

## **B Document**

### **Service Specification**

**Tender Name:** Parental Participation

**Tender No:** DSCC2021/T/002 [3584616]

**Contract Period:** 1st January 2022 to 31st December 2024 (with the option to extend the Contract for a further two periods of up to 12 months each to 31<sup>st</sup> December 2026)

## Glossary of Terms

Access NI	<p>Is a branch within the Department of Justice, established in April 2008. Its job is to supply certificates that show whether people who want to work in certain types of jobs, for example with children and or vulnerable adults, have a criminal record or if other important information is known about them. This enables employers to make safer recruitment decisions.</p> <p>Access NI operates within Part V of the Police Act 1997 and issues three types of disclosure, Basic, Standard and Enhanced. Enhanced disclosure can include a check of those barred from working with children or adults.</p>
Adverse Incident	<p>Means any event or circumstances that could have or did lead to harm, loss or damage to people, property, environment or reputation, arising during the course of the provision of the services under this Contract.</p>
Advice	<p>In this context Advice means ‘to offer guidance and direction on a particular course of action which needs to be taken in order to realise a need, access a service or realise individual entitlements’.</p>
Carer	<p>A carer is a person who is unpaid and looks after or supports someone else who needs help with their day-to-day life.</p>
Child	<p>Defined in the Children (Northern Ireland) Order 1995 (the Children Order) ‘as a person under the age of 18’</p>
Children and Young People’s Strategic Partnership (CYPSP)	<p>The Children and Young People’s Strategic Partnership (CYPSP) brings together a range of agencies, including voluntary and community sector organisations, that aim to improve the lives of children and young people in Northern Ireland.</p> <p>The Partnership consists of the leadership of all key agencies who have responsibility for improving outcomes for children and young people including; health, social services, education, policing, housing as well as representatives from the voluntary and community sector.</p> <p>The aim of the Children and Young People’s Strategic Partnership is to improve the wellbeing and realisation of the rights of children and young people across Northern Ireland.</p>
Children’s Home	<p>A group home for ‘Looked After Children’ which is managed by professional staff.</p>
Children Order	<p>The Children (Northern Ireland) Order 1995 (the Children Order) is the principal statute governing the care, upbringing and protection of children in Northern Ireland. It applies to all those who work with and care for children, whether parents, paid carers or volunteers.</p>

Children's Services	Services provided to safeguard and promote the welfare of children in Northern Ireland who are in need. These services may be provided directly by the HSCB, commissioned by the HSCB from HSC Trusts, or other statutory Providers, or provided under contract by non-statutory Providers where the Contracting Authority is the HSCB or a HSC Trust.
Disability	In this context disability is: 'a physical, sensory or learning disability or prolonged illness or condition which, in interaction with various barriers, and without the provision of adequate support services, may hinder a persons full and effective participation in society on an equal basis with others and hinder their optimal potential for personal development and social inclusion'.
Health & Social Care Board	The Regional Health and Social Care Board known as the Health and Social Care Board.
'Health & Social Care Trusts' (HSC Trusts or Trusts)	Means the five Health and Social Care Trusts (HSC Trusts) who provide integrated health and social care services across Northern Ireland: Specifically the Belfast HSC Trust, South Eastern HSC Trust, Western HSC Trust, Southern HSC Trust and Northern HSC Trust. HSC Trusts manage and administer hospitals, health centres, residential homes, day centres and other health and social care facilities and they provide a wide range of health and social care services to the community.  There is a sixth HSC Trust, namely the Northern Ireland Ambulance Service, which operates a single Northern Ireland wide service to people in need and aims to improve the health and well-being of the community through the delivery of high quality ambulance services.
HSC Organisations	<a href="http://www.dhsspsni.gov.uk/index/hss.htm">http://www.dhsspsni.gov.uk/index/hss.htm</a>
Information	In this context information is to mean 'the open and accessible supply of material deemed to be of interest to a particular population. This can either be passively available or actively distributed'
NHS	National Health Service
NICE	National Institute for Health Care Excellence
Northern Ireland Executive	The Northern Ireland Executive is the administrative branch of the Northern Ireland Assembly, the devolved legislature for Northern Ireland. It is answerable to the Assembly and was established according to the terms of the Northern Ireland Act 1998, which followed the Good Friday Agreement (or Belfast Agreement).  The Northern Ireland Executive consists of the First Minister and Deputy First Minister and various ministers with individual portfolios and remits.

