



DATED 2nd day of January 2018

FRAMEWORK AGREEMENT

Between

THE LONDON BOROUGH OF SUTTON

-and-

AFFINITY FOSTERING SERVICES LIMITED

Relating To The Provision Of Placements For Foster Children

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

DN262759

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THIS FRAMEWORK AGREEMENT is dated 2nd day of January **2018**

PARTIES

- (1) **THE LONDON BOROUGH OF SUTTON** whose principal address is at The Civic Offices, St Nicholas Way, Surrey, SM1 1EA (**Authority**).
- (2) **AFFINITY FOSTERING SERVICES LIMITED** incorporated and registered in England and Wales with company number **08581558** whose registered office is at Henwood House, Henwood, Ashford, Kent, TN24 8DH (**Framework Provider**).

BACKGROUND

- (A) The Authority wishes to enter into a framework agreement for the provision of foster care services divided into Lots. The Authority placed a contract notice Ref: **2017/S124252471** on **17th May 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 service 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 of a separate services contract in substantially the same form as Schedule 9 (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, at the rates set out in Schedule 4.

Commencement Date: 1st January 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 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 and any replacement legislation coming into effect from time to time (including, when in force the GDPR) together with any codes of practice or other guidance issued.

Dispute Resolution Procedure: the procedure set out in clause 17.

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 Framework Provider'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 Framework Provider 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 Schedule 5 for the roles attributed to such personnel, as modified pursuant to clause 10.

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 13.

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

OFSTED: Office for Standards in Education, Children's Services and Skills (or any successor or replacement body carrying out the same or similar function).

OFSTED Improvement Plan: a plan issued to the Framework Provider by OFSTED requiring the Framework Provider to improve the quality of the service it is providing.

Payment Plan: the plan for payment of the Charges as set out in Schedule 9.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

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 16.

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 (4th) 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 this framework 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 10.
 - (d) Schedule 10 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);
 - (d) in accordance with the minimum national standards set out by the Department For Education and all applicable Laws;

- (e) in accordance with various best practice guidelines and principles relating to the Services set out by OFSTED or any regulatory body of the Framework Provider.
- 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 this framework 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.

CHARGES, FINANCIAL MATTERS AND PAYMENT

9. PAYMENT

- 9.1 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 set out in the Individual Placement Agreement.
- 9.2 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.

- 9.3 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 9.
- 9.4 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 17 (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.
- 9.5 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.
- 9.6 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.
- 9.7 Where the Framework Provider enters into a Sub-Contract with a Framework Provider or contractor for the purpose of performing this framework 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.
- 9.8 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.
- 9.9 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 9.9 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.

- 9.10 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.

STAFF

10. KEY PERSONNEL AND FOSTER CARERS

- 10.1 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.
- 10.2 The Framework Provider shall not remove or replace any of the Key Personnel 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.
- 10.3 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.
- 10.4 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.

- 10.5 The Authority may require the Framework Provider to remove, or procure the removal of, any of its Key Personnel or foster carer (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.
- 10.6 If the Framework Provider replaces the Key Personnel or foster carer as a consequence of this clause 10, the cost of effecting such replacement shall be borne by the Framework Provider.

11. OTHER PERSONNEL USED TO PROVIDE THE SERVICES

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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 at the prevailing industry norm for similar services, locations and environments.

12. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 12.1 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
- 12.2 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 12.2 (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.
- 12.3 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.
- 12.4 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 12 have been met.
- 12.5 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

13. REPORTING AND MEETINGS

- 13.1 The Framework Provider shall provide the management reports in the form and at the intervals set out in Schedule 1 and Schedule 5.

- 13.2 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.

14. MONITORING

- 14.1 The Authority may monitor the performance of the Services by the Framework Provider.
- 14.2 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 14.1 at no additional charge to the Authority.
- 14.3 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.

15. WARNING NOTICES AND INCREASED MONITORING

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. REMEDIATION PLAN PROCESS

- 16.1 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.
- 16.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a Termination Notice pursuant to clause 27.2.
- 16.3 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.
- 16.4 The Authority shall either approve the draft Remediation Plan within fourteen (14) Working Days of its receipt pursuant to clause 16.3, 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.
- 16.5 Once agreed, the Framework Provider shall immediately start work on the actions set out in the Remediation Plan.
- 16.6 If, despite the measures taken under clause 16.4, 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.
- 16.7 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 17 (Dispute Resolution).
- 16.8 If, despite the measures taken under clause 16.7(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.
- 16.9 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.

17. DISPUTE RESOLUTION

- 17.1 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 17:
 - (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 Director or 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 Director or 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.

- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing proceedings in relation to the Dispute under clause 40 (Jurisdiction) which clause shall apply at all times.

18. SUB-CONTRACTING AND ASSIGNMENT

- 18.1 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).
- 18.2 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 this framework 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.
- 18.3 The Authority shall be entitled to novate this framework agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

LIABILITY

19. 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).

20. LIMITATION OF LIABILITY

- 20.1 Subject to clause 20.2, 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.
- 20.2 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.
- 20.3 Subject to clause 20.4, the Framework Provider's total aggregate liability:
- (a) is unlimited in respect of:
 - (i) any breach of clause 30 (Prevention of Bribery);
 - (ii) the Framework Provider's wilful default; and
 - (iii) breach of the provisions of clause 22 (Freedom of Information), clause 23 (Data Protection), and clause 24 (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.
- 20.4 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.

21. INSURANCE

21.1 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 this framework 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.

21.2 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.

21.3 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.

21.4 The terms of any insurance or the amount of cover shall not relieve the Framework Provider of any liabilities under this framework agreement.

21.5 The Framework Provider shall hold and maintain the Required Insurances for a minimum of six (6) years following the expiration or earlier termination of this framework agreement.

INFORMATION

22. FREEDOM OF INFORMATION

22.1 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.

22.2 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.

23. DATA PROTECTION

23.1 The Framework Provider shall (and shall procure that any of the Framework Provider's Personnel involved in the provision of the Services shall) comply with any notification requirements under the Data Protection Legislation and both parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with this framework agreement.

23.2 Notwithstanding the general obligation in clause 23.1, 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 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 this framework agreement or as otherwise notified by the Authority to the Framework Provider during the Term 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 under this framework agreement or as is required by Law, guidance or any regulatory body;
- (c) take reasonable steps to ensure the reliability of any of the Framework Provider's staff or agents who have access to the Personal Data;
- (d) ensure that the Framework Provider's staff and agents without appropriate authority do not have access to the Personal Data;
- (e) obtain prior written consent from the Authority in order to transfer the Personal Data to any Subcontractors or Associated Company for the provision of the Services and oblige by way of contract or other legal authority any Subcontractors or Associated Company to comply with the same data protection obligations as those set out in this clause 23;
- (f) ensure that all the Framework Provider's staff and agents 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 23;
- (g) ensure that all the Framework Provider's staff and agents engaged on the Services pursuant to this framework agreement receive an adequate level of training in data protection;
- (h) ensure that the Framework Provider's staff and agents 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;
- (i) notify the Authority within twenty-four hours if it becomes aware of a breach or alleged breach of the Data Protection Legislation;
- (j) provide the Authority with full co-operation and assistance in relation to investigating breaches to include inspection of premises and security arrangements if requested;

- (k) notify the Authority (within two (2) Working Days), if it receives a request under s7 DPA or Chapter 3 GDPR as applicable 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 clause 23.2;
- (l) provide the Authority with full co-operation and assistance in relation to any complaint or request made under s7 DPA, or Chapter 3 GDPR 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.

23.3 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, staff and records for the purposes of monitoring the Framework Provider's compliance with the Data Protection Legislation including its security requirements.

23.4 The provisions of this clause 23 shall apply during the continuance of this framework agreement and indefinitely after its expiry or termination.

24. CONFIDENTIALITY

24.1 Subject to clause 24.2, 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.

24.2 Clause 24.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law, provided that clause 22.2 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 24.1;
- (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 17 (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.

24.3 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.

25. AUDIT

25.1 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 DPA, the FOIA, in accordance with clause 22 (Freedom of Information) and clause 23 (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.

25.2 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 25 more than twice in any calendar year.

- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 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.

26. INTELLECTUAL PROPERTY

26.1 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.

26.2 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

27. TERMINATION

27.1 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.

27.2 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 27.2 if:

- (a) the Framework Provider has failed to submit a Remediation Plan pursuant to clause 16.3(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;
- (f) the Framework Provider, having been issued with a OFSTED Improvement Plan, fails to improve the quality of the services it

provides such that when it is next inspected by the OFSTED the quality of its services is determined by the OFSTED to remain the same or to have not improved from the date of issue of the OFSTED Improvement Plan.

- 27.3 The Authority may terminate this framework agreement in accordance with the provisions of clause 29 (Force Majeure) and clause 30 (Prevention of Bribery).
- 27.4 The Authority may terminate this framework agreement where an Insolvency Event occurs.
- 27.5 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.
- 27.6 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.
- 27.7 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.
- 27.8 The parties acknowledge and agree that:
 - (a) any breach of clause 6 (Compliance, Health and Safety etc.), clause 12 (Safeguarding Children and Vulnerable Adults), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Protection) and clause 24 (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 27.2. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

27.9 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.

27.10 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.

28. SUSPENSION

28.1 Without prejudice to the Authority's rights to increase monitoring under clause 15 (Warning Notices and Increased Monitoring) and/or to terminate this framework agreement under clause 27 (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
- (b) the Framework Provider is issued with a OFSTED Improvement Plan.

28.2 If the Authority serves notice on the Framework Provider in accordance with clause 28.1 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.

28.3 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 28.2) 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.

29. FORCE MAJEURE

29.1 Subject to the remaining provisions of this clause 29, 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.

- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 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.

30. PREVENTION OF BRIBERY

30.1 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.

30.2 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.

30.3 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 30.3(a) and make such records available to the Authority on request.

30.4 The Framework Provider shall immediately notify the Authority in writing if it becomes aware of any breach of clause 30.1 and/or clause 30.2, 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.
- 30.5 If the Framework Provider makes a notification to the Authority pursuant to clause 30.4, 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 25 (Audit).
- 30.6 If the Framework Provider is in Default under clause 30.1 and/or clause 30.2, 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.
- 30.7 Any notice served by the Authority under clause 30.6 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).

31. CONSEQUENCES OF TERMINATION

- 31.1 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 31.1.
- 31.2 The provisions of clause 19 (Indemnities), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Protection), clause 24 (Confidentiality), clause 25 (Audit), and this clause 31 (Consequences of Termination) shall survive termination or expiry of this framework agreement.
- 31.3 Termination of this framework agreement shall not affect the validity of any Individual Placement Agreements made pursuant to it.

GENERAL PROVISIONS

32. 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.

33. 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.

34. SEVERABILITY

- 34.1 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.
- 34.2 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.

35. PARTNERSHIP OR AGENCY

- 35.1 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.
- 35.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

36. 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.

37. 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.

38. NOTICES

38.1 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.

38.2 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.

38.3 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.

39. ENTIRE AGREEMENT

- 39.1 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.
- 39.2 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.

40. 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.

41. 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).

42. 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:

T. Clarke

.....

Signature

Name: Terry Clarke

Position: Head of Social Care
Commissioning

Signed by Affinity Fostering
Services Limited acting by and
under the signature of:

.....

Authorised Signatory

Name:

Position:

Schedule 1 Service Specification

1 Introduction

- 1.1. The London Borough of Sutton Children's Trust Board has set a vision aimed at ensuring that:
- 1.2. *"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 be confident, independent and ready for adult life."*
- 1.3. When children and young people have been placed in care voluntarily by parents or children's services 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.
- 1.4. As Corporate Parent, Sutton Council needs to ensure children are safe, happy and have the best possible outcomes, **as any other parent would look to provide for their child.**
- 1.5. For many of the children and young people in our care, a placement with a Foster Family is the best way this can be achieved.
- 1.6. Sutton Council is committed to ensuring that when a fostering home is required, children and young people have a wide range of options to meet their needs and are only accessing the highest quality services.
- 1.7. To meet this commitment, Sutton Council is developing a framework agreement, and is inviting OFSTED registered Fostering Agencies (herein referred to as Framework Providers) to join this agreement.
- 1.8. This Service Specification sets out Sutton Council's vision and expectations for the fostering services to be delivered in accordance with the framework agreement.
- 1.9. The Service Specification should be read in relation to the Department for Education Fostering Services: National Minimum Standards, which forms part of this Service Specification.

2 Our vision for Looked after Children Placements

The London Borough of Sutton has a vision for placements as follows:

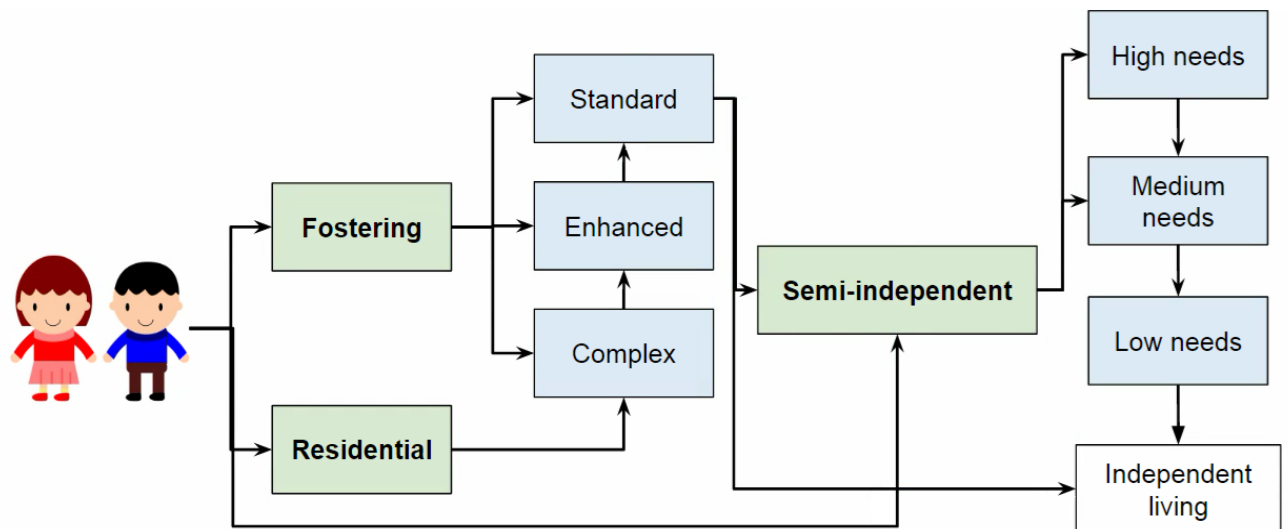
"Placements for Sutton's looked after children and young people will provide them with the right support, care and attention, from the right people, at the right time, all of the time, in order for them to achieve their full potential and aspirations".

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.

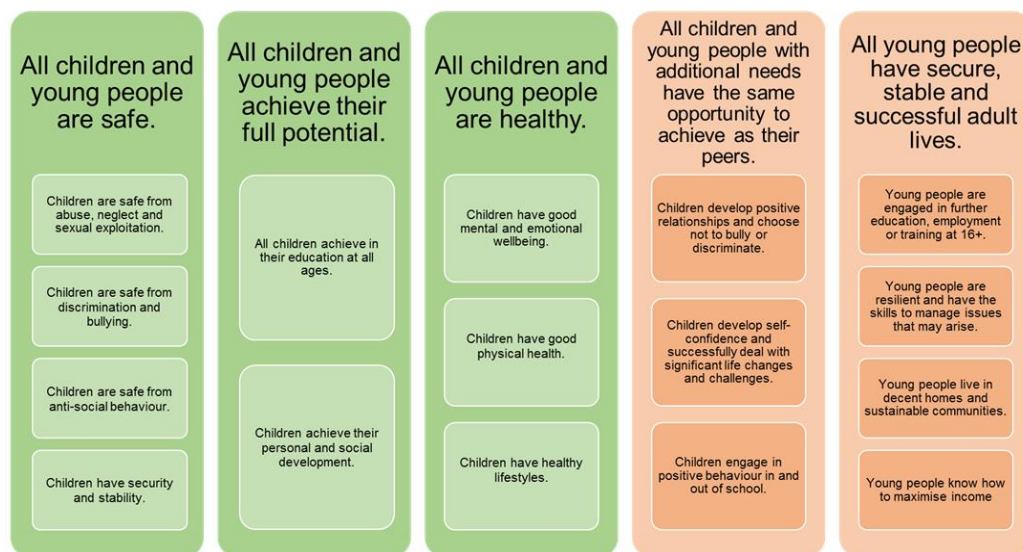
3 Placement Pathway

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



4 Expected Placement Outcomes

Following Principle 5 (Outcome focussed placements), an Outcomes Framework has been developed. This has been summarised in the following diagram:



5 Framework Structure

The aim of setting up the framework agreement is to:

- Improve the stability and consistency for the child or young person.
- Provide options and step-down services for those children and young people with more challenging needs, particularly for those moving from a residential placement to a family setting.
- Improve our understanding of the market and the range of services available for our children and young people.

- Ensure that when we commission placements for our children and young people they are based on outcomes, as well as need.
- Set a clear expectation on the type and quality of the service that Framework Providers are expected to deliver.

To achieve this aim, the framework agreement will have three lots:

- Lot 1 - Standard.
- Lot 2 - Enhanced.
- Lot 3 - Complex.

These lots follow the Placement Pathway (see paragraph 3(b) above) and aim to ensure the transition of the children and young people to successful and sustainable independent living as adults.

As the aim of this framework agreement is to ensure children and young people's level of need decreases, while maintaining stability and consistency, providers appointed to the lots will be required to provide the following placements:

	Types of placements		
Lots	Standard	Enhanced	Complex
Lot 1 - Standard	X		
Lot 2 - Enhanced	X	X	
Lot 3 - Complex	X	X	X

However, it should also be noted that we would also accept tenders from providers in Lots 2 and 3 that would not be able to provide all the different placement types, but would be able to support the child or young person in managing and reducing need. This would be the case when a child or young person has a condition, disability or need (for example, this may be a health, medical or learning need/) which may mean there is no plan or intention for the young person to step down to an enhanced or standard placement over time or when the placement is for respite or short-term only, but there is a focus on reducing the child or young person's need.

With regards to when the plan is for the child / young people to remain in foster care and there is a reduction in need required (e.g. when the young person is moving out or could move into a Residential Children's Home), we would anticipate a child placed in a complex placement would, over time, have a reduction in the level of need. Therefore, they would move through the placement pathway (and step down from a complex placement to an enhanced placement) and to reduce the risk of destabilising the placement, the child would ideally stay with the existing foster carer(s). However, the decision to stay with the foster carer and Framework Provider will also take into consideration the needs of the fostering agency, the wishes of the foster carer and the child or young person. This decision would be considered on an individual basis.

Within the Complex (Lot 3) and Enhanced (lot 2) lots, Social Workers, Framework Providers and foster carers will agree with the child or young person when they step down to another placement (i.e. from a complex to an enhanced placement). This will be based on whether the child or young person's outcomes are being achieved and the needs are reducing.

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 child or young person.

6 Framework Lot Criteria

The lots through which the placements will be made will be dependent on the desired outcomes and needs of the child or 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.

The children and young people in the care of the London Borough of Sutton are their own entire person. **They are like all other children and young people, in that they are funny, caring, sensitive and have aspirations and ambitions for their future.** However, the experiences of these children may also mean that they have a higher level of need and require a higher level of support from those around them, particularly those providing care.

The following aims to provide an example of the different types of needs that a child or young person may have in each of the three lots:

Lot 1 - Standard

A child or young person requiring a standard placement may have no or some challenging behaviours.

These behaviours would have been identified as a risk, but are not considered to be of significant risk to the child or young person or another individual.

Examples of the challenging behaviours may include, but are not limited to:

- Sexualised behaviour
- A diagnosis or suspected diagnosis of ADHD
- Difficulties with education and learning
- Disruptive behaviour
- Verbal abuse

Lot 2 - Enhanced

A child or young person requiring an Enhanced placement may have a disability or has experienced trauma which has resulted in the child or young person having challenging behavioural issues.

The degree of this disability and challenging behaviours mean the child or young person requires an additional level of support and experienced care to achieve their outcomes.

Examples of the behaviours that may be displayed include, but not limited to:

- Being in crisis with challenging behaviour;
- Highly sexualised behaviour;
- Significant self-harm and risk taking behaviours;
- Profound mental health difficulties

Lot 3 - Complex

The children and young people seeking a Complex placement may have a severe disability or experienced trauma which has resulted in the child or young person having significantly challenging behavioural issues.

The level of need of the child or young person will require very specialist and experienced foster care and services.

The child or young person may also be looking to step down from a Residential Children's Home or they are at risk, due to previous placement breakdowns, of moving into a Residential Children's Home.

7 Framework Lot Service Requirement

Across all placements, regardless of placement type, Framework Providers and foster carers will be required to **provide the care and support that all children need to develop and lead a happy and fulfilling successful life.**

They will also be required to ensure:

- All children / young people are, happy, healthy, safe from harm and able to develop, thrive and fulfil their potential.
- All children / young People are first and foremost seen as individuals.
- All children and 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.
- Details, information and mementoes are collected to help with the Life Story planning for the child or young person.
- Contact with the birth-family is maintained, following the child's Care Plan and direction of the Social Worker.
- Work with Sutton Council to ensure the appropriate level of care and support for each child / young Person, is provided.
- Work with Sutton council to understand the child / young Person's sense of the world and will incorporate this knowledge into the planning and delivery of services.

The actual care delivered by the foster carer and services provided by the Framework Provider will be determined by the type of placement and the individual needs and outcomes for each child and young person.

To help inform understanding, Appendix Item A provides examples on the care and services that may be expected in each of the different lots.

8 General Service Requirements

The following aims to summarise the general service requirements for this framework agreement. These requirements aim to support those outlined in the Department for Education's Fostering Minimum Standards.

8.1 OFSTED registrations

All Framework Providers will need to be registered with OFSTED. All Framework Providers will also be required to have an OFSTED rating of Good or Outstanding to be eligible to be appointed to the framework agreement to deliver the services.

8.2 Recruitment and assessment of foster carers

The recruitment, compliance checks, approvals, supervision and review of foster carers supplied by the Framework Provider will conform to the legislation and regulations outlined in paragraph 9 of this Service Specification.

The framework provider will ensure that children and young people are placed with fostering households who have been appropriately assessed and approved to **provide a secure, warm, safe and supportive environment based on attachment based parenting.**

All approved foster carers will be assessed to have met the competencies set out in appendix item B.

The Framework Provider will take measures to recruit foster carers from diverse social and ethnic backgrounds in order to meet the varied needs of children requiring placements. The Market Position Statement provides a summary of demographics of the current Looked after Children cohort.

8.3 Placement referrals and placement planning

The London Borough of Sutton will make placements following the process outlined in the 'Placement call-off guidelines', set out in Schedule Three of the draft Terms and Conditions of contract.

