experience in dealing with high support needs and hard to reach young people.

Each of the properties included in the Tender Response has a live-in supervisor who occupies the property 24/7. The live-in supervisors work on rotations of approximately four weeks, so providing continuity of support and supervision day and night, over the week. All live-in staff are provided by

an agency who specialises in providing live-in carers. The agency is CQC registered and so all live-in staff are required by CQC to be trained to their minimum standards in areas such as First Aid, Safeguarding, Health and Safety, Administering Medication, Dealing with Challenging Behaviour etc.

### **Allocating Key Workers to young people.**

As a general rule, we allocate a designated key worker to a single semi-independent house for the large part of their working week. The key workers allocate their support hours according to the particular needs of the young people, with regard to the support hours which have been commissioned for each young person. However, if a young person needs more support hours allocated than has been commissioned, we would do our utmost to meet the needs of the young person. Only if the young person regularly needed more support than had been commissioned we would request a review of the support needs for that young person.

In the event that specialist key worker skills are required, or maybe because a personality clash between the designated key worker, we would always consider allocating a particular key worker to work with a young person, even if they were not the designated key worker for that house.

### **Recruitment and Training**

Recruitment processes will seek out the attributes, skills and abilities that are essential criteria for the roles to meet the specification and needs of the service in accordance with the job descriptions of the roles. Benchmarking will ensure that we offer competitive salaries and attract good calibre applicants.

Our advertising is sector specific, and recruitment is non-discriminatory, resulting in a highly skilled, diverse staff team. We also retain a specialist recruitment agency to search and screen potential candidates for the key roles in our service.

#### **Checking Skills, Attitudes and Background**

Senior managers will conduct competency based interviews. These include psychometric, practical ability checks and computer literacy testing. Questions are scenario based, informed by legislation to gain insight to the candidate's knowledge and values. Successful applicants are required to provide the following information:

1. Photographic evidence of identity and the proof of right to work in the UK.
2. Proof of their current address (within 6 months)
3. Proof of qualifications
4. An up to date CV, including all employment and education history
5. Two written references on headed paper or from corporate email addresses
6. A valid enhanced DBS check (must be renewed thereafter every 3 years)

### **Training And Development**

A comprehensive induction (using a staff induction checklist) is completed within the first two weeks of employment. Training and shadowing is provided over the course of the following six month probation period.



Abiding Care and Support has clear and comprehensive Policies, Procedures and reporting systems in place. It is a requirement for all staff to read the Policies and Procedures and sign off to state they are fully aware of their content - this reinforces good working practice.

Abiding Care and Support provide specific new starter training and refresher courses for existing staff in Child Protection and Safeguarding, Substance and Alcohol Abuse, Child Sexual Exploitation, Gangs and Community Safety Awareness, Health & Safety, Emergency First Aid and Food Hygiene.

Key workers are supported to progress to NVQ Level 3 and managers to progress to NVQ Level 5. Support is both financial and the allowance of time for study programmes during the working week.

Team meetings are held monthly to allow two way information sharing. They also involve case reviews and scenario based discussions which enhances the team's learning.

Staff will receive regular monthly 1-1s with line managers, using our 1:1 template document to discuss operational duties and case reviews. Training needs are formally reviewed twice yearly during performance reviews for all staff and reflect on both the individual's learning goals and the needs of the Company.

In-house and external training will be sourced to meet training needs. Staff will attend regular refresher courses and local authority updates such as changes in legislation.

In respect to supervision of staff, senior management visit every unit every week. Senior management also randomly audit at least 30% of service user files every month, checking that all required information is in place and up-to-date. All risk assessments and incident reports are signed off by senior management. We have a standard handover template which is completed on every staff handover.

### **Managing and Monitoring Outcomes**

Abiding Care Outcomes are grouped around the Every Child Matters headings:

- ☐ Be healthy
- ☐ Stay Safe
- ☐ Enjoy and achieve
- ☐ Make a positive contribution
- ☐ Achieve economic well-being

### **Key Principles underpinning Preparation for Independence**

Our support for young people in their preparation for independence and the transition to adulthood focuses on the strengths of young people and progresses at a pace that suits the young person – we seek to identify the timescale that is required to make a successful transition to adulthood. Our key workers always seek the views of young people and their social workers within this process.

