



Department for Education

**CONTRACT FOR 'EVALUATION OF LOOKED AFTER CHILDREN'S MENTAL HEALTH
ASSESSMENT PILOTS'
PROJECT REFERENCE NO: EOR/SBU/2017/061**

This Contract is dated 10.07.2018

Parties

- 1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, LONDON, SW1P 3BT ("the Department"); and
- 2) SQW Limited whose registered office is 43 Chalton Street, London NW1 1JD, United Kingdom ("the Contractor").

Recitals

The Contractor has agreed to undertake the Project on the terms and conditions set out in this Contract. The Department's reference number for this Contract is EOR/SBU/2017/061.

Commencement and Continuation

The Contractor shall commence the Project on the date the Contract was signed by the Department (as above) and, subject to Schedule Three, Clause 10.1 shall complete the Project on or before **30th July 2021**.

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1. Interpretation

1.1 In this Contract the following words shall mean:-

- "the Project" the project to be performed by the Contractor as described in Schedule One;
- "the Project Manager" [REDACTED], Department for Education, Level 1, 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ
[REDACTED] <redacted>
- "the Contractor's Project Manager" [REDACTED], SQW Limited, Beckwith House, 1 Wellington Road North, Stockport SK4 1AF
[REDACTED]
- "the Act and the Regulations" means the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997;
- "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;
- "Commercially Sensitive Information" information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Department that, if disclosed by the Department, would cause the Contractor significant commercial disadvantage or material financial loss;
- "Confidential Information" means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information

which may be regarded as the confidential information of the disclosing party;

"Contracting Department"	any contracting authority 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;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"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;
"Copyright"	means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);
"Copyright Work"	means any Work in which any Copyright subsists;
"Crown Body"	any department, office or agency of the Crown;
"Data"	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by the Department pursuant to this Contract, or which the Contractor is required to generate under this Contract;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the

"Data Protection Legislation"	Data Protection Act 1998; the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Department Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Department Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Department; or (ii) which the Contractor is required to generate, process, store or transmit to this Contract; or (b) any Personal Data for which the Department is the Data Controller;
"Effective Date"	the date on which this Contract is signed by both parties;
"Environmental Information"	the Environmental Information Regulations

2004 Regulations" practice or relevant such	together with any guidance and/or codes of issues by the Information Commissioner Government Department in relation to 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;
"ICT"	information and communications technology;
"ICT Environment"	the Department's System and the Contractor System;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, trade marks, service marks, design (rights whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Original Copyright Work"	means the first Copyright Work created in whatever form;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"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;
"Staff Vetting Procedures"	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"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;
"Third Party Software"	software which is proprietary to any third party [other than an Affiliate of the Contractor] which is or will be used by the Contractor for the purposes of providing the Services, and
"Work"	means any and all works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this;
"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.

SCHEDULE ONE

1 Background

1.1 The Department for Education (DfE) is commissioning six to ten pilot sites to test improved approaches to the mental health and wellbeing assessments that looked after children receive when they enter care. The pilots will run for a period of two years, during which £650k of implementation support grant will be made available to assist the testing process. Poor mental health and emotional wellbeing in looked after children can have significant and long lasting impact on all aspects of their lives with long term impacts on future life chances. Almost half of looked after children meet the criteria for a psychiatric disorder in comparison to one in ten non-looked after children.¹

1.2 A 2016 Education Select Committee report on the mental health and wellbeing of looked-after children found that current mental health assessment methods on entry to care are “inconsistent”, “often poor” and “fail to identify those in need of specialist care and support”. It noted that initial assessments are “rarely completed by qualified mental health professionals with an appreciation of the varied and complex issues looked-after children may present”.

1.3 In July 2016 the government commissioned an expert working group to look at how to improve mental health support for care experienced children and young people. Their final report – Improving mental health support for our children and young people - make various recommendations regarding assessment. These include ensuring a needs focused, person centred approach; using a broader range of assessment measures and drawing on various sources for a rounded picture of the child. The looked-after children mental health assessment pilots seek to take forward the recommendations.

1.4 The department has commissioned a delivery partner to implement the pilots, which will begin around June 2018 and for the pilots to begin around December 2018, to run for two years up to December 2020. The aim of the pilots is to understand how to improve the mental health and emotional wellbeing assessments looked-after children receive on entry to care so that they are carried out consistently as part of the initial health assessment. The pilots will test elements of the health assessments to ensure they:

- (i) **Are thorough and of good quality, enabling accurate identification of need.** As part of this the pilot areas will want to test assessment approaches and tools that effectively identify need; effectively identify those children and young people needing further, more comprehensive assessment and/or referral to more specialist services; and enables appropriate interventions to

¹ Children looked after in England (including adoption and care leavers), year ending 31 March 2016: additional tables; Office of National Statistics, Mental health of children and young people in Great Britain, 2004

be put in place as part of the wider care plan.

- **Occur at the right time.** To develop best practice, the pilot areas will explore assessment review timings that encourages a needs focussed approach that allows the child to settle into their placement and considers their past experiences, current situation and changing circumstances.

(ii) **Are needs focused and person centred.** Again, this is about exploring best practice that encourages a needs focussed that puts the child or young person at the heart of the assessment process and enables a true picture of them to be developed.

1.5 The delivery partner will be expected to:

- work with the DfE to identify between six and 10 pilot sites;
- develop a clear, transparent mechanism to allocate and distribute grant funding to support implementation in each pilot area; and,
- support pilots over the two year period to deliver the pilot aim and achieve the key objectives whilst having regard to statutory duties;
- ensure the pilots have an effective sustainability/ exit plan in place.

1.6 The delivery partner and appointed evaluation partner will be expected to work together to ensure pilot areas deliver a robust assessment of the effectiveness of the pilots to inform future policy development.

1.7 Although the overarching objectives of the pilots are clear, their shape in terms of what will be offered, to whom, where, to what purpose and the extent to which this differs from what is currently being delivered (their business as usual approach - BAU) is yet to be defined, and is likely to differ between areas

2. AIMS AND OBJECTIVES OF THE EVALUATION

2.1 The aim of the evaluation of the pilots is to inform what, if any, changes are needed to the assessment system (including the statutory framework) for looked after children on entry into care and if so, how this can best be achieved. The Contractor shall use the findings from the evaluation to understand what works, or does not, and what other factors are at work that affect outputs and outcomes to improve health assessments.

2.2 The Contractor shall use all reasonable endeavours to achieve the following objectives:

- **Assess the success and effectiveness of the pilots in delivering the project aims and objectives, including specific consideration of whether the design,**

content and delivery that are being tested are feasible, appropriate and acceptable.

- Measure the pilots against the required criteria to assess their: thoroughness, quality, accuracy of diagnosis, timeliness, the extent to which they are child centred and the appropriateness of the professionals involved in carrying out the assessments;
- **Understand the impact the assessment approaches have on children and families, the local authorities and its stakeholders, and the wider system;**
- Review the extent to which changes to the statutory framework that underpins the assessment process requires change;
- **Assess the nature of the support provided as a result of the pilot and whether the relevant interventions were already available or commissioned as a result of the pilots;**
- Consider the cost implication of the changes to assessment; and,
- Provide an overall assessment drawing together the different approaches of each individual pilot.

Research questions

2.3 The Contractor shall use all reasonable endeavours to answer the following research questions, which will be developed and refined further as part of the evaluation and in discussion with the department:

- i. How successful are the pilots in delivering the project aims and objectives?
 - What, if any, improvements have there been in the timeliness and appropriateness of assessments and referrals?
 - What has been the impact of the pilots?

- ii. How effective are the assessment approaches in delivering the specified objectives (see link to PIN above) and project aim – mental health assessments that are thorough, good quality, accurate, timely, needs focused and child centred?
 - What has the impact been on children and families?
 - What can we learn to help inform the delivery of health assessments in other areas?
 - What impact, if any, have the pilots had on the practice of local authorities or provider, or the wider range of stakeholders?

- iii. What are the strengths and weaknesses of their approaches, and what are the enablers/ barriers to successful outcomes and to wider roll out?

- iv. What are the key lessons and best practice for assessments of looked after children?

- v. Have there been any changes in awareness and knowledge of mental health and wellbeing assessments and/or changes in processes and systems, particularly regarding inter-agency working and the strategic commissioning of services?
- vi. What are the cost implications of the changes to assessment?
- vii. Were appropriate interventions (already available or newly established) available to meet the complex needs of looked-after children following assessments?
 - a. What has been the impact on commissioning of services in local areas?
 - b. Have the pilots informed development of practice, and if so, how?
 - c. Are the pilots changing how local areas behave, in terms of services commissioned or other types of support?
 - d. Are there any unintended consequences caused by the pilots, and how can we resolve them?

2.4 The table below provides an indication of the type of outcomes the pilots are looking to achieve, and measures by which the pilots might be assessed. They have been developed from a range of sources, including: emerging findings from the Expert Working Group; the Education Select Committee report on looked-after children’s mental health and wellbeing; and intelligence from other relevant stakeholders. The Department will work with the successful bidder to develop these in discussion with the Delivery Partner, pilots and research advisory group.

