

NHS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (CONTRACT VERSION)

The Authority	NHS Commissioning Board (otherwise known as NHS England) of Quarry House, Quarry Hill, Leeds, LS2 7UE
The Supplier	Anna Freud National Centre for Children and Families, Anna Freud Centre, 4-8 Rodney Street, London, N1 9JH
Date	<i>December 2022</i>
Type of Services	Research

This Contract is made on the date set out above subject to the terms set out in the schedules listed below ("**Schedules**"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Information and Data Provisions
Schedule 4	Definitions and Interpretations
Schedule 5	Specification and Tender Response Document
Schedule 6	Commercial Schedule
Schedule 7	Staff Transfer
Schedule 8	Expert Determination
Schedule 9	Quality Standards

Signed by the authorised representative of THE AUTHORITY

Signed by the authorised representative of THE SUPPLIER

Schedule 1

Key Provisions

Guidance: These Key Provisions enable the Authority to complete project specific details and to add any optional and/or extra provisions applicable to the relevant project.

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 8 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 9 to 26 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Term

- 2.1 This Contract shall commence on the Commencement Date and the Term of this Contract shall expire after 28 months on **31st March 2025**. The Term may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer than 3 years in total.

Note that the term runs from the date when the Services are actually provided. If there is an implementation plan over, for example, three months, the term runs from the date the Services are provided. In these circumstances, it will be important to include a process in the implementation plan for acknowledging this date to ensure the term is clear.

The above approach has been adopted as it will mean that any delay in implementation does not have the effect of shortening the contract term. However, it may be that for some projects you want the services to start and/or end on a particular date or event. Where this is the case, this Key Provision can be amended accordingly.

3 Contract Managers

- 3.1 The Contract Managers at the commencement of this Contract are:

- 3.1.1 for the Authority:

[Redacted]

- 3.1.2 for the Supplier:

[Redacted]

4 Names and addresses for notices

- 4.1 Notices served under this Contract are to be delivered to:

- 4.1.1 for the Authority:

Kamal Pasha, Violence Reduction Programme for London

2nd Floor, Wellington House, 133-135 Waterloo Road, London, SE1 8UG

- 4.1.2 for the Supplier:
Christine Kanu, Chief Financial Office

5 Management levels for escalation and dispute resolution

- 5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	Authority representative	Supplier representative
1	<i>Project Manager</i>	Dr Jenna Jacob (Contract Manager)
2	<i>Senior Programme Manager</i>	Professor Julian Edbrooke-Childs (Head of Evaluation)
3	<i>Deputy Director</i>	Professor Jessica Deighton (Director – Applied Research and Evaluation Division)

6 Order of precedence

- 6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
- 6.1.1 the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);
 - 6.1.2 Schedule 1: Key Provisions;
 - 6.1.3 Schedule 5: Specification and Tender Response Document (but only in respect of the Authority's requirements);
 - 6.1.4 Schedule 2: General Terms and Conditions;
 - 6.1.5 Schedule 6: Commercial Schedule;
 - 6.1.6 Schedule 3: Information Governance Provisions;
 - 6.1.7 Schedule 7: Staff Transfer;
 - 6.1.8 Schedule 4: Definitions and Interpretations;
 - 6.1.9 the order in which all subsequent schedules, if any, appear; and
 - 6.1.10 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender

Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

7 Application of TUPE at the commencement of the provision of Services

- 7.1 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 shall apply.

8 Net Zero and Social Value Commitments

Supplier carbon reduction plans and reporting

- 8.1 The Supplier shall put in place, maintain and implement a board approved, publicly available, carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see [Greener NHS »Suppliers \(england.nhs.uk\)](https://www.england.nhs.uk/greenernhs/get-involved/suppliers/) (<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/>)), as may be updated from time to time.
- 8.2 A supplier assessment for benchmarking and reporting progress against the requirements detailed in the Net Zero Supplier Roadmap will be available in 2023 ("**Evergreen Supplier Assessment**"). The Supplier shall report its progress through published progress reports and continued carbon emissions reporting through the Evergreen Supplier Assessment once this becomes available and as may be updated from time to time.
- 8.3 The Supplier has appointed Christine Kanu ("**Supplier Net Zero Corporate Champion**") who shall be responsible for overseeing the Supplier's compliance with Clauses 8.1 and 8.2 of this Schedule 1 and any other net zero requirements forming part of this Contract. Without prejudice to the Authority's other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.1 and 8.2 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero Corporate Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Net zero and social value in the delivery of the contract

- 8.4 The Supplier shall deliver its net zero and social value contract commitments in accordance with the requirements and timescales set out in the Specification and Tender Response Document forming part of this Framework Agreement and any Contracts ("**Net Zero and Social Value Contract Commitments**").
- 8.5 The Supplier shall report its progress on delivering its Net Zero and Social Value Contract Commitments through progress reports, as set out in the Specification and Tender Response Document forming part of this Contract.

- 8.6 The Supplier has appointed Christine Kanu (“**Supplier Net Zero and Social Value Contract Champion**”) who shall be responsible for overseeing the Supplier’s compliance with Clauses 8.4 and 8.5 of this Schedule 1. Without prejudice to the Authority’s other rights and remedies under this Contract, if the Supplier fails to comply with Clauses 8.4 and 8.5 of this Schedule 1, the Authority may escalate such failure to the Supplier Net Zero and Social Value Contract Champion who shall within ten (10) Business Days of such escalation confirm in writing to the Authority the steps (with associated timescales) that the Supplier will be taking to remedy such failure. The Supplier shall then remedy such failure by taking such confirmed steps by such timescales (and by taking any other reasonable additional steps that may become necessary) to ensure that such failure is remedied by the earliest date reasonably possible.

Optional Key Provisions

- 9 Implementation phase ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)**
- 9.1 Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Schedule 2 to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule **[insert schedule number]**.
- 10 Services Commencement Date (where the Services are to start at a date after the Commencement Date) ☐ (only applicable to the Contract if this box is checked and the dates are inserted in Clause 10.1 of this Schedule 1)**
- 10.1 The Services Commencement Date shall be **[insert date]** and the Long Stop Date referred to in Clause 15.5.1 of Schedule 2 shall be **[insert date]**.
- 11 Induction training ☐ (only applicable to the Contract if this box is checked)**
- 11.1 The Supplier shall ensure that all Staff complete the Authority’s induction training. All Staff shall complete the training prior to the Actual Services Commencement Date (or immediately following the Services Commencement Date where this date is the date of this Contract) and all new Staff appointed throughout the Term shall also complete the training. The Supplier shall further ensure that all Staff complete any extra training that the Authority makes available to its own staff and notifies the Supplier in writing that it is appropriate for the Staff.
- 12 Quality assurance standards ☐ (only applicable to the Contract if this box is checked and the standards are listed)**
- 12.1 The following quality assurance standards shall apply, as appropriate, to the provision of the Services: **[insert standards]**.
- 13 Different levels and/or types of insurance ☒ (only applicable to the Contract if this box is checked and the table sets out the requirements)**
- 13.1 The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	Minimum cover
Employer's Liability	£5,000,000
Public Liability	£5,000,000
Professional Indemnity	£5,000,000

14 Further Authority obligations ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

14.1 The Authority's Obligations are set out in Schedule **[insert schedule number]**.

15 Assignment of Intellectual Property Rights in deliverables, materials and outputs ☐ (only applicable to the Contract if this box is checked)

15.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 15 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 15 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

16 Inclusion of a Change Control Process ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

16.1 Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Schedule **[insert schedule number]**.

17 Authority step-in rights ☐ (only applicable to the Contract if this box is checked and the Schedule inserted)

17.1 If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Schedule **[insert schedule number]**.

18 Grant of lease or licence ☐ (only applicable to the Contract if this box is checked)

18.1 Promptly following execution of this Contract, the Supplier shall enter into the **[lease/licence]**. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

19 Guarantee ☐ (only applicable to the Contract if this box is checked)

19.1 Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the

Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

20 Data Protection Protocol ☒ (only applicable to the Contract if this box is checked)

20.1 The Parties shall comply with their respective obligations under the Data Protection Protocol.

21 Purchase Orders ☒ (only applicable to the Contract if this box is checked)

21.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

22 Monthly payment profile ☐ (only applicable to the Contract if this box is checked)

22.1 The payment profile for this Contract shall be monthly in arrears.

23 Termination for convenience ☒ (only applicable to the Contract if this box is checked and Clause 23.1 of this Schedule 1 is completed)

23.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on **three (3) months'** written notice.

24 Right to terminate following a specified number of material breaches ☒ (only applicable to the Contract if this box is checked and Clause 24.1 of this Schedule 1 is completed)

24.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

25 Expert Determination ☐ (only applicable to the Contract if this box is checked)

25.1 Any Dispute between the Authority and the Supplier shall be dealt in accordance with the expert determination process as specified at Schedule 8.

25.2 For the avoidance of doubt, where Clause 25 of this Schedule 1 is checked, all Disputes shall be dealt in accordance with Clause 25.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2 shall be deemed not to apply and deleted in its entirety from this Contract.

26 COVID-19 related enhanced business continuity provisions ☐ (only applicable to the Contract if this box is checked)

- 26.1 Subject to Clause 26.2 of this Schedule 1, the Supplier's Business Continuity Plan and, where required, its implementation must ensure the continuity of the provision of the Services under this Contract in all circumstances where there is a COVID-19 related Business Continuity Event and the text in Clause 6.6 of Schedule 2 to "use reasonable endeavours to" shall be deemed deleted for the purposes of any COVID-19 related Business Continuity Events. For the avoidance of doubt, to the extent that the Supplier fails to ensure such continuity, it shall be deemed not to have fulfilled its business continuity obligations pursuant to Clause 6 of Schedule 2 for the purposes of Clause 23.2.1 of Schedule 2.
- 26.2 To the extent only that the Supplier is prohibited from implementing its Business Continuity Plan (in full or part) due to any Laws or Guidance, it shall be relieved of its obligations under Clause 26.1 of this Schedule 1

Schedule 2

General Terms and Conditions

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1 Provision of Services

- 1.1 The Authority appoints the Supplier and the Supplier agrees to provide the Services:
 - 1.1.1 promptly and in any event within any time limits as may be set out in this Contract;
 - 1.1.2 in accordance with all other provisions of this Contract;
 - 1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;
 - 1.1.4 in accordance with the Law and with Guidance;
 - 1.1.5 in accordance with Good Industry Practice;
 - 1.1.6 in accordance with the Policies; and
 - 1.1.7 in a professional and courteous manner.
 - 1.1.8 In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.
- 1.2 The Supplier shall comply with the Implementation Requirements (if any) in accordance with any timescales as may be set out in the Specification and Tender Response Document., Without limitation to the foregoing provisions of this Clause 1.2 of this Schedule 2, the Supplier shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan. If the Implementation Plan is an outline plan, the Supplier shall, as part of implementation, develop the outline plan into a full plan and agree this with the Authority. Once this is agreed, the Supplier shall comply with the full Implementation Plan.
- 1.3 The Supplier shall commence delivery of the Services on the Services Commencement Date.
- 1.4 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document, including without limitation the KPIs.
- 1.5 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the Actual Services Commencement Date and are maintained throughout the Term.
- 1.6 If the Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that at the Actual Services Commencement Date it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
- 1.7 The Supplier shall notify the Authority forthwith in writing:
 - 1.7.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
 - 1.7.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

- 1.8 Following any inspection of the Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.9 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.10 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
- 1.11 Should the Authority be of the view, acting reasonably, that the Supplier can no longer provide the Services, then without prejudice to the Authority's rights and remedies under this Contract, the Authority shall be entitled to exercise its Step In Rights if the Key Provisions refer to the Authority having such rights under this Contract.
- 1.12 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

2 Premises, locations and access

- 2.1 The Services shall be provided at such Authority premises and at such locations within those premises, as may be set out in the Specification and Tender Response Document or as otherwise agreed by the Parties in writing ("**Premises and Locations**").
- 2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall grant reasonable access to the Supplier and its Staff to such Premises and Locations to enable the Supplier to provide the Services.
- 2.3 Subject to Clause 2.4 of this Schedule 2, any access granted to the Supplier and its Staff under Clause 2.2 of this Schedule 2 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this Schedule 2.
- 2.4 Where, in order to provide the Services, the Supplier requires any greater rights to use or occupy any specific Premises and Locations over and above such reasonable access rights granted in accordance with Clause 2.2 and Clause 2.3 of this Schedule

2, such further rights shall be limited to any rights granted to the Supplier by the Authority in accordance with any licence and/or lease entered into by the Supplier in accordance with the Key Provisions.

- 2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2. Where there is no such specific mechanism set out in the Specification and Tender Response Document, any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with Clause 21 of this Schedule 2. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

3 Cooperation with third parties

- 3.1 The Supplier shall, as reasonably required by the Authority, cooperate with any other service providers to the Authority and/or any other third parties as may be relevant in the provision of the Services.

4 Use of Authority equipment

- 4.1 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:
- 4.1.1 shall be provided at the Authority's sole discretion;
 - 4.1.2 shall be inspected by the Supplier in order that the Supplier can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Supplier until it has satisfied itself of this;
 - 4.1.3 must be returned to the Authority within any agreed timescales for such return or otherwise upon the request of the Authority; and
 - 4.1.4 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for any loss or damage relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 Staff and Lifescience Industry Accredited Credentialing Register

- 5.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the employment and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.
- 5.2 The Supplier will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
- 5.3 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.

- 5.4 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.
- 5.5 The Supplier shall:
- 5.5.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 5.5.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 5.5.3 ensure all Staff have the qualifications to carry out their duties;
 - 5.5.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff; and
 - 5.5.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff.
- 5.6 The Supplier shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.
- 5.7 The Supplier shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
- 5.7.1 are questioned concerning their Convictions; and
 - 5.7.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.
- 5.8 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.
- 5.9 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- 5.9.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.7.1 of this Schedule 2;
 - 5.9.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.7.2 of this Schedule 2; or
 - 5.9.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.7.2 of this Schedule 2.

- 5.10 In addition to the requirements of Clause 5.7 to Clause 5.9 of this Schedule 2, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.10.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 5.10.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 5.10.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
- 5.11 The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services forthwith.
- 5.12 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.7 to Clause 5.11 of this Schedule 2 have been met.
- 5.13 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.
- 5.14 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.
- 6 Business continuity**
- 6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services. The Supplier shall also ensure that its Business

Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.

- 6.2 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

6.2.1 the criticality of this Contract to the Authority; and

6.2.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

- 6.3 The Supplier shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Supplier's business operations. The Supplier shall promptly provide to the Authority, at the Authority's written request, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Supplier tests its Business Continuity Plan in accordance with the requirements of this Clause 6.3 of this Schedule 2 and reasonable and proportionate information regarding the outcome of such tests. The Supplier shall provide to the Authority a copy of any updated or revised Business Continuity Plan within fourteen (14) Business Days of any material update or revision to the Business Continuity Plan.

- 6.4 The Authority may suggest reasonable and proportionate amendments to the Supplier regarding the Business Continuity Plan at any time. Where the Supplier, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Supplier will incorporate into the Business Continuity Plan all such suggestions made by the Authority in respect of such Business Continuity Plan. Should the Supplier not incorporate any suggestion made by the Authority into such Business Continuity Plan it will explain the reasons for not doing so to the Authority.

- 6.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.

- 6.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services in accordance with this Contract.

7 The Authority's obligations

- 7.1 Subject to the Supplier providing the Services in accordance with this Contract, the Authority will pay the Supplier for the Services in accordance with Clause 9 of this Schedule 2.

- 7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.

- 7.3 The Authority shall comply with the Authority's Obligations, as may be referred to in the Key Provisions.

- 7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

8 Contract management

- 8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.
- 8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.
- 8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:
- 8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;
 - 8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;
 - 8.3.3 the information specified in the Specification and Tender Response Document;
 - 8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and
 - 8.3.5 such other information as reasonably required by the Authority.
- 8.4 Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.
- 8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also

provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.

- 8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:
- 8.6.1 storing and analysing the management information and producing statistics; and
 - 8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.
- 8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this Schedule 2, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).
- 8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 Price and payment

- 9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.
- 9.2 Unless otherwise stated in the Commercial Schedule the Contract Price:
- 9.2.1 shall be payable from the Actual Services Commencement Date;
 - 9.2.2 shall remain fixed during the Term; and
 - 9.2.3 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.
- 9.3 Unless stated otherwise in the Commercial Schedule:
- 9.3.1 where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect of the Services provided in compliance with this Contract in the preceding calendar month; or
 - 9.3.2 where Clause 9.3.1 of this Schedule 2 does not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

- 9.3.3 Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time. Each invoice may be submitted electronically by the Supplier if it complies with the standard on electronic invoicing as set out in the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/2870.
- 9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes of this Clause 9.5 of this Schedule 2 after a reasonable time has passed.
- 9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.
- 9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.8 The Authority reserves the right to set-off:
- 9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and
- 9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.
- 9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.
- 9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest)

Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10 Warranties

10.1 The Supplier warrants and undertakes that:

- 10.1.1 it has, and shall ensure its Staff shall have, and shall maintain throughout the Term, all appropriate licences and registrations with the relevant bodies to fulfil its obligations under this Contract;
- 10.1.2 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;
- 10.1.3 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract and/or under Law, Guidance and Good Industry Practice and shall at all times comply with such quality controls and processes;
- 10.1.4 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
- 10.1.5 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law, Guidance, and/or Good Industry Practice, the Supplier shall comply fully with such notification and/or approval requirements;
- 10.1.6 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- 10.1.7 it will comply with all Law, Guidance, Good Industry Practice, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;
- 10.1.8 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and experienced staff;
- 10.1.9 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
- 10.1.10 without limitation to the generality of Clause 10.1.7 of this Schedule 2, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services and the Supplier's access to the Premises and Locations in accordance with this Contract;

- 10.1.11 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
- 10.1.12 any equipment it uses in the provision of the Services shall comply with all relevant Law, Guidance, and Good Industry Practice, be fit for its intended purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;
- 10.1.13 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification and Tender Response Document), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;
- 10.1.14 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
- 10.1.15 it shall (comply with its Net Zero and Social Value Commitments;
- 10.1.16 it shall provide to the Authority any information that the Authority may request as evidence of the Supplier's compliance with Clause 10.1.15 of this Schedule 2;
- 10.1.17 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);
- 10.1.18 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;
- 10.1.19 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
- 10.1.20 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
- 10.1.21 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;
- 10.1.22 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

- 10.1.23 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
- 10.1.24 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract; and
- 10.1.25 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification and Tender Response Document shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification and Tender Response Document.
- 10.3 Without prejudice to the generality of Clause 10.2 of this Schedule 2, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.
- 10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.
- 10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and
 - 10.5.2 promptly provide to the Authority:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 10.6 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.
- 10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.
- 11 Intellectual property**
- 11.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights

used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, material or any other output supplied to the Authority as part of the Services.

