**SCHEDULE 1 – SERVICE SPECIFICATION**

**SCHEDULE 1 – SERVICE SPECIFICATION**

**P – 008560 – Hosting and Support for Families with Children on the Edge of Care**

1. **Background and Context**

The Children Act 1989 places an ongoing and general duty to safeguard and promote the welfare of ‘children in need’ and their families. Its central premise is that children are usually best looked after by their families. So far as it is consistent with the duty to safeguard and promote welfare, the Act places a duty on Local Authorities to promote the upbringing of ‘children in need’ by their families.

The Children, Education and Skills Directorate Plan 2020 – 23 identifies the following among it’s ten priorities:

* To support families to stay safely together.
* To safely reduce the number of children and young people in our care.

In December 2021 Ofsted graded Newcastle City Council’s (NCC) Children’s Services as good in all areas. However, it did identify the following as an area for improvement:

* The response to children subject to historic repeated planning under Child in Need and Child Protection plans.

Of the 370 children currently on Child Protection plans within NCC boundaries it is understood that:

* 18% (66 children) had a previous CP plan within 1 year
* 22% (81 children) had a previous CP plan within 2 years
* 29% (107 children) had a previous CP plan within 3 years

From this it can be noted that, of those with a second plan, the majority of children on repeat plans return within one year of discharge.

Whilst there is a comprehensive suite of Edge of Care services available to families there is also scope to strengthen and diversify the offer to children and young people who return to services on repeat plans and who are assessed to be on a trajectory into care. Further, whilst there is a significant offer of support for families within the Early Help arena, learning from this provision from 2022-23 has shown that there is an opportunity to maximise the scope of this contract to include Early Help pathways.

1. **Service Overview**

The Provider will offer bespoke packages of support, delivered through a network of volunteers providing a community solution for families in crisis or in need of support. Support will focus on building social capital by developing positive relationships, strengthening family capacity, promoting self-sufficiency and resilience and improving connectivity and well-being. Support will be available flexibly throughout the week, including weekends, evenings and overnight.

1. **Service Delivery**

**3.1 Scope of support**

The service will sit alongside the Initial Response Service (IRS) and will be targeted at families, identified by NCC, where a child has returned to services on a repeat plan and is either on, or on a clear trajectory towards, the Edge of Care. To maintain the integrity of the service and ensure threshold criteria are applied appropriately all referrals will require authorisation by an identified Single Point of Contact within NCC.

The Service Provider will have a robust matching process to ensure that volunteers have the required skills, experience and training to meet the bespoke needs of specific families and children. All referrals will be risk assessed by the Service Provider in consultation with the referrer to ensure that support from volunteers is safe and appropriate.

Direct support will be provided by volunteers and will take the form of hosting / respite care, mentor support and practical resources. The range of support available should include the following:

**Hosting/respite support** – including regular planned overnight hosting, daytime respite or emergency hosting for an unanticipated family crisis. Overnight respite will be offered under section 17 of the Children Act and will not exceed 28 nights per year. Parents / carers will maintain parental responsibility and will be at the centre of support offered.

**Mentor support** – volunteer mentors to provide emotional and practical support to families to help affect positive change and address issues associated with parental isolation, mental health issues and parenting capacity. Support may include:

* Practical work with parents on home conditions.
* Providing daytime respite for parents.
* Mentoring parents and improving parenting capacity through modelling, parental support and advice.
* Providing emotional support to increase self-esteem, self-confidence and self-efficacy.
* Providing practical child focused activities – ensuring appropriate boundaries and strategies and providing access to community resources through positive and stimulating activities.
* Reducing isolation and increasing integration into local communities – building resilience and networking by encouraging and accompanying families to facilitate their engagement with community resources such as the Children and Families Newcastle Offer.

**Practical family resources** – basic goods and services to support family life; for example, improving home conditions through de-cluttering, decorating, gardening, or providing furniture, baby equipment, washing machines, beds and so on.

* 1. **Availability of service**

The Provider is expected to be available Monday – Friday from 9am to 5pm (with the exception of Bank Holidays) to receive referrals. Support offered by volunteers however is expected be flexible to meet the bespoke needs of each family and include both evening, weekend and, in cases where hosting is agreed, overnight.