Our Preparation for Independence programmes always address particular needs arising from issues of gender, class, sexuality, race, culture, religion, linguistic background and disability.

#### Examples of How We Support Young People

When young people first move to our accommodation we ensure young people are registered with a Doctor; a Dentist and an Optician In addition, we ensure young people are aware of the location of the nearest: Accident and emergency unit; NHS walk-in health centre; Sexual health facility/clinic; Alcohol, drug and substance misuse service; Services related to mental health and emotional well-being.

We develop Risk Assessments (jointly with the young people wherever possible) and agree a plan with each young person as to how they can stay safe. We monitor their attendance at the placement and advise professionals if we consider a young person to be missing. When specific risks are identified such as CSE; gang affiliation; self harm; suicide, drug or alcohol abuse, we work with the young people; their social worker and specialist service provisions to develop a support plan related to that specific risk.

We support young people to identify and take part in leisure, volunteering, education, training and employment and other activities and opportunities aimed at improving young people's self-esteem, confidence and economic well-being.

We provide comprehensive support to young people in the development of independent living skills such as budgeting; food shopping; cooking; cleaning and personal hygiene.

We support young people to seek appropriate legal advice; to attend Court and to successfully complete Youth Offending Orders. We help young people to progress residency applications where they are seeking asylum.

All support plans are reviewed with the young people; their Social Workers and our Management regularly, by way of regular informal reviews; Monthly Reports and six monthly LAC reviews. Where progress is not being made the issues are discussed and a revised plan prepared.

#### **Building Relationships With Young People and Social Workers**

Staff are employed by Abiding Care who have a genuine interest in working with young people; staff who can build a good working relationships with the young people and their social workers.

During inductions and regularly thereafter, staff inform the young person of their role and the nature and expectation of the service. This includes reminding young people they have committed to engage with their support worker by signing the Support Agreement which sets out the expectation of the service and the expectation of the young person. It is made very clear to the young person that the support worker and social worker work in partnership and share all information.

Staff communicate with the young people and social worker in a number of different formats: verbally, by text, by phone and in writing. They would ensure they converse at a level that the young person could understand which would start to build up the relationship. Staff would assist the young person in completing tasks such as making telephone calls to outside agencies such as the Jobcentre until such time as they were confident to do so themselves, they would accompany young people to appointments and advocate on their behalf where necessary and assist the young people to complete paperwork both in writing and online. Staff would listen to the young person and social worker and ensure they complete their actions as agreed to further build trust.

Staff schedule keywork sessions with the young person. Keywork sessions are structured to give the young person a chance to talk freely about anything they wish. They also have a structured section that reviews progress on actions the staff member and young person have taken since the last keywork session. Staff use the opportunity to praise the young person for actions taken since the last key work session and address any concerns they may have.

Keywork notes are written up and signed and dated by the young person. All signed documentation and all correspondence received from outside agencies is scanned into the young person's online folder as evidence of the support provided.

The social worker receives monthly reports from the keyworker (weekly for high support clients) that details the support provided to the young person. The reports give a weekly account under a number of headings such as Budgetary Skills, Engagement with Placement, Education,

Employment and Training. This gives an insight into the support provided over the past month.

Staff empower the young person to realise they can achieve whatever they want in life so long as they are prepared to put in the effort to achieve it. The young person is supported to set achievable goals by completing an Outcome Star which identifies their needs. A Support Plan is then prepared which sets out the steps to be taken to achieve their goals. The social worker is invited to attend some keywork meetings to be involved in completing the Outcome Star and the Support Plan. The support worker and social worker work together in supporting the young person to take the little steps needed to achieve the goals.

The support worker and social worker would make every effort to identify any barriers and innovatively find solutions to engage with the young person. This would in turn establish a good relationship between the support worker and social worker. This would include offering flexibility around appointments, assistance with budgeting finances, demonstrating empathy and understanding and listening to the young person. For example, three-way meetings may be arranged off scheme, in a more informal setting.