- 11.2 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document or elsewhere in this Contract, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence (with the right to sub-license to any supplier or other third party contracted by, engaged by and/or collaborating with the Authority) to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document and/or elsewhere in this Contract, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any deliverables, material or any other output supplied to the Authority in any format as part of the Services.

12 **Indemnity**

- 12.1 The Supplier shall be liable to the Authority for, and shall indemnify the Authority against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.
- 12.1.1 any injury or allegation of injury to any person, in death;
- 12.1.2 any loss of or damage to property (whether real or personal);
- 12.1.3 any breach of Clause 10.1.6 and/or Clause 11 of this Schedule 2; and/or
- 12.1.4 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

- 12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.
- 12.3 In relation to all third party claims against the Authority, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:
- 12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or
- 12.3.2 relating to the Authority's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim

following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 Limitation of liability

- 13.1 Nothing in this Contract shall exclude or restrict the liability of either Party:
- 13.1.1 for death or personal injury resulting from its negligence;
 - 13.1.2 for fraud or fraudulent misrepresentation; or
 - 13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.
- 13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.
- 13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:
- 13.3.1 extra costs incurred purchasing replacement or alternative services;
 - 13.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;
 - 13.3.3 the costs of extra management time; and/or
 - 13.3.4 loss of income due to an inability to provide health care services,
- in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.
- 13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.
- 13.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term:
- 13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);
 - 13.5.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);

- 13.5.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and
- 13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).
- 13.6 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

14 Insurance

- 14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.
- 14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
- 14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.
- 14.4 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract. Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this Schedule 2 and

the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.

- 14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

15 Term and termination

- 15.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.

- 15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice no less than three (3) months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.

- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this Schedule 2, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4.2 of this Schedule 2. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:

15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 15.4.2 of this Schedule 2, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

- 15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:

15.4.1 not capable of remedy; or

15.4.2 in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

- 15.5 The Authority may terminate this Contract forthwith by issuing a Termination Notice to the Supplier:
- 15.5.1 if the Supplier does not commence delivery of the Services by any Long Stop Date;
 - 15.5.2 if the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.5.3 if the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;
 - 15.5.4 if the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this Schedule 2;
 - 15.5.5 if the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter) as assumed pursuant to the provisions of Part D of Schedule 7;
 - 15.5.6 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 19.7.2, 23.8, 25.2, 25.4 and 29.2 of this Schedule 2;
 - 15.5.7 if the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this Schedule 2, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this Schedule 2 that in the reasonable opinion of the Authority are acceptable; or
 - 15.5.8 pursuant to and in accordance with any termination rights set out in the Data Protection Protocol, as applicable to this Contract.
- 15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due

diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

- 15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;
- 15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
- 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4.1 of this Schedule 2.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

- 15.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:
 - 15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
 - 15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; or
 - 15.7.3 there has been a failure by the Supplier and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Sub-contractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.3 of this Schedule 2.
- 15.8 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.
- 15.9 Within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate,

update the exit plan on each anniversary of the Commencement Date of this Contract. If the Parties cannot agree an exit plan in accordance with the timescales set out in this Clause 15.9 of this Schedule 2 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 Consequences of expiry or early termination of this Contract

- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
 - 16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
 - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Supplier is required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and
 - 16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 The Supplier shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 24.1 of this Schedule 2.
- 16.4 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with the Key Provisions shall automatically terminate.
- 16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 Staff information and the application of TUPE at the end of the Contract

- 17.1 Upon the day which is no greater than nine (9) months before the expiry of this Contract or as soon as the Supplier is aware of the proposed termination of the Contract, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated

all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

- 17.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.
- 17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this Schedule 2.
- 17.4 The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this Schedule 2.
- 17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:
- 17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;
 - 17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;
 - 17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;
 - 17.5.4 deploy any person other than the Supplier Personnel to perform the Services;
 - 17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;
 - 17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or
 - 17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.
- 17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.
- 17.7 Where the obligations on the Supplier under Clause 17 of this Schedule 2 are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Sub-contractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise

any other exemption or provision within the Data Protection Legislation which would allow such disclosure.

- 17.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.
- 17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services. If TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions apply then Clause 17.11 to Clause 17.14 of this Schedule 2 and (where relevant) the provisions of Clause 1.15 of Part D of Schedule 7 shall apply.
- 17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
- 17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
- 17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
 - 17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;
 - 17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
 - 17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier

shall for itself and any Sub-contractor warrant that such records are accurate and up to date.

- 17.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:
- 17.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
 - 17.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
 - 17.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
 - 17.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, any accrued or unpaid holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
 - 17.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
 - 17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.
- 17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this Schedule 2 to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 The Supplier will indemnify and keep indemnified the Authority and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.
- 17.16 If any person who is not a Subsequent Transferring Employee claims or it is determined that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority or Successor pursuant to TUPE or claims that their employment would have so transferred had they not resigned, then:
- 17.16.1 the Authority will, or shall procure that the Successor will, within seven (7) days of becoming aware of that fact, give notice in writing to the Supplier;

- 17.16.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within twenty eight (28) days of the notification by the Authority or Successor;
- 17.16.3 if such offer of employment is accepted, the Authority will, or shall procure that the Successor will, immediately release the person from their employment; and
- 17.16.4 if after the period in Clause 17.16.2 of this Schedule 2 has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority will, or shall procure that the Successor will (whichever is the provider of the Services or services of the same or similar nature to the Services), employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person after the Subsequent Transfer Date.

18 Complaints

- 18.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

19 Modern slavery and environmental, social, and labour laws

Environmental, social and labour law requirements

- 19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:
 - 19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;
 - 19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Supplier's business operations; and
 - 19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause 19.1.2 of this Schedule 2.

Modern slavery

- 19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:
 - 19.2.1 the Modern Slavery Act 2015 ("**Slavery Act**"); and

- 19.2.2 the Authority's anti-slavery policy as provided to the Supplier by the Authority from time to time ("**Anti-Slavery Policy**").
- 19.3 The Supplier shall:
- 19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;
 - 19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
 - 19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
 - 19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;
 - 19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and
 - 19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier's obligations under this 19 of this Schedule 2
- 19.4 The Supplier undertakes on an ongoing basis that:
- 19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;
 - 19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
 - 19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):
 - (i) has been convicted of any offence involving slavery or trafficking; or
 - (ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,
 not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2
- 19.5 The Supplier shall notify the Authority as soon as it becomes aware of:
- 19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or
 - 19.5.2 any actual or suspected slavery or trafficking in its supply chain.
- 19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Authority may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

Further corporate social responsibility requirements

19.8 The Supplier shall comply with any further corporate social responsibility requirements set out in the Specification and Tender Response Document.

Provision of further information

19.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 19 of this Schedule 2. For the avoidance of doubt, the Authority may audit the Supplier's compliance with this Clause 19 of this Schedule 2 in accordance with Clause 24 of this Schedule 2.

20 Electronic services information

20.1 Where requested by the Authority, the Supplier shall provide the Authority the Services Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.

20.2 The Supplier warrants that the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this Schedule 2.

20.3 If the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Services Information.

20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time. Subject to Clause 20.5 of this Schedule 2, no obligation to illustrate or advertise the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause 20.4 of this Schedule 2.

20.5 The Authority may reproduce for its sole use the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

20.6 Before any publication of the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this Schedule 2 or otherwise under the terms of this Contract.

- 20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

21 Change management

- 21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document, as may be requested by the Authority from time to time.
- 21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed either: (a) in accordance with the Change Control Process if the Key Provisions specify that changes are subject to a formal change control process; or (b) if the Key Provisions make no such reference, in writing and signed by an authorised representative of both Parties.
- 21.3 Any change to the Data Protection Protocol shall be made in accordance with the relevant provisions of that protocol.
- 21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:
- 21.4.1 a General Change in Law; or
 - 21.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22 Dispute resolution

- 22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.
- 22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next levels until all level have been exhausted. Level 1 will commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.
- 22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

- 22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.4 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.
- 22.6 Nothing in this Contract shall prevent:
- 22.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 22.7 Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.
- 23 Force majeure**
- 23.1 Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.
- 23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:
- 23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;
 - 23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and
 - 23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this Schedule 2.
- 23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.
- 23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.
- 23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable

serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

- 23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.
- 23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.
- 23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.
- 23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.
- 23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

24 Records retention and right of audit

- 24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract.
- 24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.
- 24.3 The Authority shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.
- 24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.
- 24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:

- 24.5.1 the examination and certification of the Authority's accounts; or
- 24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.
- 24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this Schedule 2 does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 24.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.
- 24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

25 Conflicts of interest and the prevention of fraud

- 25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 25.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 of this Schedule 2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.
- 25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination.

26 Equality and human rights

- 26.1 The Supplier shall:
 - 26.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
 - 26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's

obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

- 26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2.
- 26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2.

27 Notice

- 27.1 Subject to Clause 22.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.
- 27.2 A notice shall be treated as having been received:
- 27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or
- 27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or
- 27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 Assignment, novation and Sub-contracting

- 28.1 The Supplier shall not, except where Clause 28.2 of this Schedule 2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this Contract without the prior consent in writing of the Authority such consent not to be unreasonably withheld or delayed. If the Supplier Sub-contracts any of its obligations under this Contract, every act or omission of the Sub-contractor shall for the purposes of this Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Authority as if such act or omission had been committed or omitted by the Supplier itself.
- 28.2 Notwithstanding Clause 28.1 of this Schedule 2, the Supplier may assign to a third party ("**Assignee**") the right to receive payment of any sums due and owing to the Supplier under this Contract for which an invoice has been issued. Any assignment under this Clause 28.2 of this Schedule 2 shall be subject to:
- 28.2.1 the deduction of any sums in respect of which the Authority exercises its right of recovery under Clause 9.8 of this Schedule 2;

- 28.2.2 all related rights of the Authority in relation to the recovery of sums due but unpaid;
 - 28.2.3 the Authority receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which the Authority shall make payment;
 - 28.2.4 the provisions of Clause 9 of this Schedule 2 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of the Authority; and
 - 28.2.5 payment to the Assignee being full and complete satisfaction of the Authority's obligation to pay the relevant sums in accordance with this Contract.
- 28.3 Any authority given by the Authority for the Supplier to Sub-contract any of its obligations under this Contract shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this Contract.
- 28.4 Where the Supplier enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services, the Supplier shall include provisions in each such Sub-contract, unless otherwise agreed with the Authority in writing, which:
- 28.4.1 contain at least equivalent obligations as set out in this Contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
 - 28.4.2 contain at least equivalent obligations as set out in this Contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law, Guidance, and Good Industry Practice, and record keeping;
 - 28.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
 - 28.4.4 contain a right for the Authority to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this Contract;
 - 28.4.5 requires the Supplier or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 28.4.6 provides that if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 28.4.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purpose of Clause 28.4.7 of this Schedule 2 after a reasonable time has passed;
 - 28.4.7 requires the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 28.4.8 permitting the Supplier to terminate, or procure the termination of, the relevant Sub-contract in the event the Sub-contractor fails to comply in the performance of its Sub-contract with legal obligations in the fields of

- environmental, social or labour Law where the Supplier is required to replace such Sub-contractor in accordance with Clause 15.7.3 of this Schedule 2;
- 28.4.9 permitting the Supplier to terminate, or to procure the termination of, the relevant Sub-contract where the Supplier is required to replace such Sub-contractor in accordance with Clause 28.5 of this Schedule 2; and
- 28.4.10 requires the Sub-contractor to include a clause to the same effect as this Clause 28.4 of this Schedule 2 in any Sub-contract which it awards.
- 28.5 Where the Authority considers that the grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
- 28.5.1 if the Authority finds there are compulsory grounds for exclusion, the Supplier shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
- 28.5.2 if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Supplier shall comply with such a requirement.
- 28.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where the Authority pays the Supplier's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Supplier shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.
- 28.7 The Authority shall upon written request have the right to review any Sub-contract entered into by the Supplier in respect of the provision of the Services and the Supplier shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from the Authority. For the avoidance of doubt, the Supplier shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 28.8 The Authority may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract and the Supplier warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of the Authority shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract or any part of this Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed by the Supplier.

29 Prohibited Acts

- 29.1 The Supplier warrants and represents that:
- 29.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):
- (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing

- favour or disfavour to any person in relation to this or any other agreement with the Authority; or
 - (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and
 - 29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.
- 29.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:
 - 29.2.1 the Authority shall be entitled:
 - (i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;
 - (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
 - (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;
 - 29.2.2 any termination under Clause 29.2.1 of this Schedule 2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and
 - 29.2.3 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:
 - (i) the interpretation of Clause 29 of this Schedule 2; or
 - (ii) the amount or value of any gift, consideration or commission,
 shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

30 General

- 30.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.
- 30.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.
- 30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and

any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

- 30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.
- 30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.
- 30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this Schedule 2, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.
- 30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.
- 30.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this Schedule 2, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

Schedule 3

Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
- 1.1.2 the provisions of Clause 1 of this Schedule 3 shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").
- 1.3 The Authority may disclose the Supplier's Confidential Information:
- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to 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 Contracting Authority);
- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
- 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 3 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
- 2.2 Where the Supplier is Processing Personal Data and/or the Parties are otherwise sharing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol in respect of such matters.
- 2.3 The Supplier and the Authority shall ensure that patient related Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient related Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority

under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

- 2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to NHS patients and/or service users and/or has access to NHS systems as part of the Services, the Supplier shall:
- 2.4.1 complete and publish an annual information governance assessment using the Data Security and Protection toolkit;
 - 2.4.2 achieve all relevant requirements in the relevant Data Security and Protection toolkit;
 - 2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines;
 - 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
 - 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;
 - 2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;
 - 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and
 - 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.
- 2.6 The Supplier shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful

or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:
 - 3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;
 - 3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
 - 3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
 - 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
- 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4

Definitions and Interpretations

Definitions

In this Contract the following words shall have the following meanings unless the context requires otherwise:

“Actual Services Commencement Date”	means the date the Supplier actually commences delivery of the Services;
“Actuary”	means a Fellow of the Institute and Faculty of Actuaries;
“Anti-Slavery Policy”	has the meaning given under Clause 19.2.2 of Schedule 2;
“Authority”	means the authority named on the form of Contract on the first page;
“Authority’s Actuary”	means the Government Actuaries Department;
“Authority’s Obligations”	means the Authority’s further obligations, if any, referred to in the Key Provisions;
“Breach Notice”	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
“Broadly Comparable”	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;
“Business Continuity Event”	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services including a pandemic and any Force Majeure Event;
“Business Continuity Plan”	means the Supplier’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Cabinet Office Statement”	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;
“Change Control Process”	means the change control process, if any, referred to in the Key Provisions;

“Change in Law”	means any change in Law which impacts on the provision of the Services which comes into force after the Commencement Date;
“Codes of Practice”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Commencement Date”	means the date of this Contract;
“Commercial Schedule”	means the document set out at Schedule 6;
“Comparable Supply”	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Confidential Information”	<p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is:</p> <ul style="list-style-type: none"> (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or (c) Policies and such other documents which the Supplier may obtain or have access to through the Authority’s intranet;
“Contract”	means the form of contract at the front of this document and all schedules attached to the form of contract;
“Contracting Authority”	means any contracting authority as defined in Regulation 2 (1) of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority;
“Contract Manager”	means for the Authority and for the Supplier the individuals specified in the Key Provisions; or such other person notified by a Party to the other Party from time to time in accordance with Clause 8.1 of Schedule 2;
“Contract Price”	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
“Controller”	shall have the same meaning as set out in the UK GDPR;
“Convictions”	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and

	binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
“Cost Increase”	shall have the meaning given to the term in Clause 1.3.2 of Part D of Schedule 7;
“Cost Saving”	shall have the meaning given to the term in Clause 1.3.4 of Part D of Schedule 7;
“Data Protection Legislation”	means the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
“Data Protection Protocol”	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
“Direction Letter”	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 or, where Clause 25 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in Schedule 8. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 of Schedule 2;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as

	extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Eligible Employees”	<p>means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under Part D of Schedule 7;</p>
“Employee Transfer Date”	means the Transferred Staff’s first day of employment with the Supplier (or its Sub-contractor);
“Employment Liabilities”	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
“Environmental Regulations”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“eProcurement Guidance”	<p>means the NHS eProcurement Strategy available via:</p> <p>http://www.gov.uk/government/collections/nhs-procurement</p> <p>together with any further Guidance issued by the Department of Health and Social Care in connection with it;</p>
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the

	Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
“EU References”	shall have the meaning given to the term in Clause 1.17 of this Schedule 4;
“Evergreen Supplier Assessment”	shall have the meaning given to the term in Clause 8.1 of Schedule 1;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Requirements”	means the Authority’s exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
“Fair Deal for Staff Pensions”	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);
“FOIA”	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
“Force Majeure Event”	<p>means any event beyond the reasonable control of the Party in question to include, without limitation:</p> <ul style="list-style-type: none"> (a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract; (b) acts of terrorism; (c) flood, storm or other natural disasters; (d) fire; (e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning; (f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;

	<p>(g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of England and Wales that could not have been reasonably foreseen;</p> <p>(h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Sub-contractor of the Supplier; and</p> <p>(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties,</p> <p>but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union;</p>
"Fraud"	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
"General Anti-Abuse Rule"	<p>means</p> <p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;
"Guidance"	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health and Social Care, NHS England and NHS Improvement, the Medicines and Healthcare products Regulatory Agency, the European Medicines Agency,

	the European Commission, the Care Quality Commission, the National Institute for Health and Care Excellence and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
“HM Government Cyber Essentials Scheme”	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
“Implementation Plan”	means the implementation plan, if any, referred to in the Key Provisions;
“Implementation Requirements”	means the Authority’s implementation and mobilisation requirements (if any), as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
“Intellectual Property Rights”	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
“Interested Party”	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
“Key Provisions”	means the key provisions set out in Schedule 1;
“KPI”	means the key performance indicators as set out in Schedule 5;
“Law”	means any applicable legal requirements including, without limitation: <ul style="list-style-type: none"> (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales; (b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument);

	<p>(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>(e) requirements set by any regulatory body as applicable in England and Wales;</p> <p>(f) any relevant code of practice as applicable in England and Wales; and</p> <p>(g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);</p>
“Long Stop Date”	means the date, if any, specified in the Key Provisions;
“Losses”	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;
“Net Zero and Social Value Commitments”	means the Supplier’s net zero and social value commitments, each as set out in the Key Provisions and/or the Specification and Tender Response Document;
“Net Zero and Social Value Contract Commitments”	shall have the meaning given in Clause 8.4 of Schedule 1;
“Measures”	means any measures proposed by the Supplier or any Sub-contractor within the meaning of regulation 13(2)(d) of TUPE;
“NHS”	means the National Health Service;
“NHS Body”	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
“NHS Pensions”	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;
“NHS Pension Scheme”	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
“NHS Pension Scheme Arrears”	means any failure on the part of the Supplier or any Sub-contractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension

