**CONTRACT FOR ASSESSED AND SUPPORTED YEAR IN EMPLOYMENT**

**THIS CONTRACT IS DATED 30 March 2022**

**Parties**

**1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (“the Department”); and**

**2) Skills for Care Ltd, whose registered office is at 6 Grace Street, West Gate Leeds LS1 2RP (“the Contractor”)**

**Recitals**

The Contractor has agreed to enable the Department’s support to Newly Qualified Social Workers through funding of the Assessed and Supported Year in Employment (ASYE) on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is **CON\_13495.**

**1 Interpretation**

**1.1** In this Contract the following words shall mean: -

|  |  |
| --- | --- |
| “the Services”" | the services to be performed by the Contractor as described in Schedule 1; |
| "Affiliate" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; |
| “Central Government Body” | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department;  (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  (c) Non-Ministerial Department; or  (d) Executive Agency; |
| “the Contract Manager” | Abbas Rasool, Department for Education, St. Paul’s Place, Sheffield {POSTCODE] |
| “Contract Period” | The start and end date of the contract as set out in Clause 2 subject to any extensions. |
| "Contractor Personnel" | all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor; |
| “the Contractors Contract Manager | \*\*\* name of the Contractors Contract Manager\*\*\* |
| “Confidential Information” | the Department's Confidential Information and/or the Contractor's Confidential Information; |
| "Contracting Department" | any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department; |
| "Contractor Personnel" | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
| “Contracts Finder” | the Government’s publishing portal for public sector procurement opportunities. |
| "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"** shall be interpreted accordingly; |
| “Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer” | take the meaning given in the DPA 2018 |
| **“**Crown” | means Queen Elizabeth II and any successor |
| "Crown Body" | any department, office, or agency of the Crown; |
| “Data Loss Event” | any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 2018” | 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” | 1. the GDPR, the LED and any applicable national implementing Laws as amended from time to time 2. the DPA 2018 to the extent that it relates to processing of personal data and privacy; 3. all applicable Law about the processing of personal data and privacy; |
| “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. |
| "Department’s Confidential Information" | all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential; |
| "Department's Intellectual Property Rights" | means all Intellectual Property Rights comprised in or necessary for or arising from the performance of the Consultancy Services |
| "Environmental Information Regulations" | the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations; |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation; |
| “GDPR” | the General Data Protection Regulation (Regulation (EU) 2016/679) |
| “Her Majesty's Government” | means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Intellectual Property Rights" | means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988 |
| “Joint Controllers” | Where two or more Controllers jointly determine the purposes and means of processing |
| “Law” | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, 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. |
| “Property” | means the property, other than real property, issued or made available to the Contractor by the Client in connection with the 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 such measures adopted by it including those set out in the Contract. |
| “Regulatory Bodies” | those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and **"Regulatory Body"** shall be construed accordingly. |
| "Request for Information" | a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations; |
| "SME" | means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions. |
| "Sub-contractor" | the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents; |
| “Sub-processor” | any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract |
| “VCSE” | means a non-governmental organisation that is value-driven and which principally  reinvests its surpluses to further social, environmental or cultural objectives. |
| "Working Day" | any day other than a Saturday, Sunday or public holiday in England and Wales. |

**1.2** References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

**1.3** Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association, or body corporate.

**2 Commencement and Continuation**

The Contractor shall commence the Services on 1 April 2022 and, subject to Clause 10.1 shall complete the Services on or before 31 March 2024.

The Contract may be extended up to a further two years subject to satisfactory performance.

This Contract shall be deemed to have been effective from 1 April 2022.

**3 Contractor's Obligations**

**3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.

**3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.

**3.3** The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

**4 Department’s Obligations**

The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

**5 Changes to the Department's Requirements**

**5.1** The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.

**5.2** The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

**6 Management**

**6.1** The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.

**6.2** The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

**7 Contractor's Employees and Sub-Contractors**

**7.1** Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the “**Sub-contractor**”) it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

1. 10 days, where the Sub-contractor is an SME; or
2. 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department’s request, sufficient evidence to demonstrate compliance.

**7.2** The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department’s reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

**7.3** The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

**7.4** The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.

**7.5** If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).

**7.6** The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.

**7.7** The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.

**7.8** The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

**7.9** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department’s reasonable security requirements as required from time to time.

**Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain**

**7.10** The Contractor shall:

1. subject to clause 7.10(g), advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
2. within 30 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
3. monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
4. provide reports on the information at clause 7.10(c) to the Department in the format and frequency as reasonably specified by the Department;
5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
6. Each advert referred to at clause 7.10(a) above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
7. The obligation at Clause 7.10(a) shall only apply in respect of subcontract opportunities arising after the contract award date.
8. Notwithstanding clause 7.10, the Department may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

**7.11** In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, on request and at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the Department including:

1. the total contract revenue received directly on a specific contract;
2. the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
3. the total value of sub-contracted revenues to SMEs and VCSEs.

**8** **Intellectual Property Rights**

**8.1** It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.

**8.2** Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Consultancy Services owned by the Contractor ("**Background Intellectual Property**") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences.

**8.3** The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.

**8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.

* 1. The Contractor warrants:

1. that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
2. that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
3. That the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party; that the Contractor has not granted or assigned any rights of any nature in the Department's
4. Intellectual Property Rights to any third party.

**8.6** The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice " © Crown Copyright \*\*\*year of publication\*\*\*".

**9 Warranty and Indemnity**

**9.1** The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

**9.2** Neither Party excludes nor limits its liability (if any) to the other:

9.2.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

9.2.2 for personal injury or death resulting from the its negligence;

9.2.3 under section 2(3) Consumer Protection Act 1987;

9.2.4 any breach of clause 12 (Confidentiality);

9.2.5 for its own fraud; or

9.2.6 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

**9.3** Subject to clauses 9.2 and 9.4, the Contractor shall indemnify the Department and keep the Department indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Contractor Personnel, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any breach of the terms of this Contract or default by the Contractor or any other loss which is caused directly by any act or omission of the Contractor.

**9.4** The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 8 (Intellectual Property) and 16 (Tax Indemnity).

**9.5** Subject to clauses 9.2, 9.3 and 9.7, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:

9.5.1 for any losses of an indirect or consequential nature;

9.5.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or

9.5.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.

**9.6** Subject to clauses 9.2 and 9.4, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:

9.6.1 in respect of damage to property is limited to £1,000,000 in respect of any one incident or series of connected incidents; and

9.6.2 in respect of any claim not covered by clause 9.6.1, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable in that year.

**9.7** The Department may recover from the Contractor the following losses incurred by the Department to the extent they arise as a result of a Default by the Contractor:

9.7.1 any additional operational and/or administrative costs and expenses incurred by the Department, including costs relating to time spent by or on behalf of the Department in dealing with the consequences of the default;

9.7.2 any wasted expenditure or charges;

9.7.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;

9.7.4 any compensation or interest paid to a third party by the Department; and

9.7.5 any fine or penalty incurred by the Department and any costs incurred by the Department in defending any proceedings which result in such a fine or penalty.

**9.8** Except as otherwise expressly provided by the Contract, all remedies available to the Department for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**9.9** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.

**9.10** The Contractor shall effect and maintain in force with a reputable insurance company employer’s liability and public liability insurances for the sum and range of cover as the Department deems to be appropriate but not less than Employer’s Liability for £5,000,000 and Public Liability for £2,000,000 for any one claim; for Professional Indemnity Insurances for the sum and range of cover as the Department deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the duration of the Contract and for a minimum of 6 years following the end of the Contract period.

**9.11** The Contractor shall supply to the Department on demand copies of the insurance policies and/or duly signed Broker’s certificate evidencing the insurance maintained under clause 9.10.

**9.12** The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

**9.13** It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.

**9.14** The Contractor warrants and represents that:

9.14.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

9.14.2 in entering the Contract it has not committed any fraud;

9.14.3 as at the Effective Date, all information contained in the Contractor’s Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Department prior to execution of the Contract;

9.14.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;

9.14.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

9.14.6 the service specific Intellectual Property Rights materials will be its original work and will not have been copied wholly or substantially from another party’s work or materials provided that this clause 9.14.6 shall not apply to any Intellectual Property materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and

9.14.7 the use by the Department of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;

9.14.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

9.14.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

9.14.10 it has notified the Department in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

**Monitoring and Remediation**

**9.15** If the Department reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:

9.15.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the Department (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and

9.15.2 monitor, supervise, direct and/or guide the Contractor’s provision of the Services until the Department reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the Department in this regard.

**9.16** If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Department may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the Department may direct.

**10 Termination**

**10.1** This Contract may be terminated by either party giving to the other party at least 6 months’ notice in writing.

**10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

**10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

**10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time: -

1. the Contractor passes a resolution that it be wound-up or that an application be made for an administration order, or the Contractor applies to enter into a voluntary arrangement with its creditors; or
2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
3. the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
4. the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
5. there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4(e) “control” means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
6. the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
7. the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
8. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;
9. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes;
10. the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

**10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

**11 Status of Contractor**

**11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.

**11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

**12 Confidentiality**

**12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

1. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

**12.2** Clause12 shall not apply to the extent that:

1. such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
3. such information was obtained from a third party without obligation of confidentiality;
4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
5. it is independently developed without access to the other party's Confidential Information.

**12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

**12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.

**12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor’s obligations under this Contract.

**12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:

1. on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
3. to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
4. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
5. on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
6. on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

**12.7** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.

**12.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

**12.9** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

**12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time-to-time agreed changes to the Contract, to the general public.

**12.11** The Department may consult with the Contractor to inform its decision regarding any redactions, but the Department shall have the final decision in its absolute discretion.

**12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

**13 Freedom of Information**

**13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

**13.2** The Contractor shall and shall procure that its Sub-contractors shall:

1. transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
2. provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
3. provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

**13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

**13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

**13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

1. in certain circumstances without consulting the Contractor; or
2. following consultation with the Contractor and having taken their views into account;

provided always that where 13.5(a) applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

**13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

**14 Access and Information**

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

1. **Modern Slavery, Child Labour and Inhumane Treatment**

**15.1** The Contractor:

* + 1. shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;
    2. shall not require any Contractor staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Contractor staff freedom to leave their employer after reasonable notice;
    3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
    4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
    5. shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
    6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
    7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract.
    8. shall prepare and deliver to the Department at the commencement of each Contract and updated on a frequency defined by the Department, a slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
    9. shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
    10. shall not use, or allow its Subcontractors to use, child or slave labour;
    11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Department and Modern Slavery Helpline[[1]](#footnote-2).

**16 Transfer of Responsibility on Expiry or Termination**

**16.1** The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

**16.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

**16.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

**17** **Tax Indemnity**

**17.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty’s Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor’s fee for the work provided.

**17.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty’s Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor’s fee for the work provided.

**17.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 17.1 and 17.2 above or why those Clauses do not apply to it.

**17.4** A request under Clause 17.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

**17.5** The Department may terminate this contract if-

**(a)** in the case of a request mentioned in Clause 17.3 above if the Contractor:

**(i)** fails to provide information in response to the request within a reasonable time,

**or**

**(ii)** provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 17.1 and 17.2 above or why those Clauses do not apply to it;

**(b)** in the case of a request mentioned in Clause 17.4 above, the Contractor fails to provide the specified information within the specified period, or

**(c)** it receives information which demonstrates that, at any time when Clauses 17.1 and 17.2 apply, the Contractor is not complying with those Clauses.

**17.6** The Department may supply any information which it receives under Clause 17.3 to the Commissioners of Her Majesty’s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

**17.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

**17.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.

**17.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

**17.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

**17.11** The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

**17.12** The Contractor represents and warrants that as at the Date of this Contract, it has notified the Department in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

**17.13** If at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

**a)** notify the Department in writing of such fact within 5 Working Days of its occurrence; and

**b)** promptly provide to the Department with:

**i)** details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

**ii)** such other information in relation to the Occasion of Tax Non-Compliance as the Department may reasonably require.

**17.14** In the event that:

**(a)** the warranty given by the Contractor pursuant to Clause 17.1 is materially untrue; or

**(b)** the Contractor commits a material breach of its obligation to notify the Department of any Occasion of Tax Non-Compliance as required by Clause 17.13; or

**(c)** the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Department, are acceptable

the Department shall be entitled to terminate this Contract with immediate effect by notice in writing.

**18 Data Protection**

**18.1** 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 11. The only processing that the Processor is authorised to do is listed in Schedule 11 by the Controller and may not be determined by the Processor

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

**18.3** 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:

* + - 1. a systematic description of the envisaged processing operations and the purpose of the processing;

* + - 1. an assessment of the necessity and proportionality of the processing operations in relation to the Services;

* + - 1. an assessment of the risks to the rights and freedoms of Data Subjects; and
      2. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**18.4** 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 11, 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:

nature of the data to be protected;

harm that might result from a Data Loss Event;

state of technological development; and

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 9);

**(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:

1. are aware of and comply with the Processor’s duties under this clause;
2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
3. 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
4. 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:

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;

the Data Subject has enforceable rights and effective legal remedies;

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

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.

**18.5** Subject to clause 18.6, the Processor shall notify the Controller immediately if it:

1. receives a Data Subject Request (or purported Data Subject Request);
2. receives a request to rectify, block or erase any Personal Data;

1. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

1. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
2. 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

1. becomes aware of a Data Loss Event.

**18.6** The Processor’s obligation to notify under clause 18.5 shall include the provision of further information to the Controller in phases, as details become available.

**18.7** 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 18.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

1. the Controller with full details and copies of the complaint, communication or request;
2. 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;
3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
4. assistance as requested by the Controller following any Data Loss Event;

1. 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.

**18.8** 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:

1. the Controller determines that the processing is not occasional;
2. 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
3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

**18.9** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.

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

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

1. notify the Controller in writing of the intended Sub-processor and processing;
2. obtain the written consent of the Controller;

1. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 18 such that they apply to the Sub-processor; and
2. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

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

**18.13** 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).

**18.14** 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.

**19 Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

**20 Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

**21** **The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

**22 Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

**23 Notices**

**23.1** Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first-class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

**23.2** The notice, demand or communication shall be deemed to have been duly served:

1. if delivered by hand, when left at the proper address for service;
2. if given or made by prepaid first-class post 48 hours after being posted or in the case of airmail 14 days after being posted;
3. if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

**24 Dispute resolution**

**24.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

**24.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 24 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

**24.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

**25 Discrimination**

**25.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

**25.2** The Contractor shall take all reasonable steps to secure the observance of Clause 25.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

**26 Law and Jurisdiction**

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

|  |  |
| --- | --- |
| Signed by person authorised to sign on behalf of the Secretary of State for Education: | |
| Signature: | {{Sig2\_es\_: signer2:signature }} |
| Name: | {{ N2\_es\_:signer2:fullname }} |
| Role: | {{ Ttl2\_es\_:signer2:title }} |
| Date: | {{ Dte2\_es\_:signer2:date }} |

|  |  |
| --- | --- |
| Signed by a person authorised to sign on behalf of **\*\*\***Please enter the name of the Supplier/Organisation Name**\*\*\*** | |
| Signature: | {{Sig\_es\_:signer1:signature }} |
| Name: | {{ N\_es\_:signer1:fullname }} |
| Role: | {{ Ttl\_es\_:signer1:title }} |
| Date: | {{ Dte\_es\_:signer1:date }} |

**Schedule 1**

**Schedule 1**

**The Specification**

1. **Introduction**

This contract is an exciting opportunity to be part of the Department’s children’s social care workforce strategy to support Newly Qualified Social workers (NQSWs) as they take on their new roles within a child and family setting.

The Government is committed to supporting the social worker work force by bringing the best people into the profession and giving them the right knowledge and skills to support and protect children. The Department has an ambitious and wide-reaching agenda to improve the quality of social work practice.

The role of child and family social work is a particularly high skilled job and the transition from generic initial qualification into the realities of child and family practice is an important part of early career development. Previous work experience, quality of classroom and practice teaching, type of student placement, curriculum content and the quality of support provided by the employer all have an impact. Within this context, the Department is continuing to support NQSWs through the Assessed and Supported Year in Employment (ASYE) programme.

The ASYE is an employer-led induction programme that funds employers to provide bespoke support to their NQSWs during their first year of practice as a child and family social worker. The programme is based on the [Post Qualifying Standards](https://www.gov.uk/government/publications/knowledge-and-skills-statements-for-child-and-family-social-work) (PQS) and is designed to strengthen the skills, knowledge, capability and professional confidence of NQSWs.

We are looking for a contractor who can build on the current strengths of the programme by improving quality assurance and supporting and challenging employers to make improvements to achieve a high-quality, nationally consistent ASYE offer for all NQSWs.

We expect the contractor to be the face of the child and family ASYE programme within the sector and provide meaningful support to employers and their employees involved in the delivery of the ASYE programme, including providing a best practice quality assurance framework for employers to quality assure their own provision, and other resources, tools and guidance that support a high-quality ASYE experience for NQSWs.

The contractor will be expected to understand the user experience of ASYE and ensure that the voice of the NQSW is at the heart of any continuous development of the ASYE programme.

The contractor will be responsible for: co-ordinating and administering grant funding to local authorities and other organisations who engage with the ASYE programme; providing a registration system (for example a web-based portal) for employers of child and family social workers; and reporting to the Department on all aspects of delivery.

The contractor will have expertise in child and family social work and managing high quality professional development programmes. Technical expertise will also be required for the development of a web-based registration portal for employers of child and family social workers. We also expect the contractor to work flexibly with the Department to respond to future changes in policy, including but not limited to responding to recommendations from the independent review of children’s social care[[2]](#footnote-3).

The contract runs over a 2-year period from 1 April 2022 until 31 March 2024, with the option to extend by a further 2 years on the determination of the Department.

1. **Background**

The ASYE programme for child and family social workers has been running since 2012 and has supported more than 2,000 NSQWs per year. The rationale for introducing the ASYE programme was, and continues to be, to ensure social workers are ‘practice ready’ by offering further support during their first year of practice, once they have completed their initial training.

Typically, completion of the ASYE takes around 12 months, although participants can take up to two years to complete due to specific personal circumstances (e.g., long-term sickness absence, maternity leave or part time employment).

The Department provides registered employers with £2,000 for each NQSW who participates in the ASYE programme, paid in two equal instalments at the beginning and end of an individual’s ASYE. This can be in any setting where a child and family social worker is employed - nearly all local authorities and over 150 other employers are registered to receive funding. Employers use this funding to deliver the ASYE programme, which requires them to provide their NQSWs with:

* a learning agreement/training and development plan;
* regular supervision, in line with [The Standards for employers of social workers in England;](https://www.local.gov.uk/standards-employers-social-workers-england-0)
* a reduced and protected workload – no more than 90% of a more experienced social worker e.g., a social worker in their second or third year of practice;
* time off for personal development – 10% of work time; and
* regular reviews to monitor progress – including a formal six-month review, leading to a final assessment, which should take place on a date which is 12 months after commencement of the programme and normally no later than 24 months.

You can find further details about the current ASYE programme for child and family social work on the Skills for Care website: <https://www.skillsforcare.org.uk/Learning-development/social-work/asye-child-family/The-ASYE-for-child-and-family-services.aspx>

**Programme aims**

The aim of the ASYE programme is to give NQSWs extra support during their first year of employment to enable them to strengthen their skills, knowledge, capability and professional confidence. We expect the programme to:

* **Quality -** Support NQSWs’ transition from learning to their first year of practice in specialised child and family social work, building NQSWs’ confidence, skills and experience and ensuring all NQSWs meet the PQS.
* **Sufficiency -** Support the retention of NQSWs by giving them a good start to their career.
* **Equity -** Ensure an inclusive experience and support for all those with protected characteristics through ASYE.

These benefits contribute to improving the quality of the social work profession, improved outcomes for children and families and a better return on investment for employers.

The key stakeholders for the programme will be:

* Local authorities and other organisations such as private, voluntary and independent sectors (e.g., Children’s Trusts and Fostering organisations) as employers;
* ASYE leads and supervisors;
* Practice Educators and learning and development leads;
* NQSWs; and
* Directors of Children’s Services and senior leaders.

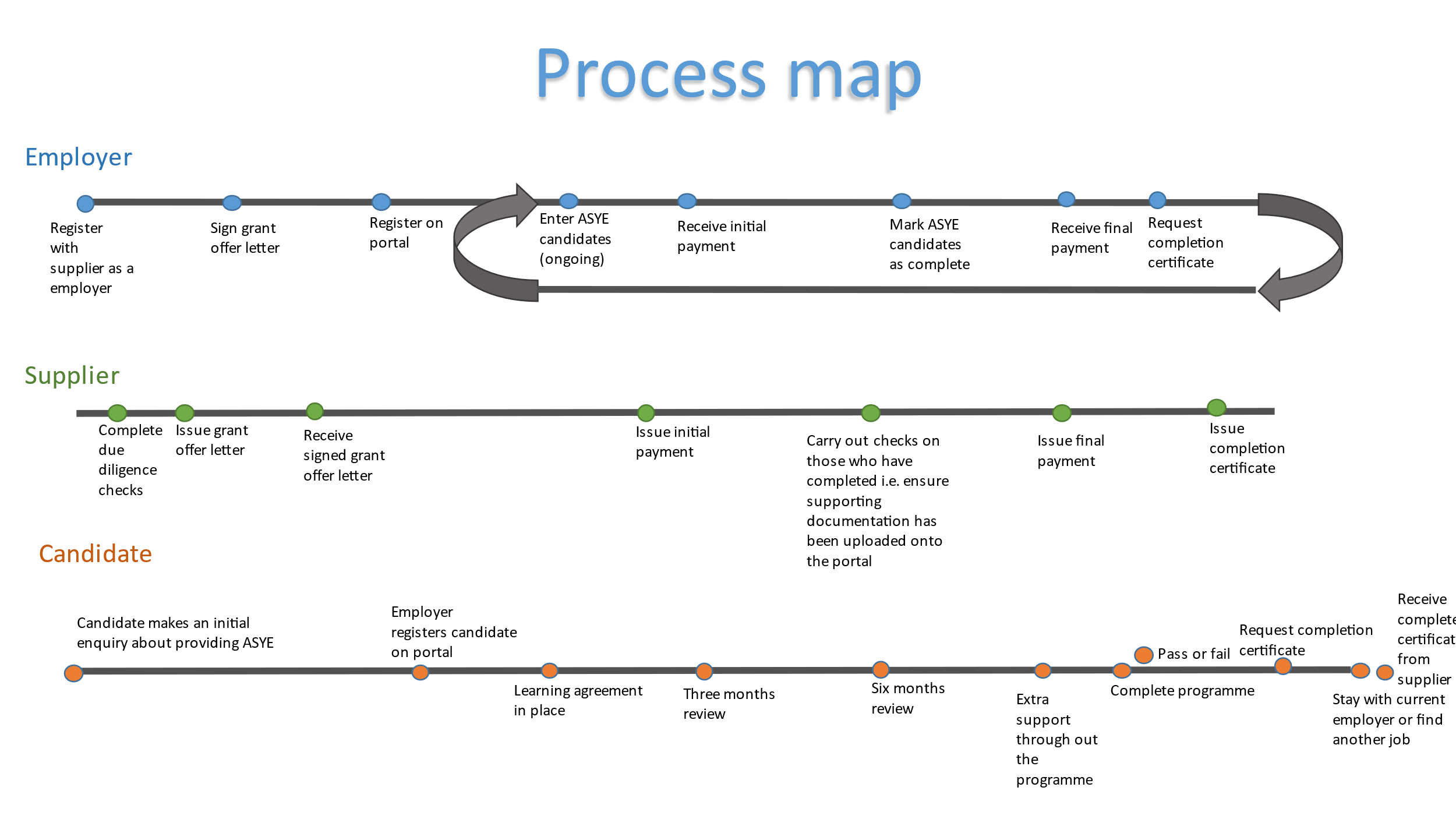
The contractor is responsible for overseeing a development programme that provides child and family social workers with the skills required to successfully carry out their new roles that result in the best outcomes for children. To achieve this, we would expect the contractor to ensure:

* employers are supported to develop, implement and share best practice for the delivery of the ASYE programme;
* management and disbursement of grant funding is conducted in an efficient and effective manner;
* effective local delivery of the ASYE programme, i.e., participants receive the support expected for receipt of the funding; and
* every NQSW who participates in the programme receives a high-quality ASYE experience.

