

CONTRACT FOR PARENT PARTICIPATION AND HELPLINE SUPPORT

THIS CONTRACT IS DATED [20 March 2017]

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("the Department"); and
- 2) Contact a Family (No: 284912) whose registered office is situated at 209-211 City Road, London EC1V 1JN ("Contractor").

Recitals

The Contractor has agreed to provide support for Parent Carer Forums, and the National Network of Parent Carer Forums, and to run a free national helpline and online support services for families who have children with special educational needs and disabilities, on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is SEND/2017-18/CaF.

1 Interpretation

1.1 In this Contract the following words shall mean:-

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| "the Services" | the services to be performed by the Contractor as described in Schedule 1; |
| "Affiliate" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; |
| "Central Government Body" | means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, |

executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

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| "the Contract Manager" | Patrick Agius, Department for Education, Level 1, Sanctuary Buildings, Great Smith Street, London SW1P 3BT |
| "Contractor Personnel" | all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor; |
| "the Contractors Contract Manager" | Gethyn Williams |
| "Confidential Information" | the Department's Confidential Information and/or the Contractor's Confidential Information; |
| "Contracting Department" | any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department; |
| "Contractor Personnel" | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
| "Control" | means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly; |
| "Crown" | means Queen Elizabeth II and any successor |
| "Crown Body" | any department, office or agency of the Crown; |
| "Department's Confidential Information" | all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other |

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| | information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential; |
| "Environmental Information Regulations" | the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations; |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation; |
| "Her Majesty's Government" | means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Personal Data" | shall have the same meaning as set out in the Data Protection Act 1998; |
| "Property" | means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract. |
| "Regulatory Bodies" | those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and "Regulatory Body" shall be construed accordingly. |
| "Request for Information" | a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations; |
| "SME" | means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions. |

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| "Sub-contractor" | the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents; |
| "Working Day" | any day other than a Saturday, Sunday or public holiday in England and Wales. |

- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on 1 April 2017 and, subject to Clause 10.1 shall complete the Services on or before 31 March 2018.

3 Contractor's Obligations

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Departments Obligations

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

5 Changes to the Department's Requirements

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

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

6 Management

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

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

7 Contractor's Employees and Sub-Contractors

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

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

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

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

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

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

7.5 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations

and requirements (including those relating to security arrangements) as may be in force from time to time.

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

8 Intellectual Property Rights and Copyright

The Contractor agrees that the Crown shall be legally and beneficially entitled to any and all Intellectual Property Rights and Copyright and the Contractor hereby assigns to the Crown any and all residual title which it may have in any and all such Intellectual Property Rights and/or Copyright. The Contractor undertakes that it shall, from time to time, take all such steps and execute all such documents as the Crown or Her Majesty's Stationery Office on its behalf may reasonably require to fully vest in the Crown any and all residual title, whether legal or beneficial, to the Intellectual Property Rights and/or Copyright.

9 Warranty and Indemnity

- 9.1 The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 9.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
- 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 9.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute

or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.

- 9.4** The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 9.5** All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

10 Termination

- 10.1** This Contract may be terminated by either party giving to the other party at least 30 days' notice in writing.
- 10.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 10.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
- 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or

- 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
- 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
- 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
- 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
- 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
- 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
- 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;
- 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1** treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 12.1.2** not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2** Clause 12 shall not apply to the extent that:
- 12.2.1** such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
- 12.2.2** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 12.2.3** such information was obtained from a third party without obligation of confidentiality;
- 12.2.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 12.2.5** it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1** on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;

- 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
- 12.6.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
- 12.6.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.7 The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10 Subject to Clause 12.9, the Contractor hereby gives his consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 **Freedom of Information**

- 13.1** The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.
- 13.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 13.2.1** transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 13.2.2** provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and
- 13.2.3** provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 13.3** The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 13.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.
- 13.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 13.5.1** in certain circumstances without consulting the Contractor; or
- 13.5.2** following consultation with the Contractor and having taken their views into account;
- provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 13.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

14 Access and Information

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

15 Transfer of Responsibility on Expiry or Termination

- 15.1** The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 15.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.
- 15.3** The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16 Tax Indemnity

- 16.1** Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2** Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

- 16.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

17 Data Protection Act

17.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 17, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the DPA.

