

DATED

THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

and

FAMILYPLANS LTD

**BLOCK PURCHASE CONTRACT IN RELATION TO THE PROVISION OF FAMILY GROUP CONFERENCING
SERVICES**

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This agreement is dated

Parties

- (1) **THE LORD MAYOR AND THE CITIZENS OF THE CITY OF WESTMINSTER** whose principal place of business is at City Hall 64 Victoria Street, London, SW1E 6QP Town Hall, Hornton Street, W8 7NX (**Authority**)
- (2) **FAMILYPLANS LTD** incorporated and registered in England and Wales with company number 04998383 whose registered office is at International House 142 Cromwell Road, Kensington, London, England, SW7 4EF (**Supplier**)

BACKGROUND

- (A) The Authority placed a contract notice tender 304480/1094375 on 08 August 2022 on the UK e-notification service seeking expressions of interest from potential service providers for the provision of Services.
- (B) Following receipt of expressions of interest, the Authority invited potential service providers (including the Supplier) on 08 August 2022 to tender for the provision of coordination and delivery of Family Group Conferences (FGC) services.
- (C) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a contract to provide the Services on a spot purchase basis.
- (D) This Agreement sets out the procedure for Referral ing Services, the main terms and conditions for the provision of the Services.
- (E) It is the Parties' intention that the Authority has no obligation to place Referral s with the Supplier under this Agreement or at all.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any

party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 31.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 12 January 2023

Charges: means the pricing matrices set out in Schedule 2.

Complaint: means any formal complaint raised by the Authority in relation to the Supplier's performance under the Agreement in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement, the terms of this agreement and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Agreement) for the provision of Services made between the Authority and the Supplier comprising the Referral Form, its appendices and this Agreement (as may be amended pursuant to **Error! Bookmark not defined.**4).

Controller: as defined in the Data Protection Legislation.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIRs) together with any guidance and codes of practice issued

by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Guidance: means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off [or unfair competition], rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Month: means a calendar month.

Contract Notice: means the contract notice tender_304480/1094375 dated 08 August 2022 published in the UK e-notification service.

Referral : means a referral for Services sent by the Authority to the Supplier in accordance with the procedure in clause 4.

Referral Form: means a document setting out details of a Referral in the form set out in Schedule 3 or as otherwise agreed in accordance with clause 4.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Special Conditions: means special conditions set out in the Referral Form.

SQ Response: means the response to the standard selection questionnaire submitted by the Supplier to the Authority on 06 October 2022

Prohibited Plastic Items: means the single-use plastic items listed in Schedule 1.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Agreement or any other contract with the Authority;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Authority; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Regulations: means the Public Contracts Regulations 2015 (*SI 2015/102*).

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen 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 Agreement or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the services detailed in Schedule 1.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Agreement or Contracts.

Subcontract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Supplier.

Supplier Personnel: means all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Sustainability report: the report to be submitted to the Authority by the Supplier in accordance with clause 33.4.

Tender: means the tender submitted by the Supplier to the Authority on 06 October 2022

Term: means the period commencing on the Commencement Date and ending on 11 January 2026 or on earlier termination of this Agreement.

Termination Date: means the date of expiry or termination of this Agreement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

- (f) unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (g) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (h) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement shall include the Schedules;
- (i) references in this Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Agreement so numbered;
- (j) references in this Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Agreement so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax [and email OR but not email];
- (m) any obligation on a party not to do something includes an obligation not to allow

2. Term

- 2.1 The Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with these conditions or is otherwise lawfully terminated) shall terminate at the end of the Term.
- 2.2 The Authority shall be entitled at its absolute discretion to extend the Term by any number of periods which shall not exceed, in aggregate, the period specified in Clause 2.2.1. In the event that no period is specified in Clause 2.2.1 this Contract shall not be extended.
- 2.2.1. The aggregate period by which this Contract may be extended is two years.
- 2.5. If the Authority wishes to exercise its right to extend this Contract under Clause 2.2 it shall serve on the Supplier notice in writing to that effect not less than 3 (three) months, before the expiry of the Term.
- 2.6. If the Authority exercises its rights in Clause 2.2, the definition of Term shall be deemed to be amended accordingly and the Supplier shall continue to provide the Services to the Contract Standard at the Contract Price prevailing on the date of the extension as revised from time to time.

3. Scope

- 3.1 This Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to the Authority.
- 3.2 The Authority appoints the Supplier as a provider of the Services, and the Supplier shall be eligible to receive Referral for such Services from the Authority during the Term.
- 3.3 The Authority may at its absolute discretion and from time to time make a Referral for Services from the Supplier in accordance with the procedure set out in clause 4 during the Term.
- 3.4 If and to the extent that any Services under this Agreement are required, the Authority shall:
 - (a) enter into a contract with the Supplier for these Services materially in accordance with the terms of the Contract; and
 - (b) comply with the procedure in clause 4.
- 3.5 The Supplier acknowledges that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 3.6 All payments shall be made within 30 days of the end of each such month in accordance with such payments arrangements as the Authority may have specified or, in the absence of such specified arrangements, shall be sent to the Authority by cheque made payable to the Authority.

4. Referral Procedure

- 4.1 If the Authority decides to source Services through this Agreement, then it may satisfy its requirements for the Services by awarding a Contract in accordance with the terms laid down in this Agreement.
- 4.2 The Authority may place a Referral to the Supplier by serving a Referral notice in writing in substantially the form set out in Schedule 3 or such similar or analogous form agreed with the Supplier including systems of Referral involving e-mail or other online solutions.

Accepting and declining Referrals

- 4.3 Following receipt of an Referral, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Authority and notified to the Supplier in writing at the same time as the submission of the Referral (which in any event shall not exceed two Working Days) acknowledge receipt of the Referral and either:
 - (a) notify the Authority in writing and with reasons that it is unable to fulfil the Referral; or

- (b) notify the Authority that it is able to fulfil the Referral by signing and returning the Referral Form.

4.4 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil a Referral; or
- (b) the time limit referred to in the Referral has expired then the Referral shall lapse.

4.5 If the Supplier modifies or imposes conditions on the fulfilment of a Referral, then the Authority may either:

- (a) reissue the Referral incorporating the modifications or conditions; or
- (b) treat the Supplier's response as notification of its inability to fulfil the Referral.

4.6 The Parties acknowledge and agree that the placement of a Referral is an "invitation to treat" by the Authority. Accordingly, the Supplier shall sign and return the Referral Form which shall constitute its offer to the Authority. The Authority shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Referral Form.

5. Contract performance and precedence of documents

5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:

- (a) the requirements of this Agreement; and
- (b) any Special Conditions set out in the Referral Form.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the Contract;
- (b) the Referral Form except Appendices 2 (Supplier's Tender) and the Referral Form;
- (c) the terms of the Agreement, the Schedules to the Agreement and the appendices to the Referral Form, except Schedule 1, part 2, Appendix 2 (the Supplier's Tender), and Appendix 3 to the Referral Form;
- (d) any other document referred to in the clauses of the Contract; and
- (e) Schedule 1, part 2 of the Agreement and Appendix 2 to the Referral Form (the Supplier's Tender), and Appendix 3 to the Referral Form.

6. Charges

6.1 The prices offered by the Supplier for Contracts shall be the prices listed in Schedule 2.

Supplier's general obligations

7. Warranties and representations

7.1 The Supplier warrants and represents to the Authority that:

- (a) 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 to perform its obligations under this Agreement;
- (b) this Agreement is executed by a duly authorised representative of the Supplier;
- (c) in entering into this Agreement or any Contract, the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not committed any Prohibited Act;
- (d) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
- (e) the Supplier, the Staff, Subcontractor(s) and Supplier Personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- (f) as at the Commencement Date, all information, statements and representations contained in the Tender and the SQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) 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 that will or might affect its ability to perform its obligations under this Agreement and any Contract which may be entered into with the Authority;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement and any Contract; and
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

- 7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

8. Service pre-requisites

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement and any Contract.

Supplier's information obligations

9. Reporting and meetings

- 9.1 The Authorised Representatives shall meet as and when required and the Supplier shall, at each meeting, present its previously circulated Management Information in the format set out in Schedule 5.
- 9.2 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. Records and audit access

- 10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it.
- 10.2 The Supplier shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.
- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors, subcontractors or advisers from making any disclosure to any person of any matters relating thereto.
- 11.2 clause 11.1 shall not apply to any disclosure of information:
 - (a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Agreement;
 - (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;
 - (d) by the Authority of any document to which it is a party and which the Parties to this Agreement have agreed contains no Confidential Information;
 - (e) to enable a determination to be made under clause 21;
 - (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
 - (g) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
 - (h) by the Authority relating to this Agreement and in respect of which the Supplier has given its prior written consent to disclosure.

- 11.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Agreement.

12. Official Secrets Acts

- 12.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.
- 12.2 In the event that the Supplier or its Staff fail to comply with this clause 12, the Authority reserves the right to terminate this Agreement with immediate effect by giving notice in writing to the Supplier.

13. Data protection

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 13.3 Without prejudice to the generality of clause 13.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 13.4 Without prejudice to the generality of clause 13.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Authority (as set out in Schedule 4), unless the Supplier is required by Domestic Law to otherwise process the Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Authority;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm

that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- (d) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Authority or the Authority's

designated auditor pursuant to clause 10 and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

- (i) indemnify the Authority against any losses, damages, costs or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 13.

13.5 Where the Supplier intends to engage a Sub-Contractor pursuant to clause 23 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Authority in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Authority to the processing;
- (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 13.

13.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 13 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 replaced by attachment to this agreement).

13.7 The provisions of this clause shall apply during the continuance of this agreement and indefinitely after its expiry or termination.

14. Freedom of information

14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a

Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.

15. Publicity

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Agreement by the Auditor.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. Guarantee

On the Authority's request, the Supplier shall procure that the Guarantor shall:

- (a) execute and deliver to the Authority the Guarantee;
- (b) deliver to the Authority a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

Termination and suspension

17. Termination

Termination on breach

- 17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
 - (a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
 - (b) where the Authority terminates a Contract awarded to the Supplier under this Agreement as a consequence of a Default by the Supplier;

- (c) where any warranty given in clause 7 of this agreement is found to be untrue or misleading;
- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

Termination on insolvency and Change of Control

17.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.3(a) to clause 17.3(h) (inclusive); or
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.4 The Authority shall have the right to terminate this Agreement, or to terminate the provision of any part of the Agreement at any time by giving three Months' written notice to the Supplier.

18. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Agreement in clause 17, if a right to terminate this Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Referrals by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

19. Consequences of termination and expiry

19.1 Notwithstanding the service of a notice to terminate the Agreement, the Supplier shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of the Agreement or such other date as required under this clause 19.

19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Agreement shall not operate as a notice to terminate any Contract made under the Agreement. Termination or expiry of the Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

19.3 Within 30 Working Days of the date of termination or expiry of the Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save

that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.

- 19.4 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement before termination or expiry.
- 19.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 13, clause 15, clause 19, clause 22, and clause 32 shall remain in full force and effect and survive the termination or expiry of the Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. Complaints handling and resolution

- 20.1 Within two Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken for its resolution.
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Family Group Conference Primary Lead of the Authority and Family Plans Company Director of the Supplier shall attempt in good faith to resolve the Dispute;
 - (b) if the Family Group Conference Primary Lead of the Authority and Family Plans Company Director of the Supplier are for any reason unable to resolve the Dispute within [30] Working Days of service of the Dispute Notice, the Dispute shall be referred to the Head of Social Work Family Services of the Authority and Family Plans Company Director who shall attempt in good faith to resolve it;
 - (c) if the Head of Social Work Family Services of the Authority and Family Plans Company Director are for any reason unable to resolve the Dispute within [30] Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless

otherwise agreed between the parties within 14 Working days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR and

- (d) unless otherwise agreed between the parties, the mediation will start not later than 14 Working days after the date of the ADR notice.

21.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

21.3 If for any reason the Dispute is not resolved within 14 Working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 32.

General provisions

22. Prevention of bribery

22.1 The Supplier shall (and shall procure that the Staff, Subcontractor(s) and Supplier Personnel shall):

- (a) not, in connection with this Agreement and any Contract made under it, commit a Prohibited Act;
- (b) not do, suffer or omit to do anything that would cause the Authority or the Staff, Subcontractor(s) and Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
- (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement and any Contract made under it.

22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.

22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.

22.4 If the Supplier, the Staff, Subcontractor(s) or Supplier Personnel breaches this clause 22, the Authority may by notice:

- (a) require the Supplier to remove from performance of this Agreement and any Contract made under it any Staff, Subcontractor(s) or Supplier Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority have elected to take (including, where relevant, the date on which this Agreement and any Contract made under it shall terminate).
- 22.6 Despite clause 21, any dispute relating to:
 - (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,shall be determined by the Authority and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

23. Subcontracting and assignment

- 23.1 Subject to clause 23.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 23.2 The Authority shall be entitled to novate the Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

24. Variations to Agreement

Any variations to the Agreement must be made only in accordance with the Agreement Variation Procedure set out in Schedule 6.

25. Third party rights

- 25.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

- 25.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

26. Severance

- 26.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, [it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible,] the relevant provision or part-provision shall be deemed deleted. Any [modification to or] deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 26.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is deemed invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Interest

- 28.1 Each party shall pay interest on any sum due under this Agreement, calculated as follows:
- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period: From when the overdue sum became due, until it is paid.

29. Waiver

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

30. Entire agreement

- 30.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all

previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- 30.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 30.4 Nothing in this clause shall limit or exclude any liability for fraud.

31. Notices

- 31.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or email address or DX number given in this agreement or as otherwise notified in writing to the other party.
- 31.2 This clause 31.2 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first class post or other next Working Day delivery service providing proof of postage, at 9.00am on the second Working Day after posting;
 - (c) if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Working Day after posting; or
 - (d) if sent by email, at the time of transmission; or
 - (e) if sent by document exchange (DX), at 9.00 am on the second Working Day after being put into the DX.
- 31.3 If deemed receipt under clause 31.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 31.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 31.5 For the purposes of clause 31.1, the address of each Party shall be:
 - (a) For the Authority:
Helen Farrell

Address: City Hall, 64 Victoria Street, London

For the attention of: Director of WCC Family Services

Email address: hfarrell@westminster.gov.uk

(b) For the Supplier:

Richard Desjardins

Address: International House 142 Cromwell Road, Kensington, London, England, SW7 4EF

For the attention of: Company Director

Email address: richard@family-plans.com

31.6 Either Party may change its address for service by serving a notice in accordance with this clause.

32. Governing law and jurisdiction

32.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. Supplier environmental obligations

33.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

33.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) assess the environmental impact of all past, current and future operations;

- (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (c) specify measures to reduce the use of all raw materials, energy and supplies;
- (d) require Supplier Personnel to be trained in environmental matters.

33.3 The Supplier shall, in performing its obligations under this agreement:

- (a) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (b) not use any goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;
- (c) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment.

33.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall contain information on:

- (a) the Supplier's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;
- (b) the Supplier's water use (in metres cubed);
- (c) the Supplier's energy consumption relating to assets used at Authority premises or other locations;
- (d) transport use (and resulting GHG emissions) for goods delivered to, or Supplier Personnel travel to, Authority premises or other Authority locations;
- (e) the volume of waste produced at Authority premises or other locations that relate to the provision of the Services; and
- (f) the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's operations and contributions towards any Authority environmental policies or targets.

33.5 The Authority may audit the Supplier's compliance with this clause 33 in accordance with clause 10.

IN WITNESS WHEREOF the Parties have signed this agreement as a deed on the day and year first before written.

THE COMMON SEAL OF



Sealed By: Westminster City Council
Sealed Time: 27 February 2023 | 11:56 GMT

THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER was hereunto affixed in the presence of

Authorised Officer	NAMES IN CAPITAL
	SIGNATURE <i>Kar-Yee Chan</i>

Executed as a deed by

FAMILYPLANS LTD acting by two directors, a director and company secretary or director, in the presence of a witness:

Signed: *Richard Desjardins*

Print Name:

Director

Signed: *[Signature]*

Print Name:

Director **OR** Secretary

When witnessed only

Signature of Witness:

.....

Print Name:

Address:

Occupation:

Schedule 1 Services

Part 1 Services

Appendix 1 [Specification/ Authority Requirements]



Family Group
Conference tender - t

Appendix 2: [The Supplier's Tender]

Family Group Conference

SERVICE SPECIFICATION

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1. Purpose of this document

1.1. The purpose of this service specification is to set out clear expectations from both, the Councils, and the Provider, in relation to the following:

- ✓ Confirmation of commissioning arrangements.
- ✓ Service provision model and quality standards.
- ✓ Clarity of roles and responsibilities.
- ✓ Service users and referral process.
- ✓ Agreed monitoring and reporting framework.
- ✓ Safeguarding and data protection.
- ✓ Payment terms.