	Scheme or any Direction Letter in respect of the Eligible Employees;
"NHS Pension Scheme Regulations"	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Party"	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
"Payment Date"	means twenty (20) Business Days after the last of the conditions in Clause 1.7 of Part D of Schedule 7 has been satisfied;
"Pension Benefits"	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Personal Data"	shall have the same meaning as set out in the UK GDPR;
"Policies"	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
"Premature Retirement Rights"	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement

	Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
“Premises and Locations”	has the meaning given under Clause 2.1 of Schedule 2;
“Process”	shall have the same meaning as set out in the UK GDPR. Processing and Processed shall be construed accordingly;
“Purchase Order”	means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Remedial Proposal”	has the meaning given under Clause 15.3 of Schedule 2;
“Services”	means the services set out in this Contract (including, without limitation, Schedule 5 which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements);
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date;
“Services Information”	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause 20.1 of Schedule 2 for inclusion in the Authority’s services catalogue from time to time;
“Slavery Act”	has the meaning given in Clause 19.2.1 of Schedule 2;
“Specification and Tender Response Document”	means the document set out in Schedule 5 as amended and/or updated in accordance with this Contract;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Staff”	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Step In Rights”	means the step in rights, if any, referred to in the Key Provisions;

“Sub-contract”	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
Sub-contractor	means a party to a Sub-contract other than the Supplier;
“Subsequent Transfer Date”	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
“Subsequent Transferring Employees”	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
“Successor”	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
“Supplier”	means the supplier named on the form of Contract on the first page;
“Supplier Code of Conduct”	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
“Supplier Net Zero Corporate Champion”	shall have the meaning given to the term in Clause 8.3 of Schedule 1;
“Supplier Personnel”	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
“Supplier Net Zero and Social Value Contract Champion”	shall have the meaning given to the term in Clause 8.6 of Schedule 1;
“Term”	means the term as set out in the Key Provisions;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
“Third Party”	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;

“Third Party Body”	has the meaning given under Clause 8.5 of Schedule 2;
“Third Party Employees”	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
“Transfer Amount”	an amount paid in accordance with Clause 1.7 of Part D of Schedule 7 and calculated in accordance with the assumptions, principles and timing adjustment referred to in Clause 1.6 of Part D of Schedule 7 in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or a Third Party’s Broadly Comparable scheme and elected to transfer them to the Supplier’s Broadly Comparable scheme or the NHS Pension Scheme under the Transfer Option;
“Transfer Date”	means the Actual Services Commencement Date;
“Transfer Option”	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier’s (or its Sub-contractor’s) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);
“Transfer Option Deadline”	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
“Transferred Staff”	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
“Transferring Employees”	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;

"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of Schedule 2, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in Schedule 5) and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.
- 1.13 Any guidance notes in grey text do not form part of this Contract.
- 1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

- 1.16 For the avoidance of doubt, and to the extent not prohibited by any Law, the term “expenses” (as referred to under any indemnity provisions forming part of this Contract) shall be deemed to include any fine and any related costs imposed by a commissioner, regulator or other competent body.
- 1.17 Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- i. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - ii. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

Schedule 5

Specification and Tender Response Document

London Vanguard Independent Evaluation

Statement of Requirements

Service	Independent evaluation of the London Vanguards
Commissioner Lead	London Violence Reduction Programme, part of NHS England
Contract Reference	C103567
Period	December 2022 to March 2025

1. Background

In 2021 the NHS London Violence Reduction Programme carried out an expression of interest process seeking three Integrated Care Systems (ICSs) to pilot a new psychological model of care for children and young people impacted by violence. The competitive process was open to all five London ICSs. The following ICSs were selected to pilot 'the London Vanguards' over a 3 year period:

- North Central London (NCL)
- North East London (NEL)
- South East London (SEL)

The Vanguards began mobilising in October 2021 and will run until 30th September 2024. Delivery of this new model will be in line with the Community Multi Systems Violence Reduction Specification (see embedded document, Appendix 1).

The Vanguards will facilitate the creation of trauma-informed systems and multiagency collaborative working with local partners (including local authorities, voluntary organisations and mental health services) which will enable vulnerable children and young people affected by violence to thrive.

The aim of the Vanguards is to provide support for children and young people aged up to 25 years, who are affected by violence. In order to achieve this aim the Vanguards will deliver the model of care through the delivery of the following three components:

- **Prevention:** Providing information, advice and coordination through detached youth work, working with schools and proactively identifying young people in need of services to offer advice and guidance. Parenting programmes will support parents discipline approaches for children up to 11 years.
- **Intervention:** Services providing interventions for children and young people who may have multiple needs, with multiple socio-economic risk factors who may have already been involved in youth offending services. Interventions include trauma informed CBT, other therapeutic interventions and specialist support linked to need.
- **Case Management:** For children and young people already affected by violence or those presenting with complex needs. A case manager will be assigned, and a

formulation and risk assessment will be undertaken to determine any psychological support required.

The Vanguard delivery across each ICS varies based on local need. Each area has adapted the model by focusing on specific components (prevention, intervention or case management). A high level summary of the focus of the London Vanguards is provided below:

Summary of the provision of Psychosocial and Psychological support fo Children and Young people provided by funding from NHS London Vanguard model

NHS



The blue dots also indicate the 13 boroughs that are within the scope of the London Vanguards.

2.	Evaluation overview
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The purpose of this specification is to detail the requirements of the independent evaluation and to specify the timelines for the deliverables of this evaluation.

The provider is required to undertake an independent evaluation of the London Vanguards by reviewing the services being offered (to children, young people and parents/carers) and the overall impact of these services and the Vanguard as a whole on children, young people and their parents/ carers.

The evaluation will involve working across 13 London boroughs (see map above), to review the different services offered in each borough. The provider will also evaluate and evidence any improvements in outcomes for children and young people, best practice and learning to develop recommendations that can inform service improvement and future sustainability of the model.

The evaluation will start from December 2022 to be completed by March 2025, approximately 28 months.

3. Service Description

Evaluate the impact of the London Vanguard services:

- To evaluate the impact of the London Vanguards at an **individual** level:
 - The provider is required to work with children and young people who are accessing services as users and patients, to evaluate the impact of Vanguards services on them.
- To evaluate the impact of the London Vanguards at a **service** level:
 - The provider is required to work with service providers, including NHS, VCSE and others to evaluate the impact of their services by engaging with those delivering the services to children and young people.
- To evaluate the impact of the London Vanguards at a **community** level:
 - The provider is required to understand the extent to which the Vanguards are delivering coordinated pathways that are community facing and co-designed with the local community. This should include exploring the effectiveness of partnership arrangements with the voluntary and community sector in facilitating the delivery of accessible services.
- To evaluate the impact of the London Vanguards at an **organisational** level:
 - The provider is required to evaluate the impact of key organisations on the delivery of the Vanguard, in particular the leadership and governance arrangements that support the delivery of the Vanguards.
- Explore with stakeholders what changes would enhance the impact of the Vanguards, particularly with regard to future priorities and to improve adoption and implementation.

It is important to note that similar pilots for example Newham Transitions project and YourChoice CBT being led by MOPAC and the VRU/London Councils are not in the scope of this evaluation.

<p>As part of the evaluation the provider will be expected to use a range of qualitative and quantitative data collection methods, such as those given below. This list is not prescriptive, and the provider will be expected to identify appropriate methods based on knowledge and expertise:</p> <ul style="list-style-type: none">• A review of key documents, publications and processes.• Use of data (including but not limited to) the use of KPIs to understand what progress is being made and how it illustrates improvement in service delivery, outcomes data, service activity, demographic data.• In depth/reflective interviews with patients and staff.• In depth interviews with key stakeholders – including VCSE organisations.• Design, delivery, and analysis of online surveys (with open and closed questions).• Run workshop(s)/series of interactive sessions to gather feedback and share and test findings. <p>The London Vanguard KPIs are currently being co-developed and finalised with key stakeholders. The KPIs will cover three areas of measurement, these include:</p> <ul style="list-style-type: none">• Structure and Process: to evidence whether the core elements of the model are in place.• Activity Delivery: to indicate the quantity of service provision.• User Experience and engagement: to demonstrate qualitative outcomes. <p>A set of KPIs is currently in development. There will be an opportunity for the provider to share any insights contributing to the final KPIs. The provider will have access to the KPI reports and will be expected to utilise the KPIs in understanding their effectiveness in measuring performance that demonstrates the impact of the Vanguards.</p> <p>The provider will:</p> <ul style="list-style-type: none">• Provide update reports as required to the project steering group, overseeing the day to day project management and delivery of the project.• Present findings to relevant board meetings. <p>The Violence Reduction programme team and Vanguards will support access to stakeholders and provide documentation as far as possible.</p> <tr><td>4. Deliverables and Timescales</td></tr>	4. Deliverables and Timescales
4. Deliverables and Timescales	

- A draft evaluation protocol by **20th January 2023** for discussion and refinement with the Project steering group.
- An interim evaluation report to be completed by end of **October 2023**.
- A draft evaluation report to be completed by the end of **September 2024**, to be presented to the Violence Reduction Mental Health Community Steering Group or relevant group, highlighting key findings.
- A final evaluation report by end of **March 2025**.
- Presentations of both the evaluation including key findings and recommendations to the Violence Reduction Steering group, or equivalent group.

Progress Reporting

- Brief quarterly updates to feed into the quarterly meetings. These highlight reports will need to be sent ahead of the quarterly meetings, at least one week before the scheduled meetings.
- Quarterly meeting with the London Violence Reduction Programme, part of NHS England London region. These meetings will be virtual, with an initial face to face meeting, and any other face to face meetings as agreed by both parties.
- Initial ad hoc meetings that may be required to support the project development. These meetings will be monthly as a minimum to ensure the correct links are made and the project is initiated according to plan.

5. Key Requirements

The provider must be an independent organisation or institution committed to conducting a comprehensive independent evaluation of the London Vanguard.

The provider must be able to work with a range of key stakeholders including but not limited to:

- Leads from North Central London, North East London and South East London ICSs
- Local authority leads in boroughs associated with the Vanguard
- Voluntary, community and social enterprise organisations
- Other community organisations, which may include smaller grassroots organisations
- Youth organisations or youth groups
- Parents/ carers of children and young people
- Faith groups or community leaders from faith groups
- Schools / PRUs, colleges and independent training providers
- Other statutory organisations involved in the care and delivery of services

As part of the evaluation, the provider must ensure the participation of children, young people, parents/families and carers to evidence the qualitative element of their research.

The provider shall have the following, in order to be able to successfully undertake this project:

- Demonstrable experience in conducting robust qualitative and quantitative research as part of an evaluation.
- The ability to develop and disseminate knowledge and evidence in a clear and compelling way.
- Knowledge of Violence Reduction, Children and Young People's Mental Health Services (CYPMHs)/ Health & Justice services (inc. youth justice), safeguarding.
- Some specialist knowledge in psychology and adolescent mental health.
- Experience of research as part of an evaluation within public sector government departments, health, Youth Justice.
- Knowledge of the structure of health and social services in London.
- Extensive experience in developing effective working relationships with a wide range of stakeholders in health and social care, including the public, children and young people, frontline staff in health and social care and those at senior levels.
- The ability to actively listen to children and young people through effective engagement appropriate to age and ability and ensuring qualitative findings in the user voice.
- The ability to capture experiences of parents, carers and affected family members as qualitative findings in a sensitive manner.
- The ability to conduct interviews and focus groups with children and young people, their parents/ carers and staff involved in the delivery of services.
- The ability to organise to complete all aspects of the evaluation including any necessary travel across the 13 boroughs to undertake face to face engagement.
- The ability to provide quarterly updates in the form of highlight reports to the programme team.
- The ability to provide an interim and draft report, with a completed written report to the timings as outlined under section 4.

The provider must ensure that they have both capacity and adequate resources in place in order to deliver a robust, high quality and timely evaluation. We expect that the successful team will include senior evaluators who are able:

- to conduct in-depth interviews,
- triangulate feedback from other interviewees to seek further information sensitively,
- synthesise the available data into meaningful insights for action to improve services.

6. Finance

The provider will receive payment according to the following breakdown inclusive of VAT:

£80,000 – start of project, to support project initiation

£40,000 – April 2023

£40,000 – end of project, upon receipt of final evaluation report.

An additional £15,000 will be made available to cover reimbursement cost for engagement with young people.

The above figures are based on the maximum available funding for this procurement.(£133,333 plus £12,500 Ex VAT).

Exact funding breakdown/ payment schedule may be subject to be changed.

London Vanguard service specification: Community Multi-systems Violence Reduction Programme (CMSVRP) for vulnerable Children and Young people up to age of 25

NHS England and NHS Improvement



London Vanguard: Community Multi-systems Violence Reduction Programme (CMSVRP) for vulnerable children and young people up to age of 25

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Prepared by: NHS England and NHS Improvement London Violence Reduction Programme, Health and Justice Children and Young People Team in association with NEL Healthcare Consulting

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1. Background

NHS England and Improvement (London) Violence Reduction Programme was established to lead the way in shaping how the NHS can support violence reduction, working in partnership, across systems, to develop and implement preventative approaches that improve wellbeing and reduce health inequalities. This includes improving psychological support for vulnerable young people under the age of 25 who are at risk of or affected by violence. This Programme is led by London's Clinical Director for Violence Reduction (and subsequently the National Director) Martin Griffiths.

The NHS England and Improvement Health and Justice Specialised Commissioning Children and Young People's Workstream looks at the needs of vulnerable children and young people who are described as "high risk, high harm, high vulnerability". The overarching aim of the programme is to support children and young people with vulnerable and complex needs, to experience high quality care that is integrated across systems and takes a whole pathway approach.

This specification brings together these two programmes and articulates a model of care that supports the most vulnerable children and young people with complex needs.

2. Introduction

NHS England and Improvement London Violence Reduction Programme and NHS London Health and Justice team have come together to deliver an ambitious and innovative 'Community Multi Systems Violence Reduction Programme' (CMSVRP), hereby known as 'the London Vanguard', which will improve outcomes for vulnerable children and young people aged 0-25 with complex needs across multiple domains.

The innovation is a comprehensive and joined up model of care that meets the NHS Long Term Plan (LTP) commitments and priorities to address prevention, population health and reduce inequalities.

The service model has been developed with input from children and young people. Implementation of the London Vanguard will require genuine co-production with children, young people and their family/carers in the design, delivery and review of the model to ensure accessibility and acceptability of services.

The London Vanguard is not intended to be a new separate stand-alone service. Systems will be expected to build on and enhance local initiatives currently being implemented, and provide coordination, improved collaboration and integrated system working.

Our vision through the delivery of the service is to facilitate integrated trauma-informed systems that enable children and young people with complex needs to thrive. This specification is inviting innovation, creativity and flexibility from system

partners to help make services more accessible and acceptable to the needs of children and young people and bring this vision to life.

The intention is to pilot the London Vanguard, to evaluate, refine, share findings and scale-up learnings in future years. The areas selected as London Vanguard sites will be commissioned by NHS England and Improvement (London) Health and Justice Team and the London Violence Reduction Programme to pilot this model over a 3- year period. Please refer to the Expressions of Interest Document for further details about this process.

3. Purpose, and Context

The purpose of this document is to specify the provision of the London Vanguard. The London Vanguard outlines a comprehensive, joined up psychosocial and psychological support offer, for vulnerable children and young people aged up to 25 who are likely to or have been affected by violence. The focus is on those children and young people who are marginalised in society and at risk of having more complex needs. The needs of these children and young people are defined as 'complex', as they often are:

- Multiple (i.e. not just in one domain, such as mental and physical health);
- Persistent (i.e. long term rather than transient);
- Severe (i.e. not responding to standard interventions); and
- Framed by family and social contexts (i.e. early family disruption, loss, inequality, prevalence of Adverse Childhood Experiences).

The service specification outlines a range of support from prevention, intervention, and case management, taking a holistic view of the child's needs.

The London Vanguard is based on a model developed by the NHS England and Improvement's London Violence Reduction Programme's '*Community Mental Health Expert Reference Group*' Chaired by Prof Peter Fonagy (National CYP MH Advisor and UCL) and Sherry Peck (CE, Safer London). The expert reference group included a range of academics, front-line staff and young people. See Appendix 10.1 for the summary paper that outlines the model. This specification is intended to build on the summary of the model and provide more detail around service provision.

A set of London Vanguard service principles included in Appendix 10.2 support the implementation of the service and were co-produced by the Community Mental Health Expert Reference Group with young people. The principles provide the basis for ensuring:

- effective engagement,
- interventions are culturally responsive, and
- those delivering the interventions in the model, better understand the underlying social, economic factors that affect the development of problems in

these children and young people who are vulnerable to or at risk from violence.

The service described in this specification has also been supported and underpinned by NHS England and Improvement's Health and Justice Team's Framework for Integrated Care hereby known as 'The Framework' (See Appendix 10.3). The Framework was developed in response to the Long-Term Plan commitment to invest additional support for the most vulnerable children and young people who have complex needs and can be described as presenting with high risk, high harm behaviours and high vulnerability. The Framework aims to enhance trauma-informed care and build a formulation-driven, evidence based, whole system approach to providing integrated support and creating change for the most vulnerable.

Rather than providing a heavily prescribed top-down approach the Framework provides a set of principles and practices that act as a template for genuine co- production and integration of services for young people presenting with some of the most complex needs in a specific locality. It seeks to provide a 'scaffold' that allows for innovative working practices and collaborations that stretch across traditional agency boundaries, and that promotes genuine integration and co-production. It aims to drive cultural and organisational change, developing and enhancing services that promote safeguarding, prevent re-traumatisation and enable children and young people with complex needs to thrive.

The need for the system to work in partnerships, particularly at a senior level is emphasised throughout and joint policies and procedures are encouraged. To ensure services are delivering trauma-informed care, training for all staff across the wider system is essential, as well as time being made available for reflective practice and supervision.

The Framework outlines the importance of understanding each child and their experiences, with an emphasis on developing an informed multi-factorial formulation across all services which is co-produced with the child and their family/carers. It encourages each child to have an 'advocate' who champions for the child, navigates them around the system and supports them effectively along their journeys.

Overall, the Framework seeks to improve the wellbeing of and outcomes for the children and young people being supported. This includes reduction in high-risk behaviours; improved purpose/occupation for these children and young people; and improved stability in their homes. The Framework also aims to reduce the mental health concern held by the staff involved, family members and carers whilst creating organisations which are more trauma-informed in culture and practice.

It is pivotal that the London Vanguard principles and the Framework are used as building blocks to support the implementation of this service specification. This work will achieve greater coherence and cohesion across the system through the implementation of a joined up single model of care that meets the needs of vulnerable children and young people.