We know that the ASYE programme is highly valued within the sector, as demonstrated by the high take up and sector feedback. However, we also know that the level of support participants receive is variable and standards fluctuate across employers, with not all ASYE participants receiving a high-quality experience. Led by the contractor, we are seeking ways to reduce this variation.

Pre-delivery, the successful contractor will need to set up underpinning systems and technology that will be needed to support delivery: the web-based registration portal. The contractor will need to ensure records are accurate and up to date, following transition from any previous contractor.

The following maps out the process of the ASYE programme:



**After completing ASYE for child and family social workers**

In February 2020, the Department launched and funded a pilot programme that provided a pathway from the ASYE to the [National Assessment and Accreditation System](https://www.gov.uk/guidance/national-assessment-and-accreditation-system-naas) (NAAS). This pilot programme was opened to child and family social workers who had completed the ASYE programme since April 2018, and who were not employed by an ASYE employer already participating in NAAS. A list of organisations participating in NAAS can be found at [NAAS sites - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/naas-early-adopter-sites/naas-early-adopter-sites)

This voluntary pathway was viewed as a logical progression from qualifying as a social worker and the first year of employment, to practice endorsement and accreditation at Accredited Child and Family Practitioner (ACFP) level. Furthermore, the pathway was seen as a significant part of embedding the PQS into social workers’ career pathways – given that ASYE and NAAS are both assessed against the PQS. ​

Registrations for NQSWs to participate in the ASYE pathway to NAAS are currently closed but we may look to provide an opportunity for ASYE participants to register for assessment and accreditation in the future.

The successful contractor would be required to work with the Department to manage and implement any future requirement in terms of assessment and accreditation activity. The assessment would sit alongside, and complement, the overall ASYE programme. At this stage, we **do not** expect bidders to set out how they would support and manage assessment and accreditation activity as part of any bid they may make in response to this procurement exercise.

1. **Description of requirement**

The procurement exercise is to award a single contract to deliver the funding and support for employers to deliver a comprehensive programme for NQSWs that is effective in providing support in their first year of practice and tailored to meet the needs of participants on the programme. This procurement seeks to deliver consistency of the ASYE programme across England. The programme needs to provide meaningful engagement with employers and NQSWs to continue to build on programme strengths and further the impact of improving the quality of social work practice and retention of child and family social workers from all backgrounds.

The successful contractor will be required to develop and manage a system to administer payments to employers and associated registration and administration activity. This system should be capable of administering grant funding to employers in an efficient and effective manner and allow employers to register as providers of the ASYE programme. This includes allowing employers to register when individual social workers commence, transfer, withdraw or complete their ASYE. The system must also be capable of transitioning the current database of ASYE candidates and employers as part of any transition, and be capable of making payments to employers with current participants for whom payments are outstanding as at 31 March 2022.

The successful contractor will be required to establish and build relationships with the sector and effectively communicate the requirements of the ASYE programme including details of how to participate, access funding and the responsibilities of each party. The successful contractor will also be required to identify and support employers to develop, implement and share best practice, including establishing a best practice quality assurance framework for the ASYE programme for employers to quality assure their own provision, and other resources, tools and guidance that support a high-quality ASYE experience for NQSWs. The contractor will be the public face of the ASYE in the sector and should be seen to be leading the drive for effective delivery.

Quality assurance and continuous improvement are key. The programme is highly valued by the sector, and by having central support it has been successful in raising standards. To ensure that all ASYE participants receive a high-quality experience, the Department wants to further strengthen the support and challenge to employers to ensure they are effectively supporting their ASYE participants, delivering high-quality local programmes.

The contractor will be required to encourage and challenge employers to improve the support they are offering, so that all NQSWs get a consistently high standard of support regardless of their location. This development offer should enable every NQSW to complete their ASYE as a confident and competent practitioner, who meets the standards expected, as set out in the PQS for child and family social workers.

Over the past year, the impact of COVID has seen disruption caused to all areas of social work, including social work students, who have seen their teaching moved to online classrooms and placements become virtual rather than face to face. The successful contractor will therefore be required to ensure that employers offer an ASYE programme that reflects the impact of COVID on those social work students who have received less practical training and face to face learning. The contractor will also be expected to identify insights on how COVID continues to impact on the ASYE programme and NQSWs, and share these with the sector and the Department, and where appropriate, take action to support employers and NQSWs in COVID recovery.

We know that black and ethnic minority child and family social workers have disproportionately higher ASYE failure rates compared with their white counterparts. Significant work is underway to address this – including a detailed analysis of protected characteristics to explore and document contributing causes to inequalities which impact on NQSW experience and outcomes, as well as a detailed action plan to address this disproportionality – and the successful contractor will be required to continue with this work to address these issues around equality. The programme must offer equal opportunities to participants from all backgrounds and avoid discrimination. Further information about the Equality Act 2010 is available at: <https://www.gov.uk/guidance/equality-act-2010-guidance>.

Social workers are at the heart of the programme, therefore the successful contractor will be expected to have a focus on the experience of NQSWs and that they are receiving the support expected of the funding provided to their employer. The successful contractor will therefore be required to establish robust mechanisms and processes to gain feedback from participants to monitor the effectiveness of the programme and which should inform the contractor’s thinking of the appropriate support and challenge that can be given to employers to improve NQSWs’ experience. The successful contractor will also be required to establish mechanisms and processes to obtain feedback from employers and their employees involved in the delivery of the ASYE programme e.g., ASYE leads, supervisors etc.

The Department also needs to be able to assess the effectiveness of the programme through those who experience it and may want to speak directly to NQSWs themselves to understand how successful the programme is in supporting them and how that translates into a better service for children and families. The Department may also want to speak directly to groups of ASYE leads and/or supervisors, as well as service users (children and families), and would expect the contractor to be able to facilitate these arrangements.

The contract will need to include a combination of technical and logistical expertise as well as experts with a child and family social work background.

We understand that it may not be possible or practical for one contractor to provide all of the requirements in this contract and we welcome bids from groups as well as individual organisation bids.

We expect demonstration of Value for Money (vfm) to underpin the full lifecycle of this agreement. We encourage the identification and implementation of efficiencies to deliver added value to the public purse throughout the contract.

1. **Scope**

The existing contract and grant are expiring in March 2022. This procurement provides an opportunity to build on the successes of the programme. This contract will run from April 2022 to March 2024.

The grant that is awarded in addition to the contract is to enable the successful contractor to provide grant funding to employers of participating social workers on the ASYE programme. The grant funding is being provided under Section 14 of the Education Act 2002. Section 14 payments will be made in arrears, and we will monitor numbers closely to ensure appropriate payments. Section 14 grants are manageable through performance measures. This means there are mechanisms in place within the grant and contract to ensure outcomes are delivered.

We envisage around 2,800 participants start the ASYE programme each financial year. Grant funding will be determined on the number of NQSWs undertaking the programme and this will be monitored quarterly during the contract period. This will include reviewing whether ASYE participants are forecast to exceed 2,800 in any given year; this is vital to ensure the Department is able to provide the right level of funding for NQSWs.

1. **Outputs/deliverables**

We invite contractors to propose creative and innovative solutions to the requirements outlined.

Across all requirements, the successful contractor must demonstrate the following:

* + - knowledge and understanding of the current context and challenges relating to child and family NQSWs;
    - experience and expertise in engaging and working with stakeholders in the sector;
    - experience of delivering a contract of a similar scope and scale;
    - the ability to ensure effective national coverage, to deliver high quality support in every local authority area;
    - experience in developing quality assurance mechanisms;
    - experience in developing IT solutions to deliver an effective portal and webpages; and
    - the ability to provide value for money solutions.

A successful contractor would need to show how they will deliver the following requirements:

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| **Requirement** | Page number |
| **Requirement 1**: Operational delivery of the ASYE programme | 8 |
| **Requirement 2**: Support for employers to develop, implement and share best practice in the delivery of ASYE | 13 |
| **Requirement 3**: Monitoring and improvement of the programme | 15 |
| **Requirement 4**: Project Management and Reporting arrangements | 17 |
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**Requirement 1: Operational delivery of the ASYE**

The successful contractor will be expected to manage the operational delivery of the ASYE programme in child and family services. This will include managing registrations from not only new employers wishing to participate in the ASYE programme, but also managing the registration and completion of individual NQSWs through their employer, along with associated administration activity. The contractor will also be required to administer grant payments to employers of participating social workers in the ASYE programme.

Summary of current processes

1. Employers receiving funding for ASYE are required to sign a grant agreement setting out the basis on which ASYE funding is provided (a copy can be supplied if helpful).
2. Individual ASYE participants can be registered by employers on a web-based portal at any point during the financial year on the submission of certain information about the participant. Submission of this information triggers an individual payment of £1,000 per participant to the employer. All payments are administered by the contractor on a monthly basis.
3. Any NQSW who moves employer or withdraws from the programme within 1 month of their start date, the employer is required to repay to the Department £1,000.
4. Once a participant has completed their ASYE, their employer marks them “complete” on the web-based portal, which triggers action to make a second payment of £1,000 that is administered by the contractor.
5. Employers can claim an electronic certificate for participants passing their ASYE. This is currently managed by submission of names and completion dates on an excel spreadsheet.

It is acknowledged that the contractor will need a period of time from the effective date (by which we mean contract start date) to develop systems and ensure that participating employers are aware of new arrangements.

The contractor will be expected to:

1. establish an effective and efficient system to enable:
   1. employers to register as providers for the ASYE programme;
   2. existing employers to register their NQSWs for the ASYE programme; and
   3. payments to be made to employers of participating social workers, this includes for:
      * current participants for whom payments are outstanding after the 31 March 2022; and
      * payments for participants starting the ASYE on or after 1 April 2022.
2. provide certificates of completion to ASYE participants on receipt of suitable evidence/confirmation from their employer;
3. establish mechanisms that undertake checks to ensure that:
   1. new employers registering for the AYSE programme are legitimate employers of child and family social workers and eligible for receipt of government funding; and
   2. registered participants are qualified social workers registered with Social Work England.
4. store all confidential data securely and provide both employers and the Department with accurate data in line with the Department’s security standards at Schedule 10 of the T&C’s.
5. provide and maintain throughout the Term a suitable web-based portal through which the ASYE system will be hosted and freely accessible by employers at all times and by DfE as required.
   1. Be fully compatible with and accessible on any web browser via any device [Government Service Standard](https://www.gov.uk/service-manual/service-standard)
   2. Work in [browsers specified in the GOV.UK Service Manual](https://www.gov.uk/service-manual/technology/designing-for-different-browsers-and-devices)
6. share their work with the Department early and often to ensure these expectations are being met and to gain guidance where needed: <https://www.gov.uk/guidance/government-design-principles#do-les>
7. The contractor’s digital platform (and that used by any Delivery Partners) shall comply with the requirements set out above and the contractor shall:
   1. carry out monitoring and maintenance to ensure the hosting platform is available and fully functional with an uptime of no less than 99.98%; and
   2. ensure the above is introduced and effected outside of normal working hours to minimise potential disruption to platform availability

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| * The bidder should set out in detail:  1. The system(s)/processes they would intend to establish and how they would be accessed and used by employers which allows:    1. employers to register as providers for the ASYE programme and provide necessary organisational information to enable payment;    2. employers to register when individual social workers commence, transfer, withdraw or complete their ASYE; and    3. payments to be made to employers of participating social workers in a timely fashion and to the correct employer.  * ***Please note:*** Any digital or technological service which is created, operated or otherwise controlled as a direct consequence of this award/contract/ITT (etc), must ensure that it meets the following standards and controls:  1. [**Service Standard**](https://www.gov.uk/service-manual/service-standard) - The Service Standard helps teams to create and run great public services ensuring user needs are at the centre of design; and 2. [**Technology code of practice**](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)- The Technology Code of Practice is a set of criteria to help Government design, build and operate technology services effectively and efficiently. 3. How they will provide continuity of service to existing cohorts 9 and 10 candidates on ASYE (data supplied by Department) and their employers to provide a level of support for enquiries and process completions as required. 4. How they will ensure that there are appropriate checks and balances to minimise the risk of fraudulent claims, including checks that:    1. new employers registering for the ASYE programme are legitimate employers of child and family social workers; and    2. registered participants are qualified social workers registered with Social Work England. 5. Their methodology for issuing certificates (in a form agreed by the Department) to employers for participants successfully passing the ASYE. 6. Their clear plans for unexpected occurrences, including low registrations to the programme or un-claimed funding for completions by employers. 7. How they will obtain the Department’s approval for any exceptions to the payment processes. 8. How they will establish a system to obtain comprehensive data on participants of the ASYE programme, including:    1. Candidate name.    2. Registration date.    3. Type of organisation.    4. Email address.    5. Employment date.    6. Current social worker role.    7. Date the NQSW graduated from a recognised social work course.    8. ASYE programme commencement date.    9. ASYE programme completion date.    10. Social Work England registration number.    11. Date of birth.    12. Gender.    13. Ethnicity.    14. Registered disabled.    15. Qualifying institution.    16. Qualifying programme.    17. Degree classification.    18. Years of pre-qualifying experience.    19. Placement detail.    20. Role within organisation.    21. Whether a candidates ASYE is on hold (e.g., for maternity leave).    22. Candidate withdrawal details.    23. Other requirements may be added during the duration of this contract 9. How they would supply data of the following:    1. Breakdown on payments.    2. Breakdown by employers.    3. Candidate details e.g., ethnicity / gender / qualifications / initial training route programme.    4. Supervisor details.    5. Breakdown of registrations and completions by month, cohort and organisation.    6. Any additional information on request. 10. How they would store and control data in a secure way in line with the Department security standards in Schedule 10 of the T&Cs. 11. How they would ensure any data or management information transferred to the Department or Employers is done so in the Department security standards in Schedule 10 of the T&Cs. 12. How they would ensure all programme data will be linked to a social worker with complete accuracy. 13. How they will ensure a high-quality customer journey for any social worker. This should include how they will gather feedback and ensure changes are made to enhance the experience of the candidates where needed. |

**Requirement 2: Support employers to develop, implement and share best practice in the delivery of ASYE.**

The successful contractor will be expected to support employers in the delivery of the ASYE programme. This will include supporting employers to quality assure their own processes for provision of the ASYE programme to NQSWs, as well as encouraging employers to develop, implement and share best practice and undertake a breadth of engagement activity that supports employers and their employees in the running of their ASYE programme. The contractor will also need to produce communications that raises awareness of, and encourages, employers to register for the ASYE programme.

The contractor is expected to:

1. provide a best practice quality assurance framework for employers to use, including resources and tools for employers to access. (A framework is already available to employers who can choose to use this or an alternative process. There are no plans to mandate this or any other framework);
2. support those employees responsible for the delivery of the ASYE programme within employers e.g., ASYE leads, supervisors, assessors etc, through opportunities for training and development;
3. identify insights on how COVID continues to impact on the ASYE programme and NQSWs, and share these with the sector and the Department, and where appropriate, take action to support employers and NQSWs in COVID recovery;
4. develop and deliver a stakeholder engagement strategy that details how the contractor will:
5. regularly engage and share insights from employers and social workers about their experience of the ASYE programme;
6. engage with the social work sector to provide information and guidance on the ASYE programme to employers as appropriate to their needs;
7. provide good quality advice, guidance and support to employers throughout this contract with a central point of contact for support and enquiries, including an operating phone number and email address;
8. investigate and resolve all customer queries or complaints in a timely manner and use intelligence from customer complaints to drive service improvements;
9. ensure stakeholders are consulted and informed when process changes are being considered; and
10. seek feedback from employers on the performance of the contractor and the support they offer.
11. develop and deliver a communications strategy that details how the contractor will promote the ASYE programme to employers and social workers, and includes:
12. a strategic narrative that is consistent and joined up with the Department’s vision for NQSW continuous professional development;
13. a series of messaging that is consistent for the programme, highlighting the unique value of the programme and the broader-long term career pathway of social workers;
14. ensuring the ASYE programme has a high profile with DCS’ and senior leaders within employer organisations;
15. zero cost marketing tactics, such as social media channels, blogs and newsletters, as no budget will be provided for communications activity; and
16. a ‘look and feel’ that is consistent across the entire ASYE programme with owned channels, including an external facing website with a consistent ‘look and feel’, housing all relevant content online.

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| * The bidder should set out in detail:  1. How they will support employers to quality assure their own processes for provision of the ASYE programme. 2. How they will support employees responsible for the delivery of the ASYE programme within employer organisations. 3. How they will monitor any continuing impact of COVID on the ASYE programme and NQSWs and share any insights on this with the sector and Department. 4. How they would develop and share high quality and effective instructions, advice, guidance and support facilities for social workers and their employers throughout this contract. This should include, but not limited to: 5. guidance on registrations, completions and change of circumstances for both current and future participants; 6. create a central repository of guidance, advice and best practice for employers and employees. This should draw on findings from quality assurance activities; 7. guidance on how to claim an ASYE certificate; and 8. ensure a user centred approach when process changes are being considered. 9. An outline of their proposed communications and stakeholder engagement strategy. |

**Requirement 3 – Monitoring and improvement of ASYE**

We would expect the successful contractor to work with both current and new employers and social workers participating on the ASYE programme, to identify opportunities for improvement, ensure consistency across the programme and that every NQSW receives a high-quality ASYE experience against the PQS.

The contractor is expected to:

1. create a comprehensive plan on how they will provide evidence on the overall effectiveness of the ASYE programme via monitoring activities, such as reviews of individual employers and feedback from stakeholders;
2. identify, recommend and support improvements and changes. Throughout, the focus should be on providing greater assurance of the quality of local programmes and the meeting of the Department’s expectations around the PQS;
3. identify employers who aren’t providing the right level of support and working out a plan to support and challenge those employers to improve, ensuring that NQSWs have a voice in the identification and review of improvements. We are keen to hear proposals about the best way to identify, deliver and measure those improvements for specific employers;
4. identify contributing causes to inequalities that impact on NQSW experience and outcomes, and take appropriate action to address these with employers through support and challenge to ensure the programme offers equal opportunities to participants from all backgrounds;
5. feedback their findings to employers and to the Department; and
6. use findings from the reviews to develop improvement materials / resources.

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| * The bidder should set out in detail:  1. Their proposed plan/approach to a programme of quality assurance, of the overall effectiveness of the programme, including coverage and timescales. 2. What arrangements they would put in place to support improvements in local delivery when needs are identified. 3. What arrangements they will put in place to challenge employers who are not taking appropriate steps to improve their ASYE provision, when needs are identified. 4. How they will feedback their findings to employers and to the Department. 5. How feedback gathered from quality assurance activity will be used to improve delivery of the programme. 6. How they will share/deliver improvement materials across the sector to support continuous improvement of ASYE programmes across employers of child and family social work. 7. How they intend to engage constructively with the sector to ensure maximum engagement with the assurance processes. A timeline should be included. |

**Requirement 4: Project Management and Reporting arrangements**

Robust project management and regular accurate reporting is essential throughout the entire contract agreement to monitor programme development and delivery, manage risks and issues, and to fulfil governance-reporting requirements to build and give confidence that the programme delivery will be completed to the required level of quality.

The contractor is expected to:

1. ensure that day-to-day operational management of the programme is of an excellent quality and conducted professionally against agreed ways of working and standards of behaviour by building a collaborative working relationship between the contractor and Department;
2. have robust management controls and management information to provide a comprehensive view of actual progress of delivery against an agreed plan with supporting evidence as necessary;
3. ensure potential problems are identified as early as possible so that corrective actions can be taken to keep delivery on track;
4. have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency;
5. action data requests from the Department within 3 working days and where this is not possible, responding to the requester within 2 working days;
6. provide monthly and quarterly update service reports to the Department on all aspects of delivery of the programme;
7. provide an annual report on overall effectiveness of the programme, combining all learning and feedback, any outstanding issues, and a clear summary of outputs (including participation); and
8. work with the Department to agree key delivery KPIs.

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| * The bidder should set out in detail:  1. Their project management and reporting arrangements and how they relate to effective governance of the work by the Department. 2. Their project implementation plan outlining critical activities to be undertaken to ensure the contract is ready to start delivery from 1 April 2022, including how the contractor will achieve each milestone, the resource required to do so, and if they work as a consortium, which members of it (and stakeholders where appropriate) will lead to achieve it. The key deliverables that the Department requires by 1 April 2022 can be found further in this document, under the section 6 Working Arrangements. 3. How they will effectively resource this contract, outlining proposed staffing and management structure. 4. A risk register – defining specific risks or issues in delivering the proposal, and describing mitigations and the contingencies:    1. How they will ensure potential problems are identified and escalated as early as possible so that corrective actions can be taken to keep delivery on track.    2. A plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage against plan in order to restore progress back to plan. 5. How the Department will be provided with management and performance information. 6. The contractor should confirm they will make available to the Department any item of data in the contractor’s possession within 3 days of written request. 7. Record data including the protected characteristics of all applicants in regard to the 9 protected characteristics of the Equality Act 2010; and 8. How they will provide a comprehensive view of actual progress of delivery against the plan with supporting evidence as necessary, including setting out appropriate attendance of any subcontractors at review meetings, board meetings and other reporting/update meetings. |

**Requirement 5: Contractor management and governance**

We understand that it may not be possible for one contractor to provide all of the requirements in this contract, due to the complexities of the planned activities, and we welcome bids from consortia as well as individual organisation bids.

We require bids, if bidding as a consortia, to agree who the contractor will be to speak on behalf of the group, and how they will effectively manage the joint-working arrangement and ensure that all deliverables are met to the required standards and within the required timeframes.

We will require the contract to be held by the lead contractor on behalf of the consortium, with a clear governance structure in place to show how the group will work together successfully to deliver the programme, with accountability measures in place. At this stage we do not require a consortium to be formalised, but the formalisation will need to be completed prior to the contract being signed.

We would expect to see, within **any** bid, a contractor that is made up of a range of professionals, including a combination of technical, logistical and child and family social work expertise, including child and family CPD experience.

