

KPI	Measurement Period	Performance Measure	Service Period (calendar month is set as standard within the T's & C definitions but may need to be amended if appropriate)	Monitoring method	Performance Objective/ Service Credit applied
10. Social Value Performance Indicator 5	Measured bi-annually (every 6 months) in March 2022 & September 2022 until contract end.	100% of contractor's staff that require it accessing mental health and wellbeing support.	As defined	Management reporting	No

Table 2 Service Levels

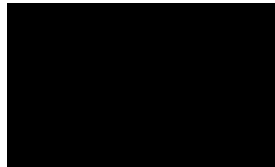
Service Level	Measure	Compliance
Administration/Communication	Respond proportionately to 100% of participant programme queries within two business days of receipt ⁶ . In delivering the services, the Contractor shall therefore offer a responsive and supportive service to applicants.	100% - DFE monitoring
Delivery	Set up appropriate technology to deliver the support remotely. Technology should be adequate and meet the minimum specification of the programme as detailed in Specification 1.	
Finance	Ensure invoices are submitted to DFE within ten business days of the end of the relevant charging period/completion of the activity.	
Complaints	Ensure all administrative personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DFE within 3 business days.	
Evaluation	Ensure participant evaluation of programme is shared with participants within two business days of programme completion.	
	Contribute and cooperate with intended independent evaluation of programme.	
Reports and meetings	Attend start up meeting following contract signatures.	
	Submit a monthly written report within two business days of the scheduled contract meeting.	
	Monthly contract management meetings, to update on progress against milestones and KPIs, budget management and planned expenditure, evaluation (including feedback from participants) and delivery risks/issues/mitigations.	
	Provide an annual certificate of expenditure.	
	Ensure learning from the delivery of the programme (including participant feedback) is used to inform any proposed adjustments to the programme where appropriate, subject to DFE approval.	
Commercial management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DFE or Contractor to ensure paperwork is issued in a timely fashion when change required).	

⁶ We would expect, for example, a generic holding email to be sent to all enquiries and a specific, personalised response to sign up requests or specific queries.

Schedule 5

Implementation Plan

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. The Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.
3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1 in accordance with the provisions of the Contract; and
 - 3.2 in a manner that maintains the continuity of Services to the DFE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DFE monthly (or more frequently if so required by the DFE) on its performance.



Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DFE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
4. The DFE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DFE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DFE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.
6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.
7. The DFE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
8. The DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
9. The DFE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

:

Contract Number		DFE Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	DFE <input type="checkbox"/> Contractor <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	

Revised daily rate (if applicable)			
Impact on original contract (if applicable)			
Supporting Information (please attach all supporting documentation for this Change Control)			
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.		
Variation Agreed <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </td> <td style="width: 50%; vertical-align: top;"> For the DFE: Signature..... Full Name..... Title..... Date..... </td> </tr> </table>		For the Contractor: Signature Full Name Title Date	For the DFE: Signature Full Name Title Date
For the Contractor: Signature Full Name Title Date	For the DFE: Signature Full Name Title Date		

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	
Date received		EC Reference	

Key Sub-Contractor Name and Address (if not the same as the registered office)	Registered Office and Company Number	Related Product/Service Description	Sub-contract Price expressed as a percentage of total projected Charges over Term	Role in delivery of the Services
WPO (Workplace Options)	Ealing Cross, 85 Uxbridge Road, London W5 5TH Company number: 02436931	Counselling services	30%	Subcontractor for delivery of one-to-one telephone counselling

Schedule 8

Processing Data (Data Protection Act)

Definitions

"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA"	The Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject"	has the meaning given in the DPA;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	shall have the meanings given in the GDPR;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)

“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680)
“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 8 Annex 1. The only processing that the Processor is authorised to do is listed in Schedule 8 Annex 1 by the Controller and may not be determined by the Processor

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Schedule 8 Annex 1 , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Processor's duties under this clause;
- (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

SCHEDULE 8 ANNEX 1

Processing, Personal Data and Data Subjects

This Schedule shall be 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.