* 1. **Eligibility Criteria**
		1. **Target group**

Referrals can only be made by a Social Worker (SW) within Children’s Social Care, Intensive Family Support Worker (IFSW) and Family Partner (FP), with the agreement of the family and with the authorisation of the Single Point of Contact. Prior to a referral being made the , SW IFSW or FP is expected to consider and document:

* If the service is not offered what would the alternative be for the family?
* Is the service expected to prevent an escalation of family circumstances and prevent a family breakdown?
* Is there potential for the child / children to be accommodated by the Local Authority if family circumstances do not improve?

Whilst there will be a degree of flexibility and discretion, a referral would usually only be considered appropriate in cases where responses to the above indicate a clear trajectory towards escalation to statutory services.

* + 1. **Age Range**

The service will be available to families with children from birth up to their 18th birthday.

Anecdotal evidence suggests significant numbers of children and young people returning to Children’s Social Care on repeat plans and who are on the Edge of Care are aged 10 or over. The Provider is expected to be able to demonstrate an understanding of the different needs and challenges this may present and the impact this may have on family dynamics and the volunteer / young person relationship.

* + 1. **Geographic coverage**

Families must live within Newcastle.

* 1. **Transition**

In the event that the service is not extended at the end of the contract period, or the Service Provider is unsuccessful in any subsequent re tender, the Service Provider will be expected to work closely and professionally with any subsequent Service Provider to ensure that the best interests of families are protected.

1. **Key Service Objectives**

The overarching objective of the service is to reduce the flow of children into care by strengthening family capacity and preventing family breakdown through the delivery of targeted strengths based support.

The Provider will be required to meet the following key objectives of the service:

* Improved family resilience enabling families to better meet their own needs with less reliance on statutory services.
* Empowerment of parents, carers, children and young people enhancing their ability to develop well and achieve success now and in the future.
* A prevention of the escalation of need and the stabilisation of family circumstances reducing the numbers requiring statutory intervention.

**4.1 Service Delivery Requirements**

The Provider must have capacity to support 40 families per year. A family counts as a single referral regardless of the number of children involved. There is no minimum length of involvement. If a family receive any support it will be counted as one of the commissioned places. However, if a family meet the matched volunteer and then decide not to engage this will not be counted as support.

The Provider must ensure that:

* Families are contacted within 2 days of the referral being made.
* Families are matched to a volunteer mentor or volunteer host within 4 weeks of referral.
* Contact is maintained with the family / young person throughout the matching process.
* In cases of emergency referrals, to respond to the worker as soon as possible to discuss the possibility of same day support.
* A staff structure is in place to fulfil case management responsibilities.
* A staff structure is in place to develop, support and line manage a growing base of volunteers including fortnightly check ins and regular scheduled reviews.
* The capacity of the volunteer resource is maintained and actively developed to support the effective and efficient delivery of services.
* Senior staff are available to embed the service within existing Edge of Care services by attending briefings, Management meetings, Team meetings and by being present ‘on the floor’ alongside social work teams approximately once a month.
* Appropriate staff are available to give biannual briefings to Social Work Team Managers and managers within Early Help and Community Offer.
* Staff with case management responsibilities are available to attend care planning and review meetings where appropriate.
* Electronic records of all families accessing the service are maintained together with baseline assessments and evidence of impact.
* The service is efficiently and effectively managed including appropriate policies and procedures, effective governance, leadership and management and with appropriate performance management systems in place.
	1. **Expected Length of Involvement**

Based on learning from MST and MST-CAN there is an expectation that volunteers will predominantly support parents and carers using an outcome focussed, strength based approach with measurable aims and objectives aligned to wider care plans and with involvement designed to build capacity not dependency. To this end volunteers will be expected to work with an exit / transition strategy in mind. The average length of involvement with a family is expected to be between 6-9 months.

**5. Management and Staffing Arrangements**

The Service Provider will be responsible for ensuring the provision of appropriate leadership and management staff and volunteers to fulfil the requirements of the contract including undertaking in-house case auditing, quality and risk assurance processes.