Northern Ireland Social Care Council (NISCC)	Means the regulatory body for the social care workforce in Northern Ireland. Its' role is: to register social workers and social care workers; to set standards for their training & practice, and to support professional development across the workforce.
Parents	In the context of this service specification and for this service delivery, a Parent is defined as: - a mother and/or father who has the care of at least one child under the age of 18, and has parental responsibility for the child, and with whom the child must be living.
Parental Responsibility	Defined in Article 6 of the Children Order as 'all the rights, duties, powers, responsibilities and authority which by law a parent of a child has in relation to the child and his property'  In practical terms, it means the responsibility to care for a child and the right to make important decisions about the child, for example agreeing to medical/dental treatment.
Participation	Participation is a process where someone influences decisions about their lives and this leads to change. Treseder, P, 1997
Provider	Means the successful tenderer who submits the most economically advantageous tender and is awarded the contract to provide the services described in the tender documentation.
Safeguarding	This is used as an umbrella word to capture notions of both 'promoting welfare' and 'protecting from harm' (SCIE)
Safeguarding Board for Northern Ireland (SBNI) Child Protection Procedures	Child Protection P&P are now on an e-based platform and can be accessed by clicking on the following - <a href="http://www.proceduresonline.com/sbni/">http://www.proceduresonline.com/sbni/</a> Given they are subject to updates twice a year they are not on a PDF and we recommend that they are not printed as the printed copies would be 'out-of-date'.
Schedule 1 of the Contract Document	Means the Progress Monitoring Report template attached as Schedule 1 to E Document the Terms and Conditions of Contract.
SCIE	Social Care Institute for Excellence
Section 75 NI Act	<a href="https://www.legislation.gov.uk/ukpga/1998/47/section/75">https://www.legislation.gov.uk/ukpga/1998/47/section/75</a> <a href="https://www.equalityni.org/S75duties">https://www.equalityni.org/S75duties</a>
Serious Adverse Incidents	Means any event or circumstance that could have or did lead to harm, loss or damage to people, property, environment or reputation arising during the course of the business of a Health and Social Care Organisation / Special Agency or Commissioned Service.  ( <a href="http://www.hscboard.hscni.net/download/PUBLICATIONS/policies-protocols-and-guidelines/Procedure-for-the-reporting-and-follow-up-of-SAls-2016.pdf">http://www.hscboard.hscni.net/download/PUBLICATIONS/policies-protocols-and-guidelines/Procedure-for-the-reporting-and-follow-up-of-SAls-2016.pdf</a> )

Service or Services	Means the services as set out in detail in B Document Service Specification
Service User	Means an individual assessed by the HSCB to receive the Service
Social Worker	Appropriately registered with the Northern Ireland Social Care Council (NISCC)
Tenderer	Means a supplier who submits a tender
Volunteering	<p>'Volunteering is the commitment of time and energy, for the benefit of society and the community, the environment, or individuals outside (or in addition to) one's immediate family. It is unpaid and undertaken freely and by choice'.</p> <p>This definition refers to both <i>formal volunteering</i> (carried out with, or under the auspices of an organisation/group) and <i>informal volunteering</i> (carried out outside the organisation, often at neighbourhood level but outside, or in addition to, the immediate family). It comprises the widest spectrum of activity for example, community development, arts, sport, faith based, education, neighbourliness, youth, environmental, health and direct care.</p>

## 1. INTRODUCTION

- 1.1 The role of the Health and Social Care Board (HSCB) is broadly contained in three functions:
- To arrange a comprehensive range of modern and effective health and social services for the 1.87 million people who live in Northern Ireland;
  - To work with the Health and Social Care Trusts that directly provide services to people to ensure that these meet their needs;
  - To deploy and manage its annual funding from the Northern Ireland Executive to ensure that all services are safe and sustainable.
- 1.2 The Health and Social Care Board is responsible for contracting health and social care services across Northern Ireland. Some services are contracted directly by the HSCB and some indirectly through Health and Social Care Trust procurement.
- 1.3 The provision of a Parental Participation service will be contracted directly by the HSCB. The organisational structure and emphasis of care will be changing within HSC. At a point in time, it may be necessary to amend current details of organisations and corresponding addresses and the Provider will be advised accordingly.