- 1 The contact details of the Controller's Data Protection Officer are: [REDACTED]
- 2 The contact details of the Processor's Data Protection Officer are: [REDACTED]
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Schedule 8 Clause 1.1.
Subject matter of the processing	<p>The primary purpose of the contract is to offer a programme of support to school leaders, to help meet their mental health and wellbeing needs, in support of the Department's COVID-19 response.</p> <p>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide counselling and/or group peer support services to school leaders.</p>
Duration of the processing	Processing will begin upon contract start (contract signatures) and end on 31 st March 2023.
Nature and purposes of the processing	<p>The nature of the processing will be: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing: Applicant eligibility assessment, applicant / participant communication</p>
Type of Personal Data	Role in education, First name, Last name, E-Mail, Phone number, Gender, Ethnicity, Organisation name and address

Categories of Data Subject	Teaching workforce – See eligibility criteria in Schedule 1
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal data may be kept on the Contractor's systems for a maximum of five years and will then be deleted unless we receive explicit consent to retain them.

Schedule 9

Commercially Sensitive Information

Commercially Sensitive Information	For period ending on date below
TQ1 [Education Support] – Response to TQ1	31 st March 2023
Document 3b_Cost Matrix_v1.2	31 st March 2023

Schedule 10

The Contractor's Solution

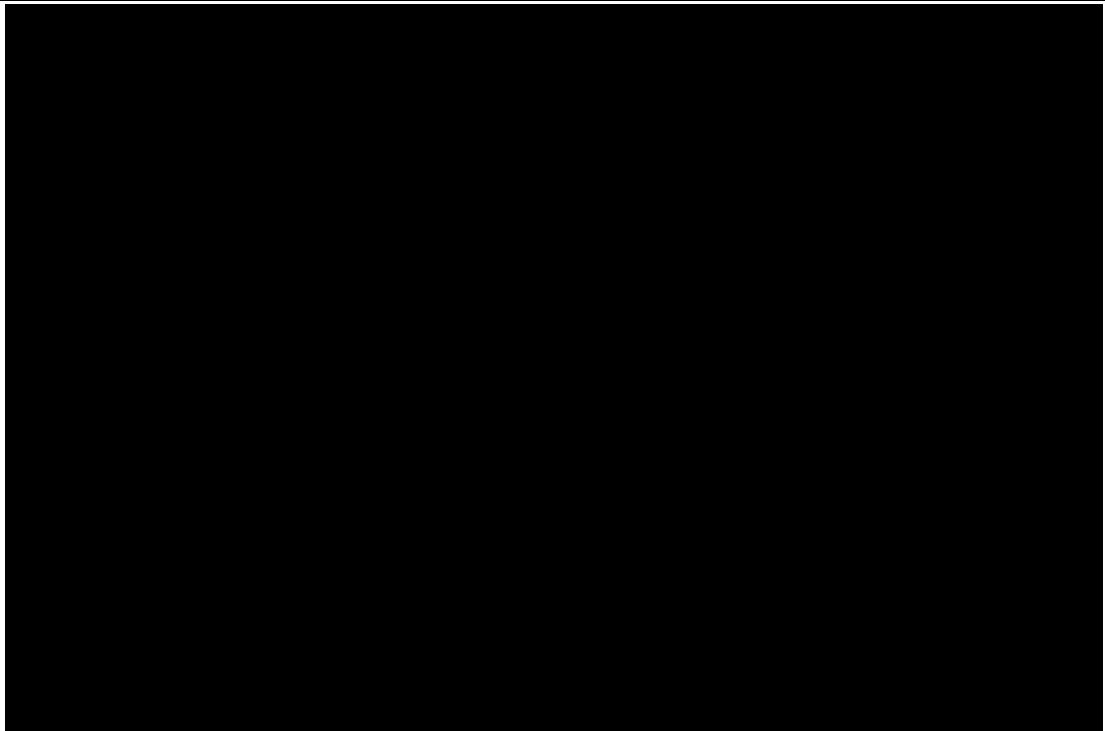
Note: The Contractors solution was submitted via Jaggaer on 2nd August 2021. The following clarification was asked on 18th August 2021:

Please confirm by 10.00hrs on 19th August 21, if your tender and tendered rates still stand, if your variable assumption regarding take up of "One-to-one professional supervision with a qualified professional supervisor" is set at zero i.e., the level of take up of "One-to-one counselling as provided in our previous DfE School Leader pilot" is 537.