**5.1 Volunteers**

In delivering Hosting and Support for Children on the Edge of Care the Provider will be required to recruit, train and provide supervision to Volunteer Host Families and Volunteer Mentors. The Provider will:

* Recruit and develop a sufficient base of Volunteer Host Families and Volunteer Mentors within the Newcastle area adhering to safer recruitment principles and including a home assessment for Host Families.
* Complete appropriate Disclosure and Barring Service (DBS) checks.
* Deliver accredited core training and provide ongoing support and supervision for volunteers. Essential components of the core training are:
* Child Protection and Safeguarding
* Confidentiality and Boundaries
* Reporting and Recording
* UK GDPR and Data Protection
* Interpersonal Skills and Effective Communication
* Child Development
* Equality and Diversity
* Health and Safety
* Lone Working
* Trauma Informed Care
* Relational and Restorative Practice

**5.2 Support and Supervision**

The Provider is required to:

* Evidence a lone working protocol
* Provide reflective individual and group supervision to all active volunteer Mentors and Host Families
* Ensure that volunteers’ records and personal information is kept securely.
* Put in place opportunities to review and celebrate the contribution of volunteers.

**6.** **Contract Management and Quality Assurance**

**6.1 Service Quality Framework**

The Service Quality Framework is an essential part of the Council’s means of ensuring that Providers deliver services to an acceptable standard and in accordance with contractual expectations. Commissioning and Procurement Officers will assess services against the standards to ensure that Providers are providing quality services which meet the needs of Newcastle children, young people and families, and to agree and support the delivery of improvement plans.  Monitoring allows the Authority to hold Providers to account for the impact and effectiveness of services and enables the Authority to develop open relationships with Providers in order to identify, and address, problems at the earliest opportunity.

The [Service Quality Framework](https://www.newcastle.gov.uk/business/tenders-contracts-and-procurement/market-position-statements) includes standards on:

* Assessment and Support Planning
* Security, Health and Safety
* Safeguarding and Protection from Abuse
* Fair Access, Diversity and Inclusion
* Client Involvement and Empowerment
* Organisation, Management, Privacy & Confidentiality
* Core Training
	1. **Outcome Measures**

The expected outcomes of the service are:

* Improved family capacity and resilience enabling children to remain and thrive at home reducing the need for statutory services.
* Quantifiable cost savings to NCC as a result of reduced need for support services including statutory accommodation.

The Service Provider will maintain an electronic record of all families accessing the service together with details of baseline assessment and evidence of impact. An outcomes monitoring system will be used to measure change, progress or deterioration across the following six domains:

* Parental well- being / happiness / emotional health
* Social Networks and Support
* Parental Confidence and Self Esteem
* Home Environment and meeting physical needs
* Family Relationships
* Positive Parenting

Workers will feedback to the Single Point of Contact at 6 months, 12 months, 18 months and 2 years after the closure of the case to understand the longer term impact of the service particularly whether the child returned to services on a subsequent plan.

* 1. **Cost Avoidance Methodology**

Whilst families are likely to receive support from a number of services and the impact of Hosting and Befriending support on the overall outcome may not always be easily identifiable it is thought possible to gauge both immediate cost avoidance and a continuum of cost avoidance using the following methodology:

**Immediate Cost Avoidance**

* Pre referral discussions with the Single Point of Contact to inform professional judgement on the likely trajectory for the child should Hosting and Mentor support not be available and an indication of the likely cost of this to NCC.
* In cases of over night hosting Social Worker and Commissioning colleague to indicate the availability and cost of alternatives in real time (in house Foster Carers, IFAs, residential placements)
* Cost avoidance in relation to volunteer Mentor hours to be calculated at an agreed equivalent outreach hourly rate.

**Continuum of Cost Avoidance**

* 6 monthly check points up to 2 years after closure of the case to inform longer term savings in terms of care avoidance or care delay.
* The cost of alternative placements in real time should overnight hosting not be available to be considered in terms of maximising placement capacity in house for children who do enter care.
1. **Performance Requirements**

This section contains details of the performance indicators that apply. Additional performance indicators or data requirements may be added by the Council.

In order to fulfil these requirements, the Provider must comply with all of the data collection processes defined under ‘means of assessment’ below.