## 2. OBJECTIVES

The objectives of this procurement are:

- Facilitate as required the direct participation of Parents;** Enable the perspective of Parents to influence the activities of the Children and Young People's Strategic Partnership (CYPSP) and its working groups by developing and promoting effective ways of engaging Parents using a range of evidence informed methods.
- Build capacity in service providers;** Develop and support CYPSP member organisations to develop and improve their own co-production practice with Parents.
- Support the self-empowerment of Service Users;** Develop work with Parent lead organisations to improve their capacity to engage effectively with CYPSP structures.
- Develop and maintain a knowledge base of what works;** identify evidence of best practice in co-production. Maintain and update the CYPSP Parental engagement and co-production strategy.

- e. **Demonstrate clear outcomes;** Demonstrate clear impact of co-production on CYPSP activities.

### **3. BACKGROUND**

- 3.1 The Children and Young People's Strategic Partnership (CYPSP) is a multiagency strategic partnership, consisting of senior leaders of all key agencies across statutory, voluntary and community sectors that have responsibility for improving outcomes for all Children and Young People in NI.
- 3.2 The CYPSP has been developed and supported by the Health and Social Care Board (HSCB) to support the Children's Services Planning process.
- 3.3 A core purpose of CYPSP is "To promote co-production with children, young people and their families in the CSP integrated planning process "(CYPSP Plan)
- 3.4 This tender is designed to support the delivery of this purpose.

#### **Evidence for the service specification**

- 3.5 The concept that Service Users should be involved in service design and delivery is not new, with an array of reports, information regarding and multiple governmental statements promoting the value of engagement, whilst earlier reports concentrated quite a bit in healthcare the principles apply to participation in social care and community services (Secretary of State UK 2006).
- 3.6 People expect to be involved in, and play a key role in decisions that affect all aspects of their lives, including healthcare: 'Patients and Service Users and Carers value choice' (Secretary of State UK 2006).
- 3.7 There is recognition that Service Users can often offer a common sense and practical perspective on why a service works or does not work and are best placed to work alongside Service Providers and management to inform and focus the research question (Taylor et al, 2015).
- 3.8 As Service Users and Carers are the people who are most directly affected by how the services are delivered, they are entitled to have a say in how health and social care services are designed, planned, commissioned and delivered. Yet more than a decade from the vision of the NHS plan in England, (Secretary of State UK 2000) patients, people and Service Users including children and young people remain too infrequently involved early in design processes, particularly when reconfiguring services across

geographical boundaries

- 3.9 The challenge with health and social care and community services is to take the principle of Service User involvement and apply it in practical ways across all our areas within their respective organisations. This view of Service Users being in control of their own health and care is supported in the recommendations of the Foot et al (2014) report.

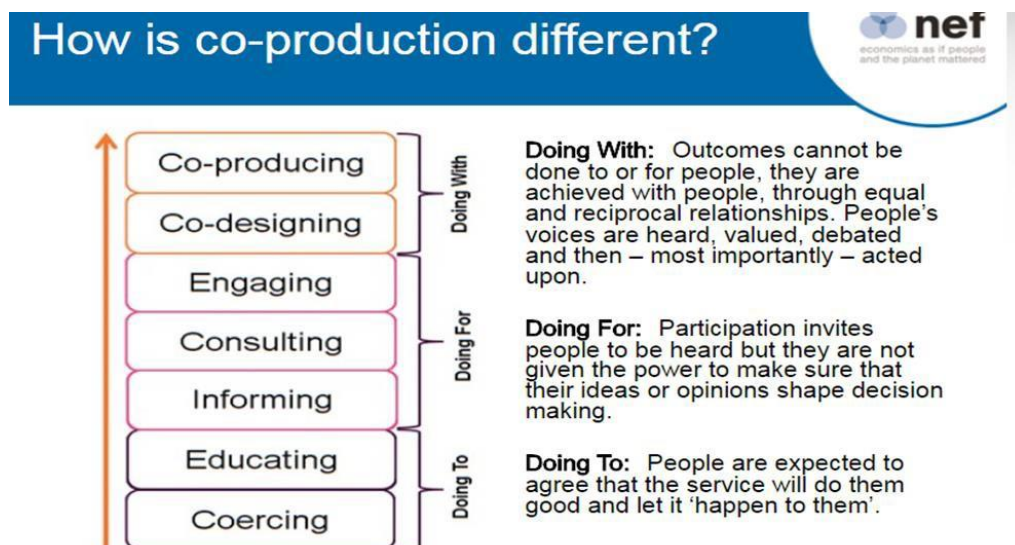
*'This is a cultural shift that is not simply about empowering patients, but empowering us all – citizens, patients, carers, clinicians, managers, and community workers – to be active and equal partners. Putting involvement truly at the forefront of policy and practice not only provides the opportunity to create an effective and sustainable health and care system, but also to contribute to a more equitable and healthier society'*