2. Definitions, Abbreviations, and Interpretations.

2.1. Definitions

Family Group Conference (FGC)

A FGC is a family-led meeting in which the family and friends network come together to make a plan for a young person. The process is supported by an independent co-ordinator who helps the family prepare for the FGC. Young people are usually involved in their own FGC, with support from an advocate where required. It is a voluntary process.

Safeguarding Family Group Conference (SFGC)

SFGC is a meeting convened and facilitated by an independent FGC Co-ordinator where the young person's family and support network come together to agree what they can and will offer to keep the child/ren safe from risk and achieve best outcomes. SFGCs are offered as an alternative to Initial Child Protection Case Conference (ICPC).

Safeguarding Family Network Meeting (SFNM)

SFNM is a meeting between family members and professionals to create a Safeguarding Plan. SFNM are a key part of safeguarding as they provide the opportunity to explore the family and friends' network that already provides safety and support and those who could become part of the safety or care plan for each young person.

Adolescents At Risk (AAR)

A young person considered at risk of extrafamilial harm (i.e. harm that is outside their familial home) and associated behaviours such as substance abuse, school exclusion and criminal activity and mental health. Young people at risk also include those associating with gangs, missing persons and those involved in sex or drug trafficking.

Child Protection Advisor (CPA in WCC) or Family Support Child Protection Advisor (FSCPA in RBKC)

A person chairing Initial Child Protection Case Conferences and Review Conferences who has oversight of case progress. They also have a key role in overseeing all Alternative Pathway work by chairing initial SFNMs.

2.2. Abbreviations

RBKC	Royal Borough of Kensington and Chelsea
WCC	Westminster City Council
Bi-Borough (Authority/ Councils)	Royal Borough of Kensington and Chelsea and Westminster City Council
DBS	Disclosure Barring Service
PLO	Public Law Outlines
AAR	Adolescents At Risk
FGC	Family Group Conference
SFGC	Safeguarding Family Group Conference
SFNM	Safeguarding Family Network Meeting
SGO	Special Guardianship Order
EH	Early Help
CIN	Child In Need
CP	Child Protection
CPA or FSCPA	Child Protection Advisor or Family Support Child Protection Advisor
LAC	Looked After Child
ICPC	Initial Child Protection Case Conference
SW	Social Worker
YP	Young Person
FCS	Family and Children's Services
EH	Early Help

2.3. Interpretations

- The term **'bi-borough' or 'Councils'** refers to both local authorities: RBKC and WCC.
- The **'Provider'** refers to the contractor providing the FGC service.
- **'Young person' or 'young people'** in this context is a child or young person between 0 and 18.
- **'Adolescents'** refers to young people between the ages of 11 and 17 years (up to 18 birthday).
- **'Parent'** in this context refers to the person responsible for the young person. For example, biological parents, adoptive parents, guardian, carer or whoever has parental responsibility for the young person.
- **'Service User'** refers to young people, parents (as per above interpretation) or anyone receiving and benefitting from the service.
- **'Alternative pathways'** in this context refers to SFGCs.

- **‘Information givers’** refers to those representatives from services involved in the care and assessment of the children concerned.

3. Aims of the service

- 3.1. To provide young people and families with access to FGCs. An informal but structured process that involves the young person’s extended family and/or friendship network in the planning and decision-making process. The aim of FGC is to empower families to find their own solutions, rather than have professionals impose decisions upon them. The service will also provide SFGC’s to families who have met the threshold for child protection and young people who are at risk .
- 3.2. This service will be independent to the Councils but work closely with the in-house FGC Lead and the Councils’ social work teams (see structure chart under [section 6.9](#)).

4. Commencement and duration

- 4.1. The service will commence on 12th of January 2023 with a contract length of three years, ending on 11th of January 2026, with the option to extend for a period of up to a further two years to 11th of January 2028.

5. Background and Legislative Context

- 5.1. FGC is an established process within both authorities. Although not a statutory requirement, the introduction of Public Law Outlines (PLOs) in 2013 provided an impetus for the local authorities to consider the FGC model as one way of engaging families in decision-making early. The PLO sought local authorities to provide adequate evidence of engaging child or young person’s family in a decision-making process, prior to issuing legal proceedings. One form of such evidence recognised by courts being a family plan made during a FGC.
- 5.2. The PLO introduced a reduction in timescales for all care proceedings to 26 weeks to avoid court delays. This made it an imperative that FGCs occur prior to court proceedings, allowing time to identify family networks and assist in the completion of parenting and other specialist assessments at the earliest stages of proceedings, whilst at the same time seeking to identify permanent kinship placements. This can offer considerable savings to local authorities.

5.3. Key drivers

- 5.3.1. The growing Children’s Social Care agenda has also given impetus to the ambition to improve delivery and quality of FGC services. Key drivers for local change over the past years have been identified as follows:
 - **Legislation and guidance regarding revised PLO timescales/ Practice Direction 36C:** FGCs need to be consistently referred to and convened as early as possible using parallel planning to ensure that all family and friends are appropriately supported prior to court proceedings.
 - **Developing permanency in the boroughs:** the work of the Connected Persons Team and work to support permanency require a consistent FGC service to inform potential Connected Persons

within family and friends' networks and to establish where family and significant others are piecing themselves in order of preference for assessment. FGCs are also needed to consolidate Special Guardianship Order (SGO) contact and support plans.

- **The need to reduce looked-after children (LAC) numbers:** effective use of FGCs can contribute to increasing the number of Connected Persons placements and save local authorities considerable resources that would otherwise be spent on care arrangements.
- **Efficient and effective services:** the need to deliver services that evidence value for money and improved outcomes for service users.
- **Improved performance management:** particularly the need to measure service outcomes and the performance of the service more robustly.
- **Development of relationship-based systemic practice** from 2014, which recognises the strengths of family and community networks and seeks to involve families in decision-making about their children.
- **Development of an Alternative Pathway** to Initial Child Protection Case Conference (ICPC) called Safeguarding Family Group Conference Model (SFGC) to some families who have an established support network and would benefit from a different way of working. This will include young people who are identified as adolescents at risk.
- **Recommendations from The Independent Care Review 2022, Chapter 4:** Unlocking the potential of family networks. Introducing a legal right to family group decision making (such as FGCs) for all families before they reach Public Law Outline, with flexibility to allow for urgent cases where this is not possible.

6. Service Delivery Model

6.1. Service provision

- 6.1.1. During the length of this contract, the Bi-Borough commits to offer the block contractor a minimum of 80 FGC and reviews referrals per annum. Where the Bi-borough has to spot purchase a referral allocation from the spot contractor due to unavailability of suitable FGC Co-ordinators (i.e. matching requirements – background, language, or experience) from the block contractor, that referral will be deducted from the block contractor's referrals guarantee.
- 6.1.2. The Councils take pride in having achieved high conversion rates over the past few years (74%-87%), well above the national average (currently at 68%). The Provider will be expected to deliver the maximum number of FGCs per annum retaining the same or achieving higher conversion rates for the duration of the contract.
- 6.1.3. The FGC Provider will offer a comprehensive service from referral through to FGC and/ or review. The Provider is expected to complete all its responsibilities outlined in this specification and organise all activities related to the FGC.

6.2. Eligibility criteria

- 6.2.1. The FGC service will be provided to young people and their families currently known and opened to the Family Services Departments in each Council, residing either in the local areas of Westminster and Kensington and Chelsea, or out of these boroughs in another local authority.

6.3. Service availability

- 6.3.1. The Provider will run the FGC service in a flexible way that allows it to meet the specified timescales. The FGC Co-ordinator will engage and/ or meet families at convenient times to maximise their engagement and participation in the process. This may be outside of 9am -5pm during weekdays and it may include weekends.

6.4. Family Group Conference

- 6.4.1. In any decision-making process in respect of young people, it is essential that they and their parents are fully involved where possible, even if the young person is in care or lives elsewhere.
- 6.4.2. The FGC process supports this approach and further seeks to include extended family, trusted friends, and significant others within the family's network in the process to ensure that the young people can be kept safe and be cared for within their birth families.
- 6.4.3. What distinguishes FGCs to other statutory meetings is the Private Family Time offered to families and the fact that they are family led meetings, rather than professionally led meetings.

6.5. Alternative Pathways SFGCs

- 6.5.1. In the bi-borough, FGCs are offered at all stages of professional involvement, from Early Help (EH), Child In Need (CIN), Child Protection (CP), legal proceedings as well as post order. They are offered as a tool to support reunification of the young people from care, negotiate support for Special Guardians and other kinship care arrangements.
- 6.5.2. In 2014 the Authority embarked on a theory of change programme introducing systemic practice and Signs of Safety in the way they work with children, young people, and families. The aim was to consider how to use systemic ideas underpinning the practice to improve the child protection process and experience of families going down this route.
- 6.5.3. In 2018, the DfE invited professionals to complete a review of the CP process to understand the impact of the use of Danger Statements to replace CP Categories. The comprehensive review evidenced the need to do something very different, something that would reduce bureaucratic processes and create an environment that was more collaborative, one that reduced shame.
- 6.5.4. Drawing on the learning and experience from Leeds and other areas that use the FGC model the Councils designed and implemented the Alternative Pathway or SFGC to bring about change and reflect systemic approaches.
- 6.5.5. The overarching principles of the Alternative Pathways are:
- To apply a safeguarding framework that is transparent and robust.

- To improve the way we communicate with families so that its relational and dialogical.
 - For conferences to reflect systemic approaches and be places of reflection with consideration for who should attend.
 - For reports to be brief, shared in advance, and co-created with families.
 - To encourage decision-making that is collaborative and from an equal platform.
 - For outcomes and plans to be co-produced and to reflect the voice of the young person and the family.
 - To empower families by identifying sources of support within their network first.
 - To make the process more purposeful by reducing professional network attending SFNM to only a core group of professionals already working with the family.
- 6.5.6. The guiding principle is that, for every family who is considered for ICPC they are also considered for a **Safeguarding Family Group Conference** as an alternative. In order to provide an equally robust oversight, monitoring and scrutiny of the SFGC/ICPC Alternative Pathway, CP Chairs are allocated to monitor the progress throughout.
- 6.5.7. Families following the SFGC pathway will appear as CIN cases however in order to reassure our partner agencies that this pathway is equally rigorous as CP, FGCs have been given safeguarding title to make them easily identifiable for our partner agencies. The process has tighter timescales than FGCs (see [Appendix 1](#)).
- 6.5.8. SFGCs are offered as an alternative to ICPC to those families where the threshold for a FGC has been met. They are offered to families who have an established support network, when they evidence a level of cooperation, understanding and acceptance of professional concerns. The Councils use this pathway to work with CP concerns and need a way to flag this on professional recording systems.
- 6.5.9. To be on the par with the ICPC process and be seen as an equal partner to CP, the timescales for delivery have been brought in line with ICPC. The SFGC needs to be delivered within 20 working days and timescales are confirmed at the point of referral. The Freedom and Flexibilities Program within the Councils allows a degree of flexibility, however, any delay outside 20 working days must be agreed in advance via FGC Lead.
- 6.5.10. Although in the SFGC the FGC process remains the same, the FGC Co-ordinator plays a more active role in the safeguarding approach. Families are informed about the approach so they understand what is involved and can make an informed decision. They negotiate the date for the SFNM with the family. To be on the par with the ICPC process and be seen as an equal option to CP, the timescales for delivery were reduced to match to those applied to ICPCs (see [Appendix 2](#)).
- 6.5.11. The SFGC Coordinator shall provide weekly updates to the SW and FGC Lead, who is responsible for disseminating the information to other relevant professionals as with the CP process. Any delay to the service delivery, disengagement or diversion must be communicated

to the SW and the FGC Lead. The FGC Lead will be able to decide if the case should be reverted to ICPC.

6.6. Adolescents At Risk (AAR)

- 6.6.1. Family Services and partner agencies are seeing increasing numbers of young people who have suffered or are at risk of suffering significant harm coming from outside the familial home, within the local community. This includes issues such as serious youth violence, sexual and/or criminal exploitation, peer-on-peer violence, county lines, and drug/ alcohol use. When the risk is not attributable to the care received by the parent/carer, i.e. extra familial harm (contextual safeguarding), consideration is given to whether the threshold for an Initial Child Protection Conference (ICPC) is met in such situations and what the potential risk may be to younger siblings residing in the property.
- 6.6.2. Research and local practice informs us that the key to effectively engaging young people in managing risk is to work collaboratively with the wider network of family, community, and professionals. A key element to this is that often it is difficult to successfully engage and build a trusting relationship with young people caught up in situations with significant coercion and control. Building on the success of the (SFGC) Alternative Pathway model, the Children and Families Department wants to consider expanding the model to include SFGC's for young people and their identified network. The model seeks to bring families and professional network into a dialogue, one that avoids the stigma of CP process and alienation of young people but rather looks to engage and include them in meaningful discussion, while at the same time creating a robust, multi-agency safety and support plan which addresses the risks of significant extra familial harm for the child.

6.7. Steps in the FGC process

- 6.7.1. There are 5 steps within the FGC:

Stage 1: The Referral

- ✓ There is agreement between family members and the Councils that a plan needs to be made for a young person, the family are informed that they will be a major part of the decision making process.
- ✓ An independent FGC Co-ordinator is appointed to work with the family to set up the meeting.
- ✓ As FGCs are a voluntary process, it begins with parent or carer providing their consent for the information to be shared with their network.

Stage 2: Preparation for the Meeting

- The FGC Co-ordinator in conjunction with the young person and immediate carers identifies the family network which can include close friends and professionals who will be invited to the Conference.

- The FGC Co-ordinator discusses with the young person how they may be enabled to participate in the conference and whether they would like a supporter or advocate in the meeting.
- The FGC Co-ordinator sends out invitations and agrees with the family a venue, date and time for the conference.
- Family members and friends invited to the conference will be contacted by the FGC Co-ordinator who will let them know what the meeting is about and discuss any worries or concerns they may have.
- The FGC Co-ordinator liaises with the referrer and other relevant agencies to ensure family members have appropriate information about the issues, what is the 'bottom line', what is and is not acceptable in terms of a plan for the young person/family and what services are available that could assist the family.

Stage 3: The Meeting

- **Information giving:** This part of the conference is chaired by the FGC Co-ordinator; everyone is introduced, and the FGC Co-ordinator explains the FGC process and ground rules. Staff from agencies tell the family the reasons for the conference, and share information they have about the young person and family, about the services, resources and support that may be available and what action will be taken if the family cannot make a plan or the plan is not agreed.
- **Private Family Time:** Professionals and the FGC Co-ordinator are not present during this part. The family members have time to talk among themselves and come up with a plan that addresses the concerns raised by the staff.
- **Agreeing the plan:** The FGC Co-ordinator and referrer re-join the family to hear the family's plan. Any services or support from the agencies needed to make the plan work are discussed. The plan should be agreed by the referrer unless it places the child or young person at risk of significant harm. Where professionals are concerned that the plan does not satisfactorily address all the safety issues then the family can be asked to reconsider the plan. Everybody decides how they will check if the plan is working and what they will do if it is not working.

Stage 4: Implementation

All parties then implement their parts of the plan within agreed timescales and communicate and address any concerns that arise. The co-ordinator appoints at least one family member as a person to monitor the plan.

Stage 5: Reviewing the plan

A Family Group Conference review or other meeting is often arranged to review how the plan is working and make new plans if necessary.

6.8. FGC principles and good practice guidance

- 6.8.1. FGCs are voluntary and the key principles throughout the process are as follows:

- **Empowerment** - through the affirmation of the family, that they are the primary decision makers.
- **Participation** - the priority of participation of young people and all family members.
- **Impartiality** - both in terms of the process and the role of the Co-ordinators.
- **Flexibility and Availability** - to the young people's and family's needs in terms of all aspects of the process.
- **Information** - clarity of resources, timescales, roles, and viewpoints of the information givers and family members.
- **Confidentiality** - respect of the privacy of the young person and their family within the family network and to allied information givers.
- **Equal Opportunity** - in terms of the whole community in all its diversity.