|  |  |  |
| --- | --- | --- |
| **Quality Evaluation** | **Expected Performance** | **Means of Assessment** |
| Number of families referred into the service *(Note each family counts as one referral regardless of the number of children within the family unit)* | 40 families annually  | Quarterly performance return |
| Percentage of families contacted within 2 working days of referral | 100% | Quarterly performance return |
| Number of families waiting longer than 2 working days from referral to be contacted.  | 0 |  |
| Percentage of families matched within 4 weeks of referral | 100% | Quarterly performance return |
| Number of families waiting longer than 4 weeks to be matched | 0 | Quarterly performance return |
| Average length of time (in days) families wait to be matched | Maximum 28 days | Quarterly performance return |
| Average length of time (in days) emergency referrals wait to be matched  | 2 working days | Quarterly performance return |
| Number of families closed as planned end to involvement |  | Quarterly performance return |
| Number of families closed without support (reason to be noted) | Maximum 2  | Quarterly performance return |
| Average length of involvement (data recorded by individual family) | 6-9 months | Quarterly performance return |
| Number of ‘active’ families  | Trajectory increasing by 10 per quarter expected. Maintained at 30 - 35 active families from Q3 onwards. | Quarterly performance return |
| Number of Volunteer Mentors trained (data recorded by age, gender, ethnicity, postcode) | 15 (annual total of 60) | Quarterly performance return |
| Number of Volunteer Mentor hours  | Minimum of 2 hours per week per Mentor – increasing sliding scale as resource develops | Quarterly performancereturn |
| Number of Volunteer Host Families trained (data recorded by age, gender, ethnicity, postcode) | 5 (annual total of 20) | Quarterly performance return |
| Number of Host Nights | 2 per month per host family  | Quarterly performance return |
| Percentage of families reporting reliable, measurable, improvement across the 6 domains captured during baseline assessment at time of referral – determined through the use of standardised pre and post support questionnaires / assessment methods (data recorded by each domain).  | 100% | Annual report |
| Number / percentage of families whose circumstances have stabilised | 30% | Bi annual report |
| Number / percentage of families whose circumstances have de-escalated and involvement with statutory services has reduced.  | 60% | Bi annual report  |
| Number / percentage of families whose circumstances have de stabilised and involvement with statutory services has increased.  | 5% | Bi annual report |
| Number / percentage of families whose circumstances have de stabilised requiring child(ren) to become accommodated by NCC.  | 5% | Bi annual report |
| Newcastle City Council Quality Assessment Framework | Minimum standards achieved | Annual assessment |
| What difference has the service made? Please give examples of Case Studies, Evaluations or User Satisfaction Surveys which have been carried out in relation to the Service, including examples where work has been specifically targeted at reducing inequalities | Minimum of whole service survey / evaluation and 2 case studies | Biannually |
| **Financial and workforce planning** |
| Actual and projected spend forecasts | Quarterly performance return |
| No of Vacancies within staff team | Quarterly performance return |
| No of working days lost due to sickness | Quarterly performance return |

**7.1 Submission of Performance Data**

The Provider must complete a **monthly** performance return for submission to the Council on the dates set out in the performance return schedule which will be sent to the Provider by the Council. If the Council requires the Provider to submit performance information via an online portal then this must be the mechanism for submitting the return. In the absence of an online portal, the performance return must be submitted to the Council using any prescribed template as agreed with the Council.

Failure to return accurate performance information in accordance with the timescales set out above will constitute a default for which a default notice may be served by the Council under the Contract (Special Terms and Conditions - clause 8 (Default Notices)).

The issue of 3 or more default notices under the Contract will itself constitute persistent minor breaches of the Contract and allow the Council to consider termination of the Contract (Standard Terms and Conditions - clause D1.1.8 (Termination)).

**8. Financial resources**

The table below sets out the Total Annual Price for the delivery of this Contract, and includes indicative allocations for the specific delivery requirements.

|  |  |
| --- | --- |
| * + - * 1. **Hosting and Support for Children on the Edge of Care**
 | * + - * 1. **Annual Price**
 |
| * + - * 1. Contract Price
 | * + - * 1. £60,000
 |

The Total Annual Price specified is the maximum payable under this Contract and relates directly to the requirements as detailed in this Service Specification. This includes cost for families providing hosting and support, for example, payment of utility bills for host families.

Payment will be made quarterly in advance through the Council’s automated payments system.

The Provider shall submit a single invoice (if applicable VAT invoice) to the Council no later than seven days after the end of each quarter (or alternative as may be agreed between the Council and the Provider) detailing the Services delivered during the period, along with a detailed breakdown of actual budget spend in the period payable.

Payment of any undisputed invoice will be made no later than 30 days following the date of receipt of the invoice by the Council.

In the event that the Contract is extended in accordance with Clause B1.2 the Annual Price shall continue at the same rate, unless a variation is agreed with Council.

Where appropriate, the Council shall pay the Charges on a pro-rata basis in respect of any extension period.