17.2 The Contractor shall:

17.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

17.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

17.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

17.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

17.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

17.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 17;

17.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

17.2.8 Notify the Department within five Working Days if it receives:

17.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

17.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

17.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

- 17.2.9.1 providing the Department with full details of the complaint or request;**
- 17.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;**
- 17.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and**
- 17.2.9.4 providing the Department with any information requested by the Department;**

17.2.10 Permit the Department or the Department's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

17.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and

17.2.12 Not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

- 17.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure**
- 17.2.12.2 the Contractor shall set out in its request for change details of the following:**
 - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;**
 - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;**
 - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and**

- (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

17.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

17.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation)."

17.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

18 Amendment and variation

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

19 Assignment and Sub-contracting

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

20 The Contract (Rights of Third Parties) Act 1999

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

21 Waiver

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

22 Notices

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

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

22.2.1 if delivered by hand, when left at the proper address for service;

22.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

23 Dispute resolution

- 23.1** The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 23.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 23.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

24 **Discrimination**

- 24.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 24.2** The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25. **Exit management**

- 25.1** If the DFE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the DFE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- 25.2** The Contractor will, within 3 months of the Effective Date, deliver to the DFE, a plan which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the DFE and/or its Replacement Contractor at the end of the Term (an "exit plan").
- 25.3** Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 23.
- 25.4** The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update, the Contractor will submit the revised Exit Plan to the DFE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit

Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 36.

25.5 If the Contractor:

25.5.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or

25.5.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges.

25.6 If the DFE requests, the Contractor shall deliver to the DFE details of all licences for software used in the provision of the Services including the software licence agreements.

25.7 Within one month of receiving the software licence information described above, the DFE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the DFE a plan for licence transfer.

25.8 The Contractor shall co-operate fully with the DFE in order to enable an efficient and detailed knowledge transfer from the Contractor to the DFE at the end of the Term and shall provide the DFE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the DFE. The Contractor shall comply with the DFE's request for information no later than 15 Business Days from the date that that request was made.

26 **Law and Jurisdiction**

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

As witness the hands of the parties

Authorised to sign for and on behalf of the Secretary of State for Education

Signature



Name in CAPITALS

Stuart Miller

Position in Organisation

**Deputy Director
0-25 SEND Unit**

Address in full

Department for Education
Sanctuary Buildings
Great Smith Street
London SW1P 3BT

Date 22/3/17

Authorised to sign for and on behalf of Contact a Family

Signature



Name in CAPITALS

Gethyn Williams

Position in Organisation

**Director of Development
and Engagement**

Address in full

Contact a Family
209-211 City Road
London EX1V 1JN

Date 20/3/2017.

1 Background

1.1 Involving parent carers in strategic decision-making is at the heart of the changes introduced by the Children and Families Act 2014. It is also reflected in the ethos of Contact a Family (CaF), who work directly with parents and carers and are driven by what they say is important. Together this is expressed as 'co-production'.

The activities in this schedule have been developed by Contact a Family (CaF), with input from the National Network of Parent Carer Forums (NNPCF), and are informed by extensive feedback from Parent Carer Forums (PCFs). Acting as the Department's delivery partner in parent participation since 2008, and in the provision of helpline and online services since 2002, it builds on CaF's significant experience of:

- **successfully administering a £2.3m grants programme for PCFs in England;**
- **delivering a dedicated support service to PCFs through a team of specialist Parent Participation Advisors (PPAs), backed up by a national helpline and online services; and**
- **working with the NNPCF to ensure PCFs have robust and appropriate national representational structures, allowing the voice of parents to play an active and valued role in national policy developments.**

Ensuring that parent carers are supported and empowered will continue to be a key focus for CaF, and underpins the activities in this schedule. Achieving this will require CaF to:

- **work closely with Parent Carer Forums and their local statutory partners to establish positive joint-working protocols;**
- **work strategically with the NNPCF to determine and establish appropriate models of regional and national participation for parent voice; and**
- **work collaboratively with the Department for Education and their SEND delivery partners to maintain and develop existing intelligence networks and establish a shared approach to the involvement of parent carers in all levels of decision-making.**

In addition to 1-2-1 support to Parent Carer Forums, the CaF helpline and digital information/ enquiry service provide tens of thousands of parents with the information, advice and support they need every year, as well as bringing additional local intelligence to the Department for Education (DfE).