The contractor is expected to:

1. have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency;
2. ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of both strands of the programme;
3. mange subcontracts with third party contractors; and
4. quality assure ASYE material and delivery by partners and/or subcontractors.

**To note, the Department will have no direct role in contracting outside the sole contract with the successful contractor. Contract arrangements between the contractor and third-party contractors will be covered within the total value of the sole contract.**

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| * The bidder should set out in detail:  1. The management approach for the delivery of the programme. 2. The proposed management and governance structure for delivery of the ASYE programme, including the responsibilities and experience of different organisations/consortium members, how they will work together, and who will lead the consortium (if applicable), including evidence of previous experience/expertise in: 3. leading consortia; 4. developing and/or delivering support and guidance to social workers; and 5. social work practice/working with social workers. 6. An effective approach to managing potential conflicts of interest. 7. Confidentiality agreements that will be in place with consortium members and subcontractors (if applicable). 8. How the ASYE programme will be effectively and efficiently organised and managed, and the relationship between the key strands of activities planned (an illustration would be helpful showing the key leads within the organisation/consortium and their responsibilities within the delivery of the programme). 9. Key operational and strategic posts, the rationale for these posts and the skills required to undertake those functions (with a CV for each key person attached as an annex using no more than one side of A4 paper, in no less than 12-point Arial font). 10. How ASYE activity carried out by partners and/or subcontractors will be quality assured. 11. Outline any added value or efficiency savings to delivering ASYE. |

**Requirement 6: Social Value**

Since 1 January 2021, all procurements covered by the Public Contracts Regulations 2015 must include a social value element.

For full details on The Government’s Social Value Model including the policy themes, outcomes, reporting metrics and suggested activities that could demonstrate your delivery of these please see [Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts.](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts)[[3]](#footnote-4)

We have identified the following outcomes as priority focus for our programmes and delivery of the associated contracts.

* **Tackle workforce inequality** – bidders will be required to demonstrate what measures they will take to ensure their own workforce, and those of paid third parties, are representative of the characteristics of wider society at all levels of the organisation(s).
* **Effective stewardship of the environment** – bidders will be required to provide detail of actions they will take to minimise or off-set their environmental impact.

Bidders will only be asked to submit a response that cover **ONE** of these outcomes.

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| * If the bidder is responding to the **Tackle workforce inequality** requirement you should:  1. Demonstrate your understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in your own organisation and those of your key subcontractors. 2. Provide a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:    1. Timed action plan.    2. Use of metrics.    3. Tools/processes used to gather data.    4. Reporting.    5. Feedback and improvement.    6. Transparency. 3. Demonstrate how you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training and education, partnering/collaborating, volunteering. 4. Describe the proposed measures to tackle inequality in employment, skills and pay in the contract workforce.  * If the bidder is responding to the **Effective stewardship of the environment** requirement you should:  1. Demonstrate your understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions, including collaborative working with supply chain. 2. Provide a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:    1. Timed action plan.    2. Use of metrics.    3. Tools/processes used to gather data.    4. Reporting.    5. Feedback and improvement.    6. Transparency.  * For either requirement bidders should pay particular attention to the reporting metrics described alongside [PPN 06/20](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf)[[4]](#footnote-5) as these will be used by the Department to monitor your progress against your commitment in your bid. |

**Requirement 7 : Costs and Value**

**Developing the pricing model**

**The approximated value is up to £12.7m (inc. VAT) in the contract period.** The contractor will be responsible for making grant payments directly to employers of up to £5.6m per year for the ASYE programme.

We have not mandated the breakdown of set-up and operational costs as this will be subject to the management of the programme proposed.

Where the contract price agreed between the Department and contractor is inclusive of any VAT, further amounts will not be paid by the Department should a vatable supply claim be made at any later stage. The successful contractor must investigate VAT issues with HMRC, identify which services are exempt and which would be classified to attract VAT at the prevailing rate.

Table 1: Indicative programme funding

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| --- | --- | --- | --- |
| Activity | FY 2022 -23 (Year 1) | FY 2023 -24 (Year 2) | Total |
| Grant funding paid to employers who register their NQSW’s to participate in ASYE - £2,000 per participant up to 2,800 participants per year | £5,600,000 | £5,600,000 | £11,200,000 |
|  |  |  |  |
| Costs for the management and support of the ASYE programme (inc. 20% VAT) | £750,000 | £750,000 | £1,500,000 |
| Total costs (inc. VAT) | £6,350,000 | £6,350,000 | £12,700,000 |

The funding outlined above represents the maximum contract value during the initial term.

Invoices should be submitted by email to the relevant Department contract manager. All payments will be made by BACS transfer. Following receipt of a valid invoice, the successful tenderer should provide details of discounts for prompt payment. Section 14 of the Education Act 2002 - payments will be made monthly in arrears, and we will monitor participant numbers closely to ensure appropriate payments. A Section 14 grant ensures money is paid upon delivery of outcomes and completed work.

Funds allocated to a particular accounting year will be available for that accounting year only and cannot be rolled over to any subsequent accounting years. Reprofiling of individual budget headings within an accounting year will be permitted, subject to satisfactory justification being supplied.

We expect to see a fixed cap on any expected expenses. All travel and subsistence costs must be in line with Department thresholds [These are available upon request].

The contractor is expected to:

1. administer up to £5.6m of payments per year to employers with social workers who participate in the ASYE programme;
2. monitor and evaluate ASYE programme;
3. develop supporting material and guidance for the ASYE programme; and
4. manage payment arrangements with third party contractors.

**To note, the Department will have no direct role in payment management arrangements outside the sole contract with the successful contractor. Payment management arrangements between the contractor and third-party contractors will be covered within the total value of the sole contract.**

**To note: Please present all required costs in the cost matrix table provided.**

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| * The bidder will be required to complete a pricing template to demonstrate:  1. The set-up costs of the payment system and delivery of the payments. 2. The running costs for the administration of the ASYE programme. 3. The running costs for contact point – phone calls and 1-2-1 support for new employers and current employers. 4. The running costs for the monitoring of ASYE programme. 5. The costs of developing supporting products and the delivery of these to employers.  * ***Please note:***  It is the responsibility of tenderers to check the VAT position with HMRC before submitting a bid. * And complete the cost description question to demonstrate:  1. That appropriate assumptions have been made in developing the cost model. 2. That the cost submitted demonstrates value for money, including explaining the steps taken by the bidder to enable this and manage the proposed budget over the lifetime of the contract. 3. That any proposed cost savings are achievable and won’t be delivered at detriment to the quality of delivery. 4. What additional risks have been factored into the cost of the bid and the steps that the bidder will be taking to mitigate these risks. 5. Any additional savings or discounts that could be delivered, including what actions the bidder would expect from the department in order to realise these. |

**6. Working Arrangements**

To ensure the effective and efficient delivery of the contract, the successful contractor will be expected to engage with the Department on a regular basis as part of a structured Contract Management process.

The final structure of this process will be agreed between the parties as part of the implementation period, but as a minimum the contractor would be expected to cover three distinct areas:

1. **Ensuring contract start for 1 April 2022.**

The implementation plan submitted as part of the response to Requirement 4 will be used as the basis for ensuring the contract is ready to start delivery from 1 April 2022.

For clarity, the key deliverables that the Department requires by 1 April 2022 include:

1. all contractual documentation, with both the Department and any required third parties, completed;
2. ASYE child and family webpages live, including support and guidance content available;
3. webpages maintenance schedule, with defined review and update points;
4. web based portal ready to begin accepting:
   1. new registrations from employers; and
   2. completions from existing employers of participating social workers for whom completion of the ASYE programme is outstanding after 31 March 2022.
5. Quality Assurance process shared and agreed by the Department and ready to be implemented;
6. payment system ready to begin making payments;
7. communications and engagement plan, including key stakeholders identified, messages to be shared and timeline for execution;
8. contract management processes agreed; and
9. all required assets identified and secured to allow for delivery.

The finalisation and use of the Implementation Plan and the consequence of not delivering against it are outlined in Schedule 6 of the T&C’s. The requirements within that schedule include the regular review and co-operative management of this plan to ensure its success.

1. **Ensuring monthly performance updates are provided.**

To enable on-going monitoring of the performance of the contract, the successful contractor will be required to supply regular updates to the Department. These monthly updates will take the form of:

1. a report, with the format of the report to be agreed but which will be required to be sent to the Department by the third (3rd) business day of the month, and
2. a meeting, which will be arranged to take place no earlier than five (5) working days from the submission of the report, between the contractor and Department’s representative(s).

These updates will be required against the following areas, and any others as agreed between the parties:

| **Ability to track and regularly report on:** | **Suggested datasets** |
| --- | --- |
| Number of registrations and completions for each month | * Overall numbers and trends. * Breakdown by area and region. * Breakdown by employer. * Analysis of timely recording of completion by employers. |
| Number of certificates issued | * Breakdown by cohort and employer. |
| Analysis of protected characteristics data | * In-depth analysis of Protected Characteristics data from the portal. * (*This will form the basis for an equality and diversity action plan to be implemented.)* |
| Milestone payments made for registers and milestone payments made for completers for all ongoing cohorts | * Number of payments made for each by NQSW and region/employer. * Average time taken to make payment to employers on submission of required evidence. |
| Enquiry handling and responses through dedicated inbox and support line | * Numbers of enquiries broken down over time. * Details of issues and significant trends. * Average time taken to resolve urgent queries. |
| Communications and engagement activity | * Number of webpage views. * Average time spent on webpages. * Social media engagement including sentiment. * Number of NQSW led blogs. * Number of blog subscribers. * Average reading time on blog. * Number of visitors to the blog. * Number and feedback of events/roundtables/forums held with employers and NQSWs. |
| User satisfaction levels, including qualitative feedback on events / interactions | * Accessibility. * Suitability. * Whether it was useful / met their needs. * Whether and how learning has been adopted. * Perceived impacts this has had. |
| Quality assurance activity | * Evidence of quality assurance activity undertaken against project delivery plan. * Best practice examples and how these are being utilised to inform/enable continuous improvement. * Evidence of improvement plans identified, implemented and progress against these. |
| COVID recovery activity | * Identification of insights on how COVID continues to impact on the ASYE programme and NQSWS. * Evidence activity undertaken to support employers and NQSWs in COVID recovery. |
| Trends in registrations and completions to inform accurate budget and forecasts. | * Analysis of trends and their impact on budget forecasts. * Identification and analysis of external factors which may affect ASYE in the sector. |

Any performance issues identified during these monthly updates will firstly be addressed in this meeting, with corrective actions agreed between both parties. Any issues that continue for **more than two (2)** months will trigger a formal performance improvement process, as described in Clause 9 Monitoring and Remediation of the T&C’s.

1. **Ensuring quarterly key performance and delivery plan updates.**

For this contract, the Department acknowledges the importance of measures that focus on how much of something is being delivered, like the data we are requesting be provided monthly, but we also want to be confident that the contract is making a difference.

We want to work with the successful contractor to be able to better demonstrate the impact the contract is having on NQSWs and, as such, would like to challenge bidders to help define what measures should be used to demonstrate that those engaged with the ASYE programme are better off for their experience.

Whilst the Department is clear on what areas we see as key to the success of this programme, we also understand that the different ways bidders may intend to achieve the outcomes of the contract may require different methods of measurement. To ensure the measurement aligns with the chosen delivery method, we are asking bidders to help define no more than ten (10) KPIs, which will be used to demonstrate success in these key areas. These KPIs will be agreed prior to contract signature and will form the Contractual KPIs to be included in Schedule 3 of the T&Cs.

**The Departments key areas are:**

* **Reducing inequality of ASYE outcomes experienced by those NQSWs with protected characteristics.**

As described in section 3 (description of requirements) we know that some groups of participants are less likely to achieve the same outcomes as others during their ASYE and that the successful contractor will be required to continue working to address this disproportionality.

We will require at **least one (1) KPI (potentially for each group impacted)** that demonstrates the impact the contractor has on addressing these inequalities.

***Please note***; we accept that the measures in this area may take longer to develop, due to the lack of current intelligence, so will accept a proposal that utilises year one (1) as an exploratory and benchmarking period, with the final KPI measures being agreed to start at the beginning of year two (2).

* **Ensuring support and guidance provided is relevant, is available when and where needed and supports a high-quality ASYE experience.**

The successful contractor will be expectedto ensure that support and guidance is available to those undertaking their ASYE and their employers in a variety of accessible formats and via different routes.

We will require **KPIs** that demonstrate that the support and guidance made available is being provided in the right manner and is meeting the needs of those using it. We would be especially interested in **at least 1 KPI** that demonstrates the impact of additional support and guidance provided to those employers where retention and success rates are disproportionately low.

***Please note***: Any KPIs proposed for this area **must include** a measure that demonstrates that ***at least 90% of employers are satisfied with the support they are receiving from the contractor*.**

* **Demonstrating impact of quality assurance process on the overall effectiveness of the programme**.

As a new element of the programme the successful contractor will be expected to address disparities in the quality of experience felt by those undertaking their ASYE by implementing a quality assurance process that challenges employers to provide a high quality ASYE programme to their NQSWs.

We will require **at** **least one (1) KPI** that demonstrates the impact the contractor is having to ensure a consistent, high quality of experience across all ASYE participants and **at least one (1) KPI** to demonstrate that employers feel more supported in improving the quality of the NQSW ASYE experience.

* **Ensuring the voice of NQSW and their employers are considered as part of the continuous development of the ASYE programme.**

To ensure ASYE is meeting the needs of the participants and their employers, the successful contractor must have mechanisms in place to enable feedback which can be analysed to inform future developments.

We will require **at least one (1)** **KPI** that demonstrate that the contractor is effectively gathering the opinions of participants and their employers and is using these to inform proposals for future development.

* **Demonstrating the Social Value impact delivered by the contractor.**

This key area is covered under the specific Social Value requirement, so bidders will have to allow for this KPI as part of their proposed, maximum 10, KPI and will not be expected to revisit their proposal as part of this requirement.

|  |
| --- |
| Bidders will be required to submit a response that outlines how they will demonstrate success in the key areas.  For each area the bidder must:   1. Describe what metrics they are proposing for measurement, including what target they are proposing and the frequency of this reporting. 2. Demonstrate how they have set the target to ensure that it is stretching yet achievable over time. 3. Describe why this is the right metric, including describing any other metrics considered and why, where applicable, they have been discarded. 4. Describe the process by which they will continuously improve these metrics so that they will always be focussed on ensuring the right data is being captured to demonstrate impact in each area. |

Alongside the monthly performance updates, the contractor will be required to provide a report and attend an extended meeting on a quarterly basis, with the report required no more than 5 working days prior to the meeting, to discuss their achievements against the agreed set of KPIs, and to also look forward to identifying how performance can be continuously improved.

**Service levels**

To ensure transparency, the following table has been collated to enable bidders to see all minimum service requirements in a single view.

| **Service level** | **Measure** | **Compliance** |
| --- | --- | --- |
| Reporting and meetings | Contractor meetings – monthly and quarterly as agreed with the contract manager.  Monthly reporting: submit monthly programme reports five working days prior to the date of each monthly meeting. | 100% DfE monitoring. |
| Quarterly reporting: submit a quarterly programme report no later than five working Business Days prior to the date of the quarterly meeting. |
| Annual report: submit annual qualitative review of effectiveness of programme by 30 April for each contracted year. |
| In delivering the services offer a responsive and supportive service to participants and their facilitators.  Respond to 100% of enquires and correspondence from the Department within 3 working days of receipt. |
| Administration/ Communication | Enquiry handling: 95% of all urgent queries dealt with (or acknowledged with enquirer with suggested timescale for completion) within 1 working day. |
| Action data requests from the Department within 3 working days of receipt and where this is not possible, responding to the requester within 2 working days. |
| Data requests | Completion of due diligence checks within 5 working days (of receipt of full registration).  Completion, communication and issue of grant offer within 5 working days. |
| Finance | Milestone 1 and Milestone 2 payments: Payment of milestones to employers on submission of required complete evidence via monthly payment run. |
| Ensure that invoices are submitted to the Department within 10 working days of the end of the relevant charging period/completion of the activity. |
| Monitor and provide accurate financial forecasts over the financial year reporting at monthly and quarterly contract management meetings as required. Quality assurance and due diligence of grants awarded. |
|  | Provide the Department with documentation on the process for checking and processing payments and measures in place to mitigate fraud. |
|  | Ensure that Change Control Notes are signed by both parties prior to any additional work being undertaken (Department or contractor to ensure paperwork is issued in a timely fashion when change required). |
| Commercial Management | Ensure that all administrative personnel are aware of and abide by relevant complaints procedures. |
| Complaints | Main management contact to report all complaints orally and in writing to the Department within 3 working days. |
| Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 working days of a request being made or an event taking place (subject to system availability). |
| Records and questionnaires | Employer registrations, NQSW starts and completions via a web-based portal at any point during the financial year on the submission of certain information about the participant: Completion of registration acknowledgement within 3 working days. |
| Delivery | Keeping accurate records as the data processor ensuring records are kept securely and up to date.  Web based portal incident and downtime agreements. |
| Standards for ensuring the learning agreement is in place within 4 weeks are included in guidance |
| Standards for ensuring all 3-month reviews are carried out within 4 weeks are included in guidance. |  |
| Support those employees responsible for the delivery of the ASYE programme within employers e.g., ASYE leads, supervisors, assessors etc, through opportunities for training and development. |  |
| Standards for ensuring Quality assurance of evidence is in place. Employer confirms outcome via portal prior to award of certificate. Issuing of certificates with 5 working days of request. |  |
| Supply appropriate equipment to support the delivery of the services at any face-to-face events. |  |
| Suitability of venue: events take place in venues and facilities which are relevant to the event and day.  Providing opportunity to attend in person or virtually where appropriate. |  |
| ICT should be adequate and meet the minimum specification of the programme. |  |
|  |  |
|  |
| Quality Assurance | To have reports written within 4 weeks of quality assurance visits taking place. |
|  | Plans in place to support and challenge those employers who aren’t providing the level of support. |
|  | Provide the Department in advance with a schedule of all QA visits taking place. |
|  | Enable the Department to engage with employers and stakeholders via the contractor to seek feedback where appropriate. |
|  |  |
| Events and forums | The Department to be involved in relevant forums and events to build intelligence on the programme to help inform future thinking. |
| Exit Planning | Provide the Department with an exit plan within 3 months of the contract being signed. Review and update the plan every 6 months and send to the Department for approval. |  |
| Evaluation | Contribute to the evaluation of the effects of the programme by reviewing employer and NQSW satisfaction, learning outcomes, improvements in the programme. Contractor must have mechanisms in place to enable feedback which can be analysed to inform future developments. |  |
| Social Value | Contractor to have a timed project plan and process in place, including how they will implement their commitment and by when. Also, how they will monitor, measure and report on their commitments/the impact of their proposals. |  |

**End of Specification**

**Schedule 2**

**Charges**

1. The DFE shall pay the Contractor the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs set out in Schedule 3.
2. The DfE agrees to recompense the Contractor for annual costs associated with the provision of  an Independent IT Health Check (ITHC) using an NCSC CHECK Scheme ITHC provider, (clause 6.20). The Contractor shall ensure that this first check is conducted by 30 April 2022 and shall notify the DfE of  the actual cost for that year. This annual obligation shall apply throughout the term of the contract.
3. Other than the additional costs The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DFE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
4. The DFE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
5. Indexation shall not apply to the Charges.

The Contractor shall be entitled to invoice the Charges following acceptance by the DFE of satisfactory completion of the Services or, where performance of the Services will continue monthly in arrears (as set out in the table below).

**Table 1 Schedule of Charges 1 April 2022 – 31 March 2023**

|  |  |  |
| --- | --- | --- |
| **Month** | **Year 1** | **Year 2** |
| April | £62,677 | £60,246 |
| May | £44,986 | £42,555 |
| June | £44,986 | £42,555 |
| July | £44,986 | £42,555 |
| August | £42,128 | £42,555 |
| September | £67,598 | £68,025 |
| October | £113,510 | £108,417 |
| November | £42,128 | £42,555 |
| December | £42,128 | £42,555 |
| January | £42,128 | £42,555 |
| February | £42,128 | £42,555 |
| March | £124,286 | £119,198 |
| **Total** | **£713,669** | **£696,326** |

1. Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
2. The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
3. The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
4. Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
5. The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
6. Invoices shall be sent, within 30 days of the end of the relevant month electronically by email to [accountspayable.OCR@education.gov.uk](mailto:accountspayable.OCR@education.gov.uk), quoting the Contract reference number. To request a statement, please email [accountspayable.BC@education.gov.uk](mailto:accountspayable.BC@education.gov.uk), quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
7. The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
8. If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
9. On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
10. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
11. It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

**Schedule 3**

**Key Performance Indicators (KPIs)**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Critical KPI Failure”** | a failure to achieve KPI Threshold in 50% or more KPI for a period of at least six (6) months. |
| **"Service Credits"** | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPIs; |
| **"Service Credit Cap"** | The Service Credit Cap is 10% of the annual contract value directly attributed to the delivery of the project by the supplier. This means that budget allocated for funding ASYE participant activity does not contribute towards the Service Credit Cap. |
| **"KPI Failure"** | means a failure to meet the KPI Performance Measure in respect of a KPI; |
| **"KPI Performance Measure"** | shall be as set out against the relevant KPI in the Annex to Part A of this Schedule; and |
| **"KPI Threshold"** | means the minimum threshold and shall be as set out against the relevant KPI in the Annex to Part A of this Schedule. |

1. **What happens if you don’t meet the Key Performance Indicators?**
   1. The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each KPI.
   2. The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any KPI Performance Measure.
   3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
   4. A Service Credit shall be the Buyer’s exclusive financial remedy for a KPI Failure except where the Supplier has over the previous (twelve) 12 Month period exceeded the:
      1. Service Credit Cap; and/or
      2. the KPI Failure:
         * exceeds the relevant KPI Threshold.
         * has risen due to a Prohibited Act or wilful Default by the Supplier;
         * results in the corruption or loss of any Government Data; and/or
         * results in the Buyer being required to make a compensation payment to one or more third parties; and/or
         * the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (Buyer Termination Rights).
   5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of KPI Performance Measure in respect of one or more KPIs and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      1. the total number of KPIs for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
      2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
      3. there is no change to the Service Credit Cap.
2. **Critical KPI Failure**
   1. On the occurrence of a Critical KPI Failure:
      1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
      2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical KPI Failure**"),
   2. provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Part A: KPIs and Service Credits**

1. **Key Performance Indicators (KPIs)**
   1. If the level of performance of the Supplier:
      1. is likely to or fails to meet any KPI Performance Measure; or
      2. is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + - * 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
        2. instruct the Supplier to comply with the Monitoring and Remediation process in Clause 9 of the T & C’s.
        3. if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
        4. if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for material Default).

1. **Service Credits**
   1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
   2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + - * 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
        2. instruct the Supplier to comply with the Monitoring and Remediation process in Clause 9 of the T & C’s.
        3. if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
        4. if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for material Default).