- 3.10 Various pieces of guidance and legislation including equality legislation (Section 75 of the Northern Ireland Act 1998) makes it clear that in carrying out their functions public sector organisations must have regard, amongst other things, to the importance of children and young people, and their Parents and Carers, participating as fully as possible in decisions about their individual care.
- 3.11 In October 2016, the 10-year vision to transform the health and social care system in Northern was launched by the then Health Minister Michelle O'Neill entitled, 'Health and Wellbeing 2026: Delivering Together' (DoH 2016) after considering an Expert Panel's report, led by Professor Rafael Bengoa, 'Systems, Not Structures: Changing Health and Social Care' (DoH 2016) which sets out the need for change. Whilst not specific to any grouping it has relevance to participation of families in decisions that affect their lives.
- 3.12 This document (DoH 2016) positions co-production at the top of the participation ladder. It seeks to empower Service Users and patients to design a new and reconfigured service alongside staff and politicians. Service Users' experiential knowledge and expertise was regarded as equal and reciprocal in challenging, influencing and advising on the Health and Social Care system (Patton 2017). Despite current political curtailment in North Ireland it offered another timely opportunity to explore the whole area of Service Users and Carer involvement in decision making processes in Northern Ireland.
- 3.13 Whilst initiatives to engage children and young people and their families in decision making processes are gathering momentum fundamental evidence Russell et al (2014) suggest that they are still infrequently involved early in design processes, particularly when reconfiguring services across geographical boundaries. Improvements are still needed. Health and social care organisations need to ensure that children, young people, Parents and Carers are involved in decisions about local provision. This requires the



provision of information and the supports necessary to enable participation in those decisions (Russell et al 2014).

- 3.14 A plethora of terms and often buzz words exists for lay person involvement in decision making processes. Mc Laughlin (2009 and 2010) discussed the myriad of terms in his article, “‘Client’, ‘Patient’, ‘Customer’, ‘Consumer’, ‘Expert by Experience’, ‘Service User’- What’s Next” and found most wanting depending on the relationship.
- 3.15 Participation occurs at different levels which have been described as a ‘ladder of participation first coined by Sherry Arstein. These areas cover a range of levels, at the lowest level, Parents and Carers have little influence and at the highest level they are significantly empowered.
- 3.16 More recently the term co-production has slipped into the vocabulary of organisations. At the heart of co-production is the potential to develop more equal relationships between people who use services, Carers and professionals in order to shape services that meet individual needs and improve people’s quality of life. Co-production means delivering public services in an equal and reciprocal relationship between professionals, people using services, their families and their neighbours. Where activities are co-produced in this way, both services and neighbourhoods become far more effective agents of change. See diagram by way of illustration.



3.17 **Table 1.** New Economic Foundation’s Ladder of Co-production adapted from Arsteins’s S A Ladder of Citizen Participation

3.18 Co-production and co design therefore is based on the principle that outcomes cannot be done to or for people but rather they are achieved with people.

## **Conclusion**

- 3.19 There remain frequent accounts of limited involvement of Parents and families in service design despite the drive in both policy and legislation.
- 3.20 In the area of service reconfiguration, which has been necessitated by drives on quality, improving outcomes and reducing unnecessary expenditure, it is vital that all Service Users, including children and their Parents, are involved in service design and delivery.
- 3.21 A fundamental principle for meaningful participation has been that families and children are kept well informed, so they can take part meaningfully in consultations and help shape decisions. Co-production challenges perceptions of service delivery and requires a paradigm shift in thinking by both Service Providers and Service Users to enable public services to be re designed. This change in thinking moves the relationship with services from dependency to genuinely taking control. This approach is more cost effective, more responsive, enhances empowerment and improves the coordination of services.
- 3.22 This is what the service specification on Parental Participation is intended to bring about.

## **4. AWARD**

- 4.1 The HSCB will award a single Contract to one Tenderer to deliver this Service regionally on an equitable basis.
- 4.2 The contract value will not exceed £50,000 per annum.
- 4.3 The HSCB may commission up to 40% additional service volumes should additional budget funding become available. The HSCB will allocate any additional funding available based on an assessment of the needs and subject to satisfactory performance monitoring.