Staff outline their role to young people and how they work alongside the social worker, sharing information to and from the social worker. This would avoid any misunderstanding of information sharing. Three-way meetings in which the young

person, social worker and support worker attend would be scheduled to reinforce that everyone was working towards the same goal. The support worker would ensure they keep the social worker updated on any events by telephone, text and email.

Staff consult young people during resident meetings to get feedback on what activities take their interest. They schedule activities relating to the make-up of young people in the house. This would involve inviting outside agencies such as the Safer Neighbourhood Police, Drug & Alcohol and Sexual Health Services to talk young people during resident meetings. Staff schedule the agreed activities and display the Activity Plan on the noticeboard to maximise attendance and remind young people that the activity is taking place. Standard activities will include cooking sessions, games and film nights. Staff facilitate fundraising for bigger educational activities such as the theatre. Local organisations are approached for funding.

Young people are informed of the Missing Person's policy and procedure when being inducted into the house to minimise confrontation with staff should they need to be reported. Staff ensure young people are fully aware of the procedure and the importance of communicating their whereabouts to avoid the procedure being instigated. The Missing Person's procedure is revisited during keywork session, house meetings and where needed during threeway meetings to minimise a breakdown of the relationship of trust between the young person, support worker and social worker.

Staff think outside the box by doing the small extra things such as buying extra bedroom storage and thinking of innovative ways to make a young person feel special. They take the time to explain why certain decisions have been made to give a young person an insight and avoid any resentment.

## **Schedule 10 Individual Placement Agreement**

**Dated** 201[ ]

**THE LONDON BOROUGH OF SUTTON**

-and-

**[NAME OF FRAMEWORK PROVIDER]<sup>1</sup>**

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<sup>1</sup> Insert name of Framework Provider and remove square brackets

## **CONTENTS**

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2. Commencement and Duration
3. Implementation of the Framework agreement
4. Changes to The Framework agreement
5. Price and Payment
6. Representatives of the Parties
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9. Temporary Suspension of Services To Customer
10. Ending an Individual Placement Agreement
11. Performance Monitoring
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**THIS INDIVIDUAL PLACEMENT AGREEMENT** is dated

**201[ ]**

## **PARTIES**

- (1) **THE LONDON BOROUGH OF SUTTON** of Civic Centre, London Road, Modern SM4 5DX (the '**Authority**').
- (2) **FULL COMPANY NAME** [incorporated and registered in England and Wales with company number (**Insert no.**)] **OR** [a charity registered in England and Wales with charity number (**Insert no.**)] whose [registered] [principal] office is at [**Insert Address**] (the '**Framework Provider**')<sup>2</sup>.

## **BACKGROUND**

- (A) On [●] the Authority confirmed its appointment of the Framework Provider as one of the potential providers upon whom the Authority may call to deliver the Services under a framework arrangement.
- (B) The parties have signed a document which forms the framework for the provision and receipt of services under the framework arrangement (the "Framework Agreement").
- (B) The Framework Agreement contemplates the entering into of separate agreements by which the Framework Provider will provide the Services, on the terms set out in the Framework Agreement to children and young persons referred to it by the Authority.
- (C) The purpose of this Individual Placement Agreement ('IPA') is to implement the provisions of the Framework Agreement in respect of the Child or young person named in Annex 1 to this IPA the (Particulars).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 Terms used in the Framework Agreement shall have the same meaning when used in this IPA except to the extent expressly provided otherwise in this IPA.
- 1.2 The rules of interpretation set out in the Framework Agreement shall apply to this IPA except to the extent expressly provided otherwise in this IPA.

### **2. COMMENCEMENT AND DURATION**

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<sup>2</sup> Complete as appropriate and delete inapplicable information. Registration numbers are unique and they are important from a legal point of view for the purposes of identifying a company and for checking its status.

- 2.1 This IPA shall take effect from the [●] ('Effective Date') and shall continue for [●] months/years ('Term') unless terminated earlier in accordance with its terms or extended by agreement of the parties.