Mental health assessments of looked after children should be:	Key outcomes and measures
a) Timely: Getting assessment timings right.	Assessments are timed to meet statutory timescales, and: <ul style="list-style-type: none"> • Enable settling in and establish a true picture of the C/YP’s mental and emotional state; • As far as possible, to meet the C/YP’s needs and preferences; and, • Takes into account the child’ current, past, and changing circumstances.
b) Good quality: To provide accurate and thorough diagnosis of need.	Assessments: <ul style="list-style-type: none"> • Effectively identifies those C/YP who require more comprehensive assessment and support. • Tailored to identify full range of wellbeing, mental health and neurodevelopment needs

	<p>including needs common to looked after children (i.e. trauma and attachment disorder).</p> <ul style="list-style-type: none"> • Are carried out by a competent mental health practitioner(s), with appropriate experience of looked after children therapeutic needs. • Inform the commissioning of local services. • Leads to interventions tailored to the C/YP.
<p>c) Person centred</p>	<p>The child and young person:</p> <ul style="list-style-type: none"> • Is informed of the reason for the assessment and how their information will be used. • Feels included in key decisions made as a result of the assessment. • Is given, as far as possible, choice over the assessment process (e.g. location, nature of assessment, sex of assessor, how their information is used). • Feels treated sensitively by all of the members of the team. • Is given an opportunity to provide feedback on the assessment process.

2.5 In addition, the Contractors shall ensure that: the **voice of the child remains paramount** throughout the study; **linkages to complementary programmes of work** (e.g. the Integrated Personalised Commissioning looked after children pilots) are made to enable the testing and evaluation of whole pathways and the synergies between these; and that **close working relationships are forged between the evaluator, delivery partner and DfE**, to engender a collaborative approach to the pilot design, delivery and evaluation.

3. METHODOLOGY

3.1 The Contractor shall employ a multi-method approach to collect four main types of data and assess a set of inter-related data with the following elements:

- i. Phase 1: Scoping and design stage;
- ii. Phase 2: Longitudinal case studies of multi-agency representatives;
- iii. Phase 3: Longitudinal research with looked after children and families;
- iv. Phase 4: Cost data collection;
- v. Phase 5: Expert review panel; and,
- vi. Phase 5: Reporting and communication

3.2 The Contractor shall seek to collect four main types of data – process, assessment/planning, outcome/impact and cost data. This shall be gathered from families and looked after children taking part in the pilots, multi-agency

representatives based in the pilot sites, assessment and planning paperwork, members of the expert review panel, as well as from administrative and secondary data sources.

3.3 The Contractor shall require a clear and agile research design and delivery to ensure that all elements of the evaluation are aligned, evolve over the duration of the study and that the data collected can be brought together to form a collective picture of the effectiveness of the pilot.

3.4 The methodology for each component is detailed below. The detail and exact timings of the each element will be co-designed with DfE, the delivery partner and the pilots and confirmed following the scoping and design phase.

i. PHASE ONE: SCOPING AND DESIGN PHASE

3.5 The Contractor shall design the scoping and design phase to develop an in-depth understanding of the aims of the pilots, their objectives, the context in which the pilot is being developed and their proposed approach. The Contractor shall feed the learning into the development of the research in the subsequent strands.

3.6 During this phase the Contractor shall ensure collaborative working between the Contractor and DfE, Delivery Partner and the Pilots through regular communication by phone and aligning meetings where necessary and appropriate.

3.7 Whilst the overarching objectives of the pilots are clear, their shape in terms of what will be offered, to whom, where, to what purpose and the extent to which this differs from what is currently being delivered (their business as usual approach - BAU) is yet to be defined. The Contractor shall therefore be aware of these uncertainties and ensure these are considered and at highlight the for the evaluation to the Department.

3.8 The Contractor shall undertake a scoping phase that will involve:

1. Desk research to review all the pilot documentation.

3.9 This will provide an in-depth understanding of the pilot context, intentions and expected outcomes; what types of data are available, how these can be accessed, frequency of collection and methodological limitations. The Contractor shall:

- Review all available pilot documentation, e.g., bids/ applications and implementation plans) to build an in-depth understanding of the local context, their 'business as usual', planned activities and aims;
- Map all available administrative, secondary and cost/financial data that could be used to inform the evaluation. This will include examination of local administrative datasets, nationally collected Management Information (MI) data (e.g. the Children Looked After and National Pupil datasets) and local cost data, to assess what can be drawn from existing datasets and the extent

to which we will need to design supplementary primary data collection processes; and,

- Assess the data available from existing datasets and the need for supplementary primary data collection.

2. Undertaking scoping interviews with the pilot sites.

3.10 The Contractor shall design the scoping interviews to provide an in-depth understanding of pilot context and intentions and expected outcomes; to understand what types of data are available, how these can be accessed, frequency of collection and methodological limitations; and to further the development of comparator group approach. The Contractor shall also provide an initial development of consent process for looked after children and their families/carers, and the development of the evaluation and research tools.

3.11 The Contractor shall:

- undertake up to ten telephone scoping consultations (one per pilot area) with each of the pilot leads, to build an understanding of their pilot, discuss initial thinking about the evaluation approach, understand the local context, motivations, key stakeholders and intentions of the pilots. This initial contact will also enable us to begin the building of a collaborative relationship with each area and to gather their views on whether our initial evaluation approach is felt to be appropriate and feasible (e.g. potential development of comparator groups).
- consider the following areas as part of the scoping interviews:
 - How the selected screening and assessment tools will be used and with whom?
 - Who will be involved and why?
 - BAU and extent to which the pilot activities are different
 - What the pilot is seeking to achieve and how they intend to measure this?
 - What services are commissioned to support looked after children?
 - Data collection, consent processes and comparator group development

3. Developing an iterative robust evaluation framework.

3.12 The Contractor shall use the scoping phase data to inform the development of an evaluation and analytical framework - building on the initial evaluation framework developed for this proposal. The framework will be designed to address and expand on the various research questions set out in the brief and focus on the system and the looked after children, their families/ carers and will be used to inform the design of the evaluation research tools, and based on the proposed outline framework set out in the tender.

4. Considering the development of the research tools.

3.13 As the study will develop iteratively, the Contractor shall develop the research tools according to need. The Contractor shall ensure the research is appropriately informed by existing knowledge and designed in line with contemporary requirements of the pilots. The Contractor shall consider a suite of tools to be developed that includes:

- Online tracking survey of families and looked after children;
- Case study topic guides (staff and families/looked after children);
- Comparator approach and data collection tools; and
- Cost data collection template.

5. Selecting of case studies areas.

3.14 The Contractor shall select six pilot sites to take part in the case study research. The pilot sites will be selected in consultation with DfE, and criteria agreed, to ensure the evaluation activities are embedded from the outset of delivery of the pilots. The Contractor shall use the following selection criteria:

- historic average of number of children taken into care (and the type of care orders and category of need), and target no area committed to take through the pilot
- Selected pilot approach and their historic/BAU approach
- geography (rural/urban)
- levels of deprivation (IMD scores)
- socio-demographics characteristics of population (BME, ESOL, no of child asylum seekers)
- commitment and readiness to participate

6. Considering the inclusion of a comparator group in the evaluation.

3.15 The contractor shall identify a means by which comparable information can be gathered from a group of children who are exposed to less comprehensive approaches. This could include comparison of screening assessment score and referral pathways; experiences of looked after children and their carers; and/or the resultant outcomes.

3.16 The Contractor shall consider the feasibility, practicality and added value in consideration with the DfE and pilot areas during the scoping and design phase. The Contractor shall take into account: possible sources of comparators, areas for comparison, and other issues, for example, consent and capacity collect the relevant data, and timeliness and availability of data to allow for the detection of plausibly sized impacts.

3.17 The contractor shall allow 13 days of the team's time to collect and review the comparator data.

7. Setting up the expert review group.

3.18 The Contractor will convene a panel of four external subject experts, as well

as relevant IROs and specialist CYPMHS staff from each of the pilot areas.