Framework Providers will be required to have the processes and systems in place to receive electronic and telephone referrals, including an out of hours referral service.

Where possible, placement planning meetings between a representative of Sutton Council and the Framework Provider should take place before the placement starts for the parties to agree the outcomes to be achieved and discuss details regarding the placement and the child. Where it is not possible for the meetings to take place prior to the placement starting, the meetings will normally take place within five (5) days of the placement starting.

8.4 Placement stability

The London Borough of Sutton, Framework Provider and foster carer will work together to deliver the outcomes outlined in the placement plan and the Individual Placement Agreement.

The Framework Provider and foster carer will participate and support any statutory reviews. This includes, but is not limited to, attending the reviews and sharing the necessary progress reports and paperwork at least five (5) Working Days before the meeting.

For the reviews, the Framework Provider will be expected to share, in writing, an update on the outcomes for the child or young person.

Throughout the placement, Framework Providers shall notify Sutton Council immediately of any concerns or issues that may threaten the suitability and / or stability of the placement.

If there are serious concerns or issues regarding the stability of the placement, then Sutton Council will convene a meeting to discuss the options for maintaining the placement.

Where additional resources may be required to maintain the placement, the Framework Provider will be required to set out details of the additional requirements, the expected outcomes, length of time for additional requirements and any additional costs / financial implications. This will need to be submitted to the allocated Social Worker and Placements Team, for consideration at the Placement Panel.

Where a placement ends in an unplanned way or abruptly, then the Framework Provider and foster carer would be invited to attend a Placement Disruption meeting. The aim of this meeting would be to understand the reasons for why a placement ended, consider future placement planning and discuss how to support the child or young person and foster carer through the transition.

8.5

Permanence

To assist with the planning for permanence, the Framework Provider will be required to provide a written update on the progress of outcomes, at all statutory reviews.

The Framework Provider will support the foster carers and work with the Council to support the children or young persons to remain in the placement until they are adopted, return home, move into independent living or move to a permanent placement.

If and when the children or young persons are required to move to the permanent placement, then the Framework Provider and foster carer will work with the children or young persons to ensure the transition is positive and successful.

Framework Providers will provide the relevant information and advice to foster carers for Staying Put placement arrangements.

Where Staying put arrangement placements are agreed, the support and fees will be agreed on a case by case basis.

8.6 Support for foster carers

The Framework Provider will support foster carers in accordance with the relevant legislation and regulations outlined in paragraph nine (9) below.

For Enhanced and Complex placements, the Framework Provider will ensure that the foster carers have access to the additional support that may be required to maintain the placement

Training will be relevant to the specific needs of the children and young people placed and will be reviewed by the Framework Provider to take into account the development of the child or young person and any requirements to achieve the outcomes for the children and young people.

8.7 Communication

Throughout all the placements, the Framework Provider will be required to provide Sutton Council 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 at the outset, that 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 (5) Working Days ahead of the meeting.
- Notification of any notices to be sent to OFSTED regarding events or incidents.
- Notification of any absences or missing children or young people, in line with our Missing Children and Young People Protocol.

The Framework Provider will also be required to be transparent and open about the sharing of any allegations or complaints regarding foster carers for London Borough of Sutton placed children or young persons, regardless of whether or not these were made by a London Borough of Sutton child or young person.

9 Legislative and Policy Requirements

Framework Providers shall work within the London Child Protection Procedures (2015) 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.

In addition to the requirements set out in this Service Specification, the Framework Providers shall conform to any relevant current and future legislation and guidance. In the provision of the Services, it is the responsibility of the Framework Providers 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.

10 Performance and quality monitoring

Ensuring our children and 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.

For this to be achieved, the Framework Provider shall have appropriate systems in place for documenting, monitoring and reporting on quality and performance.

The Framework Provider is responsible for ensuring it meets the requirements set out in this Service Specification and elsewhere in the framework agreement.

10.1 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 one a year	Sutton Council
Provider Forums	Minimum of two a year	Sutton Council
Quality inspection visits	At least annually	Sutton Council

10.2 Performance return

The Framework Provider will be required to submit a quarterly performance return. The aim of this performance return is to set out an update for Sutton Council on the performance of the framework. For this framework agreement, the Key Performance Indicators are as follows:

- Number of safeguarding incidents within the period
- Number of placement breakdowns / unplanned placements ending within the period
- Percentage registered with a Doctor / Dentist / Optician
- Number of children that have stepped down:
 - Complex to enhanced placement
 - Enhanced to standard placement

10.3 Outcomes Tracking

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

Sutton Council will work with the appointed Framework Providers to develop a outcomes tracking procedure, which is likely to include regular updates on progress to Social Workers.

10.4 Contract Management Meetings

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.

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

There may be occasions when Framework Providers 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 the Framework Provider.

10.5 Provider Forums

The London Borough of Sutton will host a minimum of two Provider Forums a year. The aim of the Provider Forums will be to:

- Provide an opportunity for Framework Providers to meet with the Commissioning and Placements Teams.

- Raise any concerns, regarding aspects of service delivery that may need improvement.
- Provide training and policy updates from London Borough of Sutton
- Review the impact of the framework agreement and the outcomes being secured for the children and young people.

10.6 Quality Inspection visits

As part of the quality assurance of Framework Providers, Sutton Council will undertake an annual quality inspection visit. 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.

These quality inspection visits will be announced. However, where are significant concerns regarding the Framework Provider, then an unannounced inspection may be carried out.

Framework Providers will be required to support and facilitate these quality inspection visits.

Following the inspection visits, Framework Providers will be required to develop an action plan, and to work with Sutton Council to address any quality issues identified.

Appendix Item A

Examples of the care Framework Providers and foster carers would be expected to provide by placement type

Standard placements: The following outlines possible examples of the care the Framework Provider and foster carers would be expected to provide for a Standard Placement.

Outcomes	Examples
All children and young people are safe	<ul style="list-style-type: none"> Children and 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. There is a balanced risk taken to caring for the child or young person. Absences and missing children are reported, following the <u>Sutton LSCB multi-agency missing children and young people protocol</u>. They are guided and supported to access and use the internet and mobile phones safely and securely.
All children and young people achieve their full potential	<ul style="list-style-type: none"> Ensure they are accessing the appropriate education services, in line with the Care Plan. Maintain regular contact with the Education provider, and share any achievements and concerns with the Social Worker and relevant professional Provide an environment that enables, motivates and encourages the child / young person to complete homework and other independent study. Provide the opportunities and chance for the child / young person to socialise and build relationships with peers. Encourage the development of hobbies and interests Support the development of independent skills, to suit the age and ability of the child / young person.
All children and young people are healthy	<ul style="list-style-type: none"> Registered with a GP, Dentist and optician. Attend any health checks and health appointments. Supported to take part in regular physical activity, suitable to the age and ability of the child or young person. Provide a healthy and balanced diet and the opportunity to try new foods. Provided with the information, advice and support to learn about sexual health and healthy relationships (appropriate to their age). Any concerns regarding development are shared with the Social Worker and relevant professions.
All young people have secure, stable and successful adult lives.	<ul style="list-style-type: none"> To start as the young person approaches the age of 14 years. To ensure the young person is ambitious for their future. Provided with the guidance and support to develop practical independent living skills, such as cooking, cleaning, budgeting, etc. Supported to attend education / employment / Training Discussions on options and possibilities for the future.

Enhanced placements: The following outlines possible examples of the care the Framework Provider and foster carers would be expected to provide for an Enhanced Placement. Please note, this is an addition to those outlined in a Standard Placement.

Outcomes	Examples
All children and young people are safe	<ul style="list-style-type: none"> • Techniques in managing behaviour • Additional support to help manage behaviour and support to the foster carer • Patience and time to help the child or young person • Setting of clear boundaries on acceptable behaviours
All children and young people achieve their full potential	<ul style="list-style-type: none"> • Time and patience given to support the child or young person to aide in development. • Additional educational support. • Arts and creative therapies. • Attending any specialist appointments with the child / young person
All children and young people are healthy	<ul style="list-style-type: none"> • Provision of high quality and qualified Therapeutic support. • Attending any specialist appointments with the child / young person.
All children and young people with additional needs have the same opportunity to achieve as their peers	<ul style="list-style-type: none"> • For children with disabilities, work with local authorities and health services to ensure the provision of any necessary services, equipment, support and adaptations.
All young people have secure, stable and successful adult lives.	<ul style="list-style-type: none"> • Supported to attend any additional appointments and services, to ensure the young person is education / employment / training.

Complex placements: The following outlines possible examples of the care the Framework Provider and foster carers would be required to provide for a Complex Placement. Please note, this is an addition to those outlined in the Enhanced and Standard Placement.

Outcomes	Examples
All children are safe	<ul style="list-style-type: none"> • At least one full-time foster carer • Regular reporting, in agreement with the Social Worker. • Clear boundaries on acceptable behaviours and actions.
All children achieve their full potential	<ul style="list-style-type: none"> • Encourage and support the child or young person to attend the planned education, following the Care Plan and Personal Education Plan. • Highly reliable, patient and trustworthy care.
All children are healthy	<ul style="list-style-type: none"> • Assisted and supported to attend any specialist medical appointments. • Facilitate and support the attendance of medical professionals into the home of the foster carer.
All children with additional needs have the same opportunity to achieve as their peers	<ul style="list-style-type: none"> • Foster carer has regular contact with the Supervising Social Worker. • Respite options available for the foster carers. • For children on remand, there will be the requirement to provide a higher 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. This may also include the young person being on tag.
All care leavers have secure, stable and successful adult lives.	<ul style="list-style-type: none"> • Patience and dedication to providing the independent living skills (e.g. cooking, budgeting, etc). • Guidance, advice and education around sexual health, drinking and substance misuse.

Appendix item B - BAAF Fostering Competencies

Caring for children	<ul style="list-style-type: none"> • An ability to provide a good standard of care to children. Good care promotes healthy emotional, physical, sexual and intellectual development. • An ability to accept the individual child as he/she is. • An ability to work closely with children's families. This might mean not only biological family, but others who are important to the child. • An ability to set appropriate boundaries and to manage children's behaviour within these. You must do this without the use of physical or other inappropriate punishment. • A knowledge of normal child development. This means an ability to listen to and communicate with children appropriate to their emotional age and understanding. • An ability to promote a young person's development towards adult status.
Providing a safe and caring environment	<ul style="list-style-type: none"> • An ability to ensure that children are cared for in a home where they're safe from harm or abuse. • An ability to help children keep themselves safe from harm or abuse. This also means that you'll know how to seek help if the safety of the child is threatened. • An ability to recognise the particular vulnerability of disabled children to abuse and to discrimination.
Working as part of a team	<ul style="list-style-type: none"> • An ability to collaborate with other professional workers and to contribute to the department's planning for the child/young person. • An ability to communicate effectively. • An ability to keep information confidential. • An ability to promote equality, diversity and the rights of individuals and groups within society.
Own development	<ul style="list-style-type: none"> • An ability to appreciate how personal experiences have affected themselves and their families. This means you'll consider the impact that fostering is likely to have on them all. • An ability to use people and links within the community to provide support. • An ability to use training opportunities and improve skills. • An ability to sustain positive relationships and maintain effective functioning through periods of stress.

Schedule 2 Lots

Part 1 Lots: General

Lot number	Lot name	Number of Tiers	Number of providers on each lot
1	Standard	Two tiers	22
2	Enhanced	One tier	19
3	Complex	Two tiers	13

Part 2 Providers on Lot 1

	Agency Name	Tier
1	Croham Services for Children	1
2	Fostering People Ltd	1
3	Compass Fostering London Limited	1
4	The National Fostering Agency Ltd	1
5	Anchor Foster Services Ltd	1
6	Xcel 2000 Fostercare Services Ltd	2
7	Supported Fostering Services	2
8	Affinity Fostering Services	2
9	Blue sky fostering	2
10	Sunbeam Fostering Agency Ltd	2
11	Ethelbert Children's Services	2
12	Ownlife Fostering Ltd	2
13	By the Bridge limited	2
14	Parallel Parents	2
15	Fostering for You Ltd	2
16	Be my family fostering agency	2
17	Kasper Ltd	2
18	Orange Grove Foster Care Ltd	2
19	The Foster Care Agency	2
20	Cornerways Fostering Services Ltd	2
21	Next Step Fostering	2
22	Integrated Services Programme (ISP)	2

Part 3 Providers on Lot 2

	Agency Name
1	Affinity Fostering Services
2	Anchor Foster Services Ltd
3	Be my family fostering agency
4	Blue sky fostering
5	By the Bridge limited
6	Compass Fostering London Limited
7	Croham Services for Children
8	Ethelbert Children's Services
9	Fostering for You Ltd
10	Heath Farm Children's Services
11	Integrated Services Programme (ISP)
12	Kasper Ltd
13	Next Step Fostering
14	Ownlife Fostering Ltd
15	Sunbeam Fostering Agency Ltd
16	Supported Fostering Services
17	The Foster Care Agency
18	The National Fostering Agency Ltd
19	Xcel 2000 Fostercare Services Ltd

Part 4 Providers on Lot 3

	Agency Name	Tier
1	Ethelbert Children's Services	1
2	Affinity Fostering Services	1
3	Be my family fostering agency	1
4	The National Fostering Agency Ltd	1
5	Integrated Services Programme (ISP)	1
6	By the Bridge limited	2
7	The Foster Care Agency	2
8	Heath Farm Children's Services	2
9	Next Step Fostering	2
10	Credo Care Ltd	2
11	Ownlife Fostering Ltd	2
12	Blue sky fostering	2
13	Homefinding and Fostering	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

Type of placement	Placement start date	Response time	Information from Contractors
Planned	Placement required to start in the next 2 to 4 days	1 day	<ul style="list-style-type: none"> • Availability and profile of foster carers. • How the foster carer and services will meet the needs and outcomes of the child or young person.
Planned	Placement required start in the next 5 days or more.	Minimum two days	<ul style="list-style-type: none"> • Availability and profile of foster carers. • How the foster carer and services will meet the needs and outcomes of the child or young person.

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 below.

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 and profile of foster carers.
- 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 and profile of carers
Emergency	Same day placement required	1 hour	Availability and profile of carers
Emergency	Placement is required to start tomorrow	2 hours	Availability and profile of carers

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 and profile of carers
Emergency	Placement is required to start tomorrow	1 hour	Availability and profile of carers

After the timescales listed 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.

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 child or young person;
- Location and proximity to the borough of Sutton;
- Accommodation security, other children or young people resident in the accommodation and other factors related to the child or 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 child/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 child or young person to move to the placement.

Schedule 4 Charges and Payment

Part 1 Pricing Matrix

Lot 1

1 Average placement price for each of the age groups:

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17	Average for 0-10 years	Average for 11-17 years
Total Standard Placement cost	799.00	799.00	799.00	799.00	799.00	799.00	799.00

2 Breakdown the placement price:

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17
Child allowance (including £10 per week savings)	£144.00	£147.00	£165.00	£187.00	£219.00
Amount paid to Foster Carer	281.00	278.00	260.00	248.00	216.00
Supervising Social Worker	115.00	115.00	115.00	115.00	115.00
Business / organisation costs	154.00	154.00	154.00	154.00	154.00
Management overheads	60.00	60.00	60.00	60.00	60.00
Surplus / Profit	45.00	45.00	45.00	35.00	35.00
Other (Please specify)	-	-	-	-	-
Total cost of Lot 1 placement*	£799.00	£799.00	£799.00	£799.00	£799.00

3 Costs of any additional services available

Service	Detail
Mother and Baby placement - without assessment	£1300/week
Mother and 2 x children	£2059/week
Parent & Child placement - with assessment	£1850/week
Other (Please specify)	

4 Discounts

Discount area	Threshold	Level of discount
Siblings	-	5% discount on 2nd sibling placed together, 1st sibling cost £799, 2nd & subsequent siblings £759
Permanency	-	-
Cost / volume	-	-
<i>Other (please insert as necessary)</i>	-	
<i>Other (please insert as necessary)</i>	-	-

Lot 2

1 Average placement price for each of the age groups:

	0 - 2	3 - 4	5 - 10	11 - 15	16 - 17	Average for 0-10 years	Average for 11-17 years
Total Enhanced placement cost	950.00	950.00	950.00	950.00	950.00	950.00	950.00

2 Price of a Standard placement:

	0 - 2	3 - 4	5 - 10	11 - 15	16 - 17
Total Standard placement cost	799.00	799.00	799.00	799.00	799.00

3 Break down of placement price:

	0 - 2	3 - 4	5 - 10	11 - 15	16 - 17
Child allowance (including £10 per week savings)	£144.00	£147.00	£165.00	£187.00	£219.00
Amount paid to Foster Carer	351.00	348.00	330.00	308.00	276.00
Supervising Social Worker	115.00	115.00	115.00	115.00	115.00

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17
Management overheads	154.00	154.00	154.00	154.00	154.00
Business / organisation costs	60.00	60.00	60.00	60.00	60.00
Surplus / Profit	45.00	45.00	45.00	45.00	45.00
<i>Additional Support Worker</i>	81.00	81.00	81.00	81.00	81.00
<i>Other (Please specify)</i>					
<i>Other (Please specify)</i>					
Total cost of Lot 2 placement*	£950.00	£950.00	£950.00	£950.00	£950.00

4 Costs of any additional services available for Enhanced Placements.

Service	Detail	Additional price per week
Mother and Baby placement	£1300/week	-
<i>Other (Please specify)</i>	£2059/week	-
<i>Other (Please specify)</i>	£1850/week	-
<i>Other (Please specify)</i>	-	-

5 Discounts

Discount area	Threshold	Level of discount
Siblings	-	5% discount on 2nd sibling placed together, 1st sibling cost £799, 2nd & subsequent siblings £759
Permanency	-	-
Cost / volume	-	-
<i>Other (please insert as necessary)</i>	-	-
<i>Other (please insert as necessary)</i>	-	-

Lot 3

1 Average placement price for each of the age groups:

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17	Average for 0-10 years	Average for 11-17 years
Total Enhanced placement cost	1199	1199	1199	1199	1199	1199	1199

2 Price of a Enhanced and Standard placement:

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17
Total Standard placement cost	799	799	799	799	799
Total Enhanced placement cost	1199	1199	1199	1199	1199

3 Breakdown the placement price:

	0- 2	3 - 4	5 - 10	11 - 15	16 - 17
Child allowance (including £10 per week savings)	£144.00	£147.00	£165.00	£187.00	£219.00
Amount paid to Foster Carer	493.50	490.50	472.50	450.50	418.50
Supervising Social Worker	172.50	172.50	172.50	172.50	172.50
Management overheads	154.00	154.00	154.00	154.00	154.00
Business / organisation costs	60.00	60.00	60.00	60.00	60.00
Surplus / Profit	45.00	45.00	45.00	45.00	45.00
<i>Additional Support Work</i>	130.00	130.00	130.00	130.00	130.00
Total cost of Lot 3 placement*	£1,199.00	£1,199.00	£1,199.00	£1,199.00	£1,199.00

Part 2 Finance and Payment

1 The fee that Authority pays to the Framework Provider will include the following:

Allowance for the child or young person:	<ul style="list-style-type: none"> • These amounts are included in the weekly fee and are paid directly to or used / banked on behalf of the Child / Young Person, as set out in each individual placement plan. • These amounts include allocations for savings, pocket money, clothing, personal needs, fares, telephone, birthdays, festivals and holidays.
Assessment of needs:	<ul style="list-style-type: none"> • Initial and on-going assessment of need throughout the placement. • Written progress / assessment reports on individual Children/Young people for planning and review meetings, but not a formal care assessment.
Care and accommodation:	<ul style="list-style-type: none"> • 24 hour supervised care and accommodation including administration costs. • Food and safe care that meets the child / young person's needs. Food includes lunch at school / college. • Day school outings/visits in the UK. • Foster carer to attend parent meetings.
Clothing (general) & School Uniform:	<ul style="list-style-type: none"> • Replacement of clothing and school uniform, sports clothing and special clothing requirements e.g. unusual sizes, Children with disabilities, sports equipment for general activities. • This does not include the initial uniform when changing school. E.g. from primary to secondary school.
Equipment and resources:	<ul style="list-style-type: none"> • School books, general equipment and extra-curricular activities. • Resources to meet religious / cultural needs. • Children / young people have access to a computer within the home which has access to the internet and is appropriately safeguarded.
Family / Relational work:	Promote and support contact with family & significant people as per negotiated contact plan.
Glasses / Contact Lenses:	<ul style="list-style-type: none"> • Provide glasses and contact lenses if required, including replacement of accidental damage or loss. • Any costs not covered by the NHS are to be negotiated and agreed between the Authority and the Framework Provider.

Holidays:	<ul style="list-style-type: none"> It is expected that children & young people will accompany their foster carers on holiday. If this is not possible the Framework Provider should make alternative arrangements which is agreed between the parties. Holidays arranged by the school should be agreed between the parties.
Leisure Outings & Activities:	Family outings and agreed leisure activities.
Preparation for Independence:	Includes life skills, setting up bank accounts, management of finance and budgeting as appropriate.
Savings:	The amount is to be agreed and specified in the Individual Placement Agreement.
Telephone Calls:	Telephone calls to family members (within the UK) and Social Services.
Toiletries:	All toiletries, including skin and hair care products and regular hair-cuts/appointments.
Transport:	<ul style="list-style-type: none"> General day-to-day travel/transport costs, school transport cost of child / young person. Day to day transport up to a twenty (20) mile radius or 2 hours, or as agreed between the Framework Provider and the Authority. Child's / young person's travel costs to and from home borough for visits to family. In London children / young people receive free / reduced travel costs when using an Oyster Card. The expectation is for the child / young person to be provided with and use an Oyster Card whenever possible. Supervised travel to school to be negotiated. If greater than 20 miles or 2 hours the parties will agree frequency and funding of transport which will be listed in the Individual Placement Agreement.

- 2 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.
- 3 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. Any increase will exclude the allowance rate, which will follow that set by the Authority's fostering services, and when this increases, it will be reflected in the framework provider allowance rate.

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: Carole Carter

Position: Director

Tel number: 01245 237 158

Email: carole.carter@affinityfostering.com

2. KEY PERSONNEL

The Authority

Name	Role	Contact Details
Terry Clark	Head of Social Care Commissioning	Terry.Clark@sutton.gov.uk
Michael Taylor	Head of Service Corporate Parenting	Michael.Taylor@sutton.gov.uk
Jay Foster	Placements Team Manager	Jay.Foster@sutton.gov.uk

The Framework Provider

NAME	ROLE	CONTACT DETAILS
Carole Carter	Director/Registered Manager	carole.carter@affinityfostering.com

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** Any other meetings set out in Schedule 1 (Service Specification) or elsewhere in this framework agreement.

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.