6.8.2. The FGC good practice guidance¹:

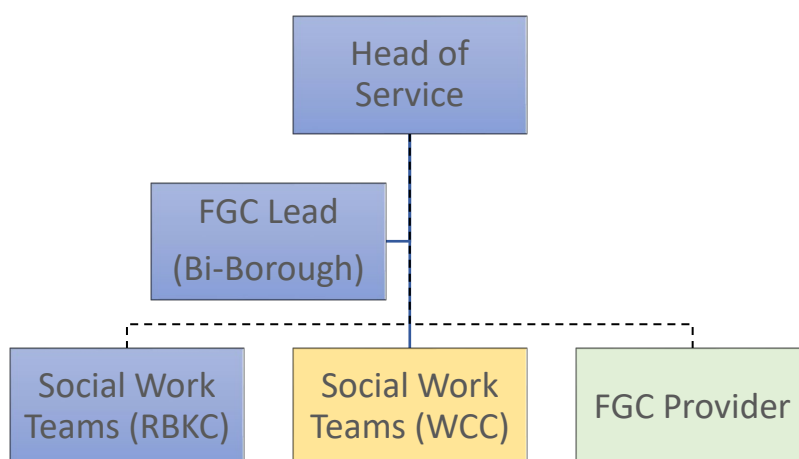
- ✓ An FGC should be considered as early as possible once concerns about the child are identified.
- ✓ The FGC will only proceed if someone with parental responsibility (PR) or an older child agrees to the referral and to the sharing of information.
- ✓ Once the referral is received by the FGC service, a co-ordinator will be allocated who should be independent of the decision-making of the referring agency.
- ✓ Sufficient time should be provided to enable full preparation of all family members for the FGC, irrespective of whether the meeting will be held on-line or face to face.
- ✓ It is for the child and those with parental responsibility to identify the wider family and friends' network and to be assisted in doing this by the co-ordinator.
- ✓ Whilst working closely with the family, the co-ordinator also liaises with the referrer and other relevant agencies and invites them to the FGC where appropriate.
- ✓ The referring social worker should keep the guardian informed about the FGC.
- ✓ It is for those with parental responsibility to determine whether the guardian should attend the meeting.
- ✓ It is the role of the co-ordinator in collaboration with the family to ensure the effective preparation and involvement of the child.
- ✓ The co-ordinator needs to ensure that family members have appropriate information in order to be able to make decisions.
- ✓ All information gathered by the co-ordinator in preparing for the FGC will remain confidential.
- ✓ The only document to come out of an FGC will be the family plan, which should set out the question(s) that the family was asked to address and their response.
- ✓ The FGC should enable the family to make decisions as they see fit unless this would place the child at risk.

¹ [PROTOCOL FOR INVOLVING GUARDIANS IN FGC'S \(judiciary.uk\)](https://www.judiciary.uk/protocol-for-involving-guardians-in-fgc/)

- ✓ A fundamental principle of the FGC is that the family is the key decision making group and that they are enabled to do this through informed private discussion.
- ✓ There is a presumption that the family's plan will be agreed by the referring agency unless there is evidence that it would put the child at risk of harm.
- ✓ There is an assumption that the support asked for in the family plan will be provided by the relevant agency unless it is unreasonable or unnecessary for the plan to be implemented.
- ✓ There should be a clear process for reviewing the implementation of the plan.

6.9. Roles and responsibilities

6.9.1. The following structure chart explains the Councils' internal structure and how the Provider fits into it:



6.9.2. **FGC Champion** (Head of Service) to whom the FGC Lead can refer to as a senior point of contact, with line management responsibility and active role in promoting FGC work across the Department.

6.9.3. **FGC Lead** worker within Bi-Borough, who works closely with social work teams in keeping abreast of any developments and actively promoting the FGC model to all front-line staff, new recruits, and student social workers. The FGC Lead is based in the operational teams and works with and represents a link between social work front line and the FGC service.

6.9.4. Responsibilities of the FGC Lead are:

- ✓ To cover all referral routes, ensuring that all eligible families can be offered the service as early as possible and consequently prevent escalation as well as ensuring that families can be referred for FGCs at any stage of intervention.
- ✓ To develop and maintain clear referral pathways with specific prompts at different points in practice to trigger referrals (escalation or de-escalation).
- ✓ To establish formal FGC referral criteria that will direct resources towards referrals that are likely to result in successful outcomes for service users (for example create safeguarding plans to prevent court proceedings, create parallel plans to prevent children entering care system).

- ✓ To identify priorities and target groups for the FGC Service, such as preventing Court Proceedings, increasing the number of Connected Person placements, both of which can offer a significant savings to the Councils. Offering an alternative to ICPCs via a SFGC for those families who may benefit from a different way of working. This way, the use of FGCs is outcomes focused and social workers and their managers are supported on a clearer and targeted use of FGCs.
- ✓ To act as a 'bridge' between FGC Provider(s) and front line practice, ensuring an easy flow of referrals and minimum disruption to the service.

6.9.5. **Lead Professional** is ordinarily social worker, keyworker or family support officer who makes referrals for FGCs. This can also include therapeutic practitioners or school therapists who are linked to various teams in the Department.

6.10. Recruitment, selection, and retention

6.10.1. The Provider will be expected to demonstrate a solid knowledge of the principles and practice of the FGC model of working. It is essential that the Provider has FGC Co-ordinators who have completed accredited FGC Co-ordinator training with one of nationally recognised institutions (Family Rights Group², Open College Network³ or similar), who have experience of delivering FGCs at all levels of Family and Children social work intervention. The FGC Co-ordinators will also have to be from diverse ethnic, cultural and linguistic backgrounds.

6.10.2. The Provider is required to have a recruitment, training and retention strategy, outlining the Provider's approach to retaining quality staff. The strategy should demonstrate commitments to robust induction programmes, training, staff development plans, regular supervision, staff appraisals and development plans, career progression pathways, robust equal opportunity policies, strong social value ethos and a culture of support within the organisation.

6.10.3. The Provider will have a clear plan of recruitment and train staff within youth services to work with adolescent at risk or similar models in the future.

6.10.4. A satisfactory Disclosure and Barring Service (DBS) check at an enhanced level is required for all workers employed by the Provider. The Provider shall ensure that staff and volunteers with access to the service users shall not commence paid or unpaid FGC work until an enhanced DBS has been completed and staff are registered for the on-line DBS update service.
<https://www.gov.uk/dbs-update-service>.

6.11. Referral process

6.11.1. The Provider must be willing to take referrals from either and both Councils. The young person and family may be residents in the local bi-borough area or reside in a different local authority outside of the area. This may include any part of the Country.

² [Helping families Helping children - Family Rights Group \(frg.org.uk\)](http://Helping families Helping children - Family Rights Group (frg.org.uk))

³ [Home \(ocnlondon.org.uk\)](http://Home (ocnlondon.org.uk))

6.11.2. Prior to making a referral, the SW/ Lead professional must ensure they discuss the process of FGC with the young person and all relevant family members to prepare them for the work with an independent FGC Co-ordinator.

FGC/ SFGC and Review Referral

6.11.3. The FGC Lead may at any time during the term of this contract contact the Provider with the details of a proposed referral including the following:

- ✓ Details of the YP's family requiring the service.
- ✓ A clearly completed referral form or only basic information about the family and contact details of allocated professionals (in Reviews only).
- ✓ Any gender, ethnicity, language or specific experience required to meet the need.
- ✓ Any known timescales agreed in court or specific to SFGC process.
- ✓ If the YP or the parents require independent representation or advocacy.
- ✓ Any known risk factors to be considered.
- ✓ Any gender or cultural needs to be met.
- ✓ Any other relevant issues to be considered.

6.11.4. The Councils will make electronic referrals, using password-protected documents and send them via secure email.

Acceptance and allocation

6.11.5. The provider will respond to the FGC Lead, either accepting or refusing the referral within 1 working day (24 hrs – excluding Saturday and Sunday).

6.11.6. At the time that the Service Provider accepts a proposed referral, the Authority and the Service Provider shall agree the timeframe and any other needs relating to the referral that must be considered.

6.11.7. The Provider will allocate the referral to an appropriate FGC Coordinator. They will offer a cultural, linguistic, or relevant experience match to maximise family engagement.

6.11.8. The Provider will arrange a two-way meeting with the referring SW/ Lead professional to:

- Discuss the referral.
- Set the agenda.
- Assess any risks.
- Agree the aims of FGC and other details.

6.11.9. This stage may include a joint visit with the SW/ Lead professional to the family's home, to explain SFGC model, provide them with relevant timescales, and any other information that will help them make an informed decision.

6.11.10 In case of an emergency (Southwark Judgement, Case Management Order CMO, Edge of Care, terminal illness cases or similar), the Provider will commence the work as soon as practicable

and will work with the FGC Lead in to establish an emergency timeline. It is accepted that in such circumstances, the FGC Co-ordinator may not be able to be matched to reflect the gender, ethnicity, or language requirements.

Responsibilities

6.11.11 The SW/ Lead professional will be responsible for assessing the outcome of an FGC including any follow-up meetings (Reviews).

6.11.12 The FGC Lead will be responsible for:

- ✓ Managing the flow of referrals to the Provider.
- ✓ Gathering feedback from SWs in relation to the quality of the meeting and overall satisfaction of service delivery.
- ✓ Gather information from service users on outcomes, treatment by Coordinator, and general experience of the service.
- ✓ Address any issues immediately with the Provider relating to complaints.
- ✓ Request quarterly monitoring information from Provider and meet with them every quarter to monitor and review the information and service.
- ✓ Observe several selected FGCs, subject to families' consenting, to ensure that meetings are conducted within the agreed service standards.

6.11.13 The Provider will be responsible for:

- Responding to a referral request within 24 hrs (excluding weekends).
- Matching and allocating the referral according to needs.
- Monitoring FGC Co-ordinators' performance and addressing concerns or issues in a timely manner.

6.12 Service standards

6.12.1 The table in [Appendix 3](#) details the expectations of the Service, the Provider, the FGC Co-ordinators, and the referring SW/ Lead professionals for the provision of FGC/ SFGCs.

6.13 Response times

6.13.1 Timescales have been outlined in [Appendix 1](#) next to the workflow and under the KPIs in [Appendix 4](#).

6.13.2 The Provider should aim to deliver all FGC work between 20-30 working days at the latest (4-6 weeks) and no longer than 30 working days.

6.13.3 All Alternative Pathway referrals (SFGC) should be delivered within 20 working days (4 weeks). Although the Councils has been granted 'Freedoms and Flexibilities' to apply to timescales relating to all CP cases, any delay outside the designated 20 working days must be negotiated in advance and approved by the FGC Lead first.

- 6.13.4 All SFGC reviews should aim to be delivered within 4 weeks of being commissioned, with the family plans required to feed into the ongoing SFNM process.

6.14 Room booking

- 6.14.1. The Provider will be responsible for room bookings for FGC meetings in suitable locations across the two boroughs, or out of borough, convenient for the young person and their family. Please refer to [Section 9](#) on Added Value.
- 6.14.2. The Councils will pay for room bookings. However, it is expected that the Provider will source a suitable venue that will provide good value. Venue costs will be agreed with the FGC Lead in advance.

6.15 Monitoring and reporting

- 6.15.1 The service will be monitored by the Children's Contracts Team. Performance reports need to be submitted to the nominated responsible officer on a quarterly basis.
- 6.15.2 The tables in [Appendix 4](#) detail the reporting requirements to track activity and performance.

6.16 Communication, compliments, and complaints

- 6.16.1 The Councils expect that the FGC Lead, the social work teams, and the Provider will work in partnership to get best outcomes for young people and their families. For this, regular, clear, and effective communication will be expected on all parts.
- 6.16.2 Constructive feedback in the form of compliments or complaints to improve performance from the Provider, service users and professionals is welcome.
- 6.16.3 The Provider will publish, maintain, and operate a Complaints Procedure which complies with relevant Law and Guidance; and ensure that service users are made aware of the Complaints Procedure and how to use it effectively.
- 6.16.4 Any issues relating to practice will be brought to the attention of the Contracts Team in quarterly monitoring meetings for discussion. If an issue requires immediate resolution, the Lead will either contact the Provider or set up a practice meeting to discuss a way forward. This process will apply also if any issues or complaints are recorded by referring professionals or service users.

6.17 Payments and cancellations

- 6.17.1 The Provider will offer the FGC service to the standards outlined, free of charge at the point of consumption to service users and the Councils.
- 6.17.2 The Provider will be able to charge for the FGC service in accordance with the appropriate fees and costs detailed in the tender. Any other fees as outlined under Part C in the payments table below will only be payable when the family requires that support and with prior agreement from the FGC Lead.

- 6.17.3 Payment shall be made to the Provider quarterly in arrears and upon receipt of monitoring reports and a satisfactory invoice, detailing any additional costs, in the correct format outlined by the Councils' representative.
- 6.17.4 Payments will be made by the bi-borough within 30 days of receipt of the invoice.
- 6.17.5 A full FGC rate will only apply once the meeting has taken place and the plan has been agreed and distributed. If a FGC meeting is cancelled in advance, it is expected it will be rescheduled at no extra cost. If the FGC meeting is cancelled by the family on the day of the meeting and the Provider incurs a cost, an agreed part rate will be paid proportionate to the work carried out; to be agreed at tender stage and as per guidance below.

Payments Table

Rate	Full Payment	Guidance on part payments
PART A (exclude VAT from your price)	Full PART A rate will be payable upon completion of KPIs A.1 to A.3	In the event that the Provider is unable to complete KPI A.3 due to circumstances outside of their control (i.e. Family refuses to engage or refuses consent) a part rate (agreed at tender stage), will be payable proportionate to the work carried out.
PART B (exclude VAT from your price)	Full PART B rate will be payable upon completion of KPIs B.1 and B.2	In the event that the Provider is unable to complete KPI B.1 due to circumstances outside of their control (i.e. no engagement from all family network, Councils needing to take a different course of action) a part rate (agreed at tender stage), will be payable proportionate to the work carried out.
PART C (exclude VAT from your price)	Full PART C rate will be payable upon completion of KPIs C.1 to C.5 The Full Part C rate includes any food/ refreshments for the family at the meeting. It does not include the costs relating to any financial assistance that the Councils may wish to provide to assist family members to participate in the FGC process (i.e. crèche or childcare provision, out of London travel, family travel, or the fee for an advocate or interpreter). These costs will need to be agreed by all the parties at the initial meeting between the Provider and the FGC Lead.	In the event that the Provider is unable to complete KPIs C.1 and C.2 due to circumstances outside of their control (i.e. Family refuses to engage or on the day cancellation due extenuating circumstances) a part rate (agreed at tender stage), will be payable proportionate to the work carried out. A part payment will be given according to the work carried out if KPIs C.3, C.4 and C.5 are not completed.

REVIEW <i>(exclude VAT from your price)</i>	Full Review rate will be payable upon completion of KPIs R.1 to R.6 where the review meeting has taken place and the plan has been submitted, approved, and shared, the YP has been debriefed and feedback has been sought from participants.	In the event that the Provider is unable to complete KPI R.4 due to circumstances outside of their control (i.e. Family refuses to engage or on the day cancellation due to extenuating circumstances) a part rate (agreed at tender stage) for KPIs R.1 to R.3 , will be payable proportionate to the work carried out.
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7 Safeguarding

- 7.1. The Councils consider that the safeguarding of all children and young people, and especially those with learning difficulties, and of all vulnerable adults is of critical importance.
- 7.2. The Provider must ensure all children, young people and adults using the Services have an experience which is safe and secure.
- 7.3. The Provider must meet the Council's safeguarding requirements, which will include requirements in regard to the Children's and Families Act 2014, Working Together to Safeguard Children 2015, the Care Act 2014, Mental Capacity Act 2005 and Equality Act 2010 and must assist the Councils in addressing any safeguarding issues that it may become aware of.
- 7.4. The Council's guidance for the safeguarding of children can be found on the Local Safeguarding Children Board's website (<https://www.rbkc.gov.uk/lscb/information-professionals-and-volunteers>). The Provider and their staff are required to be familiar with the relevant guidance.
- 7.5. The Council's guidance for the safeguarding of vulnerable adults can be found on the People First website <http://www.peoplefirstinfo.org.uk/staying-safe/abuse-and-neglect-safeguarding-adults/what-to-do-if-you-think-someone-is-at-risk-of-abuse.aspx>). The Provider and their staff are required to be familiar with the relevant guidance.
- 7.6. Staff must report any safeguarding issues or concerns to the Council's SW or Emergency Duty Team (EDT) if out of hours who will contact the appropriate services.
- 7.7. In addition to the training of staff in safeguarding matters, the Councils require the provider to implement and comply with any instructions and guidance on safeguarding matters that it may issue or amend from time to time. Safeguarding and child protection training can be provided to all operational staff by the local authority safeguarding children and adults board or equivalent.
- 7.8. The Provider must have its own Safeguarding Policy prior to the commencement of services.
- 7.9. The Provider's Safeguarding Policy should:
 - Be reviewed regularly every year.
 - Have reference to information sharing protocol and be clear about the process for disclosing safeguarding alerts.

- Be in accordance with the Care Act 2014 duties and responsibilities, the Safeguarding Vulnerable Groups Act 2006, the Protection of Freedoms Act 2012, the Children and Families Act 2014.
- Refer to the Councils local policies and procedures.
- Include the contact details for the Local Authorities Designated Officer in relation to allegations or concerns about employees.
- Cover both staff and volunteers employed by the Provider.
- Designate a trained and supported safeguarding lead.
- Set out how safeguarding awareness will be disseminated, understood and practiced by staff.

7.10. The Provider will be required to work with the Councils to develop and improve its Safeguarding Policy where it is deemed not to be adequate.