## **5. SCOPE**

- 5.1 The Provider must be able to have a Parental Participation project in place at the commencement of the contract period.
- 5.2 This Contract is for an initial period of 3 years with the option to extend the contract for a further two periods of up to 12 months each. The Provider must put in place an exit strategy, to secure the satisfactory run down of the project in the final year, which details the commensurate decrease in activity and associated staffing requirements.
- 5.3 The current contract is due to end on 31st December 2021. There are some aspects of the current service which are similar to those being sought

under this procurement. The Provider must be prepared to sustain any ongoing work that falls under the scope of this procurement. The HSCB will facilitate the: identification; obtaining of consent; and, transfer of such work to the Provider.

- 5.4 The target group for the Parental Participation service is Parents of children and young people up to the age of 18 who are identified as being in need of support. In the case of Parents of looked after or disabled children this is extended to Parents of young people up to the age of 25. Prioritised groups of children and young people and their Parents are identified in the Children's Services Plan and their early intervention needs are identified and addressed through Outcomes groups, Locality planning and regional sub-groups. Where there is a need for parental participation from a specific cohort of parents, these will be identified through the avenues above and communicated to the contract holder by HSCB lead.
- 5.5 The Provider must ensure that access to the Parental Participation service is flexible and addresses the education, work and lifestyle patterns of adults within Northern Ireland who require support in relation to the Service.
- 5.6 Parents engagement with members of the CYPSP Parental Participation Project are generally in the facilities identified by the Service Provider. During the COVID Pandemic remote platforms (zoom, teams etc) have been used to facilitate engagement. Providers should consider whether the new platforms can facilitate greater participation for Parents going forward.

## 6. SERVICE REQUIREMENTS

The successful Provider is expected to deliver the aims of the Service which are defined across the following themes:

- 6.1 **Direct participation:** Development of direct participation of Parents in response to the priorities and work of CYPSP across all the CYPSP structures specifically the Locality Groups, Outcomes Groups, Regional Subgroups and CYPSP.
- 6.2 **Enabling Engagement:** Building the capacity of existing networks of Parents and Parent lead organisations to access and influence CYPSP. Existing networks in this context refers to those parent lead CYPSP partner agencies who currently contribute to planning at Outcomes and Locality levels. It is expected that the contract holder will work with these agencies to develop their capacity to access and influence CYPSP, and further identify and develop parent networks as appropriate.
- 6.3 **Developing Relationships:** Identifying and building relationships with

organisations with an interest in enabling Parents' voices to be heard in planning and commissioning of services.

- 6.4 Developing Capacity:** Offering consultancy and support as required to organisations that want to promote Parental participation.
- 6.5 Promotion of Best Practice:** Advise the CYPSP and its planning structures on best practice in Parental participation. Identify and promote 'what works'.
- 6.6 Innovation:** Develop and support a range of innovative ways of assisting Parents to engage with CYPSP.
- 6.7 Demonstrating Outcomes:** Review and demonstrate the impact that Parents have on the development of the CYPSP and its work.

## **7. REFERRALS / ACCESS / ALLOCATION**

- 7.1 The HSCB Lead will work with the contract provider to determine the type and level of access to priority groups which will be related to the priorities in the Children's Services Plan 2021-2024 and any subsequent plan.

## **8. STAFFING REQUIRED TO DELIVER THE SERVICE**

- 8.1 The Service will require a designated manager with experience in participation, practice and management of staff and service delivery.
- 8.2 The Provider will need to employ staff with experience in working with Parents.
- 8.3 The Provider should explore the potential for volunteers specifically Parents to contribute to the delivery of the service. No specific qualifications are sought.
- 8.4 The Provider must provide support and supervision to their staff and volunteers to ensure the on-going quality and development of the training provided.
- 8.5 The Provider must be responsible for ensuring that staff have access to training which enables them to meet the needs of this skilful work.
- 8.6 All staff (and volunteers if appropriate) must have completed both child protection and safeguarding vulnerable adults training at a level that is consistent with their role and function before the commencement of the contract.<sup>1</sup>
- 8.7 The Provider will be required to demonstrate that sufficient (80%+)

members of staff including sessional staff and volunteers have been trained to carry out their roles.