8. Report from the scoping phase.

3.19 The Contractor shall produce a report from the scoping and design phase that seeks collective input and agreement on:

- *The number and range of tools (& resultant pathways) that are delivered across the pilots and the numbers (and where relevant, sub-set) of children that each commits to work with*
- *The design of the pilot bid and subsequent planning templates, to ensure the information provided is of benefit to all parties, e.g. asking areas to provide: a description of how what they intend to deliver differs from their BAU; initial indications of metrics they envisage will be collected to demonstrate their outcomes and impacts; a breakdown of the funding required to deliver the pilot; and information about the supporting administrative infrastructure required to facilitate this*
- *Specific clauses for inclusion in the pilot contracts, to ensure they are obligated to engage with and help facilitate the evaluation process, e.g. collection and submission of metrics data, engagement of independent review officers (IROs) and specialist children and young people’s mental health service (CYPMHS) staff in the expert review process (see below for more details)*
- *KPIs and metrics (with the pilots) that will be used to measure the outputs and outcomes (and potentially the impacts) that occur as a result of the pilots, the reporting requirements associated with these (where we have assumed that the MI information will be reported to the Delivery Partner and subsequently shared with DfE and the evaluation team), and the consent and transfer processes that will be used to share this information on a regular basis (including careful consideration of the implications of the forthcoming GDPR regulations)*
- *Consideration of how to effectively and appropriately collect all the required evaluation information, including careful thought around when to administer each of the research tools, to both maximise the information collected and minimise the burden placed on research participants, and the complementary information collection activities of the delivery partner*
- *A joint engagement and communication strategy (with the delivery partner) to minimise duplication, ensure consistency in our approach and maximise any synergies that are identified.*

SCHEDULE OF WORK

Task	Output	Date Required
Attend inception meeting to agree programme of work and timetable, and a follow up	Note summarising discussion and agreed work plan and design phase	July 2018

Task	Output	Date Required
meeting with the Delivery partner		
Collaborative working with the DfE, Delivery Partner and the pilot	Co-design of the commissioning and development of the pilots	July to December 2018
Review pilot documentation and map available administrative, secondary and cost/financial data	In-depth understanding of pilot context and intentions and expected outcomes <ul style="list-style-type: none"> • Understanding what types of data are available, how these can be accessed, frequency of collection and methodological limitations • Initial development of comparator group approach 	September to October 2018
Undertake scoping interviews with pilot areas	Inform development of the evaluation and research tools and report findings in the scoping phase report	October to November 2018
Develop evaluation framework and research tools	Submit evaluation and analytical framework to DfE client) to include: <ul style="list-style-type: none"> • Agreed comparator group approach • Suite of evaluation tools • Agreed selection of case study areas 	November 2018
Draft ethics committee toolkit	Submit to DfE ethics committee.	December 2018
Set up the expert review group	Expert review group set up and terms of reference agreed	November to December 2019
Scoping report and briefing note to pilot areas	Submit draft scoping report and briefing note for pilots	December 2018

ii. PHASE TWO: LONGITUDINAL CASE STUDY VISITS WITH MULTI-AGENCY REPRESENTATIVES

3.20 The Contractor shall design the longitudinal case studies to gain an understanding of the: development of the pilots; lessons learned from implementation; successes, challenges and how these were overcome. This strand of work shall include the Contractor undertaking:

- One annual face to face case study visits in six pilot areas; and,
- Two annual telephone catch ups in six pilot areas.

3.21 The Contractor shall focus the longitudinal case studies to understand:

- the context of the pilots,
- ascertain where strengths and weaknesses lie in relation to the pilots and wider landscape.
- explore how these are impacting on how assessments are conducted, by whom, when, to what effect and explore the impact (if any) on operations and interactions with other stakeholders; and,
- engaging with the children and young people involved in the pilots.

3.22 The Contractor shall engage a wide variety of multi-agency representatives via the conduct of a set of multi-agency, multi-mode and longitudinal case studies. The Contractor shall involve a wide range of agencies and stakeholders in the case studies, e.g., social care, health and education, and including local authorities, social workers, Clinical Commissioning Groups (CCGs)/health professionals, schools/designated teachers and virtual school heads, parents/ carers, foster carers and children.

3.23 Case studies will be undertaken by a designated lead from the evaluation team and involve a total of six days per area for the case study visits, including: two annual face-to-face visits and four supplementary calls with the pilot lead/team (and potentially 1-2 others) to gather progress updates and lessons learnt.

3.24 During which the Contractor shall:

- undertake qualitative interviews (using a mix of one-to-one consultations and multi-agency group interviews, depending on what is appropriate) with key strategic and operational stakeholders, including CCGs, NHS children and young people's mental health services, schools and partner organisations;
- the collection of documentary evidence and data of programme design documents to supplement understanding of models;
- The collection of management information (MI) building on the information that pilots will be collecting, for example, on how many children have been assessed under the pilots and information on access to interventions as a result of the assessments;
- A review of case records/MI (if possible) to understand who is using the service and demographics and needs;
- Structured research observations: to gain a deeper understanding of the context for joint professional working in these areas and to explore the challenges and success of the pilots. These observations could, for example, include cross-agency meetings or assessments of looked after children.

3.25 If applicable, the Contractor shall ensure that all non-case study pilots are allocated an evaluation lead, to assist their engagement in the evaluation.

Annual case study visits

3.26 **Wave one visit:** case study visits in the first year will take place 6 months after pilot areas have begun delivery. The visits in the first year will focus on the process of developing and implementing the pilot approaches and their perceptions

of the outcomes at the initial stages of implementation.

3.27 Wave two visit: case study visits will take place around a year after the first visits. These visits will provide an opportunity for stakeholders in the pilot areas to reflect on their experience of implementing the pilot approaches, lessons learnt (including discussion on capacity of CYPMHS to deliver a potentially increased no of assessments and subsequent actions), outcomes of the pilots, effects on the system and individuals and service use.

3.28 Annual case study visits will be supplemented with **two annual calls with the pilot lead/team** (=4 calls in total), to ensure we maintain contact with pilots and that we are able to track change over time.

3.29 Interviews will be digitally recorded (following appropriate consent) to ensure the capture of verbatim quotes, but all data will be anonymised and digital recordings electronically shredded at the end of the project.

SCHEDULE OF WORK

Task	Output	Date Required
Wave one fieldwork	Undertake case study visits	May to June 2019
Interim report: Wave one	Interim report covering an: In-depth qualitative understanding of pilot delivery; Barriers and critical success factors; Experiences and outcomes for service providers, commissioners and wider system.	December 2019
Wave two fieldwork	Undertake case study visits	May to June 2020
Interim report: Wave two	Interim report covering an: In-depth qualitative understanding of pilot delivery; Barriers and critical success factors; Experiences and outcomes for service providers, commissioners and wider system.	December 2020

iii. PHASE THREE: LONGITUDINAL RESEARCH WITH LOOKED AFTER CHILDREN AND FAMILIES

3.30 The Contractor shall design the longitudinal surveys to gather the view of looked after children and their families/ carers to understand and assess the experiences of children and families of the pilots and the health assessments. The Contractor shall use the longitudinal surveys and qualitative interviews with children and families/carers involved in the pilots over the two year period to measure their understanding and experience of the assessments, ascertain whether, or not, families and children felt their needs and preferences had been met, and their

understanding of the outcomes for the child/family as a result of the piloted approach.

3.31 The Contractor shall undertake this phase using:

- a) Longitudinal surveys of looked after children and their families delivered across the pilots; and,
- b) Supplementary face to face (x36) in-depth qualitative interviews with looked after children and their families/ carers undertaken across the six case study areas;
- c) The collection and analysis of comparator data.

a. Longitudinal online surveys of looked after children and their families/ carers

3.32 The contractor shall design the longitudinal surveys to learn about experience of participation, resulting support and outcomes. The Contractor shall gather the views of looked after children and their families/carers via two waves of online survey (delivered across the pilots). The two-wave survey will be co-designed by SQW and Qa, in conjunction with expert advice provided by the NIS, DfE, the research advisory group and the pilot areas. The surveys will include distinct sections for the carer and looked after children to complete to ensure both sets of views are gathered.

Questionnaire design

3.33 The Contractor shall administer the online survey using Computer-Assisted Web Interviewing (CAWI). The system will ensure all questions have an answer before submission thus increasing quality of data.

3.34 The Contractor shall design the content of the questionnaire in collaboration with the Department and the project's advisory group to ensure the research questions in the ITT are addressed.

3.35 Once the online (CAWI) surveys are finalised these would be set up on Qa's Askia system². Surveys are designed to be user-friendly, visually appealing, apply routing directly and enforce answers to every relevant question. CAWI surveys are set-up on an html platform and surveys can be completed on mobile devices and tablets.

3.36 The Contractor shall email unique survey links to each contact. The Contractor shall issue two reminder emails per wave (to the carer) to those who have not completed the survey. The reminders will be tailored according to how someone has interacted with the survey (e.g. not opened link; opened but not completed; partially completed). As unique links would be administered Qa will track completions and ensure anyone completing the survey is not unnecessarily contacted again. Both waves of the survey will be administered on a rolling basis,

² ██████████ system holds the data in the UK only.

with the first disseminated at around 1-3 months after a child is taken into care, and the second 6 months later.

3.37 The Contractors shall run the online surveys on a rolling basis, from when the pilots are live: wave one from January 2019-September 2019 and wave two from September 2019 to September 2020. The Contractor shall analyse the survey data between October to December 2019 and 2020 (to feed into the progress and interim report).

Survey design

3.38 The Contractor shall create two surveys in one, so that the carer can complete the initial survey before asking the looked after child to complete their element of the survey (with consent). The Contractor shall emphasise in all materials discussing the evaluation, and on the survey itself, that participation is voluntary and a question shall be included to check that both the carer and looked after child understand what they are being asked to take part in and that they give permission for their responses to be used as part of the evaluation – anyone saying no would be routed out of the survey as it is imperative to have informed consent. We recommend that to count as a 'completion' for wave 1 in particular, both the carer and the looked after child/ren need to complete the survey.