4.2 Any other reports set out in Schedule 1 (Service Specification) or elsewhere in 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 or OFSTED, 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.
- 1.3 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.
- 1.4 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;
 - ensure that complainants are made aware that they may make a complaint to OFSTED or its successor in title.
- 3.2 The Framework Provider undertakes to co-operate with any investigation which the Authority or OFSTED 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 (including foster carers) 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 foster carers are competent and knowledgeable (in addition to other competencies stated elsewhere in this framework agreement) in the following areas whenever relevant:

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 Individual Placement Agreement

Dated 201[]

THE LONDON BOROUGH OF SUTTON

-and-

[NAME OF FRAMEWORK PROVIDER]¹

¹ Insert name of Framework Provider and remove square brackets

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2. Commencement and Duration
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13. Entire Agreement
14. Order of Precedence

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**')².

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 and 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

- 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.

² 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.

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 foster carers work with the looked after child in a flexible way to meet the child's or 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 child/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 that the foster carer works with the child or young person to identify and implement strategies to increase the child's or 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 child's or young person's needs, the Authority upon reasonable notice to the Framework Provider shall convene a meeting to review the child's or 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 child's or 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 foster carer 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 child or young person) that the current placement is unsuitable for the child or 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:

Duration of Placement	Notice Period
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 child or 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 child or 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 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 Particulars³

Section 1 Child/Young Person's Details

Child/Young Person's Details

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	Resource/foster carer's details	Back Up foster carer's details
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Name:

Name:

Name:

Address:

Address:

Address:

Telephone:

Telephone:

Telephone:

Email:

Email:

Email:

Authority's details

Placement Team	Social Worker	Finance Invoicing	and Out of Service	Hours
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Name:

Name:

Name:

Address:

Address:

Address:

Telephone:

Telephone:

Telephone:

Telephone:

Email:

Email:

Email:

Email:

Fax:

³ May be amended to include other variables relevant to the contract.

Type of Service Delivery	Cost of Service	Placement Objective needs	Expected Outcomes	Negotiated Notes	Agreement
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Standard Placement

Enhanced
Placement

Complex Placement

Additional Service (s) outside core/specialist offer	Cost of Service	Placement Objective needs	Expected Outcomes	Negotiated Notes	Agreement
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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:

Education Resource including OFSTED Registration Number	Cost of Service	Placement Objective needs	Expected Outcomes	Negotiated Notes	Agreement
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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">General day to daySupervised Travel			
Other			

Total Cost:

Schedule 10 Framework Provider's Tender

General

Child is at the centre

Q1 of 8: Please explain how you will ensure children and young people are at the centre throughout?

The key principle for Sutton Council's Placement Service, is for our children and young people to be at the centre throughout.

1 Involvement in Placement Plan

Affinity complete a Placement Plan Agreement which includes the Guidance and recommendations on Delegated Authority and medical consent by Coram BAAF. All young people (where age appropriate) Foster Carers and Supervising Social Workers contribute to the YP's Placement Plan as this is an area where expectations are recorded and information such as routines, bedtimes, contact, education, health, social activities and the time the young person needs to be home. Also recorded is the amount of pocket money and savings to be provided.

Despite being a small agency, Affinity invest in innovative projects with their C/YP. There are 2 fully employed support workers that do direct work with the Children and Young People (C/YP). They are also trained 'participation' workers.

VOICES is the chosen name of our C/YP group that advise Affinity on its literature and activities.

C/YP support sessions give the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES) to be C/YP friendly.

VOICES have opted for a 3 day Chessington activity break in the summer. This enables them to holiday with children in similar situations to themselves and they are no longer different.

Affinity's Supervising Social Workers all know their placements very well and will have one to one meetings with them.

OFSTED Inspection Report: " **A particular strength of the agency is its engagement with children and young people on all aspects of the care provided to them.**

This begins at the referral stage. A detailed matching form is completed and individual needs identified. This is integrated into the Placement Planning format ensuring that all relevant parties have their views considered on placing alongside as often Carers are approved for up to three separate placements.

There are many examples of how the individual needs have been met. At referral, specific questions will be asked of the carer regarding meeting the need of the prospective placement from school, health, religion, likes and dislikes, hobbies. Case files evidence carers assisting YP in all areas EG locating a synagogue, mosque or church, ensuring prayer times, attending the home office on numerous occasions. If a Carer is unable to do one of these then they will notify Affinity and a support worker will step in and ensure it can be facilitated. Enabling the C/YP to select their own foods when shopping, and ensuring any desired clubs or activities are sought is again evidenced on files.

Affinity have compiled information booklets for young people who are new to fostering in **several languages including Tamil, Albanian, Arabic, Persian/Farsi and English**. These can be adapted for any other language as required.

Affinity have identified a Supervising Social Worker who has a particular interest in working with birth children's due to herself being part of a fostering family as she grew up. This Worker is in the process of setting up a Birth Family Group and has already met on a one to one basis several birth children where she was able to discuss and explore their experiences of being part of a fostering family.

A few succinct examples that C/YP have the best possible experience of being Looked After within Affinity.

Several of our Looked After Young People attend Army Cadets and Camps which are a form of self-discipline and independence.

Participation is actively encouraged. Initially the LILAC Project training provided/offered Participation training to all staff, Foster Carers and Panel Members. Subsequently Affinity work in partnership with 'Become' to encourage C/YP to enter into new arenas such as 'passport to parliament project'.

Young People contributed to Affinity's Young Person's Handbooks which covers appropriate age ranges, and various personal challenges in line with the Five Outcomes with financial incentives!

Affinity produce a quarterly Newsletter which is distributed to all Foster Carers and staff, many of our Looked After Children contribute to this

newsletter by way of achievements and celebrations. One young person allowed us to share his heroic actions where he saved an adult's life by preventing him from falling in front of a train.

Affinity organises Christmas Card competitions annually, with the two winning designs being published. The Winners are provided with a copy for **their Life Story Work**.

Participation Groups take place during school holidays. Recent events include:

- Catering College to experience cooking skills followed by a Laser Quest activity.
- A visit to Wembley Stadium facilitated by one of our Foster Carers (previously a professional footballer), who now works for the Football Association on a project called “**kick it out**” basically focusing on racism and discrimination. Young people were able to go behind the scenes at Wembley and walk out onto the field from the ramp that the footballers enter the pitch.

Voices - A group of twelve young people attended our offices on 11th April to form a young person's co-operative. Ideas were sought from them as to how we could involve young people more in the service that we provide. The group were invited to give themselves a name and they decided upon “Voices”

Passport to parliament - In the recent half term (Spring Bank Holiday 2017) a young facilitator from ‘Become’ (previously called Who Cares Trust) joined our young people at the Brentwood Nuclear Bunker where politics and history were considered, followed by physical activities which involved rope climbing and walking through the trees.

Chessington - Following consultation with our looked after young people, this year's Summer Activity Holiday will be a three-night stay at a hotel next to Chessington World of Adventures.

The staff team will accompany a group of up to 24 YP where we have secured day passes for the Theme Park and a session at “Go Ape”

Videos - Affinity commissioned a film Company called Smugshot. The staff team, YP (with their SW's consent) and Foster Carers all contributed sharing their experience of being part of the Affinity Team. The YP received a copy of the clip for their **Life Story Work**.

Voices gave specific questions to be asked when interviewing new Supervising Social Workers and support staff.

Affinity have ex-looked after YP on the Central Foster Panel List and they take an active interest in this role. An Affinity Care leaver is just about to commence an Apprenticeship with Affinity as an Administrator.

YP are invited to comment on their Foster Carer's Annual Review and gives an opportunity for them to highlight the activities etc that are facilitated.

OFSTED Report. **A particular strength of the agency is its commitment to eliciting the wishes, views and feelings of all children and YP placed. "**

Affinity's two dedicated Children's Participation/Support Workers work continuously with the YP placed with Affinity's Carers to **ensure they have a voice**. They invite feedback on: -

- how information is gathered from themselves during their placement,
- on their views of their placement with our Carers
- how Affinity as an Agency can improve the services provided to YP of all ages.

All YP placed receive a welcome letter introducing them to their Carers, Affinity's Team and Participation Workers and various independent organisations that will support them if they are unhappy or should they wish to complain. This sets the scene for future requests.

The Review forms have been reviewed by VOICES and are now in a format that is more inviting to C/YP to complete. These will be implemented if LAs do not send C/YP their format.

Carers and SSWs will encourage the young person to participate and if able to chair their meetings. Evidenced on file is that a child who adamantly refused to attend his review was encouraged to have his say, and dictate to the carer a message of his likes, dislikes and requests, which he subsequently signed and sent to the Social Worker.

Each C/YP will be approached in a manner that is likely to get the most positive response to enable them to participate on all levels, and at all meetings.

Affinity provided Foster Carers with specifically focussed training on 'Contact from a Birth Family's Perspective' and followed this up with further training in February 2017 from a Foster Carer's Perspective.

Affinity place great importance on children maintaining relationships with family and friends where appropriate. Depending upon the family's wish to work with the Local Authority and Foster Carers, some Carers invite birth families into their home (with the LA's agreement) and

encourage the young person to spend quality time with their family. In other situations, the Foster Carer may transport the young person to a neutral venue and either remain to supervise the wellbeing of the young person or will leave them with a supervisor delegated by the Local Authority.

Support workers regularly facilitate contact and often at Affinity's own cost. Venues and timings will be arranged to try to accommodate relatives wishes and make the contact viable.

All SSWs and Support Workers will be availed of the latest care plan and ensure it is followed.

Throughout the previous sections, life story has been mentioned. It's a central strand to the work that is done within Affinity with C/YP and at the forefront of Support Workers and Social Workers practise. Copies of videos Christmas cards, photos etc are all given to the C/YP to encourage them to add to their Life Story Booklets. YP who participate in any events are provided with a copy of Affinity's Photo Album for their **Life Story Work**.

Carers have compiled some innovate booklets of the time C/YP have stayed with them with photos and activities all documented.

Well-planned placements

Q2 of 8 - Please describe how your organisation will act on our referrals appropriately and in a timely manner?

Well-planned placements are a key step to achieving the outcomes for the children and young people. The London Borough of Sutton will be responsible for making the referrals to the Providers on the framework, however we will need to be confident that when these referrals are received, they are acted on appropriately and in a timely manner.

(1 & 5)

Affinity have a dedicated Referrals email address and Duty telephone number as well as the main office telephone number which is available from 8.30 am until 5.00pm.

Affinity recognise that speed and efficiency of responding to referrals is key in ensuring that young people are placed within a suitably and appropriately matched 'home' quickly avoiding the need to remain in 'inappropriate homes or situations' including having to spend nights in emergency beds.

Affinity has a placement register which is updated daily to ensure that all the correct information is available in respect of Carer vacancies, young people already in situ as well as the Local Authority Social Worker details.

Affinity Referrals Officer who has built up relationships with many Commissioning Teams and who has a knowledge of all the Agency's Foster Carers as well as any young people in placement. The Referrals Officer is able to provide the relevant information at point of referral including Form F Assessment, Annual Household Review Reports and Foster Carer Profiles as well as confirmation of the fees to be charged, this is supported by the Team of Senior Supervising Social Workers.

The Referrals Officer will discuss with the Supervising Social Worker of the Carer being considered to ensure that the initial matching is correct and that they feel that the young person's specific needs will be met by the Carer.

In addition to the Referrals Officer there is a Duty Social Worker available each day to respond to any more in-depth questions in relation to either the Foster Carers or other young people who may be in placement.

Child friendly welcome books for those Carers put forward will be provided to the Local Authority Commissioning Team which can then be shared with the young person who may be placed.

The Referrals Officer will be the intermediary point of contact for any arrangements for introduction meetings or further information requests in the event that the Supervising Social Worker is not immediately available at the time of referral but will ensure that all parties are aware of what has been discussed and arranged.

Affinity's Referrals Officer will liaise with our own Social Work, Children's Participation/Support Workers, Administration and Finance Teams to ensure that all relevant documentation and information is received by all to ensure a smooth placement process.

The Supervising Social Worker for the Carer who has offered the placement will make contact with the Local Authority Social Worker as soon as is practical to introduce themselves, to answer any outstanding questions and to arrange a placement planning meeting. Wherever possible the Supervising Social Worker will be at the Carer's home to support the Carer and ensure necessary information has been available and to ascertain that the YP's immediate needs are met.

The Referrals Officer will arrange for any contract documents, that have been sent to Affinity by the Local Authority Commissioning Team, to be completed by the Registered Manager and returned as soon as possible.

(2 & 3)

Outside of office hours Affinity Out of Hours Social Worker will consider emergency referrals but will always consider that the stability and safety of young people currently in placement is not put at risk by an emergency placement of a young person's whose background and behaviours are not a fully known quantity.

In the event of a placement being made in an emergency outside of office hours the Supervising Social Worker for the Carer will make contact with the Foster Carer the following day to establish if there are any immediate support needs. This will then be followed up by contacting the allocated Local Authority Social Worker to discuss the LA's plans and to confirm if there are any additional cost implications, i.e initial clothing. The Referrals Officer will also make contact with the LA Commissioning Team to confirm that the placement was made.

During the assessment process for potential Foster Carers the provision of placements needed in an emergency is discussed and consider at length. Those people that feel able and willing to offer placements in an emergency are made aware of the implications and the support that will be provided by Affinity.

In the situation where a young person's referral has been discussed but placement time is not confirmed and could take place outside of normal office hours, the referrals Officer will provide the referring Local Authority with all the necessary information in relation to the proposed Carer, together with the details of the Carer's Supervising Social Worker as well as the details of the Out of Hours Social Worker who will be covering that duty period. The referral will then be shared with the Supervising Social Workers, Out of Hours Social Worker (if different) together with the Registered Manager so that all parties are fully aware of the background of the young person as well as the proposed arrangements for the possible placement of that young person. All parties will also have the contact details for the Local Authority EDT team to ensure that communication is kept open.

The Out of Hours Social Worker will make contact with the Foster Carer during the evening/weekend to confirm whether the young person has arrived in placement and to offer any support to the Foster Carer until their own Supervising Social Worker is available either the next day or the Monday following the weekend.

(4)

Affinity has a Matching Policy and a separate 'Placements with Foster Carers' which has been shared with its Foster Carers and was last updated in June 2016. Matching considerations are fully explored with the LA and then discussed with the Supervising Social Worker and Foster Carers. A Matching Pro-forma is completed for each and every referral which evidences all factors that have been taken into consideration based on the information provided by the Local Authority at that point in time. All information is then shared with the Foster Carers to enable them to make an informed decision so that they can consider as to whether they are able to meet the needs of the young person being referred. Information is considered in line with

our Risk Assessment document. (Specific risk assessment / Safer Care Plan completed for all Parent & Child Placements) this is a response to the increased number of referrals for Parent & child Placements. The Social Worker for children in placement would be consulted as to their views of the impact this may have on the existing child should another be placed alongside them. The profile, Form F Assessment and last Annual Household Review of the Foster Carer being considered is shared with the Local Authority Commissioning Team prior to any final decision being made. In the Carers' monthly supervision the young person's progress and development is continually assessed. Areas of unmet needs are discussed with the Child's Social Worker and proposals put forward by Affinity as to how these can be met. Panel's Agenda includes Quality Assurance and Agency Update.

Ofsted Inspection: *"The agency advocates for all children and young people to ensure their holistic needs are met at all times. They work closely with their carers to ensure that the relevant and up to date information is obtained and that the care and placement Plans continue to meet identified and changing needs. The Registered Manager has extensive skills in this area of work and provides inspirational leadership to a dedicated team of social workers and foster carers". "The agency ensures that all staff and carers fully understand the Placement Plans and risk assessments for each child placed. Excellent matching and consideration of individual needs prior to placement, ensures that carers are well prepared and able to meet the complex needs of looked after children placed with them."*

(6)

Affinity has many Carers who have offered to meet with young people on neutral or more comfortable location for them, or to meet with anxious parents prior to placement. These meetings can be conducted over a period of time if that is deemed to be in the best interests of the young person.

An example given: Two siblings from a new referring Local Authority to Affinity who were very nervous of being placed in a completely new and unfamiliar area, particularly as both their parents were in prison and all familiar people/places were where they were currently living, including their only stability, their current school. The proposed Carers invited the Social Worker and Guardian to meet with them in their home in the first instance so that they could make an assessment as to the appropriateness of the match. Following that meeting the female carer went to observe the children in their school environment without making herself known as suggested by the Local Authority Social Worker, then both Carers had several visits in a local area to the children to get to know the children which resulted in the children wanting to have overnight stays with the Foster Carers and their family. From the point of referral, through introductions to the point of placement took two months so that they children felt ready to move. The children have now been in placement for some three months and have settled very well in their new schools,

making new friends whilst not forgetting their family and 'old friends'. The Carers continue to support the children's contact with the parents.

Over the two months where introductions were being made the Local Authority provided a retainer fee to ensure that the Carers would be available for these children.

Seamless journey

Q3 of 8 Please describe the support that your organisation provides Foster Carers to maintain placements?

Reducing unnecessary placement breakdowns is a key way to ensuring a seamless journey for the child or young person. For the London Borough of Sutton, we strongly believe, that these breakdowns can be reduced by ensuring there is adequate support for the Foster Carers.

(1)

There are a variety of ways that Affinity Carers receive support: -

Regular Support Groups – run locally in their areas – led by their Supervising Social Workers. These enable case discussions and mentoring from their peers.

Local Group Training – facilitated by external professional trainers. All Foster Carers have received training in Secure Base and Attachment and the Annual Household Review Report has been reviewed to evidence the Carer's availability to reflect a secure base and understanding of any attachment issues. All Five Aspects of Secure Base are afforded to all young people with Affinity Carers. Availability, Sensitivity, Acceptance, Cooperation and Family Membership which allows young people to have a secure and stable environment are delivered

One to one training – A wide range of subjects are delivered, online and face to face, and are accessed to support the carers with specific issues that their children or young people may be displaying Or training is specifically identified to enhance the carers resilience by giving them a theoretical understanding of their practise or of behaviours.

All Foster Carers have received training in 'Promoting Positive Behaviour' and 'Verbal De-escalation'. Where a specific issue has been identified for a particular young person, specialist training will be sourced for the Foster Carer to enable them to gain enhanced skills to meet the needs of that young person in order to prevent placement breakdown.

One to one support and supervision sessions with their Supervising Social Workers are held monthly. This is recorded and considers the care plan to ensure that

everyone is working towards the aims and objectives. Also there will be discussion around practice issues including any concerns pertaining to the young person. If there are behavioural issues strategies are considered and adopted in an attempt to allow the Foster Carer to manage the situation.

In addition to this, the Supervising Social Workers have regular telephone contact with their Carers, and the Administration Team are also available for support. All Foster Carers receive on a monthly basis the Out of Hours Rota showing which Social Worker is on call and which Manager is providing back up. This support is available 24/7 and the On Call Social Worker will have been briefed as to any potential situations that may arise and will respond accordingly.

The above supports result in very low breakdown of placement as evidenced in our latest OFSTED report. *Ofsted Inspection Report (Appendix 56): "The agency has an excellent record of placement stability to date with no unplanned endings. This reflects both the thoroughness of the assessment process for the carers and the attention to placement matching".*

Support sessions for their young people – time out for everyone for a few hours given by 2 fully employed Affinity Support workers. Should Affinity recognise that a young person is needing additional support and guidance Affinity have Support Workers and a specifically allocated Children's Support and Participation Leader that will arrange one to one support to enable the young person to share difficulties / issues that they are currently experiencing. We have also identified an additional worker, ex care leaver, who is of an age that young people will respond or relate to more effectively.

A 2-day Foster Carers Conference is an annual event, where they can get together as a large group, enjoy some amazing training, share their experiences, have some fabulous food, and dance the night away to entertainment. This has proved to be a very successful event.

Consultancy - Affinity have a number of highly experienced consultants who can be engaged to support carers and/or their C/YP in placement.

Respite – Respite care is always available and implemented when required both for holidays, weekends away, special events and if placements or Carers need time out.

KIT days – keeping in Touch with Management days are organised locally, 6 monthly, to give carers access to the Directors and Managers. These are to discuss any issues, concerns or compliments!

Activity Breaks – day and residential events are organised during school breaks.

All Foster Carers have a bespoke Young Person's Handbook which is kept within the home at all times and ensures that the young person has access to age appropriate

information and guidance relating to the local facilities, leaflets on specific issues such as healthy living, bullying and more importantly how to keep safe using social media, including awareness of signs of grooming and sexual exploitation. This gives a platform for discussion for the Carer.

(2)

The Affinity Social Work Team is made up of a very experienced group of Social Workers who have worked in the fostering arena for many years. All but one are Seniors. All have completed Advance Safeguarding training in addition to numerous courses as individuals and alongside their carers.

Each worker has been through the 'safer recruitment' process before being employed.

Each Supervising Social Worker has an area of particular interest and is further trained in that area, e.g equality and diversity, Parent and child placements, birth children's group.

At the monthly Social Work Practice Meetings, reflective learning is always on the agenda and all young people in placement and issues or situations affecting them are discussed and strategies are shared. This ensures that the whole team are aware of any placements that maybe fragile and supports identified and provided.

The Affinity Team work closely with all agencies that are involved with the looked after children and will seek to call professionals meetings where appropriate.

(3)

KIT days have been previously mentioned, (question 1) and are designed to ensure that managers and directors are available to Carers in their local areas.

Managers attend support groups to ensure they are fully aware of the front-line issues. Managers are contactable, mobile numbers and email addresses are given to all Carers.

Managers often facilitate particular training which has included Family Court Proceedings, Processes and Timescales.

Managers ensure that the Social Work team meet on a monthly basis and share information that will alert those workers that are covering the Out of Hours on call provision. This enables the Social Work and Management Team to be fully briefed in any potential crisis situations.

Supervision of Supervising Social Workers is conducted stringently by qualified personnel and according to NMS and Fostering Regulations.

Supervising Social Workers have instant access to Managers and Directors to seek services, advice or consultation.

Managers provide OOHs back up support to both SSW and Foster Carers.

(4)

Foster Carers are provided with a training programme covering many areas necessary for the fostering role and individual training will be sought where there is an identified specific need.

Training is in various forms on a rolling programme: -

- Online
- Face to face
- Information Flyers
- One to one consultancy
- Bespoke training according to FCs and C/YP needs.

All Foster Carers have received training in Secure Base and Attachment and we have reviewed the Second Annual Household Review Report to evidence the Carer's availability to reflect a secure base and understanding of any attachment issues. All Five Aspects of Secure Base are afforded to all young people with Affinity Carers. Availability, Sensitivity, Acceptance, Cooperation and Family Membership which allows young people to have a secure and stable environment.

All Foster Carers have received training in 'Promoting Positive Behaviour', Safeguarding, Secure Attachment, First Aid, Contact, Bullying, CSE, 'Verbal De-escalation', online protection.

Where a specific issue has been identified for a particular young person, specialist training will be sourced for the Foster Carer to enable them to gain enhanced skills to meet the needs of that young person in order to prevent placement breakdown.