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<sup>1</sup> [http://www.hscboard.hscni.net/download/PUBLICATIONS/SAFEGUARDING%20VULNERABLE%20ADULTS/guidance\\_and\\_protocols/NIASP-Training-Framework-revised-7-June-2016.pdf](http://www.hscboard.hscni.net/download/PUBLICATIONS/SAFEGUARDING%20VULNERABLE%20ADULTS/guidance_and_protocols/NIASP-Training-Framework-revised-7-June-2016.pdf)

- 8.8 The Provider must be able to demonstrate that they can provide robust supervision, both management and professional as appropriate, and oversight of all their staff in addition to ensuring their on going development.
- 8.9 The Provider will ensure that all volunteers and staff employed or engaged in any capacity are satisfactorily Access NI checked and registered with their appropriate registering authority.

## 9. OUTCOMES

<b>Aim</b>	<b>Outcome</b>	<b>Indicators</b>
<b>Direct participation</b>	<p>Parents have been facilitated to directly participate in work of CYPSP in a way that develops role of Parents as active Participants in CYPSP.</p> <p>Particular attention paid to the needs of Parents vulnerable to exclusion</p>	<p>Numbers of participation exercises</p> <p>Numbers of Parents involved</p> <p>Feedback from Parents on quality of engagement and outcome</p> <p>Level of engagement of Section 75 categories</p>
<b>Enabling Engagement</b>	<p>The particular needs of Parent lead organisations are identified and they are supported to engage directly with CYPSP</p>	<p>Numbers of organisations identified and worked with</p> <p>Numbers of engagement exercises with CYPSP</p>
<b>Developing Relationships</b>	<p>Network of organisations established who are prepared to facilitate Parental engagement exercises on behalf of CYPSP and this engagement enables more effective participation practice</p>	<p>Numbers of organisations identified and Parent groups they engage with</p> <p>Numbers and types of engagement exercises each organisation has been involved in</p>

<b>Developing Capacity</b>	Improvement in the capacity of organisations involved with CYPSP to engage constructively with Parents	Number and type of training events  Range of Participants  Participant feedback on capacity building exercises
<b>Promotion of Best Practice</b>	CYPSP processes and structures are informed by best practice in Parental engagement	Identification of what works in Parental engagement in CYPSP  Number and range of promotional activities across CYPSP  Promotion of CYPSP work in Parental participation
<b>Innovation</b>	A range of innovative methods employed to deliver Parental participation	Types of methods developed and used  Demonstration of effectiveness of methods employed
<b>Demonstrating Outcomes</b>	The views of Parents have made a difference to CYPSP  The CYPSP participation strategy evolves to reflect best practice through experience	Identification of evidence of Parental participation directly influencing CYPSP  CYPSP participation strategy is reviewed and refreshed annually

## 10. MONITORING

10.1 Progress will be monitored and measured through an Outcomes and Performance Management Framework using measurement tools to reflect an Outcomes Based Accountability (OBA) approach.

10.2 The HSCB will monitor the outcomes of individual services against a set of key measures under the following broad headings:

- How much did we do? –i.e. the quantity of service delivery

- How well did we do it? – i.e. the quality of service delivery
- Is anyone better off? – i.e. the quality of effect of the service on Service Users and their Carers.

10.3 The most relevant indicators of population-wide outcomes for this project have been identified and will feed into the process of finalising those for monitoring on an on-going basis. The primary performance measures for the project are outlined at Schedule 1 of the E document: Terms and Conditions of Contract. Performance measures for this project may be further refined with the Provider.

#### 10.4 Performance Requirements

Aim	Indicator	Volume
<b>Direct Participation</b>	Numbers of direct participation exercises	At least 1 direct participation exercise per quarter  All indicator information collected as per section 4 of the specification
	Numbers of Parents involved in direct participation exercises	
	Feedback from Parents on quality of engagement and outcome	
	Level of engagement of Section 75 categories	
<b>Enabling</b>	Numbers of organisations	Direct contact with at least 4 organisations.**
<b>Engagement</b>	Identified and worked with Numbers of engagement exercised with CYPSP	Organisations per quarter.  At least 1 organisation facilitated to engage with some part of the CYPSP structure or process.  All indicator information collected as per section 4 of the specification.
<b>Developing Relationships</b>	Numbers of organisations identified and Parent groups they engage with.	Direct contact with at least 4 organisations.**
	Numbers and types of engagement exercises each	All indicator information collected as per section