3.39 The carer will be asked to support the looked after children to complete the section of the survey designed for them. The survey text will provide some guidance for the carer in doing this, e.g. emphasising the importance of providing support and explanation of questions whilst still ensuring that the looked after children provides the answer him/herself.

3.40 A key part of securing engagement is ensuring that the surveys are fit for purpose and not burdensome to complete or considered as something that will be detrimental to the wellbeing of the looked after children. To this extent whilst the evaluation team will produce draft surveys these will very much be open to peer review and debated with experts from the NIS, the pilot areas and the DfE, to fine tune and debate the merit of each question. The surveys would predominantly consist of closed questions and the use of validated measures would be considered. It is good practice to include at least one open-ended question so that looked after children and carers have the opportunity to include any further information that doesn't fit neatly into a closed question especially given the sensitive nature of the research.

3.41 The Contractor shall create two versions of the survey for the looked after children – one would be geared towards 5-8 year olds, the other for those aged 9 and above. Both surveys would use Plain English with visuals such as smiley faces as response options particularly for the 5-8 year old survey. We have capacity to add images to increase the attractiveness of the survey to young people

Timing of dissemination of the two survey waves

3.42 The Contractor shall carefully consider the timing of the two survey waves during the scoping and design stage, to ensure that: the wave one survey is sent out after the pilot screening and any comprehensive assessments have been undertaken (to enable assessment of experience and outcomes) and at a point at which it is likely that the looked after children has reached a point of relative stability in their care placement (to ensure the research is conducted in a sensitive and appropriate manner); the wave two survey is disseminated at a point at which resultant outcomes can be established, participants are able to sufficiently recall the initial assessment and planning process and we are able to minimise attrition (likely be around 6 months post wave 1); and both waves of survey are disseminated to looked after children and their families at similar points in their journey, to ensure comparability of the findings.

Response rates

3.43 The Contractor shall work to ensure the response rates are as high as possible, through:

- Being clear from the outset when establishing consent for contact details to be shared that this would be a two-wave survey
- Clearly stating why taking part is important
- Keeping the surveys as succinct as possible – using Plain English and making sure there are engaging to complete by looked after children in particular:
 - Allowing enough time to complete the surveys – suggest asking people to complete within two weeks (with flexibility to allow an extra week after a final reminder at the two-week point)
 - Issuing reminder emails to carers (we suggest no more than two reminders per wave) and ensuring these are tailored – e.g. if some have partially completed a survey we would acknowledge this and prompting completion/checking that there aren't barriers to finishing this off (trying to secure reasons for non-completion to ensure any issues we can help resolve are dealt with).

3.44 The Contractor shall work with the following estimates:

- Anticipate that c.30% of the participating pilot population will provide consent to take part in the survey element of the evaluation, and
- The Contractor shall achieve a 50% response rate in wave one and a 60% response rate in wave two.
- Using the figures set out in paragraph 26 of the ITT, the Contractor estimates a minimum population of 3,500 children and their carers take part in the pilot (if whole populations are participate).

3.45 The Contractor shall ensure that all families that take part in the pilot will be offered the opportunity to participate in the evaluation. The contractor will work with the delivery team to ensure that they, and the pilot sites, understand the importance of having a suitable large number of programme participants

Gaining consent

3.50 The research will rely on delivery staff in the pilot areas getting informed consent carers and looked after children to be contacted about the evaluation. To do this it is key that staff in the pilot areas have buy-in to the evaluation, are engaged from the beginning and fully understand what is being asked of them and the carers and looked after children. It will therefore be key for the evaluation team to develop good rapport with staff from the outset and for the evaluation team to provide clear explanatory materials to aid the consent process, so that they are confident in what will essentially be an additional 'recruitment' task for them. This relationship will be built between the designated evaluation and pilot leads.

3.51 The Contractor shall prepare informed consent forms which will be shared with the relevant staff in the pilot areas to gain consent for participation in the research. The forms will explain the aims and purpose of the research in clear and simple terms and include a version for carers as well as one that can be shared with children and young people. Carers willing to take part would complete the consent form and provide contact details (name, email and telephone number).

3.52 For the looked after children, the contractor shall seek consent from the carer for those aged under 16 – the form will ask the carer to confirm that they have discussed this with the child and can confirm that they (and the child) consent to take part in the survey. Looked after children aged 16-18 will be asked to sign their own consent forms. The Contractor shall supply all documentation should to the pilot areas. The online survey itself shall include questions to reaffirm consent to participate (for the carer and on behalf of looked after children under 16, and for looked after children 16-18 separately) and provide the option to opt out. The Contractor shall ask (at the end of the survey) carers to provide consent to be re-contacted to be invited to participate in the qualitative stage (for themselves and their looked after children under 16) and the question will be asked separately for looked after children aged 16-18.

Data analysis

3.53 The Contractor shall provide regular progress reports to the DfE for the survey during fieldwork (e.g. response rates).

3.54 The Contractor shall undertake analysis of the survey data that feeds into the two annual reports. The Contractor shall provide descriptive statistics, sub-group analysis (where possible) and examine the qualitative responses through the lens of the key lines of enquiry identified.

b. IN-DEPTH QUALITATIVE INTERVIEWS WITH LOOKED AFTER CHILDREN AND FAMILIES/CARERS

3.55 The Contractor shall gather an in-depth understanding of the views of looked after children and their families/carers to learn about hopes/expectations, experience of participation and resulting support, outcomes, additional insights. The

Contractor shall undertake qualitative face to face interviews with three looked after children and their carers per site and per wave across the six case study areas (i.e. 18 interviews per wave and 36 interviews in total).

3.56 Using the sample of survey respondents who have consented to take part in the qualitative study, the Contractor shall develop a preferred sample of cases (to include a mix of types e.g. socio-economic profile, geography) to invite to participate in a case study. The Contractor shall oversample in order to ensure that we have back-up cases should participants change their minds or become unable to take part.

3.57 The carers/looked after children selected for case studies will receive an information leaflet explaining the nature of the research and what will happen on the day. They will be asked to complete the relevant consent forms and return them to us – we will follow up by telephone to check this information has been received and understood and to answer any questions/gather information on any specific communication needs that the carer or looked after children might have. Once we have received the signed consent forms we will phone to arrange a date/time for the visit. This information will also be sent in the post/via email as preferred.

3.58 Each visit will last c.90 minutes and will use a discussion guide developed with SQW to ensure that the key topics are covered. The main part of the visit will include discussion with the carer and looked after children together but alongside this we will develop some age appropriate exercises to gather feedback from the looked after children themselves (e.g. draw and write exercises) and we will also provide a simple feedback sheet for the carer to note down any issues of importance that they do not feel comfortable discussing in front of the looked after children. Where possible we will provide the opportunity for the looked after children and carer/s to spend some time with our researcher 1:1 but the decision on this will be taken on the day depending on what the carer/looked after children feels comfortable with.

3.59 Although we will have a list of topics that we need to cover, we will adopt a flexible approach and will encourage/support the carer/looked after children to share their experiences more widely. Adopting too restrictive an approach may result in missing out on any valuable but unintended outcomes arising from their experiences of the assessment process.

Qualitative analysis

3.60 The Contractor shall organise and analyse responses from the qualitative interviews systematically.

c. COLLECTION AND ANALYSIS OF COMPARATOR DATA

3.61 Building on the information collected during the scoping phase the Contractor shall design the collection and analysis of comparator data to improve the robustness of evaluation through learning about children not involved in pilots – potential to understand net difference and attribution. The collection of comparator

data will be guided by the approach developed in the scoping and design phase (see Chapter 4). This will likely include collection and analysis of:

- Screening assessment banded scores and resultant pathway;
- Resultant outcomes e.g. attendance and exclusions.

3.62 Data will be collected, analysed and reported annually to ensure we are able to gather sufficient data to provide meaningful analysis and to minimise the research burden placed on the pilot areas. The team has sophisticated analysis capability, which will be deployed as required following confirmation of the approaches to be used.

SCHEDULE OF WORK

Task	Output	Date Required
Online surveys		
Wave one: Design research instruments for online survey	A set of agreed research tools	October to December 2018
Wave one fieldwork: online survey – rolling fieldwork	Online surveys issued	January 2019-September 2018
Wave two: fieldwork: online survey – rolling fieldwork	Online surveys issued	September 2019 to September 2020
longitudinal case studies		
Design research instruments for Wave one case studies	A set of agreed research tools	April to June 2019
Wave one: in-depth qualitative case studies with looked after children and carers	Undertake fieldwork	July to September 2019
Design research instruments for Wave two case studies	A set of agreed research tools	April to June 2020
Wave two: in-depth qualitative case studies with looked after children and carers	Undertake fieldwork	July to September 2020
Wave one: annual analysis	Comparison of progress and outcomes of the pilot with a group of children exposed to less comprehensive approaches	October to December 2019
Wave two: annual analysis	Comparison of progress and outcomes of the pilot with a group of children exposed to less comprehensive approaches	October to December 2020
Interim report	Draft interim report	December 2019
Final draft report	Draft final report	April 2021

iv. PHASE FOUR: COST DATA COLLECTION

3.63 The Contractor shall design the collection of cost data develop an understanding of the costs of set up and delivery of the pilots against business as usual, and the potential to assess value of new approaches. The Contractor shall:

- Undertake an annual collection and analysis of cost, comparator and survey data.