2 Aim, objectives and methodology

2.1 The Contractor shall perform the tasks detailed in the Schedule of Work.

SCHEDULE OF WORK

1 Increasing PCF Capacity

Through a team of Parent Participation Advisors (PPAs) and a pool of Associates, deliver a core offer to all PCFs that builds capacity for parent carer participation across England and supports their take up of the annual DfE grant.

| Activities | Outcomes | Monitoring Timeframe |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p>Staff and Associate support Provide PCFs with a minimum of [REDACTED] hours of dedicated staff time. On average, this will provide each PCF with around [REDACTED] hours during the year.</p> <p>Wherever possible CaF will focus the bulk of this staff input on capacity-building activities to support Forum sustainability, shifting the balance away from support on Grants processes, which will be complemented by the reductions in grants bureaucracy. CaF will monitor this via hours of support recorded with Forums by issue, based on 2016-17 benchmarks.</p> | <ul style="list-style-type: none"> All PCFs able to access core offer of information, advice and support, delivered through a dedicated team of PPAs and pool of Associates at a minimum of [REDACTED] hours (collectively) across the year. <i>(IAS includes elements of capacity-building, trouble-shooting, partnership development, governance and financial management.)</i> Forums able to engage with the core IAS core offer at both 1-2-1 level (Advisor and Associate-led) and at group levels (IAS delivered regionally/sub-regionally in tandem with NNPCF structures). Sustainability and viability of Forums increased through the core offer, with the aim to ensure parent membership remains above at least 60,000 nationally. Baseline time spent to support Forums on grants. | Quarterly |
| <p>Digital Support offer A range of regularly-updated fit for purpose information, guidance and signposting resources provided via the CaF and NNPCF websites. Key pages updated quarterly.</p> | <ul style="list-style-type: none"> All Forums have access to additional online support through a dedicated suite of digital resources designed to support all aspects of their function and development, co-produced with Forums and NNPCF wherever appropriate. | Quarterly |
| <p>Regular Communications At least 3 x Joint e-bulletins (co-produced with NNPCF) delivered</p> | <ul style="list-style-type: none"> All PCFs and their members remain informed of and engaged with key | Termly (3) |

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| <p>across the year.</p> | <p>developments in parent carer participation, through access to a regular round up of key news and information;</p> <ul style="list-style-type: none"> Stakeholders have regular channels through which to also communicate and engage with PCFs. | |
| <p>Training and development A minimum of 8 dedicated webinars for Parent Carer Forums delivered live and made available for later viewing.</p> | <ul style="list-style-type: none"> Webinars produced and co-delivered with Parent Carer Forums and other stakeholders, ensuring they are timely and relevant to Forum development. | <p>8 across year.</p> |
| <p>Annual PCF Conference and NNPCF AGM One national conference enabling all PCFs to network, share best practice, engage in national agendas and remain updated about key developments; external stakeholders also engaged to ensure a focus on positive outcomes from working in participation.</p> | <ul style="list-style-type: none"> At least half of all Forums attend and/or are engaged in the national conference, ensuring the parent carer participation movement has a strong national presence and informs the work of Contact a Family, NNPCF, DfE and other national partners delivering the SEN Reforms. | <p>annual</p> |
| <p>Supporting the diversity of Parent Carer Forums</p> <ul style="list-style-type: none"> Benchmarking exercise on diversity and outreach within Forums using sample data from those already monitoring diversity, informed by Family Fund hard to reach definitions. Published through Annual Parent Participation report (Q3) and end of year report (Q4). Support greater diversity monitoring of Forum membership and outreach activities to hard to reach groups, through use of grants, webinars, conferences and Forum communications. | <ul style="list-style-type: none"> National baseline picture on diversity within Parent Carer Forums created Forums better-able to record diversity of their membership Forums better-able to undertake outreach activities with/for hard to reach communities of parent carers in their area. | <p>Q3 / Q4</p> |