	organisation has been involved in.	4 of the specification.
<b>Developing Capacity</b>	Number and type of training events.	At least 2 training events per annum with all indicator information collated as per Section 4 of the specification.
	Range of Participants.	
	Participant feedback on capacity building exercises.	
<b>Promotion of Best Practice</b>	Identification of what works in Parental engagement in CYPSP.	Provide content on quarterly basis to CYPSP website to maintain the Parental participation part of the site.  Undertake at least 2 promotional 'best practice' events per year.  All indicator information collected as per Section 4 of the specification.
	Number and range of promotional activities across CYPSP.	
	Promotion of CYPSP work in Parental participation.	
<b>Innovation</b>	Types of methods developed and used.	At least 2 examples per annum of innovative practice and clear evidence of effectiveness.
	Demonstration of effectiveness of methods employed.	
<b>Demonstrating Outcomes</b>	Identification of evidence of Parental participation directly influencing CYPSP.	Annual report of all activity will include evidence of at least 2 clear examples of where CYPSP was influenced Parents facilitated by the Provider.  Participation strategy reviewed annually and recommendations for change identified.
	CYPSP participation strategy is reviewed and refreshed annually.	

***\*\*Direct contact with a different set of 4 organisations is not required for each performance indicator and overlap is permitted.***

## **11. COMMUNICATIONS AND WAYS OF WORKING**

11.1 The Provider will be committed to involving Service Users and Carers and specialist user, advocacy, representative and special interests groups in assessing and improving the quality of service provision.

11.2 The Provider must –

- Respond and adapt the Service to work within any relevant initiatives that may develop during the lifetime of the contract;
- Be willing to work in partnership with other statutory and non-statutory organisations and signpost or refer on for support services with other organisations as necessary;
- Participate in meetings with HSCB and sharing of learning and best practice across the region;
- Participate in relevant meetings at the request of the HSCB
- Develop mechanisms for storing and sharing of information relating to the client in line with HSCB core standards as defined in the Contract, relevant legislation, and any information sharing protocols that are in place, as part of the Terms and Conditions of Contract (E Document);
- Report all Adverse Incidents using the email address [adverseincidents@hscni.net](mailto:adverseincidents@hscni.net) within 72 hours of any incident occurring;
- Engage with the HSCB to facilitate access to Service Users, when requested, for the purpose of wider engagement with Service Users to help inform HSCB commissioning intentions;
- Provide services that are accessible to people with a disability and have arrangements to enable access for people whose first language is not English if required.

## **12. CONTRACT MANAGEMENT**

### **Management and Communication Arrangements**

12.1 The Provider must nominate a lead person who will manage this contract on their behalf. This will include dealing with communications, service levels, complaints, reporting and attendance at regular monitoring review meetings with HSCB. They must also provide advice and support to the volunteers;

12.2 The Provider must have in place, appropriate policies and procedures to meet HSCB and professional standards which are periodically reviewed and updated as required. The HSCB reserves the right to inspect policies and procedures prior to award of Contract or at any time during the life time of the Contract;

- 12.3 The Provider must continue to maintain for the duration of this contract, the appropriate infrastructure to meet the standards and deliver the Service. HSCB reserve the right to inspect the Service prior to award of Contract and at any time during the life of the Contract and to ensure that appropriate infrastructure is in place;
- 12.4 The Provider must make arrangements to ensure effective monitoring of the Service and record keeping and provide monitoring reports to the HSCB as specified in Schedule 1 of the Terms and Conditions of Contract document;
- 12.5 The Provider must facilitate visits of the HSCB's monitoring officers and provide them with required information. The HSCB reserves the right to make unannounced visits;

### **Data Protection Considerations**

- 12.6 The Provider must have confidentiality and information sharing protocols in place which aim to improve communication between statutory, and non-statutory organisations regarding the delivery of services when appropriate.
- 12.7 All confidentiality and information sharing protocols must be in line with data protection legislation (<http://www.legislation.gov.uk/ukpga/1998/29/contents>) (<https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr>) and the Information Commissioner's Office "Data Sharing Code of Practice". ([Data sharing: a code of practice | ICO](#));
- 12.8 The Provider must have in place suitable data management systems to meet the HSCB requirements to safeguard client information. Good data management and record keeping is essential as a means of telling the HSCB what, where and when something was done, why a decision was made, who was involved and under whose authority. It provides evidence of activity and promotes accountability and transparency.
- 12.9 The principles of good record keeping apply to all types of records regardless of how they are held and should be maintained in line with the DHSSPS (NI) "Good Records Good Management Policy" 2004 (updated December 2011) ([Good management, good records | Department of Health \(health-ni.gov.uk\)](#)).

## **13 CONTINUITY OF SERVICES**

- 13.1 The current contract is due to expire on 31<sup>st</sup> December 2021. The HSCB will expect any new Provider to ensure continuity of provision to any person who may be in receipt of the current Service. Any proposal must take into account how the needs of this cohort of existing target group can continue to be met.