In the event that the Contract is terminated in accordance with clause D1 the Council will pay the Charges on a pro rata basis for services up to the termination date.

**9. Social Value**

**9.1 Adding Social Value**

The Council has made a Social Value Commitment which sets out four principles of Social Value. These principles are what Social Value means in Newcastle.

An outline of the Social Value Commitment can be found here: <https://www.newcastle.gov.uk/services/business-and-commerce/business-commerce/doing-business/social-value-commitment>

The Provider is required to explore how the requirements described in this document could best be designed to maximise social value, deliver better outcomes and to improve outcomes in the most efficient, effective, equitable and sustainable way and in the best interests of the City’s residents; including improved employment opportunities, creating skills and training opportunities (for example, apprenticeships or on the job training), improving access to community facilities, providing additional opportunities for individuals or groups facing greater social or economic barriers, encouraging ethical and fair trade purchasing. The Provider should also explore opportunity to include members of the local community to participate in training delivered to staff; this would not only build relationships with groups and/ or residents, but would also equip them with skills to identify and engage with hard to reach groups.

**9.2 Living Wage**

From 1 April 2016, the government introduced a new mandatory National Living Wage (NLW) for workers aged 25 and above. The adult National Minimum Wage rate will continue to apply for those aged 21 to 24.

A Living Wage is the term used to describe the minimum hourly wage necessary for people employed on a full-time basis to afford housing, food, utilities, transport, health care, recreation and other basic needs like clothing. The Council is keen for employers within the city to explore what a Living Wage could mean for them for employees aged under 25.

There are a number of benefits attributed to offering a Living Wage to all employees, including better productivity, motivation, loyalty and quality of service to Service Users.

**9.3 Other benefits**

In addition to the Living Wage, the Provider must also consider the welfare and wellbeing of their staff to enable them to amongst other things; maintain a work/ life balance, ensure they have the opportunity to use sustainable travel (such as a Bike to Work scheme or other sustainable transport methods) and access to occupational health support.

**10. Data Processing Schedule**

**10.1 Processing, Personal Data and Data Subjects**

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

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

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

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

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

The Council’s lawful basis/bases (Article 6) for the processing of personal data is/are the Council’s legal obligation and public task.

Some personal data processed under this contract is classified as special category data, due to its sensitive nature. The lawful basis for sharing special category data is reasons of substantial public interest under Article 9(2)(g) of the UK GDPR. The relevant condition under Part 2, Schedule1 of the DPA is statutory etc and government purpose.

The lawful basis for sharing criminal offence data under Article 10 of the UK GDPR is paragraph 18 – safeguarding children and of individuals at risk in Part 1 of Schedule 1 to the DPA.

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

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

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

**10.2 Data Processing requirements of the Service**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider/Contractor is the Processor. |
| Subject matter of the processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide support for families with children either on, or on a trajectory towards Care.  |
| Duration of the processing | 12 months (11th July 2023 – 10th July 2024)  |
| Nature and purpose of the processing | In relation to service delivery the Provider will collect personal and sensitive data for children, and their families, referred by Social Workers into the service. Referrals will be made using an online system. Data will be stored in an online database, hosted by a third party, across UK based data centres.  The hosted database system will be encrypted at rest.  The supplier of the hosting will be unable to access the data in an unencrypted form.   The referrer will send information directly into the database system using an SSL encrypted web page to ensure information is encrypted in transit.  An email notification, containing only the name of the person making the referral and the Local Authority area, will be sent to the Provider’s appropriate referral team. Access to data within the system will be controlled by software permissions to be limited to only staff that need access to deliver the service. The NCC Single Point of Contact will receive an email notification and, with a password, be able to download a PDF version of the referral information for upload into NCC recording systems. The Provider will:* Use the personal data to deliver appropriate support to meet identified needs and strengthen the capacity of families with children referred into the service;
* Use the personal data to inform service improvement and design activity during the life of the contract (“the duration of the processing”);
* Record details of the support required;
* Record details of the nature of the support activity undertaken;
* Record details of any changes to the support required;
* Record relevant baseline information at the time of referral;
* Record progress towards measurable quantitative outcomes;
* Record progress towards measurable qualitative outcomes;
* Record new information and changes to any personal data provided by the individual in receipt of support, their families, carers and other professionals;
* Disclose personal data to other professionals as part of the provision of this service to the individual by either verbal, paper, or secure electronic means, including sub-contractor, provided under an information sharing agreement;
* Disclose personal data to other professionals to support the provision of other relevant services to the individual by either verbal, paper, or secure electronic means, including sub-contractor, provided under an information sharing agreement;
* Store the personal data in either secure paper and/or secure electronic format;
* Disclose anonymised personal data securely to report information for reporting Key Performance Indicators (KPIs) to the Council
* Disclose personal data securely under local adults and children safeguarding procedures
* Disclose personal data securely to the Council to enable the completion of service analysis.
 |
| Type of Personal Data | * Name(s)
* Date of birth
* Address
* Gender / gender identity
* Ethnicity
* Spoken language
* Religion or belief
* Health needs
* GP details
* Details of other professionals involved in meeting the health and care needs of the child / young person.
* Details of other professionals involved in meeting the health and care needs of household members.
* Parent’s / carer’s name
* Parent’s / carer’s email address
* Parent’s / carer’s telephone number(s)
* Family relationships
* Support networks
* Community networks