1. **Service Credits**
   1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
   2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

**Annex A to Part A: KPIs and Service Credits**

**KPIs and Service Credits for 2022/23 and 2023/24 are detailed in the tables within this Annexe.**

**The Service Credits shall be calculated on the basis of the following formula:**

|  |  |  |
| --- | --- | --- |
| **Formula: x% (KPI Performance Measure) - x% (actual KPI performance)** | **=** | **x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer** |
| **Worked example: 90% (e.g. KPI Threshold for employer satisfaction) 83% (e.g., actual performance achieved against this KPI in a Service Period)** | **=** | **7% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer** |

**Performance Measures (1 April 2022 – 31 March 2023)**

**\*Measures for the KPIs in Year 2 to be established. Targets to be agreed, and service credits applied, once baseline figures have been confirmed from findings in Year 1.**

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Equity -** Ensure an inclusive experience and support for all those with protected characteristics through ASYE. | | | | | |
| 1 | **Reduction in the disparity of failure rates between NQSWs from White and minoritised ethnic backgrounds** | We will be **monitoring trends** in this data over time and expect to observe **a more equitable picture in relation to ASYE assessment outcomes**  **Baseline analysis** of the 2018/19, 2019/20 and 2020/21 cohorts undertaken in 2021 showed that ‘White’ NQSWs were 2.92 times more likely to pass their ASYE than those from marginalised groups.  *< 2 = success*  *2-4 = achieved (improvements to be made)*  *> 4 = not achieved (service credits may be applied)* | Building on the techniques tested during the baseline analysis of portal data (logistic regression analysis testing for causal, one-directional relationships) we will undertake **annual analysis of the portal data** to monitor trends over time.  The **annual survey of NQSWs** will include questions to explore their experience in relation to EDI issues, mirroring questions asked in the annual employer survey.  These issues will also be discussed at the **GEMS forum** to provide further, qualitative information on this issue.  Data from the survey and forum will enable us to build a more detailed picture of NQSW experiences to support the protected characteristics analysis. | The annual analysis of the protected characteristics data will be reported on in March each year. The results will be included in the annual evaluation report.  The analysis will inform discussions with employers and NQSWs at QA visits, forums and events throughout the year. We will share our knowledge with the sector and guidance will be issued to support positive changes in future years.  Statistics on the number of NQSWs signed up by programme type, age, gender, ethnicity and disability of participants will be reported at the monthly review meetings along with progress against the equalities action plan. | 0.2% Service Credit applied for failure to reach the achieved Service Level Performance Measure |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Equity -** Ensure an inclusive experience and support for all those with protected characteristics through ASYE. | | | | | |
| 2 | **Contributing to greater cultural competence across the sector** | Monitor the percentage of employers and NQSWs reporting that their **organisation incorporates anti-racist practices in the delivery of the AYSE\***  \* Data collected in 2021/22 from employers was that 43% of organisations are doing so  *> 60% = success*  *50-60% = achieved (improvements to be made)*  *< 50% = not achieved (service credits may be applied)* | Questions will be included in the **annual employer and NQSW surveys** to tease out issues relating to anti-racist practice.  The **GEMS forum** will provide an opportunity to discuss EDI issues with NQSWs to provide further, qualitative information on this issue.  EDI issues will also be discussed with employers and NQSWs during **QA visits**.  We will use some of the **‘snapshot’ surveys**, embedded in the monthly social work briefing, to take temperature checks at regular intervals on EDI issues. | The results of the annual survey will be published in March each year.  Any data collected through forums, QA visits and ‘snapshot’ surveys will be reported at the quarterly meetings, as appropriate. | 0.2% Service Credit applied for each percentage under the specified Service Level Performance Measure |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Quality -** Support NQSWs’ transition from learning to their first year of practice in specialised child and family social work, building NQSWs’ confidence, skills and experience and ensuring all NQSWs meet the PQS | | | | | |
| 3. | **Employer satisfaction and programme quality and consistency** | At least 90% of responding employers report **satisfaction with the quality of support, resources and guidance provided**.  *> 90% = success*  *85-90% = achieved (improvements to be made)*  *< 85% = not achieved (service credits may be applied)* | Through the use of existing questions in the **annual employer survey**, we will explore the usefulness of the support, resources and guidance produced.  We will develop additional questions to draw out issues relating to accessibility and suitability.  We will explore and report on what employers have done differently as a result and the impact they perceive this to have had.  **Qualitative feedback** will be sought via attendees at forums and events to gain richer intelligence.  DfE colleagues will attend some forums and events to gain intelligence for policy thinking and development. We will facilitate opportunities for DfE colleagues to approach stakeholders direct to gain feedback where required. | The results of the annual survey will be published in March each year.  Any data collected through events and forums will be reported at the monthly meetings, as appropriate. | 0.2% Service Credit applied for each percentage under the specified Service Level Performance Measure |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Quality -** Support NQSWs’ transition from learning to their first year of practice in specialised child and family social work, building NQSWs’ confidence, skills and experience and ensuring all NQSWs meet the PQS | | | | | |
| 4. | **Programme impact on employers and NQSWs** | Establish a baseline for **employers/programmes requesting additional support** reporting a positive change as a result of the intervention/s received.  Set stretch targets for 2023/24 onwards based on baseline data.  At least 90% of attendees agree that the learning objectives of **events / training sessions** have been met.  *> 90% = success*  *85-90% = achieved (improvements to be made)*  *< 85% = not achieved (service credits may be applied)* | From 1st April 2022, we will introduce a **two-stage process** to explore how additional support provided positively impacts the practice of those seeking help:   1. When an employer/programme requests assistance we will capture their baseline position through a short proforma. 2. We will follow this up after 6 months to enable us to report on the ‘distance travelled’ as a result of the support provided.   **Feedback surveys will be issued at all events/training sessions** to check that the learning objectives have been met and how attendees plan to implement any new knowledge or skills. This will also enable us to enhance our understanding of the value of the support, resources and guidance produced and will identify areas for improvement. | The baseline position / follow-up progress position relating to additional support provided to employers / programmes will be reported at the quarterly meetings, as appropriate. This will include support plans produced, feedback received, actions taken and the impact realised.  Stretch targets for 2023/4 will be agreed with the DfE based on year one results.  Any data collected through events and forums will be reported at the monthly meetings, as appropriate. | 0.2% Service Credit applied for each percentage under the specified Service Level Performance Measure |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Sufficiency -** Support the retention of NQSWs by giving them a good start to their career. | | | | | |
| 5. | **Impact of QA process has had on the ASYE programme** | Establish a baseline for **employers reporting that the QA process has had a positive impact** on the ASYE programme (wording of new question/s to be agreed by 30th September 2022).  Set stretch targets for 2023/24 onwards based on baseline data.  **QA evaluation reports** to highlight issues in specific organisations where the AYSE is not working well. | We will introduce new questions into the **annual employer survey** (due to be issued in January 2023) to explore views on the perceived impact of the QA process on the AYSE programme.  We will base the new questions on those used by SfC in other programmes to ensure we are using measures that have been tested and proven to work.  QA evaluation reports will be completed after each **QA visit**. | The results of the annual survey will be published in March each year.  Any relevant data collected through QA visits will be reported at the monthly meetings, as appropriate. | **\* Service credit to be applied in Year 2** |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Sufficiency -** Support the retention of NQSWs by giving them a good start to their career. | | | | | |
| 6. | **NQSWs report feeling supported in their ASYE experience** | Establish a baseline of **how supported NQSWs feel in their ASYE** (wording of new question/s to be agreed by 30th September 2022).  Set stretch targets for 2023/24 onwards based on baseline data. | We will introduce a new, **annual NQSW survey** (due to be issued in January 2023) to explore satisfaction with the support provided by employers during the ASYE.  The survey will be supplemented by **questions asked at the NQSW forum meetings** to gain additional qualitative data. This will ensure that SfC has a ‘temperature check’ at other points during the year and can take action in line with protocol for addressing issues raised by NQSWs. | The results of the annual survey will be published in March each year.  Any relevant qualitative data collected through NQSWs forums and meetings will be reported at the monthly meetings, as appropriate. | **\* Service credit to be applied in Year 2** |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Sufficiency -** Support the retention of NQSWs by giving them a good start to their career. | | | | | |
| 7. | **Employers and NQSWs are engaged with over the year. Feedback to inform the future development of the programme.** | **75% of employers and 500 NQSWs are engaged with over the year**.  Establish a baseline to ascertain the extent to which **employers and NQSWs feel their views have been heard / they have been able to shape the development of the programme**.  Set stretch targets for 2023/24 onwards based on baseline data. | We will identify **‘touch points’** throughout the year that will enable us to gather employer and NQSW views on a wide range of issues. These will include:  Annual employer/NQSW Surveys  QA visits  360-degree tool  forums and events  training opportunities.  We will add a new question/s to the **annual surveys** to establish if employers/NQSWs feel they have been able to share their views and shape the development of the programme. | Any relevant qualitative data collected through employer / NQSWs forums, meetings and events, or through QA visits or 360-degree tools will be reported at the monthly meetings, as appropriate.  The results of the annual surveys will be published in March each year. | **\* Service credit to be applied in Year 2** |

|  | **KPI** | **Performance Measure/Success Factor** | **Monitoring Method** | **Performance Objective** | **Service Credit applied** |
| --- | --- | --- | --- | --- | --- |
| **Social Value –** ensuring under-represented groups are monitored and steps taken to eliminate bias | | | | | |
| 8. | **Social Value** | **Workforce diversity** - 10% of our workforce currently identify as **BAME** & 10% as having a **disability/long-term condition**. This is benchmarked against the national sector average and informs our organisational ‘Belonging Strategy’ and action plan.  *> 10% = success*  *8-9% = achieved (improvements to be made)*  *< 8% = not achieved (service credits may be applied)* | SfC will monitor the protected characteristics of its workforce and take steps to eliminate bias within the recruitment and retention processes.  The results of the ‘Workforce Composition’ report informs our ‘Belonging Strategy’ (our internal EDI document), which are reported to our Board. The strategy has 3 key objectives\* and an action plan. Trends are monitored over time to ensure that the policies and procedures in place are having the desired impact.  *\**  *1) To cultivate a culture of ‘belonging’ and identify opportunities to enhance inclusion for all*  *2) To enhance diversity within all teams so that there is more proportionate representation in our structure*  *3) To take positive steps to be actively anti-racist and to tackle any internal inequalities* | Our ‘Workforce Composition’ report is published in June each year. Appropriate extracts from this report will be included in the annual evaluation report to evidence this KPI. | **\*** 0.2% Service Credit applied for each percentage under the specified Service Level Performance Measure |

**Schedule 5**

**Commercially Sensitive Information**

1. What is the Commercially Sensitive Information?
   1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
   2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
   3. Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
| 1 | From the Contract Award date. | * Details of key personnel within Skills for Care and its sub-contractor organisations. * Descriptions of business models within the bid, which detail the commercial function and the roles of subcontractors within it. | Until otherwise notified by the contractor |
| 2 | From the Contract Award date. | * References to individual pricing elements and calculations within the contract documents and the bid) e.g. Cost Model. * Copyright information (Skills for Care). * Innovative or unique solutions or methodologies. | Until otherwise notified by the contractor |

**Schedule 6**

**Implementation Plan and Testing**

**Part A - Implementation**

1. **definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Delay"** | 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **"Deliverable Item"** | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| **"Milestone Payment"** | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; |
| **Implementation Period"** | has the meaning given to it in Paragraph 7.1; |

1. **Implementation Plan** 
   1. The Implementation Period will be a 3 Month period.
   2. In accordance with the Implementation Plan, the Supplier shall:
      1. work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
      2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
      3. liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
      4. produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
   3. The Implementation Plan will include detail stating:
      1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
      2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
   4. In addition, the Supplier shall:
      1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
      2. mobilise all the Services specified in the Specification within the Contract;
      3. produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
         1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
         2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
      4. manage and report progress against the Implementation Plan;
      5. construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
      6. attend progress meetings (frequency of such meetings shall be as set out in the contract) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
      7. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.
2. **Agreeing and following the Implementation Plan**
   1. The Supplier shall provide a final Implementation Plan as set out in the Annex to this Schedule **10 working** days after the notification of contract award.
   2. The Implementation Plan:
      1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
      2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
   3. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   4. The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
   5. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
3. **Reviewing and changing the Implementation Plan**
   1. The Supplier shall keep the Implementation Plan under review in accordance with the Buyer’s instructions and ensure that it is updated on a regular basis.
   2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
   3. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
   4. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.
4. **What to do if there is a Delay** 
   1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
      1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
      2. include in its notification an explanation of the actual or anticipated impact of the Delay;
      3. comply with the Buyer’s instructions in order to address the impact of the Delay or anticipated Delay; and
      4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
5. **Compensation for a Delay**
   1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
      1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to Achieve the corresponding Milestone;
      2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier’s failure to Achieve a Milestone by its Milestone Date except where:
         1. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When the Buyer can end this contract); or
         2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
      3. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
      4. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
      5. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

**Annex 1: Implementation Plan**

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

| **Milestone** | **Deliverable Items** | **Duration** | **Milestone Date** | **Buyer Responsibilities** | **Milestone Payments** | **Delay Payments** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Changes to Portal to ensure registration data for NQSWs meets requirements. | 1 month | 01 May 2022 |  | As per agreed monthly invoice schedule |  |
| 2 | Update to web pages | Sequential to ASYE refresh and to other new resources/products during year 1. | 30 June 2022  30 Sept 20922  31 Dec 2922  31 Mar 2022 |  | As per agreed monthly invoice schedule |  |
| 3 | Develop action plan for additional QA process and collaborative process with employers to include development of   * Self-assessment report * Stretch criteria * QA for assessors * QA panel | 6 months | 30 Sept 2022 |  | As per agreed monthly invoice schedule |  |
|  |  |  |  |  |  |  |
| 4 | Agree QA link with grant funding and intermediate evidence | 1 month | 01 May 2022 |  | As per agreed monthly invoice schedule |  |
| 5 | Implementation of refreshed ASYE assessment methodology, guidance and templates for use from 01 Sept 2022 | Webinars-Apr/May  Area meetings Jun/Jul | 01 Sept 2022 |  | As per agreed monthly invoice schedule |  |
| 6 | Action Learning support for Assessors | Delivered throughout the year | Plan in place by 30 Jun 2022 |  | As per agreed monthly invoice schedule |  |
| 7 | Develop criteria for bespoke action learning interventions | 2 months | 31 May 2022 |  | As per agreed monthly invoice schedule |  |
| The Milestones will be Achieved in accordance with this Schedule 6: (Implementation Plan and Testing)  For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be **5 working days.** | | | | | | |

**Schedule 7 Variation Form**

This form is to be used in order to change a contract in accordance with Clause 19 of the Core Terms (Changing the Contract)

|  |  |  |
| --- | --- | --- |
| **Contract Details** | | |
| This variation is between: | **[**Buyer**]** (**“the Buyer"**)  And  **[insert** name of Supplier**]** (**"the Supplier"**) | |
| Contract name: | **[insert** name of contract to be changed] **(“the Contract”)** | |
| Contract reference number: | **[insert** contract reference number] | |
| **Details of Proposed Variation** | | |
| Variation initiated by: | **[delete** as applicable: Buyer/Supplier] | |
| Variation number: | **[insert** variation number] | |
| Date variation is raised: | **[insert** date] | |
| Proposed variation |  | |
| Reason for the variation: | **[insert** reason] | |
| An Impact Assessment shall be provided within: | **[insert** number] days | |
| **Impact of Variation** | | |
| Likely impact of the proposed variation: | **[Supplier to insert** assessment of impact] | |
| **Outcome of Variation** | | |
| Contract variation: | This Contract detailed above is varied as follows:   * **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ **[insert** amount] |
| Additional cost due to variation: | £ **[insert** amount] |
| New Contract value: | £ **[insert** amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Schedule 8**

**Staff Transfer**

1. **Definitions**
   1. In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Employee Liability"** | all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:   * 1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; |
|  | * 1. unfair, wrongful or constructive dismissal compensation; |
|  | * 1. compensation for discrimination on grounds of  sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity  or sexual orientation or claims for equal pay; |
|  | * 1. compensation for less favourable treatment of part-time workers or fixed term employees; |
|  | * 1. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; |
|  | * 1. claims whether in tort, contract or statute or otherwise; |
|  | any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; |
| **"Former Supplier"** | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor); |
| **"Partial Termination"** | the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When the Buyer can end this contract ) or 10.6 (When the Supplier can end the contract); |
| **"Relevant Transfer"** | a transfer of employment to which the Employment Regulations applies; |
| **"Relevant Transfer Date"** | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate; |
| **"Supplier's Final Supplier Personnel List"** | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| **"Supplier's Provisional Supplier Personnel List"** | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| **"Staffing Information"** | in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:  (a) their ages, dates of commencement of employment or engagement, gender and place of work; |
|  | (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; |
|  | (c) the identity of the employer or relevant contracting Party; |
|  | (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; |
|  | (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; |
|  | (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; |
|  | (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); |
|  | (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; |
|  | (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and |
|  | (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| **"Term"** | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| **"Transferring Buyer Employees"** | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| **"Transferring Former Supplier Employees"** | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

1. **INTERPRETATION**

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

1. **Which parts of this Schedule apply**

Only the following parts of this Schedule shall apply to this Contract:

* + Part E (Staff Transfer on Exit)

# 

**Part E: Staff Transfer on Exit**

1. **Obligations before a Staff Transfer**
   1. The Supplier agrees that within 20 Working Days of the earliest of:
      1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
      2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
      3. the date which is 12 Months before the end of the Term; and
      4. receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

* 1. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier’s Final Supplier Personnel List (insofar as such information has not previously been provided).
  2. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
  3. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
  4. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier’s Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
     1. not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
     2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
     3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
     4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
     5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
     6. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
     7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
     8. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
     9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
     10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
     11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably)).
     12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
     13. fully fund any Broadly Comparable pension schemes set up by the Supplier;
     14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
     15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
     16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
  5. On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
     1. the numbers of employees engaged in providing the Services;
     2. the percentage of time spent by each employee engaged in providing the Services;
     3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
     4. a description of the nature of the work undertaken by each employee by location.
  6. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
     1. the most recent month's copy pay slip data;
     2. details of cumulative pay for tax and pension purposes;
     3. details of cumulative tax paid;
     4. tax code;
     5. details of any voluntary deductions from pay; and
     6. bank/building society account details for payroll purposes.

1. **Staff Transfer when the contract ends**
   1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
   2. The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
   3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
   4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
   5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
      1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
      2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
      3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
      4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

### **and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier’s employees referred to in Paragraph 2.5.**

* 1. The indemnity in Paragraph 2.5 shall not apply to:
     1. any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, **or**
     2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
  2. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
  3. If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
  4. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
  5. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
  6. The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier’s Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

**Schedule 10**

Security

Part A: Short Form Security Requirements

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "Breach of Security" | the occurrence of:  any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or  the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,  in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2; |
| "Security Management Plan" | the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time. |

1. Complying with security requirements and updates to them
   1. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
   2. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
   3. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
   4. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.
2. Security Standards
   1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
   2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
      1. is in accordance with the Law and this Contract;
      2. as a minimum demonstrates Good Industry Practice;
      3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
      4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
   3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
   4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.
3. Security Management Plan
   1. **Introduction**
      1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
   2. **Content of the Security Management Plan**
      1. The Security Management Plan shall:
         1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
         2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
         3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
         4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
         5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
         6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
         7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
   3. **Development of the Security Management Plan**
      1. Within twenty (20)Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
      2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
      3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
      4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.
   4. **Amendment of the Security Management Plan**
      1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
         1. emerging changes in Good Industry Practice;
         2. any change or proposed change to the Deliverables and/or associated processes;
         3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
         4. any new perceived or changed security threats; and
         5. any reasonable change in requirements requested by the Buyer.
      2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
         1. suggested improvements to the effectiveness of the Security Management Plan;
         2. updates to the risk assessments; and
         3. suggested improvements in measuring the effectiveness of controls.
      3. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
      4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
4. Security breach
   1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
   2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
   3. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
      * 1. minimise the extent of actual or potential harm caused by any Breach of Security;
        2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
        3. prevent an equivalent breach in the future exploiting the same cause failure; and
        4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
   4. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

**6.Departmental Security Standards for Business Services and ICT Contracts**

|  |  |
| --- | --- |
| “BPSS”  “Baseline Personnel Security Standard” | means the Government’s HMG Baseline Personal Security Standard . Further information can be found at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard> |
| “CCSC”  “Certified Cyber Security Consultancy” | is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards.  See website:  <https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy> |
| “CCP”  “Certified Professional” | is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website:  <https://www.ncsc.gov.uk/information/about-certified-professional-scheme> |
| “CPA”  “Commercial Product Assurance”  [formerly called “CESG Product Assurance”] | is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. See website: <https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa> |
| “Cyber Essentials”  “Cyber Essentials Plus” | Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.  There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers:  <https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body> |
| “Data”  “Data Controller”  “Data Protection Officer”  “Data Processor”  “Personal Data”  “Personal Data requiring Sensitive  Processing”  “Data Subject”, “Process” and “Processing” | shall have the meanings given to those terms by the Data Protection Act 2018 |
| "Department’s Data"  “Department’s Information” | is any data or information owned or retained in order to meet departmental business objectives and tasks, including:  (a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:  (i) supplied to the Contractor by or on behalf of the Department; or  (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or  (b) any Personal Data for which the Department is the Data Controller; |
| “DfE”  “Department” | means the Department for Education |
| “Departmental Security Standards” | means the Department’s security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver. |
| “Digital Marketplace / G-Cloud” | means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. |
| End User Devices | means the personal computer or consumer devices that store or process information. |
| “Good Industry Practice”  “Industry Good Practice” | means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| “Good Industry Standard”  “Industry Good Standard” | means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| “GSC”  “GSCP” | means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <https://www.gov.uk/government/publications/government-security-classifications> |
| “HMG” | means Her Majesty’s Government |
| “ICT” | means Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution |
| “ISO/IEC 27001” “ISO 27001” | is the International Standard for Information Security Management Systems Requirements |
| “ISO/IEC 27002” “ISO 27002” | is the International Standard describing the Code of Practice for Information Security Controls. |
| “ISO 22301” | is the International Standard describing for Business Continuity |
| “IT Security Health Check (ITSHC)”  “IT Health Check (ITHC)”  “Penetration Testing” | means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system. |
| “Need-to-Know” | means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties. |
| “NCSC” | The National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is <https://www.ncsc.gov.uk> |
| “OFFICIAL”  “OFFICIAL-SENSITIVE” | the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).    the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP. |
| “RBAC”  “Role Based Access Control” | means Role Based Access Control. A method of restricting a person’s or process’ access to information depending on the role or functions assigned to them. |
| “Storage Area Network”  “SAN” | means an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage. |
| “Secure Sanitisation” | means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.  NCSC Guidance can be found at: <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>  The disposal of physical documents and hardcopy materials advice can be found at: <https://www.cpni.gov.uk/secure-destruction> |
| “Security and Information Risk Advisor”  “CCP SIRA”  “SIRA” | means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:  <https://www.ncsc.gov.uk/articles/about-certified-professional-scheme> |
| “Senior Information Risk Owner”  “SIRO” | means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm’s length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties. |
| “SPF”  “HMG Security Policy Framework” | means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. <https://www.gov.uk/government/publications/security-policy-framework> |

* 1. The Contractor shall be aware of and comply the relevant [HMG security policy framework](https://www.gov.uk/government/publications/security-policy-framework), [NCSC guidelines](https://www.ncsc.gov.uk/section/advice-guidance/all-topics) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
  2. Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification](https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification) - [Action Note 09/14](https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification) dated 25 May 2016, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

6.3 Where clause 6.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements).

The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).

