

**Draft Service Specification for 3 bed Children's Home -
Challenging Behaviour (Lot 1)**

1. Introduction

This specification is underpinned by the contractual requirement of the Provider to comply with the Children's Home Regulations 2015.

The Provider will provide a 3 bedded unit for the use solely of the Council.

The Service will not be static. The Council expects:

- That the Service will be flexible and can adapt to local and national developments throughout the term of the Contract
- Any adaptations will be reviewed and planned together, by the Council and the Provider
- Any adaptations needed to the Service are quickly discussed and mutually agreed and implemented within a reasonable timescale by the Provider. This could include, but is not limited to:
 - (i) Care and safeguarding support will evolve in response to good practice developments, learning from Ofsted inspections, feedback from service users, Social Workers and stakeholders as well as changes to local safeguarding practice
 - (ii) Legislative changes

The Provider is expected to demonstrate a commitment to continuous improvement through innovative care practices and the Service's internal quality assurance procedures.

2. Admission Criteria

The Service shall be delivered to children and young people with challenging needs, including any or all of the following, but not limited to children with:

- Behaviours of concern i.e. self-injurious behaviour, physical aggression towards others or themselves, damage to property, absconding etc
- Experience of abuse/trauma
- Previous placement breakdowns
- Attachment disorder
- Past criminal and anti-social behaviours
- Risk of child sexual exploitation (CSE)
- Social, emotional and mental health (SEMH) needs
- Moderate learning disabilities
- Oppositional defiant disorder (ODD)
- Conduct disorder

3. Admissions Procedure and Placement Matching

The Service shall provide 2 separate types of service:

Appendix 2A

- One same day, self-contained short-term emergency provision for one child or young person referred by the Council
- Long term placement for 2 children or young people referred by the Council

The assessment procedures carried out by the Council prior to Placement will identify the type of Placement suitable to meet the individual child's needs. Only children who have been assessed as being likely to benefit from the Service, both in relation to their assessed needs, will be eligible for the Service.

The Council will look at the availability of placements and will determine the most suitable service for a child. The Council's Access to Resources Team shall send the child's referral documentation and any other relevant information to the provider. If the Provider requires additional information, the Provider can request this by contacting the Access to Resources team.

For all planned placements the Provider will respond to each referral directly to the Council's Access to Resources Team within 2 days of receiving the referral.

If the Provider determines that a child's needs cannot be met within the contracted service, the provider will consider whether the child's needs can be met within another of their Services (if applicable). If it is determined that a child's needs can be met within an alternative Service registered by the Provider, the provider shall accept the child in the suitable provision and the contracted bed will be transferred.

If when making a referral to the Provider, the Council specifies that this is of an emergency nature, the Provider shall respond to the referral within 1 hour of the Provider receiving the referral from the Council. The Access to Resources Team or Emergency Duty Team (EDT) may contact the provider direct by telephone if the referral is of an emergency nature.

The Council will supply all relevant information including Care Plans, LAC Review minutes etc, prior to the commencement of the placement where the placement is made on a planned basis, or within 2 working days where the Placement is made on the same day.

Prior to the commencement of the Placement of a Child in Service, the Provider should (as a minimum):

- Allocate a 'key worker' to each child
- For a planned placement, the Registered Manager to agree with the child's allocated social worker to visit the child in their place of residence and to agree the introductory process with at least 1 introductory visit by the child to the Home during which the Provider should ensure that the child is introduced to all members of staff and other children living at the Home and is familiarised with the Home of their own personal space, the communal areas and surrounding community.
- Give each child a copy of its 'Children's Guide' available in a variety of accessible formats, for example easy-read documents; and any other relevant information about the Home and Services
- Ensure that the Registered Manager and/or the key worker is/are present to welcome the child and settle them at the Home at the time that they move into the Home.

During the introductory visits of each child to the Home and throughout the initial period of the placement at the Home, the Provider shall monitor:

- The adjustment of the child to their new surroundings, including their relationship with the other children in placement and staff
- The success of the Home in meeting the individual needs of the child.

4. The Service to be Provided

The Provider must ensure that any Service offered under this contract is registered with Ofsted from the commencement date of the contract

The Provider shall make the Home available to the Council, an Ofsted rating of 'Good' or above. The Council will pay to the Provider the appropriate weekly placement rate for each bed during the term of the contract, provided that the Home is of an Ofsted rating of 'Good' or above.

In the event that, during the course of the contract, the Ofsted rating of the Home is reduced to less than 'Good' the provider shall use all reasonable endeavours to regain an Ofsted rating of 'Good' or above by the next full inspection, and the Council shall provide reasonable support in that objective, managed through an agreed action plan.

In the event that during the course of the contract, the Ofsted rating of a Home is reduced to 'Inadequate' the Council shall risk assess the continuity of the placement, if the assessment determines that the Child shall remain in placement, the weekly placement cost per bed will automatically reduce by [TBC]% until such time as the rating improves. The reduction of the weekly placement fee represents a genuine pre-estimate of the Council's losses in order to account for additional monitoring of the placement by the Council.