3.1 Specification aims

The London Vanguard's overarching vision is to facilitate trauma-informed systems and multiagency working which enables vulnerable children and young people affected by violence to thrive. These Children and Young people have complex unmet needs and associated levels of high risk, high harm behaviours and vulnerability and often find themselves in the justice, secure, inpatient mental health and Looked After Children pathways. The service will aim to:

- Improve the lives of young people, their families, and communities
- Put children and young people and their parents/carers at the heart of the care and support delivered by services
- Encourage collaborative working across services to improve children and young people's access to and engagement with psychosocial and psychological support.
- Address inequalities in communities
- Facilitate trauma-informed systems and multiagency working which enables vulnerable children and young people affected by violence to thrive.

3.2 National context

Services across multiple sectors collectively struggle to meet the needs of children and young people with complex unmet needs. Similarly, many of these children and young people struggle to access, respond and maintain progress with the support and interventions offered for a number of reasons including:

- They do not meet diagnostic, referral and treatment thresholds for having a mental health condition.
- Existing provision may not be well-equipped or may lack specific expertise to respond to needs and presentation, including trauma-informed ways of working and demonstrating cultural competence.
- Multiple professional involvement may lead to a lack of continuity of care and/or not meeting needs in a 'holistic' and joined-up way.
- The child or young person and/or family/carers may be not engaged (e.g. due to a lack of trust in statutory services or because entry points are difficult to navigate)¹.

Many of the children and young people in this cohort have been the worst affected by the COVID-19 pandemic, both in the short and long term.² Their lives have been disrupted not just by the pandemic and its public health management, but the impact that this has had on the support systems available to them that might otherwise have addressed issues of mental health and violence that impact their lives.

Youth violence has been on the increase in England in the last decade. Between 2012-2017, rates of physical violence amongst young people in England aged 10-24 showed an increasing trend compared to other UK nations which showed either an overall downward or stable trend in the same period.³

Research into the causes of youth violence and the risks of committing and being affected by violence highlights an association with multiple indicators of complex needs including adverse childhood experiences, access and availability of youth support and/or mental health services and socio-economic deprivation⁴.

Interpersonal violence, including serious youth violence, is one of the greatest public health challenges our societies face. Violence reduction has been a public health priority for the World Health Organisation (WHO) since it first published guidance on the public health approach to violence reduction in 1996⁵.

There are concerning public health implications for children and young people affected by youth violence, their family, carers and communities. It causes ill-health through the impact of fear, injury and loss. There are also resource implications across the system in the short term to deal with injuries and in the long term for the individual's physical and mental health.⁶

3.3 Local Context

London has disproportionately higher rates of youth violence than the rest of England. During March 2019 police recorded 52% more knife crime offences in than in March 2016.⁷

Data from the 2019 London Data Pack (See Appendix 10.4) showed that London had higher rates than the rest of the country across multiple indicators that may signal complex needs. This included the highest rate of admissions to the secure estate in the country, more than twice as many than other parts of England and Wales. London also had higher rates of admissions to CAMHS Low to medium secure units and Psychiatric Intensive Care Units (PICUs) than the national average. Over 50% of London boroughs saw high numbers of children joining the Troubled Families programme. Children and young people from a Black and Minority Ethnic backgrounds are also disproportionately impacted with the data showing that three quarters of children in custody were from a Black and or Minority Ethnic background.⁸

The challenges around this cohort of children and young people are not new. Recent national and local initiatives have worked to improve the support, quality and range of health services these children receive. As a result, there are 'pockets' of promising practice across the country. However, the systems these services are trying to operate in are rarely integrated with each other, resulting in 'silo' based working and ultimately, the complex needs of these children and young people go unmet across the community. A report published by the Centre for Mental Health¹ highlighted the need for partnership working in the community bringing complementary skill sets together, to deliver both engagement and support.

Preventable violence in the capital, widening health inequalities and growing pressures on health care services has highlighted a role the NHS can play in positively influencing a range of factors that help facilitate improved health and wellbeing, with a particular focus on the prevention of violence in local communities. This is reflected in Violence reduction being identified by London's health and care system as one of the regions priorities in the Health and Care Vision for London⁹.

3.4 Evidence Base

The London Vanguard and Framework were developed using the key components from the Thrive Framework, to help inform how psychosocial support can be delivered:

- Thriving
- Getting Advice and Signposting,
- Getting Help,
- Getting More Help, and
- Getting Risk Support¹⁰.

The multi systemic approach of the London Vanguard is based on evidence for Multisystemic therapy that focuses on the family rather than the young person. It is in line with NICE recommendations for children and young people aged between 11 and 17 years with antisocial behaviour and conduct disorders where offering multimodal interventions, for example, multisystemic therapy, is suggested for the treatment of conduct disorder.¹¹ Multimodal interventions should be based on a social learning model with interventions provided at individual, family, school, justice system and community levels by specially trained case managers. There is strong evidence for the effectiveness of the multisystemic approach¹² from the United States^{13,14} including positive effects on: persistent offending; psychopathology; externalising behaviour; parenting and peer factors.¹⁵ There is also some suggestion that when offending behaviour is considered as an outcome, the approach is most effective with those who have committed offences or are below the age of 15 years old.

Two trials of a multi-systemic approach have been conducted in the UK^{16,17}, one smaller trial among adolescents showed a reduction in non-violent offending behaviour¹⁶. The system adopted in the London Vanguard includes significant aspects of multisystemic therapy but rather than focusing on working with the family, this programme is in effect a hybrid of individual and systemic therapy working predominantly with the child or young person on an individual/systemic basis.

The 'Evidence and Gap Map of Interventions to Prevent Children Getting Involved in Violence'¹⁸ and NICE guidance for likely co-occurring mental health problems such as the [Antisocial Behaviour and Conduct disorders](#)¹¹, [Anxiety \(including social anxiety\)](#)¹⁹, [Depression](#)²⁰, [Attention Deficit Hyperactivity Disorder \(ADHD\)](#)²¹, and [Post-traumatic stress disorder \(PTSD\)](#)²², were used to inform the evidence base for effective interventions.

Trauma-Informed Approaches (TIAs) are based on the understanding that many of the children and young people already in contact with services have experienced adversity and trauma and may consequently find it difficult to develop trusting relationships with staff providing care and feel safe within services.²³

This understanding needs to permeate the London Vanguard service relationships and delivery. TIAs are informed by neuroscience, psychology and social science as well as attachment and trauma theories, and give central prominence to the complex and pervasive impact adversity and trauma has on a person's worldview and interrelationships.

4. Service description/care pathway

4.1 Service Description

The London Vanguard is based on multi-systems partnership working which means the service is connected to and works simultaneously with several different services.

The London Vanguard will be delivered by a strategic and operational group of partners including NHS, relevant criminal justice professionals, Local Authority, Education and third sector stakeholders to maximise engagement and access to resources, enable flexibility and local innovation and most importantly to co-manage complex high-risk children and young people. The configuration of partners will depend on the geographical location of the service and requires comprehensive engagement of available community assets. The partners will develop joint policies and procedures to support cross agency working.

The London Vanguard should have senior clinical leadership and oversight to influence relationships and organisational change across agencies and set up and embed credible and reflective practice. Interventions in the service will be multi-systemic and multi-modal, provided where need is indicated, driven by the agreed

formulation (also known as 'my story') (see Framework in Appendix 10.3), and not solely influenced by a particular diagnosis or label. There will be an emphasis on individual and community collaboration and co-production. Staff will work together with children and young people and their family/ carers to agree goals for the child or young person, ensuring care is person centred and every interaction has a positive impact on the child or young person's journey of care.

All interventions in the London Vanguard will be integrated, taking care to avoid specialist interventions being provided in isolation to the wider day to day support the child or young person receives. Staff in the service will also be mindful of the number of specialist interventions that are being provided and how they may overlap and cause confusion. The London Vanguard will undertake joint sustainability planning with the child, young person and or their family/carers from the outset to facilitate maintenance of goals after interventions are provided.

At the core of this London Vanguard is a case worker who is ideally an individual with lived experience of the Justice System. The case worker will be supervised and mentored by a mental health professional, normally a Clinical Psychologist. The case worker with the appropriate skills and training, may also play an active role in delivering a number of interventions. Case workers will help children and young people and their family/carers navigate the system, provide coordination with other services and initiate contact with specialised services where necessary. For example children and young people mental health services, forensic pathways, substance misuse service etc.

It is important that the case worker can establish a trusting relationship with the child or young person and is acting in their interest, and with their priorities in mind.

Careful consideration needs to be given to the framing of the service, if framed as a mental health intervention this will not reflect the holistic support offer and might miss certain children, young people and families, so needs to build in practical support and focus on peer referral.

The London Vanguard has 3 key components:

Prevention

The prevention components of the programme need to be psychologically informed, and co-designed with children and young people, communities and partners, and where appropriate co-delivered e.g. peer workers. It should involve:

- 1) Identifying, collating and signposting information, resources and assets that children and young people and their families can engage with and awareness raising. For example, MindEd videos on antisocial behaviour/conduct problems, Nip in the Bud, telephone helplines such as YoungMinds, the Mix, and crisis text lines such as Shout!

- 2) Outreach and training for organisations and communities, engaging with systems to co-design and deliver targeted trauma informed training (e.g., schools in the most deprived pockets of the borough, families, communities, local authorities, police, Pupil Referral Units, youth centres, children's homes, hostels, youth offending teams) in which there are highly vulnerable young people presenting with a range of risk factors that make them extremely vulnerable to marginalisation and offending. Training will be provided on trauma informed approaches and understanding a child's behaviour in context to their experiences. The London Vanguard will also offer ongoing advice and guidance, clinical supervision and reflective spaces to staff to ensure they continue to feel supported to provide care to this group of children.
- 3) Parenting programmes for families in which there are multiple and combined risk factors for children and young people who are known to services e.g., social care. Community based and co-designed support programmes for family of vulnerable young people include:
- Group based parenting programmes for children up to the age of 11 with conduct problems or oppositional defiant disorder ([Antisocial behaviour and conduct disorders in children and young people, NICE 2013¹²](#)). The intervention provides opportunities for parents/carers to learn positive methods and strategies to practice non-violent discipline, use consequential problem-solving skills, emotional regulation and non-violent communication.
 - Parents or carers not engaging in a group format but whose family background or presentation identify them as being high risk of violence, should be offered individual level interventions This is particularly relevant for many families with high levels of instability, who may be engaged with services at multiple levels for whom a group-based intervention is exceptionally difficult to implement.
 - Key things to address in the programme include: (a) early identification, (b) engagement, (c) shared decision-making with the family, relational engagement, (d) authenticity of the 'offer' that ensures the family feel respected and understood in terms of the challenges which they face.
 - A key quality of the service is being persistent and consistent, notwithstanding a negative reaction to the offer.
 - Parenting programmes need to be a well organised, 'total' model of care that integrates a system of parenting models with local communities, helping draw on the knowledge and resources that

reside in the community. The result of which would be a range of offers, from professional-delivered groups to 1:1 to peer-to-peer, bringing these together so that parents are not facing a fragmented offer.

- The context of the development of parenting programmes is culturally distinct. Thus, the participants in the programme may not be the traditional biological mother/father but is likely to be a culturally appropriate carer such as a grandparent/aunt who is strategically most relevant to the child's behaviour.
- The use of social and cognitive problem-solving programmes to children and young people aged between 9 and 14 years treated individually or in collaboration with families therapy may be required for the most high-risk cases presenting with oppositional defiant disorder or conduct disorder or are already in contact with the criminal justice system because of antisocial behaviour.

Intervention

- 1) [The 'Evidence and Gap Map of Interventions to Prevent Children Getting Involved in Violence map'](#) should be used as a live resource to inform the most current available evidence on effective interventions for this service. All interventions provided are driven by the child or young person's formulation.

Therapeutic interventions should be offered to support:

- problem-solving
 - wellbeing
 - engagement in pro-social lifestyles, and
 - disengagement from unhelpful social groups.
- 2) The interventions offered should establish better 'trust' in systems designed to support children and young people. Young people often may not be ready to engage in a formalised therapeutic intervention – they may disengage and re-engage, they may present as chaotic and boundary pushing/crossing. As a result developing relationships and establishing trust with children and young people may take time.
 - 3) Interventions offered will focus on a broad range of issues including contextual, mental health related, and issues of emotional wellbeing that are the consequences, or sometimes aggravating factors, in violence which will

be addressed alongside diagnosable mental disorder if these are also present.

- 4) The delivery of low-intensity interventions should be in line with NICE guidance for [depression](#), [social anxiety](#), [ADHD](#), and [PTSD](#). Services should be guided by these NICE evidence summaries, including the comprehensive review provided by the Youth Endowment Fund. In view of the complexity of these presentations and the limitations of available evidence, routine collection of outcomes data should be undertaken by the service to help drive quality improvement and to confirm the value of the intervention offered.
- 5) Children and young people should have access to specialist support interventions, including but not limited to social work, accommodation support, substance misuse and education, training and employment support.

Clinical supervision is essential for caseworkers and all staff involved in delivering the interventions.

Case Management

This component is aimed at the most complex/high risk cases where children and young people are already involved with multiple agencies.

Some of the young people receiving support from the 'intervention' stream may require case management based on increased level of need/risk.

This will take the form of a multi-systems case management role and involves the case worker working directly with the young person but also liaising with the multiple agencies (e.g., police, CAMHS, local authorities) with whom the young person comes into contact and, where appropriate, acting as their advocate. Core components of case management include:

- Case-finding
- Assessment and care planning,
- Development and sharing of formulations and risk assessments.
- Care co-ordination, this can include, but is not limited to:
 - Self-care support,
 - Advocacy, understanding the causes and function of unhelpful patterns of behaviour by the young person, working across systems to formulate solutions to these challenges with engagement and ensure this information is appropriately and effectively shared.

- Co-ordinating further onward referral where necessary, including to children and young people mental health services or forensic services, Monitoring and review.
 - Case closure
 - Examples of toolkits and risk assessment tools that can be used are:
 - a. [Contextual Safeguarding Network toolkit](#)
 - b. Specialised risk assessments; SAVRY and Y-ARAT
- <https://www.csnetwork.org.uk/en/toolkit/assessment?tier=two>
- 1) As these children and young people often present with multiple mental disorders and other health and social needs, awareness of the possibility of emotional and neurodevelopmental problems alongside violent behaviour may be critical to formulating the child or young person's difficulties.
 - 2) The child or young person may be engaging with the case worker but will require more advanced care co-ordination support from a more senior clinician based on the level of complexity and risk. This should be the person supervising the case worker on the relevant case (The Supervisor).
 - 3) The role of the Supervisor would be to guide the case worker on the best course of action based on a multi-agency care co-ordination plan. These cases need to be more closely supervised as the risk can be extremely dynamic.
 - 4) For 10-25 years olds who have been convicted, or those who are leaving prison and may have been, or are affected by violence or drug related offending, an adapted psychological intervention service should be provided wrapped around holistic wellbeing support (e.g. housing, jobs) in accessible community-based settings.
 - 5) Children or young people leaving the secure estate are often at an immediately high risk and it is therefore crucial to provide an in-reach service to do preparatory work with them in both the youth or adult estate before they are released. The service will need to work in together with the child or young person and in partnership with healthcare services in the secure estate to ensure that appropriate support is provided.
 - 6) It is unlikely that a child or young person receiving support in this component will be already working effectively with relevant services, however where there is good engagement this will be supported and encouraged by the case manager with the intention of sharing effective practice at the individual level for that child or young person.

4.2 Service Description

In all 3 components described by the London Vanguard, there should be expertise and capacity to make reasonable adjustments for children and young people with learning disability, autism or both who present as neuro-atypical, including potential adaptation of treatment programmes and specialist assessments or referrals.

4.3 Eligibility criteria

The London Vanguard will deliver a service for Children and Young people aged up to 25 years who are at risk or affected by violence directly or indirectly, with a focus on supporting children and young people who are from marginalised or vulnerable communities. A breakdown of the complexity of needs for each of the key components is summarised below.

Prevention

Children, young people and families who have multiple risk factors (e.g. family breakdown, mental illness in the family, living in poverty, in high crime areas, parents/siblings known to the justice system, domestic violence in the family, difficulties in school, in care, lots of adverse childhood experiences etc.) and are at high risk of exclusion from school, often becoming mentally unwell.

Intervention

For children and young people presenting with multiple well-being needs/vulnerabilities that are creating significant problems for them and for which they are not currently engaging with any interventions despite being offered help (e.g., a combination of mental health, offending, social, stability and occupational needs). Can be presenting in police custody, YOS, social care, mental health services etc.

Case Management

These are children and young people presenting with multiple needs and vulnerabilities that are engaged in the most serious and risky behaviours and/or have extreme mental health needs that are not being managed due to non-engagement with statutory services. This includes children and young people already known to services that manage high risk individuals e.g., those in Probations MAPPA meetings, Gangs unit, acute mental health teams, FCAMHS etc. where the case can be co-managed with the statutory provider.

The key advantage of the London Vanguard is the establishment of trust between a case worker and the young person and integration of the service in the community. The case worker may be able to provide a level of practical support to the young person whilst supporting them to begin to access and actively engage with another

service. The case worker can help facilitate a hand over of and handing back to the London Vanguard depending on the risk of the young person.

The above criteria is not fixed and may be adapted to reflect the needs of the local population. Any variation will need to be specified.

The London Vanguard provider should consider possibly extending the age beyond 25 for young people who manifest with less autonomy and independence than might be expected for their age. Part of the smooth transition is ensuring that safeguarding principles follow the young person between services (transitional safeguarding).

There would be special pathways and consideration given to those children and young people who were in a transitional phase between youth and adult custody or mental health services, with special arrangements to ensure a smooth transition.

The service will not necessarily expect that a young person at referral will have a previously diagnosed mental health difficulty.

4.4 Delivering care in the community

Embedding the London Vanguard in the community and using community assets is integral to the model. The service will be expected to invest in and make use of local community knowledge and resources. The service should be delivered by a community facing provider in partnership with health or justice services. NHS providers will provide the clinical oversight to the case worker role but also either co- manage cases or take on cases that are beyond the skill set of the case worker.

Therefore clear clinical, financial and information governance agreements should be in place with NHS organisations. These partnership arrangements should be clear and transparent when engaging with communities.

The community focus implies investment in the community, not just placement within the community. This means making use of community groups and faith groups which serve not just as a source of referral but the platform from which services are delivered and into which investment is made. Some aspects of the service, such as the parenting programme, can be delivered as part of an outreach intervention in a range of locations including non-traditional settings.

The London Vanguard is expected to offer several settings or contexts for the delivery of interventions in a safe and flexible manner. Some examples are set out below but are not an exhaustive list:

- Location-based settings

Serves one group of children and young people in a discreet building in the heart of the community that operates in hours that optimises the availability of children and young people for support. Ideally these children and young people will co-create the space with the team to ensure that it is set up to

meet their needs. These settings should be hyper local so that those whose safety is challenged are not expected to navigate long journeys to access services.