7.11. The Provider must recruit and vet staff in accordance with Safer Recruitment principles. Guidance on Safer Recruitment can be found on the Local Children Safeguarding Board website.

8. Data protection and confidentiality

8.1. The Councils consider that the proper protection of sensitive personal and confidential data in accordance with the terms and conditions of the Contract is of the utmost importance in the execution of the services.

8.2. The service provider must ensure that all staff involved in the execution of the service, including office-based staff, are made aware of their responsibilities for Data Protection and have received appropriate training in the handling and security of personal and sensitive personal information.

8.3. The Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security and safe disposal of all personal and confidential data (including a document control procedure to guard against unauthorised access, accidental loss, destruction, or damage to, the personal data.) In accordance with all of the requirements of the Data Protection Act and the provisions of the European Union General Data Protection Regulation or any other equivalent data legislation which may come into effect in the United Kingdom.

8.4. The Councils reserve the right to inspect the arrangements for handling, security and disposal of personal and confidential data at its discretion.

8.5. The Council will also request that the successful service provider completes an Information Security questionnaire as part of the Council's risk management procedures surrounding data. This submitted document must demonstrate that the organisation has the required security controls in place that are appropriately protecting the data.

8.6. The Provider will ensure that the Information Security Questionnaire is completed and returned to the Council prior to the commencement of the contract.

9. Added value

- 9.1. The Council is seeking a provider who can provide 'added value' over and above the contracted service for the benefit of service users/ service provision, the Councils and/or the wider community in the boroughs.
- 9.2. In particular, the Councils would like the Provider to work with local community providers and other businesses during the first 3 months of the new contract to compile a comprehensive list of venues to hold FGCs and negotiate costs or discounts with preferred venues.
- 9.3. The Councils would also like to understand from the Provider if it has any current or planned initiatives that may result in improved services and/or reduced costs during the course of the agreement in regard to the cost and volume methods.
- 9.4. In your tender response you will be asked to detail any appropriate way in which you feel your organisation can 'add value' and, in particular, highlight the benefit(s) that the 'added value' will offer.
- 9.5. Please be realistic when detailing the 'added value' your organisation can provide, as it will become part of the core contract and subsequent monitoring.

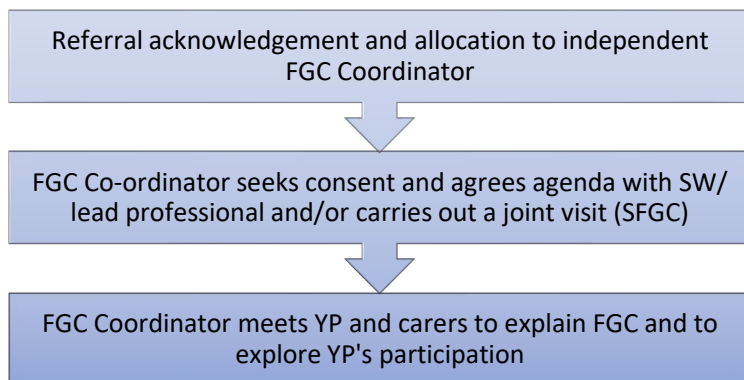
10. London Living Wage

- 10.1. The Councils are committed to the London Living Wage and the Provider will therefore have to ensure that applicable staff undertaking the service are paid in accordance with this.

Appendix 1: FGC/SFGC workflow and timescales

PART A + PART B + PART C = Full FGC

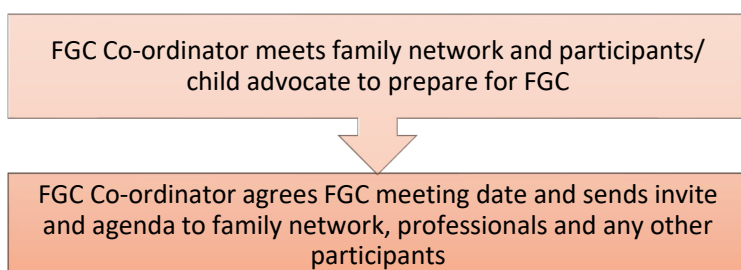
WORKFLOW



TARGETS

- ✓ Within 1 working day of FGC and/or SFGC referral.
- ✓ Within 7 working days of FGC referral.
- ✓ Within 5 working days of SFGC referral.
- ✓ Within 10 working days of FGC referral.
- ✓ Within 7 working days of SFGC referral.

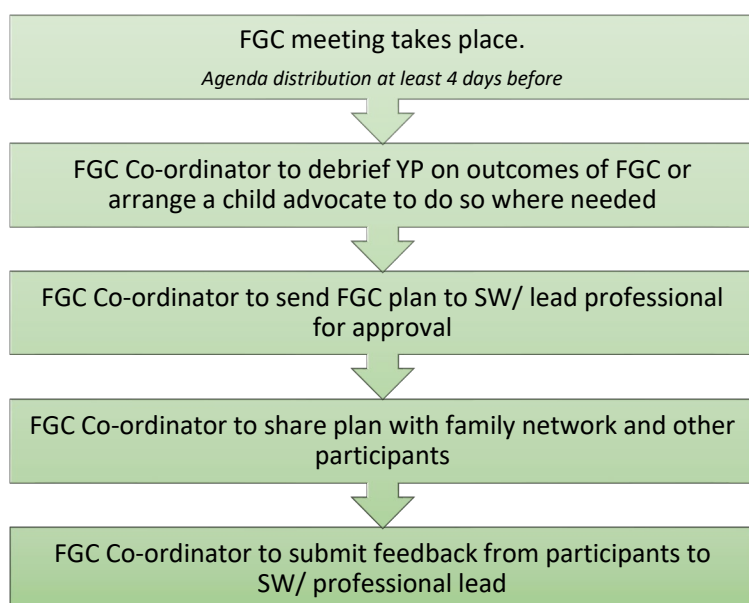
WORKFLOW



TARGETS

- ✓ Within 20 working days of FGC referral.
- ✓ Within 15 working days of SFGC referral.
- ✓ Within 25 working days of FGC referral.
- ✓ Within 16 working days of SFGC referral.

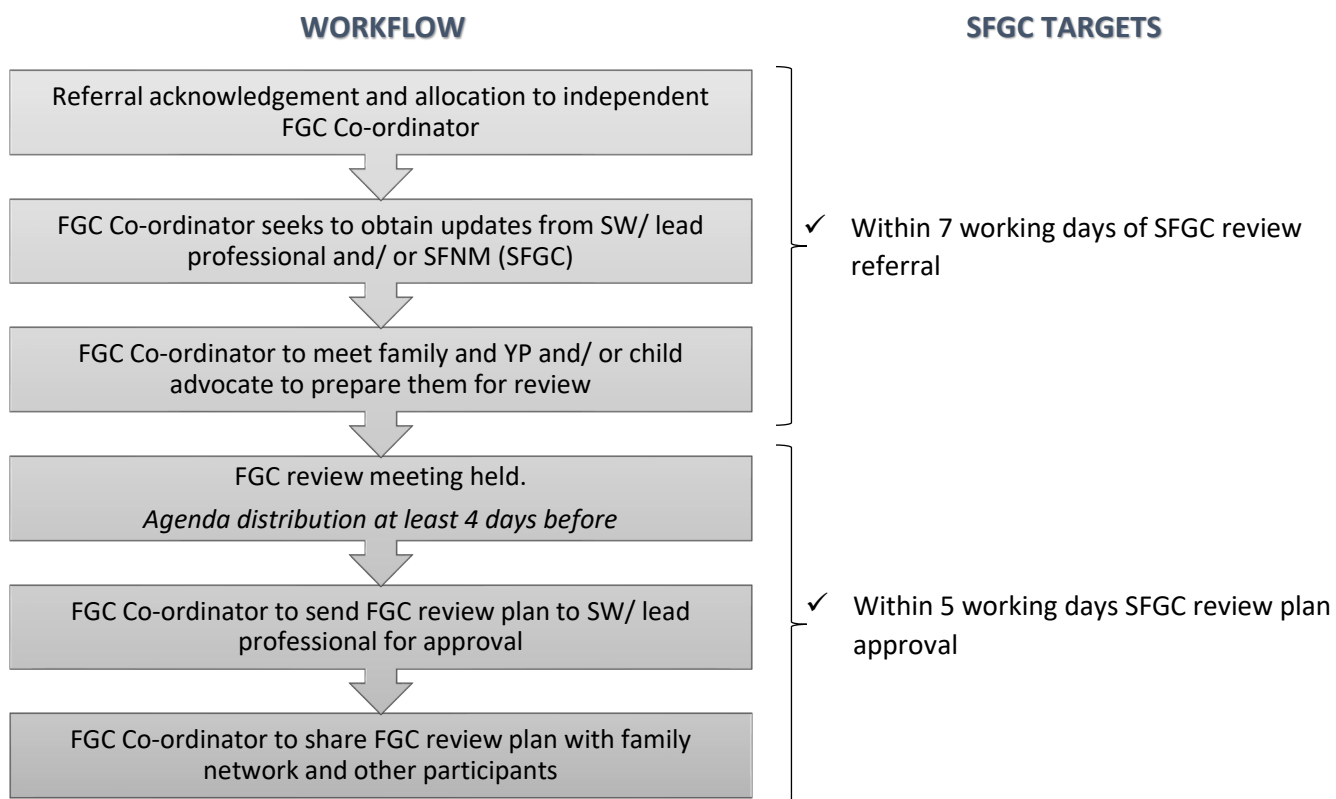
WORKFLOW



TARGETS

- ✓ Within 30 working days of FGC referral.
- ✓ Within 20 working days of SFGC referral.
- ✓ Within 2 working days of FGC meeting.
- ✓ Within 1 working days of SFGC meeting.
- ✓ Within 3 working days of FGC meeting.
- ✓ Within 2 working days of SFGC meeting.
- ✓ Within 5 working days of FGC plan approval.
- ✓ Within 1 working days of SFGC plan approval.
- ✓ Within 5 working days of sharing FGC plan.
- ✓ Within 5 working days of sharing FGC plan.

FGC/ SFGC REVIEWS



Appendix 2: SFGC process and considerations for practitioners

Before SFGC

A decision is made that case meets criteria for offer of SFGC (at strategy meeting or CPA consultation including input from FGC lead). Safety plan is agreed, decision and plan are noted on record. CPA/FSCPA and CP business officer allocated to oversee the case

Once a referral has been made by the S/W, an Independent FGC Coordinator will meet with the parent/main carer and their network to explain the purpose and process. They will provide weekly updates and flag any disengagement to SW & FGC Lead.

SW visits parent to explain CP threshold met but alternative pathway being offered. If the parent consents, FGC coordinator explains the SFGC process and starts preparation

SW meets with FGC lead, to draft SFGC agenda questions to address with the family network. This is then Shared with allocated CPA/FSCPA. Timescale for SFGC agreed (max 20 weekdays from offer to family) and date of Family Safeguarding Network Meeting identified (5-10wdays after SFGC)

CP business co-ordinator ensures professional network informed of escalation to CP via SFGC pathway, sets date & send invites for family safeguarding network mtg. Partner agencies send written confirmation of concerns discussed on a brief Signs Of Safety form to SW and ensure they are shared with family and before Safeguarding Family Meeting and these concerns are captured in questions to be considered in SFGC.

During SFGC

FGC independent coordinator:

- Ensure everyone understands the concerns and what they are being asked to do;
- Invite the family to address the questions and create a plan.
- Support the child to participate directly or via an advocate, including their input into safeguarding family meeting;
- Encourage family to present their plan with confidence at the Safeguarding Family Network Meeting (SFNM).

Social Worker:

- Continue working on CP assessment/intervention;
- Attend SFGC to ensure clarity of concerns and agree family plan;
- Remind family of aims of safeguarding family meeting and who will be there;
- Keep CPA informed of progress and record date of SFGC.

CPA/ FSCPA:

- Maintain oversight of process;
- Provides advice and consultation as required

After SFGC

FGC independent coordinator sends family plan to SW and FGC Lead within 2 w/days of SFGC and circulates to family members within 5 w/days.

SW, family and network of partner professionals attend family safeguarding network meeting within 5-10 working days of SFGC. Chaired by CPA/FSPA and serviced by CP business officer.

Family present their plan and professionals input how they will support and monitor to co-create the final Multi-agency Safeguarding Plan.

CP Business officer records and distributes agreed Multi-Agency Safeguarding Plan.

Dates for 6 week review and future meetings to review progress of the plan are agreed.

CPA/ FSCPA

Provides oversight and is available for consultation. Chairs SFGC Network meeting within 10 working days of SFGC.

Reviews progress at 6 weeks and 3 months with SW and team manager and approves decision to step down if risk is sufficiently reduced or steps up, if required.

Appendix 3: Service standards

1	The FGC service referral forms, agenda format and FGC plan formats will be used with the appropriate Authority's logo with recognition of FGC Provider's logo as well, clearly distinguishing between regular FGC work, SFGCs and other models.
2	The FGC service will work with cases at all levels of intervention, including EH, CIN, CP, LAC, PLO, in proceedings, reunification home, SGO support, pre and post-adoption work and other work as instructed. The FGC Provider is expected to have FGC Co-ordinators accredited and experienced to work at all these levels.
3	Wherever possible, appropriate, and in accordance with service users' preferences, every effort will be made to match FGC Co-ordinators with the family's ethnicity, culture, religion, first language or on the basis of relevant experience i.e. experience of facilitating FGCs with domestic violence/gang violence as a past or present issue.
4	The FGC Provider will support FGC Co-ordinators in offering FGCs in a variety of ways, including in person, virtual and hybrid models, in accordance with service users' preferences and in line with government guidelines on Public Health where necessary.
5	Whilst the young person and members of the family and friends' network are being prepared for the FGC, it is expected they will all be contacted and visited by the FGC Co-ordinator with the aim of exploring in detail their family and friends' network and maximising attendance at the actual FGC meeting. Six home visits would be a minimum for the preparation of a FGC; the same level of preparation is expected of virtual and hybrid meetings. Three family members attending an FGC is the minimum number to constitute a FGC. Every effort and practical support will be provided to ensure as many family and friends members attend the FGC.
6	The young person remains at the centre of the FGC process and their knowledge of their family / friends' network will be respected. The young person's wishes and feelings will play a central contribution to the FGC via the Co-ordinator or with the use of an Advocate when deemed more appropriate and subject to available resources. The same is expected when working with Vulnerable Adults. The FGC Co-ordinator will work closely with Advocates (Young Person, Vulnerable Adult) to explain the model, prepare them for the meeting and clarify professionals' expectations. The FGC Co-ordinator will ensure that all attempts are made to debrief young people on the outcomes of FGCs.
7	The FGC Provider will organise additional resources (e.g. crèche, Advocates, transport, interpreters, phone links, video calls and venue) and check expenses with the FGC Lead prior to FGCs to ensure every FGC is as inclusive and as organised as possible.
8	After each FGC, the FGC Co-ordinator will check with the FGC Lead if a Review will be required or make arrangements to check if a Review will be required at a later stage.
9	The FGC Provider/ FGC Co-ordinator will communicate with the FGC Lead/ SW regularly to ensure they are kept in the loop of developments, particularly where there needs to be an escalation due to lack of engagement, possible delays, and late cancellations (within 24hrs – see cancellations in section 6.16.).
10	The FGC Provider will take all necessary steps to resolve any disputes, deal with complaints from service users or any issues relating to the FGC Co-ordinator's practice and will directly communicate them to Lead at the earliest opportunity.

Appendix 4: Monitoring and reporting requirements⁴

Monitoring Area	Evidence	Frequency
Referrals (Part A and reviews)	Number of FGC referrals/ reasons Number of SFGC referrals/ reasons Number of FGC reviews referrals Number of SFGC reviews referrals Number of AAR SFGC referrals	Quarterly
FGC/ SFGC meetings (Part B, Part C)	Number of part B work Number of part C work Number of part B late cancellations/ reasons Number of part C late cancellations/ reasons	Quarterly
Full FGC/ SFGC meetings (Parts A+B+C)	Total number of full FGC in person, virtual and/or hybrid Total number of full SFGC in person, virtual and/or hybrid Total number of full AAR SFGC in person, virtual and/or hybrid Total number of participants for each of the above Total number of home visits ⁵ for each of the above	Quarterly
Conversion rate	For FGCs (FGCs/ number of referrals) x100 For SFGCs (SFGCs/ number of referrals) x100 For AAR SFGCs (AAR SFGCs/ number of referrals) x100	Quarterly
User Satisfaction	Feedback from young people Feedback from parents Feedback from family network Feedback from participants/ other professionals	After end of each FGC/ SFGC and review process

⁴ The Councils will provide an Excel workbook to capture the relevant data as part of the agreement.

⁵ Home visits may not all be in person but also virtual and hybrid.