*Personal information (previous and current) required to deliver the support such as:** Medical /Health/Treatment information [includes GP/doctor information]
* Financial information
* Accommodation
* Education/Training/Employment
* Social Care information (current and past involvement)
* Police / Criminal / Offence information
* Probation information/conditions
* Service provided / contacts with service
* Risk information [risks to self, children, public, staff, community, vulnerability to abuse from others, etc]
* Names and relevant information of family/household members and/or carers as appropriate for Service
 |
| Categories of Data Subject | Personal data relating to Newcastle City Council’s staff (including temporary or agency staff) aligned to the service, children and young people referred into the service and their parents / carers, health or social care professionals, school staff.  |
| Classification of Data | Confidential |
| Security Requirements | Supplier must have security in line with National Cyber Centre Guidelines.  |
| Retention Period | All data supplied will be retained no longer than is necessary after completion or termination of the contract and shall be destroyed as soon as practicable.  |
| Method of destruction | Paper based records: Micro Cross Cut Shredding, or incinerationHard drive disks: Multi Pass Pattern wiping, disintegration or incinerationCD-RW/DVD-RW, Flash Drives and USBs, other removable data storage methods: Abrasion, disintegration, or incineration  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK law to preserve that type of data | Personal data to be either:* Returned to the Council in either paper and/or by secure electronic means; or
* Transferred to another Provider at the request of the Council in either paper and/or secure electronic means;
* Retained by the Provider only to the extent required by their appropriate registration body (e.g. Ofsted, CQC) or under the law or a contractual requirement
 |

The Provider will be required to assist the Council in devising a Data Protection Privacy Impact Assessment for the delivery of the services, where required.

The Provider is the Data Controller of its’ employees’ personal data. The Council will be the Data Processor of the Provider’s employees’ personal information required to comply with the operation of the Contract and specifically Clause 1 (Staff); Clause 2 (Disclosure and Barring Checks); Clause 5 (Safeguarding); Clause 5 (Best Value, Monitoring and Review of Service Provision); Clause 22 (Monitoring and Evaluation) of Part 2 - Special Terms and Conditions of ITT Schedule 2 - Contract.

**11. Equality and Diversity**

The Provider must evidence their commitment to equality through policies and procedures that demonstrate that the service embraces diversity and promotes equality of opportunity and service. Policies and Procedures should make clear that every worker has a personal responsibility for promoting equality and diversity.

In delivering the service, the Provider must take account of:

* access for disabled people
* communication needs for visually or hearing impaired people, people with learning disabilities, people with low level of literacy or people whose first language isn’t English
* cultural practices or religious beliefs

In addition, no activity or planned activity in the delivery of Best Start in Life

should identify, exclude, treat differently or make assumptions about those babies, children, young people and families whose household income or resources are lower than others.

**12. Community Engagement**

The Provider must ensure local beneficiaries and local communities, including families, children and young people, have a voice in service design and delivery throughout the life of the Contract

**13. Carer Signposting Support**

A carer is person of any age who provides unpaid care and support to a person who has an illness, a disability, mental health difficulties, is frail, or who has drug and/or alcohol problems.

Where the Provider identifies unpaid informal carers, they will proactively signpost to relevant advice, information and support services for carers. This includes but is not limited to Newcastle Carers and Newcastle Young Carers.