- Embedded settings

Case workers are situated within community assets which may include a pupil referral unit (PRU), children's home and youth club. Access to safe spaces within the community, preferably non statutory settings, is essential e.g. community centres and libraries. Safety is a huge concern for this cohort of children and young people and for many there is a significant chance that they will be attacked in some areas. Discreet community spaces across boroughs are therefore essential to children and young people's safety.

Effective evidence models exist for implementing outreach to individuals and communities in an "assertive" manner. Proactive outreach extends the offer to families and communities and can help engage those groups often designated "hard to reach" for mainstream services. It is critical that such outreach efforts are made in a way that is acceptable and welcomed by the community, often times directly supported by them.

4.5 Referrals

The London Vanguard should ensure it works to promote itself within local communities. There should be a clear front door into the service. This should be delivered by an experienced team member, for example an operational/service manager who has the knowledge and experience of working across the different components of the service. Once referred in, the London Vanguard will provide an initial assessment and either take the referral or refer to other relevant services available in the wider system.

It is important due to the complex overlapping needs of the population, that referrals are accepted from a range of services and organisations across the wider system. Including from the community and the child or young person themselves.

For example:

- Emergency Departments and Major Trauma Centres
- Children and Young People's Mental Health services
- Adult Mental Health Services
- Community health settings e.g. sexual health / drug and alcohol
- Sexual Assault Referral Centres or Child Sexual Assault Services
- Children's social care or Adult social care /child welfare services, referring onward from police, schools, colleges, alternative provision schools, PRUs or parents

- Justice services
- Schools offering first-line behaviour intervention programmes where these have failed
- Self-referral or referral by service with consent following outreach from police custody suites, courts or from the secure estate.

The London Vanguard should be clear that consent underpins all referrals and the service will not accept referrals without the child, young person or family/ carer's agreement. If a child or young person does not provide consent. Support and advice can be given to their families.

Individuals in early childhood, or adolescents may opt to involve their family or carer in the support they receive because they recognise the relevance of family dynamics to their violent conduct.

4.6 Length of the London Vanguard and Interventions

The overall length of the London Vanguard will vary for each child or young person accessing the service.

This will be formulation-based and dependent on the assessment of the child or young person's mental health and/or neurodiversity needs, contextual factors and co-occurring problems. It will depend on which component of the service is being accessed as well as the child or young person's ability to engage. Table 1 below provides a guide to the length of the core components of the London Vanguard.

Flexibility is a key requirement of case working with the child or young person and, if appropriate, their family/ carer. Liaison with other systems and services can engage the case worker in more "contact hours" than direct case work.

Table 1: A guide to the length of the core components within the London Vanguard

Component/Intervention	A guide to the length of intervention
Parenting programmes	8-14 weeks (2 hour sessions) adapted if the family require an interpreter or if the family's capacity to absorb the information is better adapted to briefer and more frequent input.(NICE)

Interventions	<p>Dependent on the psychosocial or psychological intervention being used.</p> <p>If the child or young person requires for example, more formalised treatment e.g. for PTSD they may still access support from their caseworker to manage on-going life issues e.g. housing, employment.</p> <p>Length of the intervention could range from 18 months to up to three years. Based on a similar approach to interventions that would be offered for Children and Young People with severe attachment and relational difficulties.</p>
Case Management	Minimum 1 year – 18 months depending on severity of need

4.7 Discharge and Care Planning

The London Vanguard will need to ensure that plans for discharge are jointly agreed between the child or young person, their family or carers and involved agencies.

This should be built in early as part of the overall care plan. Decisions on discharge destination will need to be based on the child or young person's individual needs.

Decisions should consider continuity of care, safety of the child or young person and their family or carer and sustainability of outcomes achieved.

Referring services must identify a named key worker who will remain in contact with the case throughout the period of involvement.

The London Vanguard will ensure rigorous care planning from the point of referral to discharge and ensure that the meeting of need and risk management is clearly prioritised. This should take into consideration the needs and wishes of the child or young person and their family/ carer, and the involvement of other professionals.

Where relevant a copy of the discharge planning information will be shared, with consent of the child, young person and/or their family.

Children and young people may move to other services and other geographical locations. Such transitions will be planned and monitored as appropriate. This may require liaison and ongoing support for the child or young person from the service.

Contact with the case will not automatically end if the young person in question moves out of catchment into specialist residential, custodial, educational or secure mental health in-patient provision.

The London Vanguard may in some cases be the team best placed to follow the young person through any out of borough placement and ensure that the young person's needs continue to be met and that transition back to the home area can be facilitated.

4.8 Co-Production

The London Vanguard will be expected to demonstrate their approach to embed meaningful children and young people and family/carer participation into their structures and the resulting impacts.

The London Vanguard will promote an open and transparent culture of listening to and responding to the views of children and young people and their family/carers who are in receipt of support from the service. In addition, the service will:

- Develop and embed mechanisms to maximise opportunities to engage with and seek the views of all children, young people and their family/carers and to feedback on the outcomes of activity and decision making.
- Implement robust processes for the systematic collation, analysis and triangulation of service user experience data from a variety of sources including child and young people and family/carer experience surveys, complaints, and other available forums, to understand the needs of children and young people and their family/carers.
- Analyse user experience and triangulate to identify themes and trends. This must inform the development of service improvement plans, the outcomes of which will be tracked and reported across the system and communicated to children and young people and their family/carers in line with the “you said, we did” principle.
- Implement a programme of age-appropriate child or young person and family/carer satisfaction surveys across each service area which will include quarterly surveys with regular reporting to system partners including commissioners.
- Develop and implement a robust complaints management system that is responsive, child and young person centred, takes into consideration family and carers and informs service improvement.
- Ensure there is representative engagement and overcome barriers that prevent or discourage participation or involvement of “underserved” groups, for example by using visual aids, easy read and adapting facilities for disabled people.

- Ensure there are formal processes in place and that these are documented to facilitate robust and regular participation of children and young people and their family/carers, including a forum with representatives who use the service. Reports on the work undertaken by the children and young people and their family/carers and the service will be included in updates to the system including commissioners.

4.9 Partnership working and interdependencies.

To ensure the key activities and characteristics are embedded across the wider system there must be strong partnership working and collaboration. From leaders to administrators there must be a shared commitment to develop a seamless model of care and support that does not 'bounce' the children and young people between different organisations and/or teams.

Without a coordinated and joined up approach, progress is likely to be undermined, people will be at risk of falling between gaps in service provision and unintended consequences may ensue.

Partnership working must take place with education, housing, social care, and justice agencies to determine pathways and risk management. For the most part services do not work with the police on individual cases. Although, it is agreed that effective working relationships through Community Safety Partnerships and Integrated Offender Management, may be helpful in some instances. The London Vanguard provider will need to ensure the range of knowledge and skills required are reflected in local workforce strategies.

The London Vanguard needs to build, develop and maintain effective operational relationships with a range of organisations, including, but not exhaustively:

- Children and Young People's Mental Health Services
- Adult community mental health services
- Children's services
- Community services for people with a learning disability and/or autism
- Family services
- Education services
- Safeguarding services
- Providers of social care and support
- Primary Care

- Sexual Assault Referral Centres or Child Sexual Assault Services
- Independent, Private and Third Sector Service Providers
- Police & Justice System partners, including Courts
- Forensic mental health providers

Related projects

At the time of developing this specification the Mayor's Office for Policing and Crime (MOPAC) is due to invite services to tender to pilot a Transitions to Adulthood Hub. The London Vanguard includes a multi systems case management model for 18–25- year-olds on probation and 17-year-olds transitioning from the Youth Offending Service to probation in Newham. The invitation to tender was published on 17 May 2021 and ended on 14 June 2021.

Local Authority Violence Reduction Units have also submitted a bid to deliver 'High Intensity Therapeutic Interventions for Serious Youth Violence. If awarded this initiative will launch in June 2021.

Both these initiatives share similarities in approach, outcomes and target group of children and young people. The service will be expected to establish effective joint working arrangements with these initiatives to facilitate system and pathway integration.

5. Workforce

5.1 Leadership

The London Vanguard will have a leadership strategy that covers all elements of the service with clear lines of accountability. This will include the development of leadership roles within the service as a whole.

Robust support mechanisms such as clinical supervision and reflective practice and forums should be in place to maximise the expertise and involvement of staff, in decisions that impact upon their working practices and delivery of care to and support.

The London Vanguard will develop a culture whereby the team achieve and sustain high quality, compassionate and ever-improving care and support through demonstration of authentic, strong, strategic, clinical and operational leadership within the service and the wider organisation.

The leadership approach must ensure that everyone takes responsibility for the success of the service as a whole – not just for their own jobs or area – creating

positive, supportive environments for staff and people who use the service, delivering higher quality care and support.

The London Vanguard will demonstrate how all staff members will be supported to solve problems, ensure quality of care and support and to promote responsible, safe innovation.

The London Vanguard will develop vision and mission statements translated into clear, aligned, agreed and challenging objectives at all levels of the organisation and children and young people and their family carers.

5.2 Staffing

The whole time equivalent (WTE) required to deliver the London Vanguard will depend on the local population size, level of need in the borough and availability of other services. The 2019 London Data Pack (See Appendix 10.4) can be used to provide an indication of need amongst children and young people across London boroughs. This data set focuses on children and young people between the ages of 0-18 only. ICSs will need to build on this data to understand levels of need for their population.

Case workers themselves would be employed by the London Vanguard provider.

The size of the case load and the case worker clinician ratio will be locally determined by the ICS and will depend on the severity of need identified in the population.

Table 2 below outlines the range of professionals who have a role in the London Vanguard. It is not the intention that every service will include all these professions as part of the core team, rather that some of these specialist roles outlined below, will be brought into support children, young people and their families as needed.

Table 2 Summary of the range of professionals who have a role in the London Vanguard.

Role	Input
Core team	
Clinical Lead	To oversee the clinical governance and senior strategic partnerships for the service. In light of the complex and severe nature of the presentations (often with extremely risky mental health, offending and safeguarding needs), it is essential to have a Clinical Lead responsible for overseeing the strategic and operational partnerships (Met Police, Local Authority etc.) and holding accountability for the service.
Operations Lead/Service Manager	To oversee all day-to-day operations and risk management of the service.

Administrative support	To support the day-to-day administration of the team, coordination of events, development of timetable, collating information and advice resources.
Experienced Mental Health Professional	Senior Clinical Psychologists have overall oversight of all clinical cases and offer supervision, consultation and training to both internal staff and external partners. One WTE Clinical Psychologist may oversee approximately 8-10 case workers depending on the severity of need of the cases held.
Low intensity psychological therapists	Associate psychologists, psychological wellbeing practitioners, educational mental health practitioners, and child wellbeing practitioners or other professionals qualified in low intensity therapy to co-deliver adapted mental health interventions to children, young people and families in the community. The interventions will be evidence based and prioritised knowledge of short-term interventions (e.g. behavioural activation, anxiety management techniques, anger management, motivational interviewing, attachment based approaches, strengths focused approaches), familiarity with community psychology models and trauma approaches are essential for these roles. It is helpful to have some clinicians who have had a minimum of 1 year's experience in a statutory NHS setting to navigate some of the complexity of cases. A maximum of 6-10 cases of one-to-one work at a time is recommended given the intensity and multi-agency work some of the cases generate (i.e. going to court, advocacy, working with the network, managing risk etc.) This is in addition to training, consultation, clinical supervision and co-producing activities.
Case workers	Who sometimes may co-deliver adapted mental health interventions to children and young people, ideally have some lived experience of the justice system. Their primary responsibility is building trust with the child or young person and or their family/carer, providing advocacy, coordinating services and pathway navigation, working with the network, managing risks, going to court and other meetings alongside individuals if necessary. The case worker is ideally fully embedded in the community, as well as the team and is supervised by a mental health professional. All cases are coordinated and sometimes co-worked with the mental health professional so a max of 6-10 cases is recommended for the reasons explained above.

Occupational therapist or similar life skill coach	To co-deliver adapted mental health interventions to young people based on the level of basic need around life skills. A lot of the young people that present appear to have unmet learning needs and developmental gaps, and benefit from practical interventions such as learning to cook, manage money, use transport etc.
Specialist resource accessed from the Children' or Adult's Mental Health Service, local Authorities or Social Care as and when required to deliver interventions or provide practical support	
Family Therapist	To work with families directly alongside case worker/mental health professional. There appears to be a significant need for family therapy work, which is not often accessible for this cohort. The family therapist should be able to work in an outreach capacity and provide consultation to partners agencies. A max of 6-10 cases is recommended for the reasons explained above if delivered via a one-to-one intervention.
Education, Employment and Training (EET) Specialist	To work directly with young people and local/national EET providers to forge relationships and source/create appropriate opportunities for young people to transition out of offending. This includes supporting young people into learning and earning opportunities alongside support around claiming benefits. Work is joined up with therapists to ensure that mental health needs are addressed appropriately and wrapped around EET activities.
Housing Specialist	To work directly with young people and the team to address housing issues which have consistently been a pervasive theme for individuals within this cohort. Work is joined up with therapists to ensure that mental health needs are addressed appropriately and wrapped around housing activities.
Latent Community Assets	It is recognised that in all these positions, and beyond the service will be deeply reliant on non-traditional actors. The advantage of placing these services in the community is critically linked to mobilising community assets and encouraging community members to apply for positions within the organisation. It is essential that such contributions are fully recognised and financially rewarded. Good models exist for involving parents for the delivery of evidence-based interventions to other parents and near peers to be trained in effective peer support. We recognise that individuals with lived experience are often in a better position to implement change than those with traditional practitioner training.

The London Vanguard must ensure that the workforce is able to provide high quality, safe, effective, caring, responsive and well led care for children, young people and their Family/Carers and that there is always sufficient staff capacity and capability to safely and effectively deliver the London Vanguard.

The London Vanguard will ensure that the workforce is able to work flexibly and provide cover to ensure that shortfalls in staffing can be covered. This provision must be sufficient and sustainable and there must be a workforce contingency plan in place. The appropriate skill mix of all staff must be clearly identified, including team leadership roles.

5.3 Skills and competencies

Staff working and engaging with the London Vanguard must demonstrate a high level of cultural competency ensuring the delivery of psychosocial and psychological and therapeutic interventions are innovative, creative, flexible and adaptive to children and young people's needs.

Additional skills and competencies include:

- Having lived experience or a strong understanding of the context in which offending occurs.
- Knowledge and skills of strength-based approaches
- Knowledge of the local communities they support.
- Experience of working with complex children and young people.
- Ability to hold risk and work in a holistic way.
- Ability to undertake dynamic risk assessments a daily basis.
- Ability to build good working relationships with multiple agencies and work in the community.
- Ability to work flexibly and support children and young people with a host of needs.

This list is not exhaustive and should be adapted to meet the skills and competency needs required for each role.

5.4 Education and Training

The education and training needs of the workforce are a key enabler to support the delivery of the London Vanguard.

Staff should have access to appropriate learning and development opportunities which will be a combination of e-learning, practice based and accredited learning at the appropriate academic level to enable personal and practice development.

Education and training needs can also be met through, for example, local skills training, e-learning, seminars, shadowing, clinical placement exchanges and rotation programmes.

A programme of training should be provided to all staff working in the London Vanguard. The following areas should be considered as part of the education and training programme for the London Vanguard workforce:

- Trauma informed working
- Attachment based models e.g AMBIT
- Working with health, social and race inequalities
- Promotion of positive practice models which support thriving and diverse workplaces, such as the Stonewall Workplace Equality Index
- Counselling skills
- Case management skills
- Goal setting and care planning
- Strength based approaches
- Risk management, boundaries, safeguarding
- Ongoing supervision and reflective spaces as this work can be very challenging and traumatising.
- Some basic introduction to the justice system as a lot of the work can involve helping YP make sense of the Justice System
- MBT, Systemic/ecological systems theory,
- Narrative theory,
- The INTEGRATE model.
- Resilience
- Training to support the delivery of low intensity interventions

This list is not exhaustive and should be adapted to meet the training needs of the workforce.

The London Vanguard will develop a profile of mandatory training and required annual update of existing competencies, in line with national standards, that must be undertaken by all staff and updated regularly.

6. Key Standards and requirements

6.1 Governance, quality and safety

Governance arrangements and structures should be in place which facilitate continuous service improvement by the utilisation and analysis of key information sources such as: critical incidents, complaints, experience and outcome data, best practice and clinical audit, serious incident investigations, serious case reviews

Clinical governance concerns both clinical and non-clinical staff and acknowledges everyone's contribution to the patient's experience. The London Vanguard provider has the responsibility to ensure clinical governance for all of the sub-contractors and sessional workers.

The London Vanguard will be required to comply with quality and safety reporting in line with the arrangements in the partner organisations, existing CCG/ICS frameworks and agreed protocols across the partnership.

It is expected that the service will use a variety of methods to ensure that a high- quality and safe service is provided.

6.2 Safeguarding

Safeguarding issues may appear both in relation to the child or young person and sometimes the parents/carers. Close links with relevant services is key and the opportunity for the safe delivery of services should be a priority.

Safeguarding requirements for the London Vanguard should be in line with the expectations set out in the overarching arrangements in each partner organisation. In addition to complying with local Safeguarding Policies, providers' policies on safeguarding should comply with NHS England's safeguarding policy and must meet the requirements set out in the 'Safeguarding Vulnerable People in the NHS – Accountability and Assurance Framework'. Both these documents together with other NHS England safeguarding policies and relevant documents can be found on the NHS England website via the following link:

<https://www.england.nhs.uk/ourwork/safeguarding/policies/>

It is also expected that safeguarding reporting will align with existing frameworks within the ICS and each Local Safeguarding Children's Partnership within the ICS.

6.3 Prevent

Prevent duty requirements for the London Vanguard should be in line with the expectations set out in the overarching arrangements in each partner organisation. The Counter-Terrorism and Security Act 2015 contains a duty on specified authorities to have due regard to the need to prevent people from being drawn into terrorism. This is also known as the Prevent duty. Further detail can be found via the following link:

<https://www.gov.uk/government/publications/prevent-duty-guidance>

6.4 Consent

The London Vanguard must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.

Consent requirements will be in line with the overarching arrangements in each partner organisation.

6.5 Sharing of Information

Effective sharing of information is critical within this programme and should be paramount. The London Vanguard will be required to establish effective information sharing arrangements with partners and across the system.

These arrangements will need to be jointly agreed and to align with existing systems and frameworks within the partner organisations.

This work should align to the principles set out in Working together to Safeguard children which can be found here

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/942454/Working_together_to_safeguard_children_inter_agency_guidance.pdf.

[The London Vanguard should also consider the power](#) to share information to prevent crime under s.115 of the Crime and Disorder Act 1998 and the duty contained in the Police, Crime, Sentencing and Courts Bill 2021 to share information to support strategies to reduce serious violence which can be found here

<https://www.gov.uk/government/publications/police-crime-sentencing-and-courts-bill-2021-factsheets/police-crime-sentencing-and-courts-bill-2021-serious-violence-duty-factsheet>

6.6 Inequalities

Addressing inequalities is a key delivery objective of the London Vanguard. It is expected that the service will establish evidenced based systems to deliver against

this objective using tools such as the [Advancing Mental Health Equality Resource](#) to identify and reduce inequalities related to mental health support, care and treatment

The London Vanguard will be required to develop a co-created plan to identify and progress activities to address specific inequalities associated with the target population.