The list of training courses is endless but all meet the core subjects required under NMS.

Training is monitored and quality assured at all times.

Choice and flexibility

Q5 of 8. Please confirm details on the number of Fostering Households and the placements that your agency is able to provide.

The London Borough of Sutton would like to ensure that the Independent Fostering Agencies approved to the framework will be able to provide a wide range of placements to meet the diverse range of needs of the children and young people.

1 Number of Registered Foster Carers and their approval confirmation.

Code: WBRI – White British WOTHER – White Other MWAS – Mixed White Asian BCRB – Black Caribbean

F/C	Of FC in Home	Ethnicity - foster carer 1	Ethnicity - foster carer 2	Date of Approval	No YP Approved for	Placement offer: primary designation
1	1	WBRI		5/13/2014	2	Short Term, Long Term, Emergency, Respite
2	1	WBRI		5/13/2014	2	Parent & Child
3	2	WBRI	WBRI	3/22/2016	3	Short Term, Long Term, Emergency, Respite, Remand
4	2	WBRI	WBRI	1/7/2014	2	Short Term, Long Term, Emergency, Respite
5	2	WOTH	WOTH	9/6/2016	1	Short Term, Long Term, Emergency, Respite, Parent & Child
7	2	WBRI	WBRI	12/6/2013	3	Short Term, Long Term, Emergency, Respite, Remand
8	2	WOTH	WOTH	12/15/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child
9	2	WBRI	WBRI	27/10/2015	3	Short Term, Long Term, Emergency, Respite, Parent & Child
10	2	WBRI		17/12/2013	3	Short Term, Long Term, Emergency, Respite, Parent & Child
11	2	WBRI	WBRI	12/1/2013	3	Short Term, Long Term, Emergency, Respite, Parent & Child
12	2	WOTH	WOTH	23/05/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child
13	1	WBRI		29/09/2015	3	Short Term, Long Term, Emergency, Respite, Parent & Child
14	2	WBRI	WBRI	06/06/2015	3	Short Term, Long Term, Emergency, Respite, Parent & Child
15	2	WBRI	WBRI	19/01/2016	2	Short Term, Long Term, Emergency, Respite
16	2	WBRI	WBRI	17/12/2013	3	Short Term, Long Term, Emergency, Respite, Parent & Child
17	2	WBRI	WBRI	18/10/2016	1	Short Term, Long Term, Emergency, Respite
18	2	WBRI	WBRI	25/02/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child
19	1	WBRI		24/01/2017	2	Short Term, Long Term, Emergency, Respite
20	2	MWAS	WBRI	03/12/2013	3	Short Term, Long Term, Emergency, Respite
21	1	WBRI		13/11/2013	2	Short Term, Long Term, Emergency, Respite
22	1	WBRI		22/05/2014	2	Short Term, Long Term, Emergency, Respite
23	2	WBRI	WBRI	21/07/2015	3	Short Term, Long Term, Emergency, Respite
24	2	WBRI	WBRI	05/09/2016	3	Short Term, Long Term, Emergency, Respite
25	1	WBRI		21/03/2017	2	Short Term, Long Term, Emergency, Respite
26	2	WBRI	WBRI	21/03/2014	3	Short Term, Long Term, Emergency, Respite

27	1	WBRI		17/05/2016	3	Short Term, Long Term, Emergency, Respite, Parent & Child
28	2	WBRI	WBRI	25/02/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child, Remand
29	2	WBRI	WBRI	29/11/2016	3	Short Term, Long Term, Emergency, Respite
30	2	WBRI	WBRI	22/03/2016	1	Short Term, Long Term, Emergency, Respite
31	2	WBRI	WBRI	26/07/2016	3	Short Term, Long Term, Emergency, Respite
32	1	WBRI		29/09/2015	2	Short Term, Long Term, Emergency, Respite
33	1	WBRI		19/11/2013	3	Short Term, Long Term, Emergency, Respite
34	2	WBRI	WBRI	17/05/2016	3	Short Term, Long Term, Emergency, Respite, Parent & Child
35	2	WBRI	WBRI	21/03/2014	2	Short Term, Long Term, Emergency, Respite
36	2	WBRI	WBRI	02/02/2016	1	1 Named young person only
37	2	WBRI	WBRI	02/02/2016	3	Short Term, Long Term, Emergency, Respite, Parent & Child
38	2	WBRI	WBRI	18/10/2016	3	Short Term, Long Term, Emergency, Respite, Parent & Child
39	2	MWA S	WOTH	29/09/2015	3	Short Term, Long Term, Emergency, Respite, Parent & Child
40	2	WBRI	WBRI	01/04/2016	3	Short Term, Long Term, Emergency, Respite
41	2	BCRB	WBRI	13/05/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child
42	2	WBRI	WBRI	14/08/2014	2	Short Term, Long Term, Emergency, Respite
43	2	WBRI	WBRI	15/04/2014	3	Short Term, Long Term, Emergency, Respite, Parent & Child, Remand
44	2	WBRI	WBRI	30/10/2013	3	Short Term, Long Term, Emergency, Respite
46	2	WBRI	WBRI	5/2/2017	1	Short Term, Long Term, Emergency, Respite
47	2	WBRI	WBRI			Under Assessment
48	2	WBRI	WBRI			Under Assessment
49	2	WBRI	WBRI			Under Assessment
50	2	WBRI	WOTH			Under Assessment
51	2	WBRI	WBRI			Under Assessment
52	2	WBRI	WBRI			Under Assessment
53	2	WBRI	WBRI			Under Assessment

Affinity have 7 prospective Carers under assessment. One of the prospective applicants is a Prison Officer and has specifically shown an interest in working with young offenders and young people's on remand. Additionally this applicant has delivered verbal de-escalation training to all of our Foster Carers with all feedback being extremely positive.

We have in the past provided placements to young people on remand where the Carers have acted as appropriate adults at the Police Station where the young people were being charged. For these placements we provided to the Carers with Remand Training to providing them with skills and knowledge to cover a variety of issues that relate to the supervision and care of young

people involved in the Criminal Justice System (CJS), incorporating the following key areas:

- Knowledge and understanding of the Youth justice system
- Understanding of how young people become involved in the CJS
- Insight into Court process and how court outcomes impact on the young person and Carer
- Purpose and function of Youth Offending Teams
- Identified triggers to behaviours
- Role in supporting Young People involved in the CJS.

(2)

Affinity Fostering do not currently have Foster Carers living in the Local Authority of Sutton and have received many referrals for which Carers have been put forward as possible foster resources for particular young people. Affinity are part of the London Care Services Contract for Independent Fostering Agencies.

Affinity's Carers are predominantly located in Kent, Bexley, Sheppey and Essex. Affinity will always look to ensure that when considering a referral, in the first instance, the needs of the child will be met by a particular Carer then will look at the feasibility of Foster Carers having the ability to meet the travel arrangements for the current education provision, if this cannot be changed, contact arrangements and any other special needs such as attending CAMHS appointments.

As at 20th June Affinity Fostering have 46 Foster Carers with a further three foster families being presented to Foster Panel at the end of June. There are further assessments being undertaken with planned Panels for each month with the exception of August. A large number of the Foster Carers approved have been fostering for some years providing immense experience of working with many young people presenting different types of challenging behaviours, providing individual care for sibling groups as well as Parent and Child placements which can either be non-assessment but practical advice and support for new or less confident parents or PAMS assessed by suitably qualified Foster Carers. Affinity currently do not have either Fostering Households or placements within the three Local Authorities referred to. Outside the three LA's referred to the number of available placements will change on a day to day basis depending on when young people are placed, care plans changed or placements ending.

Affinity are always seeking innovative ways in which to recruit new Foster Carers, encouraging applicants from a wide range of diverse cultures and will continue to strive to ensure that diversity is at the forefront of any recruitment

t campaign. Below are the current details of the registered Foster Carers providing information including their ethnicity, approval date, number of young people they are approved to have and the type of placements that they can offer.

(3)

Affinity have previously worked with both the London Borough of Merton and Croydon particularly in providing long term placements. However currently Affinity do not have any Foster Carers in either locality.

Recruitment

Q6. of 8

This question is mandatory

In your response, please ensure you include the following:

(1) Recruitment of Foster Carers in the borough of Sutton

(2) Recruitment of Foster Carers from the hard-to-reach communities

Please response to this question via an attachment of not more than 1600 words

(1)

Affinity is absolutely aware that recruiting and retaining foster carers is key to delivering an effective fostering service to Looked After Young People and that the recruitment of individuals and couples to become active and committed Foster Carers is vital to the stability and effectiveness of the Fostering Service and the children that it supports.

Affinity recognises that it does not currently have Carers located within the London Borough of Sutton and from the referrals received to date has identified that there is a particular need to recruit Carers for Sutton and other Local Authorities to look after teenagers, sibling groups and unaccompanied asylum seeking children.

The referrals received from Sutton will be continually monitored to identify any particular changes to the needs of young people being referred to Affinity with the aim of reviewing the recruitment campaign in operation and to make adaptations to reflect any change in need.

Affinity recognises that without enough Carers willing and able to offer home to these groups, some children will find themselves living a long way from family, schools and friends, possibly split from siblings or being temporarily placed with a Carer until a more suitable placement can be found, which involves yet another disruptive move for the child.

Affinity aims to:

- Continue to attract high quality Foster Carers living within or close to both Sutton's authority borders and in the areas currently being serviced by Affinity. These Carers will be assessed, trained and matched as Carers to meet the needs of looked after children referred by Sutton to Affinity.
- Continue to attract those with the skills to look after teenagers, sibling groups and babies, and from wide-ranging ethnic, professional and social backgrounds in order to meet the needs of the referrals, including unaccompanied asylum seeking young people/children.
- Continue to provide adequate information and effective Skills to Foster training by qualified Social Workers and existing Foster Carers on becoming a Foster Carer to those deemed suitable for assessment.
- Continue to process assessments in a timely manner (average 3 – 4 months to Panel) and to keep applicants fully informed about their progress.
- Continue to promote a sense of community among Affinity's Carers, to devise creative retention schemes and events, within appropriate and realistic financial constraints, which will add to the Carers' sense of being valued by both Affinity and the Local Authorities that they are working with. This can be achieved by offering participation opportunities in conjunction with other Teams/Partners when opportunities present themselves.
- Continue to provide the Foster Carers Christmas Conference held at a hotel in Chatham (easily reached by people residing in Sutton). A two day Conference provided good quality training and a social overnight event for both Carers and staff.

Target

A recruitment target has been set of (20) new carers over the next 3 years, offering short term, emergency, long term and Parent & Child placements.

Short-Term Objective:

To recruit more Foster Carers within a 20 mile radius of the LB of Sutton specifically for:

- Teenagers (over 12 years-old);
- Sibling groups;
- Children from a wide range of ethnic backgrounds, including black African, Asian and mixed heritage children;
- Unaccompanied asylum seeking young people/children

(2)

Longer Term Objectives

To promote the ongoing need for more Foster Carers and to provide a clear and realistic understanding of the tasks and expectations.

It is recognised that in mid 2015 the estimated population of Sutton was 200,100. Of this number 70.9% were White British, far exceeding other ethnicities. Also, with the highest percentage of residents being 39 to 59 indicates that this group is the most likely group to reach.

- I. To promote the Fostering role among the following groups:
 - Hard to reach Black and Minority Ethnic (BME) and other minority groups which historically have had little representation in Affinity Fostering.
 - Younger individuals and couples who may provide a long-term service.
 - Those who may exclude themselves from Fostering such as same sex couples, individuals, people with disabilities, tenants, unemployed people, those with low formal educational attainment and active older people.
- II. To promote the role to targeted groups within the community, such as faith groups, parent and toddler groups and adult education groups.
- III. To target geographical areas within the Boroughs which Affinity currently have contractual arrangements and others with whom Affinity have long standing relationships with.
- IV. To identify local opportunities, especially using word of mouth and our website which have been the most successful, and will try to maintain a consistently high local profile in order to recruit more Carers in Sutton and surrounding borders. Affinity recognises that one off, unsystematic campaigns are less effective and ongoing publicity, for example, about the need for Foster Carers and the benefits of the task, achieves more. Affinity achieves this by regular postings on its own Facebook Page which is regularly monitored and reviewed.
- V. Affinity's recruitment campaigns often use young people who have been fostered, and our own foster carers and their networks to attract potential recruits.
- VI. Affinity currently sponsor a charity "Teddington Trust". As well as this being a worthwhile cause, this has also provided interest from individuals wishing to become Foster Carers. We also sponsor a junior football team on the Isle of Sheppey where we have provided kits for the children and hoarding advertising which has produced much interest into joining Affinity. This sponsorship could be extended to Sutton's Junior Football Teams.

Additionally, our Participation Workers and Foster Carers attend Summer Fayre's and Christmas Markets attracting local people to consider the idea of fostering within their own community.

Our campaigns focus on the professionalism of the fostering task together with the emotion and passion that individuals want to share with their community: the support offered to both Carers and young people; opportunities for training and qualifications, and the financial rewards.

To ensure successful campaigns Affinity has:

- good knowledge of the local areas in which they are looking to recruit;
- systems in place for following up enquiries: fostering agencies must respond in a timely, and business-like manner to sustain the interest of potential foster carers, because only about 20 per cent of enquiries lead to applications
- use of the local media
- ongoing recruitment - not just one-off drives
- use of foster carers' own networks
- Awareness of faith group members willing to consider an alternative career

Affinity will:

- Strive to keep the profile of fostering in locally consistently high targeted campaigns and information, such as those finding carers for children from specific black and minority ethnic backgrounds.
- Try to use innovative ways in which we can emphasise the positives about fostering: the professionalism of the task, and the opportunities for training, qualifications.
- Continue to promote our reward scheme which gives Carers a financial reward for introducing a new Carer.

Currently the demand for Foster Carers outstrips supply. Affinity recognises that it must have a successful recruitment and retention policy if we are to deliver an effective fostering service.

With heightened awareness of the need to obtain the best value for money, wherever possible, full use will be made of in-house skills and resources. Opportunities are taken to work in partnership with colleagues from other teams in order to provide economical retention events for existing Fostering families and as a means of raising awareness of Fostering through any spin-off public relations activities.

Outcome Focused

Q7 of 8 Please explain how your organisation will monitor the progress of the children and YP placed with your Foster carers?

The London Borough of Sutton believes that our children and YP will receive the best quality services, if our general approach to parenting these children is focussed on outcomes, as well as needs.

(1)

Participation of Carers and Children / YP

- be healthy
- enjoy and achieve.
- make a positive contribution.

From training provided by the LILAC Project all staff, Carers and Panel Members, Affinity appointed two Children's Participation Leaders and Affinity's Management Team have consulted with several Foster Carers as to find new ways of improving our Service and have taken forward several suggestions made. Affinity have been working in partnership with 'Become' (Formerly Who Cares Trust) to further encourage the engagement of YP placed with Affinity Carers to develop the services delivered to YP by Affinity.

During Affinity's OFSTED Inspection, YP were given the opportunity to meet with the Inspector to openly and freely share their personal experience of being cared for within Affinity. Some eleven YP took up this opportunity.

Additionally, YP contributed to Affinity's Young Person's Handbooks which cover the appropriate age ranges. Within the Handbooks there are various challenges in line with the Five Outcomes where financial rewards can be achieved by the YP.

Last year in deciding the venue for the Looked After YP's Holiday, the Affinity Participation Leader and a LAC identified an activity centre which they both felt would provide fun and stimulation to YP during the Summer Holidays. This was a great success. This year the YP's group 'Voices' proposed a visit to a Theme Park with two overnight stays. Affinity have responded to this and have booked 2 nights' hotel accommodation for 24 YP and 6 staff members, passes for Chessington and Go Ape have also been purchased by Affinity.

The Participation Leaders organise regular Participation Groups during school holiday breaks, previous events being YP attending a Catering College to experience cooking skills followed by a Laser Quest activity.

Affinity have formulated regular Parent & Child Forums to provide topical information pertaining to child care and also an opportunity for peer support. New Parent & Child welcome packs are in the process of being developed with the assistance and input from current Parent & Child Carers and young parents in placement.

Affinity provide facilities for local Carers to meet bi-monthly where they are encouraged to discuss ideas and strategies to support each other and to share any information/suggestions that they wish for the Affinity Management team to consider.

(2 & 4)

Reviews/Care Plans

- be healthy.
- stay safe.
- enjoy and achieve.
- make a positive contribution.
- achieve economic well-being.

Affinity complete a Placement Planning Agreement which is derived from Coram/BAAF covering delegated authority and medical consent. This document sets out the expectations of all parties (Carer, YP, LA SW and Affinity) and will be signed and agreed by all. There is also a specific Placement Planning Agreement for Parent and Child Placements which clearly sets out the parent's roles and responsibilities and the levels of support / supervision expected from the Carer. The Supervising SW attends all Placement Planning Meetings to ensure all expectations are achievable. This is re-visited at the first Statutory Review and adjustments made where necessary.

In the situation where a Care Plan has not been provided Affinity have procedures in place for chasing the LA for the required paperwork.

In the Carer's supervision template there is scope to consider the YP's Care Plan and how this is being met or not in which case strategies will be developed in order that the Care Plan is met.

Also within the Carer's supervision a Record of Events for the YP is completed showing activities the YP has been engaged in, achievements and outcomes for the young person since being placed including education (including Key Stages met and after school activities), health, contact, LA Social Worker visits, changes to Care Plan.

Affinity recognise that YP's Care Plans can change and are flexible in order to meet the changes, an example being a 13 year old female who had been placed with her

Carers for some 6 years and concerns were raised about her ability and willingness to engage with education. At this time the Carers had decided to retire abroad. The Care Plan for this YP was reviewed and following planned introductions YP was moved to an alternative Affinity placement where, with the support and encouragement of the new Carers she has now fully embraced educational opportunities offered to her and is relating positively to the younger Carers she is now with.

For the Child's Statutory Review Affinity's Supervising Social Worker and Carer will complete a report which is submitted to the LA in advance of the Review meeting. The SSW will make their own record of the decisions and matters discussed at the Review as often Review Minutes are not produced by the LA for a considerable time. Affinity undertakes Annual Reviews on all Carers. Annual Reviews consider changes to the Household, Statutory Check updates, issues, Health & Safety, Safer Care Policy, change of approval, Foster Carer's continual professional development. Feedback on the young person's placement is sought from the LA Social Worker and the YP themselves as to the benefit of the care being provided and outcomes in line with the 'Five Outcomes' from 'Every Child Matters'.

Reviews

Affinity has an automated system in place that prompts four weeks before a Statutory Review is due. If notifications have not been received by the Local Authority prompts will be issued by the Administration Team. Timescales will be recorded and further requests for outstanding LA Minutes are also recorded on the system. Affinity's Supervising Social Worker will take their own Minutes recording the decisions from the Review as often there is a time delay in receiving the official LA Minutes. This also allows for monitoring by regulated bodies. Affinity provides detailed reports compiled by the Supervising Social Worker and the Carers for the Review. The areas discussed are in line with the Five Outcomes from Every Child Matters. Carers will encourage YP to complete consultation documents and will also encourage and assist YP to contribute to their Review. An Affinity Supervising Social Worker will be present with the Carer at every YP's Review.

Ofsted Report: "The agency works extremely closely with placing Social Workers and independent reviewing officers to ensure that all plans are reviewed within timescales. The agency has excellent systems in place to monitor and track looked after reviews for all children and YP placed with carers. Agency staff ensure that they take comprehensive notes when attending any reviews or meetings, to avoid any potential delay in responding to identified actions, whilst waiting for the official minutes".

(3)

Advocacy/Independent Visitors

The Children's Welcome Letter and information pack which is provided to YP at the commencement of placement, contains information about Independent Organisations to enable them to access advocacy and guidance. There is also information within the two YP's Handbooks which are kept within the Carer's homes relating to services, helplines and resources available for YP. Affinity have one YP in placement who was allocated an Independent Visitor by his LA. The Carers have developed a good working relationship with the Independent Visitor and fully understand his role and responsibility. He is invited to attend the young person's Looked After Review and has contributed favourably commenting on the care and stability provided by the Carers.

The Children's Participation Leaders meets regularly with most of the YP, and are available by phone or by email, will ensure that appropriate advocates are suggested to the YP depending upon their situation. Independent Visitors are discussed within the Statutory Review process if a child or young person has no family contact. The LA Social Worker will take responsibility to arrange this which would be fully supported by Affinity.

(4)

- be healthy.

Health Plans & Approvals

When a young person is placed the Carer will register them with their local GP, Dentist and Optician and any previous medical information will be shared. Within the Placement Planning Meeting the YP's Health Plan is formulated. All health matters are considered and recorded and any specific areas of concern are noted and an action plan and timescales are recorded. This is reviewed and updated at each Statutory Review and signed off by attendees. The YP's health is also considered at every Carer supervision and any health needs identified will be detailed in action plan within the supervision template. This is signed off by the Registered Manager confirming timescales of actions to be completed by.

The Administration team maintain a spreadsheet recording dates of health appointments for all YP in placement this also includes the date of the annual YP's Medical. Affinity have a Drug and Alcohol Counsellor who is available to provide support to any of the YP who might be experiencing difficulties with either drug or alcohol issues.

Education

- enjoy and achieve.
- make a positive contribution.
- achieve economic well-being.

All children in placement of school age have education provision. Carers support YP by attending open evenings, achievement awards and have good relationships with schools and colleges. Carers will fund if necessary extra curriculum activities and necessary sports items in order to support the YP's healthy development. Carers ensure that they are provided with copies of the YP's school / attainment/ passport reports which are also held on the young person's files at Affinity's Office and Affinity will send out acknowledgements to the YP if they have achieved in their school work. Affinity have sourced a bespoke education consultant.

The information discussed above under health and education is shared with the YP's Social Worker and an action plan will be suggested. If it is still apparent that progress is not being achieved Affinity will request a meeting with the LA Social Worker to discuss ways in which best to meet this need.

Collaborative working

Q8 of 8 Please explain how you will be able to work with the key stakeholders to achieve the outcomes for the children and young people?

Achieving the outcomes for the children and young people will only be achieved if the child or young person, London Borough of Sutton, Contractor and the Foster Carer work together.

(1)

Affinity Fostering Staff will always endeavour to firstly, be invited, and secondly attend all necessary meetings. Our Supervising Social Workers are all well aware of the decisions made at meetings and the current care plan, and will work tirelessly to ensure the best outcomes for children and young people (C/YP). Affinity have the luxury of being able to implement services quickly once given the authorisation by the LA. Whilst funding is always an issue for both the LA and Affinity, the latter will not let this stand in the way of progress for the C/YP. On numerous occasions, with the LA SW agreement, Affinity have implemented a much-needed service and worried/discussed/argued for the funding latterly. For example, a drugs counsellor held a number of one to one session with a YP who subsequently was able to give up cannabis. Once Affinity have the permission of the LA, then services will be sought through innovative research and diligent. Here are some comments from our last

OFSTED report:-

"Foster Carers work closely and positively with placing Authorities and other agencies to ensure the holistic needs of children are met at all times.