### **3. IMPLEMENTATION OF THE TERMS OF THE FRAMEWORK AGREEMENT**

- 3.1 The parties hereby incorporate in this IPA the provisions of the Framework Agreement to the extent that those provisions are not specifically amended by the terms of this IPA.
- 3.2 The parties confirm that they have full knowledge of and accept the terms and conditions of the Framework Agreement and undertake to comply with their respective obligations as set out in the Framework Agreement and this IPA.

### **4. CHANGES TO THE FRAMEWORK AGREEMENT**

Any modification, amendment or change agreed between the parties to the Framework Agreement (including, but not limited to, in respect of scope of the Services) shall, unless otherwise agreed in writing by the parties apply equally to amend the terms of this IPA automatically and immediately upon such modification, amendment or change taking effect under the Framework Agreement.

### **5. PRICE AND PAYMENT**

The fees and charges for the placement made under this IPA are set out in the Particulars and the Framework Provider shall submit invoices which shall be paid in accordance with the payment plan set out in the Particulars.

### **6. REPRESENTATIVES OF THE PARTIES**

- 6.1 Upon commencement of this IPA, each party shall appoint a representative whose name shall be recorded in the Particulars. Each party's representative shall have full authority to act on behalf of that party in connection with this IPA and any reference to a party in this IPA shall include a reference to that party's representative.
- 6.2 Either party may change its representative at any time by giving notice as soon as practicable to the other of the name, address, email and telephone number of the new representative.

### **7. FRAMEWORK PROVIDER'S OBLIGATIONS**

- 7.1 The Framework Provider shall:
- (a) ensure that all Key Workers and Staff work with the looked after child in a flexible way to meet the young person's needs as set out in the



Support Plan/Care Plan and in a way which promotes choice and control on behalf of the young person;

(b) attend all review meetings.

- 7.2 The Framework Provider will notify the child's or young person's Social Worker of any concerns including but not restricted to the provision of the Services.
- 7.3 The Framework Provider will inform the child's or young person's Social Worker of any changes relating to the level or frequency or quantity of care and support required or requested by the child's or young person's Social Worker. This may be either an increase or a decrease in the provision of the Services.
- 7.4 The Authority acknowledges that the Framework Provider and the child's or young person's Social Worker may agree and implement changes in provisions of the Services that relate to timings of provision, changes in day to day activity that equally meet the child's or young person's needs and secure the outcomes identified in the Support Plan/Care Plan attached as Annex 2 to this IPA. If the Framework Provider is uncertain whether any such change is acceptable, then it will seek the Authority's approval to implement the change.
- 7.5 The Framework Provider will ensure Key Workers work with the young person to identify and implement strategies to increase the young person's independence and skills and to thereby reduce where possible the amount or level of care and support that is required.

## **8. REVIEW OF CUSTOMER NEED**

- 8.1 If at any time the Authority is of the view that there has been a change in the young person's needs, the Authority upon reasonable notice to the Framework Provider shall convene a meeting to review the young person's need ('Review of Client Need Meeting').
- 8.4 At the Review of Client Need Meeting, the parties shall consider whether this IPA needs to be amended in any way, whether additional services should be provided in order to meet the needs of the child or young person, or whether the Services should be reduced or terminated due to the young person's changing needs.
- 8.5 The Authority shall prepare a written report of every Review of Client Need Meeting and deliver copies to the Framework Provider and the foster carer.
- 8.6 The parties may agree to amend the IPA without holding a Review of Customer Need Meeting. Where it is agreed in this way that additional or reduced services are to be provided, this IPA will be amended to reflect the agreement.

## **9 TEMPORARY SUSPENSION OF SERVICES**

- 9.1 Where the Authority gives (1) one Working Days' notice (or three (3) Working Days' notice in the case of programmed respite care provision) to the Framework Provider that the provision of the Services to the child/young person is to be suspended temporarily, the Framework Provider shall not be obliged to provide the Services during the period of suspension notified and the Authority shall not be obliged to pay any price in respect of the provision of the Services during that period.
- 9.2 In the event that the Framework Provider is unable to provide the Services at any time for any reason, the Framework Provider shall notify the Placements Team immediately. The provision of the Services shall then be suspended until such time as the Authority notifies the Framework Provider that the provision of the Services is to be resumed. In such circumstances the Authority shall arrange alternative placement for the child or young person and the liability of the Authority to the Framework Provider shall be limited to paying the price in respect of the Services that have been rendered to date, in accordance with the terms of this IPA.