KPIs	Description	Targets
PART A		
A.1	Referral acknowledgement and allocation to independent FGC Co-ordinator.	Within 1 working day of FGC and/or SFGC referral.
A.2	FGC Co-ordinator seeks consent and agrees agenda with SW/ lead professional and/ or carries out a joint visit (SFGC).	Within 7 working days of FGC referral. Within 5 working days of SFGC referral.
A.3	FGC Coordinator meets YP and parents to explain FGC and to explore YP's participation.	Within 10 working days of FGC referral. Within 7 working days of SFGC referral.
PART B		
B.1	FGC Co-ordinator meets family network and participants/ child advocate to prepare for FGC.	Within 20 working days of FGC referral. Within 15 working days of SFGC referral.
B.2	FGC Co-ordinator agrees FGC meeting date and sends invite and agenda to family network, professionals, and any other participant.	Within 25 working days of FGC referral. Within 16 working days of SFGC referral.
PART C		
C.1.	FGC meeting takes place.	Within 30 working days of FGC referral. Within 20 working days of SFGC referral.
C.2.	FGC Co-ordinator to debrief YP on outcomes of FGC or arrange a child advocate to do so, where needed.	Within 2 working days of FGC meeting. Within 1 working days of SFGC meeting.
C.3.	FGC Co-ordinator to send FGC plan to SW/ lead professional for approval.	Within 3 working days of FGC meeting. Within 2 working days of SFGC meeting.
C.4.	FGC Co-ordinator to share plan with family network and other participants.	Within 5 working days of FGC plan approval. Within 1 working days of SFGC plan approval.
C.5.	FGC Co-ordinator to submit feedback from participants to SW/ professional lead.	Within 5 working days of sharing FGC plan. Within 5 working days of sharing FGC plan.

KPIs	Description	Targets
	FGC/ SFGC REVIEWS	
R.1.	Referral acknowledgement and allocation to independent FGC Co-ordinator.	Within 7 working days of SFGC review referral.
R.2.	FGC Co-ordinator seeks to obtain updates from SW/ lead professional and/ or SFNM (SFGC).	
R.3.	FGC Co-ordinator to meet family and YP and/ or child advocate to prepare them for review.	
R.4.	FGC review meeting held.	Within 5 working days of SFGC review plan approval.
R.5.	FGC Co-ordinator to send FGC review plan to SW/ lead professional for approval.	
R.6.	FGC Co-ordinator to share FGC review plan with family network and other participants.	

KPIs	Targets
YP participation (in person/ advocate/ other professional)	100%
Fathers' participation (where individual's details have been identified)	95%
User satisfaction with service	Over 90%

Outcomes ⁶	Evidence	Frequency
Reduction in FCS involvement	Cases closed by FCS Stepped down i.e. from CIN, EH, PLO to CP Permanency secured with either parent or family member – SGOs to family members Young person(s) returned home from care/ reunited with parent(s)	Six monthly
No change in FCS involvement	Remained in the same category of involvement	Six monthly
Increase in FCS involvement	Case stepped up	Six monthly

⁶ The FGC Lead will follow up on outcomes to ascertain the impact of the FGC service.



City of Westminster

FORM OF TENDER

Family Group Conferencing

FORM OF TENDER
UNCONDITIONAL AND IRREVOCABLE OFFER

TO: Westminster City Council ("the Authority")

WE: _____

OF: _____

1. Having examined carefully and understood:

- the Instructions to Tenderers;
- response documents including this Form of Tender;
- the Conditions of Contract;
- the Specification;
- the Guidance contained in the Qualification Envelope, Technical Envelope and Commercial Envelope on the capitalEsourcing Portal; and
- all other documents relevant to this Contract (the "Tender Documents")

issued by the Authority in connection with this Contract for a Sexual Health Promotion, Prevention and Support Service ("the Services") and in consideration of your considering this Tender hereby offer and undertake to:

- 1.1. provide the Services for the Authority for the prices inserted by us in the Commercial Envelope; and
- 1.2. provide the Services upon and subject to the Conditions set out in the Tender Documents.

2. In further consideration of your considering this Tender we agree that this offer shall remain open for acceptance and shall not be withdrawn for 6 (six) months from the date fixed for the return of tenders.
3. We agree that unless and until a formal contract is prepared and executed the offer set out in this Tender constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by you whereupon there shall be constituted between us a binding contract.
4. We agree, if required, to enter into a contract to be signed under hand/ executed as a deed in the form accompanying the Instructions to Tenderers to be prepared at your expense embodying the terms of this Tender and the documentation listed above which are for all purposes to be deemed to form part of this Tender.

Dated this day of 2021

LIMITED COMPANY



Signature

Printed Name

RICHARD DESJARDINS

Title of Signatory

DIRECTOR

[Witness]

Name of Company

FAMILYPLANS

Registered office Address:

International House, 124 Cromwell Road, Kensington, London
SW7 4ET

PARTNERSHIP

Signature of Partners in firm:

Printed Name

Name of Firm

Address:

INDIVIDUAL

Signature

Printed Name

Address:

TRUST/REGISTERED SOCIETY/OTHER

Signature of two authorised persons

Printed Names

Name of Organisation

Address:



City of Westminster

ANTI-COLLUSION CERTIFICATE

Family Group Conferencing

Bona Fide Tendering and Anti-Collusion Certificate

Anti-Collusion Certificate

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Tenderer. We have not:

1. Entered into any agreement with any other person with the aim of preventing Tenders being made or as to the fixing or adjusting of the amount of any Tenders or the conditions on which any Tenders are made; or
2. Informed any other person, other than the person calling for these Tenders, of the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the Tender was necessary to obtain quotations necessary for the preparation of the Tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the Tender; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tenders for the Contract; or
4. Committed any offence under the Bribery Act 2010 or given or offered any gift or inducement the receipt of which is an offence under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenders or proposed Tenders for the Contract any act or omission; or
6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or
7. Contacted any officer, member, consultant or adviser of the Authority about any aspect of the Contract including (but without limitation) for the purposes of soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the Tenders nor (in the event of our Tender being accepted) shall we do so while any resulting Contract continues in force between us (or our successors in title) and the Authority.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Dated this 18th day of September 2022

LIMITED COMPANY

Signature



Printed Name

RICHARD DESJARDINS

Title of Signatory

Director

[Witness]

Name of Company

Familyplans Ltd

Registered office Address:

International House, 124 Cromwell Road, Kensington, London
SW7 4ET

PARTNERSHIP

Signature of Partners in firm:

Printed Name

Name of Firm

Address:

INDIVIDUAL

Signature

Printed Name

Address:

TRUST

Signature of two authorised
persons

Printed Name

Name of Trust

Address:

Question Title	Question	Comment
Understanding of the services required	<p>Please outline your understanding of the service delivery model and how you will deliver the Councils' service requirements as described in the service specification.</p> <p>Your response should include, but not be limited to:</p> <p><input checked="" type="checkbox"/> How you will ensure all the FGC work is child focused.</p> <p><input checked="" type="checkbox"/> How you will encourage and maximise engagement from children/ young people (including AAR), fathers/ paternal family, and family network in the FGC process.</p> <p><input checked="" type="checkbox"/> How you will engage staff in developing skills and knowledge to deliver new and proposed working models around SFGC and AAR.</p>	
Score		
Experience of delivering the service required and proposed service delivery model	<p>Please provide details of your organisation's strategic approach to leading, managing, and delivering the FGC service within the requirements and target timescales of the service specification. What added value do you think your organisation can bring? Please refer to Section 9 of the service specification.</p> <p>Please include an indicative mobilisation / implementation plan (this won't contribute to the page count).</p> <p>Please submit your proposed staffing structure and mandatory staff training for the delivery of these services (these won't contribute to the page count).</p>	
Score		
Satisfactory Safeguarding Procedures	<p>Please explain how your organisation implements safeguarding policies and procedures in relation to the work you will be undertaking within this contract. Using an example from your past experience, please describe the safeguarding procedure you follow in the event of a safeguarding concern or breach.</p>	
Score		
Reporting and monitoring of KPI's	<p>Please detail the systems and processes that your organisation will use to manage the quality and performance of the service delivery to meet the performance requirements (refer to Appendices 3 and 4 in the specification). How will you continuously monitor, and quality assure your staff's performance to ensure compliance with these? How will you address any issues of poor performance?</p>	
Score		
Health and safety / Risk management	<p>Please explain how your organisation implements health and safety and risk management policies and procedures in relation to the work you will be undertaking within this contract. Using an example of your past experience, please describe:</p> <p><input checked="" type="checkbox"/> How did you ensure compliance with GDPR regulations when processing data between your coordinators and any other parties involved in FGC?</p> <p><input checked="" type="checkbox"/> How did you manage any data protection issues relating to confidentiality and access to information?</p> <p><input checked="" type="checkbox"/> How did you ensure the health and safety of staff's lone working?</p>	
Score		
Responsible Procurement	<p>Responsible procurement will be included as part of the technical evaluation criteria with a weighting of 20% applied. The service specification will outline the obligations of Public Sector organisations under the Public Services (Social Value) Act 2012 (SVA) when considering how the proposed procurement might improve the economic, social and environmental well-being of the relevant areas across both boroughs.</p> <p>Please describe your approach to delivering responsible procurement, related to aspects deemed most relevant to the contract throughout its lifetime, as set out in the Service Specification?</p> <p><input checked="" type="checkbox"/> Recruitment and retention: professional development, training and wellbeing of existing staff and mechanisms to attract new, local talent where necessary.</p> <p><input checked="" type="checkbox"/> Diversity Inclusion and representation: steps planned to ensure that the frontline workforce is representative of and understands our WCC & RBKC communities, and steps taken and planned to address any existing pay gaps (race, gender and if possible, disability pay gaps) within the arm of the organisation delivering this contract.</p> <p><input checked="" type="checkbox"/> Added social value: offering wider community benefits by amplifying the service offer e.g. signposting/ communication that can help create joined up services for service users, creative ideas on skilled volunteering by staff of any tier, regular innovative ideas on how the service can be improved, support for WCC and RBKC community initiatives etc.</p>	
Score		

Scoring Matrix

Table 1: Scoring Matrix

Score	Rating	Criteria for Awarding Score
0	Unacceptable	The information is omitted/no details provided, or irrelevant answer provided
1	Poor	The Authority has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response.
2	Fair	The submission is superficial and generic in its scope. The Authority has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
3	Satisfactory	The Authority is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard.
4	Good	The submission is robust and well documented. The Authority is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard.
5	Excellent	The proposal is innovative and adds value. The Authority is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard.

Familyplans Question 1

Familyplans is an established, accredited family group conference (FGC) service. As such we have demonstrated high standards of performance and adherence to the values of FGCs to the Family Rights Group, which runs the nationally recognised accreditation of FGC services. We provided detailed evidence for how we meet accreditation standards. We are excited at the prospect of working with the Bi-Borough to deliver this valuable service.

Familyplans is a founding member of London Consortium Accreditation Programme (LCAP), a consortium of Local Authority and private FGC services who have developed and delivered accredited FGC training since 2007. Our accreditation programmes contribute to the promotion and development of family group conferencing in London and further afield.

Understanding of the service delivery model: We understand the service delivery model well. Familyplans has delivered FGC services to local Authorities since 2004. Our partners have included Hertfordshire, Derby City, LB Brent, Croydon, LB Hammersmith and Fulham, the Bi-Borough, and others. We understand that referrals will be made by the Bi-Borough's Lead Officer for FGC, and that we will then provide the whole service from referral to the hosting of the FGC, distribution of the family's plan and any Review FGC. We have provided this service in the Bi-Borough since 2015 and in the Royal Borough of Kensington for some years previously. We are ready and able to continue delivery from day 1 of the contract, and to help develop new and exciting FGC pathways. We are experienced in managing the process and in developing and maintaining an excellent working relationship with the Local Authority. We will ensure that the service requirements are delivered through the following

Adherence to the values, beliefs and required behaviours of family group conferencing: We believe in offering families the means to harness their strengths, develop their own solutions and increase resilience in the face of future challenges. The FGC process does this. We have a pool of skilled independent FGC coordinators with a range of languages and ethnicities. They are all accredited FGC coordinators, committed to empowering families and engaging children and young people. A number are Mental Health First Aid trained. Like us, they understand the power of the FGC process and share our passion for empowering families.

Excellent recruitment and support for FGC coordinators: We believe we have one of the best pools of independent FGC coordinators in London. They are highly skilled and motivated and have substantial experience of delivering FGCs for Familyplans, and from working across London FGC services. They are from diverse ethnic backgrounds and have a range of languages. This allows the vast majority of families to participate in the FGC process in their first language. We provide clear guidance and support. We speak regularly with them and expect to be kept updated as to progress or otherwise with referrals.

We hold Group Professional Development sessions with the FGC coordinators, for which their time is paid. As the FGC coordinators are independent practitioners, there is no obligation on them to accept work, nor on us to offer work. The relationship is therefore based on mutual respect and trust. We address any performance issues promptly. We do not continue to offer referrals in the longer term to FGC coordinators whose work does not meet our high standards.

We keep our pool under constant review and recruit to meet the needs of local authorities.

Familyplans is well known in the FGC field in London, and we are often approached by FGC coordinators. As part of the LCAP we are in a position to meet and recruit the very best coordinators from the outset into our pool. We are currently supporting an Arabic speaking individual we met as a family member to become an accredited FGC coordinator. This will help us ensure we continue to meet the needs of local Arabic-speaking communities in the Bi-Borough. We are supporting another Arabic speaker onto the 2022-23 accreditation course.

Monitoring progress and child focus: We monitor progress on referrals closely. Our FGC coordinators understand the KPIs we work to and provide regular updates to us on progress or on any blockages. At referral they are provided with a document detailing the timeline of the KPIs for that referral - they are familiar with working within the current Bi-borough framework and will be helped and supported to meet the revised KPIs. We work with the FGC Lead Officer to seek support where there are

Familyplans Question 1

blockages at the Local Authority 'end'. Progress is tracked on a spreadsheet maintained by the manager and Business Support officer. At the point of referral and at all stages in the process we talk with the FGC coordinator about how they will engage with the child. The FGC coordinator will always discuss this with the social worker in the referral meeting. FGC coordinators must tell us how the child is being involved prior to the FGC being held and evidence that their views are considered in the making of the FGC plan. Where an advocate is required we will explore who might be the best person to fulfil this role in the child's existing family or professional network. Several of our FGC coordinators are also accredited as FGC advocates and can step in to assist where this is needed. We are also proposing new advocacy opportunities for the Bi-borough through our involvement with LCAP. We monitor and report on how we have involved children in the FGC process.

Engagement of child / young person: Our FGC coordinators and advocates are all skilled in talking with children and young people. They always meet with the child to help identify who is in their network, who they would want to take part in the FGC, and how they want to be involved. We make good use of the wide range of skill sets of our FGC coordinators – some are especially good in situations with young mothers, or where there has been domestic violence and abuse, for example. We have individuals who are skilled with teenagers, with younger children and those with additional needs. These FGC coordinators can often engage children and young people where others have been unable to.

Fathers / paternal family members: We understand the importance of fathers and paternal family members for children and for families. We value both parts of the family equally in developing a family plan. We approach the work by expecting them to be involved and providing every opportunity for them to do so – visiting outside of normal work hours or at weekends, being flexible in our approaches, and being patient but persistent. We have an excellent record of involving fathers and paternal family networks. In our experience fathers and paternal family members are very happy to be invited to be involved and appreciate the efforts made to include them. We track and report on this.

Family network: Our FGC coordinators engage all the family, friends and wider network that could be part of the support plan for the child. The wide range of languages and ethnicities of our FGC coordinators means they can work with families in their first language. This inclusive and culturally sensitive approach engages families well. During the pandemic we became skilled at engaging people routinely world-wide. It has become part of our accepted practice to include and involve family members outside of the UK in hybrid or online meetings, increasing the child's access to their global family networks. We risk assess and make suitable arrangements to include those family members in the process in the most sensible and safe way possible.

How we will engage staff in developing skills and knowledge to deliver new approaches: Our FGC coordinators have been part of the development of SFGCs in the Bi-Borough. We shared with them the early thinking and guidance documents in Group Professional Development sessions. With the input of the FGC coordinators and the LAs, we drafted guidance for FGC coordinators outlining the differences in approach needed to produce a Safeguarding FGC. We will hold a full day of face-to-face training and discussion to consider SFGC. Our Senior FGC coordinator (allocations and casework), who is also an experienced social worker, will take a lead role in further developing practice in this area.

For adolescents at risk, the development of an approach specific to harm outside the home is an exciting and much-needed prospect. One of our Senior FGC coordinators is extremely skilled in this area and has agreed to take on the role of helping develop this work with the LAs. We believe it will be important to have a young-person-led approach, involving the young people from the beginning so that they have an input into the agenda rather than an agenda being given to them. We will include those directly with the young person and explore the trusted relationships that young people have. We will be mindful of the location of the FGC and explore safe meeting points with the young person. We will hold regular update and training sessions with the FGC coordinators as this work progresses, develop guidance for the work, and bring the FGC coordinators together with relevant practitioners in the Bi-Borough for shared learning events.