Once Placement Officer for a local authority stated that Carers for one young person "went above and beyond what I would have expected them to do, there was nothing more that they could do to support the young person".

"The agency has proactively supported some children and young people to remain in their placements on a permanent basis. The Registered Manager has recently supported one set of carers to secure prospective adoption of two siblings. This was done in a highly imaginative way with the Registered Manager identifying a possible match for her carers through BAAF. The agency has also enabled two siblings to be placed together with one set of foster carers for the first time in their care history this reflects the total commitment of the agency staff and carers to placing the needs of children and young people at the centre of their work".

(2)

Effective communication between our Carers – SSWs- and LA SWs, is evidenced on the case files, and is vital to ensuring all parties are up to date with any progress, concerns or issues in placement. If for whatever reason this is not the case then management are alerted and Affinity's Registered Manager will get involved. Each case demonstrates a high level of communication, mainly by email and telephone. All case files are monitored by our RM to ensure that that NMS standards and regulations are being met. All meetings conducted or attended by Affinity are minuted/recorded by Affinity Staff at the meeting to ensure that decisions and actions can be implemented immediately.

Affinity are well aware of the pressures that LA staff are experiencing in the front line and feel that by minuting the meetings they can lead the way on decision made if the LASW agree. Where appropriate (and agreed by LA) these minutes are shared with birth families/Guardians/LA Social Workers and IRO's. Affinity Management Team will be made aware and consider any relevant information or actions required under Quality Assurance. Managers will liaise with LA Managers if there is a requirement, shortfall or compliment to be discussed.

At our last OFSTED inspection (outstanding) there were many comments regarding effective communication but here is one: - *"One placing authority praised the agency for its excellent communication, stating that they are always keep up to date with information relating to children placed with this agency."*

Effective Communication is high on the priority list for Affinity, so much so that specialist training has taken place with the whole staff team, see number 5.

(3)

From receiving and sharing initial referrals – password protection is implemented immediately. Carers are reminded to delete any referral they receive once it's no longer required or save it to a safe file if a placement is to occur. Staff's laptops are

all password protected. They can be accessed by our IT specialists. Affinity employ IT (RodingTech) specialists who oversee our electronic systems to ensure they cannot be breached. As a last resort RodingTech can wipe the contents of a laptop should the need arise.

Any paper files are kept locked in filing cabinets and the office is locked and the building alarmed out of office hours.

All staff receive training on confidentiality and the 'safer recruitment' model is used in all recruitment.

(4)

An Affinity Admin worker has specific responsibility for the Monitoring of Statutory reviews and will highlight any that may be overdue. This will be raised with the LASW by Affinity's SSW and then rise to the Registered Manager to contact the LA Manager if it continues to drift. ALL Reviews are attended by Affinity, should the SSW of that case be unable to attend then a duty SW or Manager will step in. FCs are expected to present comprehensive reports to all Review Meetings. Affinity understand and the importance of Child in Care Reviews and give them the utmost priority.

(5)

Recently at an Affinity Team Day, a specialist trainer ran a morning session on 'effective communication'. This highlighted the different ways of ensuring that our communications are well received. It enabled staff to understand how to be flexible and responsive to the needs of our customer LAs and staff. Some LASWs like to have the information sent to them days before meetings, others just before, and others on the day in paper form. Whichever way will be most useful to the LASW will be implemented. When meetings are called at short notice Affinity will still endeavour to do an outline of the situation to enable the focus of the meeting to be maintained, the issues to be better understood and to better inform all attendees so correct decisions can be made that improve outcomes for C/YP.

(6)

During fostering fortnight, Affinity staff went out into the local community to explain what this entailed and to encourage them to take part. Many posters were visible up and down Ingatestone High Street and in GP, Dentists, Vets settings. This raises awareness per se of Fostering.

- Affinity sponsor two local children's football teams, purchasing all their kits and presenting the annual trophies.
- Affinity support Teddington Trust, a charity for children with disabilities.
- Affinity Carers have donated monies to a Dog rescue sanctuary.

- Affinity hire local church, halls or hotels in all 4 areas, for their support and training groups.

Lot 1 - Q1 of 4

How will your organisation help to keep our children and young people safe?

All children are safe

In all placements our children and young people will need to be kept safe but are also taught about how to keep themselves safe.

(1)

At the commencement of placement Affinity will discuss with the Local Authority at the Placement Planning Meeting held within the first 7 days the particular needs of the C/C/YP and how the Carer can help them achieve to their best ability, recognising that not all C/YP function at their chronological age therefore possibly requiring strategies to be individualised for each young person. Any additional needs will be continually reviewed throughout the placement through Carer supervision, C/YP Reviews, work with Affinity's Participation Workers, C/YP's School and any other professional involved in the C/YP's Care Plan.

Also taken into account to reflect the development of a C/YP's abilities including emotionally and in maturity, Affinity's Social Workers will ask the LA to review the Delegated Authority at each C/YP's Review.

Affinity's Carers will always encourage development of young people according to their age and abilities and a particular example is the provision of a sensory room for a young person who had a profound disability. Foster Carers are provided with specific tailor made training if it is considered to better enable them to work with the C/YP in placement including Play Learning for children which meets OFSTED requirements.

(2)

All Carers learn from the Skills to Foster Training the importance of providing a secure base for young people from which they can build.

Secure Base is a theme throughout Affinity where the Foster Carers Supervision confirms Carers availability emotionally and practically, co-operation, acceptance and sensitivity. It is believed through many theorists including Dr Gillian Schofield that a secure base provides stability and security for young people enabling them to develop, grow and reach their full potential.

New Carers are made aware that it is possible that young people may have come from a dysfunctional chaotic background with uncertainties as to where their next meal may come from, or what their care givers response if any may be. Therefore the importance of providing a stable and consistent environment is crucial to allow the young person to reduce anxiety and grow trust and confidence in their Carers.

All young people have a Safe Care Plan specifically written for their individual needs and vulnerabilities.

(3 & 4)

Affinity complete a Placement Plan Agreement which includes the Guidance and recommendations on Delegated Authority. All C/C/YP (where age appropriate), Foster Carers and Supervising Social Workers contribute to the C/C/YP's Placement Plan as this is an area where expectations are recorded and information such as routines, bedtimes, contact, education, health, social activities and the time the young person needs to be home. Also recorded is the amount of pocket money and savings to be provided. This provides an opportunity for the young person to share their views and feelings right at the beginning of their placement.

Affinity's two dedicated Children's Participation/Support Workers work continuously with the YP placed with Affinity's Carers to **ensure they have a voice**. They invite feedback on: -

- how information is gathered from themselves during their placement,
- on their views of their placement with our Carers
- how Affinity as an Agency can improve the services provided to YP of all ages.

The Review forms have been reviewed by VOICES and are now in a format that is more inviting to C/YP to complete. These will be implemented if LAs do not send C/YP their format.

Affinity invest in innovative projects with their C/C/YP. There are 2 fully employed support workers that do direct work with the Children and Young People (C/C/YP). They are also trained 'participation' workers.

VOICES is the chosen name of our C/C/YP group that advise Affinity on its literature and activities.

C/C/YP support sessions give the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES) to be C/C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will have one to one meetings with them.

OFSTED Inspection Report: **"A particular strength of the agency is its engagement with children and young people on all aspects of the care provided to them.**

(4)

All YP placed receive a welcome letter introducing them to their Carers, Affinity's Team and Participation Workers and various independent organisations that will support them if they are unhappy or should they wish to complain. This sets the scene for future requests.

Carers and SSWs will encourage the young person to participate and if able to chair their meetings. Evidenced on file is that a child who adamantly refused to attend his review was encouraged to have his say, and dictate to the carer a message of his likes, dislikes and requests, which he subsequently signed and sent to the Social Worker.

Each C/YP will be approached in a manner that is likely to get the most positive response to enable them to participate on all levels, and at all meetings.

(5)

Safer Care Plans / Return to Placement Interviews

Affinity have a clear Policy for unauthorised absences and missing persons. The Out of Hours Supervising Social Worker is fully aware of any potential young people who may be missing from care and are aware of the Out of Hours Policy and Procedure as are the Carers. Affinity work closely with relevant Missing Persons Police Teams and will attend necessary Meetings and Protocols. All Carers are issued with a Missing in Care Pro-forma for each young person in their care which has a photo of the young person and clearly details all relevant personal information pertaining to that young person and also identifies any risk factors such as CSE, possibly drug/alcohol, bullying or previous absconsions from placement.

The Foster Carer's Handbook provides procedures to be followed "in the event of a young person missing from care and also details relevant bodies that need to be informed of the situation. When a young person returns to a Foster Carer following a period of being 'missing from home' the Foster Carer will encourage the young person to share with them the reasons as to why, what could be done to avoid the situation happening again and to generally make sure that the young person's health and wellbeing are responded to. This is shared with the young person's Social Worker."

(6)

Affinity provides all Carers with regular, relevant and up-to-date on line training in respect of safer internet use, and in more detail at the Foster Carer Conferences held each year as it is recognised as a high risk to all C/YP. This includes social media, security, on line grooming and practical steps that can be taken to prevent unsafe use by young people. Carers have also been provided with training on cyber bullying devised by Facebook. Affinity will continue to provide further guidance in line with National Internet Safety Days and any recommendations made by CEOP.

Cyber bullying has also been identified as a specific area of risk. Affinity has provided E-learning training on this topic to arm them with information, guidance and advisory organisations.

Affinity has been working in partnership with the organisation Guardian Saints who specifically look at delivering awareness and training on the use of the internet and social media including how perpetrators use the 'Dark web' to feed their criminal behaviours. A volunteer group of Carers and Staff have undertaken training to enable them to provide a workshop to other Carers on how to take practical steps to protect C/YP when using the internet on all devices.

Lot 1 Q2 of 4

With the London Borough of Sutton, how will your organisation and Carers help ensure our children and young people achieve their full potential?

All children and young people achieve their full potential

As Corporate Parent, we have high aspirations for our children and young people. By placing the children and young people with your organisation and Carers, we will need to work with you to help achieve this aim.

(1)

All Foster Carers receive training in child development, attachment and Secure Base. This learning is theoretically underpinned by research from both Dr Gillian Schofield and Vera Falberg.

At the Skills to Foster Training we reproduce the child development wall showing a visual aid as to how when babies and children's basic needs are not always met fully or are inconsistent this will often result in delayed child development and Carers may experience the looked after child regressing before they are able to progress.

Enhanced training for Carers also considers various attachment theories neuroscience of the brain's development and consequences of severe neglect. This training is informed by Dr Helen Upright.

(2)

Support sessions providing by Affinity's Participation Workers give C/YP the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES which is the C/YP Council formed by C/YP currently placed with Affinity Carers) to be C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will arrange to have one to one meetings with them in an appropriate setting to enable the C/YP to feel in comfortable in talking and sharing their feelings and wishes.

All C/YP feedback forms / information Handbooks / Welcome letters are presented in a child friendly, age appropriate format as well as in the relevant language depending on C/YP's needs. If a C/YP struggles with the written word these documents can also be provided in picture format to allow them still to have their say and share their feelings.

Alternative methods can be considered if the normal methods are not within the C/YP's capabilities or understanding

(3)

99% of C/YP in placement of school age have education provision. Carers support young people by attending open evenings, achievement awards and have good relationships with schools and colleges. Carers will fund if necessary extra curriculum activities and necessary sports items in order to support the young people's healthy development. Carers ensure that they are provided with copies of the C/YP's school / attainment/ passport reports which are also held on the C/YP's files at Affinity's Office and Affinity will send out acknowledgements to the C/YP if they have achieved in their school work. Affinity have sourced a bespoke education consultant.

Ofsted Report: "All children and young people placed with this agency have educational provision in place. Carers and agency staff have worked hard to ensure that a high value is placed on education. For some children and young people this is the first time that they have engaged in formal education. Some young people will be undertaking apprenticeships and others have aspirations to go to university. Carers support children and young people placed with them to access and enjoy a wide range of social activities. This promotes and develops their social skills and confidence. Educational providers consistently comment in reports of how well children and young people have done both academically and socially. Records reflect the significant progress by all children and young people placed with this agency, in relation to their educational attainment, sense of identity and social skills.

One young person stated "I have had loads of foster placements before this one. This is the best by far, they are like my second parents I would never have done so well in school and outside of it without the support of my Carers and the agency staff. There is absolutely nothing better they could do for me".

(4)

One young person has continued to live with her Foster Carer within a Staying Put arrangement following being cared for by her for six years. This young person when placed had not attended school for several years and had no routines, structure or boundaries. After an initial rebellious period she became settled and attended school daily and with the encouragement of her Foster Carer she went on to take GCSE's and attend College. This young person was recently interviewed by Affinity to undertake an Apprenticeship in conjunction with her College. She was able to tell us that without her Carers commitment and belief in her she would never have achieved what she has. She has also just passed her driving test which is something else she said she never thought she could do but with her Carers support she has passed first time.

Another young person who has been with his Carers for some ten years is now destined for University having achieved the Grades required. This young person came from a very deprived part of London and was placed with Carers in leafy Surrey as a real contrast and where he grasped opportunity.

(5)

Carers are required to provide all C/YP a quiet area with the provision of appropriately monitored access to the internet to allow them to for them to be able to concentrate on their school / college work. Carers are there to support C/YP in their learning needs, irrespective of age or ability.

(6)

When C/YP are initially placed with their Carers we ensure that within the PPM that delegated authority is confirmed in order that the Carer can agree or not for children to have sleep overs with their friends in an attempt to normalise their situation. All young people are encouraged to bring their friends into the Carer's home and Carers will meet with friends' parent/s as they would their own children to ensure that the C/YP is going to be safe in their company and their home.

Many of our young people attend air cadets and after school activities where they have widened their friendship circle and a new C/YP in placement now joins an existing C/YP in placement in attending Saturday drama club and Sunday Church Youth Group. Affinity also run regular children's activities/holidays where all young people are encouraged to attend to encourage them to maintain friendships with other C/YP in Affinity's care.

(7)

Regardless of the age of the C/YP in the placement, their need to develop skills so that they can become as independent as possible should be borne in mind and they should be encouraged to take responsibilities when they are able to do so.

Carers are expected to give the C/YP opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

C/YP people will, from time to time, be involved in supermarket shopping with the Carers and should be helped to compare value for money of different items. They will be helped to understand the relative expense of convenience foods and of fresh foods.

Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this."

Affinity are able to evidence positive outcomes for young people leaving the care system. Affinity's training programme includes specific training on preparing for Adulthood/Moving on to Independence which will be of particular relevance to a number of Carers whose young people are rising to the age where this will become necessary. Carers are aware of the need to prepare young people for independence and this is highlighted in the Foster Carer's Annual Review.

Lot 1 - Q3 of 4.

All children and young people are healthy

How will your organisation and Foster Carers help ensure our children and young people lead healthy lives?

Being healthy and making healthy life choices is a key outcome for our children and young people.

(1)

When a new C/YP comes into the care of Affinity the Carers are providing with an initial placement pack which contains forms for confirmation that they have been registered with the Carer's local GP/Dentist and Optician. It is an expectation that the C/YP's registration is completed within the first 7/10 days of placement (dependent upon surgery appointments available).

These details are retained on the C/YP's electronic records.

(2)

All Carers will ensure that C/YP will attend regular Dentist / Optician appointments including any follow up appointments as required. Carers will also ensure that C/YP under the age of 16 years attend an annual Looked After Children's medical. However, if a C/YP is over the age of 16 years they have the right to refuse to attend these appointments but will be encouraged to do so by the Carer at all times.

Carers will, in consultation with medical professionals, LA Social Workers arrange for other appropriate medical support to be arranged for example CAMHS, sexual health clinics, dietary specialists.

Carers will ensure that all appointments and outcomes are recorded on the C/YP's Health Card and Affinity's Supervising Social Workers will record all health appointments, treatments and outcomes on the C/YP's Chronological Record of Events, which is updated at every Carer's supervision meeting and which then also forms part of the C/YP's Looked After Review Report that is provided to the Local Authority prior to the meeting taking place.

Affinity's Administration Team hold an overview of Dentist/Optician and Looked After Medical Appointments with prompts set up for the next appointment date to ensure that the Supervising Social Worker is aware that the appointment is due.

(3)

Carers are taking on a parenting role of a child and the challenges of this role should not be underestimated. In many cases the child or young person may have been abused or neglected and this may have left the child with physical and mental health problems and developmental delays. All C/YP in Care suffer a degree of emotional abuse purely by the fact they are separated from their family and all that is familiar to them.

It is widely agreed that the best place for most Looked After C/YP to grow up is in a safe and stable home environment with Carers who provide high-quality care and are responsive to the child or young person's holistic health needs.

Affinity recognise that Looked after C/YP can enter care with a worse level of health than their peers in part due to the impact of poverty, abuse and neglect. Working together with our Carers, Affinity will monitor and review a holistic health model taking into account the wider determinants of health and wellbeing.

Within the C/YP's Handbooks relevant information is provided in age appropriate ways including colouring in drawings, games and worksheets covering numerous aspects of healthy eating and how to make appropriate choices:

- The Eat well Plate
- The Eat well Fun sheet
- Food – a fact of life
- How does food help my body
- Why do we need food?
- My lunch box
- When I am Hungry

Carers will also encourage and support C/YP to learn about healthy eating from sourcing the right ingredients, preparation, cooking and storage of meals.

All of the above take into consideration any C/YP's specific religious or health dietary requirements.

Carers are provided with information and training in relation to Children's Health and Wellbeing which includes healthy eating and Food Health & Hygiene.

(4)

Throughout the Affinity C/YP's Handbooks reference is made to having a healthy lifestyle and encourages C/YP to take up hobbies and interests that involve physical and mental stimulation. There are also challenges within the Handbooks which when completed reward C/YP with a financial payment.

Affinity's Participation/Support Leaders take into consideration, when planning C/YP's activities, the different physical needs of each C/YP so that no child is discriminated due to their abilities and so that everyone is encouraged to join in.

Carers will encourage C/YP to join after school clubs and activities as well as independent clubs. Examples: one young lady who showed an interest in cross country running at school was encouraged and supported by her Carers culminating in her representing her county and receiving numerous medals and having the ambition to run for 'her country'. Another young person from a travelling background was encouraged by their Carer to use Kickboxing to expel his never ending frustrations and energy and he was selected to attend the National Five Nations Kick Boxing Championships securing a 2nd place trophy. He was ranked 2nd for his age group in the UK

(5)

Within the older C/YP's Handbook information is provided on having an understanding and awareness of how to keep 'sexually safe' and provides various helpful leaflets, and details of where to seek additional advice.

Training is provided to all Carers "Promoting the health and wellbeing of the children in the care of Affinity Fostering, included within this is "Sexual Health and Relationships" to help them work with C/YP who may be putting themselves at risk.

The training is delivered by an ex Looked After Nurse who provided a workbook recommending various books and websites for information, advice and guidance.

Within the Carer's Supervision health is always covered including sexual health where advice may be given by the Supervising Social Worker.

One young person requested that our Support and Participation Leader accompanied her to the Sexual Health Clinic to have her regular contraceptive injection, as she has such a good relationship with her. Although she also has a good relationship with her Carer, she felt more comfortable with this.

Affinity's first Carers were approved in October 2013. We now have 46 Foster Carers 66 young people in placement and 3 parent and child placements. We have not had any pregnancies from our looked after young women.

Ofsted Report: *"Children and young people lead healthy lives, supported by their carers. The agency also employs the services of a Drug Awareness Worker, a Health and Wellbeing Consultant and qualified Counsellor. This enables carers and agency staff to provide prompt and specialist support for children and young people who may require it. For some young people, this has enabled them to have one to one support on drugs misuse in a timely manner. One young person stated, "I have managed to stop taking drugs for several weeks now and am being supported by a drugs worker from the agency. I really feel supported by my carers and the agency to consider my drug misuse".*

Lot 1 Q4 of 4. How will the support provided by your organisation help ensure children and young people placed in your care will go on to lead secure, stable and successful adult lives?

All children and young people have secure stable and succesful adult lives

The London Borough of Sutton firmly believes that preparing for independent living does not begin at the age of 16. Instead, this process is continuous and must form part of everyday living.

(1)

Regardless of the age of the young person in the placement, their need to develop skills so that they can become as independent as possible will be borne in mind and they will be encouraged to take responsibilities when they are able to do so.

Foster Carers will give the young person opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

Young people will, from time to time, be involved in supermarket shopping with the Foster Carers and should be helped to compare value for money of different items. They should be helped to understand the relative expense of convenience foods and of fresh foods.

Foster Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

These expectations will gradually be increased as the young person reaches the age of 15/16. By the time they reach this age, unless inappropriate because of their level of understanding, they should be encouraged to open a bank or building society account in their own name, and should be helped to do this themselves.

Foster Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this."

Participation events have and will continue to include activities that will help young people learn new skills. The Participation Workers will work with young people in helping them to prepare for going to interviews including preparation of CV's, practice and advice on interview techniques, body language and Affinity have resources available including the video clips provided by Barclays Bank.

Affinity also have information booklets and will provide guidance and assistance on setting up bank accounts.

(2)

It is hoped that at the referral stage the information available will give an indication as to the level of need of the particular young person being referred.

Additionally, at the Placement Planning Meeting it would be established as to how the young person functions and as to what level their understanding is.

This will allow the Carers to determine the appropriate approach to developing independent skills for the particular young person.

The ethos throughout Affinity is to promote Carers to be risk sensitive as opposed to risk adverse. Therefore young people are able to explore and experiment often by learning from their own outcomes.

This we recognise develops confidence and resilience allowing young people to improve self-esteem which can happen at different stages for different young people.

Throughout the young person's Reviews and the Foster Carers Supervisions the route to independence will be considered and the progress monitored and recorded.

If it is felt that the individual is not responding to the training available to them from the Foster Carer and is resistant to learning from them, alternative methods will be attempted i.e Support Worker taking over the task therefore reducing the potential conflictual situation with the Carer.

(3)

Affinity's training programme includes specific training on preparing for Adulthood/Moving on to Independence which will be of particular relevance to a number of Foster Carers whose young people are rising to the age where this will become necessary. Foster Carers are aware of the need to prepare young people for independence and this is considered in the Foster Carer's Annual Review.

A copy of the 'Who Cares Now? – A Guide to Leaving Care' is provided to young people and is considered by them with Affinity Participation/Support Workers.

Affinity are aware that all young people should have a Pathway Plan developed with their Social Worker and this should be in place at around age 16. If Affinity become aware that this is not being progressed we will prompt the Local Authority to complete this work with the young person. Affinity Supervising Social Workers and Foster Carers are happy to be a part of this process as often they know the young person best.

If appropriate Carers will discuss and encourage young people to remain in education to achieve their full potential. If however it is apparent that the young person does not "fit" within a regular academic environment alternative options will be explored.