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| <p>Continued support for the development of regional network structures CaF to make discretionary grants available to Regional Networks from April, allowing them to perpetuate and develop the structures and governance that have emerged during 2016/17</p> | <ul style="list-style-type: none"> • Greater sustainability of PCFs through more opportunities for peer support and increased information sharing, increasing in turn CaF's ability to identify Forums requiring early intervention or support; • Enhanced effectiveness of NNPCF Steering Group members – through a better-coordinated region and improved intelligence channels; • A stronger parent voice in regional policy dialogue. | <p>quarterly</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|

2 Strategic and operational support to the NNPCF

The NNPCF is the national voice of parent carer forums, leading representation and parent voice to help shape and influence national policy developments, working with Government Departments and wider stakeholders. Their membership includes all PCFs in receipt of the DfE grant. Their representational, communications and influencing activities are delivered through their Steering Group membership and pool of national representatives.

These roles are not salaried but do receive a basic remuneration, as recognition of their significant unpaid contributions and to facilitate parity of status when working with professional colleagues. The NNPCF is a constituted organisation but their secretariat and financial management is supported and hosted by Contact a Family, through one dedicated officer and the wider support of the whole Parent Participation Team. Contact a Family's support to the NNPCF is designed to support all aspects of their functioning and continued development. Across the Steering Group and National Representatives we will support them in aiming to deliver a minimum of [redacted] days of representative work across the year. A guide to how this is likely to be split is expressed as KPIs below.

| Activities | Outcomes | Monitoring Timeframe |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p>Steering Group support NNPCF Steering Group come together regularly and assume responsibility for individual portfolios (e.g. on areas of consultations, network co-ordination, communications); monthly Steering Group meetings; a target of [redacted] days delivered.</p> | <ul style="list-style-type: none"> • A well-functioning and governed steering group, participating nationally and delivering its national representational role and engaging productively with its membership base; • Effective communication and strategic engagement between Steering Group and CaF Team. | <p>Quarterly</p> |

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| <p>Development of a cadre of National Representatives A pool of national representatives undertaking representational activities in a range of agendas directed and facilitated by the NNPCF to ensure parents' voices are represented at national events, workshops and meetings; a target of █ days, and all travel and subsistence costs.</p> | <ul style="list-style-type: none"> • Empowering and developing a new cadre of parent carer representatives, increasing the effectiveness of the Steering Group and wider NNPCF functions; • Increasing the levels to which parent carer representation is visible and active in influencing national agendas, making the national contributions of all NNPCF representatives more effective, credible and informed, for DfE and wider partners. | <p>Quarterly</p> |
| <p>One full-time Programme Officer to provide the NNPCF with administrative support and advice. To make better use of the Steering Group's existing capacity, CaF will also implement an uplift in administrative support to the NNPCF (0.3 FTE) on 2016/17 arrangements. Other members of the team also provide regular liaison and support, including Head of Parent Carer Participation and the Strategic Health Lead.</p> | <ul style="list-style-type: none"> • Steering Group and National Representatives have access to dedicated operational and administrative support, ensuring they can fulfil their roles effectively. | <p>Quarterly</p> |