* 1. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
  2. Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor’s or sub-contractor’s own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 6.14.
  3. The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
  4. The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.
  5. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:
  + physical security controls;
  + good industry standard policies and processes;
  + malware protection;
  + boundary access controls including firewalls, application gateways, etc;
  + maintenance and use of fully supported software packages in accordance with vendor recommendations;
  + use of secure device configuration and builds;
  + software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
  + user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
  + any services provided to the department must capture audit logs for security events in an electronic format at the application, service and system level to meet the department’s logging and auditing requirements, plus logs shall be:
    - retained and protected from tampering for a minimum period of six months;
    - made available to the department on request.
  1. The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.
  2. The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.
  3. The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
  4. Whilst in the Contractor’s care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term ‘lock and key’ is defined as: “securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user’s sole control and to which they hold the keys”.

* 1. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term ‘under cover’ means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

* 1. In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the supplier’s assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 6.15.
  2. In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department’s information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

* 1. Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a “need-to-know” in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
  2. All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.
  3. The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
  4. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department’s nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

* 1. The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
  2. The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.
  3. The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor’s, and any sub-contractors’, compliance with the clauses contained in this Section.
  4. The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor’s and sub-contractor’s security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
  5. Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department’s expectation is that the Contractor shall provide written evidence of:
* Compliance with HMG Minimum Cyber Security Standard.
* Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
* Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
* Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be, and date expected.
  1. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service

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**Schedule 11**

**General Data Protection Regulation (GDPR)**

|  |  |
| --- | --- |
| “Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer” | take the meaning given in the GDPR |
| “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 2018” | 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; (iiii) all applicable Law about the processing of personal data and privacy; |
| “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. |
| “GDPR” | the General Data Protection Regulation (Regulation (EU) 2016/679) |
| “Joint Controllers” | Where two or more Controllers jointly determine the purposes and means of processing |
| “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 |
|  |  |

**Schedule 11a 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 – Department for Education, 2 Rivergate, Temple Quay, Bristol, BS1 6E.

The contact details of the Processor’s Data Protection Officer are: REDACTED REDACTED REDACTED REDACTED REDACTED, Skills for Care Ltd, West Gate, 6 Grace Street, Leeds LS1 2RP. Email: REDACTED REDACTEDREDACTED, phone: 07866 802 990.

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. 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 Clause 17.1. |
| Subject matter of the processing | Processing is required in order to ensure that Local Authorities can register newly qualified child and family social workers as part of the enrolment process for an employer led induction programme - Assessed and Supported Year in Employment (ASYE). This will enable the processor to successfully deliver the contract and provide a service to Local authorities and organisations supporting the ASYE programme. |
| Duration of the processing | The duration of processing is in line with the start and end date of this contract 01 April 2022 – 31 March 2024 at which stage all data should be securely transferred back to the Department. |
| Nature and purposes of the processing | The collection of organisation data including Local Authorities and organisations engaged on the ASYE programme.  Processing also includes personal data allowing data subjects (child and family social workers) personal data to be shared with the data processor by employers of the data subject and the Data Controller.  Personal data is processed to generate email invitations to the Skills for Care platform to create a user account.  At registration and account creation stage, consent is captured from data subjects for the processing of their personal data provided when creating their accounts.  Use accounts are unique to data subjects and additional data is captured and linked to these accounts as data subjects progress through the ASYE programme.  The nature of processing includes the collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination, restriction, assessment, erasure and destruction of data.    The data is made available to the Department and its nominated contractor, this is set out in the Privacy Notice shared with data subjects through access to the Online platform. Access is managed through specific accounts that hold varying degrees of access rights; additional user agreements are in place for users with higher levels of access.  Where consent is provided, personal data and assessment data is shared with Data Subjects employers, via employer access to the Online platform  To ensure users only access data they have the right to, organisation of the data is carried out. This includes organising data based on employer and categories of consent.  Where consent is withdrawn, data processing stops, and data erasure protocols are initiated |
| Type of Personal Data | Personal data collected includes:   * Name, date of birth, SWE registration number, employer, qualifications * Gender, ethnicity, disability, age |
| Categories of Data Subject | Categories include:  Child and family social workers, Local Authorities and other Organisations, Contractor and contractor staff. |
| 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 | After contract end, the Data Processor will transfer data back to the Department (Data Controller) using a secure and encrypted file transfer programme. The Data Processor should securely, and permanently, erase the data and provide certification of this to the Department (Data Controller). |

**Schedule 19**

**Cyber Essentials Scheme**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Cyber Essentials Scheme"** | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview> |
| **"Cyber Essentials Basic Certificate"** | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **"Cyber Essentials Certificate"** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form |
| **"Cyber Essential Scheme Data"** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **"Cyber Essentials Plus Certificate"** | the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |

1. **What Certification do you need**
   1. Where the Contract requires that the Supplier provide a Cyber Essentials Certificate prior to contract award. The Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
   2. Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
   3. Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contact Period, the Supplier shall deliver to the Buyer evidence of:
      1. a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
      2. renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
   4. In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
   5. The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
   6. This Schedule shall survive termination or expiry of this Contract.

**Schedule 26**

**Corporate Social Responsibility**

1. **What we expect from our Suppliers**
   1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf>)

* 1. The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1. **Equality and Accessibility**
   1. In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
      1. eliminate discrimination, harassment or victimisation of any kind; and
      2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
2. **Modern Slavery, Child Labour and Inhumane Treatment**

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

* 1. The Supplier:
     1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
     4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
     5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
     6. shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
     7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
     8. shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
     9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
     10. shall not use or allow child or slave labour to be used by its Subcontractors;
     11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

1. **Income Security** 
   1. The Supplier shall:
      1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
      2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
      3. provide all workers with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
      4. not make deductions from wages:
         1. as a disciplinary measure
         2. except where permitted by law; or
         3. without expressed permission of the worker concerned;
      5. record all disciplinary measures taken against Supplier Staff; and
      6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
2. **Working Hours**
   1. The Supplier shall:
      1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
      2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
      3. ensure that use of overtime used responsibly, taking into account:
         1. the extent;
         2. frequency; and
         3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  2. Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers’ health and safety; and

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

1. **Sustainability**
   1. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

**Schedule 30**

**Exit Management**

1. **Definitions**
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Exclusive Assets"** | Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables; |
| **"Exit Information"** | has the meaning given to it in Paragraph 3.1 of this Schedule; |
| **"Exit Manager"** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **"Net Book Value"** | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| **"Non-Exclusive Assets"** | those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes; |
| **"Registers"** | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| **"Replacement Goods"** | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Services"** | any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Termination Assistance"** | the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| **"Termination Assistance Notice"** | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **"Termination Assistance Period"** | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| **"Transferable Assets"** | Exclusive Assets which are capable of legal transfer to the Buyer; |
| **"Transferable Contracts"** | Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| **"Transferring Assets"** | has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| **"Transferring Contracts"** | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

1. **Supplier must always be prepared for contract exit** 
   1. The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
   2. During the Contract Period, the Supplier shall promptly:
      1. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
      2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

* 1. The Supplier shall:
     1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
     2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
  2. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

1. **Assisting re-competition for Deliverables** 
   1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
   2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
   3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
   4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.
2. **Exit Plan**
   1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
   2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   3. The Exit Plan shall set out, as a minimum:
      1. a detailed description of both the transfer and cessation processes, including a timetable;
      2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
      3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
      4. proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
      5. proposals for providing the Buyer or a Replacement Supplier copy of all documentation relating to the use and operation of the Deliverables and required for their continued use;
      6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
      7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
      8. proposals for the disposal of any redundant Deliverables and materials;
      9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
      10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
   4. The Supplier shall:
      1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
         1. every [six (6) months] throughout the Contract Period; and
         2. no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
         3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
         4. as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
      2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
   5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
   6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
3. **Termination Assistance** 
   1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
      1. the nature of the Termination Assistance required; and
      2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
   2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
   3. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).
4. **Termination Assistance Period** 
   1. Throughout the Termination Assistance Period the Supplier shall:
      1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
      2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
      3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
      4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
      5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
      6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
   2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
   3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.
5. **Obligations when the contract is terminated** 
   1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
   2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
      1. vacate any Buyer Premises;
      2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
      3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
         1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
         2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
   3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
6. **Assets, Sub-contracts and Software**
   1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
      1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
      2. (Subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
   2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
      1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
      2. which, if any, of:
         1. the Exclusive Assets that are not Transferable Assets; and
         2. the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

* + 1. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

* 1. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
  2. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
  3. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
     1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
     2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
  4. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
  5. The Buyer shall:
     1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
     2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
  6. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
  7. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

1. **No charges** 
   1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
2. **Dividing the bills** 
   1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
      1. the amounts shall be annualised and divided by 365 to reach a daily rate;
      2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
      3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**Annex**

**Exit Plan to be agreed and inserted once contract is awarded**

**Schedule 4**

**Tender : Project 5633**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Exported on: 16/02/2022 15:55 GMT + 0:00** | |  |  |  |  |  |  |
| **Project Code** | | **project\_5633** | | | | |  |
| **Project Title** | | **Social Work Assessed and Supported Year in Employment** | | | | |  |
| **Reference** | |  | | | | |  |
| **ITT Code** | | **itt\_769** | | | | |  |
| **ITT Title** | | **Social Work Assessed and Supported Year in Employment** | | | | |  |
| **ITT Status** | | **Qualification Evaluation** | | | | |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  | **Skills for Care Ltd** | | |
| **Displayed in Event Currency (GBP)** | |  |  |  | **Response Date : 01/10/2021 11:50:09** | | |
| **1 Qualification Envelope** | | | | | **Questions Answered** | | |
| **77 (out of 92)** | | |
| **1.1 Notes for completion** | | | | | **0 (out of 0)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.1.1** | **Note** | **The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.** |  |  |  | | |
| **1.1.2** | **Note** | **“You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.** |  |  |  | | |
| **1.1.3** | **Note** | **Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.** |  |  |  | | |
| **1.1.4** | **Note** | **The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.** |  |  |  | | |
| **1.1.5** | **Note** | **For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.** |  |  |  | | |
| **1.1.6** | **Note** | **At the contracting authority's discretion, all sub-contractors may be required to complete Part 1 and Part 2.** |  |  |  | | |
| **1.1.7** | **Note** | **For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.** |  |  |  | | |
| **1.1.8** | **Note** | **The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.** |  |  |  | | |
| **1.2 Part 1 - Potential supplier Information** | | | | | **18 (out of 20)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.2.1** | **Note** | **Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.2.2** | **SQ-1.1(a)** | **(\*) Full name of the potential supplier submitting the information** |  |  | **Skills for Care Ltd** | | |
| **1.2.3** | **SQ-1.1(b) – (i)** | **Registered office address (if applicable)** |  |  | **6 Grace Street, West Gate, Leeds LS1 2RP** | | |
| **1.2.4** | **SQ-1.1(b) – (ii)** | **Registered website address (if applicable)** |  |  | **www.skillsforcare.org.uk** | | |
| **1.2.5** | **SQ-1.1(c)** | **(\*) Trading status** |  |  | **g) other (please specify your trading status)** | | |
| **1.2.6** | **SQ-1.1(c) - (other)** | **If 'other', please specify your trading status** |  |  | **Private Limited Company by Guarantee without share capital use of limited exemption** | | |
| **1.2.7** | **SQ-1.1(d)** | **(\*) Date of registration in country of origin** |  |  | **27/10/1999** | | |
| **1.2.8** | **SQ-1.1(e)** | **Company registration number (if applicable)** |  |  | **03866683** | | |
| **1.2.9** | **SQ-1.1(f)** | **Charity registration number (if applicable)** |  |  | **1079836** | | |
| **1.2.10** | **SQ-1.1(g)** | **Head office DUNS number (if applicable)** |  |  | **238753342** | | |
| **1.2.11** | **SQ-1.1(h)** | **(\*) Registered VAT number** |  |  | **135 538313** | | |
| **1.2.12** | **SQ-1.1(i) - (i)** | **(\*) If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?** |  |  | **N/A** | | |
| **1.2.13** | **SQ-1.1(i) - (ii)** | **If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).** |  |  |  | | |
| **1.2.14** | **SQ-1.1(j) - (i)** | **(\*) Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?** |  |  | **No** | | |
| **1.2.15** | **SQ-1.1(j) - (ii)** | **If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.** |  |  |  | | |
| **1.2.16** | **SQ-1.1(k)** | **(\*) Trading name(s) that will be used if successful in this procurement** |  |  | **Skills for Care Ltd** | | |
| **1.2.17** | **SQ-1.1(l)** | **(\*) Relevant classifications (state whether you fall within one of these, and if so which one)** |  |  | **d) None of the above** | | |
| **1.2.18** | **SQ-1.1(m)** | **(\*) Are you a Small, Medium or Micro Enterprise (SME)?** |  |  | **Yes** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.2.19** | **Note** | **See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figuresanalysis/sme-definition/** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.2.20** | **SQ-1.1(n)** | **(\*) Details of Persons of Significant Control (PSC), where appropriate:  - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable)** |  |  | **N/A** | | |
| **1.2.21** | **SQ-1.1(o) Details** | **(\*) Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)** |  |  | **N/A** | | |
| **1.2.22** | **SQ-1.1(p)** | **(\*) Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)** |  |  | **N/A** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.2.23** | **Note** | **Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.** |  |  |  | | |
| **1.3 Part 1 - Bidding model** | | | | | **5 (out of 5)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.3.1** | **Note** | **Please provide the following information about your approach to this procurement:** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.3.2** | **SQ-1.2(a) - (i)** | **(\*) Are you bidding as the lead contact for a group of economic operators?  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.** |  |  | **No** | | |
| **1.3.3** | **SQ-1.2(a) - (ii)** | **Name of group of economic operators (if applicable)** |  |  | **N/A** | | |
| **1.3.4** | **SQ-1.2(a) - (iii)** | **Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.** |  |  | **N/A** | | |
| **1.3.5** | **SQ-1.2(b) - (i)** | **Are you or, if applicable, the group of economic operators proposing to use sub-contractors?** |  |  | **Yes** | | |
| **1.3.6** | **SQ-1.2(b) - (ii)** | **If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor here. We may ask them to complete this form as well.** |  |  | **1.2 Part 1 Potential supplier form.pdf** | | |
| **1.4 Part 1 - Declaration** | | | | | **1 (out of 1)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.4.1** | **Declaration** | **(\*) I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.  I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.  I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.  I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.  I am aware of the consequences of serious misrepresentation.** |  |  | **Yes** | | |
| **1.5 Part 1 - Contact details** | | | | | **6 (out of 6)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.5.1** | **SQ-1.3(a)** | **(\*) Contact name** |  |  | **Serena Lunn** | | |
| **1.5.2** | **SQ-1.3(b)** | **(\*) Name of organisation** |  |  | **Skills for Care Ltd** | | |
| **1.5.3** | **SQ-1.3(c)** | **(\*) Role in organisation** |  |  | **Project Manager - Business Development** | | |
| **1.5.4** | **SQ-1.3(d)** | **(\*) Phone number** |  |  | **07394 404050** | | |
| **1.5.5** | **SQ-1.3(e)** | **(\*) E-mail address** |  |  | serena.lunn@skillsforcare.org.uk | | |
| **1.5.6** | **SQ-1.3(f)** | **(\*) Postal address** |  |  | **6 Grace Street, West Gate, Leeds LS1 2RP** | | |
| **1.6 Part 2 - Grounds for mandatory exclusion** | | | | | **6 (out of 9)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.6.1** | **Note** | **Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.** |  |  |  | | |
| **1.6.2** | **Regulations 57(1) and (2)** | **The detailed grounds for mandatory exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed at the web page below.** |  |  |  | | |
| **1.6.3** | **URL** | **https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.6.4** | **SQ-2.1(a).1** | **(\*) Conviction for Participation in a criminal organisation.** |  |  | **No** | | |
| **1.6.5** | **SQ-2.1(a).2** | **(\*) Conviction for Corruption.** |  |  | **No** | | |
| **1.6.6** | **SQ-2.1(a).3** | **(\*) Conviction for Terrorist offences or offences linked to terrorist activities** |  |  | **No** | | |
| **1.6.7** | **SQ-2.1(a).4** | **(\*) Conviction for Money laundering or terrorist financing** |  |  | **No** | | |
| **1.6.8** | **SQ-2.1(a).5** | **(\*) Conviction for Child labour and other forms of trafficking in human beings** |  |  | **No** | | |
| **1.6.9** | **SQ-2.1(b)** | **If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.** |  |  |  | | |
| **1.6.10** | **SQ-2.2** | **If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)** |  |  |  | | |
| **1.6.11** | **SQ-2.3(a)** | **(\*) Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?** |  |  | **No** | | |
| **1.6.12** | **SQ-2.3(b)** | **If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.** |  |  |  | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.6.13** | **Note** | **Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.** |  |  |  | | |
| **1.7 Part 2 - Grounds for discretionary exclusion** | | | | | **14 (out of 15)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.7.1** | **Regulation 57 (8)** | **The detailed grounds for discretionary exclusion of an organisation are set out on the below web page, which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.** |  |  |  | | |
| **1.7.2** | **URL** | **https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.7.3** | **SQ-3.1(a)** | **(\*) Breach of environmental obligations?** |  |  | **No** | | |
| **1.7.4** | **SQ-3.1 (b)** | **(\*) Breach of social obligations?** |  |  | **No** | | |
| **1.7.5** | **SQ-3.1 (c)** | **(\*) Breach of labour law obligations?** |  |  | **No** | | |
| **1.7.6** | **SQ-3.1(d)** | **(\*) Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?** |  |  | **No** | | |
| **1.7.7** | **SQ-3.1(e)** | **(\*) Guilty of grave professional misconduct?** |  |  | **No** | | |
| **1.7.8** | **SQ-3.1(f)** | **(\*) Entered into agreements with other economic operators aimed at distorting competition?** |  |  | **No** | | |
| **1.7.9** | **SQ-3.1(g)** | **(\*) Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?** |  |  | **No** | | |
| **1.7.10** | **SQ-3.1(h)** | **(\*) Been involved in the preparation of the procurement procedure?** |  |  | **No** | | |
| **1.7.11** | **SQ-3.1(i)** | **(\*) Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?** |  |  | **No** | | |
| **1.7.12** | **SQ-3.1(j) - (i)** | **(\*) The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.** |  |  | **No** | | |
| **1.7.13** | **SQ-3.1(j) - (ii)** | **(\*) The organisation has withheld such information.** |  |  | **No** | | |
| **1.7.14** | **SQ-3.1(j) –(iii)** | **(\*) The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.** |  |  | **No** | | |
| **1.7.15** | **SQ-3.1(j)-(iv)** | **(\*) The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.** |  |  | **No** | | |
| **1.7.16** | **SQ-3.1(k)** | **(\*) Conviction for Fraud.** |  |  | **No** | | |
| **1.7.17** | **SQ-3.2** | **If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)** |  |  |  | | |
| **1.8 Part 3: Selection Questions - Economic and Financial Standing** | | | | | **1 (out of 2)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.8.1** | **SQ-4.1** | **(\*) Are you able to provide a copy of your audited accounts for the last two years, if requested?** |  |  | **Yes** | | |
| **1.8.2** | **SQ-4.1(a-c)** | **If no, can you provide one of the following: (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).** |  |  |  | | |
| **1.9 Part 3: Selection Questions - Economic and Financial Standing Continued** | | | | | **3 (out of 3)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.9.1** | **SQ-4.2** | **(\*) Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out.** |  |  | **Yes** | | |
| **1.9.2** | **SQ-4.3(a)** | **(\*) To evidence the response to question 4.2, please complete the Financial Viability Risk Assessment Tool (FVRAT) by providing financial information in the templates provided.   Completion instructions can be found on the “Supplier’s instructions” tab of the FVRAT.  The FVRAT can be found at https://www.gov.uk/government/publications/the-outsourcing-playbook.   Please Note: Where the potential supplier is not the ultimate parent in a group structure, financial information should be provided in the FVRAT for immediate and ultimate parent companies as well as for the potential supplier. Where the potential supplier is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.  Where the potential supplier is a Lead Supplier for a consortium, separate financial information for other economic operators in the consortium should be provided in the FVRAT where it is proposed they will be assigned responsibility to deliver services worth 10% or more of the total contract value as well as for the potential supplier.   Where the potential supplier proposes to sub-contract part of the Contract, separate financial information for Sub-Contractors should be provided in the FVRAT where it is proposed they will be assigned responsibility to deliver services worth 10% or more of the total contract value.** |  |  | **Financial\_viability\_risk\_assessment\_tool.xlsx** | | |
| **1.9.3** | **SQ-4.3(b)** | **(\*) Has the FVRAT calculated one or more red-rated metrics?** |  |  | **Yes** | | |
| **1.10 Part 3: Selection Questions - Economic and Financial Standing Continued** | | | | | **1 (out of 1)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.10.1** | **SQ-4.3(c)** | **(\*) If yes, please provide supporting statements for those metrics.  Supporting statements should be provided within the FVRAT document for each red rated metric (tabs 3.1 to 3.6) and should contain a maximum of 300 words per supporting statement.  Supporting statements should be provided for all red-rated metrics. This includes those calculated by the FVRAT based on the financial information provided over two financial years for: - the Lead Supplier; and - ultimate and immediate parents of the Lead Supplier where the potential supplier is not the ultimate parent in a group structure; and - Sub-Contractors where it is proposed they will be assigned responsibility to deliver services worth 10% or more of the total contract value; and - economic operators in a consortium where it is proposed they will be assigned responsibility to delivery services worth 10% or more of the total contract value.  Where the potential supplier is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.** |  |  | **1.10.1 SQ-4.3(c) FVRAT supporting statement.pdf** | | |
| **1.11 Part 3: Selection Questions - Group** | | | | | **0 (out of 5)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.11.1** | **Note** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.11.2** | **SQ-5(a)** | **Name of organisation** |  |  |  | | |
| **1.11.3** | **SQ-5(b)** | **Relationship to the Supplier completing these questions** |  |  |  | | |
| **1.11.4** | **SQ-5.1** | **Are you able to provide parent company accounts if requested to at a later stage?** |  |  |  | | |
| **1.11.5** | **SQ-5.2** | **If yes, would the parent company be willing to provide a guarantee if necessary?** |  |  |  | | |
| **1.11.6** | **SQ-5.3** | **If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?** |  |  |  | | |
| **1.12 Part 3: Selection Questions - Technical and Professional Ability** | | | | | **2 (out of 3)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.12.1** | **SQ-6.1** | **Relevant experience and contract examples  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3** |  |  | **1.12.1 SQ-6.1 Relevant experience and contract examples.pdf** | | |
| **1.12.2** | **SQ-6.2** | **Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)** |  |  | **1.12.2 SQ-6.2 Response.pdf** | | |
| **1.12.3** | **SQ-6.3** | **If you cannot provide at least one example for questions 6.1, in no more than 2000 characters please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.** |  |  |  | | |
| **1.13 Part 3: Selection Questions - Modern Slavery Act 2015** | | | | | **3 (out of 4)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.13.1** | **SQ-7.1** | **(\*) Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?** |  |  | **Yes** | | |
| **1.13.2** | **SQ-7.2** | **If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?** |  |  | **Yes** | | |
| **1.13.3** | **SQ-7.2(a)** | **If you have answered yes to question 7.2, please provide the relevant URL** |  |  | **https://www.skillsforcare.org.uk/Site/modern-slavery-and-human-trafficking-statement.aspx** | | |
| **1.13.4** | **SQ-7.2(b)** | **If you have answered no to question 7.2, please provide an explanation** |  |  |  | | |
| **1.14 Additional Questions - Insurance** | | | | | **1 (out of 1)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.14.1** | **Note** | **Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.14.2** | **SQ-8.1** | **(\*) Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:   Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £2,000,000 Professional Indemnity Insurance = £1,000,000 Product Liability Insurance = £x  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.** |  |  | **Yes** | | |
| **1.15 Additional Questions - Suppliers’ Past Performance** | | | | | **5 (out of 5)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.15.1** | **SQ-8.4 (a)** | **(\*) Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?** |  |  | **Yes** | | |
| **1.15.2** | **SQ-8.4 (b)** | **(\*) On request can you provide a certificate from those customers on the list?** |  |  | **Yes** | | |
| **1.15.3** | **SQ-8.4 (c)** | **(\*) If you cannot obtain a certificate from a customer can you explain the reasons why?** |  |  | **Yes** | | |
| **1.15.4** | **SQ-8.4 (d)** | **(\*) If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?** |  |  | **Yes** | | |
| **1.15.5** | **SQ-8.4 (e)** | **(\*) Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?** |  |  | **Yes** | | |
| **1.16 Additional Questions - Equality Matters** | | | | | **3 (out of 4)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.16.1** | **SQ-8.5 (a)** | **(\*) Do you have a policy/policies in place to comply with your statutory obligations under the Equality Act 2010?** |  |  | **Yes** | | |
| **1.16.2** | **SQ-8.5 (b)** | **If you do not have such policies in place please advise how you meet your statutory obligations.** |  |  |  | | |
| **1.16.3** | **SQ-8.5 (c)** | **(\*) Can you confirm that, as an employer, it is your policy not to discriminate directly or indirectly on grounds of age, sex, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, sexual orientation, and religion or belief when making decisions to recruit, select, remunerate, train, transfer and promote employees?** |  |  | **Yes** | | |
| **1.16.4** | **SQ-8.5 (d)** | **(\*) Does your organisation operate appropriate arrangements (including training and guidance) to ensure that equality and diversity is embedded within your organisation?** |  |  | **Yes** | | |
| **1.17 Additional Questions - General Data Protection Regulation** | | | | | **2 (out of 2)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.17.1** | **SQ-8.6 (a)** | **(\*) Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.** |  |  | **Yes** | | |
| **1.17.2** | **SQ-8.6 (b)** | **(\*) Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;  ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and evaluate the effectiveness of the above measures.** |  |  | **1.17.2 SQ-8.6 (b) Response.pdf** | | |
| **1.18 Additional Questions - Approach to payment in the procurement of major contracts** | | | | | **0 (out of 0)** | | |
| **1.19 Additional Questions - Evidence for self-declarations** | | | | | **5 (out of 5)** | | |
|  | **Note** | **Note Details** |  |  |  | | |
| **1.19.1** | **Note** | **Prior to contract award the following evidence will be required from the successful bidder (where the bidder has answered “Yes” to question 1 below) in order to verify the bidder’s responses.** |  |  |  | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.19.2** | **SQ-8.7.1** | **(\*) Please state yes or no if you can supply all of the following:  Your standard payment terms for all your supply chain contracts. Your procedures for resolving disputed invoices promptly and effectively. Details of any payments of interest for late payments you have paid in the past twelve months. Your standard payment terms used with sub-contractors on public sector contracts.** |  |  | **Yes** | | |
| **1.19.3** | **SQ-8.7 2** | **A copy of your standard payment terms for all of your supply chain contracts.** |  |  | **1.19.4 - 1.19.6 Response Standard Contract Terms.pdf** | | |
| **1.19.4** | **SQ-8.7 3 (i)** | **A copy of your procedures for resolving disputed invoices promptly and effectively.** |  |  | **1.19.4 SQ-8.7 3 (i) Response.pdf** | | |
| **1.19.5** | **SQ-8.7 3 (ii)** | **Details of any payments of interest for late payments you have paid in the past twelve months or which became due during the past twelve months and remain payable (contractually or under late payment legislation) and, if any such payment has been made (or arose), an explanation as to why this occurred and an outline of what remedial steps have been taken to ensure this does not occur again.** |  |  | **1.19.5 SQ-8.7 3 (ii) Response.pdf** | | |
| **1.19.6** | **SQ-8.7 4** | **A copy of your standard payment terms used with sub-contractors on public sector contracts subject to the Public Contract Regulations 2015** |  |  | **1.19.4 - 1.19.6 Response Standard Contract Terms.pdf** | | |
| **1.20 Appendices** | | | | | **1 (out of 1)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **1.20.1** | **Appendices** | **If you need to submit any additional information to complete your response to the above questions, please include it here as part of a single, zipped attachment response. Please ensure each appendix is clearly marked to indicate the SQ question number** |  |  | **1.20.1 Appendices.zip** | | |
| **Reject on Qualification Response** | | | | | **No** | | |
| **Official Reject/Accept Notes** | | | | |  | | |
|  |  |  |  |  |  |  |  |
| **2 Technical Envelope** | | | | | **Questions Answered** | | |
| **7 (out of 7)** | | |
| **2.1 Meeting the Specification** | | | | | **6 (out of 6)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **2.1.1** | **Q1** | **(\*) How will you ensure successful operational delivery of the ASYE programme?  For guidance please refer to Document 3: ASYE Requirement Specification. Page 8: Requirement 1  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **Q1 Operational delivery of the ASYE.pdf** | | |
| **2.1.2** | **Q2** | **(\*) How will you support employers to develop, implement and share best practice in the delivery of ASYE?  For guidance please refer to Document 3: ASYE Requirement Specification. Page 13: Requirement 2  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters** |  |  | **Q2 Support employers to develop, implement and share best practice.pdf** | | |
| **2.1.3** | **Q3** | **(\*) How will you monitor and identify opportunities for improvement, ensuring consistency across the programme and that every Newly Qualified Social Worker receives a high-quality ASYE experience against the PQS?  For guidance please refer to Document 3: ASYE Requirement Specification. Page 15: Requirement 3  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **Q3 Monitoring and improvement of ASYE.pdf** | | |
| **2.1.4** | **Q4** | **(\*) How will you ensure robust project management and accurate reporting is in place?  For guidance please refer to Document 3: ASYE Requirement Specification. Page 17: Requirement 4  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **Q4 Project management and reporting arrangements.pdf** | | |
| **2.1.5** | **Q5** | **(\*) How will you deliver contract management and governance?  For guidance please refer to Document 3: ASYE Requirement Specification. Page 18 Requirement 5  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **Q5 Contractor management and governance.pdf** | | |
| **2.1.6** | **Q6** | **(\*) How will you demonstrate success in key areas?  For guidance please refer to Document 3: ASYE Requirement Specification. The key deliverables that the Department requires by 1 April 2022 can be found further under the section 6 Working Arrangements (page 24)  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **Q6 How will you demonstrate success in key areas.pdf** | | |
| **2.2 Social Value** | | | | | **1 (out of 1)** | | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **2.2.1** | **Q1** | **(\*) We have identified the following outcomes as priority focus for our programmes and delivery of the associated contracts. • Tackle workforce inequality – bidders will be required to demonstrate what measures they will take to ensure their own workforce, and those of paid third parties, are representative of the characteristics of wider society at all levels of the organisation(s). • Effective stewardship of the environment – bidders will be required to provide detail of actions they will take to minimise or off-set their environmental impact.   Bidders will only be asked to submit a response that cover ONE of these outcomes.  For guidance please refer to Document 3: ASYE Requirement Specification. Page 20: Requirement 6  On the response portal it is 2000 character limit. You will be allowed to attach a single document to respond to the questions, and the word limit for the responses is 2000 words (and not characters).** |  |  | **2.2 Social Value.pdf** | | |
| **2.3 Additional Attachments Area** | | | | | **Attachments: 1** | | |
|  |  |  |  |  | **Annex A Team CVs - bios.pdf** | | |
| **Reject on Technical Response** | | | | | **No** | | |
| **Official Reject/Accept Notes** | | | | |  | | |
|  |  |  |  |  |  |  |  |
| **3 Commercial Envelope** | | | | | **Questions Answered** | **Total** | |
| **2 (out of 2)** | **0** | |
| **3.1 Price** | | | | | **2 (out of 2)** |  | |
|  | **Question** | **Description** |  |  | **Response** | | |
| **3.1.1** | **Q1** | **(\*) Please complete all the required elements of the attached cost model Document 5 Cost Model to complete  For guidance please refer to: Document 3: ASYE Requirement Specification. Page 22: Requirement 7  Cost model Guidance sheet** |  |  | **Document 5 Cost Model SfC.xlsx** | | |
| **3.1.2** | **Q2** | **(\*) Please provide the following information to demonstrate: I. That appropriate assumptions have been made in developing the cost model. II. That the cost submitted demonstrates value for money, including explaining the steps taken by the bidder to enable this and manage the proposed budget over the lifetime of the contract. III. That any proposed cost savings are achievable and won’t be delivered at detriment to the quality of delivery. IV. What additional risks have been factored into the cost of the bid and the steps that the bidder will be taking to mitigate these risks. Any additional savings or discounts that could be delivered, including what actions the bidder would expect from the department in order to realise these.   For guidance please refer to Document 3: ASYE Requirement Specification. Page 22 Requirement 7. Cost description question (page 24** |  |  | **3.1.2 Q2 Response.pdf** | | |