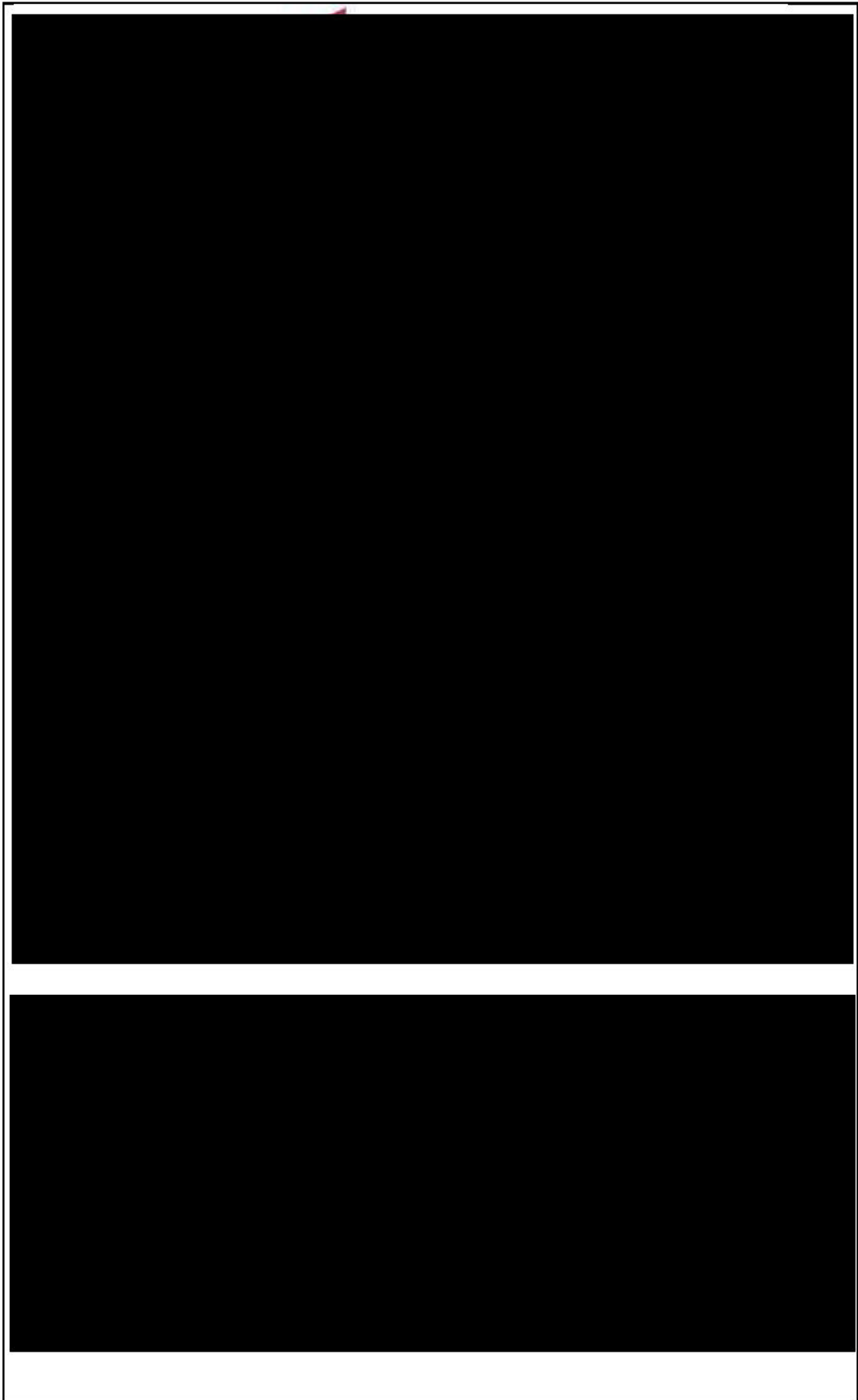
Contractor Response received 18th August 2021:

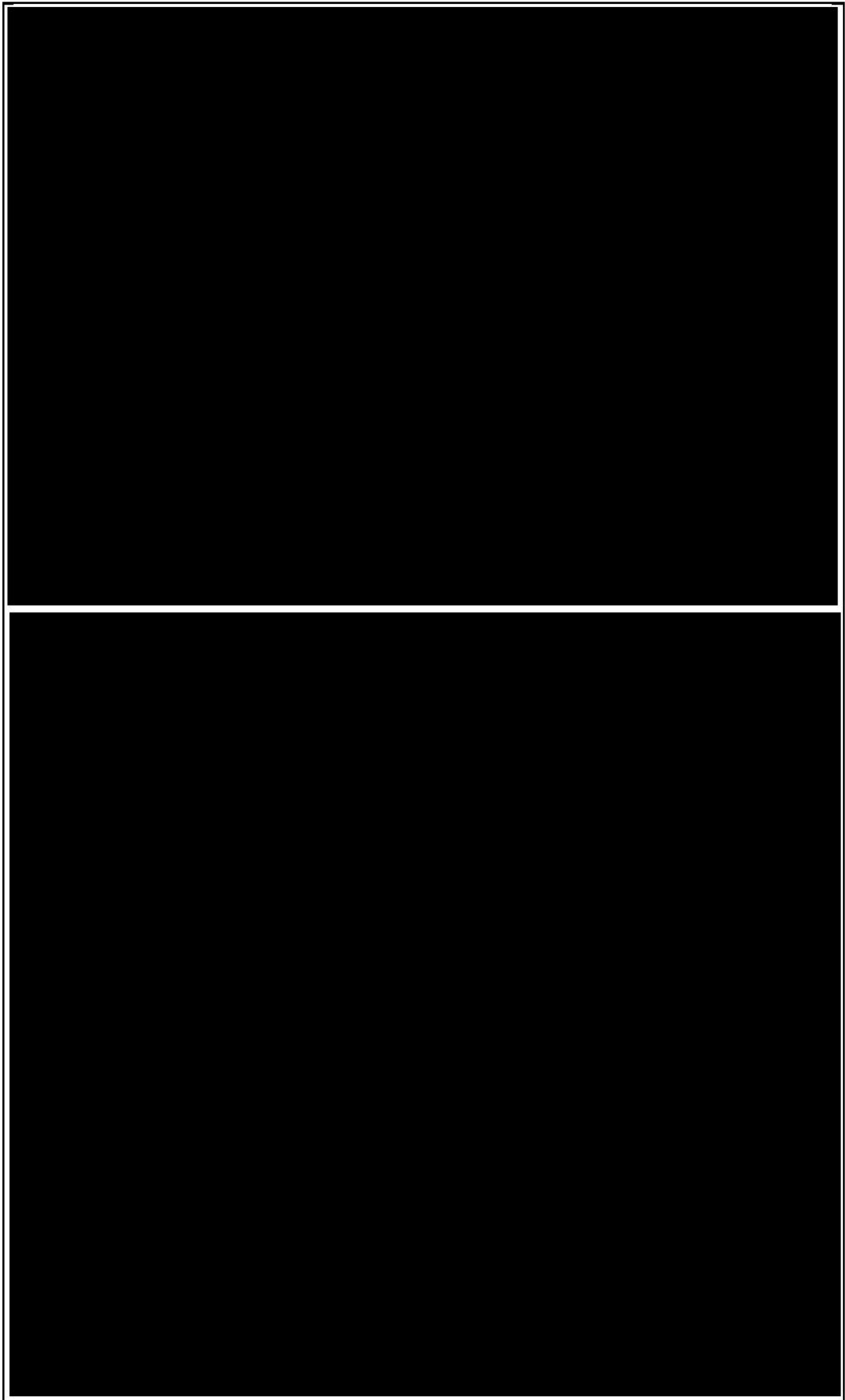
I can confirm that yes, our tender and tendered rates still stand if take up of "One-to-one professional supervision with a qualified professional supervisor" is set at zero and the level of take up of "One-to-one counselling as provided in our previous DfE School Leader pilot" is 537.