3 PCFs strategic engagement with local and national health and social care partners and stakeholders

| Activities | Outcomes | Monitoring Timeframe |
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| <p>Provision of a Strategic Health Lead, (0.6FTE) working across Contact a Family to:</p> <ul style="list-style-type: none"> • Support PPAs in their support for PCFs engagement with local health partners; • Represent CaF and champion parent carer participation in a range of national fora and professional networks (including NHSE's Children with Complex Needs Board, NHSE Regional meetings and a range of other professional networks); • Undertake and disseminate policy information and analysis for NNPCF and PCF audiences, identifying strategic engagement opportunities; • Work collaboratively with the NNPCF Steering Group and wider partners on championing parent participation in national health and social care agendas. | <ul style="list-style-type: none"> • PCFs and NNPCF have appropriate strategic support to facilitate their engagement in health and social care agendas locally and nationally; • Health practitioners and professionals understand the role of PCFs and importance of parent carer participation in the SEN reforms, and have appropriate access and support to involve parent carer representatives in local strategic decision-making; • Clinical Commissioning Groups receive timely information, advice and support to further their engagement with parent carer forums locally. | <p>Quarterly</p> |
| <ul style="list-style-type: none"> • Develop products and services to support the engagement of PCFs with local health and social care partners, including: <ol style="list-style-type: none"> 1. <i>a mapping of NHS/CCG regional structures and where these overlap with Forum structures;</i> 2. <i>training products for Forums – introductory and bespoke for Forums</i> | <ul style="list-style-type: none"> • PCFs and NNPCF have timely and appropriate information to facilitate their engagement in health and social care agendas locally and nationally | <p>Q1</p> |
| <p>Produce a benchmark report on local health engagement using, delivered through the annual Parent Participation report.</p> | <ul style="list-style-type: none"> • All stakeholders have baseline information on the depth and quality of local parent carer engagement in health and social care, to inform future strategic planning and engagement. | <p>Q3</p> |

4 PCF Grant administration and management

The DfE will continue to provide £2.3m in 2017-18 to allow each PCF in England to access a grant of up to £15,000. Contact a Family is responsible for administering and quality-assuring the grant.

| Activities | Outcomes | Timeframe |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <p>Grants administration Administer and quality assure grants programme for Forums up to 152 local areas across England; process and scrutinise applications in line with grant criteria in two tranches.</p> | <ul style="list-style-type: none"> PCFs have access to finance to support their participation role in local arrangements for implementing the SEND reforms, working in co-production with their LAs and other statutory partners. | <p>1st tranche complete by Sep2017; 2nd by Jan 2018;</p> |
| <p>Reducing bureaucracy in grants admin for Forums Development of an application form and guidance, in line with audit recommendations and DfE guidance, and distribute these to PCFs and invite applications.</p> | <ul style="list-style-type: none"> All Forums have sufficient information and opportunity to apply. Forums feedback on improved bureaucracy of application and monitoring processes. | <p>Q1</p> |
| <p>Grant monitoring Ensure effective quality assurance and monitoring systems, with clear roles of approval and sign off at several levels of management are in place.</p> | <ul style="list-style-type: none"> Best practice followed and risk management enacted at appropriate levels. | <p>quarterly</p> |
| <p>Support to access grants Make available training and support on financial management, including reporting templates; Respond to enquiries from grant recipients.</p> | <ul style="list-style-type: none"> All Forums have access to appropriate levels of support in accessing and managing the grant. | <p>quarterly</p> |
| <p>Discretionary Grant Where grant entitlement is not fully taken up, ensure there is a fair and transparent process for surplus resources available to other PCFs.</p> | <ul style="list-style-type: none"> Ensuring maximum and most efficient possible take up of DfE investment in local Parent Carer Participation structures. | <p>Q1 for Regional applications and Q2 onwards for all others</p> |

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| <p>Accounting for complex local circumstances In exceptional circumstances CaF may administer a grant on behalf of local areas. CaF to alert DfE when this happens and provide a written explanation; CaF to provide Associate support in developing Forum capacity to hold grants again in the future.</p> | <ul style="list-style-type: none"> All local areas have potential to benefit from the grant, regardless of local circumstances. | Ongoing – in line with application tranches |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|

5 Helpline and Online parent carer support

CaF's helpline and digital offer complements our support to Parent Carers, through Forums and beyond, as follows:

- To provide a free national helpline and online support service for parents, and children and young people with SEND. Demand for this service has grown and the activities in this schedule have increased accordingly. This service also helps to complement local demand on Information, Advice and Support Services (IASS) – particularly on more basic enquiries – allowing IASSs to provide more focused and targeted support to families in most need;
- Online provision means that CaF are able to offer information and support for people who are unable to wait for a helpline call or need to access information out of helpline working hours. CaF are continually adapting and developing digital provision to meet the needs of parents and respond to demands and themes that come through the helpline. CaF provide information in the form of web pages, podcasts, downloadable guides, factsheets and videos and use social media and e-communications to reach out to parents and networks as relevant;
- The responsive and accessible nature of digital presence means that CaF are able to guide parents through new developments and changes that affect them and their families, plus help them to access critical resources when they become available.
- CaF are able to bring parents together via social networks to help reduce isolation using peer support both on an individual and group level.