Familyplans Question 2

Our strategic approach to delivering a quality family group conference service has developed over time and can be summarised thus:

Beliefs: we believe in families and the power of family group conferences
Behaviours: we behave in respectful and inclusive ways
Expertise: we know the process needs skilled practitioners who are kind and respectful
Leadership: we provide the knowledgeable leadership and support our practitioners need
Agility: our business model is ideal for delivering effective family group conferences for families and for local authorities. We review this regularly.

Our clear direction and belief system, and easily stated aims, are understood and acted upon by our people. We have strong communication practices based on empathy and clarity of role. We know the area of work extremely well and provide the leadership that is needed, and we have the organisational fitness, based on experience and knowledge and adaptability, to respond to new situations with confidence and composure.

Our belief in the process and underlying philosophy of family group conferencing is set out on the home page of our website (www.family-plans.com)

“We are passionate about Family Group Conferences

Family Group Conferences provide families with the opportunity to harness and use their own strengths to make successful plans for their children, plans that the family sign up to and which place the children at the centre of the decision-making.

We work alongside Local Authority partners to provide a quality FGC service that meets locally agreed outcomes and the needs of families and children. We understand the requirements of both Local Authorities and the Children and Families they serve.”

Outside of the delivery of services, we put our beliefs into action through our contributions to the training and education of FGC coordinators and advocates, Child protection advocates, and Parent Peer supporters. We do this through our involvement in the London Consortium for Accredited Practice (LCAP). We were founder members of this group and helped develop the Open College Network FGC accreditation programme and other accredited courses. We help deliver these and our director is Curriculum Lead for LCAP. We do this because we believe in developing and promoting family group conferencing and work with families. We know how important it is to develop and maintain a supply of skilled individuals to offer these services to families.

As an organisation, we believe wholeheartedly in the family group conference approach. We have no doubt that families can provide the best solutions for their families, in partnership with supportive agencies and that the family group conference process can allow them to do this.

Our Service Delivery Model is simple and straightforward. The referral is considered by the Manager or the Senior FGC Coordinator (Allocations and Casework) and is allocated to an independent FGC coordinator. We have a pool of accredited FGC coordinators who work for Familyplans on an as-and-when basis. We work hard to maintain an excellent pool with a range of diverse languages and backgrounds.

The FGC coordinator completes each of the steps in the FGC process and is supported and supervised throughout by the Manager or Senior FGC Coordinator. The Business Support Officer can help with practicalities, for example, finding and booking venues or crèche workers. Quality is assured by the Manager / Senior FGC Coordinator. On completion of the work the FGC Coordinator invoices for their time and holds a post-FGC briefing with the Manager/Senior FGC Coordinator. All family FGC plans are quality assured before distribution.

Familyplans Question 2

All the independent FGC coordinators we engage must share our beliefs about families and family group conferencing and demonstrate them in their behaviours towards families, referrers, and anyone else whilst engaged on Familyplans business. Through our conversations with FGC coordinators during recruitment, induction, professional development sessions and one-to-one conversations, we continually stress the importance of our beliefs in the process and our required behaviours.

Whilst family group conferencing is a simple idea, it requires skilled practitioners to deliver the model, and leaders and managers who are aware of the potential pitfalls between referral and a completed family plan. We ensure our practitioners are appropriately skilled to do this and we make sure, through regular conversations and updates, that we steer them in the right direction. For example, the practice of family group conferencing can raise issues and difficulties for some professionals who have been trained to 'solve problems' for families, or who have little confidence in a particular family. Or some family members can be extremely difficult to engage or may change what they say from one day to the next. The FGC coordinator must use their communication skills and work with respect and kindness to bring the process to the FGC meeting and ensure families can make a protective FGC plan for children. We remind our FGC coordinators that it would be easy to have disagreements every day in FGC work, but that we are there to create positive partnerships with all involved.

We monitor progress and ensure the work is on track. Where there are delays or difficulties, we ensure the social worker has been kept informed by the FGC coordinator, and we make sure the FGC Lead Officer is aware. We understand that much of the preparation work takes place outside of office hours. Our FGC management team are available to talk to FGC coordinators at any time of the day or evening, including weekends.

Through our knowledge of the FGC approach, and our involvement in FGC regional and national networks, and LCAP, Familyplans is at the centre of the development of thinking and best practice in family group conferencing. This enables us to provide the leadership needed for particular cases, and to look forward in developing different approaches.

We review our business model regularly. We are confident that the way we are set up is the ideal fit for delivering family group conference services for Local Authorities. Our pool of independent FGC coordinators are self-employed, and receive payment for the hours they work, plus Professional Development, training and other meetings on behalf of Familyplans. We have recently added two further Senior FGC coordinators to our structure, in preparation for successful completion of this tender. Their roles are (1) to recruit local people as FGC coordinators / induct and support new members of our FGC pool, (2) to support FGC coordinators with referrals, and (3) to assist with the development of the AAR FGC approach.

We believe our business model offers added value to the Bi-borough. Our FGC coordinators are, we believe, amongst the best in London. We are well placed in the FGC field, through our relationships with other FGC services and in the training of FGC coordinators, to identify excellent FGC coordinators and to recruit these to our pool. This allows us to approach FGC coordinators whose skills we are confident of, and to meet any particular language or cultural needs that arise. Our lack of bureaucratic procedures enables us to pay the FGC coordinators quickly – this is very much appreciated and helps us retain these highly skilled workers.

The FGC Manager, one of the Senior FGC Coordinators and one FGC coordinator have all been involved in running a FGC service on the Local Authority side. This experience has given us excellent insights into the pressures and issues around promoting and embedding the FGC approach in local authorities. Everyone at Familyplans understands that each interaction with a social worker, manager or family member could be crucial to the long-term reputation and success of the Family Group Conference service. We therefore always behave with respect and due care to actively promote the FGC service across the Bi-borough.

Familyplans Question 2

Local venues

We look forward to working with local community providers and businesses to compile comprehensive list of venues for FGC. We already have good working relationships with a number of local organisations and will be able to build on this. We will complete this work at no additional cost. We will build this into our implementation plan for the new contract. Our Business Support Officer will work with relevant people in each local authority to compile a database of potential venues, and we will ask FGC coordinators to visit and hold conversations with potential venues. We will negotiate costs and seek savings for volume.

In terms of requirements, children often attend FGCs, so we are looking for venues that are child-friendly. Our experience post-covid is that many families appreciate venues that are well ventilated. Since the start of the pandemic, we have routinely involved family members who are not in the room, many of whom are participating from other countries. Good WIFI is therefore useful. By explaining our needs, we would hope to encourage community venues to improve what they provide for local people. We would be able to maintain a detailed database of what is actually available at all venues.

For Adolescents at Risk FGCs, we are mindful of the need to have local venues in areas and postcodes where young people feel safe. The Senior FGC Coordinator AAR, will be involved in meeting with these venues.

Recruitment and training of FGC advocates

We will be keen to recruit local people and those involved in Youth Services as FGC advocates to help young people and children to participate. The accredited FGC Advocates course is shorter than the one-year Coordinator course. It will be especially important in the Adolescents at Risk work to have advocates for the young people involved. Our involvement in LCAP will enable us to provide such training and provide the Local Authorities with trained individuals to assist in other areas of work with young people.

FGC advocates on learning placements with Bi-Borough young people

Our involvement in the LCAP training of other FGC advocates (who may be from outside of the Bi-Borough), also provides the possibility of those learners supporting Bi-Borough children and young people as part of their training requirements, at no cost to the Bi-Borough. They will do this under the guidance of the FGC coordinator. We will absorb the extra FGC coordinator costs in supervising and supporting these individuals

Interpreter costs and quality of service

Through us matching referrals to FGC coordinators who speak their language, the local authority has the added value of families receiving a better service, and savings in interpreting costs.

Out-of-hours support

Our FGC coordinators and advocates work evenings and weekends at no extra cost and can schedule FGCs flexibly to fit with family commitments at any day/time.

The FGC Manager, Senior FGC Coordinators and Business Support Officer are available for help and advice outside of office hours.

Information and awareness-raising sessions with Children's Services and other teams

Familyplans Question 2

We will attend team meetings or provide information sessions for social work teams, Early Help, ASYEs and other agencies, at no cost to the Bi-Borough. We will work closely with the FGC Lead Officer to develop other ways of promoting the use of FGC in the Bi-borough and of embedding their use into practice.

Access to expert IT consultant

Familyplans has access to an expert IT consultant who has developed and maintained the system for recording, monitoring and reporting on work for the Bi-borough over the past number of years. This expertise and support are provided at no cost to the Bi-Borough.

Access to Consultant FGC Adviser

Familyplans has access to an expert FGC Consultant / Adviser for input and advice on new thinking and research in FGCs, developments on a national and international level, and potential improvements to practice that can be implemented to the benefit of families and local authorities. There is no cost to the Bi-Borough for this expert advice.

Operational structure 2023



- FGC Manager
- Business Support Officer
- Senior FGC Coordinator (Identifying and supporting new coordinators)
- Senior FGC Coordinator (Allocations and casework)
- Senior FGC Coordinator (Adolescents at Risk)
- Independent FGC Coordinators (see below for gender, ethnicity and languages spoken)
- FGC Consultant Adviser (advice and input on practice developments/research)

Familyplans FGC Coordinators

COORDINATOR	GENDER	ETHNICITY/ NATIONALITY	LANGUAGES (all speak English)
	F	North African Moroccan	Classical Arabic Spoken French
	M	White UK/French	French
	M	White UK/Black British	English
	F	White European Spanish	Spanish
	F	White British	Spoken French
	F	Black African (Nigerian)	Understanding of Yoruba/Igbo
	M	Bangladeshi	Bengali / Sylheti
	F	Black British / African Caribbean	Jamaican Patios and other Caribbean dialects
	M	White UK	English
	M	British / African Caribbean	English
	F	Black British	English
	F	White British	English
	F	Bangladeshi	Bengali
	F	Black British	English
	F	White European (Swiss)	English & German
	F	Black African (Somalian)	Somalian

Familyplans Question 2

	F	Bangladeshi	Bengali
	F	Moroccan	Arabic (completing 2021-22 accreditation)
	F	Bangladeshi	Bengali, Sylheti
	F	Black African	English
	M	Pakistani	Urdu
	F	British / Moroccan	Arabic (joining accreditation course 2022 – 23)

Planning

Required	Actions
Arabic speakers	2 x individuals recruited and being supported onto LCAP accreditation 2021-22 and 2022-23
BSL speaker	RD discussing training with BSL speaking colleague – she is considering
Ukrainian speaker	Discuss in London network

Familyplans Question 2

Familyplans required training for FGC Coordinators



Accreditation

All Familyplans FGC Coordinators must complete the FGC Accreditation. Our preferred accredited course is the LCAP/ Open college Network Accreditation as through our involvement in the programme, we know it pays attention to the values and personal qualities required as a FGC Coordinator.

The LCAP / Open College Network Accreditation includes the following:

Essential Skills and Values for FGC Coordinators (3 days)
Family Group Conferences – The model
Preparing for a Family Group Conference
Understanding How to Manage a Family Group Conference
Supporting Children in the Family Group Conference Process
Understanding Domestic Abuse Issues in the Context of a Family Group Conference
Understanding Child Protection Procedures and Legislation
Data Protection and Data Management requirements
Implementing Inclusivity in a Family Group Conference Context
Reflecting on Practice

Newly accredited FGC Coordinators

Newly accredited FGC coordinators, including those sponsored by Familyplans, must undertake 2 x supported shadowing of others' referrals and will be supported and accompanied for their first 2 FGC referrals.

Induction

All new Familyplans FGC coordinators must read and confirm understanding of Familyplans Policies and Procedures.

Prior to commencing work with Familyplans, FGC coordinators must meet in person with the FGC Manager or a Senior FGC Coordinator to go through the following policies, procedures and guidance:

Safeguarding and CP Policy and Procedure Familyplans
H&S Policy statement
H and S guidance to coordinators and advocates Familyplans inc. risk assessment format
Lone working guidance
GDPR and data protection policy
Privacy notice
Equality and Diversity Policy and Procedure
Guidance for Family Group Conference referrals during the Coronavirus situation
Risk Assessment document for face-to-face work post-covid
Guidance for working remotely
Environmental Policy and Procedure

All new FGC coordinators will also meet with the Business Support Officer (online) to go through the administrative and financial procedures and the KPI monitoring and return documentation.

Familyplans Question 2

Professional Development sessions

Familyplans runs regular group Professional Development sessions, both online and in person. Time is paid for attendance at these. FGC coordinators must attend at least 4 x per year in order to be able to receive referrals from Familyplans.

Safeguarding Family Group Conferences

FGC coordinators must attend the SFGC training to be able to receive SFGC referrals.

Mental Health First Aid Training

Familyplans offers FGC coordinators the opportunity to complete the MHFA training free of charge.

LCAP and Local Authority Training / opportunities to develop training skills

FGC coordinators are encouraged to attend other training courses and events. Training calendars are shared with FGC coordinators, and dates of new courses are circulated. FGC coordinators wishing to be involved in the delivery of LCAP courses can discuss possibilities with the FGC Manager

- 2023 New Contract training

Should Familyplans be successful in re-gaining the Bi-Borough FGC contract, coordinators will be invited to one of 2 whole day training events to cover the following:

- The new KPI requirements
- SFGCs and Safeguarding Network meetings
- Work with local venues
- Developing an Adolescents at Risk Offer



Mobilisation / implementation plan 2023

On award of the contract:

November / December 2022

Hold discussions with Lead Officer and Commissioners over expectations and confirm 80 referrals per year will be made.

Commence agreed work with 'Quality Compliance Systems' to achieve ISO 27001 by end December 2022

Hold 2 x Team Days with FGC coordinators – to cover and plan for

- Celebration of the new contract and thanks to our team
- The new KPI requirements
- SFGCs and Safeguarding Network meetings
- Work with local venues
- Developing an Adolescents at Risk Offer

Meet with Business Support Officer and IT adviser – review the KPIs in the new contract, make amendments to the spreadsheet that tracks and reports on the KPIs.

Develop new KPI reporting form.

Develop feedback format for social worker to complete.

Explore Adolescents at Risk FGC possibilities with colleagues in the FGC network.

FGC Manager and Business Support Officer meet with the 3 Senior FGC Coordinators to discuss and develop their roles:

- a. Senior FGC Coordinator (Identifying and supporting new coordinators)
- b. Senior FGC Coordinator (Allocations and casework)
- c. Senior FGC Coordinator (Adolescents at Risk)

Business Support Officer begins discussions with Local Authority Officers, Voluntary Sector, Churches and other religious bodies, Youth services and others – start to develop database for Local venues work.

Familyplans Question 2

January 2023

We will continue to work on the referrals that were allocated before the end of 2022

Accept referrals from January 1st 2023 under the arrangements of the new contract

January – March 2023

Local venues work- Business Support Officer and FGC coordinators to work with local organisations to develop new database of potential venues, with the correct facilities and quality of provision. Prices to be negotiated and agreed, FGC Lead to be kept informed and involved.

Local Venues work – Senior FGC Coordinator AAR to explore with Youth Service and others potential venues, and to meet with potential venue providers for AAR FGCs.

AAR work – FGC Manager, Senior FGC Coordinator AAR to work with FGC Lead and relevant services in the Local Authorities to develop this approach.
Pilot referrals accepted if needed.

End March 2023

Venue work completed, list of venues with details of facilities shared with FGC coordinators.

AAR FGCs starting to be referred and pathway developing in practice.

March 2023 – August 2023

Joint events with youth service and other colleagues on AAR FGC approach

Identify and train local people / relevant staff and volunteers as YP advocates for AAR FGC approach

Continued close work with LA Lead and colleagues on SFGC approach

Implement use of FGC advocates in training into FGC referrals

Familyplans has thorough and straightforward Safeguarding policy and procedures which underpin all of our FGC work

This is set out in the statement of intent in our safeguarding policy:

“The principles that underpin our work relating to child protection are outlined in the Statement of intent, as follows:

Statement of intent

- *Familyplans adheres to the key principle in the Children Act 1989, Section 1 (1) in all of their work, that the welfare of the child is paramount.*
- *All children have, without exception, the right to protection from abuse, regardless of gender, ethnicity, disability, sexuality or beliefs*
- *Anyone working on behalf of Familyplans has a responsibility to ensure that children are safe*
- *Children and parents are informed of the policy and procedures as appropriate*
- *All concerns, and allegations of abuse will be taken seriously and responded to appropriately*
- *This may require a referral to Children’s services and in emergencies, the Police*
- *Familyplans have a commitment to safe recruitment, selection and vetting of all workers”*

The Director has years of experience managing children’s services and was the national Safeguarding manager for the England and Wales Cricket Board for 7 years. The Director is the named Safeguarding Officer for Familyplans.