3.64 The Contractors shall design a self-completion template to be completed by all pilot areas on an annual basis, with support from the designated evaluation leads on hand to support data collection queries.

3.65 The Contractor will collect and assess the additional financial and time-based resource that is required to deliver the pilot assessment approaches, to understand the associated cost implications and extent to which successful approaches can be sustained and replicated. This information will be collected from all pilot areas using a simple self-completion cost-template and where possible, will also draw on secondary data (e.g. NHS agenda for change pay scales).

3.66 The Contractor shall also seek to understand whether better up-front assessment leads to an increase in additional comprehensive assessments being undertaken, and the associated cost implications of this. This will in turn be balanced against any potential savings that may be experienced over the longer-term.

SCHEDULE OF WORK

Task	Output	Date Required
Design cost data collection tools	A set of agreed cost data collection tools	August to September 2019
Wave one: collection of cost data	Undertake data collection	October 2019 to December 2019
Wave two: collection of cost data	Undertake data collection	October 2020 to December 2020
Progress report	Include findings from wave 1 data collection in the draft progress report submitted to DfE	April 2020
Draft final report	Include findings from both wave 1 and 2 in the draft final report submitted to DfE	April 2021

iv. PHASE FIVE: EXPERT REVIEW PANEL

3.67 The Contractor shall design the expert review panel to test the quality of the assessment and provide an independent view of their quality and on the extent to

which the meet the aims of the pilot. The expert review panel will also aim to understanding of thoroughness, quality, accuracy, timeliness, and extent to which assessments are person-centred and needs-focused by:

- Reviewing 36 assessments by the expert panel.

3.68 To gauge the quality of the assessments, the expert panel will examine all the information available in relation to the 36 looked after children and carer case studies including their assessments, MI data, case studies, and survey data. Considering all the evidence will allow the panel to take an informed view of the quality of the assessments without actually being present at the assessments.

3.69 The key challenge here will be to ensure that those undertaking the review are able to triangulate the assessment information with contextual, experience and outcome, and individual pilot based expertise to enable the provision of informed views.

3.70 The Contractor shall ensure that this element of the research is aligned with both the survey and qualitative interviews we intend to undertake with looked after children and their families/carers. This will enable triangulation of a diverse set of information from a sample of 36 families and therefore form the basis for a well-rounded independent judgement to be made about the quality of each of the assessments7.

3.71 The expert review panel shall be made up of four external subject experts – three practitioners from the NIS and one personalised care expert, [REDACTED] – and the relevant IROs and specialist CYPMHS staff from each of the pilot areas. The Contractor shall work with the panel to co-design the review process. At this point in time, the Contractor shall further develop the key outcomes and measures that are set out on page 7 of the ITT, to produce a scale against which each of the six assessment criteria will be reviewed.

3.72 Two annual sets of reviews will subsequently be undertaken, to mirror the qualitative fieldwork we plan to undertake with looked after children and their families/carers. Each will involve a virtual review of 18 assessments and their associated contextual, experience and outcome-related data, followed by the convening of a half-day workshop which brings together the complement of scaled reviews, provides an opportunity for discussion and to gather consensus.

SCHEDULE OF WORK

Task	Output	Date Required
Design the scaled tool to be used to review the assessments	A set of agreed scales and tools for the assessments	January to February 2019
Annual expert review of 18 assessment	Undertake the review of assessments	October 2019 to December 2019

Task	Output	Date Required
Annual expert review of 18 assessment	Undertake the review of assessment	October 2020 to December 2020
Interim report	Feed findings into the interim report	December 2019
Draft final report	Feed findings into the draft final report	April 2021

v. PHASE SIX: REPORTING AND COMMUNICATION

3.74 The Contractor shall deliver the following outputs during the lifetime of the evaluation, whilst being mindful of the focus on the original key questions for evaluation:

- A **scoping report** in December 2018
- **Five progress reports** to the DfE that bring together available evidence from all elements at the following approximate times:
 - April 2019
 - August 2019
 - April 2020
 - August 2020
 - December 2020
- **An interim report** in December 2019;
- **A final report** for DfE publication submitted in April 2021 and agreed by June 2021; and,
- Regular informal and formal communication with DfE, Delivery Partner and the Pilots.

3.75 All data triangulated as set out in the analytical framework designed during the scoping and design phase and used to inform regular updates to the client and formal reports (see Chapter 7). An interim report will provide emerging findings in Word or PPT as agreed with the client. The final evaluation report will provide a synthesis of the totality of the research to inform future developments at a local/national level.

3.76 The Contractor shall deliver drafts to the DfE for comment and each of these reports shall include key clear findings, recommendations and products to inform ongoing policy development and for the Sector as the fund and other key variables such as regionalisation progress.

3.77 All reports shall be produced for colleagues at DfE in the format required, including an executive summary and key findings relating to each of the questions for the evaluation as well as recommendations for Government and the Sector.

3.78 The Contractor shall also share finalised products that have emerged during

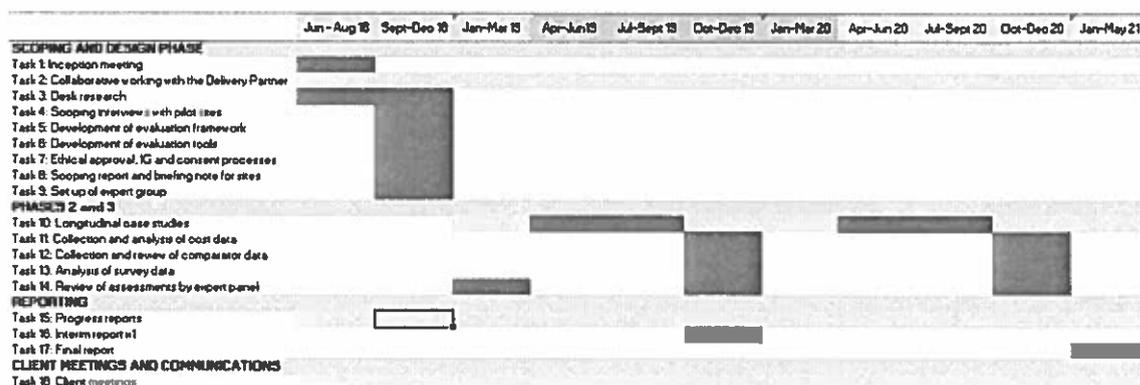
the lifetime of the evaluation with a range of stakeholders. The Contractor shall also present the findings to the DfE and the Advisory Group, and with DfE's approval to a range of national leaders as required at each key stage of the evaluation.

3.79 The Contract allows for drafting, quality assurance and responding to comments, to produce a high quality final document suitable for publication.

3.80 The table below shows timetabled points at which the Contractor shall provide draft (unless otherwise specified) interim or full findings to the Department.

SCHEDULE OF WORK

Task	Output	Date Required
Regular progress updates		Monthly between June 2018 and June 2021
Scoping phase report	Delivery of draft report for comment	December 2018
Progress report one	Delivery of final agreed report	April 2019
Progress report two	Delivery of final agreed report	August 2019
Progress report three	Delivery of final agreed report	April 2020
Progress report four	Delivery of final agreed report	August 2020
Progress report five	Delivery of final agreed report	December 2020
Interim report	Delivery of draft report for comment	December 2019
Final report - draft	Delivery of draft report for comment	April 2021



4. Staffing

4.1 SQW shall be the lead contractor for this contract:

- Director, [REDACTED] will be responsible for the overall delivery of the contract, and provide overall management and

direction. [REDACTED] will have overall accountability for the delivery of the contract requirements, and responsibility for quality assuring all evaluation activity, learning strands and outputs. [REDACTED] will be responsible for ensuring the availability of team members. [REDACTED] will contribute at relevant meetings, presentations and learning activities.

- **Project Manager,** [REDACTED] [REDACTED] [REDACTED] will oversee the day-to-day evaluation delivery and will provide a single point of contact and communication with the Department throughout the evaluation, via regular telephone and written communication. Key responsibilities will include the day-to-day management of the study including regular internal monitoring of progress against milestones and budget, frequent informal liaison with the client-side project manager, to provide updates on progress, discuss issues arising and how these will be overcome, and emerging findings, plus liaison with the Delivery Partner.

4.2 The Contractor shall deploy the following senior researchers on this contract:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

4.3 Following the contract, the Contractor shall put in place legal subcontractor agreements with the National Implementation Service (NIS), Qa Research (Qa), and [REDACTED] [REDACTED] covering roles and responsibilities, deliverables and timescales, and required standards in terms of data protection, quality and ethics.