The Council shall not be obliged to pay the weekly placement rate in respect of a void which has arisen due to the Provider's inability to maintain an Ofsted rating of 'Good' or above.

The Provider will have a duty of care for all children in placement from the time they are collected or received by the Provider.

Statutory responsibility for the child and for monitoring their individual progress ultimately rests with the Council and will be exercised through the Child's Social Worker and Statutory Review procedures. The Provider will however, be responsible for the delivery of the service and day to day monitoring of the child's well-being, progress against the child's Care Plan and providing regular updates to the Social Worker outlining the child's progress.

Throughout the Placement, the Provider will assist with the implementation and delivery of the Care Plan and other Plans such as the Personal Education Plan (PEP), Education, Health Care Plan (EHCP) etc.

The provider will practice and embed positive behaviour support throughout all the work they do with Children and Young People. The provider will develop and implement their own positive behaviour support plans that are based on observation, information gathering and analysis. They will work closely with the child or young person's network to ensure consistent approaches are used.

The provider will ensure that all staff supporting children and young people are trained in a physical restraint system endorsed by the restraint reduction network.

The provider will have a working knowledge of how to support children and young people who have experienced trauma and an understanding of how trauma may manifest itself in this demographic.

The Provider will encourage and facilitate the children's attendance to all appointments including any medical appointments and CAMHS.

The Provider will ensure that the Child is supported to have contact with family as specified in the Care Plan. The Provider must not allow contact with anyone not specified in the Care Plan unless written permission is given by the Council.

The Provider will ensure that a range of methods are used to support all children achieve their outcomes and challenge any barriers that may occur.

The Provider will work in partnership with the child, stakeholders and the Council to encourage and support the child's step-down plan to independence or other alternative care provision, back to family home, if appropriate and agreed as part of the Care Plan.

The Provider shall deliver a flexible service ranging from full time to phased care, which can support children to alternative care settings or back to family, including the provision of outreach support for a short period of time, if required.

The Provider shall develop a Placement Plan with respect to each child which will clearly indicate how they will meet the overall outcomes identified within the child's Care Plan, with clear timescales for completion.

The Provider shall make every effort to avoid any unnecessary criminalisation of the children it accommodates. The Provider shall strive to manage any challenging behaviours and incidents by way of internal resolution and through the use of restorative processes without the involvement of the police, wherever possible.

The Provider shall transport the child to and from school and facilitate all contact between family. The Provider shall also transport the child to all activities agreed by the social worker as being appropriate.

5. Staffing Requirements

The provider shall:

- Have enough staff employed to cover the ratio of 1 staff per 1 child and 1 wake in staff.
- Ensure that each member of staff undergoes a comprehensive induction during the first 2 weeks of their employment
- Prepare, develop and implement an ongoing staff training policy, which is reviewed on an ongoing basis
- Provide time off for staff to attend any relevant training and obtain appropriate professional qualifications.
- Ensure staff are trained in the following as a minimum:
 - (i) Behaviour management including de-escalation and physical intervention
 - (ii) Positive Behaviour Support
 - (iii) Meeting the needs of children and young people with specific medical needs
 - (iv) child protection and safeguarding
 - (v) counter-bullying

- (vi) reporting and recording
- (vii) health and safety
- (viii) fire safety
- (ix) first aid
- (x) administration of medication
- (xi) food hygiene
- (xii) child sexual exploitation
- (xiii) equality and diversity
- (xiv) COSHH
- (xv) complaints and whistle blowing

There may be specific training requirements based on the individual needs of a child or young person referred by the Local Authority for a placement at the provision.

The Provider shall:

- Ensure that it has appropriate and effective arrangements in place throughout the term of the contract to secure the availability of appropriate staff and appropriate cover staff in the event of an emergency or to cater for any temporary need of additional staff.
- Ensure there are effective cover for all other staff absences including staff annual leave and staff sickness
- Ensure that any cover staff receive a comprehensive induction including having access to Placement Plans and any other appropriate documents pertaining to the children in placement or the Service.
- Arrange for a suitably qualified and experienced Registered Manager who will provide regular professional support and supervision to all staff.
- Where agency and bank staff are used, there should be a core team who know the Home, the children and understand the policies and procedures.

The registered manager shall conduct appraisals and performance reviews after probation period and ongoing at least annually. Feedback from children, social workers and other professionals should feed into appraisals for each member of staff.

The Provider shall ensure that any staff who have management responsibility receive appropriate management training to carry out their duties and demonstrate effective and pro-active leadership, management and communications.

6. Missing from Care

For those children becoming missing from care, the Provider shall work closely with the Council and other agencies to support the formulation of protective plans, help identify risks, support the formulation of comprehensive risk assessments and manage associated risks whilst providing the Child with necessary support.