We understand the need to keep safeguarding simple.

Recruitment

We have a safer recruitment process. All roles have a role description, the requirements of which the potential new FGC coordinator or advocate must meet. We require a CV with full employment history, and we undertake interviews which include safeguarding scenario questions and questions about working with children. We take up 2 references from former or current employers. Any gaps in employment history are probed, and we must be satisfied as to the applicant’s suitability. An enhanced DBS check with Barred List check for the Child workforce is completed naming Familyplans as the employer.

We have a procedure in place to use best practice as advised by the Disclosure and Barring Service in considering any previous offences that appear on a DBS certificate. We are committed to engaging individuals with lived experience, and we understand that some individuals may have a history that is part of their motivation to do this work. We would also anticipate this occurring in the future as we recruit more FGC coordinators to work with adolescents at risk, who may have some experience of youth offending in their own pasts.

FGC coordinators receive safeguarding and child-protection training as part of their accreditation course. We only use accredited FGC coordinators. Safeguarding issues are discussed as a standing item in our Professional Development meetings.

Safeguarding and risk assessments:

As part of our work with each family, we undertake a dynamic risk assessment that considers potential risks and puts appropriate measure in place, thus ensuring everybody’s wellbeing is safeguarding in the organising and running of the FGC meeting. This includes

children AND adults, including adults where there may be domestic abuse, harassment or family conflicts. Several of our FGC coordinators are Mental Health First Aid trained and are confident in discussing sensitive matters with family members, including whether someone may be a risk to themselves. Any such information is shared appropriately.

In their initial meeting with all family members, our FGC coordinators let people know that their work will be confidential, unless they have any concerns that an individual may be at risk, in which case they will share the information. Where it will not cause further harm, our FGC coordinators are expected to let people know they are sharing concerns. This forms part of our approach to open communication e.g. "I will have to share the information you have just told me, I'm sure you understand". Where a FGC coordinator suspects sexual abuse, they are instructed not to tell the person they would be sharing their concern.

Safeguarding and child protection concerns:

FGC coordinators and advocates that join our pool receive an induction pack that includes our safeguarding and child protection policy and procedures. These are discussed during their induction meeting to ensure they are fully understood. The procedure itself is extremely straightforward – *"if you are worried about something, tell us, or the social worker, or their manager, or the duty social worker."* The child protection procedure emphasises that *"the important point is to make sure your concerns are shared with somebody without delay, so that those who have a responsibility to decide about investigating have the option to do so at the earliest possible opportunity."*

The management team are available outside of office hours and at weekends for FGC coordinators to contact, and they understand they must do so if they have safeguarding concerns.

In an emergency they must contact the police if there is risk of immediate harm.

We write down the information and share it by email and follow up within 24 hours. FGCs often take place where there are situations of high risk that are being managed or investigated. In such circumstances it is not unusual for people to share information that is concerning. The social worker may already be aware of this– however, we never assume this and always check with the social worker that they know the information that has been shared with the FGC coordinator.

An example of our use of the safeguarding procedure in the past year is a young child who told a FGC coordinator that she had been inappropriately touched by 2 members of staff at the nursery she attends. The FGC coordinator immediately told the Nursery manager, who followed correct procedure and informed the Local Authority Designated Officer. The FGC coordinator made a note of what the child had said, in her words as far as possible, and the context of the conversation. She provided this information to the nursery manager and to the social worker and the Safeguarding named person at Familyplans. We followed up with the Nursery manager to make sure the matter had been referred to the LADO, and to offer any further support if needed.

Another example concerned a family member telling a FGC coordinator that the children had returned from an overnight stay with their non-resident parent with flea bites. The family member was encouraged to share this with the social worker, and the FGC coordinator also did this and shared the detail of the conversation.

Our quality of service delivery and performance begins with the recruitment of excellent independent FGC coordinators or potential FGC coordinators and continues with our ongoing involvement in each case. Skilled practitioners in family group conferencing can help prevent problems arising, and our support can help identify potential difficulties for the FGC coordinator. Through skilled reflective discussion we can help FGC coordinators become aware of issues that had been hidden to them.

Having a pool of independent FGC coordinators with a range of languages allows families to participate in the process in their first language. For families this is very empowering and is a key part of the quality of our service delivery.

We make expectations clear from the outset around both the timescales and also the required behaviours and values. Our welcome email to new members of our pool states:

“Don’t struggle with anything on your own – keep us informed, and if you want to talk about any aspect of the FGC work, or just want a chat, give us a ring. We like to be copied into your emails, but we don’t insist on this. It does help us know how referrals are progressing, but we do not want you – as skilled professionals – to feel micro-managed by us.”

We DO need to know if there are any delays, any safety issues or, obviously any safeguarding concerns of any kind.”

We go on to set out our expectations around making progress with referrals:

“Organising the FGC - 'Key Performance Indicators' and required time targets

We are involved in Family Group Conferences because we believe in them, and we think it is one of the best ways of making decisions and plans for children. We value the skills, the uniqueness and the creativity of our FGC Coordinators. We believe in working respectfully with families and in demonstrating kindness in our dealings with people.

Our contract requires us to meet a number of timescales which are measured. These are attached as a KPI document for your current referral.

The first requirement is to arrange to meet the referring social worker for a referral meeting very quickly. We must contact the referrer within 5 days of the referral being received – our suggestion is that you do this immediately.

The KPIs for all steps in the FGC preparation and delivery process (meeting main carer and child, meeting family, setting date, sending out agenda, holding the FGC meeting) are set out in the attached doc. These are achievable in most cases, although we do know that some families are harder to engage than others. Keep us informed of any delays.”

Familyplans’ FGC coordinators have become accustomed to working to tight timescales and keeping us – and just as importantly, the social worker – informed of any delays. They understand the specific requirements around Safeguarding FGCs and the reasons for these. At the point of referral, they are provided with a specific timetable setting out the KPI requirements for that case. We track and monitor progress through regular conversations and updates. We have developed a robust spreadsheet to record this, which also feeds the quarterly reports and the monthly case updates to the Bi-Borough’s FGC Lead. It is held on a shared drive accessed by the Manager and Business Support Officer.

The quality of the work in terms of relationship-building, thoughtfulness and expertise is maintained through regular contact with FGC coordinators, providing them with the opportunity to talk through the issues the FGC coordinator is experiencing in working with the referral. This also allows discussion of child involvement, potential risks and safeguarding planning, and any other relevant issue. The process keeps the work on track and is experienced as supportive by the FGC coordinators.

Group Professional Development sessions allow the FGC coordinators to share issues, challenges and resolutions, whilst also allowing us to make clear our expectations around the quality of work that is required.

Prior to each FGC meeting, the FGC coordinator must speak with the manager to confirm arrangements, child involvement, risk planning and any potential issues that may arise. The manager is available by phone at the time of the FGC in case issues arise.

After the FGC, all family plans are quality assured by the manager before sharing with social worker and distribution to family members.

Feedback is sought from family members around their experience of the process, we report on this quarterly. The Bi-Borough FGC Lead has an open invitation to observe referral meetings, family visits and FGC meetings.

Where a FGC coordinator does not meet KPI time scales through their own actions or inactions, we hold frank conversations where we remind the FGC coordinator of our expectations around timescales, and if necessary, around how we work with family members and professionals. We make clear what is expected and ensure we keep the Lead Officer informed of any issues that have arisen. On occasion we have removed a FGC coordinator from a case if they have not made sufficient progress or if their approach has not been right for that particular family. In the longer term, our relationship with the independent FGC coordinators is such that we do not have to offer further work to any coordinator who does not meet our high expectations. (Nor do the FGC coordinators have to accept referrals from us, which we see as a positive incentive for us to perform to the highest standards.)

We also 'grow our own' FGC coordinators. This is a lengthy process as we support the individual through their one-year FGC accreditation programme (which we fund) and provide them with shadowing opportunities under the care of our Senior FGC Coordinator (new coordinators). We are currently supporting a new Arabic speaking coordinator who we met as a family member in a FGC process in 2020. She is towards the end of the accreditation year 21-22 and has shadowed real-life work with reflective discussions before and afterwards. She will be supported closely as she takes on her first FGC referrals and will be able to joint work with the Senior FGC Coordinator

We have identified another Arabic speaker to join the 2022 – 23 accreditation programme. She will begin taking referrals in Autumn 2023.

Familyplans has the following policies and procedures in place for the purpose of ensuring the health and safety of participants, and assessing and managing risk:

H&S Policy statement

H and S guidance to coordinators and advocates Familyplans inc. risk assessment format

Lone working guidance

Guidance for Family Group Conference referrals during the Coronavirus situation

Risk Assessment document for face-to-face work post-covid

Guidance for working remotely

GDPR and data protection policy

Privacy notice

Safeguarding and CP Policy and Procedure Familyplans. (Copies of all documents available)

All practitioners are provided with copies of all policies and required to confirm understanding. We discuss these at induction and regularly consider Health and Safety / Risk management issues in Professional Development sessions. As independent practitioners, the FGC coordinators are required to have the correct insurance cover in place for their work.

During the FGC process, from allocation to the sending out of family's FGC plans and the subsequent deletion of data, there are clear steps to consider health and safety and to manage risk at all stages of the work. At all stages the FGC manager communicates regularly with the FGC coordinator.

- The referrer is required to identify known potential health and safety concerns within the family/situation at the point of referral. These are considered before allocation, and allocated appropriately: for example, some FGC coordinators are very skilled with domestic abuse situations, some are skilled with young people. Several are Mental health First Aid trained and comfortable talking with people about mental health and wellbeing issues.
- Other known risks to the FGC coordinators must also be made known, such as dogs or other animals, any risks associated with the area where the family live and so on. The manager discusses these with the FGC coordinator at the point of allocation.
- The coordinator discusses any potential risks with the referrer at the referral meeting and ensures the manager is kept updated about any decisions and development during the preparation stage.
- A risk management plan is completed where potential conflict is anticipated at an FGC. This could mean that a specific venue might need to be sought to ensure security personnel is on site; or a reception area separates the meeting space from public entrance; or certain individuals cannot attend the meeting in person because of the risk they might pose or because of any bail or other legal orders in place. The coordinator will always adhere to these strictly. A separate meeting may need to be held for different parts of the family. It is accepted good practice to pre-arrange a safe space at a venue for family to go and have time out if needed.
- The coordinator may call upon the help of a colleague to ensure there is support and backup, through discussion with the FGC manager.

Attention is paid when typing the final plan to ensure the plan does not breach any individual's confidentiality or divulge addresses, phone numbers or email addresses that are not supposed to be shared. If plans are sent out via email, again attention is paid to use the BCC option, or emails are sent out individually. This is a specific aspect of the Quality Assurance process for family's FGC plans.

Familyplans has managed data compliance confidently since 2004. The implementation of GDPR built upon our accepted practice of using best data collection, processing, storage and deletion principles. We ensured all our FGC coordinators were aware of the arrival of

GDPR and the requirements they have regarding the data they collect. We provided a Data Privacy Notice and updated our website to make this available to family members and others. We ask FGC coordinators to share this (<https://www.family-plans.com/general-5>)

Coordinators are required to only gather data that will be useful for the setting up and running of a Family Group Conference, and the distribution of families FGC plans. This is basically names, telephone numbers, email addresses and actual addresses. They may also be privy to sensitive information such as health information. Once the FGC meeting has been held, FGC coordinators must delete the data they hold, from all devices, unless they need to keep contact details to arrange a review meeting. Since the introduction of GDPR we require FGC coordinators to confirm to us that they have deleted data they no longer need.

Familyplans does not need the personal data that FGC coordinators collect – we keep copies of the referral form and the family plan or closing summary, and any notes around safeguarding, health and safety or risk management planning. We have a deletion policy and minimalization procedure for these.

Familyplans uses encrypted email and password protection when sharing information with FGC coordinators.

Managing confidential information and consent issues is a feature of the work of FGC coordinators. Personal and sometimes sensitive information must be shared with the family and friends' network for them to make an informed plan. Obviously consent is required for this. We make sure the coordinator always clarifies the issue of consent with the referrer at the referral meeting/onset of FGC preparation. This not only means consent of a parent/carer to take part in the process but also for any sensitive and confidential information to be shared with the wider family and support network. We understand that for the Safeguarding FGCs, and potentially in Adolescents at Risk situations, we may be involved in the process of seeking consent from family members for a FGC, along with the referrer.

During the first conversation with parents/carers the FGC coordinator makes sure they understand that this information will be shared with all family and friends who are invited, and again checks they are comfortable with this and consent to it. Some items can be re-worded with the agreement of the social worker (whose information it is), but at the end of the day, consent must be obtained for the information to be shared for the process to go ahead.

The following is a typical example of a family deciding not to proceed with a FGC referral and to withdraw consent for information to be shared.

"... we agreed that the FGC should take place as a matter of urgency as it was likely that Z. would soon be discharged from hospital. I made several attempts to contact the parents of Z. without success. I managed to talk to Mrs XX by phone on two occasions... I followed up these conversations with texts that described the advantages of having an FGC and the fact that my role would be to support the family. I replicated these messages with emails to Mr XX. ...By December 18 I had still not managed to secure an agreement to proceed. Mrs XX then confirmed that she ...no longer wanted to involve her family members in an FGC."

We have a Lone Working policy and guidance which we expect to be followed. The guidance covers all the key factors to consider in lone working, including time of day, location, road traffic accidents and other factors. As a very sensible precaution we ask FGC coordinators to always tell somebody where exactly they are meeting somebody and what time they expect to finish, and to let them know when they have. The Manager and the Business Support Officer also offer this assistance. We have details of FGC coordinators Emergency contacts.

As a small enterprise whose raison d'être is to strengthen families and communities, Familyplans is enthusiastically committed to adding social value in its delivery of services, and to being a responsible business which makes decisions with the express intention of minimising negative impacts, and improving social, environmental, ethical and economic benefits for communities.

Above all we offer to the Local Authorities a service that enables local families to become decision-makers. The organising of family group conferences by skilled, well-supported FGC coordinators provides benefits for the children and families concerned, for the professionals who work with them, for the local authority itself, and for the wider community. Families grow in confidence as well as resilience, and are more likely to resolve problems themselves in the future.

In her work on the impact of family group conferencing on communities, "Re-imagining family group conference outcomes", Mary Mitchell (2017) found

"the FGC process contributed towards

- building service users' capacities to reflect on their own and acknowledge others' experiences and situations.*
- Feelings of increased confidence, self-respect and self-esteem, derived from the FGC process, contributed towards improved social relations and a sense of control over their own lives.*
- This increased capacity can support family members to manage future crises and conflict if they arise.*
- FGC offers professional and service users an opportunity to reframe unhelpful attitudes towards each other.*
- In the longer term this can contribute towards families reduced need for social work services and/or improved working relationships between social work and families"*

(Mitchell, 2017, Re-imagining family group conference outcomes, Edinburgh. Accessed 1/9/22 at <https://era.ed.ac.uk/handle/1842/31278>)

The social benefits of family group conferencing are phenomenal, and meet the Bi-Borough's aims to work in a relational way with families and communities. Familyplans delivers family group conferencing skilfully and successfully.

Our involvement in the London-wide training consortium LCAP has led to us being involved in the development and delivery of training for local residents in the Bi-Borough, specifically for local people to train as Parent Peer advocates, supporting other parents involved with the local authority.

We will continue to make the most of our involvement in LCAP by offering FGC advocacy training to local people. The FGC Advocacy accreditation is a shorter course than the FGC Coordinator accreditation and can lead to employment opportunities very quickly. We envisage the need to develop FGC advocates particularly for the work with young people in the Adolescents at Risk workstream. We will continue to identify potential FGC coordinators when we are working with local families, and we commit to supporting one each year to achieve the FGC accreditation with our financial and professional support.

As set out in our response to Q2, we will identify and work with suitable organisations to operate as family-friendly venues for FGC meetings. We already have very good relationships with some key local organisations in both Westminster and the Royal Borough, from Notting Hill Methodist Church to Al Hassania Moroccan centre, and from the Four Feathers Youth Club to Churchill Gardens Social Club. At the Lebanese community Centre in

Queens Park, the Centre Manager not only hosted but attended a FGC as the Centre is an important part of the family's support network. We have worked closely with organisations to develop these relationships for the benefit of children and families attending, and for the organisations themselves. We look forward to developing these relationships and supporting local organisations further.

We are very proud of our diverse and inclusive practice.

Our wholehearted belief in the strength of families to produce their own plans for their children is based on a value system of respect for and celebration of diversity. We believe families work best in their first language, where they can talk 'from the heart' not just the head.