## **10 ENDING AN INDIVIDUAL PLACEMENT AGREEMENT**

- 10.1 Where a party to this IPA has come to the decision (acting reasonably and ONLY in the interest of the young person) that the current placement is unsuitable for the young person, that party may serve a Termination Notice on the other party and this IPA shall end on the date set out in such Termination Notice. For purposes of this clause 10.1 the following notice periods shall apply:

<b>Duration of Placement</b>	<b>Notice Period</b>
Less than six (6) months	at least seven (7)
Six (6) months or more	At least twenty-eight (28) days

Where a party does not give the relevant notice period set out in the table above, then:

- (a) in the case of breach by the Framework Provider, the Authority reserves the right to deduct from any money due to the Framework Provider a sum equivalent to the cost of the package which normally would have been provided or to recover such sum as a debt.
- (b) in the case of breach by the Authority, the Framework Provider shall be entitled to invoice the Authority for a sum equivalent to the cost of the package which normally would have been provided and the Authority shall pay such invoice within thirty (30) days of receipt.

- 10.2 Where there has been a serious deficit in the standard of services provided by the Framework Provider or foster carer to the child or young person, then the Authority reserves the right to end this IPA in respect of the child or young person forthwith and without further payment to the Framework Provider. In such circumstances where this may apply the Authority shall put in writing to the Framework Provider the reasons why the IPA has been ended forthwith and without giving the notice periods set out in 10.1
- 10.3 Where a young person must be moved upon the direction and authority of a statutory agency (excluding the Authority), as in for example, pursuant to a probation order, following an arrest, sectioning, or in relation to an investigation such as child protection, by a court order, the party which first becomes aware of the move of the child from that placement shall notify the other party within a reasonable time of becoming aware of the move or proposed move. For the avoidance of doubt, where this clause 10.3 applies, the Authority shall only be liable to the Framework Provider for fees payable until the day that the child or young person is moved from said placement.
- 10.4 A party may terminate a placement for whatever reason upon at least an hour's notice if the placement is for an initial/trial period, a short-term/holiday placement, if such placement lasts seven days or less. The Framework Provider shall charge on a daily basis up to and including the day on which the young person leaves the placement.
- 10.5 This IPA shall end immediately upon the death of the child or young person.
- 10.6 If the Framework Agreement is terminated for any reason, this IPA will not come to an end automatically. If the Authority wishes to terminate this IPA following termination of the Framework Agreement, it will serve a Termination Notice on the Framework Provider setting out the date upon which the termination shall be effective.
- 10.7 The expiry or termination of this IPA shall not affect the liability of either party in respect of sums due and payable up to and including the date on which this IPA ends.

## **11. PERFORMANCE MONITORING**

- 11.1 The Framework Provider shall at all times co-operate with the Authority's processes for contract management, monitoring, evaluation and quality audit in whatever way as is reasonably requested by the Authority
- 11.2 The Authority shall monitor provision of the Services to the child or young person, dependent on the care package demands and changes required, but in any event at least [six (6) monthly].

## **12. NOTICES**

- 12.1 All communications relating to this Individual Placement Agreement shall be in writing and delivered by hand or sent by post, email or facsimile to the party concerned at the relevant address set out below (or such other address as may be notified from time to time in accordance with this clause 12 by the relevant party to the other party):

### **The Authority**

For the attention of: [●]

Address: [●]

Email: [●]

### **The Framework Provider**

For the attention of: [●]

Address: [●]

Email: [●]

## **13. ENTIRE AGREEMENT**

- 13.1 Subject to the provisions of clause 13.2 this Individual Placement Agreement together with the Framework Agreement, and any documents referred to in this Individual Placement Agreement and the Framework Agreement, constitute the entire agreement, and supersede and extinguish any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties relating to the subject matter of those agreements and documents;
- 13.2 Nothing in this Individual Placement Agreement shall be read or construed as excluding any liability or remedy as a result of fraud, fraudulent misrepresentation or deceit.