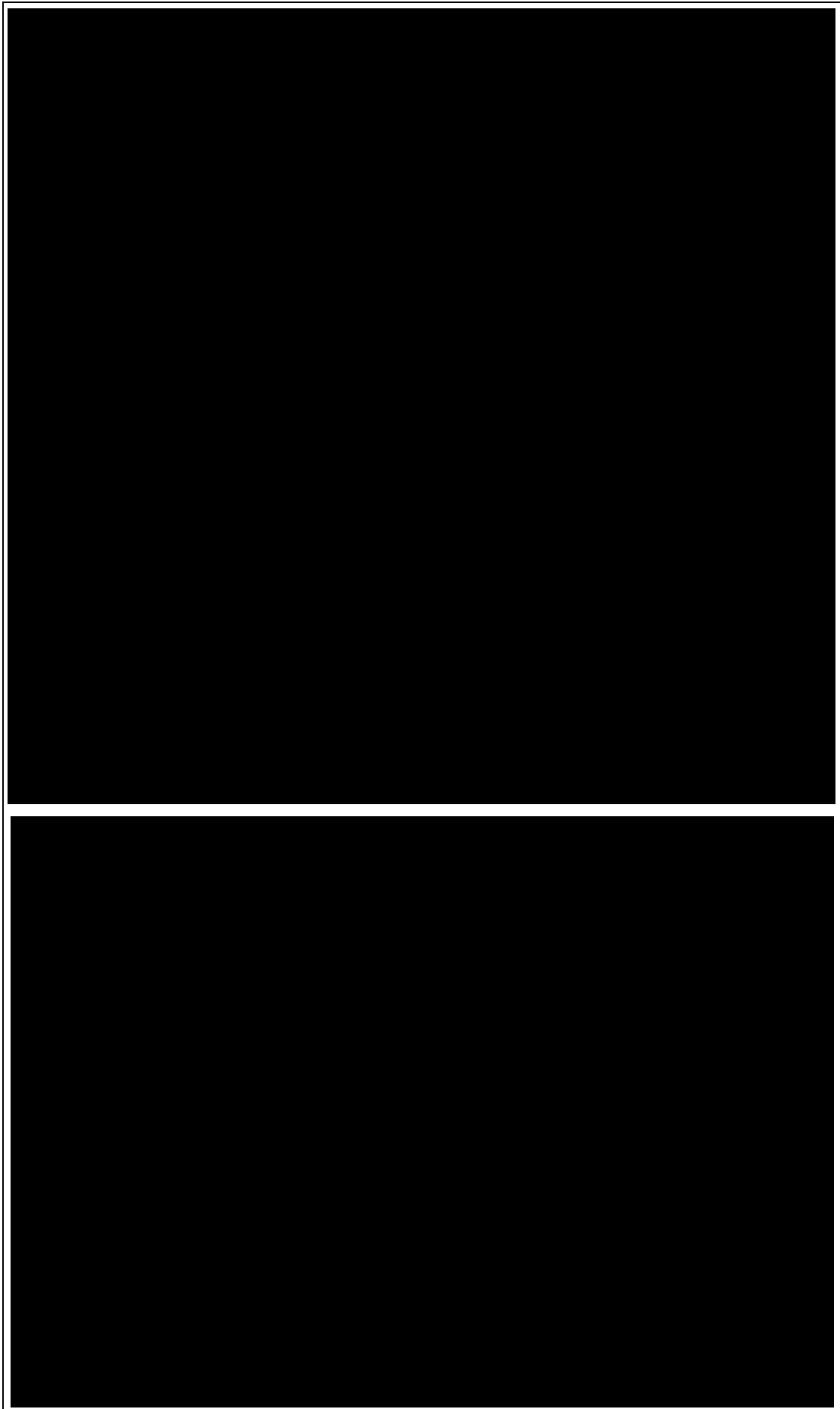
Number	Question	Max. available score
<u>Technical Question 1 – Programme Delivery</u>	<p>Please set out your overall approach and strategy for the successful delivery of the programme and achievement of the objectives set out in the specification.</p> <p>Your response shall include:</p> <ul style="list-style-type: none"> - An overarching delivery method that meets the stated programme requirements, including a clear rationale and relevant evidence supporting the approach. - Evidence that demonstrates your capability and capacity to successfully deliver the contract, including details of the proposed roles and responsibilities of all parties involved in programme delivery. - Evidence that demonstrates previous or current successful delivery of similar or related services. - Completed Tenderers Annex G - Implementation Plan (showing key delivery milestones and critical path). <p>(max. 1500 words)</p>	35
Tender response:		
<p>Overarching delivery method</p> <p>peer support groups and provision of individual support. We'll deliver peer support to 1463</p>		