For this reason, we work hard to recruit and retain a range of skilled FGC coordinators, who share our values, and represent the diversity of the communities we have the privilege to serve. Our FGC coordinators are from a range of different cultural backgrounds with a range of language skills including English, Arabic, Somalian, German, Sylheti / Bengali, French, Spanish and Urdu. Referrals will always be matched with the most appropriate coordinator. We pay great attention to our pool of FGC coordinators and look to recruit people who have the languages that are spoken in the communities we serve.

If a linguistic match is not possible the coordinator will always offer for an FGC to be conducted in the family's first/most comfortable language and they will be invited to write their plan in their own language. In such cases, the FGC coordinator makes it clear that the interpreter is there for themselves and the referrer rather than for the family.

Furthermore, the process itself, and the FGC meeting, respect and are led by each family's cultural, religious and social norms, and are inherently respectful and celebratory. During our accreditation process with the Family Rights Group in 2021 we were especially pleased to receive a top score of 5 for our Diversity and Inclusion practice, with the comment *"Good practice. Really excellent examples of how Family Plans works with family culture and language"*.

We will continue to support and celebrate the communities of the Bi-Borough.

We offer training and development to all of our pool of FGC coordinators and encourage their professional development. For example, we have offered training in Lone Working best practice, working online, and Mental Health First Aid.

There are no pay inequalities in our set-up, all FGC coordinators and advocates receive the same hourly rate. In 2022 we have increased the hourly rate for all.

Familyplans has had an Environmental Policy and Procedures since 2009. We are determined to reduce our carbon footprint. For example, one outcome of the pandemic was a decision to conduct all referral meetings online where possible, as this not only reduces delay, but saves on unnecessary travel.

Our policy states that "Familyplans Ltd will ensure that where possible, services are delivered in such a way as to reduce the environmental impacts of their users."

Our procedures require us to use materials economically, and to recycle what we do use. We use electronic records as much as possible. We use as little energy as little as possible. We work remotely, thus saving on the energy and other environmental damages associated with office space. For travel, we always consider the most environmentally friendly way. We promote the use of public transport and the vast majority of our journeys are made on foot, by bus, underground and train. When we run FGC meetings, we use local suppliers

who are environmentally friendly for refreshments and food. We take note of food-miles when buying produce for meetings and try to keep these as low as possible.

We do not use non-recyclable polystyrene cups.

Wherever possible we use cups, crockery and cutlery that can be washed and used again.

Familyplans wants to contribute to the well-being of the planet and to the environments of the local communities in the Bi-Borough.

We believe that more confident families in communities benefits those communities socially and financially. As families find solutions to their difficulties, they become more confident and may free up the space and time to enter employment. The financial savings alone to the Local Authority of a child remaining within the family, rather than being cared for by the local authority, are huge. The child is also likely to be happier and have better outcomes.

We are keen to work closely with local services and to make sure that local people know about these. We already signpost families to services we are aware of, including Local Authority Children's Centres and charities such as 'Little Village'. We would love to work with other small enterprises and voluntary and statutory organisations to help families navigate their way to the best services.

Our new position of Senior FGC Coordinator, Adolescents at Risk, will lead on some of this work for us with that clientele.

We believe that our business model provides great value for the commissioning authority, and allows us to work flexibly and without bureaucratic constraints as a reliable and innovative provider for the Bi-borough. We are able to do excellent work which is socially, environmentally and financially stable and which provides benefits to communities in all three of these areas.

Information that the Tenderer considers to be exempt from disclosure

The Candidate/Tenderer considers that the following type of information listed is exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and public sector transparency policies for the reasons given in the attached table.

Information considered exempt from disclosure the precise elements which are considered confidential and/or commercially sensitive	Reason for FOIA/EIR exemption why the Candidate / Tenderer considers an exemption under the FOIA or EIR would apply	Period exemption is sought the estimated length of time during which the exemption will apply
Pricing schedule (Commercial Spreadsheet)	commercially sensitive information	indefinitely
Detail of Significant Person of control - home address (1.19.20)	personal data	indefinitely
Postal address of Director (1.24.6)	personal data	indefinitely

Information that the Tenderer considers to be exempt from disclosure

The Candidate/Tenderer considers that the following type of information listed is exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and public sector transparency policies for the reasons given in the attached table.

[illegible]

Information that the Tenderer considers to be exempt from disclosure

The Candidate/Tenderer considers that the following type of information listed is exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and public sector transparency policies for the reasons given in the attached table.

Information considered exempt from disclosure the precise elements which are considered confidential and/or commercially sensitive	Reason for FOIA/EIR exemption why the Candidate / Tenderer considers an exemption under the FOIA or EIR would apply	Period exemption is sought the estimated length of time during which the exemption will apply

Schedule 2 Charges

Rate	Full Payment	Guidance on part payments/ flat rates
PART A <i>(exclude VAT from your price)</i>	Full PART A rate will be payable upon completion of KPIs A.1 to A.3	In the event that the Provider is unable to complete KPI A.3 due to circumstances outside of their control (i.e. Family refuses to engage) a flat rate (agreed at tender stage), will be payable proportionate to the work carried out.
PART B <i>(exclude VAT from your price)</i>	Full PART B rate will be payable upon completion of KPIs B.1 and B.2	In the event that the Provider is unable to complete KPI B.1 due to circumstances outside of their control (i.e. Family refuses to engage) a flat rate (agreed at tender stage), will be payable proportionate to the work carried out.
PART C <i>(exclude VAT from your price)</i>	Full PART C rate will be payable upon completion of KPIs C.1 and C.5 The Full Part C rate includes any food/ refreshments for the family at the meeting. It <u>does not include</u> the costs relating to any financial assistance that the Councils may wish to provide to assist family members to participate in the FGC process (i.e. crèche or childcare provision, out of London travel, family travel or subsistence, or the fee for an advocate). These costs will need to be agreed by all the parties at the initial meeting between the Provider and the FGC Lead.	In the event that the Provider is unable to complete KPI B.1 due to circumstances outside of their control (i.e. Family refuses to engage) a flat rate (agreed at tender stage), will be payable proportionate to the work carried out.
REVIEW <i>(exclude VAT from your price)</i>	Full Review rate will be payable upon completion of KPIs R.1 and R.6 where the review meeting has taken place and the plan has been submitted, approved and shared.	In the event that the Provider is unable to complete KPI R.3 to R.6 due to circumstances outside of their control (i.e. Family refuses to engage) a flat rate (agreed at tender stage), will be payable proportionate to the work carried out.

Pricing revisions

The prices contained in the Charges are subject to revision for the extension period of the contract. The percentage increase to be in line with the Retail Prices Index or Consumer Prices Index.

Family Group Conferencing

Instructions

Please complete all Orange cells in accordance with the guidance	Input Figures
All blue cells will auto calculate - <i>you will not need to input figures</i>	Auto Calculation
All green cells represents the weighting - <i>you will not need to input figures</i>	Weighting

The Family Group Conference is a demand lead services. The guaranteed FGC session figures has been outlined in the specification. There is no guarantee of further work beyond the guaranteed session.

The bidders are asked to submit robust, fixed prices as part of their submission that will apply under the contract which will be applicable irrespective of the demand for the service. The bidders are expected to honour the prices contained within their bid.

Bidders are requested to complete Block Purchase tab and Spot Purchase Tab.

All bidders are required to bid on the basis set out above and as described in the procurement documents.

Family Group Conferencing - Block Contract

Name of bidding supplier	Familyplans Ltd
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		Costs		
	KPI	Cost per section	Part A total	Weighting
Part A	KPI A.1: and KPI A.2: - Referral acknowledgement and allocation to independent FGC Coordinator - FGC Co-ordinator seeks consent and agrees agenda with SW/ lead professional and/or carries out a joint visit (SFGC)	£ 295.00	£ 500.00	20%
	KPI A.3: FGC Coordinator meets YP and carers to explain FGC and to explore YP's participation	£ 205.00		
Part B	KPI B.1 FGC Co-ordinator meets family network and participants/ child advocate to prepare for FGC	£ 340.00	£ 440.00	30%
	KPI B.2 FGC Co-ordinator agrees FGC meeting date and sends invite and agenda to family network, professionals and any other participants	£ 100.00		
Part C	KPI C.1 and KPI C.2 - FGC meeting takes place. - FGC Co-ordinator to debrief YP on outcomes of FGC or arrange a child advocate to do so, where needed.	£ 310.00	£ 455.00	30%
	KPI C.3 and KPI C.4 - FGC Co-ordinator to send FGC plan to SW/ lead professional for approval. - FGC Co-ordinator to share plan with family network and other participants.	£ 85.00		
	KPI C.5 - FGC Co-ordinator to submit feedback from participants to SW/ professional lead.	£ 60.00		
Review	Review KPIs R.1 and R.2 - Referral acknowledgement and allocation to independent FGC Co-ordinator - FGC Co-ordinator seeks to obtain updates from SW/ lead professional and/ or SFNM (SFGC)	£ 180.00	£ 675.00	20%
	Review KPI R.3 - FGC Co-ordinator to meet family and YP and/ or child advocate to prepare them for review	£ 225.00		
	Review KPI R.4 - FGC review meeting held. Agenda distribution at least 4 days before	£ 160.00		
	Review KPI R.5 and R.6 - FGC Co-ordinator to send FGC review plan to SW/ lead professional for approval. - FGC Co-ordinator to share FGC review plan with family network and other participants	£ 110.00		

Schedule 3 Referral Form

REFERRAL FORM



Part%20A%20referral
%20



Part%20B%20referral
%20

RBKC and WCC Family Group Conference Service

PART A- The FGC Referral Form					
Has the Carer/ person with Parental Responsibility (PR) and the child/ren consented to this FGC referral? If NO, then this referral cannot be accepted. If YES please be aware that once completed Part B of this Referral form will be shared with family members during the preparation of the FGC.					
Time scales (Core group/ Court dates etc) for the FGC to work towards:			Standard timescales apply		
Referrer's name			Job Title:		
Contact Telephone Numbers, Address and Email:			Date:		
Address (inc. Team and Borough):			Supervisor and contact details:		
Provider Agency: recorded by FGC Lead					
How best can the children be supported to contribute to the FGC ?	<i>Consider if an advocate is already involved, use of independent advocate, FGC coordinator etc</i>				
Name/s, age and address of child(ren):			Ethnicity	Status of children: CIN/ CP/ CP& Pre- Proc /LAC/ LAC& Proc/ Proceedings/ Legal Order	
Family's first language:		Interpreter needed?	Family Cultural/ religious practices?		
Has family expressed preference for FGC Coordinator- gender/ ethnicity/ languages spoken?					
Presenting Issues; please tick the dominant issue/s of concern listed below					
Domestic violence Mental health Substance misuse Parenting capacity Pre-Birth Contact Post order support Additional physical needs Edge of Care					

Name & contact details of parents/ main carer(s) and relationship to child(ren) & who has Parental Responsibility:	
Name/ relationship to child(ren) & Addresses and telephone numbers of friends and family if known:	
<p>Please provide a brief summary of your involvement with the family.</p> <p>Also state whether there has been a history of domestic violence or any Health and Safety Concerns for the independent FGC Coordinator and if so whether a risk assessment has been considered?</p> <p>BRIEF CASE SUMMARY:</p>	

What outcome do you hope to achieve as a result of this FGC?

(1)	Close case	
(2)	Avoid child protection procedures	
(3)	Prevent child becoming looked after	
(4)	Avoid care proceedings	
(5)	Explore family network	
(6)	Reduce level of interventions with this family	
(7)	Child returns home	
(8)	Other <i>(Please state):</i>	

Please return this form to your FGC Lead Aida.dugandzic@rbkc.gov.uk

Or email Tri – Borough team email Familygroupconf @rbkc.gov.uk

If you would like to discuss this referral, please ring 0207 854 5983 or email as above and we will get back to you

FAMILY GROUP CONFERENCE - PART B**THIS WILL BE SHARED WITH FAMILY PRIOR AND DURING THE FAMILY GROUP CONFERENCE MEETING**

1. **Why are social workers worried about ?** (*danger statement*)

Scaling

On a scale of 0 to 10, where 10 is where child is safe and well cared for and 0 is where you believe legal action is needed as child is not safe in the home; how would you rate your worry at the moment ?

1	2	3	4	5	6	7	8	9	10
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2. **What do we want to achieve for ?** (*safety goal*)

- **What questions need to be addressed in the family plan?**

3. **List the strengths of the family, what things are they already doing that help?**

4. **What resources/services will be available to support the child/ young person and their family?**

5. **Is there anything the family need to know would not be acceptable to Family and Children's Services as part of a FGC Plan?**

6. **What is likely to happen if the situation does not improve? - How will that affect the children? –**

SCHEDULE 4: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

- 1.1 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 Authority at its absolute discretion.
- 1.2 The contact details of the Authority's **Data Protection Officer** are: Fatima Zohra
fzohra@westminster.gov.uk
- 1.3 The contact details of the Supplier's **Contract Manager and lead contact for any specific operational data protection issues arising from the processors handling of the data** are: Richard Desjardins richard@family-plans.com
- 1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule 9

Description	Details
Subject matter of the processing	. An informal but structured process that involves the young person's extended family and/or friendship network in the planning and decision-making process. The aim of Family Group Conferencing (FGC) is to empower families to find their own solutions, rather than have professionals impose decisions upon them. The service will also provide Safeguarding FGCs to families who have met the threshold for child protection and young people who are at risk.
Duration of the processing	<i>Duration of data processing is for the full term of the current contract period 12 January 2023 to 11 January 2026 plus any extension periods. The option to extend under this agreement is for a further two-year period ending 11 January 2028</i>
Nature and purposes of the processing	This service is independent to the Councils but work closely with the in-house FGC Lead and the Councils' social work teams. This information is collected and submitted on the initial referral form completed by the social workers and during the referral process and contact with the identified Young person and other family members or members of the support network to provide young people and families with access to FGC
	The data is only shared on a need-to-know basis and for the period of involvement. A secure extranet Sharepoint site is to be used to store and upload

	<p>information. On completion of the FGC Co-ordinator will no longer have access to the files on this site. Where information is shared via email encryption or password protected documents containing only initials or case numbers will be shared.</p> <p>FGC manage and monitor coordinators sharing, storage and destruction of documents and are expected to sign follow providers GDPR and data processing processes.</p>
Type of Personal Data	<p>The type of data collected are from families known to Councils and include</p> <ul style="list-style-type: none"> • names, • home addresses to include location (postal address) • DOBs, • , email addresses, • telephone numbers, , • family composition, • information from Education • Police. • Council staff: names, email addresses, telephone numbers, location (postal address) • Name of child/Young person • Other household members or named individuals • Named children attending FGC • Health & medical information including vulnerability • Race and ethnic origin • religion • health • sex life or sexual orientation (on occasion and only if it is required as part of the FGC discussion)

Categories of Data Subject	<p>The main source of information is the social work report, which can comprise information from various other resources/partner agencies pertinent to work, such as Education, Police, Health, Probation or community agencies. Currently the process of sharing of this information is that each document sent to the providers is password protected and the passwords are communicated to them separately (via another email or telephone call).</p> <p>The extranet site will contain document libraries for individual cases. This area will have restricted access to both internal officers and external providers. The FGC Lead or social worker can then upload the relevant social work report to the library to allow for the work to happen. The FGC Lead ensures only information needed is shared. FGC Co-ordinators can be granted viewing access to the relevant documents, and their permissions can be removed once their involvement in the case</p>
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	<p>Information and data recorded and uploaded onto extranet to be kept as per Council's retention schedule</p> <p>Disposal of any copies of documents completed during an FGC conference to be disposed of securely and immediately once the work for individual conferences is completed as set out in providers retention schedule .</p> <p>Expiry of contract arrangements disposal of data process will be followed as per de mobilisation process.</p>

SCHEDULE 5: Contract management

1. Meetings

1.1 Type

1.2 Quorum

1.3 Frequency

1.4 Agenda

2. Reports

2.1 Type

2.2 Contents

2.3 Frequency

2.4 Circulation list

SCHEDULE 6: Variation Procedure

1. Introduction

- 1.1 Schedule 6 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Agreement.
- 1.2 The Authority may propose a variation to the Agreement under Schedule 6 only where the variation does not amount to a material change in the Agreement or the Services.

2. Procedure for proposing a variation

- 2.1 Except where **Error! Bookmark not defined.**⁵ applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve the Supplier with written notice of the proposal to vary the Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow the Supplier to assess the variation and consider whether any changes to the prices set out in the Charges necessary; and
 - (b) require the Supplier to notify the Authority within [NUMBER] days of any proposed changes to the prices set out in the Charges Schedule.
- 2.4 On receipt of the Notice of Variation, the Supplier has 14 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve the Supplier with a written agreement detailing the variation to be signed and returned by the Supplier within 7 days of receipt.
- 2.6 On receipt of a signed agreement from the Supplier, the Authority shall notify the Supplier in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives a written objection to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.