**Q1: How will you ensure successful operational delivery of the ASYE programme?**

**Successful operational delivery**

**Skills for Care (SfC) has ensured successful operational delivery of the AYSE programme for the last 4 years. SfC has extensive knowledge and understanding of working with employers and NQSWs.**

SfC worked with 270 employers and has supported 9,846 NQSWs since 2018 in the current contract.

**SfC’s plans for successful operational delivery of the ASYE programme is based on our extensive experience working with DfE and delivering similar services. SfC will build on the service currently provided and work with DfE and employers to improve user experience.**

**SfC puts the experience of the NQSW at the centre, embedding a robust quality assurance process in all programmes. Continually informing and implementing necessary improvements, SfC gathers feedback, review progress, identify challenges and share best practice.**

**Systems and processes**

**SfC confirms that all digital and technological services used will meet the Government Digital Service Standard and Technology Code of Practice in terms of security.**

**At the heart of the supporting system is SfC’s existing digital portal. SfC successfully designed, developed and implemented this portal to allow employers to register as ASYE Child and Family programme providers and to claim grant funding for the NQSWs they register. For ease of use, this web-based system is accessed through SfC’s website. It has been in place for over 3 years and was designed and is maintained by a multi-disciplinary team of experts including:**

|  |  |
| --- | --- |
| * **Service Owner** * **Product Owner** * **Delivery Manager** | * **Content Designer** * **UX Designer** * **Full Stack Developers** |

**SfC will continue to use the existing portal for ASYE registrations, as it is a robust and tested system that employers are familiar with. Sample screenshots of the portal are embedded below.**

**REDACTED SCREENSHOT**

**Figure 1.1: Efficient and secure portal**

**To improve the accessibility of the ASYE portal SfC continues to iterate the portal based on end-user feedback. In 2022/23, SfC plans to apply the SfC design system to the ASYE portal. This is a set of common components which meet the web content accessibility guidelines (WCAG) 2.1. SfC has made useability improvements based on user feedback. One example <redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted>**

**SfC’s new website (January 2022) will meet accessibility guidelines and SfC is already working through all documents that are both on SfC’s website and sent out externally to ensure they too meet accessibility guidelines (WCAG 2.1 AA). The Skills for Care Marketing Team have received training to support this.**

**For efficient Social Worker registration/updates, SfC’s portal <redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted> . To ensure the system supports the requirements of the whole programme, it will be adapted to incorporate the specific data requirements as set out, together with new elements of work designed to support the future approach. SfC will <redeacted redacted redacted redacted redeacted redacted redacted redacted redeacted redacted redacted redacted> .**

**For continuity, SfC proposes to continue the existing registration process. <Redacted** **redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted>.**



FIGURE 1.2 REDACTED

**Figure 1.2: Updating NQSW information**

**Once all checks are complete, SfC issues a grant letter requesting information to enable a milestone 1 payment. The letter sets out any additional criteria to be met such as the proposed new annual self-assessment. The signed grant letter is returned to SfC’s Finance, Procurement and Disbursement (FPD) Team, restricting access to sensitive information to a minimum number of staff.**

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**For security,** **<redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted>.**

**After thorough checks from the portal, reports are carried out by members of the CU Team. All checked registrations/completions that have no outstanding queries are added to the payment spreadsheets**

FIGURE 1.3 **REDACTED**

**Figure 1.3: Registration and disbursement**

**SfC has chosen to continue using our portal system based on feedback from users. They have noted the portal is efficient and SfC provides effective support.**

**Text

Description automatically generated**

**Continuity**

**The portal provides a continuous service for recording NQSW completions. This is essential given the rolling nature of programmes and employment of individuals. As the incumbent, the SfC portal has information provided by employers for existing Cohort 9 and 10 candidates, enabling employers’ completion process and payments to continue seamlessly.**

**Appropriate checks**

**SfC’s portal is used by organisations to upload details of both themselves and the NQSW. <Redacted** **redacted, redacted redacted redacted redacted redacted redacted redacted redacted redacted, redacted redacted redacted redacted redacted redacted redacted redacted redacted, redacted redacted redacted redacted redacted redacted redacted redacted redacted, redacted redacted redacted redacted redacted redacted redacted redacted >**

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**Recording completion and certificates**

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**Certificates will be issued within 10 working days if all required information has been provided.**

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**Employers are requested to sign for certificates electronically, confirming a certificate has been received.**

**Managing unexpected occurrences**

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**Obtaining approval for exceptions**

**Through our existing relationship, SfC has established a good working relationship with DfE and maintain regular contact with DfE representatives. For continuity, SfC proposes that reporting will continue in line with current arrangements. Progress is reported and any queries or anomalies are raised urgently if necessary or at monthly contract meetings, specifically concerning registration and payment processes. SfC will use its existing approach which works effectively to obtain approval for any exceptions to the payment process as required. Potential issues are addressed with a nominated Contract Manager and resolutions agreed and actioned.**

**Obtaining comprehensive data on participants**

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**SfC will use the information recorded on the portal to provide monthly reports, including details listed in point viii of Document 3 requirements.**

**Storing and controlling data securely**

**Before contract start, SfC will train all relevant SfC staff on the security standards listed in Schedule 10.**

**To store and control data securely, SfC complete regular penetration testing using <Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted**

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**The data is held in a SQL database on a separate server to the web front end server. The database is secured with**

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**SfC has a high level of experience delivering products and services to meet the Government Digital Standards and Technology Code of Practice. Redacted Redacted, redacted redacted redacted redacted redacted , has a wealth of experience as a Delivery Manager, Product Owner and Service Owner. Under redacted leadership, SfC has successfully taken several services through<Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted>.**

**Secure data management**

**SfC is GDPR compliant and has a suite of relevant compliant policies and procedures. Staff training is a vitally important aspect of our overall commitment to Data Protection and as an organisation SfC invests in mandatory annual Data Protection and GDPR awareness training for all staff.**

**SfC’s ICO registration number is Z6220820 and SfC is Cyber Plus Essentials certified.**

**For security, the data in the ASYE system is housed in the UK and is replicated only within the UK for safety and security. Only a limited number of approved personnel have access to the portal and SfC require all staff to keep their usernames/passwords confidential.**

**SfC’s Cloud-based systems, which include ASYE, have been certified as PCI-DSS compliant.**

**SfC’s email system employs <Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted.>**

**Personal data is stored for <Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted>.**

**Accurate data**

**The Project Officer (PO) is notified of new entries which need approving before the payments can be made. The PO completes thorough checks to ensure there are no:**

* **Duplicates**
* **NQSWs’ details being under incorrect organisations**
* **Payments already being made in the past for the same NQSWs**

**Once all the checks have been completed, a confirmation from the PO is sent to the CU Team.**

**High quality customer journey**

**SfC focuses on user experience throughout the process. The development and iteration of the service follows Agile methodologies and is user-centred. The portal is regularly updated based on feedback from users. Ensuring a consistent user experience between the two products and efficiencies in the development phase, the portal was developed <redacted redacted redacted redacted redacted redacted redacted redacted>.**

**Word count - 1998**

**Q2 How will you support employers to develop, implement and share best practice in the delivery of ASYE?**

Skills for Care (SfC) has extensive experience in supporting employers in the delivery of ASYE and has delivered the current framework for **4 years**. SfC has developed effective methods of working with employers in the sector and is a trusted supplier.

SfC has the right people, processes and technology to support employers in the delivery of ASYE.

**Quality assurance**

Redacted redacted, Head of Regulated Professional Workforce (RPW), will have **overall responsibility for quality** as contract lead. Redacted has over 35 years’ experience in the social care sector. Redacted also has 20 years’ experience in workforce development at both local and national levels. Formally a qualified Social Worker, redacted brings extensive experience of all levels of the sector.

Our approach to supporting employers is fundamentally focused on the needs and voice of the NQSW. SfC has developed a **tried and tested process of quality assurance** **and continuous improvement**. This is fully flexible to support bespoke employer needs.

Text

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The following cycle outlines how SfC supports employers to deliver a high quality ASYE programme.

FIGURE 2.1 REDACTED

**Figure 2.1: Our quality assurance cycle**

Our role is focused around robust leadership, positive challenge, support and guidance.

SfC has recently refreshed Evaluation Criteria outlining what is required of “good” programmes. SfC will work with DfE to develop these further, providing additional guidance about what excellence looks like and introducing “stretch criteria” supporting established programmes to continually improve. Employers will report against these in the self-assessment report to provide evidence of quality.

To support ASYE programmes to gather feedback against agreed evaluation criteria, SfC will use our 360-degree organisational review tool. Employers can generate individual reports and findings will be included in the annual report of quality information which we will share with DfE.

SfC proposes to introduce a requirement for programmes to complete the annual self-assessment report. This will contain evidence from the 360-degree evaluation and action plan as a condition of grant funding. For the first time, all ASYE programmes will be required to evidence a plan for continuous improvement. SfC will sample employer reports, and work with them to create action plans. For **accountability**, we will also encourage employers to review their reports and request assistance where required.

The following screenshot shows an example report created through our system.

FIGURE 2.2 REDACTED

**Figure 2.2: Collecting feedback**

The introduction of Quality Assurance (**QA) visits to ASYE programmes**, welcomed by employers, has provided a wealth of qualitative data. One example was asking questions about the impact of protected characteristics on the outcomes of the ASYE and how equality, diversity and inclusion are supported within the ASYE. Responses from QA visits feed into our equalities action plan and allow us to focus on developing areas of strengths and to provide further guidance and support to employers where it is needed. SfC plans to engage with a random sample of 40 employers per year, with a regional spread and across all employer types. This will provide an in-depth and evidence-based picture of ASYE programmes.

QA visits will continue, exploring strengths, weaknesses and discussing future planning, feeding into a tailored report, often used to gain the support of senior managers. Over the past 4 years, SfC has honed processes for QA visits. SfC encourages employers to take the lead by completing the 360-degree evaluation tool and identify key strengths and areas for development ready for discussion.

Text

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For accurate feedback, SfC meets separately with the ASYE Lead, Senior Managers, ASYE Assessors and NQSWs. This model’s strength is in affording opportunities for a variety of stakeholders to share a range of perspectives of the ASYE programme. This informs our feedback as a critical friend through a summary report.

To encourage continual improvement and provide support, SfC proposes to reconnect with programmes 12 months after their initial visit. SfC will request an update and encourage them to seek further assistance if required.

SfC will maintain a bank of **peer reviewers** and explore further opportunities for using their expertise in supporting organisations identified as requiring additional support. New work linked to the evaluation criteria will provide a transparent way of recruiting peer reviewers from programmes acknowledged to be delivering the ASYE to the highest standards.

SfC is piloting a **group-based model** based on the same principles. <**Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted >**

SfC will collate all feedback from employers and NQSWs to drive **continuous improvement** and shape our service going forward. Any changes to the service/materials will be agreed before inclusion and tested with focus groups.

**Supporting employees within employer organisations**

Recent work with employers has shaped a streamlined approach to ASYE assessment and support, intended to enhance national consistency. <**Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted**

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SfC will introduce virtual workshops for NQSWs and Assessors to support them complete reviews and assessments to a high standard.**<Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted>.**

Our new website (launch early 2022) has been developed to provide a more coherent/consistent experience for the user and improve accessibility. The design and new navigation have been developed working with specialist UX web designers, incorporating feedback from testing with a broad range of users from testing sessions.

**Monitoring impact of COVID**

SfC will continue to monitor the impact of the pandemic through all engagement channels with feedback as part of the quarterly reporting process.

Positive key messages from previous Annual Reports will be reinforced. This includes supporting the transition into employment ensuring NQSW learning needs are a priority and promoting the value of ‘buddy’ support for NQSWs.

In response to the COVID pandemic, SfC has moved QA sessions and national events online. Based on the success of our new hybrid approach to working, SfC anticipates this will remain, in the context of a period of COVID recovery. SfC will support employers to identify and promote innovative solutions to address the needs of NQSWs. An important facet of this will be to explore any additional support NQSWs may require in their second year of practice.

**High quality and effective support/guidance**

Tools, resources and guidance to support quality monitoring will be provided and targeted at the key audiences of employers, assessors/supervisors and NQSWs through our website. Our website, helplines and communication channels are recognised and trusted sources of support for employers.

SfC co-produces high quality and effective advice, guidance and support for Child and Family NQSWs and their employers specific to ASYE **registrations and completions**.

Online resources will build on this success, developed to ensure they target employers, NQSWs and their Assessors/Supervisors. Our **central repository** will include best practice examples and case studies co-produced with employers, and quality assured. SfC will regularly consult with the audiences to ensure the guidance and resources are up to date, relevant and user-friendly.

Once an NQSW completes their programme, the employer indicates a completion on the portal or notifies us through a dedicated email address. Details will be checked for accuracy, ensuring timescales for completing the ASYE are correct. This action triggers the milestone 2 payment and the issuing of a **completion certificate**. Certificates will be issued within 10 working days if all required information has been provided.