- The National Implementation Service will provide expert input to guide the design of the evaluation and quality assurance of reporting outputs, and three practitioners to sit on the expert review panel.
- Qa Research (Qa) will lead on the delivery of the looked after children and carer survey and qualitative interviews.
- [REDACTED] [REDACTED] is a personalised care expert who will form part of the expert review panel.

4.4 The Contractor shall develop a Subcontractor Agreement to underpin the working arrangement, which will be signed following contract agreement. This will state the intention of all partners to follow key principles in delivering all activities relating to this study, and protocols in terms of maintaining contact.

4.5 The following delivery staff will be involved as part of the Contract:

Qa Research

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

National Implementation Service (NIS)

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Independent

- [REDACTED]

4.6 The Department for Education shall deploy the following individuals on this contract:

- [REDACTED] will be the Project Manager for this Study. [REDACTED] will be responsible for the day-to-day management of the project, ensuring the project keeps to time and budget, reviewing fieldwork tools and reports and working closely with the contractor to ensure the objectives of the study are fulfilled.
- [REDACTED] will work closely with the Project Manager reviewing fieldwork tools and reports and liaising with the contractor to ensure the research is responsive to inform policy development.

5. STEERING GROUP

5.1 The DfE Project Manager shall set up a steering group for the Project, consisting of representatives from the Department, the Contractor, and any other key organisations whom the project will impact on, to be agreed between the parties. The function of the steering group shall be to review the scope and direction of the Project against its aims and objectives, monitor progress and efficiency, and assess, manage and review expected impact and use of the findings from the Project against an agreed Project Communication Plan, through the standard Department Communication Plan Template. The Committee shall meet at times and dates agreed by the parties, or in the absence of agreement, specified by the Department. The Contractor's representatives on the Steering Committee shall report their views on the progress of the Project to the steering group in writing if requested by the Department. The Contractor's representatives on the steering group shall attend all meetings unless otherwise agreed by the Department.

6. Risk Management

Risk	Likelihood	Possible impact	Proposed response
Lack of engagement from pilots	Low	Low	<ul style="list-style-type: none"> The Contractor will seek to establish collaborative relationships with all pilots through early scoping interviews, which will seek their views on the appropriateness and feasibility of the evaluation approach. The Contractor shall also seek to include clauses in pilot contracts, which commit them to supporting the evaluation.
Level of diversity in piloted tools and pathways limits comparability MI data collected by the Delivery Partner does not meet the requirements of the evaluation	medium	High	<ul style="list-style-type: none"> The Contractor will develop a consensual and trusted relationship with DfE and the delivery partner during the scoping stage to facilitate a constructive conversation about how what is done influences what can be measured. We would recommend a co-design process for the pilots to ensure effective evaluation is possible e.g. that the MI data contains information that meet the requirements of all parties.
Insufficient throughput of CYP limits analysis that can be undertaken and possibilities for comparator group	Low	High	<ul style="list-style-type: none"> The pilot co-design and commissioning process will ensure that throughput of looked after children and their carers is carefully considered and that where possible, minimum target numbers are set for each pilot area. In addition, collaborative working with DfE, the delivery partner and pilot areas will ensure good communication about throughput, and enable us to put in place mitigating actions if throughput falls below expectations.
Pilot approaches simply scale up effective BAU which limits the extent to which effective comparator groups can be developed	medium	Medium	<ul style="list-style-type: none"> Options around how to assess the comparative output and outcomes of the pilots will be reviewed during the scoping and design phase, and if required supplemented to accommodate this issue e.g. to draw comparison from a historic group

			constructed outside the pilot areas (as far as this is possible, within the resource envelope)
Difficulties in obtaining consent from looked after children and carer participants and non-participants, reducing the numbers that take part in the evaluation Seeking consent to gather, access and analyse multiple dataset from looked after children and their carers may reduce the level of consent that is acquired	Medium	medium	<ul style="list-style-type: none"> • The Contract and it's sub-contractors will work together to build collaborative relationships with the pilot areas to support the local administration of gaining consent. • Maintain regular contact with the areas, via the designed evaluation team leads, to ensure we are alerted to any local challenges that arise and work with the areas to resolve these. • Develop consent processes to engage vulnerable groups, and work with the DfE and pilots to co-design these processes to ensure they are sensitive and appropriate (which will also be subject to DfE ethical approval). • Consent processes will be iterative in their nature i.e. will seek consent to gather the totality of data at an appropriate point after each child is taken into care, and seek to reaffirm this consent at the beginning of each element of the research
Low response rates to the looked after children and carer survey and high levels of attrition from wave one to wave two	medium	Medium	<ul style="list-style-type: none"> • Response and attrition rates will be managed in the following ways: • Being clear from the outset when establishing consent for contact details to be shared that this would be a two-wave survey • Clearly stating why taking part is important • Keeping the surveys as succinct as possible – using Plain English and making sure there are engaging to complete by looked after children in particular • Allowing enough time to complete the surveys – suggest asking people to complete within two weeks (with flexibility to allow an extra week after a final reminder at the two-week point)

			<ul style="list-style-type: none"> • Issuing reminder emails to carers (we suggest no more than two reminders per wave) and ensuring these are tailored – e.g. if some have partially completed a survey it would be a case of acknowledging this and prompting completion/checking that there aren't barriers to finishing this off (trying to secure reasons for non-completion to ensure any issues we can help resolve are dealt with).
Ability of expert panel to assess quality and accuracy of assessments is limited by not being present at any assessments	Low	medium	<ul style="list-style-type: none"> • Bring together a panel of highly expert professionals – both external and internal subject and operational experts (from the NIS, [REDACTED] and the IROs and specialist CYPMHS staff from the pilot areas) – to co-design a scaled review template against which assessments can be reviewed. • Align the review process with the qualitative interviews undertaken with 36 looked after children and their families (in the case study areas), to ensure reviewers are able to assess a comprehensive range of information for each looked after children and their carer. This will include their assessments, contextual, experience and outcome-related information, and the survey and qualitative views gathered during the interviews. This is a wide range of information for experienced professionals to consider and will mitigate any need to observe the assessment process (which could not be accommodated within the resource envelope)
Commissioning of the pilots is delayed which in turn pushes back the start date of the pilots	Low	Low	<ul style="list-style-type: none"> • The evaluation has been designed to be flexible in its nature and can therefore accommodate a delay in the commencement of the pilots
Delays with project deliverables	Medium	medium	<ul style="list-style-type: none"> • Ensure a strict project timetable is put in place and that all risks are identified, shared with the client,

			and referred to through-out the evaluation period. This will ensure the evaluation team can spot any risks likely to arise early.
Unexpected unavailability of team members	Low	Medium	<ul style="list-style-type: none"> • Staff have confirmed their availability to undertake the work in the required timescales, and SQW operates a Commitments logging system to help consultants manage their future commitments appropriately • In the event of team members becoming unavailable through sickness etc. we would be able to draw on other experienced resources available in SQW.
IT failure	Low	Low	<ul style="list-style-type: none"> • Project files are securely stored on SQW's central servers, which are backed up daily, in accordance with SQW's Information Security Policy.
Breakdown in the relationship with the delivery partner	Low	Medium	<ul style="list-style-type: none"> • Seek to establish a collaborative relationship with the delivery partner through early dialogue to seek their views on the appropriateness and feasibility of the evaluation approach. • Maintain an open and constructive dialogue with the delivery partner throughout the pilot period. • Develop a consensual and trusted relationship with delivery partner during the scoping stage to facilitate constructive conversations.

7. Data Collection

7.1 The Department seeks to minimise the burdens on Schools, Children's Services and Local Authorities (LAs) taking part in surveys.

7.2 When assessing the relative merits of data collection methods the following issues should be considered;

- only data essential to the project shall be collected;
- data should be collected electronically where appropriate/preferred;
- questionnaires should be pre-populated wherever possible and appropriate;
- schools must be given at least four working weeks to respond to the exercise

- from the date they receive the request; and
- LAs should receive at least two weeks, unless they need to approach schools in which case they too should receive 4 weeks to respond;

7.3 The Contractor shall clear any data collection tools with the Department before engaging in field work.

7.4 The Contractor shall check with the Department whether any of the information that they are requesting can be provided centrally from information already held.

8. CONSENT ARRANGEMENTS

8.1 The Department and the contractor shall agree in advance of any survey activity taking place the consent arrangements that shall apply for each of the participant groups. All participants should be informed of the purpose of the research, that the Contractor is acting on behalf of the Department and that they have the option to refuse to participate (opt out). Contact details should be provided including a contact person at the Department. Children who are 16 or over will usually be able to give their own consent but even where this is so, the Contractor, in consultation with the Department, should consider whether it is also appropriate for parents, guardians or other appropriate gatekeepers (e.g. schools, Local Authorities) to be informed when a child has been invited to participate in research.