An example of this is a young person aged 15 who regularly absconded from Mainstream School and did not engage with the curriculum on offer. The Carers were concerned for his future and they began discussing planning for this with him.

It transpired that his interest in animals could be a way forward and they identified a resource that provided day attendance to an alternative provision which allowed him to develop practical skills in caring for animals whilst learning within a classroom setting two days per week about the animals he is caring for.

He is now undertaking an apprenticeship and has just received two awards presented to him at the Alternative Provision Annual Award Ceremony for best student of 2017 and the Jack Petchey Foundation "Outstanding Achiever" June 2017.

From the Carer's perspective the concept of 'Staying Put' is covered on Day 3 off the Skills To Foster programme. It is recognised that with Government Initiatives additional funds are provided into this scheme to allow for young people to remain with their Carers beyond age 18.

This is discussed on an individual basis with each Carer in relation to any young person who has expressed that their wish would be to remain with their Carer post 18 years. Affinity supports this and currently two young people remain in the care of their Foster Carer under the Staying Put programme.

(4)

One young person placed with her Carers three years ago aged 12 is on the autistic spectrum albeit low level. When she was placed she had very little interest in anything, but as the family are an outdoor sporty type she quickly became interested in outdoor activities and now is a keen athletic and judo player aiming to achieve her Black Belt.

Additionally, she is an exceptional cross country runner and has been selected to represent her County in Cross Country Running something she says that she would never have considered had she not been given these opportunities with her Carer.

Another young person placed with her Carer some six years ago aged 12 who had not attended school for long periods and had no ambition or direction in life.

It was made clear to her that there was an expectation that she attended school and that she needed to plan for her future. There was initial rebellion and resistance, but gradually she began actually enjoying school and made new friends in the new area that she was living in.

This young person is now aged 18 and is with her Carer on a Staying Put arrangement. She is now in College and as part of her course she is undertaking an Apprenticeship with Affinity in Business and Administration. She also passed her driving test last week.

This young person has written a heart warming letter to her Carer thanking her for giving her these opportunities and for believing in her.

Lot 2 - Q1 of 5

How will your organisation help to keep our children and young people safe?

All children are safe

In all placements our children and young people will need to be kept safe but are also taught about how to keep themselves safe.

(1)

At the commencement of placement Affinity will discuss with the Local Authority at the Placement Planning Meeting held within the first 7 days the particular needs of the C/C/YP and how the Carer can help them achieve to their best ability, recognising that not all C/YP function at their chronological age therefore possibly requiring strategies to be individualised for each young person. Any additional needs will be continually reviewed throughout the placement through Carer supervision, C/YP Reviews, work with Affinity's Participation Workers, C/YP's School and any other professional involved in the C/YP's Care Plan.

Also taken into account to reflect the development of a C/YP's abilities including emotionally and in maturity, Affinity's Social Workers will ask the LA to review the Delegated Authority at each C/YP's Review.

Affinity's Carers will always encourage development of young people according to their age and abilities and a particular example is the provision of a sensory room for a young person who had a profound disability. Foster Carers are provided with specific tailor made training if it is considered to better enable them to work with the C/YP in placement including Play Learning for children which meets OFSTED requirements.

(2)

All Carers learn from the Skills to Foster Training the importance of providing a secure base for young people from which they can build.

Secure Base is a theme throughout Affinity where the Foster Carers Supervision confirms Carers availability emotionally and practically, co-operation, acceptance and sensitivity. It is believed through many theorists including Dr Gillian Schofield that a secure base provides stability and security for young people enabling them to develop, grow and reach their full potential.

New Carers are made aware that it is possible that young people may have come from a dysfunctional chaotic background with uncertainties as to where their next meal may come from, or what their care givers response if any may be. Therefore the importance of providing a stable and consistent environment is crucial to allow the young person to reduce anxiety and grow trust and confidence in their Carers.

All young people have a Safe Care Plan specifically written for their individual needs and vulnerabilities.

(3 & 4)

Affinity complete a Placement Plan Agreement which includes the Guidance and recommendations on Delegated Authority. All C/C/YP (where age appropriate), Foster Carers and Supervising Social Workers contribute to the C/C/YP's Placement Plan as this is an area where expectations are recorded and information such as routines, bedtimes, contact, education, health, social activities and the time the young person needs to be home. Also recorded is the amount of pocket money and savings to be provided. This provides an opportunity for the young person to share their views and feelings right at the beginning of their placement.

Affinity's two dedicated Children's Participation/Support Workers work continuously with the YP placed with Affinity's Carers to **ensure they have a voice**. They invite feedback on: -

- how information is gathered from themselves during their placement,
- on their views of their placement with our Carers
- how Affinity as an Agency can improve the services provided to YP of all ages.

The Review forms have been reviewed by VOICES and are now in a format that is more inviting to C/YP to complete. These will be implemented if LAs do not send C/YP their format.

Affinity invest in innovative projects with their C/C/YP. There are 2 fully employed support workers that do direct work with the Children and Young People (C/C/YP). They are also trained 'participation' workers.

VOICES is the chosen name of our C/C/YP group that advise Affinity on its literature and activities.

C/C/YP support sessions give the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES) to be C/C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will have one to one meetings with them.

OFSTED Inspection Report: **"A particular strength of the agency is its engagement with children and young people on all aspects of the care provided to them.**

(4)

All YP placed receive a welcome letter introducing them to their Carers, Affinity's Team and Participation Workers and various independent organisations that will support them if they are unhappy or should they wish to complain. This sets the scene for future requests.

Carers and SSWs will encourage the young person to participate and if able to chair their meetings. Evidenced on file is that a child who adamantly refused to attend his review was encouraged to have his say, and dictate to the carer a message of his likes, dislikes and requests, which he subsequently signed and sent to the Social Worker.

Each C/YP will be approached in a manner that is likely to get the most positive response to enable them to participate on all levels, and at all meetings.

(5)

Safer Care Plans / Return to Placement Interviews

Affinity have a clear Policy for unauthorised absences and missing persons. The Out of Hours Supervising Social Worker is fully aware of any potential young people who may be missing from care and are aware of the Out of Hours Policy and Procedure as are the Carers. Affinity work closely with relevant Missing Persons Police Teams and will attend necessary Meetings and Protocols. All Carers are issued with a Missing in Care Pro-forma for each young person in their care which has a photo of the young person and clearly details all relevant personal information pertaining to that young person and also identifies any risk factors such as CSE, possibly drug/alcohol, bullying or previous absconsions from placement.

The Foster Carer's Handbook provides procedures to be followed "in the event of a young person missing from care and also details relevant bodies that need to be informed of the situation. When a young person returns to a Foster Carer following a period of being 'missing from home' the Foster Carer will encourage the young person to share with them the reasons as to why, what could be done to avoid the situation happening again and to generally make sure that the young person's health and wellbeing are responded to. This is shared with the young person's Social Worker."

(6)

Affinity provides all Carers with regular, relevant and up-to-date on line training in respect of safer internet use, and in more detail at the Foster Carer Conferences held each year as it is recognised as a high risk to all C/YP. This includes social media, security, on line grooming and practical steps that can be taken to prevent unsafe use by young people. Carers have also been provided with training on cyber bullying

devised by Facebook. Affinity will continue to provide further guidance in line with National Internet Safety Days and any recommendations made by CEOP.

Cyber bullying has also been identified as a specific area of risk. Affinity has provided E-learning training on this topic to arm them with information, guidance and advisory organisations.

Affinity has been working in partnership with the organisation Guardian Saints who specifically look at delivering awareness and training on the use of the internet and social media including how perpetrators use the 'Dark web' to feed their criminal behaviours. A volunteer group of Carers and Staff have undertaken training to enable them to provide a workshop to other Carers on how to take practical steps to protect C/YP when using the internet on all devices.

(7)

Within Foster Carers' Induction Training Portfolios Affinity's CSE Policy is specifically covered in conjunction with CSE Guidance and Advice produce by JustWhistle. This is completed with the allocated SSW within the first month of their approval.

- Affinity provide regular training both face to face and on line in respect of preparing and enabling Carers to protect C/YP from the specific dangers of using the Internet and Social Media. This includes grooming and radicalisation. Affinity ensure that the ongoing delivery of CSE specific training is aimed at both basic and enhanced levels and ranges from "Definitions of Child Sexual Exploitation (CSE) What it is, how to explain it." "Who is at risk?" "Who are the perpetrators?" "Recognising Additional vulnerabilities that increase risk of CSE" "Consent – the law"

In addition to the CSE Training Radicalisation Affinity works closely with members of CEOP to ensure that Affinity provide the most up to date information in relation to radicalisation.

(8)

During the Skills to Foster Training prospective Carers are made aware of the greater vulnerability posed to young people that may have a disability.

Children with a disability that are placed with our Carers albeit it a minor learning disability are closely monitored and empowered to understand where possible, what is acceptable behaviour towards them and what behaviours they may need to draw to an adults attention.

An example of this is that a young person with a learning disability placed with our Carer was being bullied in school due to him being morbidly overweight and soiling.

The Carer immediately influenced his diet which reduced his weight and also assisted his bowel control. She also introduced a puppy Chihuahua into the family and the young person was permitted to carry the dog into the school playground each morning which resulted in many young people crowding around him positively and created many new friends.

Lot 2 – Q2 of 5

With the London Borough of Sutton, how will your organisation and Carers help ensure our children and young people achieve their full potential?

All children and young people achieve their full potential

As Corporate Parent, we have high aspirations for our children and young people. By placing the children and young people with your organisation and Carers, we will need to work with you to help achieve this aim.

(3)

All Foster Carers receive training in child development, attachment and Secure Base. This learning is theoretically underpinned by research from both Dr Gillian Schofield and Vera Falberg.

At the Skills to Foster Training we reproduce the child development wall showing a visual aid as to how when babies and children's basic needs are not always met fully or are inconsistent this will often result in delayed child development and Carers may experience the looked after child regressing before they are able to progress.

Enhanced training for Carers also considers various attachment theories neuroscience of the brain's development and consequences of severe neglect. This training is informed by Dr Helen Upright.

(4)

Support sessions providing by Affinity's Participation Workers give C/YP the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES which is the C/YP Council formed by C/YP currently placed with Affinity Carers) to be C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will arrange to have one to one meetings with them in an appropriate setting to enable the C/YP to feel in comfortable in talking and sharing their feelings and wishes.

All C/YP feedback forms / information Handbooks / Welcome letters are presented in a child friendly, age appropriate format as well as in the relevant language depending on C/YP's needs. If a C/YP struggles with the written word these documents can

also be provided in picture format to allow them still to have their say and share their feelings.

Alternative methods can be considered if the normal methods are not within the C/YP's capabilities or understanding

(3)

99% of C/YP in placement of school age have education provision. Carers support young people by attending open evenings, achievement awards and have good relationships with schools and colleges. Carers will fund if necessary extra curriculum activities and necessary sports items in order to support the young people's healthy development. Carers ensure that they are provided with copies of the C/YP's school / attainment/ passport reports which are also held on the C/YP's files at Affinity's Office and Affinity will send out acknowledgements to the C/YP if they have achieved in their school work. Affinity have sourced a bespoke education consultant.

Ofsted Report: *"All children and young people placed with this agency have educational provision in place. Carers and agency staff have worked hard to ensure that a high value is placed on education. For some children and young people this is the first time that they have engaged in formal education. Some young people will be undertaking apprenticeships and others have aspirations to go to university. Carers support children and young people placed with them to access and enjoy a wide range of social activities. This promotes and develops their social skills and confidence. Educational providers consistently comment in reports of how well children and young people have done both academically and socially. Records reflect the significant progress by all children and young people placed with this agency, in relation to their educational attainment, sense of identity and social skills. One young person stated "I have had loads of foster placements before this one. This is the best by far, they are like my second parents I would never have done so well in school and outside of it without the support of my Carers and the agency staff. There is absolutely nothing better they could do for me".*

(4)

One young person has continued to live with her Foster Carer within a Staying Put arrangement following being cared for by her for six years. This young person when placed had not attended school for several years and had no routines, structure or boundaries. After an initial rebellious period she became settled and attended school daily and with the encouragement of her Foster Carer she went on to take GCSE's and attend College. This young person was recently interviewed by Affinity to undertake an Apprenticeship in conjunction with her College. She was able to tell us that without her Carers commitment and belief in her she would never have achieved what she has. She has also just passed her driving test which is something else she said she never thought she could do but with her Carers support she has passed first time.

Another young person who has been with his Carers for some ten years is now destined for University having achieved the Grades required. This young person came from a very deprived part of London and was placed with Carers in leafy Surrey as a real contrast and where he grasped opportunity.

(5)

Carers are required to provide all C/YP a quiet area with the provision of appropriately monitored access to the internet to allow them to for them to be able to concentrate on their school / college work. Carers are there to support C/YP in their learning needs, irrespective of age or ability.

(6)

When C/YP are initially placed with their Carers we ensure that within the PPM that delegated authority is confirmed in order that the Carer can agree or not for children to have sleep overs with their friends in an attempt to normalise their situation. All young people are encouraged to bring their friends into the Carer's home and Carers will meet with friends' parent/s as they would their own children to ensure that the C/YP is going to be safe in their company and their home.

Many of our young people attend air cadets and after school activities where they have widened their friendship circle and a new C/YP in placement now joins an existing C/YP in placement in attending Saturday drama club and Sunday Church Youth Group. Affinity also run regular children's activities/holidays where all young people are encouraged to attend to encourage them to maintain friendships with other C/YP in Affinity's care.

(7)

Regardless of the age of the C/YP in the placement, their need to develop skills so that they can become as independent as possible should be borne in mind and they should be encouraged to take responsibilities when they are able to do so.

Carers are expected to give the C/YP opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

C/YP people will, from time to time, be involved in supermarket shopping with the Carers and should be helped to compare value for money of different items. They will be helped to understand the relative expense of convenience foods and of fresh foods.

Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this.”

Affinity are able to evidence positive outcomes for young people leaving the care system. Affinity’s training programme includes specific training on preparing for Adulthood/Moving on to Independence which will be of particular relevance to a number of Carers whose young people are rising to the age where this will become necessary. Carers are aware of the need to prepare young people for independence and this is highlighted in the Foster Carer’s Annual Review.

(8)

As with any child placed within Affinity all needs are considered and if there are additional needs and resources necessary this would be discussed at point of matching to our Carers. If the young person is in need of therapeutic support, Affinity and our Foster Carers would advocate for this and the Carers would commit to ensuring their attendance to all appointments. If it was identified that a respite arrangement was beneficial we would consider this either by way of our Support Worker or by alternative regular Carers.

(9)

Every Carer is provided with age appropriate Handbooks (5-11 yrs & 12yrs+) for each C/YP placed with Affinity which contain relevant information and guidance covering many topics with the overriding context of the ‘Five Outcomes’. Information is provided on relevant organisations, helplines, websites nationally and then more specifically links to organisations in their local community. Affinity’s Carers and Participation Workers will also assist in identifying and sourcing any specific organisations/advice bureaus if they are not already provided.

A Parent & Child Handbook is currently being further developed to provide the same information and guidance to parents being

Lot 2 - Q3 of 5.

How will your organisation and Foster Carers help ensure our children and young people lead healthy lives?

All children and young people are healthy

Being healthy and making healthy life choices is a key outcome for our children and young people.

(1)

When a new C/YP comes into the care of Affinity the Carers are providing with an initial placement pack which contains forms for confirmation that they have been registered with the Carer's local GP/Dentist and Optician. It is an expectation that the C/YP's registration is completed within the first 7/10 days of placement (dependent upon surgery appointments available).

These details are retained on the C/YP's electronic records.

(2 & 7)

All Carers will ensure that C/YP will attend regular Dentist / Optician appointments including any follow up appointments as required. Carers will also ensure that C/YP under the age of 16 years attend an annual Looked After Children's medical. However, if a C/YP is over the age of 16 years they have the right to refuse to attend these appointments but will be encouraged to do so by the Carer at all times.

Carers will, in consultation with medical professionals, LA Social Workers arrange for other appropriate medical support to be arranged for example CAMHS, sexual health clinics, dietary specialists.

Carers will ensure that all appointments and outcomes are recorded on the C/YP's Health Card and Affinity's Supervising Social Workers will record all health appointments, treatments and outcomes on the C/YP's Chronological Record of Events, which is updated at every Carer's supervision meeting and which then also forms part of the C/YP's Looked After Review Report that is provided to the Local Authority prior to the meeting taking place.

Affinity's Administration Team hold an overview of Dentist/Optician and Looked After Medical Appointments with prompts set up for the next appointment date to ensure that the Supervising Social Worker is aware that the appointment is due.

(3)

Carers are taking on a parenting role of a child and the challenges of this role should not be underestimated. In many cases the child or young person may have been abused or neglected and this may have left the child with physical and mental health problems and developmental delays. All C/YP in Care suffer a degree of emotional abuse purely by the fact they are separated from their family and all that is familiar to them.

It is widely agreed that the best place for most Looked After C/YP to grow up is in a safe and stable home environment with Carers who provide high-quality care and are responsive to the child or young person's holistic health needs.

Affinity recognise that Looked after C/YP can enter care with a worse level of health than their peers in part due to the impact of poverty, abuse and neglect. Working together with our Carers, Affinity will monitor and review a holistic health model taking into account the wider determinants of health and wellbeing.

Within the C/YP's Handbooks relevant information is provided in age appropriate ways including colouring in drawings, games and worksheets covering numerous aspects of healthy eating and how to make appropriate choices:

- The Eat well Plate
- The Eat well Fun sheet
- Food – a fact of life
- How does food help my body
- Why do we need food?
- My lunch box
- When I am Hungry

Carers will also encourage and support C/YP to learn about healthy eating from sourcing the right ingredients, preparation, cooking and storage of meals.

All of the above take into consideration any C/YP's specific religious or health dietary requirements.

Carers are provided with information and training in relation to Children's Health and Wellbeing which includes healthy eating and Food Health & Hygiene.

(4)

Throughout the Affinity C/YP's Handbooks reference is made to having a healthy lifestyle and encourages C/YP to take up hobbies and interests that involve physical and mental stimulation. There are also challenges within the Handbooks which when completed reward C/YP with a financial payment.

Affinity's Participation/Support Leaders take into consideration, when planning C/YP's activities, the different physical needs of each C/YP so that no child is discriminated due to their abilities and so that everyone is encouraged to join in.

Carers will encourage C/YP to join after school clubs and activities as well as independent clubs. Examples: one young lady who showed an interest in cross country running at school was encouraged and supported by her Carers culminating in her representing her county and receiving numerous medals and having the ambition to run for 'her country'. Another young person from a travelling background was encouraged by their Carer to use Kickboxing to expel his never ending

frustrations and energy and he was selected to attend the National Five Nations Kick Boxing Championships securing a 2nd place trophy. He was ranked 2nd for his age group in the UK

(5)

Within the older C/YP's Handbook information is provided on having an understanding and awareness of how to keep 'sexually safe' and provides various helpful leaflets, and details of where to seek additional advice.

Training is provided to all Carers "Promoting the health and wellbeing of the children in the care of Affinity Fostering, included within this is "Sexual Health and Relationships" to help them work with C/YP who may be putting themselves at risk.

The training is delivered by an ex Looked After Nurse who provided a workbook recommending various books and websites for information, advice and guidance.

Within the Carer's Supervision health is always covered including sexual health where advice may be given by the Supervising Social Worker.

One young person requested that our Support and Participation Leader accompanied her to the Sexual Health Clinic to have her regular contraceptive injection, as she has such a good relationship with her. Although she also has a good relationship with her Carer, she felt more comfortable with this.

Affinity's first Carers were approved in October 2013. We now have 46 Foster Carers 66 young people in placement and 3 parent and child placements. We have not had any pregnancies from our looked after young women.

(6)

Affinity provide Foster Carers that provide a calm, safe environment where young people are encouraged to express themselves and share any concerns or worries with available Carers who are interested in helping them develop themselves. That in itself is considered to be a therapeutic environment. We do not provide qualified therapists, but in conjunction with the Local Authority are happy to work with therapists and will ensure that children requiring this resource will be taken to each and every appointment.

(7)

Affinity work closely with CAMHS and LAC Health Practitioners. We have several young people in placement who attend CAMHS for counselling and in some cases, their Carers are involved in the counselling session to.

Affinity have independent consultation that can provide counselling covering areas such as health, emotional wellbeing and education who services we have commissioned to support Foster Carers and young people in placement. Carers are confident in working with professionals in order that young people have the best opportunity of a stable and healthy mind and body.

We have Carer that have three children placed with them that have very complex health needs including cystic fibrosis. When the children were placed the Carers were trained in physiotherapy in order to provide therapy to their lungs within the home.

The Carers and children attend very regular health appointments at the London Hospital to ensure that the children's health is being managed effectively.

The children require a multitude of medicines and medications daily and receive weekly visits from a specialist nurse.

All professionals working with these three children are astounded at their progress and weight gain and it is hoped that their medication will be able to be gradually reduced.

As part of the assessment of the prospective Carers and at the Skills to Foster Training it is made abundantly clear that the Carer need to be available and willing to take the looked after children to any hospital appointments or any health service that the child may require. All Carers recognise that this is part of their role.

Ofsted Report: "Children and young people lead healthy lives, supported by their carers. The agency also employs the services of a Drug Awareness Worker, a Health and Wellbeing Consultant and qualified Counsellor. This enables carers and agency staff to provide prompt and specialist support for children and young people who may require it. For some young people, this has enabled them to have one to one support on drugs misuse in a timely manner. One young person stated, "I have managed to stop taking drugs for several weeks now and am being supported by a drugs worker from the agency. I really feel supported by my carers and the agency to consider my drug misuse".

Lot 2 Q.4 of 5.

How will the support provided by your organisation and Foster Carers help our children and young people reduce their need so that they have the same opportunity to achieve as their peers.

Within the Carer recruitment process, Affinity select individuals that show commitment and resilience in addition to the nurturing caring approach necessary for fostering.

The Skills to Foster training emphasises the need for these individuals to be the C/YP's advocates and in so doing will need to develop skills that will enable them to appropriately challenge or question professionals if they believe that their young person is not receiving the correct resources to enable them to develop. This can be health, education or services from the LA.

Existing Carers receive ongoing training in resilience, working with C/YP experiencing mental health issues, managing and understanding challenging behaviour, the risks posed through social media and Child Sexual Exploitation to name but a few. However, these named training courses give a significant base to assist young people that are experiencing any of the above.

Affinity employ two support/participation workers and should a young person be out of school, they will take the C/YP out of the home and engage them in educational activities to provide both for their development but also to provide respite to the Carer.

(1) (2)

An individual example of this is Brian: (Name changed and content taken from his Looked After Child Review)

Brian aged 10 has been placed with his Carers for five years.

Brian always felt the need to be in control and this triggered challenging behaviour. At home the Carers have been able to implement firm boundaries and structure which minimised his outbursts.