Providing a **user-centred approach**, SfC will continue to collate and promote case studies, blogs and articles featuring NQSWs and others in programme delivery. SfC collects feedback that shapes our delivery through:

Assessors Forums

NQSW Forums

QA visits

Direct contact with NQSWs

In addition to quarterly NQSW national online forums, SfC will encourage regional forums to foster local NQSW networking and peer support opportunities. As part of continuous improvement, SfC is starting to gather feedback from all NQSWs, introducing an annual survey sent to all NQSWs on the ASYE portal. The findings from this survey will be included in the Annual Evaluation Report.

**Proposed communication/stakeholder engagement**

Our Regulated Professional Workforce (RPW) Team has overall responsibility for stakeholder engagement. This is supported strongly by Skills for Care Marketing Team colleagues.

SfC will engage with the sector using our existing communications and stakeholder strategy which is successful in reaching the intended audience. In recent research respondents said, in addition to their HR department, they were most likely to approach SfC for workforce development advice.

Redacted redacted, Marketing and Communications Lead, has worked at SfC for 10 years. Redacted has gained an excellent understanding of the sector, the ASYE programme, who our stakeholders are and how best to communicate with them.

SfC uses a **variety of established and cost-free online channe**l**s**:

Monthly social work briefings (8,445 recipients)

Targeted emails to ASYE leads

Social media channels and fortnightly e-news

Through the sector press

2215 monthly views of ASYE web pages

Working closely with communications colleagues in key stakeholder organisations

Our regular engagement keeps our audience up to date, but not overwhelmed. A dedicated email address and contact number is available and widely promoted.

To ensure **uniformity across different media channels**, Redacted will liaise with other members of her team, including the PR and Content Officer, In-House Designer and Digital Marketing Officer. For brand consistency, all communication is written and coordinated by the lead.

Our successful strategy will have an **increased** **focus on communication and direct engagement with NQSWs and ASYE Assessors**. SfC shall maintain the online identity creating a sense of community where SfC hosts information, promote guidance and offer support to those involved in the ASYE programme. The dedicated online area will incorporate redacted redacted **Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted**

NQSWs and Assessors will also receive respective quarterly newsletters. The newsletters will include **Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted**

To continuously improve the ASYE programme and support offered in a **collaborative and informed way**, the web area and platform will:

Be an online learning and improvement environment

“Showcase” best practice

Provide feedback

Provide us with reciprocal learning

Evidence from the registration portal shows that 201 local authorities and employers are investing in NQSWs through the provision of an ASYE programme (2020/21). It also shows some small independent organisations may be missing out on this development opportunity for their NQSWs. SfC will **refresh existing guidance**, targeting and reaching out particularly to PVI organisations. SfC will highlight the benefits of running an ASYE programme, signposting to available support.

To provide expertise, advice and knowledge about the ASYE programme, our **stakeholder reference group** brings together key members from across the Social Work profession. This adds a **further layer of collaborative working** in understanding issues and developing solutions. For example, around the issues of anti-racist practices within the workforce/career development of Social Workers and testing feedback to form a complete picture.

Text

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SfC **focuses on customer service and minimising/avoiding complaints** through a high-quality service and clear communication.

As evidence of our successful approach, SfC has had no official complaints during the current contract.

If a complaint is received, SfC respond in line with the following process:

FIGURE 2.3 COMPLAINTS PROCESS - REDACTED

**Figure 2.3: Complaints process**

SfC uses agile methodology in planning/developing work. SfC conduct ‘retrospectives’ as part of this process where we can learn, review and continually improve.

Where NQSWs have **issues with their employers**, SfC uses the following process:

FIGURE 2.4 RESPONDING TO ISSUES- REDACTED

**Figure 2.4: Responding to issues**

Word count - 2000

**Q2.2.1 Tackle workforce inequality – bidders will be required to demonstrate what measures they will take to ensure their own workforce, and those of paid third parties, are representative of the characteristics of wider society at all levels of the organisation(s).**

**Tackling workforce inequality**

Our understanding of inequalities in both our sector and our organisation is supported by data collected and analysed through our Adult Social Care Workforce Dataset (ASC-WDS) and on our workforce.

We collect this data from our annual workforce composition report pulled directly from our HR systems. It is also collected through our recruitment tracking portal.

We have highlighted our understanding below and how this relates to our organisation.

**Employment: sector**

* SWs from BAME communities often experience racism and discrimination in their workplace, and face barriers to progression [[5]](#footnote-6). People from BAME communities are disproportionately likely to become ill or die from COVID-19 and were more likely to report a lack of access to PPE and unfair treatment[[6]](#footnote-7)
* Those identifying as Black or Asian had a different experience[[7]](#footnote-8) , including being less confident about:
* Opportunities to succeed in their organisation
* Talking about their background with colleagues
* Receiving fair treatment when raising a concern
* Survey responses in March and September 2021 from our social work events found that 50% of the Child and Family respondents reported that their organisation specifically incorporates anti-racist practices in the delivery of their ASYE programme
* Social Workers (SWs) are **more ethnically diverse** than the overall adult social services departments’ workforce: 27% of SWs are from a Black, Asian or minority ethnic (BAME) background, compared to 17% across all adult social service department jobs [[8]](#footnote-9)

**Skills for Care (SfC):**

10% of our staff identify as BAME and 10% identify as having a disability or long-term health condition.

We compare our statistics to the sector and to national averages. Our EDI ‘Belonging’ strategy commits us to a variety of EDI proactive initiatives. This includes reducing bias throughout whole recruitment and selection process through blind shortlisting and removal of unnecessary qualification requirements.

We take a proactive approach to supporting candidates to make the best application possible. In line with the Equality Act 2010, we provide equal opportunities training to those involved in recruitment, selection, promotion and training.

**Pay: sector**

There is a **gender imbalance** in senior roles. Female workers make up 82% of the social care workforce, but only 68% of senior managerial roles[[9]](#footnote-10).

* There is evidence that gender power imbalance in society contributes to the lower status, pay and influence given to female-dominated professions (such as health and care)
* West et al (2020)[[10]](#footnote-11) specifically report a continuing gender pay disparity and disparity of opportunities for advancement in nursing
* IPPR (2018[[11]](#footnote-12)) relate the undervaluing of care work additionally to race and class, and to ‘perceptions that the work is unskilled and… [to] gendered norms around care work’
* The TUC (2020b)[[12]](#footnote-13) suggest that low pay in the care sector may be a driver of the national gender pay gap
* Across all sectors, there is a **national disability pay gap** of 15% [[13]](#footnote-14). Care workers who have an underlying condition that increases the risk from COVID-19 will face a particular set of challenges and employers have a duty of care to consider this [[14]](#footnote-15)

**SfC:**

We assess our gender pay gap annually. This is very low, predominately due to our approach to reward which applies spot rates for all employees. We are committed to the Real Living Wage.

We have a successful track record of supporting colleagues from lower grade roles grow their pay and progress through our organisation. We encourage promotion from within and use targeted development plans and internal secondments to learn and develop new skills.

We complete an annual workforce composition report which looks at the demographics of our organisation and protected characteristics. It also tracks internal progression, Learning and Development commitments and bullying and harassment. We have a three-year ‘Belonging’ strategy which is our internal EDI strategy supported by internal networks

Our recent analysis of protected characteristic data relating to the pass/fail rates of NQSWs on the ASYE programme, indicated that **BAME participants** had an increased chance of failing the ASYE.

**SfC:**

We take an active approach in monitoring the diversity of our ownworkforce. We annually assess our composition against each of the protective characteristics and assessment of the relevant Workforce Race Inequality Indicators. This process allows us to identify any areas of potential inequality and shape our EDI activity appropriately.

We have underrepresentation of BAME colleagues in senior grade roles. All BAME colleagues have the opportunity to join our BAME Leadership Programme and this is promoted through staff 1-2-1s and appraisals.

**Influencing staff, suppliers, customers and communities**

We are working towards addressing our workforce inequalities. As a leader in this sector, we can influence debates. We have the power to lead change in our organisation and influence others to improve.

Our approach to influencing **staff** on the challenges of workforce inequalities is to generate awareness and increased understanding of the equality agenda. We achieve this through our five-year corporate EDI strategy (Belonging). This senior management-led approach makes it clear that everyone has a role to play in ensuring EDI in our work. Our vision is that we are an inclusive and diverse organisation where every one of our employees feels safe and valued and can achieve their full potential.

We are committed to carrying out business responsibly and ethically. We have a zero-tolerance approach to Modern Slavery and Human Trafficking and all our policies reflect this.

We take reasonable and practical steps to ensure that all our **suppliers** adhere to the Modern Slavery Act 2015 and review the process and procedures annually. We only trade with those organisations that can prove that they are compliant with the Modern Slavery Act.

We have an internal whistleblowing forum and external feedback policy with a robust internal mechanism for dealing with any complaints or disclosures. We make best use of our Governance structure to ensure independence and impartiality within our processes. We have robust risk assessment processes with third-line assurances from an external audit company.

We are directly supporting the development, piloting and implementation of the Workforce Race Equality Standard (WRES) for social care launched by the Chief SWs in 2021. We have made an organisational commitment to adopt the WRES and will be collaborating and partnering with the care sector.

We are signed up to the eight principles to address the diversity deficit in charity leadership with ACCEVO, part of our commitment to tackling racism.

We influence **our customers and our communities** by producing resources to actively tackle inequalities. During the pandemic, we developed free resources to support social care employers tackle the disproportionate impact on our BAME workforce.

**Implementation**

The following table outlines our timed action plan and process for implementing our commitment.

IMPLEMENTATION TABLE - REDACTED

**Proposed measures to tackle inequality in the contract workforce**

The following table shares some of the measures we are taking to **tackle inequality in our workforce**.

Logo, company name

Description automatically generatedIn addition to the activity below, we have several internal networks that focus on supporting those from diverse backgrounds including Disability, Carers, CARE (Colleagues advocating for racial equality), and LGBTQ+ network.

|  |  |
| --- | --- |
| **What do we want to be different** | **How will we achieve this** |
| **Increasing our diversity, making our workforce more representative.** | Developing Team diversity aspirations.  Considering our recruitment methodology. L&D opportunities around unconscious bias.  Continued commitment to being a Disability Confident Employer - interview all applicants with a disability that meet the minimum essential criteria for the position.  Commitment to interview all applicants who identify as BAME that meet the minimum essential criteria for the position. |
| **Our colleagues will feel safe and valued and live a workplace culture that is compassionate and inclusive where they can be their authentic selves at work.** | Learning and development opportunities that highlight the source or manifestation of prejudice and discrimination, how fear, stigma, and stereotyping are linked to this and our commitment to making tackling this everyone’s job.  Assessing our people management approach to create a fair and inclusive workplace culture where to be different is an asset, not a problem. |
| **Continual safe space and dialogue around systemic racism** | Listening and reflecting on insights from our Colleagues Advocating for Race Equality network.  Setting and maintaining a clear zero-tolerance to racism.  Providing learning opportunities to ensure all colleagues better understand issues of institutional racism.  Appointing a race champion within our leadership team.  Learning about racial bias and how it impacts leadership decisions.  Introducing diversity-related reverse or mutual mentoring programmes. |

Word count - 1982

**Q3 How will you monitor and identify opportunities for improvement, ensuring consistency across the programme and that every Newly Qualified Social Worker receives a high-quality ASYE experience against the PQS?**

**Proposed plan/approach to a programme of quality assurance**

**As the incumbent provider**, Skills for Care (SfC) proposes to build upon our **excellent track record** of guiding employers on a journey towards improved quality and increased consistency in the Assessed and Supported Year in Employment (ASYE). This will be achieved through bespoke processes for identifying and monitoring improvements. SfC will support employers to adopt proven strategies that lead to improved outcomes for Newly Qualified Social Workers (NQSWs). Over the past 4 years, SfC has contributed to a consolidated national approach that has improved standards and consistency. SfC will drive further improvements in consistency and quality with the focus on ensuring every NQSW receives the best possible experience.

Our approach will be led by our Contract Management Team and named Project Managers, who have an excellent understanding of the current position and future needs of the ASYE. SfC proposes the **following key enhancements/improvements:**

|  |  |
| --- | --- |
| 1 | SfC will introduce new ideas to engage local programmes in sector-wide improvement. For example, encouraging regional forums to foster local NQSW networking and peer support opportunities |
| 2 | SfC will further embed recent DfE sponsored activity introduced in response to the pandemic and the renewed focus on racial inequality and anti-racist practice |
| 3 | SfC will maintain employer buy-in with activity and resources SfC has previously developed, with which employers are familiar and have embraced |
| 4 | SfC will intervene at a strategic level to support sector-led improvement and national consistency through the ASYE framework infrastructure, also through the provision of guidance and resources |
| 5 | SfC will provide tangible support and guidance at the individual programme level to assist employers to attain high quality outcomes for their NQSWs |

SfC will base our approach on **4 key principles**:

1. Recognising that NQSWs are active participants not passive recipients of their ASYE programme, SfC will ensure the voice of the NQSW will be at the centre of the ASYE
2. SfC will reinforce to employers that **they are responsible for their ASYE programme.** Our role is to robustly lead, facilitate, support and guide
3. SfC will ensure the ASYE framework supports a “**whole-profession”** approach
4. The ASYE is **fully inclusive** and **promotes anti racist** practice

Over 4 years, SfC has developed a **robust methodology** for monitoring, identifying and working with employers to implement improvements. Ensuring consistency across the programme, SfC applies an **overarching Quality Assurance (QA) Framework.** Used as a basis for guiding and supporting employers, our ASYE QA Framework makes clear what employers need to deliver to establish a sound foundation for an NQSW’s early career. This ensures:

* NQSWs remain in the profession and continue to develop and progress throughout their careers
* There are consistently high standards of practice amongst NQSWs wherever they work
* SfC achieves positive outcomes for children and young people and for the adults that care for them.

In working with employers, SfC reinforces **shared responsibility** for quality. This ensures programmes are employer-led whilst recognising the voice of the NQSW. The diagram below sets our overarching vision for consistent QA across ASYE.

Diagram

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**Figure 3.1: Consistent QA approach**

An in-depth analysis of each stage of our QA process is set out in the tables below:

1. **Identify, monitor and review**

FIGURE 3.2 - REDACTED

**Figure 3.2: Identify, monitor and review**

1. **Innovate and Improve**

:

FIGURE 3.- REDACTED

**Figure 3.3: Measures to innovate and improve**

1. **Measure impact and provide evidence**

FIGURE 3.4 .- REDACTED

**Figure 3.4: Measuring impact and providing evidence**

**Timescales for initiatives**

Application

Description automatically generated with low confidence

Timeline

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**Figure 3.5:** **Timeline for delivery**

**Identifying local needs**

To support ASYE programmes to gather feedback against agreed evaluation criteria, SfC will use our 360-degree organisational review tool, hosted on our platform provided by redacted . SfC will use this to identify where improvements are required in local delivery and to create an annual report of quality information.

SfC proposes to introduce a requirement for programmes to complete the annual self-assessment report (SAR). **Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redactedredacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted**

SfC will implement a **consistent process** to ensure SfC can identify where improvements to local delivery are required. This will be achieved through our analysis of the annual programme SAR submitted by employers to receive their grant funding. The SARs will help to identify those programmes where either:

1. The right level of support is being provided to NQSWs
2. There are deficiencies in the level of support or clear areas for improvement/enhancement of the programme

SfC will also continue to gather data and information about what is going well alongside where things could improve in ASYE programmes. **SfC will achieve through:**

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To **support improvements**, direct assistance will be available to employers through a graduated support menu comprising.

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SfC support has been successful and welcomed by employers**:**

Text

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**Figure 3.6: Positive employer feedback**

**Challenging employers**

Where required, SfC is **fully prepared** to challenge where employers who are not taking the appropriate steps to improve their provision. Ultimately, SfC will retain the right to recover grant funding where requirements are not met. However, this will be a last resort and our priority will be to provide excellent support to employers to improve.

Where there are issues, SfC ensures **timely supportive interventions** aredelivered. In working with programmes where there are difficulties, SfC will focus on maintaining a psychologically safe and supportive culture. SfC will ensure employers feel able to acknowledge their difficulties and work with us in a range of ways to improve.

**Feeding back findings**

SfC will feedback findings to the department and employers through the **Annual Evaluation Report (AER**) published in the Spring. This will be written from the perspective of the NQSW with messages for employers. It will draw together all the sources of learning, data

and feedback from the previous 12 months, including:

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SfC will continue to provide detailed quarterly reporting to the DfE against agreed outcomes and Key Performance Indicators.

To **ensure feedback can be used to improve the delivery** of ASYE, our AER will also:

* Provide a comprehensive overview of the current ASYE picture from the perspective of the NQSW across the country
* Make **clear proposals and recommendations for improvement,** with suggested timescales and responsibilities

**Share/deliver improvement materials**

To share and deliver improvement materials across the sector, SfC will establish a **National QA Panel** comprising representative employers. This will be an opportunity to identify, endorse and promote best practice. In addition, SfC will enhance the existing evaluation criteria to recognise those programmes that are operating at the highest levels.

**Maximum engagement**

Given the importance of our role in influencing quality, SfC will ensure engagement with NQSWs in **all aspects of improvement activity**.

Ensuring the voice of the NQSW is at the centre of delivery, direct interventions with those employers experiencing challenges will **include consultation with current and past NQSWs.** Activities to identify best performing programmes will similarly include the perspective of the NQSWs in those organisations.

SfC engages with all parties through:

Conferences

Working groups

Assessors Forums

NQSW Forums

QA visits

Direct contact with NQSWs

In addition to quarterly NQSW national online forums, SfC will encourage regional forums to foster local NQSW networking and peer support.

Word count - 2000

**Q4 How will you ensure robust project management and accurate reporting is in place**

**Robust project management/accurate reporting**

Evidenced by the success of the Skills for Care (SfC) current contract with DfE, we have a strong track record of successful project delivery. To ensure that projects are managed consistently across the organisation, we adopt a formal web-based project management methodology.

For quality assurance, all projects are subject to robust financial, risk and performance management processes.

The connection between the national framework, employers and NQSWs is supported through a transparent feedback and reporting structure that will produce relevant/timely reports.

Our redacted redacted redacted redacted redacted methodology will underpin our reporting activity and link directly to the long-term aims and impact of the ASYE programme. SfC will use a RAG (red/amber/green) rating system to demonstrate achievements and identify areas where progress is slow. This will also draw on the risk register and other supporting data sources.

**Project implementation plan**

SfC has developed a project implementation plan based on our existing knowledge of DfE requirements and the improvements we will make on this new contract. This has been developed in line with the specification requirements, specifically section 6 Working Arrangements.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Year 1** |  | **2022** | | | | | | | | | | **2023** | | |
|  |  |  | **Q1** | | | **Q2** | | | **Q3** | | | **Q4** | | |
| **Milestone activities** | **Resources required** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
| **Pre-contract requirements: Prior 1 April 2022** | | | | | | | | | | | | | | |
| All contractual documentation, with both the Department and any required third parties, completed | Project Manager/FPD |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ASYE child and family webpages live, including support and guidance content available | Project Manager/ Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Web pages maintenance schedule, with defined review and update points |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Web based portal ready to begin accepting i. new registrations from employers; and ii. completions from existing employers of participating social workers for whom completion of the ASYE programme is outstanding after 31 March 2022 | Project Manager/PMO/ Digital team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Quality Assurance process shared and agreed by the Department and ready to be implemented | Project Manager |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Payment system ready to begin making payments | FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Communications and engagement plan, including key stakeholders identified, messages to be shared and timeline for execution | Project Manager/ Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Contract management processes agreed | Project Manager |  |  |  |  |  |  |  |  |  |  |  |  |  |
| All required assets identified and secured to allow for delivery | Whole project team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirement 1: Operational Delivery of the ASYE programme** | | | | | | | | | | | | | | |
| Business as usual maintenance of the online portal | PMO/Digital team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Registrations processed on a weekly basis carrying out checks on each application and NQSW | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Applications checked for completions on a weekly basis |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Queries followed up with employer |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Check portal for transfers, withdrawals or leaving employment | PMO team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Successful applications/completions passed to Contracts team for payment |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Initial payment/completion payment letter issued | FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Issue certificates weekly | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Payments made | FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Chase clawbacks |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Grant specific communications | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirement 2: Support for employers to develop, implement and share best practice in the delivery of the ASYE** | | | | | | | | | | | | | | |
| Development and promotion of new guidance and resources for internal moderation | Project Manager/PMO/ Locality Managers/ Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Website content reviewed |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Monthly Social Work briefings |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Provide regular communications |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Communicate key messages from other contractors | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Dedicated email inbox and support line for all enquiries | PMO/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regular briefings and communications including social media | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National Events | Project Manager/ PMO/Events team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Planning and introduction of new milestone evidence requirements for grant funding | Project Manager/ FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirement 3: Monitoring and improvement of the programme** | | | | | | | | | | | | | | |
| Promotional activity to expand the use of the annual 360-degree evaluation tool | Project Manager/ Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Enhanced quality standards for ASYE programmes | Project Manager |  |  |  |  |  |  |  |  |  |  |  |  |  |
| In-depth quality assurance review visits | Project Manager/PMO/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Follow up communication to employers 12 months after first review visit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Assessor's Action Learning Facilitation training to support quality improvement in ASYE programmes | Project Manager/ PMO/ CfAL |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Individual Employer Action Learning intervention |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Action Research project |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Embedding a local quality assurance framework and cycle of continuous improvement | Project Manager/ PMO/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Feeding into a national quality assurance framework and cycle of continuous improvement |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National NQSW Online Forums | Project Manager/PMO/ Events team/Locality managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regional NQSW Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National ASYE Assessors' Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regional ASYE Assessors' Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National Quality Assurance Panel | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Annual employer survey and evaluation | Project Manager/ PMO/ Evidence and Impact team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Annual NQSW survey and evaluation |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Publication of annual ASYE evaluation report | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Training for NQSWs and assessors on use of assessment documentation | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Social Work workforce strategic reference group | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Year 2** |  | **2023** | | | | | | | | | | **2024** | | |
|  |  |  | **Q1** | | | **Q2** | | | **Q3** | | | **Q4** | | |
| **Milestone activities** | **Resources required** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
| **Requirement 1: Operational Delivery of the ASYE programme** | | | | | | | | | | | | | | |
| Business as usual maintenance of the online portal | PMO/Digital team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Registrations processed on a weekly basis carrying out checks on each application and NQSW | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Applications checked for completions on a weekly basis |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Queries followed up with employer |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Check portal for transfers, withdrawals or leaving employment | PMO team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Successful applications/completions passed to Contracts team for payment |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Initial payment/completion payment letter issued | FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Issue certificates weekly | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Payments made | FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Chase clawbacks |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Grant specific communications | PMO/FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirement 2: Support for employers to develop, implement and share best practice in the delivery of the ASYE** | | | | | | | | | | | | | | |
| Monthly Social Work briefings | Project Manager/PMO/ Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Provide regular communications |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Communicate key messages from other contractors | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Dedicated email inbox and support line for all enquiries | PMO/Locality managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regular briefings and communications including social media | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National Events | Project Manager/ PMO/Events team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Planning and introduction of new milestone evidence requirements for grant funding | Project Manager/ FPD team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Requirement 3: Monitoring and improvement of the programme** | | | | | | | | | | | | | | |
| In-depth quality assurance review visits | Project Manager/PMO/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Follow up communication to employers 12 months after first review visit |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Assessor's Action Learning Facilitation training to support quality improvement in ASYE programmes | Project Manager/ PMO/ CfAL |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Individual Employer Action Learning intervention |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Embedding a local quality assurance framework and cycle of continuous improvement | Project Manager/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Feeding into a national quality assurance framework and cycle of continuous improvement |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National NQSW Online Forums | Project Manager/PMO/ Events team/ Locality Managers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regional NQSW Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National ASYE Assessors' Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Regional ASYE Assessors' Online Forums |  |  |  |  |  |  |  |  |  |  |  |  |  |
| National Quality Assurance Panel | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Annual employer survey and evaluation | Project Manager/ PMO/ Evidence and Impact team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Annual NQSW survey and evaluation |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Publication of annual ASYE evaluation report | Marketing team |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Training for NQSWs and assessors on use of assessment documentation | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Social Work workforce strategic reference group | Project Manager/PMO |  |  |  |  |  |  |  |  |  |  |  |  |  |

Table

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**Figure 4.1: Clear implementation, milestones and responsibilities**

**Resourcing**

To effectively resource this contract, we will use the experienced SfC team already in place. The following table outlines the key staff and their skills.

|  |  |
| --- | --- |
| **Name and Position** | **Skills** |
| ***Redacted redacted redacted redacted redacted*** | * Strategic leadership * Social Work service management * Comprehensive understanding of ASYE, social work education and work-based learning |
| ***Redacted redacted redacted*** | * Strategic leadership * Detailed understanding of ASYE, social work education and work-based learning * Application of national professional and government policy in programme development * Social work workforce development * Ability to influence and manage change |
| **Redacted redacted redacted redacted redacted redacted**  **redacted** | * Registered Social Worker * Qualified Practice Educator * Front line social work experience * Detailed knowledge of the Professional Capabilities Framework * Development and implementation of ASYE * 360-degree evaluation tool and action learning facilitation ASYE Adults. * Supporting the delivery of child and family services ASYE |

**Figure 4.2: Key members of the team**

To ensure delivery remains on target, within agreed budget, resources and timelines, SfC will hold regular team reviews. SfC will work in close partnership with DfE at all stages providing updates as agreed and contracted.