Delivery model diagram:









Number	Question	Max. available score
<u>Technical Question 2 – Marketing and Branding</u>	<p><i>Please set out your strategy and approach for successfully marketing and branding the programme, in line with the requirements set out in the specification.</i></p> <p><i>Your response should include:</i></p> <ul style="list-style-type: none"> - <i>Clear evidence and rationale to support your approach.</i> - <i>Proposed methods and mediums for marketing and branding.</i> - <i>Details of any networks or forums your organisation intends to utilise, to support effective marketing and branding.</i> - <i>Considerations in relation to communication and marketing to achieve participant numbers, required geographical coverage and eligibility criteria.</i> - <i>Demonstration on how the proposed approach will have regard to section 149 of the Equality Act 2010 (the Public Sector Equality Duty⁹).</i> - <i>Explanation on your approach for ensuring those who most need support, are prioritised.</i> <p><i>(max. 500 words)</i></p>	15
Tender response:		
<p>We are trusted in the education sector, and are familiar with this programme. This equips us to improve existing marketing plans, meet programme targets and reach eligible audiences.</p> <p>We understand the challenges faced by school leaders and can develop messaging that resonates and makes eligibility criteria clear. We hold strong relationships with sector influencers and trade media. This programme will be a key priority for our education marketing</p>		

⁹ The relevant protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex; sexual orientation.

team.

Our launch campaign will initially target small or standalone academy trusts and small maintained schools, allowing us to reach schools most likely to have eligible leaders, by segmenting our extensive schools database.

Once we have secured a response from this cohort, we'll activate marketing for wider audiences.

We'll develop branded materials for use across these channels:

- Our extensive database of 102,000 contacts (excluding EAP customers), incl. LA contacts
- Social media (45,000+ followers)
- Trade media incl. TES
- Our website (750,000 visitors in 2020/21)
- Extensive, sector-specific speaking opportunities (we addressed 4,000+ educators last year)

Additional tactics:

- Press launch boosted by participant case studies and statistics from our 2021 Teacher Wellbeing Index
- Videos of facilitators discussing benefits of service
- Quarterly wellbeing webinars for school leaders
- Word of mouth promotion via previous participants

Our sector relationships give us access to speaking opportunities and internal marketing channels e.g.:

- NAHT's (Charity of the Year 2021)
- Unions: NASUWT, NEU, ASCL
- Governors for Schools
- National Governors Association
- Confederation of Schools Trusts
- Teaching Schools Council
- Regional Schools Commissioners
- Chartered College of Teaching
- Twinkl
- LGA – Workforce & HR network
- Strong network of teacher advocates and social media influencers to share via own networks
- Marketing in school leader Facebook groups
- A range of local authorities and local networks e.g. Leeds, Rotherham, Cumbria, Bristol, Haringey, Derbyshire, Fenland and East Cambridgeshire Opportunity Area, Devon DSLS,

We'll schedule communications to ensure highest levels of engagement.

We can achieve geographical spread and will add a mid-way assessment point, to assess spread and diversity. Targeted activity will address gaps e.g.:

- Regional segmentation of database for targeted campaigns
- Tailored messaging for key regions and groups
- DfE regional networks
- Targeting DfE regional networks, regional union groups, relevant councils and networks for specific identities
- Regional media
- Local case studies

We have a good understanding of social media networks to target for promotional activity, including:

- Black teachers network
- BAMEed Network
- Women in teaching
- LGBT Ed
- Disabled Teachers Network

Teacher Wellbeing Index 2021 has a larger BAME respondent pool. These data will inform messaging development for this audience.

We will initially target the schools most likely to have eligible leaders, via data segmentation (excluding our EAP customers).

The types of schools most likely to have eligible leaders are listed above. These schools do not have the resources to offer robust support to their leaders. We understand the challenges faced by this population, and can market to them effectively.