## **14. ORDER OF PRECEDENCE**

In the event of any conflict or inconsistency between any of the documents set out below the following order of precedence shall prevail (the first taking precedence):

- (a) this Individual Placement Agreement;
- (b) the Framework Agreement.

save to the extent expressly provided to the contrary in either of the agreements.

This Individual Placement Agreement has been entered into on the date stated at the beginning of it.

Signed by The London Borough of Sutton  
acting by:

Name:

.....

Signature

Position:

Signed as a deed by [Name Of The  
Framework Provider] acting by  
....., a director, in the  
presence of:

.....

Signature

.....

Director

Signature of Witness

Name:

Address:

Occupation:

## Annex 1                  Particulars<sup>3</sup>

### Section 1                          Child/Young Person's Details

<b>Child/Young Person's Details</b>		
Family Name:		First Name:
Known as:		
Legal Status While in Care:	Other Legal Status/Action:	Date of Birth:
Gender:	Ethnicity:	ID Number:

### Section 2                          Parties' Contacts

Framework Provider's details

Representative	Allocated Key Workers details
Name:	Name:
Address:	Telephone:
Telephone:	Email:
Email:	

Authority's details

Placement Team	Social Worker	Finance                          and Invoicing	Out    of    Hours Service
Name:	Name:	Name:	Telephone:  Email:  Fax:
Address:	Address:	Address:	
Telephone:	Telephone:	Telephone:	
Email:	Email:	Email:	

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<sup>3</sup> May be amended to include other variables relevant to the contract.

Type of Service Delivery	Accommodation costs	Support costs	Placement needs	Objective	Expected Outcomes	Negotiated Agreement Notes
Reducing need and developing independence  Developing independence						
Additional Service (s) outside core/specialist offer	Cost of Service		Placement needs	Objective	Expected Outcomes	Negotiated Agreement Notes
Additional service to meet specific individual need identified in the child's or young person's Support Plan/Care Plan:						
Additional service to meet specific individual need identified in the child's or young person's Support Plan/Care Plan:						

#### Section 4: Negotiated Variations to Core Costs

Type of Service Delivery	Cost	Per Time Period	Negotiated Agreement Notes
Glasses/Contact Lenses (any costs not covered by the NHS)			
Holiday exceptions (alternative arrangements/school holidays)			
Savings			
Transport Additions: <ul style="list-style-type: none"> <li>• General day to day</li> <li>• Supervised Travel</li> </ul>			
Other			

**Total Cost:**





1. The Framework Provider shall comply with any further written instructions with respect of processing received from the Council. Any such further instructions shall be incorporated into this Schedule.

2. **Processing by the Framework Provider**

- 2.1 **Scope**

DN: This should be a high level, short description of what the processing is about i.e. its subject matter.

- 2.2 **Nature**

DN: The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. Ensure that you set out clearly the kind of processing that will be done by the Data Processor.

- 2.3 **Purpose of processing**

DN: Please be as specific as possible, but make sure that you cover all intended purposes. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.

Please note the GDPR requirements relating to the legal basis and legitimate purposes for processing personal data.

- 2.4 **Duration of processing**

DN: Clearly set out the duration of the processing including dates.

- 2.5 **Types of Personal Data**

DN: Set out categories of personal data to be processed. Personal data is any information relating an identified or identifiable natural person. Examples here include: ID number, location data, on-line identifier, name, address, date of birth, email address, NI number, telephone number, pay, images, biometric data etc.

Please note the GDPR requirements relating to processing special categories

of data.

## **2.6 Categories of Data Subject**

DN: Set out the categories of persons whose data you will be collecting. Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, service users etc

## **2.7 Data Retention**

DN: You or the processor can not hold data for indefinitely. You will need a plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data. Describe how long the data will be retained for, how it be returned or destroyed