In addition, the London Vanguard is expected to comply with existing requirements within partner organisations for identifying and addressing inequalities.

The London Vanguard provider should ensure that it has a diverse and representative workforce across all levels of the service, and that they have the skills and capabilities to help advance mental health equalities.

7. Outcomes

The outcomes for each of the London Vanguards Aims is shown below:

Aims	Outcomes
<i>Improve the lives of young people, their families, and communities</i>	<ul style="list-style-type: none"> • Improved children, young people and family wellbeing • Reduction in high-risk behaviours • Improved purpose/occupation
<i>Putting children and young people and their parents/carers at the heart of the care and support delivered by services</i>	<ul style="list-style-type: none"> • Improved relationships with children and young people and their parents and carers • Increased levels of coproduction into services from children and young people and their parents and carers
<i>Encourage collaborative working across services to improve children and young people's access to and engagement with psychosocial and psychological support.</i>	<ul style="list-style-type: none"> • Creation of services which are acceptable and accessible to children and young people and their parents and carers. • Increased levels of formulation being carried out with children and young people
<i>Facilitate trauma-informed systems and multiagency working which enables vulnerable children and young people affected by violence to thrive.</i>	<ul style="list-style-type: none"> • Organisations working collaboratively across services to co-ordinate, integrate and deliver trauma-informed care. • Increased level of understanding of complex and vulnerable young people's needs across organisations.
<i>Addressing inequalities in communities</i>	<ul style="list-style-type: none"> • Increased understanding across organisations on needs of marginalised communities, (engagement and support from key local stakeholders, engagement with key community leaders)

	<ul style="list-style-type: none"> • Increased community resilience (working with skilling up where appropriate community members in supporting vulnerable people) • Opportunities for children, families and YP to feed into how systems can be more effective for marginalised groups (platforms for YP, families and community perspectives to feed into influencing local systems)
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8. Monitoring and evaluation

8.1 Monitoring

Key performance indicators.

The KPIs listed below are indicative and aligned with the outcomes of the model. NHS England and Improvement will work with selected ICSs to further refine these. Note that this table includes outcomes which will be collected Nationally and not by the ICS. These outcomes will be agreed and confirmed with the ICS prior to the service commencing.

#	Outcome	Indicative frequency	KPI	Timescale
1	Improved children, young people and family wellbeing: <ul style="list-style-type: none"> Child or young person displaying direct improvement in their MH, emotional regulation and well-being, with clear progress towards goals Increased ability to be able to ask for help and sustain engagement Previously unmet emotional and behavioural need in this group of children and young people is now met; Reduced severity of mental health concerns Empowering Children and Young people by enabling them to have the skills they need to maintain their own well being, for example, using self-reflective tools. High quality parental, involvement improved family functioning, reduced parental conflict, improved parental mental health and self-esteem. 	Quarterly	<ul style="list-style-type: none"> % of children and young adults and their family/carers who report improved mental wellbeing (measured pre- and post-intervention) Use of age appropriate Patient Report Outcome Measures % of children and young people waiting for CAMHS or Adult MH services. % of families who report feeling better informed and able to support the child or young person. % of children and young people and their family carers who report improved satisfaction. % of families who report feeling less anxiety 	TBC
2	Reduction in high-risk behaviours <ul style="list-style-type: none"> Reduced frequency and severity of identified behaviours that indicate the potential for harm (to self, others or from others); 	Quarterly	<ul style="list-style-type: none"> % of children and young people who are known to be involved in harming behaviour. % of children and young people who are known to be involved in offending behaviour 	TBC

	<ul style="list-style-type: none"> Reduced frequency and severity of behaviours that could be described as challenging Reduction in need for acute services 		<ul style="list-style-type: none"> e.g. contact with Youth Offending Teams, probation or liaison & Diversion. % of children and young people who are involved in other high-risk behaviours. The definition of this may be locally defined. 	
3	Improved purpose/occupation <ul style="list-style-type: none"> Child or young person is supported to re-enter/remain in mainstream education where appropriate (or local specialist provision for children with SEND where previously indicated), and enjoy and achieve through positive learning experiences; Improved education attendance and engagement as well as prevented sanctions, planned isolations and school exclusions. Reduced number of children and young people being excluded from mainstream provision of core services. Increased access to education, employment and training including for young people over 18 years. Engagement in extracurricular activities or other personal development activities/courses outside of statutory education that can enhance skills help Children and Young People feel more fulfilled alongside their educational/occupational goals. Basic stability needs that were previously unmet are met (e.g. access to a GP, access to relevant support around housing, benefits etc.) 	Quarterly	<ul style="list-style-type: none"> % of children and young people aged under 16 who are excluded from mainstream education e.g. school. Number of days of fixed term exclusions for children and young people under 16 % of children and young people aged 16+ who are not in education, employment, or training (NEET). % of children and young people who regularly attend mainstream education.(To be defined locally and potentially on a case by case basis) % of children that are registered with a GP 	TBC
4	Improved relationships with children and young people and their parents and carers <ul style="list-style-type: none"> Increased understanding of trauma 	Quarterly	<ul style="list-style-type: none"> The % of children and young people who have an assigned "Case worker" or equivalent meaningful relationship with a staff member who is assigned to them. 	TBC

	<ul style="list-style-type: none"> • Services are strengths-based and put children and young people at the heart of care and support offered. • Increased engagement in the service from children and young people, parents and carers. • Increased levels of coproduction into services from children and young people and their parents and carers 		<ul style="list-style-type: none"> • % of formulations which are created with the child and young person • % of children and young people engaging with the service • % of parents engaging with supportive interventions for parents or parenting programmes • % of 'did not attend' or 'did not bring' to appointments 	
6	Creation of services which are acceptable and accessible to children and young people and their parents and carers. <ul style="list-style-type: none"> • 	Quarterly	<ul style="list-style-type: none"> • % of children and young people engaging with the service • % of parents engaging with supportive interventions for parents or parenting programmes • % of 'did not attend' or 'did not bring' to appointments 	TBC
6	Organisations working collaboratively across services to co-ordinate, integrate and deliver trauma-informed care. <ul style="list-style-type: none"> • Staff working together more effectively • Improved collaborative leaderships • Improved pathways to enable marginalised children and young people access appropriate care. 	Quarterly	<ul style="list-style-type: none"> • Number of organisations signed up to deliver the London Vanguard service. • Number of organisations represented on the London Vanguard service governance. • Evidence of joint working agreements and protocols in place • Number of staff accessing prevention workstream for advice and guidance. • % of children and young people who have a formulation-based care plan which is shared across organisations. • % of children and young people who have a multi-agency care co-ordination plan 	TBC

7	Increased level of understanding of complex and vulnerable young people's needs across organisations. <ul style="list-style-type: none"> All organisations and senior management have an understanding of trauma 	Quarterly	<ul style="list-style-type: none"> %/number of staff who have undergone relevant training including: <ol style="list-style-type: none"> Trauma informed training Risk management % of staff who report feeling able to do their job effectively % of staff offered clinical supervision % of staff sickness and turnover 	TBC
8	Increased understanding across organisations on needs of marginalised communities, (engagement and support from key local stakeholders, engagement with key community leaders)	Quarterly	<ul style="list-style-type: none"> The London Vanguard has an inequalities strategy that is informed by a needs analysis coproduced and delivered with communities. Number of community members representative of the population who involved in the development and delivery of the Inequalities strategy. Number of staff who have undergone the relevant awareness training including cultural sensitivity/awareness training. 	TBC
9	Increased community resilience (working with skilling up where appropriate community members in supporting vulnerable people)	Quarterly	<ul style="list-style-type: none"> Number of community members upskilled in supporting vulnerable children and young people Number of community members involved in delivering interventions % of community members reporting anxiety 	TBC
10	Opportunities for children, families and young people to feed into how systems can be more effective for the community including those who are underserved (platforms for YP, families and community perspectives to feed into influencing local systems)	Quarterly	<ul style="list-style-type: none"> % of children and young people and their families that provide feedback on services Regular review of service user feedback in improvements implemented 	TBC

8.2 Evaluation

Evaluation should also be multi-perspective, considering the perspective of the individual, their social context e.g., family, and the broader system in which the intervention takes place.

Evaluation and reporting to an oversight body is a critical part of the project where transparency in relation to outcomes will be a high priority. In addition to providing accountability, this approach ensures that correction can take place in the process of developing the London Vanguard service, and that stakeholders in the community, as well as funders, have an opportunity to challenge and advocate potential changes to the London Vanguard delivery on the basis of evidence.

An undertaking will be made by the service to share all data, regardless of effectiveness, to promote trust which is critical in this domain, as well as to enable learning organisations to benefit from accumulated knowledge.

Over the course of the London Vanguard, a regional independent evaluation will be commissioned by NHS England and Improvement's London Violence Reduction Programme. The purpose of this evaluation will be to learn from the implementation of the London Vanguard, the impact so far in improving outcomes for children and young people with complex needs, staff and organisations. The evaluation is expected to capture successes, learnings and identify areas for improvement to ensure successful delivery of the VRM and Framework objectives.

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10. Appendices

10.1 – Violence Reduction Model



NHS London VR
Programme Commun



10.2 – VR ERG principles to support implementation



London Vanguard
CMSVRP Principles fo



10.3 – Framework for Integrated Care- Community



20210409 Framework
for Integrated Care fo

10.4 – London Data Pack (Data set showing complex needs indicators for Children and Young People in London age 0-18 years)



Anna Freud National Centre for Children and Families bid

AQ1: Please describe how you could undertake this independent evaluation and the approach you would use.

977/1000 words

The study will use a mixed-methods realist evaluation design and will comprise 2 main activity phases (see Gantt chart).

Phase 1 (December 2022 – October 2023)

We will produce the study protocol and secure NHS ethical approval for the interviews/ focus groups with young people, parents/carers, and staff (including staff survey). We will establish the steering group, drawing on expertise with the Anna Freud Centre (e.g., Prof. Peter Fonagy), the funder, and representatives from the three Integrated Care Systems (ICS) and begin steering group meetings. We will also engage with key stakeholders for the consultations (described below).

Whilst setting up the overall evaluation, we will begin to examine process and implementation. With the steering group, we will identify six focus study sites, two in each ICS. These will be chosen to capture diversity in demographic characteristics of local authorities and of models of care (i.e., case management, prevention, intervention). These sites will record an ongoing qualitative implementation log to capture key learning, facilitators and barriers and solutions. They will also collate key documents (e.g., policies, standard operating procedures). We will visit the sites to introduce this component of the evaluation.

We will draw on the focus sites to help establish activity and outcomes data for routine collection across the 13 boroughs. This will draw on existing data collection requirements. We will deploy this during Phase 1, with the aim of receiving summary activity and KPI data for the interim report. We will conduct an online survey with staff in all 13 boroughs, comprising open and closed questions, focused on experiences of training, delivery and implementation and perceived impact of the model on their work and on children, young people, and families.

AQ1 - AFC | 1

We will conduct three group stakeholder consultations (staff, young people, parents/carers; see engagement section below) in November/December 2023 to discuss the findings in the interim report, with an online survey option for those who would prefer to contribute in this way.

We will synthesise the information gathered in Phase 1 to gain an understanding of the implementation, delivery and impact of the model; similarities and differences across boroughs/ ICS; and solutions to overcoming barriers.

Based on the learning from Phase 1, we will identify four focus study sites for Phase 2

Phase 2 (November 2022 – March 2025)

The focus of Phase 2 will be evaluating the impact of the London Vanguard at different levels of the ecosystem.

To evaluate the impact of the model at the individual level, in each focus site we will conduct 5-6 interviews with young people and parents/carers. Staff will identify young people and parents/carers eligible to take part (e.g., no safeguarding concerns that would make participation impractical). Young people and parent/carer interviews will focus on experiences and impact of the model, including comparisons to any prior contact with services. We will discuss their experiences of other services with which they may be involved and the extent to which cross-agency working has changed over the implementation of the Vanguard model.

To evaluate the impact of the model at the service level, we will conduct interviews/focus groups with 6-8 staff in each focus site. All staff in the focus study sites will be eligible to participate, and we will prioritise hearing from a range of different roles. Staff interviews will focus on barriers and facilitators to the implementation of (and fidelity to) the model, staff experiences of how their work and that of their service has changed (including cross-agency working) and perceptions of young people's and family's outcomes.

To evaluate the impact of the model at the community level, we will conduct interviews with 3-5 key stakeholders in each focus site, including VCSE organisations in the localities of the London Vanguard sites. We will identify interviewees via existing contacts from the implementation team and via our own contacts. This will focus on their experience of working with the sites, any corresponding ways in which their work with young people has changed and perceptions of impact on young people and families.

All interviews will be analysed using appropriate qualitative methodology, such as framework analysis to manage the data and then thematic analysis.

The activity, outcome and KPI routine data, established in Phase 1, will be collated and analysed using descriptive and inferential statistics.

Findings will be synthesised using a convergence model, where both quantitative and qualitative sources will provide answers to the evaluation questions on the implementation and impact of the Vanguard model. As in Phase 1, we will conduct young people, parent/carer, and staff stakeholder group consultations, to interpret the findings.

In the final delivery phase of the project (October 2024 – March 2025) we will present the draft report to the relevant groups, revise it based on feedback and deliver the final report by March 2025.

Risks

1. Young people's safeguarding. Our team will work to safeguarding procedures of sites, AFC, and with the lead clinician on the project. We are experienced in conducting interviews with young people from vulnerable groups and appropriate safeguarding procedures.
2. Confidentiality. Rules of confidentiality will be clearly explained to participants at the outset.
3. Missing data. Overall missing data might impact the analysis and results of the study and reduce validity. We will work closely with sites to maintain overall engagement with the evaluation.
4. Low levels of recruitment from young people, and parents/carers, due to the vulnerable nature of the population. This will be addressed through flexible participation methods (e.g., remote interviews) and by using our vast experience of engaging with participants, including the central role of the peer researcher and steering group to provide guidance.
5. Lack of administrative data and/or inconsistent data from sites. Based on our previous experience of running multi-site evaluations, we know that we may receive data in different formats and plan to harmonise them at our end. We will liaise with sites about this at from the start of the project.

Tasks and Dates	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Project commencement - PHASE 1 OPENING																												
Protocol development																												
Project steering group set up, discussion and subsequent refinements to protocol																												
NHS ethical approval																												
Key stakeholder recruitment begins																												
Development of study materials (interview topic guides and online survey questions)																												
Workshop with young people and parents/carers to review study materials																												
Revision of study materials																												
Steering group sign off of study materials																												
Site MOU drafting																												
Site MOU review																												
Site MOU finalised																												
Focus study site visits (qualitative implementation logs)																												
Key stakeholder recruitment completed																												
Staff survey goes live																												
Staff survey closes																												
Summary activity data																												
Initial data submission x 12																												
Data validation																												
Data correction																												
Final data submission																												
Data submission closes																												
Staff survey analysis																												
Administrative data analysis																												
Interim report drafting																												
Interim report delivery																												
PHASE 1 CLOSING																												
Key stakeholder consultations x3																												
Review of study documentation																												
KPI and associated administrative data submission opens																												
Initial data submission x 12																												
Data validation																												
Data correction																												
Final data submission																												
Data submission closes																												
Focus study site visits (interviews with young people, parents carers and staff)																												
Transcription of interview focus groups																												
Qualitative analysis																												
Administrative data analysis																												
Steering group meets																												
Key stakeholder consultations x3																												
Draft report drafting																												
Draft report delivery																												
PHASE 2 CLOSING																												
Presentation of draft report to relevant group (e.g. Violence Reduction Mental Health Community Steering Group)																												
Final Report revision based on feedback																												
Delivery of final report																												
PROJECT END																												

AQ2: Please tell us about your experience of working on similar evaluation projects and how they have developed your capability to competently deliver this evaluation.

750/750 words

The Anna Freud Centre (AFC) is a world-leading children, young people (CYP) and families' mental health charity. The combination and breadth of our research, teaching, clinical practice, policy-making and partnership-working make us unique. Our vision is a world where all children and young people can achieve their full potential. That they and their families get support that is designed with their input, available at the right time, and that meets their needs, so that they can develop their emotional and mental health. AFC hosts and supports the UK Trauma Council, a group of leading experts from a variety of disciplines providing a UK-wide platform to bring together expertise in research, practice, policy and lived experience in the field of childhood trauma.

We have experience of conducting qualitative, quantitative and mixed methods research to evaluate interventions and frameworks. We have a track record in drawing on lived experience, engaging with a range of stakeholders, and producing high quality reports for projects including:

- Evaluation of Lewisham Prevent-Protect-Report, an intervention aiming to improve the capacity of the professional network to respond to domestic abuse;
- Evaluation of a framework for integrated care within Community Forensic Child and Adolescent Mental Health Services and across the children and young people secure estate (CYPSE).

We are part of the Child Outcomes Research Consortium (CORC) project at AFC. CORC is the UK's leading membership consortium collecting and using evidence to improve children and young people's mental health and wellbeing. CORC has pioneered the use of routine outcome monitoring (ROM) in youth

mental health settings over the past 20 years (with data on >500,000 cases) and led the implementation and analysis of ROM in the Children and Young People Improving Access to Psychological Therapies (CYP IAPT) initiative.

Example 1: Community Forensic CAMHS and SECURE STAIRS (NHS England and NHS Improvement, 2018 to 2021): Evaluating experience of framework implementation using qualitative methods and routinely collected administrative data, specifically focusing on experiences of young people and staff

We were commissioned by NHS England and NHS Improvement to conduct two three-year evaluations of:

1. A national service specification of 13 newly commissioned 'Community Forensic CAMHS' sites, targeted towards children and young people with complex and high-risk presentations who are giving cause for professional concern and are beyond traditional Tier 3 remit
2. A new Framework for Integrated Care, 'SECURE STAIRS', which is being implemented in the CYPSE. This involves training and supporting staff to provide more trauma-informed, developmentally attuned, psychologically based care, underpinned by a multi-agency, co-produced formulation.

The data collection for both evaluations consists of:

- a. The collation of routinely collected administration data
- b. Qualitative interviews to young people, parents and carers and staff
- c. Surveys to young people, parents and carers and staff.

Community Forensic CAMHS evaluation report:

<https://www.annafreud.org/mental-health-professionals/improving-help/innovation-evaluation/community-fcamhs/>

Example 2: The London Young People's Study (Youth Endowment Fund, 2022):

This is a pilot and full randomised controlled trial of support for young people with multiple needs who are at risk of becoming involved in youth crime and violence. The intervention being tested in the London Young People's Study is Your Choice. Young people work with a youth practitioner intensively (up to three times a week for 12 to 18 weeks), which includes teaching them new strategies informed by CBT to help manage emotions and behaviours. Your Choice is complementary to the London Vanguard model, and it is being implemented in Local Authorities.