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| Activities | Outcomes | Timeframe |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------|
| Manage at least 8,305 helpline enquiries, across a range of issues, providing relevant information and coherent advice; between 10% and 15% of callers to receive an intensive advice session. | Parent carers have access to a national 'front door' of bespoke support, complementing support available locally. | ongoing |

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| More than 800,000 unique users access information and advice through digital channels. | Parent carers have accessible to appropriate information and signposting online, complementing and meeting need outside of helpline hours. | ongoing |
| Ensure customer satisfaction rates are high, with at least 75% satisfaction rates of callers. Diversity of helpline and online users callers will also be benchmarked in the annual Forums Diversity and Outreach report, using data from the bi-annual survey. | By accessing our offer parent carers will: <ul style="list-style-type: none"> • feel better informed about how to get the support they need; • feel more confident; • feel better able to deal with stress; • feel less isolated. | Bi-annual surveys |
| Maintain and make available the resources produced by the Short Breaks Partnership in 2015/16. | Previous DfE investments in information and resources are maintained and made widely available. | ongoing |
| Helpline data made available to local PCFs to inform their work on wider parent carer needs and experience. | PCFs benefit from wider strategic intelligence, informing their local roles. | Bi-annual |

6 Programme management, governance and strategic support to DfE

This will provide effective management and deliver of all activities in this schedule, including oversight from Contact a Family's Senior Managers and one Director.

| Activities | Outcomes | Timeframe |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <p>Effective programme and administrative support, focusing on:</p> <ul style="list-style-type: none"> • programme delivery and value for money; • quarterly monitoring and meetings with Senior DfE officials; • Monthly performance dashboards against key metrics; • Timely invoices and financial reports; • Bespoke, ad hoc reports on particular aspects of services (such as grants administration); • Operational support in the | <p>Assurance that the activities are on track, relevant and affordable.</p> <p>An effective, clear, written audit trail of progress against milestones.</p> <p>The ability to respond flexibly and with agility to changing priorities.</p> | Quarterly / ongoing |

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| delivery of termly DfE surveys. | | |
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KPI reporting table 2017-18

| Theme | Activity | KPI | Timeframe |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------|
| 1 Increasing Parent Carer Forum Capacity | Dedicated staff and associate capacity-building support | 4,300 hours (average 29 hours per Forum) | Ongoing, reported quarterly |
| | | Parent Carer Forum membership remains above 60,000 nationally | Annually through grants monitoring process (when?) |
| | | Reduction in average PPA time spent on grants support (baseline) | Reported Annually |
| | Regular communications to Forums – key updates and information | At least 3 x Joint Bulletin | Schedule TBC |
| | Online capacity-building support in areas of common interest to Forums – co-produced with Forums | At least 8 x webinars | Report quarterly |
| | National networking and learning opportunities for Forums | 1 x Annual Conference | Q3 |
| | Supporting increased diversity within Forums and outreach to hard to reach parent carers | Annual Diversity and Outreach report | Q4 |
| | | Package of support measures delivered through range of other KPI outputs | Quarterly reports |
| | Grants available for development of regional representative, and capacity-building structures. | Grants allocated and activity described | Reported quarterly |
| | 2 Strategic and operational support to the NNPCF | Steering Group activity | 350 days annually (combined) |
| National Representatives activity | | 70 days annually (combined) | Reported quarterly |
| 3 Strategic engagement in | Strategic engagement at national level | Attendance at range of national networks and forums, in | Reported quarterly |