Currently, (June 2017) Brian has not had any outbursts in the home since last year and this is believed to be due to the structure, nurture and stability he experiences.

School however has been very different. He was excluded from mainstream school for four months and this resulted in him being obsessed with his female carer constantly needing reassurance from her that he would not be moved to an alternative placement. This was exhausting and unhealthy for all concerned. Affinity provided high levels of one to one support from our Support Worker and the SSW was instrumental in calling meetings with the LA and Education to support the Carers and to secure alternative education for Brian. Eventually a resource was identified and Brian began attending on a part time basis.

However, this was not successful as he was still being excluded. The Carer with support of her SSW had researched and identified another school that appeared to be able to meet Brian's needs. The LA SW and the Carer went to visit and were impressed with their no exclusion Policy.

Brian entered this school September last year and to date is flourishing within this environment where their principles work on trust points and sanction points which

affects activities and break times which helps Brian to self-regulate. He is also undertaking Art and Music and Play therapy in school which is helping everyone understand his feeling of needing to control following disclosures of abuse in his earlier years. No additional support is now needed

A further individual example is Emma: Name changed and content taken from her Looked After Child Review)

Emma was three years old when placed with her Carers and was attending Speech and Language Therapy due to her speech and language being very delayed. This also resulted in her becoming angry and aggressive due to frustration.

The Carers have worked with her reading daily, they talk and sing to her and teach her nursery rhymes. They have admitted her to Nursery four days per week and some five months on she is no longer in need of the Speech and language services and can sing, chat and laugh speaking in coherent sentences using sophisticated words like “statue” “ingredients” and “repair”

The nursery have said that she will be on par with her peers in a few months and may overtake them in her reading, understanding and listening skills.

A further individual example is Carrie (Name changed and content taken from her PEP)

Class Teacher said that she finds it difficult to teach Carrie at Level 4 this year when she functions at Level Year 2. She said that there are some real positives to report, such as emotional changes in Carrie since she has been placed with her Carers.

The Class Teacher reported that over the last few weeks she is smiling, talking more, homework coming back, due to structures at home which is obvious in school.

The Teacher went on to say that for the first time she is talking about what she does outside of school and telling her that she is having a nice time walking the dog and playing on the beach and is allowed to try out new things.

Additionally, there are less incidents of aggression in the playground and overall Carrie’s presentation is much calmer allowing her to concentrate and learn.

Affinity Fostering have provided many placements to young people engaged with CAHMS and noticeably after a period of consistency, security and nurture within the home these appointments have either been ceased or reduced.

A young person aged 10 was attending Darent Valley Hospital for regular appointments due to his encopresis. This was preventing him from forming peer relationships at school as he was bullied and was preventing him from concentrating on school work due to his vulnerability.

Two months after being with his Carers, due to their sensitive approach, change of diet and open discussions he no longer needs to attend Darenth Valley Hospital, his school work has improved immensely and he now has friends around for sleepovers.

(3) (4)

A further individual example is Karen (Name changed and taken from her Looked After Child Review)

Karen has been with her current Carers for three years and is aged 14.

Karen is mildly autistic and tended to be withdrawn and insular when placed. It was apparent that she had no real friends and mainly spent her time in her room. She was a low achiever at school.

Affinity recognised that the Carers would benefit from additional training in order to gain an understanding of autism.

During the course of this placement it has been noted that Karen has excelled in athletics and has won many awards for running, cheered on by her Carers.

Karen also attends "Young Lives" Group for Looked After Children, Drama Therapy, Judo, Duke of Edinburgh Award Scheme. Karen has noticeably become more able to socialise and now has several friends. Her self esteem and confidence has improved greatly and she no longer withdraws to her room. Karen also has additional maths tuition weekly and this has helped her to improve her level in Maths.

(5)

Affinity have provided 44 parent and child placements over the past 12 months.

A number of these were either young teenage Mums who had very little positive parenting themselves or had maybe come from being in care, or some Mums that have learning difficulties.

The parent and child are placed with our Foster Carers with a clear plan for support and supervision level of which is identified at the Placement Planning Meeting.

In the case of the young teenage Mum or the young person coming from care themselves often there is a dual role to be filled.

The Carers will recognise if the young Mum herself needs support in developing self-esteem, confidence, hygiene skills, budgeting skills etc.

This will be worked on whilst also working with Mum to show her what her baby's basic needs are and how best to meet them.

Affinity Fostering are proud to quote that we have had approximately 40% leave our Carers to move into the community with their child, able to provide acceptable levels of care with no need for further input from Social Services.

The Carers will help the Parent negotiate the Housing Department and Benefits Agency whilst also assisting them to access groups such as Sure Start, toddler swimming clubs for parent and child and Church Play Groups.

Often the Foster Carers maintain a level of support informally and would obviously report any concerns, but thus far this has not been necessary.

Carer is have age appropriate Handbooks (5-11 yrs & 12yrs+) for each C/YP placed which containing relevant information and guidance organisations, helplines, websites nationally and then more specifically links to organisations in their local community. Affinity's Carers and Participation Workers will also assist in identifying and sourcing any specific organisations/advice bureaus if they are not already provided.

A Parent & Child Handbook is currently being further developed to provide the same information and guidance to parents being placed within a fostering household.

Carers will advocate on the C/YP's behalf to access any resources that they feel would best help any C/YP placed in their care.

(6)

One young person placed aged eight was displaying extreme challenging behaviour resulting in her attempting to hurt herself or others. She was placed within a complex needs placement and several years of therapy was put in place where the Carers committed to transport her twice a week to see a therapist.

This combined with an ongoing secure consistent base, nurture and security from the Carers resulted in her behaviours decreasing.

Within in a Review Meeting it was discussed as to whether this placement could become a permanent placement and it was felt by all that this would provide her with further security and it was what everyone felt would be best for her including the young person herself who is now aged 12.

Recently after four years, the Carers have just been to Permanency Panel where she is now deemed as a permanent standard placement requiring no additional support.

Lot 2 Q5 of 5. How will the support provided by your organisation help ensure children and young people placed in your care will go on to lead secure, stable and successful adult lives?

All children and young people have secure stable and succesful adult lives

The London Borough of Sutton firmly believes that preparing for independent living does not begin at the age of 16. Instead, this process is continuous and must form part of everyday living.

(1)

Regardless of the age of the young person in the placement, their need to develop skills so that they can become as independent as possible will be borne in mind and they will be encouraged to take responsibilities when they are able to do so.

Foster Carers will give the young person opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

Young people will, from time to time, be involved in supermarket shopping with the Foster Carers and should be helped to compare value for money of different items. They should be helped to understand the relative expense of convenience foods and of fresh foods.

Foster Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

These expectations will gradually be increased as the young person reaches the age of 15/16. By the time they reach this age, unless inappropriate because of their level of understanding, they should be encouraged to open a bank or building society account in their own name, and should be helped to do this themselves.

Foster Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this."

Participation events have and will continue to include activities that will help young people learn new skills. The Participation Workers will work with young people in helping them to prepare for going to interviews including preparation of CV's, practice

and advice on interview techniques, body language and Affinity have resources available including the video clips provided by Barclays Bank.

Affinity also have information booklets and will provide guidance and assistance on setting up bank accounts.

(2)

It is hoped that at the referral stage the information available will give an indication as to the level of need of the particular young person being referred.

Additionally, at the Placement Planning Meeting it would be established as to how the young person functions and as to what level their understanding is.

This will allow the Carers to determine the appropriate approach to developing independent skills for the particular young person.

The ethos throughout Affinity is to promote Carers to be risk sensitive as opposed to risk adverse. Therefore young people are able to explore and experiment often by learning from their own outcomes.

This we recognise develops confidence and resilience allowing young people to improve self-esteem which can happen at different stages for different young people.

Throughout the young person's Reviews and the Foster Carers Supervisions the route to independence will be considered and the progress monitored and recorded.

If it is felt that the individual is not responding to the training available to them from the Foster Carer and is resistant to learning from them, alternative methods will be attempted i.e Support Worker taking over the task therefore reducing the potential conflictual situation with the Carer.

(3)

Affinity's training programme includes specific training on preparing for Adulthood/Moving on to Independence which will be of particular relevance to a number of Foster Carers whose young people are rising to the age where this will become necessary. Foster Carers are aware of the need to prepare young people for independence and this is considered in the Foster Carer's Annual Review.

A copy of the 'Who Cares Now? – A Guide to Leaving Care' is provided to young people and is considered by them with Affinity Participation/Support Workers.

Affinity are aware that all young people should have a Pathway Plan developed with their Social Worker and this should be in place at around age 16. If Affinity become aware that this is not being progressed we will prompt the Local Authority to complete this work with the young person. Affinity Supervising Social Workers and

Foster Carers are happy to be a part of this process as often they know the young person best.

If appropriate Carers will discuss and encourage young people to remain in education to achieve their full potential. If however it is apparent that the young person does not “fit” within a regular academic environment alternative options will be explored.

An example of this is a young person aged 15 who regularly absconded from Mainstream School and did not engage with the curriculum on offer. The Carers were concerned for his future and they began discussing planning for this with him.

It transpired that his interest in animals could be a way forward and they identified a resource that provided day attendance to an alternative provision which allowed him to develop practical skills in caring for animals whilst learning within a classroom setting two days per week about the animals he is caring for.

He is now undertaking an apprenticeship and has just received two awards presented to him at the Alternative Provision Annual Award Ceremony for best student of 2017 and the Jack Petchey Foundation “Outstanding Achiever” June 2017.

From the Carer’s perspective the concept of 'Staying Put' is covered on Day 3 off the Skills To Foster programme. It is recognised that with Government Initiatives additional funds are provided into this scheme to allow for young people to remain with their Carers beyond age 18.

This is discussed on an individual basis with each Carer in relation to any young person who has expressed that their wish would be to remain with their Carer post 18 years. Affinity supports this and currently two young people remain in the care of their Foster Carer under the Staying Put programme.

(4)

One young person placed with her Carers three years ago aged 12 is on the autistic spectrum albeit low level. When she was placed she had very little interest in anything, but as the family are an outdoor sporty type she quickly became interested in outdoor activities and now is a keen athletic and judo player aiming to achieve her Black Belt.

Additionally, she is an exceptional cross country runner and has been selected to represent her County in Cross Country Running something she says that she would never have considered had she not been given these opportunities with her Carer.

Another young person placed with her Carer some six years ago aged 12 who had not attended school for long periods and had no ambition or direction in life.

It was made clear to her that there was an expectation that she attended school and that she needed to plan for her future. There was initial rebellion and resistance, but gradually she began actually enjoying school and made new friends in the new area that she was living in.

This young person is now aged 18 and is with her Carer on a Staying Put arrangement. She is now in College and as part of her course she is undertaking an Apprenticeship with Affinity in Business and Administration. She also passed her driving test last week.

This young person has written a heart warming letter to her Carer thanking her for giving her these opportunities and for believing in her.

(5)

One young person aged 9 placed in an emergency four months ago with Carers living some 23 miles from her school has been transported each day by either the Foster Carer or by Affinity Support Worker taking some hour and a half each trip.

In the second month of her placement it was agreed that she would not be returning home and that she was to remain with the Carers.

Plans were commenced for her to change schools to a local school that they had identified that would meet her needs as she is statemented and has special needs.

Numerous telephone conversations and meeting took place with the Social Worker, Virtual Head and the school, but the school were unwilling to offer a place as they claimed that they did not have a Teaching Assistant available to provide the support necessary for her.

In the past month the virtual Head left her post and the whole dilemma has had to be described again to the new Virtual Head. The Carers and their Supervising Social Worker have needed to drive this as the young person's Social Worker is rarely available due to a massively high workload taking her to Scotland and Wales frequently.

Eventually, a further meeting was held this week following the Carers discussions with the local MP. The school have now accepted the young person and an extra TA will be available and she is to begin staged introductions over the next few weeks with a view to her commencing full time in September.

Lot 3 - Q1 of 5

How will your organisation help to keep our children and young people safe?

All children are safe

In all placements our children and young people will need to be kept safe but are also taught about how to keep themselves safe.

(1)

At the commencement of placement Affinity will discuss with the Local Authority at the Placement Planning Meeting held within the first 7 days the particular needs of the C/C/YP and how the Carer can help them achieve to their best ability, recognising that not all C/YP function at their chronological age therefore possibly requiring strategies to be individualised for each young person. Any additional needs will be continually reviewed throughout the placement through Carer supervision, C/YP Reviews, work with Affinity's Participation Workers, C/YP's School and any other professional involved in the C/YP's Care Plan.

Also taken into account to reflect the development of a C/YP's abilities including emotionally and in maturity, Affinity's Social Workers will ask the LA to review the Delegated Authority at each C/YP's Review.

Affinity's Carers will always encourage development of young people according to their age and abilities and a particular example is the provision of a sensory room for a young person who had a profound disability. Foster Carers are provided with specific tailor made training if it is considered to better enable them to work with the C/YP in placement including Play Learning for children which meets OFSTED requirements.

(2)

All Carers learn from the Skills to Foster Training the importance of providing a secure base for young people from which they can build.

Secure Base is a theme throughout Affinity where the Foster Carers Supervision confirms Carers availability emotionally and practically, co-operation, acceptance and sensitivity. It is believed through many theorists including Dr Gillian Schofield that a secure base provides stability and security for young people enabling them to develop, grow and reach their full potential.

New Carers are made aware that it is possible that young people may have come from a dysfunctional chaotic background with uncertainties as to where their next meal may come from, or what their care givers response if any may be. Therefore the importance of providing a stable and consistent environment is crucial to allow the young person to reduce anxiety and grow trust and confidence in their Carers.

All young people have a Safe Care Plan specifically written for their individual needs and vulnerabilities.

(3 & 4)

Affinity complete a Placement Plan Agreement which includes the Guidance and recommendations on Delegated Authority. All C/C/YP (where age appropriate), Foster Carers and Supervising Social Workers contribute to the C/C/YP's Placement Plan as this is an area where expectations are recorded and information such as routines, bedtimes, contact, education, health, social activities and the time the young person needs to be home. Also recorded is the amount of pocket money and

savings to be provided. This provides an opportunity for the young person to share their views and feelings right at the beginning of their placement.

Affinity's two dedicated Children's Participation/Support Workers work continuously with the YP placed with Affinity's Carers to **ensure they have a voice**. They invite feedback on: -

- how information is gathered from themselves during their placement,
- on their views of their placement with our Carers
- how Affinity as an Agency can improve the services provided to YP of all ages.

The Review forms have been reviewed by VOICES and are now in a format that is more inviting to C/YP to complete. These will be implemented if LAs do not send C/YP their format.

Affinity invest in innovative projects with their C/C/YP. There are 2 fully employed support workers that do direct work with the Children and Young People (C/C/YP). They are also trained 'participation' workers.

VOICES is the chosen name of our C/C/YP group that advise Affinity on its literature and activities.

C/C/YP support sessions give the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES) to be C/C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will have one to one meetings with them.

OFSTED Inspection Report: **"A particular strength of the agency is its engagement with children and young people on all aspects of the care provided to them.**

(4)

All YP placed receive a welcome letter introducing them to their Carers, Affinity's Team and Participation Workers and various independent organisations that will support them if they are unhappy or should they wish to complain. This sets the scene for future requests.

Carers and SSWs will encourage the young person to participate and if able to chair their meetings. Evidenced on file is that a child who adamantly refused to attend his review was encouraged to have his say, and dictate to the carer a message of his likes, dislikes and requests, which he subsequently signed and sent to the Social Worker.

Each C/YP will be approached in a manner that is likely to get the most positive response to enable them to participate on all levels, and at all meetings.

(5)

Safer Care Plans / Return to Placement Interviews

Affinity have a clear Policy for unauthorised absences and missing persons. The Out of Hours Supervising Social Worker is fully aware of any potential young people who may be missing from care and are aware of the Out of Hours Policy and Procedure as are the Carers. Affinity work closely with relevant Missing Persons Police Teams and will attend necessary Meetings and Protocols. All Carers are issued with a Missing in Care Pro-forma for each young person in their care which has a photo of the young person and clearly details all relevant personal information pertaining to that young person and also identifies any risk factors such as CSE, possibly drug/alcohol, bullying or previous absconsions from placement.

The Foster Carer's Handbook provides procedures to be followed "in the event of a young person missing from care and also details relevant bodies that need to be informed of the situation. When a young person returns to a Foster Carer following a period of being 'missing from home' the Foster Carer will encourage the young person to share with them the reasons as to why, what could be done to avoid the situation happening again and to generally make sure that the young person's health and wellbeing are responded to. This is shared with the young person's Social Worker."

(6)

Affinity provides all Carers with regular, relevant and up-to-date on line training in respect of safer internet use, and in more detail at the Foster Carer Conferences held each year as it is recognised as a high risk to all C/YP. This includes social media, security, on line grooming and practical steps that can be taken to prevent unsafe use by young people. Carers have also been provided with training on cyber bullying devised by Facebook. Affinity will continue to provide further guidance in line with National Internet Safety Days and any recommendations made by CEOP.

Cyber bullying has also been identified as a specific area of risk. Affinity has provided E-learning training on this topic to arm them with information, guidance and advisory organisations.

Affinity has been working in partnership with the organisation Guardian Saints who specifically look at delivering awareness and training on the use of the internet and social media including how perpetrators use the 'Dark web' to feed their criminal behaviours. A volunteer group of Carers and Staff have undertaken training to enable them to provide a workshop to other Carers on how to take practical steps to protect C/YP when using the internet on all devices.

(7)

Within Foster Carers' Induction Training Portfolios Affinity's CSE Policy is specifically covered in conjunction with CSE Guidance and Advice produce by JustWhistle. This is completed with the allocated SSW within the first month of their approval.

- Affinity provide regular training both face to face and on line in respect of preparing and enabling Carers to protect C/YP from the specific dangers of using the Internet and Social Media. This includes grooming and radicalisation. Affinity ensure that the ongoing delivery of CSE specific training is aimed at both basic and enhanced levels and ranges from "Definitions of Child Sexual Exploitation (CSE) What it is, how to explain it." "Who is at risk?" "Who are the perpetrators?" "Recognising Additional vulnerabilities that increase risk of CSE" "Consent – the law"

In addition to the CSE Training Radicalisation Affinity works closely with members of CEOP to ensure that Affinity provide the most up to date information in relation to radicalisation.

(8)

During the Skills to Foster Training prospective Carers are made aware of the greater vulnerability posed to young people that may have a disability.

Children with a disability that are placed with our Carers albeit it a minor learning disability are closely monitored and empowered to understand where possible, what is acceptable behaviour towards them and what behaviours they may need to draw to an adults attention.

Live example: a young person with a learning disability placed with our Carer was being bullied in school due to him being morbidly overweight and soiling.

The Carer immediately influenced his diet which reduced his weight and also assisted his bowel control. She also introduced a puppy Chihuahua into the family and the young person was permitted to carry the dog into the school playground each morning which resulted in many young people crowding around him positively and created many new friends.

(9)

Affinity will communicate all concerns about Looked After C/YP with their Social Worker and will request an action plan be considered by all parties to reduce the identified concerns. In the event of other children being party to the concerns Affinity would communicate with either their care givers or Social Workers.

Lot 3 – Q2 of 5

With the London Borough of Sutton, how will your organisation and Carers help ensure our children and young people achieve their full potential?

All children and young people achieve their full potential

As Corporate Parent, we have high aspirations for our children and young people. By placing the children and young people with your organisation and Carers, we will need to work with you to help achieve this aim.

(5)

All Foster Carers receive training in child development, attachment and Secure Base. This learning is theoretically underpinned by research from both Dr Gillian Schofield and Vera Falberg.

At the Skills to Foster Training we reproduce the child development wall showing a visual aid as to how when babies and children's basic needs are not always met fully or are inconsistent this will often result in delayed child development and Carers may experience the looked after child regressing before they are able to progress.

Enhanced training for Carers also considers various attachment theories neuroscience of the brain's development and consequences of severe neglect. This training is informed by Dr Helen Upright.

(6)

Support sessions providing by Affinity's Participation Workers give C/YP the opportunity to really talk about their day to day life and what is worrying them or making them happy. Our literature is designed (by VOICES which is the C/YP Council formed by C/YP currently placed with Affinity Carers) to be C/YP friendly.

Affinity's Supervising Social Workers all know their placements very well and will arrange to have one to one meetings with them in an appropriate setting to enable the C/YP to feel in comfortable in talking and sharing their feelings and wishes.

All C/YP feedback forms / information Handbooks / Welcome letters are presented in a child friendly, age appropriate format as well as in the relevant language depending on C/YP's needs. If a C/YP struggles with the written word these documents can also be provided in picture format to allow them still to have their say and share their feelings.

Alternative methods can be considered if the normal methods are not within the C/YP's capabilities or understanding

(3)

99% of C/YP in placement of school age have education provision. Carers support young people by attending open evenings, achievement awards and have good relationships with schools and colleges. Carers will fund if necessary extra curriculum activities and necessary sports items in order to support the young people's healthy development. Carers ensure that they are provided with copies of the C/YP's school / attainment/ passport reports which are also held on the C/YP's files and Affinity have sourced a bespoke education consultant.

Ofsted Report: *"All children and young people placed with this agency have educational provision in place. Carers and agency staff have worked hard to ensure that a high value is placed on education. For some children and young people this is the first time that they have engaged in formal education. Some young people will be undertaking apprenticeships and others have aspirations to go to university. Carers support children and young people placed with them to access and enjoy a wide range of social activities. This promotes and develops their social skills and confidence. Educational providers consistently comment in reports of how well children and young people have done both academically and socially. Records reflect the significant progress by all children and young people placed with this agency, in relation to their educational attainment, sense of identity and social skills."*

One young person stated "I have had loads of foster placements before this one. This is the best by far, they are like my second parents I would never have done so well in school and outside of it without the support of my Carers and the agency staff. There is absolutely nothing better they could do for me".

(4)

One young person has continued to live with her Foster Carer within a Staying Put arrangement following being cared for by her for six years. This young person when placed had not attended school for several years and had no routines, structure or boundaries. After an initial rebellious period she became settled and attended school daily and with the encouragement of her Foster Carer she went on to take GCSE's and attend College. This young person was recently interviewed by Affinity to undertake an Apprenticeship in conjunction with her College. She was able to tell us that without her Carers commitment and belief in her she would never have achieved what she has. She has also just passed her driving test which is something else she said she never thought she could do but with her Carers support she has passed first time.

Another young person who has been with his Carers for some ten years is now destined for University having achieved the Grades required. This young person came from a very deprived part of London and was placed with Carers in leafy Surrey as a real contrast and where he grasped opportunity.

(5)

Carers are required to provide all C/YP a quiet area with the provision of appropriately monitored access to the internet to allow them to for them to be able to concentrate on their school / college work. Carers are there to support C/YP in their learning needs, irrespective of age or ability.