The Institute for Fiscal Studies is leading the quantitative component and AFC is leading the implementation and process/ qualitative component. Our component includes developing the logic model and intervention descriptions, working with a peer researcher and young people's advisory group, interviews with young people and staff, and collecting/analysing other information on the implementation of the programme.

Example 3: Lewisham Prevent-Protect-Repair (What Works Centre, 2022):

We were commissioned by the What Works for Children's Social Care to evaluate a pilot study of Prevent-Protect-Repair (PPR) in Lewisham. PPR is a three-component intervention aimed at enhancing the skills, confidence, and capacity of social care staff, and the wider network in responding to domestic abuse through a Domestic Abuse Advisory hub; staff training; and direct support to families (group programmes and one to one interventions).

A mixed methods approach was used in the pilot study to explore the optimal approach to conducting a full randomised trial of Lewisham PPR, including interviews with staff and families; staff surveys; administrative data on service activity, training and group intervention feedback, and outcomes; and an implementation and reflection log completed by the Lewisham PPR team.

AQ 3: How would you successfully engage with service users and staff as part of this evaluation?

746/750 words

We will engage with a range of stakeholders including:

- Children and young people accessing the Vanguard services and their parents/carers
- Staff from service provider organisations (NHS and VCSE)
- Leaders and managers supporting the delivery of the model, including representatives ICSs, Local Authority Leads in participating boroughs
- Representatives from relevant community and voluntary sector organisations.

We will engage with these groups in four ways:

- Peer researcher
- Consultations
- Steering group
- Dissemination activities.

Consultations will focus on gathering feedback from experts by experience. There will be a focus on interpretation of the findings, embedding them in lived experience, and a key focus on future sustainability of the model. The results will be triangulated to gain an in-depth understanding of service delivery and impact, and young people's, parents/carers and staff experiences of the service, including outcomes. In the interim, draft and final reports, we will provide recommendations for the future sustainability of the model.

Engaging services users

Young people (YP) with experience of mental health difficulties will be integral to the design and delivery of this project. We will recruit a paid peer research from our network of young experts by experience (see social value). They will be involved in all stages of the project, from decision making and the steering group, team meetings and operational conduct of the evaluation (e.g., co-

facilitating consultations). We have a track record of effectively involving peer researchers and working with international groups of YP and professionals.

For consultations, we will recruit YP parents/carers and staff from the 13 London boroughs delivering different elements of the model to the consultations through existing local networks, promotion through service providers and other local stakeholder organisations and advertisement through social media. Using a range of recruitment channels will maximise the reach to different groups and ensure diversity of participants. We will recruit staff from the 13 borough and their networks of services with whom they work, ensuring a range of voices from sites, voluntary sector organisations and community organisations, independent providers and schools/PRUs/colleges are represented.

We will follow the principles of Lundy's Model of Participation (Lundy, 2007) to ensure that all groups, but particularly YP, have the space to express their views, their voices are enabled, they have an audience for their views, and their views will have influence. This includes ongoing co-creating of an environment in which YP can freely express their views in a safe space through building and maintaining relationships with our team. Their perspectives will be viewed as equal at all stages of the project.

Engagement processes and activities will be co-designed with a peer researcher, drawing on our expertise within the Anna Freud Centre (AFC) participation team. We will build on our previous experience of consultations with YP, parents/carers and staff, by promoting a relaxed and inclusive atmosphere. For example, we go through our values of respect, including informal ice-breaker activities and explicitly naming and challenging power imbalances. We will be clear about expectations, what the activity is about, and the intended outcomes. Participants will be offered different ways to engage with the evaluation to satisfy individual preferences and accessibility requirements. The consultations will be engaging and comprise several opportunities for providing feedback, e.g., group discussion, smaller breakout groups, face-to-face or online sessions, and voting or text-based input. Other communication styles will be identified through the individual support plans and group agreements.

Engaging staff

Strategic representatives from the three ICSs will be invited to join the steering group. This is important to ensure if we need to make decisions those with sign-off are present and correspondingly to promote buy-in within the ICS.

Leads and staff from the 13 boroughs will be recruited via contacts within the project and the project team's professional networks (e.g., CORC), as ongoing

contacts in the evaluation. Community organisations including Schools/PRUs/colleges and independent providers will be recruited via existing networks, NHS England contacts, and desk-based research.

During Phase 2, we will interview staff with different roles in the project including frontline staff, managers, LA representatives, ICS staff, along with representatives from community organisations. We envisage this including staff who volunteer to take part and those targeted for participation to ensure a breadth of viewpoints and representation of different roles.

We will work with the funder and steering group about how we can best make the findings actionable, and learning accessible to general audiences. One option as part of the dissemination activities could be to hold quarterly learning groups with evaluation champions from each of the boroughs (see social value).



AQ4: Please outline the project team that will be undertaking the evaluation. Please include their roles and responsibilities within the evaluation and provide a short bio for each member.

566/800 words

Principal Investigator: Dr Jenna Jacob (0.2 FTE), Research Lead, Child Outcomes Research Consortium (CORC) at AFC.

Responsibilities: Jenna will act as spokesperson for the evaluation and be the main point of contact for NHS England throughout. She will have responsibility and oversight the whole project, including ensuring the project keeps to its timeline and budget. She will lead on the ethics application, methodological development and co-design, contribute to and quality assure outputs, and co-chair the Steering Group. Jenna will lead presentations of the findings, and the consultation work. Jenna will also supervise, and be involved in training and supporting the peer researcher in project methods.

Bio: Jenna has over 15 years' experience in youth mental health outcomes and evaluation research. She is experienced in overseeing and managing research and evaluation projects, and consultations with young people/adults, and other stakeholders internationally. For example, Co-PI on a recent short Wellcome Trust (£90,000) involving a qualitative study on the views of young people and mental health stakeholders from eight countries with two central peer researchers and peer researchers in each country on the active ingredients of mental health support, with a focus on traditionally underserved groups. Project Lead for the three-year national evaluation of Community Forensic CAMHS and SECURE STAIRS frameworks across the secure estate; commissioned by NHS England and NHS Improvement (c.£800,000).

Senior Advisor: Prof. Julian Edbrooke-Childs (0.1 FTE), Head of Evaluation, Anna Freud Centre (AFC), Professor of Evidence Based Child and Adolescent Mental Health, UCL.

Responsibilities: Overseeing and advising on operational project delivery bringing particular expertise and advice regarding the methodologies and working with the population, and development of project outputs.

Bio: Julian has extensive experience of successfully leading mental health science projects to time and target. One specialism is empowering young people regarding their mental health, including collaboration in mental health science. He routinely works with peer researchers in the design and delivery of projects and leads collaborative working groups of experts by experience. For example, PI for the three-year national evaluation of Community Forensic CAMHS and SECURE STAIRS frameworks across the secure estate; commissioned by NHS England and NHS Improvement (c.£800,000), CO-I on Your Choice (c.£1.1M).

Researcher: Abigail Rennick, (0.4 FTE), Research Officer, CORC

Responsibilities: The researcher's role will involve contributing to the design and planning of the project. This will involve designing project materials, visiting sites, leading recruitment, collating data, conducting the interviews and analysing qualitative and quantitative data. They will input into the development and management of the steering group, and lead the writing of the reports, alongside Jenna. They will support with presentations of the findings, and the consultation work.

Bio: Abigail is experienced in conducting mixed methods audits and service evaluations within both specialist anorexia nervosa, and autism, support services. Abigail has experience in recruiting participants from vulnerable groups, and conducting interviews, surveys and the associated data analyses. Abigail also has clinical experience of delivering low level 1:1 therapy to individuals with a diagnosed eating disorder, with children and young adults with neurodevelopmental disorders and acquired brain injuries, and also in the delivery of group therapy.

Peer researcher (0.1 FTE): TBC

Responsibilities: The peer researcher will co-chair the steering group, contribute to the design and planning of the project, including materials, as well as support the collection and analysis of the qualitative data. The peer

AQ4 - AFC | 2

researcher will contribute to the writing of the reports, and provide support to the consultation work.

The Anna Freud Centre (AFC) is a world-leading mental health charity for children, young people (CYP) and families, championing research and channelling it into action to support them. Our founder, Anna Freud, was committed to helping the most vulnerable and disadvantaged children, and she was not afraid to challenge the status quo. Key to our mission is supporting the wellbeing and inclusion of our staff, CYP, families, and the communities with whom we work. We achieve this through adding social value to every community we work in. Drawing on everyone's expertise, we seek to understand the challenges, unlock evidence-based solutions, and unite people in action, to support CYP and families' mental health.

Economic value

We empower CYP, families, and communities to collaboratively improve the services and projects that we offer, through increasing opportunities for participation, co-production, volunteering and employment, including:

- Young Champions - young people, aged 14-25, with lived experience of mental health problems. This can be direct experience (personal struggles with mental health) or indirect (an ally of a friend, colleague, or family member that struggles, or did struggle, with their mental health)
- Parent/Carer Champions - parents/carers with experience of caring for a child with mental health difficulties, and/or having experienced mental health issues themselves.
- Our Peer Workers/Researchers - a pool of zero-hour contracted, paid YP and parents/carers, available to work on projects that require more input from a YP or parent/carer than is voluntarily viable. The peer research on this project will be recruited from this network.

Social value: equal opportunity

To include the voice of a wider group of CYP and parents/carers in this project, we will be consulting with them as part of key stakeholder consultations to interpret the findings. These groups will therefore directly inform the interim and final reports for this project.

We will work with the funder and steering group to agree how to make our findings and learning accessible to general audiences and actionable. In addition to the reporting requirements in the ITT, we will hold regular meetings to share early learning and reflect together on implications for practice and further enquiry. We plan to recruit an evaluation champion from each of the 13 boroughs. Together with a representative from the funder, we will hold quarterly, accessible learning group meetings.

We will draw on our work about making mental health research more inclusive in this project. For example, we understand the importance of building a relationship with potential participants from marginalised groups, due to historic disadvantage and distrust. Based on their recommendation, we will include personal motivations of the lead researchers in our information sheets.

NHS Terms and Conditions for the Provision of Services (Contract Version) (August 2022)

AFC's summer researcher interns will also benefit from working on this important policy-relevant research study. This is a paid three-month scheme for those from groups less likely to be represented in research careers. This year, we had six interns, focusing on Black and minoritised ethnic groups and people with lived experience of mental health difficulties.

All project staff will benefit from our equity, diversity and inclusion training, seminars, activities and workstreams. They will be able to join our six working groups on anti-racism, anti-classism, accessibility, LGBTQIA+, religion and neurodiversity and mental health.

Social value: wellbeing

Staff working on the project will also benefit from our wellbeing initiatives and policies:

- Trained Mental Health First Aiders amongst staff – who support colleagues experiencing a mental health issue or worsening of an existing mental health problem
- An Employee Assistance Programme - available to all staff, including counselling, information, and advice
- Wellbeing hours - 3pm Friday finish time
- Wellbeing Wednesdays – monthly Wednesday half-days to do something supporting wellbeing.

Schedule 6

Commercial Schedule

- 1.1. The price for the duration of this contact agreement is £133,333 Ex VAT. The total inclusive of VAT will be £160,000. NHS England shall pay the Provider the amounts, inclusive of VAT as specified in the table below:

Table 1 London Vanguard Funding breakdown

	Year 1 (Project initiation) 2022/23	Year 2 2023/24	Year 3 2024/25
Invoice amount	£80,000	£40,000	£40,00
Invoicing month	December 2022	April 2023	March 2025

- 1.2. The Provider will invoice NHSE&I the agreed contractual value for that year based on the figures outlined in the table above. NHS England shall pay all sums due to the Provider within 30 days of receipt of a valid invoice.
- 1.3. The Provider shall ensure that each invoice contains all appropriate references including the purchase order number provided to the Provider by NHS Shared Business Services and any breakdown of the Services supplied as part of this project which can be supported by any other documentation reasonably required by NHS England to validate the invoice.

- 1.4. The additional budget available for reimbursement of engagement activities is £12,500 Ex VAT. This can be invoiced along with the main evaluation invoice, evidencing how the additional fund will be utilised, e.g. £3,000 may be invoice with year 1 invoice and up to £12,000 can be invoiced year 2 invoice. The figures in the invoices will be inclusive of VAT.

Schedule 7

Staff transfer

The optional parts of this Schedule 7 below shall only apply to this Contract where such parts have been checked.

Part A ☒ No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.
- 1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:
 - 1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
 - 1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;
 - 1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.

Part B ☐ Staff transfer from the Authority under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Transferring Employees will transfer on the Transfer Date to the Supplier or any Sub-contractor pursuant to TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Transferring Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (including the right to continued access to the NHS Pension Scheme or access to a Broadly Comparable pension scheme which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.
- 1.3 The Supplier's agreement in Clause 1.2 of Part B of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any employee

identified as a Transferring Employee to object to being transferred to the Supplier or any Sub-contractor.

- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
 - 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Authority with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;
 - 1.4.2 provide such assistance and information to the Authority as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Transferring Employees, trade unions and employee representatives);
 - 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Transferring Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Authority will on or before the Transfer Date:
 - 1.5.1 pay all wages, salaries and other benefits of the Transferring Employees (including any contributions to retirement benefit schemes) and discharge all other financial obligations (including reimbursement of any expenses) owing to the Transferring Employees in respect of the period before the Transfer Date;
 - 1.5.2 procure that any loans or advances made to the Transferring Employees before the Transfer Date are repaid to it;
 - 1.5.3 account to the proper authority for all PAYE tax deductions and national insurance contributions payable in respect of the Transferring Employees in the period before the Transfer Date; and
 - 1.5.4 pay the Supplier the amount which would be payable to each of the Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Transfer Date.
- 1.6 The Authority will:
 - 1.6.1 provide such assistance and information to the Supplier as it may reasonably request to facilitate a smooth and efficient handover of the Transferring Employees to the Supplier or any Sub-contractor, including the provision of all employee liability information identified in regulation 11 of TUPE in relation to the Transferring Employees; and

- 1.6.2 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE.
- 1.7 The Authority shall indemnify and keep indemnified the Supplier in relation to any Employment Liabilities arising out of or in connection with any claim which arises as a result of any act or omission of the Authority in relation to the Transferring Employees prior to the Transfer Date save for where such act or omission results from complying with the instructions of the Supplier or Sub-contractor, including the Supplier or Sub-contractor failing to comply with its obligations under regulation 13 of TUPE, but only to the extent that such claim is brought by:
- 1.7.1 any of the Transferring Employees (whether on their own behalf or in their capacity as employee representatives); or
- 1.7.2 any trade union, staff association or staff body recognised by the Authority in respect of any of the Transferring Employees or any employee representatives acting on behalf of any of the Transferring Employees.
- 1.8 The Supplier shall be responsible for or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and other Staff.
- 1.9 The Supplier shall indemnify and will keep indemnified the Authority in relation to any Employment Liabilities arising out of or in connection with:
- 1.9.1 any act or omission of the Supplier or Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Transferring Employee or Staff (including but not limited to any liability which arises because a Transferring Employee's employment with the Supplier or Sub-contractor is deemed to include their previous continuous employment with the Authority);
- 1.9.2 any act or omission of the Supplier or Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Authority's failure to comply with regulation 13 of TUPE;
- 1.9.3 any allegation or claim by a Transferring Employee or any other employee of the Authority that in consequence of the transfer of Services to the Supplier or Sub-contractor there has or will be a substantial change in such Transferring Employee's working conditions to their detriment within regulation 4(9) of TUPE; and
- 1.9.4 any allegation or claim that the termination of employment of any of the Transferring Employees or any other employee of the Authority whether on or before the Transfer Date which arises as a result of any act or omission by the Supplier or Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.10 If any person who is an employee of the Authority who is not a Transferring Employee claims or it is determined that their contract of employment has been transferred from

the Authority to the Supplier or any Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned:

- 1.10.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
- 1.10.2 the Authority may offer employment to such person within twenty eight (28) days of the notification by the Supplier;
- 1.10.3 if such offer of employment is accepted, the Supplier or Sub-contractor shall immediately release the person from their employment; and
- 1.10.4 if after the period specified in Clause 1.10.2 of Part B of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or such offer has been made by the Authority but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person from the Transfer Date.

Part C ☐ Staff transfer from a current provider under TUPE (only applicable to the Contract if this box is checked)

- 1.1 The Parties agree that the commencement of the provision of Services under this Contract shall give rise to a relevant transfer as defined in TUPE. Accordingly the contracts of employment of the Third Party Employees will transfer on the Transfer Date to the Supplier or a Sub-contractor pursuant to TUPE, the Cabinet Office Statement and (where relevant) Fair Deal for Staff Pensions.
- 1.2 The Supplier agrees, or shall ensure by written agreement that any Sub-contractor shall agree, to accept the Third Party Employees into its employment on the Transfer Date upon their then current terms and conditions of employment (and including (where relevant) the right to secure access or continued access to the NHS Pension Scheme or access or continued access to a Broadly Comparable pension scheme in accordance with Fair Deal for Staff Pensions (which shall be dealt with in accordance with Part D of this Schedule 7) and with full continuity of employment.
- 1.3 The Supplier's agreement in Clause 1.2 of Part C of this Schedule 7 (and any subsequent agreement by any Sub-contractor), is subject to the right of any Third Party Employee to object to being transferred to the Supplier or any Sub-contractor.
- 1.4 The Supplier will, or shall ensure by written agreement that any Sub-contractor will:
 - 1.4.1 not later than twenty eight (28) days after issue of a written notice in writing to it from the Authority, provide the Third Party with the information required under regulation 13(4) of TUPE. The Supplier shall be liable to the Authority for, and shall indemnify and keep the Authority and any Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation;
 - 1.4.2 provide such assistance and information to the Third Party as it may reasonably request to facilitate a smooth and efficient handover of the Third Party Employees to the Supplier or any Sub-contractor (including attendance at any meetings with Third Party Employees, trade unions and employee representatives);
 - 1.4.3 comply with its obligations to inform and, if necessary, consult with the appropriate representatives of any employees who are affected by the relevant transfer in accordance with regulation 13 of TUPE; and
 - 1.4.4 immediately following the Transfer Date comply with its obligation to consult with the appropriate representatives of the Third Party Employees about any Measures in accordance with regulation 13(6) of TUPE.
- 1.5 The Supplier shall be responsible for, or shall procure that any relevant Sub-contractor shall be responsible from the Transfer Date, for all remuneration, benefits, entitlements and outgoings in respect of the Third Party Employees and other Staff.
- 1.6 The Supplier shall indemnify and will keep indemnified the Authority and any Third Party in relation to any Employment Liabilities arising out of or in connection with:
 - 1.6.1 any act or omission of the Supplier or a Sub-contractor on or after the Transfer Date (or any other event or occurrence after the Transfer Date) in respect of any Third Party Employee or Staff (including but not limited to any liability which arises because a Third Party Employee's employment with the Supplier or a Sub-contractor is deemed to include their previous continuous employment with the Third Party);

- 1.6.2 any act or omission of the Supplier or a Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Third Party's failure to comply with regulation 13 of TUPE;
 - 1.6.3 any claim or allegation by a Third Party Employee or any other employee of the Authority or Third Party that in consequence of the transfer of Services to the Supplier or a Sub-contractor there has or will be a substantial change in their working conditions to their detriment within regulation 4(9) of TUPE; and
 - 1.6.4 any claim or allegation that the termination of employment of any of the Third Party Employees or any other employee of the Third Party whether on or before the Transfer Date or not which arise as a result of any act or omission by the Supplier or a Sub-contractor save for where such act or omission results from complying with the instructions of the Authority.
- 1.7 The Authority shall use reasonable endeavours to transfer to the Supplier or any Sub-contractor the benefit of any indemnity it has from the Third Party.