- 13.2 The HSCB as the statutory authority will facilitate the obtaining of informed consent for the transfer of the minimum necessary personal data for current and past Service Users, to any new Provider if applicable.
- 13.3 The Provider must consider their obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2009 (TUPE) and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (SPC). Tenderers are strongly advised to obtain their own independent and expert legal advice in relation to the applicability and impact of these Regulations.
- 13.4 The Provider must have in place a plan that ensures continuous delivery of the Service including capacity and contingency arrangements to manage any potential risk to Service provision caused by staff absence or any other unforeseen event including, but not restricted to, financial instability.

## **14 EXIT STRATEGY**

- 14.1 It is the responsibility of the Provider to have an exit strategy which includes passing all records held and information generated in respect of this Contract to the HSCB in a timely manner. This exit strategy will need to be agreed in good time before the end of the Contract and must result in the minimum of disruption for Service Users.

## **15 EXTENSION**

- 15.1 In the event that (a) prior to the end of the Contract Period, the HSCB commences a procurement exercise for the provision of the Services and (b) that:
- i. The said procurement is not completed in full or in part prior to the end of the Contract Period due to delay or abandonment; or
  - ii. no Contract (s) can be awarded prior to the end of the Contract Period as only irregular or unacceptable Tenders were received in response to the said procurement; or
  - iii. no Contract (s) can be awarded prior to the end of the Contract Period as no suitable Tenders were received in response to the said procurement; or
  - iv. no Contract (s) can be awarded prior to the end of the Contract Period as the said procurement is the subject of a legal challenge preventing the award of the contract(s),
- 15.2 The HSCB reserves the right to extend the Contract for up to three further periods, each of 6 months, to facilitate a further procurement competition, or to make alternative arrangements for the provision of the

Service. Any such extension pursuant to this clause shall be subject to the same terms and conditions of Contract and the same price arrangements as applied immediately prior to the end of the Contract Period. The value of any extension(s) will be based on historic and/or projected usage over the period of the extension.

## **16 USE OF NEXT RANKED TENDERER**

16.1 In the event any subsequent Contract is terminated in accordance with the provisions of the terms and conditions, the HSCB reserves the right to offer the second ranked Tenderer in this Tender, the opportunity to enter into a Contract, provided the original terms (including price) offered by that Tenderer remain unchanged from those originally offered by that Tenderer during the course of this Tender. Should this not be the case and/or the second ranked Tenderer declines, the HSCB reserve the right to approach the next ranked Tenderer in turn on the same basis. This will continue until all ranked Tenderers have been exhausted or if the HSCB determines, at its sole discretion, to retender. This right will exist throughout the initial Contract period.

## **Appendix 1: Safeguarding and Protection for Children and Vulnerable Adults**

The Safeguarding Board Northern Ireland (SBNI) Child Safeguarding Learning and Development Strategy and Framework 2015 – 2018, sets out guidance on training for staff working with Children <sup>2</sup>

The strategy and framework is aimed at all SBNI member agencies, any agencies providing services to a member agency under contractual/service level agreement and is applicable and relevant to all organisations and individuals who come into contact with children and young people, and their families. It also includes those who work with adults who are Parents or have contact with children and young people through the course of their work and/or Service Users who have contact with children.

The framework has been designed in 4 levels which are not incremental but offer a continuum of learning and development where an individual may move between levels.

Each organisation is responsible for determining if staff/volunteers require a certain level within a specific timeframe from date of appointment. Where possible, organisations / individuals should take a multi-disciplinary/multi-agency approach to accessing learning and development.

At each level, the framework identifies:

- 17 Safeguarding knowledge and skills
- 18 Key learning outcomes
- 19 Target audience
- 20 Potential development opportunities
- 21 Organisational responsibility for implementation

### **The 4 levels include:**

Level 1) All staff/volunteers within the organisation

Level 2) All staff/volunteers who have direct contact with:

- Children and young people
- Adult Carers/Parents and those who have regular contact with children.
- Adults known or suspected of posing a risk to children and young people.

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<sup>2</sup> See Appendix 1.

Level 3) All staff/volunteers who:

- Could potentially contribute to assessing, planning, intervening and evaluating the needs of children and Parental capacity where there are safeguarding issues
- Have a managerial or supervisory role

Level 4) All staff/volunteers with specialist safeguarding roles and responsibilities.