(6)

When C/YP are initially placed with their Carers we ensure that within the PPM that delegated authority is confirmed in order that the Carer can agree or not for children to have sleep overs with their friends in an attempt to normalise their situation. All young people are encouraged to bring their friends into the Carer's home and Carers will meet with friends' parent/s as they would their own children to ensure that the C/YP is going to be safe in their company and their home.

Many of our young people attend air cadets and after school activities where they have widened their friendship circle and a new C/YP in placement now joins an existing C/YP in placement in attending Saturday drama club and Sunday Church Youth Group. Affinity also run regular children's activities/holidays where all young people are encouraged to attend to encourage them to maintain friendships with other C/YP in Affinity's care.

(7)

Regardless of the age of the C/YP in the placement, their need to develop skills so that they can become as independent as possible should be borne in mind and they should be encouraged to take responsibilities when they are able to do so.

Carers are expected to give the C/YP opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

C/YP people will, from time to time, be involved in supermarket shopping with the Carers and should be helped to compare value for money of different items. They will be helped to understand the relative expense of convenience foods and of fresh foods.

Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this."

Affinity are able to evidence positive outcomes for young people leaving the care system.

(8)

As with any child placed within Affinity all needs are considered and if there are additional needs and resources necessary this would be discussed at point of matching to our Carers. If the young person is in need of therapeutic support, Affinity and our Foster Carers would advocate for this and the Carers would commit to ensuring their attendance to all appointments. If it was identified that a respite arrangement was beneficial we would consider this either by way of our Support Worker or by alternative regular Carers.

(9) (12)

Every Carer is provided with age appropriate Handbooks (5-11 yrs & 12yrs+) for each C/YP placed with Affinity which contain relevant information and guidance covering many topics with the overriding context of the 'Five Outcomes'. Information is provided on relevant organisations, helplines, websites nationally and then more

specifically links to organisations in their local community. Affinity's Carers and Participation Workers will also assist in identifying and sourcing any specific organisations/advice bureaux if they are not already provided.

A Parent & Child Handbook is currently being further developed to provide the same information and guidance to parents being placed within a fostering household.

Carers will act as advocates for accessing any services where needed.

(10)

Affinity are unable to provide "in-house therapeutic support" but if and when necessary would work closely with the Local Authority to identify appropriate and acceptable resources.

(11)

Within Affinity's Foster Carers we have Police Officers and Prison Officers who are able to support young people who are in the Criminal Justice System.

We also have Foster Carers that have themselves received custodial sentences and they will share their experiences as a deterrent to YP at risk of further offending.

Lot 3 - Q3 of 5.

How will your organisation and Foster Carers help ensure our children and young people lead healthy lives?

All children and young people are healthy

Being healthy and making healthy life choices is a key outcome for our children and young people.

(1)

When a new C/YP comes into the care of Affinity the Carers are providing with an initial placement pack which contains forms for confirmation that they have been registered with the Carer's local GP/Dentist and Optician. It is an expectation that the C/YP's registration is completed within the first 7/10 days of placement (dependent upon surgery appointments available).

These details are retained on the C/YP's electronic records.

(2 & 7)

All Carers will ensure that C/YP will attend regular Dentist / Optician appointments including any follow up appointments as required. Carers will also ensure that C/YP under the age of 16 years attend an annual Looked After Children's medical.

However, if a C/YP is over the age of 16 years they have the right to refuse to attend these appointments but will be encouraged to do so by the Carer at all times.

Carers will, in consultation with medical professionals, LA Social Workers arrange for other appropriate medical support to be arranged for example CAMHS, sexual health clinics, dietary specialists.

Carers will ensure that all appointments and outcomes are recorded on the C/YP's Health Card and Affinity's Supervising Social Workers will record all health appointments, treatments and outcomes on the C/YP's Chronological Record of Events, which is updated at every Carer's supervision meeting and which then also forms part of the C/YP's Looked After Review Report that is provided to the Local Authority prior to the meeting taking place.

Affinity's Administration Team hold an overview of Dentist/Optician and Looked After Medical Appointments with prompts set up for the next appointment date to ensure that the Supervising Social Worker is aware that the appointment is due.

(3)

Carers are taking on a parenting role of a child and the challenges of this role should not be underestimated. In many cases the child or young person may have been abused or neglected and this may have left the child with physical and mental health problems and developmental delays. All C/YP in Care suffer a degree of emotional abuse purely by the fact they are separated from their family and all that is familiar to them.

It is widely agreed that the best place for most Looked After C/YP to grow up is in a safe and stable home environment with Carers who provide high-quality care and are responsive to the child or young person's holistic health needs.

Affinity recognise that Looked after C/YP can enter care with a worse level of health than their peers in part due to the impact of poverty, abuse and neglect. Working together with our Carers, Affinity will monitor and review a holistic health model taking into account the wider determinants of health and wellbeing.

Within the C/YP's Handbooks relevant information is provided in age appropriate ways including colouring in drawings, games and worksheets covering numerous aspects of health eating and how to make appropriate choices:

- The Eat well Plate
- The Eat well Fun sheet
- Food – a fact of life
- How does food help my body
- Why do we need food?

- My lunch box
- When I am Hungry

Carers will also encourage and support C/YP to learn about healthy eating from sourcing the right ingredients, preparation, cooking and storage of meals.

All of the above take into consideration any C/YP's specific religious or health dietary requirements.

Carers are provided with information and training in relation to Children's Health and Wellbeing which includes healthy eating and Food Health & Hygiene.

(4)

Throughout the Affinity C/YP's Handbooks reference is made to having a healthy lifestyle and encourages C/YP to take up hobbies and interests that involve physical and mental stimulation. There are also challenges within the Handbooks which when completed reward C/YP with a financial payment.

Affinity's Participation/Support Leaders take into consideration, when planning C/YP's activities, the different physical needs of each C/YP so that no child discriminated due to their abilities and so that everyone is encouraged to join in.

Carers will encourage C/YP to join after school clubs and activities as well as independent clubs. Examples: one young lady who showed an interest in cross country running at school was encouraged and supported by her Carers culminating in her representing her county and receiving numerous medals and having the ambition to run for 'her country'. Another young person from a travelling background was encouraged by their Carer to use Kickboxing to expel his never ending frustrations and energy and he was selected to attend the National Five Nations Kick Boxing Championships securing a 2nd place trophy. He was ranked 2nd for his age group in the UK

(5)

Within the older C/YP's Handbook information is provided on having an understanding and awareness of how to keep 'sexually safe' and provides various helpful leaflets, and details of where to seek additional advice.

Training is provided to all Carers "Promoting the health and wellbeing of the children in the care of Affinity Fostering, included within this is "Sexual Health and Relationships" to help them work with C/YP who may be putting themselves at risk.

The training is delivered by an ex Looked After Nurse who provided a workbook recommending various books and websites for information, advice and guidance.

Within the Carer's Supervision health is always covered including sexual health where advice may be given by the Supervising Social Worker.

One young person requested that our Support and Participation Leader accompanied her to the Sexual Health Clinic to have her regular contraceptive injection, as she has such a good relationship with her. Although she also has a good relationship with her Carer, she felt more comfortable with this.

Affinity's first Carers were approved in October 2013. We now have 46 Foster Carers 66 young people in placement and 3 parent and child placements. We have not had any pregnancies from our looked after young women.

(6)

Affinity provide Foster Carers that provide a calm, safe environment where young people are encouraged to express themselves and share any concerns or worries with available Carers who are interested in helping them develop themselves. That in itself is considered to be a therapeutic environment. We do not provide qualified therapists, but in conjunction with the Local Authority are happy to work with therapists and will ensure that children requiring this resource will be taken to each and every appointment.

(7)

Affinity work closely with CAMHS and LAC Health Practitioners. We have several young people in placement who attend CAMHS for counselling and in some cases, their Carers are involved in the counselling session to.

Affinity have independent consultation that can provide counselling covering areas such as health, emotional wellbeing and education who services we have commissioned to support Foster Carers and young people in placement. Carers are confident in working with professionals in order that young people have the best opportunity of a stable and healthy mind and body.

We have Carer that have three children placed with them that have very complex health needs including cystic fibrosis. When the children were placed the Carers were trained in physiotherapy in order to provide therapy to their lungs within the home.

The Carers and children attend very regular health appointments at the London Hospital to ensure that the children's health is being managed effectively.

The children require a multitude of medicines and medications daily and receive weekly visits from a specialist nurse.

All professionals working with these three children are astounded at their progress and weight gain and it is hoped that their medication will be able to be gradually reduced.

As part of the assessment of the prospective Carers and at the Skills to Foster Training it is made abundantly clear that the Carer need to be available and willing to take the looked after children to any hospital appointments or any health service that the child may require. All Carers recognise that this is part of their role.

(8)

Carers recently had a fifteen year old in placement who had a concerning history of self harm. This resulted in episodes of care in the Priory where the Carers met and engaged with therapists to gain an understanding of “safe self harm”. Strategies and plans were made for the young persons return to her Foster Carers with them having a better understanding of underlying issues. They were able to continue to safely care for her for a number of months before she moved on to a specialist mental health unit for a longer period of time in order to address her deep rooted issues. The Carers maintained contact during this time and still do.

Carers providing placements for C/YP who self harm are provided with specific training which looks at stereotypes, myths and the realities surrounding self-harm, C/YP’s experiences, assessing and managing risk and building resilience. Key areas covered includes what is self-harm, who does it affect, causes and how to support C/YP who want to self-harm.

We have several young people that are receiving support from CAMHS and one parent (of a parent and child placement) was identified as having an acute personality disorder. The Carer was then linked to the community mental health team to enable her to have a greater understanding of the likely manifestation.

Lot 3 Q.4 of 5.

How will the support provided by your organisation and Foster Carers help our children and young people reduce their need so that they have the same opportunity to achieve as their peers.

Within the Foster Carer recruitment process, Affinity Fostering select individuals that show commitment and resilience in addition to the nurturing caring approach necessary for fostering.

The Skills to Foster training emphasises the need for these individuals to be the young person’s advocates and in so doing will need to develop skills that will enable them to appropriately challenge or question professionals if they believe that their young person is not receiving the correct resources to enable them to develop. This can be health, education or services from the Local Authority.

Existing Foster Carers receive ongoing training in resilience, working with young people experiencing mental health issues, managing and understanding challenging behaviour, the risks posed through social media and Child Sexual Exploitation to name but a few. However, these named training courses give a significant base to assist young people that are experiencing any of the above.

Affinity Fostering employ two support/participation workers and should a young person be out of school, they will take the young person out of the home and engage them in educational activities to provide both for their development but also to provide respite to the Foster Carer.

(2)

An individual example of this is Brian: (Name changed and content taken from his Looked After Child Review)

Brian aged 10 has been placed with his Carers for five years.

Brian always felt the need to be in control and this triggered challenging behaviour. At home the Carers have been able to implement firm boundaries and structure which minimised his outbursts.

Currently, (June 2017) Brian has not had any outbursts in the home since last year and this is believed to be due to the structure, nurture and stability he experiences.

School however has been very different. He was excluded from mainstream school for four months and this resulted in him being obsessed with his female carer constantly needing reassurance from her that he would not be moved to an alternative placement. This was exhausting and unhealthy for all concerned. Affinity provided high levels of one to one support from our Support Worker and the Supervising Social Worker was instrumental in calling meetings with the LA and Education to support the Carers and to secure alternative education for Brian. Eventually a resource was identified and Brian began attending on a part time basis.

However, this was not successful as he was still being excluded. The Carer with support of her Supervising Social Worker had researched and identified another school that appeared to be able to meet Brian's needs. The LA SW and the Carer went to visit and were impressed with their no exclusion Policy.

Brian entered this school September last year and to date is flourishing within this environment where their principles work on trust points and sanction points which affects activities and break times which helps Brian to self-regulate. He is also undertaking Art and Music and Play therapy in school which is helping everyone understand his feeling of needing to control following disclosures of abuse in his earlier years. No additional support is now needed

A further individual example is Carrie (Name changed and content taken from her PEP)

Class Teacher said that she finds it difficult to teach Carrie at Level 4 this year when she functions at Level Year 2 due to her special needs.. She said that there are some real positives to report, such as emotional changes in Carrie since she has been placed with her new Carers.

The Class Teacher reported that over the last few weeks she is smiling, talking more, homework coming back, due to structures at home which is obvious in school.

The Teacher went on to say that for the first time she is talking about what she does outside of school and telling her that she is having a nice time walking the dog and playing on the beach and is allowed to try out new things.

Additionally, there are less incidents of aggression in the playground and overall Carrie's presentation is much calmer allowing her to concentrate and learn.

(3)

Support

Affinity provide all Foster Carers with a named Supervising Social Worker who visits monthly and is available on the telephone during office hours.

The administration team and an on duty Social Worker is also available during office hours and an out of hours Social Worker is available for evenings, weekends and bank holidays, supported by Management back-up.

Affinity Fostering have two Support Workers who will work closely with young people.

Peer to Peer Support is provided at local venues followed by lunch for all.

(4)

Affinity provide bespoke training to Foster Carers to meet the needs of any child placed. If our regular training does not cover the needs of a particular young person we will source training to provide this.

We have linked with the Priory Clinic for Carers to gain a further understanding of a young person that was regularly self harming, which allowed them to manage "safe self harming".

We have Carers that themselves have been through the Custodial system and therefore work with young offenders to deter their offending behaviours.

We also have Police Officers who are Foster Carers and also have techniques and skills when working with YP on remand or persistent offenders.

In the month of June we provided training to all Carers on Verbal de-escalation, presented by a Trainer from the Prison Service.

We have provided all Carers with training from CEOP on CSE and FGM.

(5)

One young person with mild autism clearly needed stimulation to allow her to release her frustrations. It was noted when placed her way of managing her difference was to withdraw to her bedroom and refuse to socialise.

The Carers gradually encouraged her to join in activities locally and she joined an athletics club as she clearly had much energy to burn off. She is now top in her group and is a cross country runner for the County.

They also sourced with the Local Authority input Drama Therapy which has allowed her to express herself through drama. She no longer withdraws to her room and is becoming an integrated pupil in school.

When our parent and child placements leave the Carer to move into the community, the Carers will help the Parent negotiate the Housing Department and Benefits Agency whilst also assisting them to access groups such as Sure Start, toddler swimming clubs for parent and child and Church Play Groups.

(6)

Every Carer is provided with age appropriate Handbooks (5-11 yrs & 12yrs+) for each C/YP placed with Affinity which contain relevant information and guidance covering many topics with the overriding context of the 'Five Outcomes'. Information is provided on relevant organisations, helplines, websites nationally and then more specifically links to organisations in their local community. Affinity's Carers and Participation Workers will also assist in identifying and sourcing any specific organisations/advice bureaux if they are not already provided.

Carers will advocate on the C/YP's behalf to access any resources that they feel would best help any C/YP placed in their care.

(7)

Affinity are able to offer respite within the service. Many Carers live near to one and other and are aware of the needs of the young people placed. This very week a Carer in Canvey Island is providing respite for a Carer who lives in Basildon and attends the same support group.

Affinity have two support workers who are available to provide support to our young people when necessary.

Affinity provide a respite holiday for young people during the school summer holiday. August 2017 24 YP are staying at a Hotel with the staff team to enable them to spend 3 days at Chessington Theme Park.

(8)

Affinity have worked with Residential Settings when a YP is assessed as now able to live within a family. The Carers were introduced to the YP in the Residential setting and a gradual introduction took place with the Residential Staff providing information to allow the Carers to understand triggers to challenging behaviours and how to best manage and respond.

After a two week introductory period the YP moved into the Carers home and now one year on is very settled and manages to regulate her behaviour herself.

(9)

One young person placed aged eight was displaying extreme challenging behaviour resulting in her attempting to hurt herself or others. She was placed within a complex needs placement and several years of therapy was put in place where the Carers committed to transport her twice a week to see a therapist.

This combined with an ongoing secure consistent base, nurture and security from the Carers resulted in her behaviours decreasing and resulted in a standard needs placement.

(10)

Carers are provided with training that allows them to understand child development and associated behaviours where neglect and abuse may have occurred in children's early lives.

They also understand that behaviours exhibited are not personal to them but often as a result of the young person being unable to manage their emotions.

Carers provide a consistent, secure base which enables the child to recognise that their environment is safe and their Carer will be there to support them through difficult times.

YP are also able to develop positive relationships with our Support Workers who are also able to take them out of the home if appropriate at stressful times which provides space and distraction.

Lot 3 Q5 of 5. How will the support provided by your organisation help ensure children and young people placed in your care will go on to lead secure, stable and successful adult lives?

All children and young people have secure stable and succesful adult lives

The London Borough of Sutton firmly believes that preparing for independent living does not begin at the age of 16. Instead, this process is continuous and must form part of everyday living.

(1)

Regardless of the age of the young person in the placement, their need to develop skills so that they can become as independent as possible will be borne in mind and they will be encouraged to take responsibilities when they are able to do so.

Foster Carers will give the young person opportunities at appropriate times to practice independence tasks such as cooking, washing and ironing, within the foster home.

Young people will, from time to time, be involved in supermarket shopping with the Foster Carers and should be helped to compare value for money of different items. They should be helped to understand the relative expense of convenience foods and of fresh foods.

Foster Carers will help children learn to prepare food and drinks, from making tea and coffee, to preparing cold and hot snacks, and on to preparing simple meals. Sometimes, a camping, caravanning or self-catering holiday can provide a fun opportunity to develop these skills.

As the child matures, they will gradually be given responsibility for paying for certain of their own needs from their pocket money. Examples could include comics or magazines, leisure activities, toiletries and mobile phone vouchers.

These expectations will gradually be increased as the young person reaches the age of 15/16. By the time they reach this age, unless inappropriate because of their level of understanding, they should be encouraged to open a bank or building society account in their own name, and should be helped to do this themselves.

Foster Carers will use the ordinary course of events within their household to make children aware of the process of paying bills, and of the ease with which debts can build up when offers of loans are constantly dropping through the letter box. Young people should be helped to understand the dangers of this."

Participation events have and will continue to include activities that will help young people learn new skills. The Participation Workers will work with young people in helping them to prepare for going to interviews including preparation of CV's, practice

and advice on interview techniques, body language and Affinity have resources available including the video clips provided by Barclays Bank.

Affinity also have information booklets and will provide guidance and assistance on setting up bank accounts.

(2)

It is hoped that at the referral stage the information available will give an indication as to the level of need of the particular young person being referred.

Additionally, at the Placement Planning Meeting it would be established as to how the young person functions and as to what level their understanding is.

This will allow the Carers to determine the appropriate approach to developing independent skills for the particular young person.

The ethos throughout Affinity is to promote Carers to be risk sensitive as opposed to risk adverse. Therefore young people are able to explore and experiment often by learning from their own outcomes.

This we recognise develops confidence and resilience allowing young people to improve self-esteem which can happen at different stages for different young people.

Throughout the young person's Reviews and the Foster Carers Supervisions the route to independence will be considered and the progress monitored and recorded.

If it is felt that the individual is not responding to the training available to them from the Foster Carer and is resistant to learning from them, alternative methods will be attempted i.e Support Worker taking over the task therefore reducing the potential conflictual situation with the Carer.

(3)

Affinity's training programme includes specific training on preparing for Adulthood/Moving on to Independence which will be of particular relevance to a number of Foster Carers whose young people are rising to the age where this will become necessary. Foster Carers are aware of the need to prepare young people for independence and this is considered in the Foster Carer's Annual Review.

A copy of the 'Who Cares Now? – A Guide to Leaving Care' is provided to young people and is considered by them with Affinity Participation/Support Workers.

Affinity are aware that all young people should have a Pathway Plan developed with their Social Worker and this should be in place at around age 16. If Affinity become aware that this is not being progressed we will prompt the Local Authority to complete this work with the young person. Affinity Supervising Social Workers and

Foster Carers are happy to be a part of this process as often they know the young person best.

If appropriate Carers will discuss and encourage young people to remain in education to achieve their full potential. If however it is apparent that the young person does not “fit” within a regular academic environment alternative options will be explored.

An example of this is a young person aged 15 who regularly absconded from Mainstream School and did not engage with the curriculum on offer. The Carers were concerned for his future and they began discussing planning for this with him.

It transpired that his interest in animals could be a way forward and they identified a resource that provided day attendance to an alternative provision which allowed him to develop practical skills in caring for animals whilst learning within a classroom setting two days per week about the animals he is caring for.

He is now undertaking an apprenticeship and has just received two awards presented to him at the Alternative Provision Annual Award Ceremony for best student of 2017 and the Jack Petchey Foundation “Outstanding Achiever” June 2017.

From the Carer’s perspective the concept of 'Staying Put' is covered on Day 3 off the Skills To Foster programme. It is recognised that with Government Initiatives additional funds are provided into this scheme to allow for young people to remain with their Carers beyond age 18.

This is discussed on an individual basis with each Carer in relation to any young person who has expressed that their wish would be to remain with their Carer post 18 years. Affinity supports this and currently two young people remain in the care of their Foster Carer under the Staying Put programme.

(4)

One young person placed with her Carers three years ago aged 12 is on the autistic spectrum albeit low level. When she was placed she had very little interest in anything, but as the family are an outdoor sporty type she quickly became interested in outdoor activities and now is a keen athletic and judo player aiming to achieve her Black Belt.

Additionally, she is an exceptional cross country runner and has been selected to represent her County in Cross Country Running something she says that she would never have considered had she not been given these opportunities with her Carer.

Another young person placed with her Carer some six years ago aged 12 who had not attended school for long periods and had no ambition or direction in life.

It was made clear to her that there was an expectation that she attended school and that she needed to plan for her future. There was initial rebellion and resistance, but gradually she began actually enjoying school and made new friends in the new area that she was living in.

This young person is now aged 18 and is with her Carer on a Staying Put arrangement. She is now in College and as part of her course she is undertaking an Apprenticeship with Affinity in Business and Administration. She also passed her driving test last week.

This young person has written a heart warming letter to her Carer thanking her for giving her these opportunities and for believing in her.

(5)

One young person aged 9 placed in an emergency four months ago with Carers living some 23 miles from her school has been transported each day by either the Foster Carer or by Affinity Support Worker taking some hour and a half each trip.

In the second month of her placement it was agreed that she would not be returning home and that she was to remain with the Carers.

Plans were commenced for her to change schools to a local school that they had identified that would meet her needs as she is statemented and has special needs.

Numerous telephone conversations and meeting took place with the Social Worker, Virtual Head and the school, but the school were unwilling to offer a place as they claimed that they did not have a Teaching Assistant available to provide the support necessary for her.

In the past month the virtual Head left her post and the whole dilemma has had to be described again to the new Virtual Head. The Carers and their Supervising Social Worker have needed to drive this as the young person's Social Worker is rarely available due to a massively high workload taking her to Scotland and Wales frequently.

Eventually, a further meeting was held this week following the Carers discussions with the local MP. The school have now accepted the young person and an extra TA will be available and she is to begin staged introductions over the next few weeks with a view to her commencing full time in September.