Part D ☐ Provisions regarding pensions (only applicable to the Contract if this box is checked or Clause 1.2.4 of Part A of this Schedule 7 applies)

Broadly comparable pension benefits ☐ (Clause 1.4 of this Part D of this Schedule 7 only applies to the Contract if this box is checked or 1.2.4 of Part A of this Schedule 7 applies. For the avoidance of doubt, where this box is not checked, but the Part D box above is checked all of the provisions of this Part D of this Schedule 7 shall apply to this Contract except Clause 1.4 of this Part D of this Schedule 7)

1 Pension protection for Eligible Employees

1.1 General

- 1.1.1 The Supplier shall procure that, if relevant, each of its Sub-contractors shall comply with the provisions in this Schedule 7 as if references to the Supplier were to the Sub-contractor.

1.2 Membership of the NHS Pension Scheme

- 1.2.1 In accordance with Fair Deal for Staff Pensions, the Supplier to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, shall on or before the Employee Transfer Date, each secure a Direction Letter to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, or as appropriate rejoin or secure eligibility for the NHS Pension Scheme for so long as they remain employed in connection with the delivery of the Services under this Contract.
- 1.2.2 The Supplier must supply to the Authority a complete copy of the Direction Letter as soon as reasonably practicable after the Employee Transfer Date.
- 1.2.3 The Supplier shall comply with the terms of the Direction Letter (including any terms which change as a result of changes in Law) for so long as it remains bound by the terms of the Direction Letter.
- 1.2.4 Where any Staff (including any Transferred Staff) omitted from the Direction Letter supplied in accordance with Part D of this Schedule 7 is subsequently found to be an Eligible Employee, the Supplier (or its Sub-contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Employee Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.
- 1.2.5 The Supplier shall ensure that all data relating to the Eligible Employees and the NHS Pension Scheme is up to date and is provided to the Authority as requested from time to time.

1.3 Contributions payable

- 1.3.1 The Supplier shall pay to the NHS Pension Scheme all such amounts as are due under the Direction Letter and shall deduct and pay to the NHS Pension Scheme such employee contributions as are required by the NHS Pension Scheme.
- 1.3.2 Where during the Term the standard employer contribution rate which the Supplier is required to pay into the NHS Pension Scheme pursuant to the terms of its Direction Letter is increased to a rate which is over and above the rate which was applicable to the Supplier as at the date of this Contract

and such rate increase results in an increased cost to the Supplier overall in relation to the provision of the Services ("Cost Increase"), the Supplier shall (subject to Clause 1.3.3 of Part D of this Schedule 7 and the provision of supporting information) be entitled to recharge a sum equal to the Cost Increase to the Authority. The Supplier shall only be entitled to recharge any Cost Increase to the Authority pursuant to this Clause 1.3.2 of Part D of this Schedule 7 in circumstances where the Cost Increase arises solely as a direct result of a general increase in the employer contribution rate applicable to all employers participating in the NHS Pension Scheme and not in circumstances where the employer contribution rate applicable to the Supplier is increased for any other reason, including as a result of any acts or omissions of the Supplier which give rise to any costs or additional charges (including interest) being charged to the Supplier which are over and above the minimum employer contributions payable by an employer in the NHS Pension Scheme (including as a result of a failure by the Supplier to comply with the terms of its Direction Letter or to meet its obligations to the NHS Pension Scheme).

1.3.3 The Supplier must supply all such information as the Authority may reasonably request from time to time in order to support any claim made by the Supplier pursuant to Clause 1.3.2 of Part D of this Schedule 7 in relation to a Cost Increase.

1.3.4 Where during the Term the standard employer contribution rate which the Supplier is required to pay in relation to the NHS Pension Scheme pursuant to the terms of its Direction Letter is decreased as part of a general reduction in the standard employer contribution rate applicable to all employers participating in the NHS Pension Scheme to a rate which is lower than that which was applicable as at the date of this Contract and such decrease results in a cost saving for the Supplier (a "Cost Saving"), the Authority shall be entitled to reduce the amounts payable to the Supplier under this Contract by an amount equal to the Cost Saving. The Authority shall be entitled to deduct any Cost Saving from sums otherwise payable by the Authority to the Supplier under this Contract.

1.4 Broadly Comparable Pension Benefits

1.4.1 If the Authority in its sole discretion agrees that the Supplier or Sub-contractor need not provide the Eligible Employees with access to the NHS Pension Scheme, the Supplier must ensure that, with effect from the Employee Transfer Date until the day before the Subsequent Transfer Date, the Eligible Employees are offered access to a scheme under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

1.4.2 The Supplier must supply to the Authority details of its Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Employee Transfer Date.

1.5 Transfer Option where Broadly Comparable Pension Benefits are provided

1.5.1 As soon as reasonably practicable and in any event no later than twenty (20) Business Days after the Employee Transfer Date, the Supplier must provide the Eligible Employees with the Transfer Option, where a Third Party offered, or the Supplier offers, a Broadly Comparable scheme.

1.6 Calculation of Transfer Amount

- 1.6.1 The Authority shall use reasonable endeavours to procure that twenty (20) Business Days after the Transfer Option Deadline, the Transfer Amount is calculated by the Third Party's Actuary or the Authority's Actuary (as appropriate) on the following basis and notified to the Supplier along with any appropriate underlying methodology.
- 1.6.2 If the Third Party offers a Broadly Comparable scheme to Eligible Employees:
- (i) the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in Clause (ii) of Part D of this Schedule 7 below must be aligned to the funding requirements of that scheme; and
 - (ii) the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the Third Party's Broadly Comparable scheme), must be aligned to whichever of:
 - (A) the funding requirements of the Third Party's Broadly Comparable scheme; or
 - (B) the principles under which the Third Party's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment), gives the higher figure, provided that where the principles require the assumptions to be determined as at a particular date, that date shall be the Employee Transfer Date.
- 1.6.3 In the case of Transferring Employees or any Third Party Employees who have access to the NHS Pension Scheme (and who are classed as Eligible Employees), the Transfer Amount shall be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from the NHS Pension Scheme set by the Department of Health from time to time.
- 1.6.4 Each Party shall promptly provide to the Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

1.7 Payment of Transfer Amount

Subject to:

- 1.7.1 the period for acceptance of the Transfer Option having expired; and
- 1.7.2 the Supplier having provided the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) with completed and signed forms of consent in a form acceptable to the Third Party's pension scheme (or NHS Pensions) from each Eligible Employee in respect of the Transfer Option; and
- 1.7.3 the calculation of the Transfer Amount in accordance with Clause 1.6 of Part D of this Schedule 7; and

- 1.7.4 the trustees or managers of the Supplier's (or any Sub-contractor's) Broadly Comparable scheme (or NHS Pensions, as appropriate) having confirmed in writing to the trustees or managers of the Third Party's pension scheme (or NHS Pensions, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Authority will use reasonable endeavours to procure that the Third Party's pension scheme (or the NHS Pension Scheme, as appropriate) shall, on or before the Payment Date, transfer to the Supplier's Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

1.8 Credit for Transfer Amount

- 1.8.1 Subject to prior receipt of the Transfer Amount, by the trustees or managers of the Supplier's Broadly Comparable scheme (or NHS Pensions, as appropriate), the Supplier must procure that year-for-year day-for-day service credits are granted in the Supplier's (Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Supplier's pension scheme.

- 1.8.2 To the extent that the Transfer Amount is or shall be insufficient to provide benefits in the receiving scheme on the basis set out in Clause 1.8.1 above, the Supplier shall be liable to make a top-up payment into the receiving scheme such that benefits shall be provided by the receiving scheme on the basis set out in Clause 1.8.1 above.

1.9 Premature Retirement Rights

- 1.9.1 From the Employee Transfer Date until the day before the Subsequent Transfer Date, the Supplier must provide Premature Retirement Rights in respect of the Eligible Employees that are identical to the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

1.10 Breach and Cancellation of any Direction Letter(s) and Right of Set-Off

- 1.10.1 The Supplier agrees that it shall notify the Authority if it breaches the terms of the Direction Letter. The Supplier also agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier breaches the terms of this Direction Letter.
- 1.10.2 If the Authority is entitled to terminate this Contract pursuant to Clause 15.5.5 of Schedule 2, the Authority may in its sole discretion instead of exercising its right under Clause 15.5.5 of Schedule 2 permit the Supplier to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.
- 1.10.3 If the Authority is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Authority shall be entitled to deduct all or part of those arrears from any amount due to be paid by the Authority to the Supplier having given

the Supplier five (5) Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Pensions in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.11 Compensation

- 1.11.1 If the Supplier is unable to provide the Eligible Employees with either:
- (i) membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or
 - (ii) a Broadly Comparable scheme,
- the Authority may in its sole discretion permit the Supplier to compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Supplier must meet the costs of the Authority in determining whether the level of compensation offered is reasonable in the circumstances.
- 1.11.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract under Clause 15.5.5 of Schedule 2.

1.12 Supplier Indemnities Regarding Pension Benefits and Premature Retirement Rights

- 1.12.1 The Supplier must indemnify and keep indemnified the Authority and any Successor against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Employee Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 1.12.2 The Supplier must indemnify and keep indemnified the Authority, NHS Pensions and any Successor against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Term.
- 1.12.3 The Supplier must indemnify the Authority, NHS Pensions and any Successor against all Losses arising out of its breach of this Part D of this Schedule 7 or the terms of the Direction Letter.

1.13 Sub-contractors

- 1.13.1 If the Supplier enters or has at the Commencement Date entered into a Sub-contract for delivery of all or part of the Services it shall impose obligations on its Sub-contractor in the same terms as those imposed on the Supplier in relation to Pension Benefits and Premature Retirement Benefits by this Part D of this Schedule 7, including requiring that:
- (i) if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-contract; or

- (ii) if the Supplier has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Supplier's pension scheme into the Sub-contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-contractor, the NHS Pension Scheme) on the basis set out in Clause 1.8 of Part D of this Schedule 7, except that the Supplier or the Sub-contractor as agreed between them, must make up any shortfall in the transfer amount received from the Supplier's pension scheme.

1.14 Direct Enforceability by the Eligible Employees

- 1.14.1 Notwithstanding Clause 30.8 of Schedule 2, the provisions of this Part D of this Schedule 7 may be directly enforced by an Eligible Employee against the Supplier and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to him or her by the Supplier under this Part D of this Schedule 7 in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 1.14.2 Further, the Supplier must ensure that the Contracts (Rights of Third Parties) Act 1999 shall apply to any Sub-contract to the extent necessary to ensure that any Eligible Employee shall have the right to enforce any obligation owed to them by the Sub-contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

1.15 Pensions on Transfer of Employment on Exit

- 1.15.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Supplier must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):
 - (i) not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Subsequent Transfer Date;
 - (ii) within thirty (30) Business Days of being requested to do so by the Authority or Successor, (or if the Successor is offering Eligible Employees access to the NHS Pension Scheme, by NHS Pensions), provide a transfer amount calculated in accordance with Clause 1.6 of this Part D of this Schedule 7; and
 - (iii) do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Authority be necessary or desirable and to enable the Authority and/or the Successor to achieve the objectives of Fair Deal for Staff Pensions.

Schedule 8

Expert Determination

1 Dispute Process

- 1.1 During any Dispute, including a Dispute as to the validity of the Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 1.2 In the case of a Dispute the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and shall follow the procedure set out in this Schedule 8.
- 1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:
 - 1.3.1 the material particulars of the Dispute; and
 - 1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.
- 1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the **"Contract Managers"**).
 - 1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the **"Dispute Meeting"**).
 - 1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.
 - 1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at Clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable set out in Clause 1.4.2 of this Schedule 8.
 - 1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable. Any agreed extension to the timetable shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.
- 1.5 If the procedure set out in Clause 1.4 of this Schedule 8 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to Clause 1.6 of this Schedule 8). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to Clause 1.6 of this Schedule 8.
- 1.6 Where the Dispute is referred to binding expert determination the following process will apply:
 - 1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.
 - 1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an **"Expert"**). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen's Counsel. In the event that the Parties fail to agree upon an Expert within five

- (5) Business Days following the date of the notice referred to in Clause 1.6.1 of this Schedule 8 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.
- 1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in Clause 1.6.5 of this Schedule 8).
- 1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.
- 1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later ("**Date of Final Representations**"). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.
- 1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).
- 1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not Queen's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party Queen's Counsel of their choosing under this Clause 1.6.7 of this Schedule 8. The Parties will pay any such third party costs incurred pursuant to this Clause 1.6.7 of this Schedule 8 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.
- 1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the "**Expert's Decision**") within thirty (30) Business Days of the Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.
- 1.6.9 The Expert's Decision shall include reasons.
- 1.6.10 The Parties agree to implement the Expert's Decision within five (5) Business Days of the Expert's Decision being provided to them or as otherwise specified as part of the Expert's Decision.
- 1.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.

- 1.6.12 The Parties will pay the Expert's costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.
- 1.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.
- 1.7 Nothing in this Contract shall prevent:
 - 1.7.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services; or
 - 1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 1.8 Subject to Clause 1.7 of this Schedule 8 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 8 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert's Decision.
- 1.9 This Schedule 8 shall survive the expiry of or earlier termination of this Contract for any reason.

Schedule 9 Quality Standards

	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved
1	<p>The provider to deliver an evaluation report on the impact of the London Vanguard at an individual, service, organisational and community level.</p> <p>The provider will be expected to use a range of methods, tasks include but not limited to:</p> <ul style="list-style-type: none"> • A review of key documents, publications and processes. • Use of data (KPI reports) • Interviews • Design, delivery and analysis of online surveys. • Running workshops 	<p>TOR agreed by end of March</p> <p>Interim report by October 2023</p> <p>Draft report October 2024</p> <p>A final report by March 2025</p>	<p>TOR agreed.</p> <p>Highlight reports</p> <p>Presentations</p> <p>Verbal update.</p>	<p>Duration of project from mobilisation to project end.</p>
2	<p>The provider will ensure that the project appropriately engages with:</p> <ul style="list-style-type: none"> • Leads from North Central London, North East London and South East London ICSs • Local authority leads in boroughs associated with the Vanguard • Voluntary, community and social enterprise organisations • Other community organisations, which may include smaller grassroot organisations • Youth organisations or youth groups • Parents/ carers of children and young people • Faith groups or community leaders from faith groups 	<p>Monthly</p>	<p>Project protocol with a programme of engagement.</p> <p>Highlight report</p>	<p>Throughout the duration of the project.</p>

	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved
	<ul style="list-style-type: none"> Schools / PRUs, colleges and independent training providers Other statutory organisations involved in the care and delivery of services 			
3	<p>The provider to ensure they have capacity to be able to:</p> <ul style="list-style-type: none"> Complete all aspects of the evaluation including any necessary travel across the 13 boroughs for face to face interviews. 	As required to effectively carry out the evaluation	Highlight reports, presentation updates and evaluation (interim and draft report).	Throughout the duration of the project, ensuring adequate resource to carry out the project.
4	The provider must report the number of people engaged, and the number of organisations.	As part of highlight reports	Highlight report.	Monthly highlight reports.
5	The provider must ensure informed consent is sought and gained from all participants including for the use of their data as part of the evaluation.	100%	Consent form, or a record of method of consent	Throughout the period of engagement for this project.
6	The provider will carry out as a minimum, the number of interviews/ interactions as indicated in the provider's protocol.	Indicative c70, subject to feasibility	Highlight report	Monthly highlight reports.
7	The provider will be using a range of data sources and insights including but not limited to KPI reported data, dashboards and young person feedback reports, with opportunity to recommend changes to the reporting framework.	As required to effectively carry out the evaluation	Presentation(s) and references in report	Throughout the course of the project, with feedback on any changes shared prior to any scheduled changes to KPI reporting.
8	The provider to work with the project protocol and update the VR programme group of any major changes that will impact the delivery of key milestones.	As part of highlight reports	Draft protocol Highlight reports	From mobilisation phase to end of project.

	Quality Requirement	Threshold	Method of Measurement	Period over which the Requirement is to be achieved
9	NHS VR Programme team to support access to Vanguards contacts and share any relevant documentation with the provider to support mobilisation of the project, and engagement with stakeholders.	As part of mobilisation phase	Via email	Mobilisation phase.
10	NHS VR Programme to hold quarterly update meetings, with an agreed schedule of dates. During mobilisation phase the frequency will increase to monthly.	4 meetings per year	Via MS Teams invite	From mobilisation phase to end of project.
11	NHS VR Programme to arrange and invite the provider, with sufficient notice to relevant meetings and steering groups.	Periodic, as required	Via email / MS Teams	Throughout the duration of the contract.

Schedule 10 Reporting Requirements

Requirements Reported Locally	Reporting Period	Format of Report	Timing and Method for delivery of Report
<p>The Provider will update with highlight reports to the project steering group, highlighting progress and any risks. Information to include, where available at time of reporting:</p> <p>Update on progress including:</p> <ul style="list-style-type: none"> • Number of people engaged • Number of organisations engaged • Number of parents/ carers engaged • Number of interviews • Number of focus groups/ group interviews <p>Summary of risks/ issues/ challenges and mitigations</p> <p>Actions and next steps</p>	Monthly update	An existing highlight report can be used to capture a summary of progress.	Within 7 Operational Days of the end of the month to which it relates.
The Provider will produce draft evaluation protocol by 20 January 2023 for discussion and refinement with the project steering group.	January 2023	Gantt chart and plan for project	By 20 January 2023
The Provider will produce an interim evaluation report with findings from the research and engagement.	End of October 2023	Highlight report	By 30 October 2023
The Provider will draft an evaluation report to be completed by September 2024.	September 2024	The report should include both data and written narrative.	By 30 September 2024
Periodic presentations of both the evaluation including key findings and recommendations to the Violence Reduction Steering Group or similar group. Evidence and information from the draft and interim reports can be used.	Quarterly update (may not be to the same group)	Presentation to include key findings data and initial recommendations.	One week before the relevant meeting. The VR programme will share dates of relevant meetings in advance.