| | | | |
|---------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| health and social care | | tandem with NNPCF | |
| | Strategic support for Forum engagement in health and social care locally | Regular briefings for PPAs and NNPCF | Reported quarterly |
| | | 3 x Joint Bulletin articles for Forums | Schedule TBC |
| | Forums and local/regional health structures map | Published map (online) | Q1 |
| | Introductory information and training products for local Forums | Advertised training offer and materials | Q1 |
| | Baselining local Forum health and social care engagement | Baseline report on extent of local Forum engagement in health and social care produced within Annual Participation Report | Q3 |
| 4 Grants administration and management | DfE grants available to all participating Parent Carer Forum | Grants process administered in two tranches | Tranche 1 Q1 onwards, Tranche 2 Q3 onwards |
| | Discretionary grants available for additional activity | Discretionary grants process administered | Q1 regional applications Q2 all others |
| | Effective monitoring and approval processes in place | Quality Assurance process | Issues reported quarterly |
| | Supporting Forums unable to hold the grant | CaF to hold core grants for Forums | Reported quarterly |
| | Forums experience reduced bureaucracy around grants | Measured by survey / within monitoring process | Q4 |
| 5 Helpline and online parent carer support | Provision of enquiry services for parent carers | A minimum of 8,305 enquiries handled by helpline / online annually; between 10-15% of enquiries to receive intensive advice session. | Reported quarterly |
| | Provision of information and advice through digital channels | A minimum of 800,000 unique users accessing information and support through digital channels per | Reported quarterly |

| | | | |
|----------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------|
| | | annum | |
| | Quality assurance of enquiry service | Maintain a minimum of 75% customer satisfaction | Bi-annual survey |
| | Information support for Parent Carer Forums | Condensed helpline data by national, regional and local level made available to Forums bi-annually | Schedule TBC |
| 6 Programme management and governance | Monitoring and reporting | Quarterly contract reports | Reported quarterly |
| | | Monthly KPI dashboards | monthly |
| | Operational support to DfE | Operational support in delivering DfE surveys, summary report produced for Forums | Termly / TBC |

Schedule 2

The costs for this contract between 1 April 2017 and 31 March 2017 shall not exceed £1.8 million (inclusive of VAT).

1. Table

Summary of budget breakdown

| Activity number | Activity | Costs |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1.1 | Increasing PCF capacity Delivery costs (staff) Delivery costs (non-staff) Total: | ██████████ ██████████ £ ██████████ (exclusive of VAT) |
| 1.2 | Strategic and operation support to the NNPCF Delivery costs (staff) Delivery costs (non-staff) Total: | ██████████ ██████████ £ ██████████ (exclusive of VAT) |
| 1.3 | PCFs strategic engagement with local and national health partners and stakeholders Delivery costs (staff) Delivery costs (non-staff) Total | ██████████ ██████████ £ ██████████ (exclusive of VAT) |
| 1.4 | PCF Grant administration and management Delivery costs (staff) Delivery costs (non-staff) Total | ██████████ ██████████ £ ██████████ (exclusive of VAT) |
| 1.5 | Helpline and online parent carer support Delivery costs (Helpline Staff) Delivery costs: (Digital Staff) Delivery costs (non-staff) Total: | ██████████ ██████████ ██████████ £ ██████████ |

| | | |
|-----|----------------------------------------------------------------------|---------------------------|
| | | (exclusive of VAT) |
| 1.7 | Programme management, governance and strategic support to DfE | |
| | Delivery costs (staff) | ████████ |
| | Delivery costs (non-staff) | ████████ |
| | Delivery costs (staff) total: | £ ██████████ |
| | | (exclusive of VAT) |
| | Sub-total | ████████ |
| | VAT | ████████ |
| | TOTAL | £ ██████████ |

Detailed breakdown of budget

| Activity Number | Activity | Costs | Notes |
|-----------------|--------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | Increasing PCF Capacity | | |
| | Staff Costs | ████████ | Salary costs for 9 Parent Participation Advisors (7.8FTE) providing a minimum of 4,300 hours support p.a. to 150 parent carer forums (average 29 hours per Forum); |
| | Delivery costs (non-staff) | ████████ | <p>This includes:</p> <ul style="list-style-type: none"> • Additional Associate support for Forums in need of intensive support (35,000) • Bursaries to support the development of regional forum structures • Events budget for annual national Forums conference (engaging 90 Forums in 16-17) • Digital comms and training budget for webinar series, much of which is co-produced and co-delivered with Forums (reached 1,000 individuals in 16-17) • Team travel and subsistence costs • All other overheads including team training costs (e.g. interpersonal mediation training - enabling us to confidently and professionally de-escalate Forum conflict when it arises); office/printing costs (mainly associated with our annual conference); accommodation costs; contribution to Contact a Family's Monitoring and Evaluation Team which supports our reporting functions; contribution to central charges (supporting the efficient and effective functioning and governance of the organisation). |