The crucial employer facing elements of the work will be resourced through a minimum of 1 FTE Project Manager and 1 FTE Project Officer from our core teams.

Deliverables requiring specific expertise, such as the Action Learning training package delivered by CfAL, have been additionally resourced in our planning.

Our analysts, whose expertise is widely accepted, lead SfC dataset, the gold standard of workforce intelligence in social care will contribute to data analysis.

The size and experience of our teams affords flexibility in responding to peaks and troughs in workload and mitigation of potential challenges, such as staff illness.

**Responsibilities matrix/management structure**

The following chart outlines our proposed delivery team and key responsibilities.

FIGURE 4.3 REDACTED

**Figure 4.3: Clear responsibilities**

Providing quality support, our team will be supported by all departments within our organisation, as shown below.

Diagram

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**Figure 4.4: Support from all departments**

**Risk register**

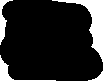
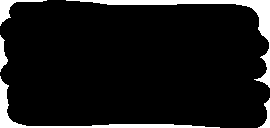
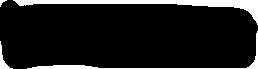
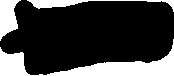
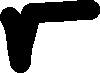
As an existing provider, SfC anticipates a smooth transition to the new contract, providing continuity for employers and NQSWs.

For accountability, SfC will allocate a named Project Manager and Project Officer to manage risks. All risks will have assigned owners responsible for implementing any mitigating actions.

For continuity of service, SfC will ensure **early escalation of any risks** within our governance structure, facilitating rapid and robust action. The project risk register will inform regular reporting to DfE as part of our agreed review process. During these sessions, SfC will provide DfE with the necessary assurance SfC is delivering within budget and timeframe. Where there are any potential issues, SfC will flag these early so that SfC can work together to resolve them.

The following table outlines our **anticipated risks, controls/mitigations** and responsibilities.

FIGURE 4.5 REDACTED



**Figure 4.5: Anticipated risks**

**Managing slippage**

Timescale slippage and unforeseen/emerging risks will be highlighted immediately. Any slippage will be managed within the monthly reporting/meeting cycle. An issue alerted would be resolved within that cycle, if not earlier dependant on the nature of the issue.

SfC will communicate with DfE to confirm any updates to the programme. SfC has sufficient resources available to ensure any slippage is minimal and rare.

**Providing management and performance information**

Our RPW Team will continue to provide all required management and performance information.

The data from the SfC portal will be exported into a report forming part of the information provided monthly.

SfC will use this data to identify areas for improvement in our service. For example, SfC will Redacted redacted redacted redacted redacted Redacted redacted redacted redacted redacted redacted redacted redacted. This will help to minimise queries and enhance the information we collect regarding fails and withdrawals and will provide additional evidence and understanding about the reasons people may fail or withdraw from their ASYE.

SfC will make available any item of data in our possession within 3 working days of request.

**Key data**

Using our portal, SfC can automatically collate information relating to NQSWs. SfC will provide quarterly reports with key data relating to NQSW registrations broken down by:

* Employer type
* Region
* Protected characteristics
* Any other requirements of the Department

SfC will update our existing portal before contract start to ensure we record all key data, including the 9 protected characteristics referenced in the Equality Act 2010.

To help shape our service and improve delivery, SfC will undertake an annual analysis of protected characteristics data which will be available to the Department and more widely. SfC will publish reports on the data on the website and through press release (where appropriate) once agreed with DfE.

**Meetings/updates**

To provide a comprehensive view of actual progress of delivery against the plan, SfC will provide DfE with monthly reports.

These will include:

Milestone payments

Numbers of certificates issued against each cohort

Registration and completion data alongside comparisons with previous years

The number and types of queries received each month will be included and used to inform the currency of FAQs in our guidance resources. Google Analytics on our website will be regularly reviewed to gauge how employers are accessing our information.

SfC will use lessons learnt/retrospective sessions to shape our service going forward. For example, if SfC identifies that employers are not accessing the correct information, we will work with them to identify reasons for this and provide support.

**Analysis reports**

Following each annual cycle, SfC will complete an Annual Evaluation Report of work undertaken. Reports will be succinct and accessible, with any technical aspects included in appendices.

Data will be presented to allow information to be easily identified and extracted for a range of audiences and purposes, in particular where helpful to demonstrate impact.

Word count – 2000

**Q5 How will you deliver contract management governance?**

As an **existing provider to DfE**, Skills for Care (SfC) has developed a successful structure which we will replicate on this contract. We have the capacity and capability to deliver the majority of the contract as a sole supplier.

Redacted redacted, Head of Regulated Professional Workforce (RPW), will have overall responsibility as our contract lead. Redacted has over 35 years’ experience in the social care sector. Formally a Social Worker (SW), Redacted brings extensive experience at all levels of the sector.

To deliver the Action Learning (AL) element, we will work in partnership with our subcontractor, Redacted. SfC has worked with Redacted for over 10 years and has effective management and governance processes in place.

Redacted is an approved Institute for Leadership Management (ILM) centre. They are also members of the Equality Register and a registered supporter of the Economy for the Common Good.

To effectively manage the programme, we will hold quarterly contract management meetings with DfE and Redacted This will ensure effective delivery in line with contract requirements and highlight any issues to be rectified early.

For clear communication, Redacted, Director at Redacted, will provide SfC with quarterly reporting information which we will include in our DfE reports.

FIGURE 5.1 - REDACTED

**Figure 5.1: Established governance structure**

| **Organisation** | **Role** | **Responsibilities** |
| --- | --- | --- |
| **Skills for Care** | Lead organisation | All requirements as detailed throughout the proposal |
| **Redacted** | Subcontractor | **AL Facilitation Training**  (2 cohorts of 12 ASYE coordinators per year)  **AL for Supervisors/ assessors**  (6 cohorts of 6 per year)  **Action research**  Delivery of an action research project evidencing excellent practice intended to involve several ASYE employers  **Bespoke offer**  Support 10 organisations per year identified to require in-depth support, with facilitated AL sets to work on identified issues. |
| **Redacted** | Subcontractor | Provide a platform and technical expertise to host the 360 tool which supports ASYE coordinators to gather and collate feedback from key stakeholders ie NQSWs, assessors, Principal Social Workers and senior managers on their overall professional capability and undertake a self-assessment. |
| **Peer reviewers**  (Up to 12 registered SWs who have extensive experience of the ASYE in child and family services and social work education) | Subcontractors | Attend training and debrief sessions and undertake quality assurance visits and/or provide peer mentoring alongside SfC staff. Redacted redacted redacted redacted redacted readcted redacted redacted redacted redacted. |

**Figure 5.2: Clear responsibilities**

SfC is the developer and leader of the current adults ASYE framework. We have been responsible for the operational delivery and support of employers in adult services for:

* NQSW framework from 2009
* ASYE since its inception in 2012
* Moderating the consistency of assessment against the adult KSS since 2015

In partnership with Redacted , we have trained over 1000 Social Work and Social Care Leaders to complete the ILM Development Award in AL Facilitation.

Our RPW Team provided **dedicated professional support** and a communications strategy for the national Principal SW networks for 3 years.

We have delivered a **professional leadership development programme** in partnership with the Chief SW for over 100 Principal SWs, recently including Principal Occupational Therapists. We have worked with Health Education England to develop a resource to demonstrate how pre-registration standards for Nurses can be met in a variety of social care settings. This work has increased placement opportunities for Student Nurses.

SfC has **worked collaboratively with child and family partners in the development of the ASYE** linked to the work of the Social Work Reform Board.

We have established relationships with social work stakeholders including:

* Chief SWs
* Higher Education Institutions
* British Association of SWs (BASW)
* Local Government Association (LGA)
* Association of Directors of Adult Social Services (ADASS)
* Association of Directors of Children’s Services (ADCS)

**Conflicts of interest (CoI)**

Ensuring we fully understand SW requirements, our allocated Project Managers are also registered SWs.

SfC’s Audit and Risk Committee is responsible for monitoring the effectiveness of the CoI process. We ensure transparency from the start of each engagement by completing due diligence checks which comply with all relevant best practice and standards.

We have a CoI Policy that supports SfC Board Members/staff to effectively identify, disclose and manage any actual, potential, or perceived CoI. Guidance is provided to trustees and staff on handling possible CoIs that may arise because of our different roles.

Details of any declarations are added to a Register of Declarations. These are reported in the annual report and accounts following the statement of recommended practice.

**Confidentiality agreements**

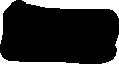
All subcontractors receive a contract for their work with SfC. The contract details the arrangements in place and Clause 15 covers confidentiality aspects.

If there is no legal reason to commission work through a normal services contract that contains the confidentiality clause, then SfC has a standard non-disclosure agreement that we would use to protect confidentiality.

**Planning**

The following chart shows how SfC matrix teams are connected to effectively manage this programme of work.

FIGURE 5.3 REDACTED



**Figure 5.3: Our delivery model**

We have developed a theory of change/logic model that clearly shows the relationship between planned activities and outcomes.

FIGURE 5.4 REDACTED

**Figure 5.4: Excerpt of planned activities and outcomes**

**Key staff**

SfC has an existing team in place to successfully deliver this contract.

The table below sets out the responsibilities and skills/expertise of our core delivery team. Please refer to [Annex A](#AppendixG) for more details.

|  |  |  |
| --- | --- | --- |
| **Name, Position** | **Responsibilities** | **Skills required** |
| **Specialist team** | | |
| **Redacted Director of Operations** | * Senior Leadership * Programme * oversight | * Strategic leadership * Social Work service management * Comprehensive understanding of ASYE, social work education and work-based learning |
| ***Redacted***  **Head of RPW** | * Overall programme lead * Programme delivery | * Strategic leadership * Team management * Detailed understanding of ASYE, social work education and work-based learning * Application of national professional and government policy in programme development * Social work workforce development * Ability to influence and manage change |
| **Redacted**  **Project Manager (PM)** | * Child and family services ASYE | * Registered SW * Qualified Practice Educator * Front line social work experience in both statutory and voluntary sectors * Detailed knowledge of the Professional Capabilities Framework * Development and implementation of the ASYE |
| **Redacted**  **PM** | * 360-degree evaluation tool and AL facilitation | * Registered SW * Extensive experience in frontline social work (including child and family services) * Development and implementation of the ASYE * Experience in delivering projects for government departments |
| **Redacted**  **PM** | * ASYE Adults. Supporting the delivery of child and family services ASYE | * Registered SW * Extensive experience in frontline child and family services * Qualified Practice Educator * Extensive experience of delivering ASYE * Detailed knowledge of PCF/PQS frameworks |
| **Area teams** | | |
| **36 Locality Managers working in 6 area teams across England** | * One locality manager per area takes lead link role for social work and ASYE for adults and child and family services | * Workforce development expertise * Work across wide range of employers, organisations and networks, both statutory and PVI * Develop key relationships with employers, partnerships and networks * Specialist social work sector knowledge (at least one in each of the six areas) |
| * **Project Management Office (PMO)** | | |
| **Redacted**  **PMO Manager**  **Redacted**  **Project Officer** | * Dedicated project and administrative support * Specialist ASYE support contact for employers * Lead on project planning and risk management systems | * APMP project management qualified * Support and assist PMs with analysis of data, report writing, forecasting, project planning, risk management and performance reporting * Liaise between specialist team and other operational departments |
| * **Finance, Disbursements & Procurement (FDP)** | | |
| **Redacted**  **Project Accountant**  **Redacted**  **Disbursements & Procurement Manager**  **Redacted**  **Disbursement Officer** | * Financial forecasting and reporting * Overseeing funding disbursement * Ensuring principles of the Data Protection Act 2018 and the UK GDPR fully met | * Preparing financial reports, statutory accounts, cash management * Liaising with government departments on financial matters * Government disbursement and related governance * Payment of the funding to Adults ASYE employers * Disbursement process and supporting systems * Data protection |
| * **Digital Services** | | |
| **Redacted**  **Head of Digital Technology**  **Redacted**  **Head of Agile Delivery**  **Redacted**  **ICT Infrastructure and Technical support team** | * Ensuring system security and best practice adoption * Delivery of the IT solution including requirements gathering, product development and system testing * Maintain system, administer updates, ensure uptime and backup/recovery procedures | * Extensive experience in IT, security, governance and compliance * ITIL, ISO27001/ISO22301 * Manage IT team and delivery * Software development principles and best practice * Certified SCRUM Master * Manage a team of UX designers and Full Stack developers * Infrastructure and network specialist * Multi-Factor authentication, Conditional Access, Threat and Vulnerability Management knowledge and expertise |
| * **Marketing & Communications** | | |
| **Redacted**  **Marketing Manager**  **Redacted**  **Marketing Officer**  **Redacted**  **Digital Marketing Officer**  **Redacted**  **Senior Designer**  **Redacted**  **Events Team** | * Lead on marketing and communications activity * Dedicated marketing and events expertise and support for this project | * Developing and executing marketing communications plans to meet desired objectives * Copywriting, copy editing and proofreading for both on and offline * Design of marketing materials * Creating content for different social media platforms * SEO and Google AdWords * Managing and running events and workshops |
| * **Evidence & Impact** | | |
| **Davina Figgett,**  **PM** | * Designing/developing relevant tools for data collection and consultation across the project, including benchmarking data, ‘organisational 360-degree evaluation tool’ and in-depth review visits * Analysing the data collected | * Qualified research practitioner * Designing and managing impact evaluation projects * Analysis of evaluation data and report writing |
| **Redacted**  **PM** | * Analysis of data | * PhD in work psychology * Longitudinal research methods and both organisational and individual behaviour |
| * **Redacted** | | |
| **Redacted**  **Director of**  **Redacted**  **Redacted**  **Senior Consultant** | * Delivery of ILM Award training * AL sets, an action research project to identify excellent practice * Bespoke AL consultation and facilitation | * Expertise in AL facilitation * Delivering programmes of learning using AL methodology * Consultation services to organisations in need of improvement * Extensive knowledge of the health and social care sector |

**Quality assurance**

The following table outlines how SfC will quality assure our subcontractors:

|  |  |
| --- | --- |
| **Redacted** | Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted |
| **Redacted** | redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted  redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted |
| **Peer reviewers** | Continual 2-way feedback/review cycle |

Ensuring quality and security, subcontractors are subject to formal subcontracting arrangements. This will include:

|  |  |
| --- | --- |
| Confidentiality clause  Detailed deliverables  Required standards | Outputs  Timeframes  Costs |

If a subcontractor was found not to be working in line with our high standards, following a review, they would be required to Redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted redacted **Adding value as the incumbent contractor:**

* Systems and processes are already established and regularly reviewed, ensuring they are fit-for-purpose and work efficiently
* An established and current QA process which we are proposing to strengthen aligned to existing and new ‘stretch’ evaluation criteria evaluated through the expansion of the 360 organisational assessment tool
* Since 2018, SfC has worked in collaboration with DfE to continually improve the programme ensuring it continues to meet the changing requirements of employers in the sector and the NQSWs they support. Providing an efficient transition, process to support the key deliverables by 1 April 2022 are already in place. SfC understands DfE’s approach and reporting requirements, this mitigates the need for disruptive transition, providing DfE and the sector continuity
* SfC is an established and trusted organisation, associated with the delivery of this programme. There will be no disruption to stakeholders which is essential in the current climate where the sector is managing significant change
* Our experience of providing the ASYE for both adult and children’s services means we can draw on our learning from both sectors, providing a unified approach to the ASYE. This emphasises a “whole profession” approach to social work practice and broadens the opportunities for shared learning and innovation between employers
* SfC adds value through efficient use of resources providing events, networks, guidance and materials for the ASYE across the whole profession
* SfC has a unique range of national, regional and local networks affording unrivalled opportunity to tap into established relationships with employers and understand the sector

Word count - 1990

**Q6: How will you demonstrate success in key areas?**

**Demonstrating success**

As DfE’s existing provider, Skills for Care (SfC) will continue to provide a successful service that focuses on the following key areas:

* Quality
* Sufficiency
* Equity

SfC collects data against Key Performance Indicators (KPIs) on the current contract and all are currently recorded as Green on our Red, Amber, Green (RAG) status.

Key achievements since 1 April 2021:

* 1,121 registrations processed

* 1,414 completions claimed and 1,416 certificates issued, across all eligible cohorts
* Analysis of Protected Characteristics data on our portal and key elements of our EDI Action Plan were shared with the sector at our National ASYE event on 30 September. A press release was sent out the following day. The EDI Action Plan has been updated and incorporates feedback from employers
* All milestone payments have been made to employers on time
* 1,223 enquiries received all of which were responded to within KPI timescales
* National ASYE event held on 30 September was attended by 81 C&F employers, and 32 employers from combined services
* 17,723 unique page views on the website

**Recording and reporting on KPIs**

We have based the following proposed KPIs on the ‘Working Arrangements’ section of the specification and our knowledge of the aims of this service.

**Figure 6.1: Proposed KPIs for maximum outcomes - REDACTED**

Redacted our dedicated Evidence and Impact (E&I) Lead, has worked at SfC and with the RPW Team for 12 years. Redacted has a thorough understanding of the sector and the ASYE programme and has developed research and evaluation tools that have tracked performance over time.

Redacted holds a Post-Graduate Diploma in Policy Research and before joining SfC held several other research roles in the third sector. She can advise on adopting the most suitable tools to gather the data required together with analysing and reporting evidence collected to shape improvements. Redacted will lead the work to **accurately collect and monitor the KPIs.**

Redacted, E&I Project Manager, will provide analysis of the protected characteristics data collected through the portal. Redacted has a thorough understanding of longitudinal research methodology for both organisational and individual behaviour.

Our proposed new national QA panel for C&F ASYE is based on learning from our adults' services national panel.

The panel will contribute to national assurance of the quality and consistency of ASYE programmes and the support and development offered to NQSWs.

SfC uses agile methodology in planning and developing work. We conduct ‘retrospectives’ as part of this process where we learn, review and **continually improve**.

To **support improvements**, direct assistance will be available to employers through a graduated support menu comprising.

* Tools, guidance, and resources, accessible on a new and purpose-built SfC website
* Email support via the dedicated ASYE inbox
* Invitation to employers who identify issues with their ASYE delivery to select opportunities for support by requesting:
  + QA visits
  + Peer Mentoring / buddying
  + Learning and development for assessors
  + Bespoke consultation using an action learning methodology with employers in the greatest need

Word count - 1958

PRICING SCHEDULE

The following items are redacted;-

* SUPPLIER’S DECLARATION
* TOTAL DELIVERY COST SUMMARY
* SET-UP COSTS
* DELIVERY COSTS

1. The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700. [↑](#footnote-ref-2)
2. Independent review of children’s social care 2021 - <https://childrenssocialcare.independent-review.uk/> [↑](#footnote-ref-3)
3. https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts [↑](#footnote-ref-4)
4. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf [↑](#footnote-ref-5)
5. Analysis from a survey of social care staff identifying as BAME. Skills for Care: Internal report, and our MI reports, and Public Health England (2020a). Beyond the data: Understanding the impact of COVID-19 on BAME groups (June 2020 ed.): Public Health England. [↑](#footnote-ref-6)
6. Social Care Sector COVID-19 Support Taskforce BAME Communities Advisory Group (2020). Report of the BAME Communities Advisory Group: Social Care Sector COVID-19 Support Taskforce. [↑](#footnote-ref-7)
7. These results should be treated as indicative only as the sub-sets of White, Asian and Black respondents are too small to draw statistical conclusions from. [↑](#footnote-ref-8)
8. https://public.tableau.com/app/profile/skills.for.care.workforce.intelligence/viz/Socialworkerheadlineweighteddata/Headlinestats [↑](#footnote-ref-9)
9. Skills for Care (2021). The state of the adult social care sector and workforce in England (October 2021 ed.). Leeds: Skills for Care. Online at https://www.skillsforcare.org.uk/adult-social-care-workforce-data/Workforce-intelligence/documents/State-of-the-adult-social-care-sector/The-State-of-the-Adult-Social-Care-Sector-and-Workforce-2021.pdf [↑](#footnote-ref-10)
10. West M, Bailey S., Williams E. (2020). The courage of compassion Supporting nurses and midwives to deliver high-quality care: The Kings Fund. [↑](#footnote-ref-11)
11. Institute for Public Policy Research (IPPR) (2018). Fair Care: A Workforce Strategy for Social Care (November 2018 ed.): Institute for Public Policy Research. Ipsos MORI Public Affairs. (2020). The Health Foundation COVID-19 Survey –second poll (September 2020 ed.): The Health Foundation [↑](#footnote-ref-12)
12. TUC. (2020b). Making this a decade of renewal: TUC Submission to Budget 2020 (9 March 2020 ed.): [↑](#footnote-ref-13)
13. TUC. (2020a). A plan for public service jobs to help prevent mass unemployment (13 September 2020 ed.): [↑](#footnote-ref-14)
14. Department for Health and Social Care (2020f) COVID-19: Adult Social Care Risk Reduction Framework: Assessing and reducing the risk to your workforce. Department of Health and Social Care. [↑](#footnote-ref-15)