9. PROJECT COMMUNICATION PLAN

9.1 The Contractor shall work with the Project Manager and Steering Group to agree the content of the Project Communication Plan on the standard Department Communication Plan Template at the start of the Project, and to review and update at agreed key points in the Project and at the close of the Project. The Communication Plan shall set out the key audiences for the Project, all outputs intended for publication from the Project, the likely impact of each output, and dissemination plans to facilitate effective use by the key audiences.

End of Schedule One

Schedule Two: Eligible expenditure**1 Eligible expenditure**

1.1 The Department shall reimburse the Contractor for expenditure incurred for the purpose of the Project, provided that:-

- (a) the expenditure falls within the heading and limits in the Table below; and
- (b) the expenditure is incurred, and claims are made, in accordance with this Contract.

Table

Project Milestone	Payment Amount	Payment Date
2018/19 financial year		
Completion of Scoping phase		December 2018
Total 2018-19		
2019/20 financial year		
Submission of second quarterly report		August 2019
Submission of interim report		December 2019
Total 2019-20		
2020/2021 financial year		
Submission of fourth quarterly report		August 2020
Submission of final report		March 2021
Total 2020-21		
2021/22 financial year		
Deliver of the final agreed report for publication		20 th April 2021
Total 2021-22		
Evaluation Total excluding VAT	£149,946	

Expenditure for the financial year 2018-2019 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2019-2020 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2020-2021 shall not exceed [REDACTED] exclusive of VAT.

Expenditure for the financial year 2021-2022 shall not exceed [REDACTED] exclusive of VAT.

Total Project expenditure shall not exceed £149,946 exclusive of VAT.

2 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 Project 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 accounts 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 submitted on the invoice dates specified in the Table, be detailed against the task headings set out in the Table and must quote the Department's Order Number. **The Purchase order reference number shall be provided by the department when both parties have signed the paperwork.** 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 Projects 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 to the **Department for Education, PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ** and/or by email to **APinvoices-DFE-U@sscl.gse.gov.uk**. Invoices submitted by email must be in PDF format, with one PDF file per invoice including any supporting documentation in the same file. Multiple invoices may be submitted in a single email but each invoice must be in a separate PDF file. The Department undertakes to pay correctly submitted invoices within 10 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 may 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 Project 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 Projects, 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 Project or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Project. The final invoice shall be submitted not later than 30 days after the date of completion of the Projects.
- 10** The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Projects 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 Two

SCHEDULE THREE: Terms and Conditions

1. Contractor's Obligations

- 1.1. The Contractor shall promptly and efficiently complete the Project in accordance with the provisions set out in Schedule One.
- 1.2. The Contractor shall comply with the accounting and information provisions of Schedule Two.
- 1.3. 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.
- 1.4. The Contractor shall inform the Department immediately if it is experiencing any difficulties in meeting its contractual obligations.

2. Department's Obligations

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

3. Changes to the Department's Requirements

- 3.1. The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 3.2. 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.

4. Management

- 4.1. The Contractor shall promptly comply with all reasonable requests or directions of the Project Manager in respect of the Services.
- 4.2. The Contractor shall address any enquiries about procedural or contractual matters in writing to the Project Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

5. Contractor's Employees and Sub-Contractors

5.1 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 5.1. 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:

5.1.1 10 days, where the Sub-contractor is an SME; or

5.1.2 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.

5.2 The Department shall be entitled to withhold payment due under clause

5.1 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 5.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.

5.3. 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.

5.4. 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.

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

5.6. If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in

accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall provide a suitable replacement (at no cost to the Department).

- 5.7. The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least four week's written notice to the Project Manager of proposals to change key employees or sub-contractors

6. Ownership of Intellectual Property Rights, Copyright & Licence to the Department

- 6.1. Ownership of Intellectual Property Rights including Copyright, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other materials prepared by or for the Contractor on behalf of the Department for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Contractor
- 6.2. The Contractor hereby grants to the Department a non-exclusive license without payment of royalty or other sum by the Department in the Copyright to:
- 6.2.1 to do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists; and
- 6.2.2 to exercise all rights of a similar nature as those described in Clause 6.2.1 above which may be conferred in respect of any Copyright Work by the laws from time to time in all other parts of the world
- 6.3 The Contractor now undertakes to the Department as follows:
- 6.3.1 not to assign in whole or in part the legal or beneficial title in any Copyright to any person, firm or company without the prior written consent of the Department the granting of which consent shall be at its absolute discretion.

- 6.3.2 to procure that the Contractor is entitled both legally and beneficially to all Copyright.
 - 6.3.3 to record or procure the recording on each and every Copyright Work the name of the author or authors and the date on which it was created and retain safely in its possession throughout the duration of the Copyright all Original Copyright Works.
 - 6.3.4 in respect of the Original Copyright Works to:
 - 6.3.5 supply copies on request to the Department the reasonable costs in respect of which the Department will pay; and
 - 6.3.6 allow inspection by an authorised representative of the Department on receiving reasonable written notice;
 - 6.3.7 to take all necessary steps and use its best endeavours to prevent the infringement of the Copyright by any person, firm or company which shall include an obligation on the part of the Contractor to commence and prosecute legal proceedings for any threatened or actual infringement where there is a reasonable chance of success and account to the Department after the deduction of all legal expenses incurred in any such proceedings for one half of all damages paid whether by order, settlement or otherwise.
 - 6.3.8 to waive or procure the waiver of any and all moral rights (as created by chapter IV of the Act) of authors of all Copyright Works be waived; and
 - 6.3.9 not to demand and to procure that where any further licences are granted by the Contractor otherwise than to the Department the Licensees thereof do not demand any payment in whatever form and from any person, firm or company directly or indirectly for the undertaking of any of the acts restricted by the Copyright (as defined in section 16 of the Act) in relation to any Copyright Work except in so far as any demand or payment received represents only the reasonable costs which might normally be incurred in respect of such an act.
- 6.4 The Contractor now warrants to the Department that all Works:
- 6.4.1 will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless the Department against any and all claims, demands, proceedings, damages, expenses and losses including any of a consequential nature arising directly or indirectly out of any act of the Department in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or

like right or other intellectual property rights (wheresoever).

- 6.5 The warranty and indemnity contained in Clause 6.4.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

7. Data Protection Act

- 7.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 4 by the Department and may not be determined by the Contractor.
- 7.2. The Contractor shall notify the Department immediately if it considers that any of the Department's instructions infringe the Data Protection Legislation.
- 7.3. The Contractor shall provide all reasonable assistance to the Department in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Department, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Schedule 4, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Department before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Department as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;

- (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
- (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Department or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:
- (i) the Department or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Department;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Department in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data;
- (e) at the written direction of the Department, delete or return Personal Data (and any copies of it) to the Department on

termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

- 7.5. Subject to clause 7.6, the Contractor shall notify the Department immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 7.6. The Contractor's obligation to notify under clause 7.5 shall include the provision of further information to the Department in phases, as details become available.
- 7.7. Taking into account the nature of the processing, the Contractor shall provide the Department with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7.5 (and insofar as possible within the timescales reasonably required by the Department) including by promptly providing:
- (a) the Department with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Department to enable the Department to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Department, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Department following any Data Loss Event;
 - (e) assistance as requested by the Department with respect to any request from the Information Commissioner's Office, or any consultation by the Department with the Information Commissioner's Office.

- 7.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Department determines that the processing is not occasional;
 - (b) the Department determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Department determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.9. The Contractor shall allow for audits of its Data Processing activity by the Department or the Department's designated auditor.
- 7.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 7.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Department in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Department;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - (d) provide the Department with such information regarding the Sub-processor as the Department may reasonably require.
- 7.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.13. The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 7.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Department may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information

Commissioner's Office.

8. Departmental Security Standards

- 8.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 8.2. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 8.3. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 8.4. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 8.5. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 8.6. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas

- 8.7 The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 8.8 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 8.9 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 8.10 Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 8.11 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.12 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Department.
- 8.13 Whilst in the Contractor's care all removable media and hardcopy

paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

- 8.14 When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 8.15 At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 8.16 Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 8.17 All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 8.18 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster

recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

- 8.19 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 8.20 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 8.21 The Contractor or sub-contractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Department.
- 8.22 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors, compliance with the clauses contained in this Section.
- 8.23 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 8.24. The Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the

necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).

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 Project 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 Project 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 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 Project 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 Project 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 performance of the Project.
- 9.4. Without prejudice to any other exclusion or limitation of liability in

this Contract, the liability of the Contractor for any claim or claims under this Contract shall be limited to such sums as it would be just and equitable for the Contractor to pay having regard to the extent of his responsibility for the loss or damage giving rise to such claim or claims etc.

- 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, it's 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. Freedom of information

- 12.1 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.
- 12.2 The Contractor shall and shall procure that its Sub-contractors shall:
 - 12.2.1 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;
 - 12.2.2 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
 - 12.2.3 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.
- 12.3 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.
- 12.4 In no event shall the Contractor respond directly to a Request for information unless expressly authorised to do so by the Department.
- 12.5 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:

- 12.5.1 in certain circumstances without consulting the Contractor; or
 - 12.5.2 following consultation with the Contractor and having taken their views into account;
 - 12.5.3 provided always that where 12.5.1 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.
- 12.6 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.