The Provider shall develop, in partnership with the social worker and other relevant agencies 'Missing from Care Action Plan', which will include:

- Trigger points for absence or missing episodes
- Risks to the child, the public and staff before, during or after missing episode

- Indicators of CSE risk, if applicable and any known associates of concern who may pose a risk to the child
- What steps can be taken to reduce the likelihood of the child going missing
- Contact details of family and friends
- Child's contact details, curfews and consequence to lateness
- At what point the Provider needs to notify the Police and the Council, arrangements for Return to Home Interviews

The Provider shall assist the Police in building intelligence relative to missing episodes including any CSE concerns, to include the make, model, colour and registration of vehicles that the child may have been picked up in or dropped off by, including key times, dates and known hot spots.

7. Education

Where possible, children shall be supported to access education provision. Should the Council decide that a package of education is purchased as part of their placement, this can be purchased as an additional service.

The Provider cannot offer a service on the basis that the offer is conditional upon acceptance of education.

8. Reporting Requirements

The Provider shall complete weekly progress reports which will monitor and track the child's progress against the outcomes and milestones set out in their Placement Plan. Reports must be forwarded to the Social Worker on a monthly basis.

Incidents or significant events such as missing episodes, allegations or physical interventions should be notified immediately, direct to the Social Worker or Duty Officer and the Access to Resources Team.

Fully completed incident reports should be sent to the Social Workers via email within 48 hours of the event, with the exception of allegations where a fully completed report should be sent to the Social Worker via email within 24 hours.

The Provider shall supply written progress reports, court statements and assessments on individual children as and when requested by the Council.

The Provider shall notify the Council within 24 hours of an inspection by Ofsted providing brief feedback and an anticipated rating. The Provider shall submit any associated action plan to the Council at the same time as it is submitted to Ofsted.

9. Placement Stability

Once a child has been placed with the Provider, it is the Provider's responsibility to ensure it can meet the challenging and changing needs of the child and being flexible with the use of resources and staff.

If the Home cannot meet a Child's needs and it is agreed between the Provider and the Council that a placement move would be in the best interests of the child, the Provider will work with the Council in supporting a planned exit from the placement.

The Provider shall not move a child to another of its provisions, unless it is an emergency under exceptional circumstances or a planned move that has been agreed with the Council, in writing and in advance. If an emergency move had taken place, this should be a brief intervention to address the

immediate situation. The Provider will work with the Council to seek an arrangement that will maximise placement stability for the child.

10. Selling contracted beds

In the event that a bed within the contracted Home has been unoccupied for a significant period of time (8 weeks), the Provider and the Council may jointly agree to sell a bed to another local authority, for a fee mutually agreed by the Provider and the Council.

In this instance, the Provider's invoice to the Council will be automatically deducted by the contracted bed rate paid by the Local Authority who the bed has been sold to.

If either party approaches the other with a proposal to sell a contracted bed, the other party shall respond within 5 working days.

11. Allowances

The Provider shall give the following allowances to the child (all to be specified by the provider):

- Pocket money
- Clothing
- Personal needs
- Fares
- Telephone allowance
- Birthday
- Festivals
- Holidays
- Glasses/contact lenses – any costs not covered by the NHS
- Activities and leisure
- Savings – ***Set at £5.00 per week as per Enfield LAC Savings policy.***
- Transport

The Provider shall keep auditable records and be made available to the Council upon request.

Savings should be paid into the child's Junior ISA. If the savings are held anywhere else, then the full details of where the savings are held to be given to the child's social worker.

It is intended that these long term savings are for when a child reaches the age of 18 years, so there should not be any withdrawals from the long terms savings until the child leaves placement. A record of who the savings are given should be made. Details of long terms savings should be made available and recorded as part of the statutory review process.

Children in residential care cannot make a claim for Disability Living Allowance (DLA) Care Component but can claim DLA Mobility Component. This will be paid to the Provider to be used for the child so that the child derives maximum benefit from this payment. Upon reasonable request and notice, the Provider may be required to evidence to the Local Authority how they have used the DLA on behalf of the child.

12. Quality Assurance

The Provider shall cooperate with the Council to facilitate any monitoring and review activities which are undertaken by the Council. A Quality Assurance visit from the Access to Resources Team will take place annually and other announced or unannounced visits may take place from time to time during the term of the contract.

In order to assist the Council to carry out its monitoring and review of the Provider's performance, the Provider shall also:

- Give access to the Council to all statutory records and any other records, including policies and procedures, which are maintained by the Provider which relate to the running of the Home
- Permit the Council, and any other officer, who is authorised by the Council, to carry out site visits to the Home
- Inspect the premises, facilities and resources available to the Children and to the staff at the Home to fulfil their roles

The Provider will ensure that staff are made aware of these monitoring requirements and will allow monitoring to take place and must always allow officers of the Council access to all records for the purpose of monitoring and complaint investigation.

The Provider will follow the Council's Quality Assurance Contractual Compliance (QACC) policy.