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|------------|-----------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Total | ████████ | |
| 1.2 | Strategic and operational support to the NNPCF | | |
| | Staff costs | ████████ | Salary costs for Programme Officer – NNPCF (1FTE) and Programme Administrator (0.3FTE) |
| | Delivery costs (non staff) | ████████ | This includes: <ul style="list-style-type: none"> • NNPCF Steering Group honorariums (54,824) – providing a minimum of 320 days activity across 10 members; • National Representative Honorariums (5,000) – providing a minimum of 100 days activity; • Travel and subsistence costs for Steering Group and National Representatives; • All other overheads including team training costs; office/printing costs; accommodation costs; contribution to Contact a Family's Monitoring and Evaluation Team; contribution to central charges. |
| | Total | ████████ | |
| 1.3 | PCFs strategic engagement with local and national health and social care partners and stakeholders | | |
| | Staff costs | ████████ | Salary costs for the Strategic Health Lead (0.6FTE) |
| | Delivery costs (non-staff) | ████████ | This includes: <ul style="list-style-type: none"> • All other overheads including team training costs; office/printing costs; accommodation costs; contribution to Contact a Family's Monitoring and Evaluation Team; contribution to central charges. |
| | Total | ████████ | |
| 1.4 | PCF Grant administration and management | | |
| | Delivery costs (staff) | ████████ | Salary costs for the Grants Programme Officer (0.89 FTE) and Grants Programme Administrators (0.6 FTE) and our Operational Leads (0.4FTE) |
| | Delivery costs (non-staff) | ████████ | This includes: <ul style="list-style-type: none"> • All other overheads including team training costs; office/printing costs; accommodation costs; contribution to Contact a Family's Monitoring and |

| | | | |
|----------------------------------------------------------|---------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | Evaluation Team; contribution to central charges. |
| | Total | ██████████ | |
| 1.5 Helpline and online support for parent carers | | | |
| | Delivery costs (helpline staff) | ██████████ | Salary costs for the Helpline Manager (1 FTE), Senior Helpline Advisors (2 FTE) 4 Helpline Advisors (2.8 FTE). |
| | Delivery costs (digital staff) | ██████████ | Salary costs for the Head of Communications (0.5 FTE), Web Manager (0.7 FTE), Content and Community Manager (1 FTE) and Digital Marketing Officer (0.5 FTE). |
| | Delivery costs (non-staff) | ██████████ | This includes: <ul style="list-style-type: none"> • Costs associated with our helpline call handling system, allowing us to field over 8,000 calls per year from parent-carers. • Training and development costs for the 8.5 FTE staff associated with this area of delivery; • All other overheads including office/printing costs; accommodation costs; contribution to Contact a Family's Monitoring and Evaluation Team; contribution to central charges. |
| | Total | ██████████ | |
| 1.6 Programme Management and Governance | | | |
| | Delivery costs (staff) | ██████████ | Salary costs of the Director of Development + Engagement, Head of Parent Participation (1 FTE) Programme Officer (1 FTE) and Parent Participation Team Administrator (0.7 FTE). |
| | Delivery costs (non-staff) | ██████████ | This includes: <ul style="list-style-type: none"> • All other overheads including team training costs; office/printing costs; accommodation costs; contribution to Contact a Family's Monitoring and Evaluation Team; contribution to central charges. |
| | Total | ██████████ | |
| TOTALS | Total before VAT | ██████████ ██████ | |
| | VAT | ██████████ | |

| | | | |
|--|-----------------------------|------------------|--|
| | Total contract value | 1,800,000 | |
|--|-----------------------------|------------------|--|

- 2 Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5 Invoices shall be prepared by the Contractor monthly in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or his or her nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6 Invoices shall be sent, within 30 days of the end of the relevant month to SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool FY5 3TA, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to

complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

- 7 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 8 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 9 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 10 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 11 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

End of Schedule 2