



Contract Framework for Spring Care For You Children's Home's Working with Local Authority

This Contract is made on between:

Local Authority: , with its principal office at

Spring Care For You Ltd: , with its principal office at

Purpose:

This contract sets forth the terms and conditions under which the Children's Home will provide care and accommodation for children referred by the Local Authority.

1. Definitions

1.1. "**Local Authority**" refers to the governing body responsible for child welfare services within the specified jurisdiction. 1.2. "**Children's Home**" refers to the facility providing care, support, and accommodation for children in need. 1.3. "**Children**" refers to individuals under the age of 18 placed in the care of the Children's Home by the Local Authority. 1.4. "**Care Plan**" refers to the documented plan outlining the care, education, and developmental needs of each child.

2. Duration of the Contract

2.1. This contract shall commence on 11 September 2024 and continue until 14 August 2024 or until terminated by either party in accordance with Section 10 of this contract.

3. Obligations of the Provider Spring Care For You

3.1. Care and Welfare

Spring Care For You Children's Homes, agree to provide a safe, supportive, and nurturing environment for all children placed by the Local Authority.

This includes:

- Adhering to all relevant statutory requirements and regulations.
- Provision of correctly trained staff who can support the children at the correct staffing ratios as agreed in the Local Authority Care Plan.
- Implementing individualised Placement Plans for each child to ensure the outcomes of the Local Authority Care Plan and relevant health and education plans.



- Providing a good standard of food, housing, clothing, education, social support and healthcare at our home

3.2. Staffing and Training

Spring Care For You Children's Homes shall:

- Employ adequately trained and qualified staff.
- Ensure that children are supported according to a therapeutic parenting model (such as PACE) and our staff are training to understand trauma informed care and the effects of trauma on a child or young person's presenting behaviour.
- Provide ongoing professional development, supervision and training for staff.
- Maintain appropriate staff-to-child ratios in line with regulatory standards.

3.3. Health and Safety

Spring Care For You Children's Homes shall:

- Ensure that all facilities and premises comply with health and safety regulations.
- Conduct regular risk assessments.
- Implement effective safeguarding policies and procedures.
- Ensure that the Local Authority and Professional/Regulatory bodies are notified of any safeguarding issues and/or concerns in a timely manner so that appropriate action can be taken to keep the children safe at all times.

3.4. Education and Development

Spring Care For You Children's Homes will:

- Ensure that all children have access to appropriate educational, assessments, interventions and opportunities.
- Support the physical, emotional, and social development of each child.
- Ensure that the children are supported to explore new social experiences and activities in their local communities including clubs and appropriate peer groups
- Support the children and young people to develop their independence skills

3.5. Reporting and Communication

Spring Care For You Children's Homes shall:

- Maintain accurate and up-to-date records for each child.
- Provide regular reports to the Local Authority on the progress and welfare of each child.
- Notify the Local Authority immediately of any significant incidents, including accidents, illnesses, or breaches of care.



4. Obligations of the Local Authority

4.1. Referrals and Placement

The Local Authority agrees to:

- Refer children to the Spring Care For You Ltd in accordance with the Local Authorities procurement procedures and agreed contracting criteria.
- Provide comprehensive background information and any relevant documentation about each child to be placed.

4.2. Care Plan Development and Review

The Local Authority will:

- Collaborate with the Spring Care For You Children's Home to develop and review Care Plans within statutory timeframes.
- Conduct regular reviews of the placement to ensure the child's needs are being fully met.
- To work with the provider (Spring Care For You) to provide additional resources for the child or young person where these have been identified in the care plan.
- Ensure that there are clear contact arrangements for the child/young person
- Ensure that there are clear arrangements for schooling, education/training or local apprenticeship opportunities in place and maintain close links with Spring Care For You Ltd to follow up on educational assessments and outcomes for the child.
- To monitor the quality of the service provision on a regular basis and provide feedback and support to the provider where areas of service improvement have been identified.
- To ensure that the care home is supported with regards contact arrangements with family/friends and other individuals that the child/young person is close to (where appropriate within the child's Care Order)

4.3. Financial Arrangements

The Local Authority shall:

- Pay the agreed-upon fees for each child's care as detailed in Schedule A.
- Ensure that all payments are made in a timely manner in accordance with the Local Authorities payment schedule.
- Reimburse the Children's Home for any agreed-upon additional costs, such as medical expenses or waking night staff etc. Once the request has been approved by a Director for Children's Services (or a manager with the necessary level of authority).



4.4. Support and Monitoring

The Local Authority agrees to:

- Provide ongoing support to the Children's Home, including regular visits and assessments.
- Monitor the care provided to ensure compliance with regulatory standards.

5. Fees and Payment

5.1. The fees for the services provided by the Children's Home shall be as set out in Schedule A of this contract. 5.2. Payments shall be made (please define payment terms) , in arrears, to the Children's Home by the Local Authority. 5.3. In the event of a dispute over fees, both parties agree to resolve the issue in accordance with the dispute resolution process outlined in Section 9.

6. Safeguarding and Child Protection

6.1. All Spring Care For You Children's Homes have in place robust safeguarding and child protection policies that comply with national standards and OFSTED regulations.

6.2. The Local Authority shall ensure that all children placed are supported by a designated social worker who will oversee the child's welfare.

7. Confidentiality

7.1. Both parties agree to maintain the confidentiality of all personal and sensitive information relating to the children, in accordance with the Data Protection Act 2018 and GDPR.

8. Liability and Insurance

8.1. The Children's Home shall maintain appropriate public liability and employer's liability insurance.

8.2. The Local Authority shall indemnify the Children's Home against any claims arising from the actions of the Local Authority or its agents.



9. Dispute Resolution

9.1. In the event of a dispute arising out of or relating to this contract, both parties agree to:

- Attempt to resolve the matter informally through negotiation.
- If unresolved, refer the matter to mediation.
- If mediation fails, resolve the dispute through arbitration or legal proceedings.

10. Termination

10.1. This contract may be terminated by either party with 28 days' written notice.

10.2. Immediate termination may occur if either party breaches a material term of the contract, subject to a right to remedy the breach within [14] days.

11. Amendments

11.1. Any amendments to this contract must be agreed upon in writing and signed by authorized representatives of both parties.

12. Governing Law

12.1. This contract shall be governed by and construed in accordance with the laws of United Kingdom.

13. Signatures

For the Local Authority:

Name: _____

Title: _____

Signature: _____

Date: _____

For Spring Care For You:

Name: David Chadwick

Title: Responsible Individual

Signature: _____

Date: 11 September 2024



Schedules:

- **Schedule A:** Fees and Payment Schedule
- **Schedule B:** Referral and Placement Criteria
- **Schedule C:** Reporting Requirements
- **Schedule D:** Safeguarding Policies and Supporting Documentation

Schedule A:

In accordance with the Provider Framework, our fees are as follows:

24 Hour 1-1 Support	Rate £700 per day
Sleep In staff member	Rate £ 48.00 per night
Additional staff member	Rate £28.00 per hour
Waking Night staff member	Rate £30.00 per hour

Please note. Placements that are purchased 'off framework' will be costed on an individual basis, based on the needs of the child or young person.