13. CONFIDENTIALITY

- 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 13.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 13.3.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2 Clause 13 shall not apply to the extent that:
- 13.2.1 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 12 (Freedom of Information);
 - 13.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 13.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 13.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 13.2.5 it is independently developed without access to the other party's Confidential Information.
- 13.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the

Services 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.

- 13.4 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.
- 13.5 At the written request of the Department, the Contractor shall procure that those members of the Contractor Personnel identified in the Department's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 13.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
 - 13.6.1 to any Crown Body or any other Contracting Department. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Department;
 - 13.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Office of Government Commerce gateway review;
 - 13.6.3 for the purpose of the examination and certification of the Department's accounts; or
 - 13.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 13.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 13 is made aware of the Department's obligations of confidentiality.
- 13.8 Nothing in this clause 13 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 IPR.
- 13.9 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.

- 13.10 Subject to Clause 13.9, 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.
- 13.11 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.
- 13.12 The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

14. Access and Information

- 14.1 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 Contractor's 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 that 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. Amendment and variation**
- 17.1 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 that the Department may have in place from time to time.
- 18. Assignment and Sub-contracting**
- 18.1 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.
- 19. The Contract (Rights of Third Parties) Act 1999**
- 19.1 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.
- 20. Waiver**
- 20.1 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.

21. Notices

21.1 Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Project Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, forty-eight hours after posting or, if sent by facsimile transmission, twelve hours after proper transmission.

22. Dispute resolution

22.1 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.

22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

22.3 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.

23. Law and Jurisdiction

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

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. Safeguarding children who participate in research

- 25.1 The Contractor will put in place safeguards to protect children from a risk of significant harm which could arise from them taking part in the Project. The Contractor will agree these safeguards with the Department before commencing work on the Project.
 - 25.2 In addition, the Contractor will carry out checks with the Disclosure and Barring Service (DBS checks) on all staff employed on the Project in a Regulated Activity. Contractors must have a DBS check done every three years for each relevant member of staff for as long as this contract applies. The DBS check must be completed before any of the Contractor's employees work with children in Regulated Activity. Please see <https://www.gov.uk/crb-criminal-records-bureau-check> for further guidance.
- 26. Project outputs**
- 26.1 Unless otherwise agreed between the Contractor and the Project Manager, all outputs from the Project shall be published by the Department on the Department's research website.
 - 26.2 The Contractor shall ensure that all outputs for publication by the Department adhere to the Department's Style Guide and MS Word Template, available to download from:
<https://www.gov.uk/government/publications/eoi-guide>
 - 26.3 Unless otherwise agreed between the Contractor and Project Manager, the Contractor shall supply the Project Manager with a draft for comment at least eight weeks before the intended publication date, for interim reports, and eight weeks before the contracted end date, for final reports.
 - 26.4 The Contractor shall consider revisions to the drafts with the Project Manager in the light of the Department's comments. The Contractor shall provide final, signed off interim reports and other outputs planned within the lifetime of the Project to the Department by no later than four weeks before the intended publication date, and final, signed off reports and other outputs at the end of the Project to the Department by no later than the contracted end date for the Project.
 - 26.5 Until the date of publication, findings from all Project outputs shall be treated as confidential, as set out in the Clause 13 above. The Contractor shall not release findings to the press or disseminate them in any way or at any time prior to publication without approval of the Department.
 - 26.6 Where the Contractor wishes to issue a Press Notice or other publicity material containing findings from the Project, notification of plans, including timing and drafts of planned releases shall be submitted by the Contractor to the Project Manager at least three weeks before the intended date of release and before any agreement is made with press or other external audiences, to

allow the Department time to comment. All Press Notices released by the Department or the Contractor shall state the full title of the research report, and include a hyperlink to the Department's research web pages, and any other web pages as relevant, to access the publication/s. This clause applies at all times prior to publication of the final report.

- 26.7 Where the Contractor wishes to present findings from the Project in the public domain, for example at conferences, seminars, or in journal articles, the Contractor shall notify the Project Manager before any agreement is made with external audiences, to allow the Department time to consider the request. The Contractor shall only present findings that will already be in the public domain at the time of presentation, unless otherwise agreed with the Department. This clause applies at all times prior to publication of the final report.

End of Schedule Three

SCHEDULE FOUR: Processing, Personal Data and Data Subjects

Schedule 4 Processing, Personal Data and Data Subjects

The Contractor shall comply with any further written instructions with respect to processing by the Department.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	This evaluation will assess the success and effectiveness of the looked after children mental health assessment pilots in delivering the project aims and objectives, including specific consideration of whether the design, content and delivery that are being tested are feasible, appropriate and acceptable. The evaluation will process data collected via: quantitative surveys with families and children; secondary analysis of quantitative and qualitative data collected by local authorities and the individual pilots; and analysis of cost data collected via the pilots.
Duration of the processing	The data will be processed between September 2018 and July 2021.
Nature and purposes of the processing	<p>The purpose of the processing of this data is to allow an assessment to be made of the impact of the looked after children mental health assessment pilots. This includes understanding the pilots in detail, including what models are being adopted and how they are proposing to tackle the challenges; progress in implementing the pilots; and to measure the impact in the following key areas: thoroughness, quality, accuracy of diagnosis, timeliness, the extent to which they are child centred and the appropriateness of the professionals involved in carrying out the assessments.</p> <p>The nature of the processing includes the collection, recording, organisation, structuring and storage of the following data:</p> <ul style="list-style-type: none"> • Longitudinal survey data collected from carers and children who are part of the pilots;

	<ul style="list-style-type: none"> • Longitudinal qualitative data collected from carers and children who are part of the pilot; • Secondary analysis of data for a comparator group of families and children; • Local authority and pilot indicators; • Data on the cost of delivering the pilots. <p>This contract variation covers the processing of the data from the survey data (quantitative and qualitative) collected from carers and families who are part of the pilot sites.</p> <p>The processing of any additional data once the pilots have been selected will be included in a further variation to contract once these have been agreed.</p> <p>The Contractor will share the data with the:</p> <ul style="list-style-type: none"> • Authorised sub-contractors specified within the contract, and with whom the Contractor has a sub-contract in place; • Authorised teams within the Department for Education; and, • Authorised persons or institutions, agreed with the Department, with a legitimate research use for the data in accordance with data protection law, for example the UK Data Archive.
<p>Type of Personal Data</p>	<p>The list of data subjects will be agreed during and as part of the scoping phase and included in a variation to contract once the pilot sites have been selected.</p> <p>Scoping phase of fieldwork For pilot sites and stakeholders:</p> <ul style="list-style-type: none"> • Names, telephone numbers and email addresses will be collected for the purposes of contacting participants in the research, arranging the scoping phase fieldwork and interviews with other stakeholders.
<p>Categories of Data Subject</p>	<p>The categories of data subjects includes:</p> <ul style="list-style-type: none"> • All looked after children, and their carer/s, who form part of the individual pilots sites; • Potential and current looked after children and their carers who form part of the pilots sites or comparator groups of children; • Lead contacts for local authorities and pilot sites.

	<ul style="list-style-type: none"> • A range of key stakeholders in the local authority and/ or pilots sites through the qualitative interviews, for example in the fields: <ul style="list-style-type: none"> • social care, health and education; • local authorities; • social workers; • Clinical Commissioning Groups (CCGs)/health professionals; • schools/designated teachers; • virtual school heads; and, • parents/ carers, foster carers and children. <p>The final list of data subjects will be agreed as part of the scoping phase and included in a variation to contract once the pilot sites have been selected.</p>
<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>	<p>SQW’s standard retention policy is that all projects involving High Security information have a date agreed with the client for the secure disposal/erasure of that information. This will be within three years of the completion of the project, unless exceptional circumstances apply – and is for archival, statistical and historic research purposes including the potential extension of the study to further waves.</p> <p>At the end of this period, the Contractor shall destroy their copy of the data in accordance with standards and procedures laid out in ISO 27001 - the data will be destroyed using using electronic shredding software (with a minimum setting of USDOD overwriting standard - 7 passes) software and all paper copies will be destroyed using a secure process. Following disposal/erasure of the information, Project Managers must confirm this to the client.</p>

End of Schedule Four

AUTHORISED TO SIGN FOR AND ON BEHALF OF THE SECRETARY STATE FOR EDUCATION	AUTHORISED TO SIGN FOR AND ON BEHALF OF THE CONTRACTOR
SIGNATURE	SIGNATURE
██████████	██████████
NAME IN CAPITALS	NAME IN CAPITALS
██████████ ██████████	██████████ ██████████
POSITION AND ADDRESS	POSITION AND ADDRESS
DEPARTMENT FOR EDUCATION SANCTUARY BUILDINGS GREAT SMITH STREET LONDON SW1P 3BT	SQW Limited 43 Chalton Street, London NW1 1JD United Kingdom
DATE 04.07.18	DATE 10.07.2018

