



(1) THE KENT COUNTY COUNCIL

-and-

(2) IMAGO COMMUNITY

AGREEMENT

relating to the supply of

Young Carers Service

Contract Number: SS15 74

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FORM OF AGREEMENT

THIS AGREEMENT is made on the day of

BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, ME14 1XQ (the "Council"); and
- (2) **IMAGO COMMUNITY** (company registered number **05354482**) whose registered office is at John Spare House, 17-19 Monson Road, Tunbridge Wells, Kent, TN1 1LS (the "Contractor").

RECITALS:

- (A) The Council a local authority as defined by section 270 of the Local Government Act 1972.
- (B) Following a tendering process the Council has appointed the Contractor to provide the Services in accordance with this Contract.

IT IS AGREED:

1. this Contract is comprised of the following documents:
 - 1.1 This Form of Agreement;
 - 1.2 The Contract Particulars;
 - 1.3 The Special Conditions (if any);
 - 1.4 The Conditions of Contract;
 - 1.5 The Schedules (excluding Schedule 4 (the Tender));
 - 1.6 The Appendices; and
 - 1.7 Schedule 4 (the Tender)

and (unless otherwise expressly stated) any inconsistency between them shall be resolved in accordance with the descending order of priority in which they are listed above.

2. Terms and expressions used in this Contract shall have the meanings given in clause 1.1 of the Conditions of Contract.
3. In consideration for payment of the Contract Price, the Contractor undertakes to perform the Services with due skill, care and diligence throughout the Contract Period.

EXECUTION AS A DEED

IN WITNESS whereof this Agreement has been executed by the Parties as a deed:

THE COMMON SEAL of **THE**)
KENT COUNTY COUNCIL was)
hereunto affixed in the presence)
of:

Authorised Signatory:[SIGNATURE]

EXECUTED AS A DEED by)
IMAGO COMMUNITY acting by)

Signatory:[SIGNATURE]

Name of Signatory:

Position of Signatory:

in the presence of:

Name of Witness:

Address of Witness:

Occupation of Witness:

..... [SIGNATURE OF WITNESS]

CONTRACT PARTICULARS

1	Commencement Date:	01 May 2016.	(clauses 1.1 and 2.1)
2	Contract Period:	36 months.	(clause 1.1)
3	Contract Price:	As set out in Schedule 3.	(clause 1.1)
4	Contract Extension:	Yes. The period of the extension shall not exceed 12 months.	(clause 2.2)
5	Address for Service of Notices	For the Council: Strategic Commissioning (Children's) Kent County Council, Sessions House, County Road, Maidstone, Kent. ME14 1XQ For the Contractor: Imago Community John Spare House, 17-19 Monson Road, Tunbridge Wells, Kent. TN1 1LS	(clause 5.3)
6	Service Levels and Service Credits	Clause 9 applies.	(clause 9, Schedule 6)
7	Key Personnel	clause 11 applies. The Key Personnel are: <ul style="list-style-type: none">• Deputy Chief Executive;• Head of Young Carers Service; and• Director of Development.	

8	Safeguarding	clause 13 applies.	
9	TUPE and Pensions	clause 14 applies.	(clause 14 and Schedule 9)
10	Licence to Occupy Council Premises	clause 16 applies.	
11	Parent Company Guarantee	clause 18.1 and Schedule 10 does not apply.	
12	Performance Bond	clause 19 and Schedule 11 do not apply.	
13	Payment and VAT	A. Payment Periods: monthly in arrears.	
14	Price Adjustment	clause 23 applies. The Price Review Date is: 1 st anniversary of the Commencement Date and every anniversary thereafter.	
15	Audit	Period for which records must be maintained after the end of the contract: 12 years.	(clause 34, 35, 21.7 and 24.5)
16	Liability and Indemnity	The Contractor's liability under this Agreement shall be unlimited for each and every claim arising under or in connection with this Agreement.	(clause 47.4)

17	Insurance	Public Liability Insurance: £5 million per claim. Employer's Liability Insurance: £10 million per claim.	(clause 48.1)
18	Additional Insurances	Professional Indemnity Insurance is required. Limit of indemnity is £1 million on an aggregate basis. Period for which Professional Indemnity Insurance is required following expiry or termination: 12 years.	(clause 48.5 and 47.6)
19	Break clause	clause 54 applies. The notice period is 3 months.	
20	Force Majeure	clause 58 applies.	
21	Disaster Recovery	clause 59 applies.	
22	Commercially Sensitive Information	Schedule 13 applies.	

CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

- “Achieved Service Level”** means in respect of any Service in any measurement period, the standard of performance actually achieved by the Contractor in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the Service Level for that Service is calculated and expressed in Schedule 6).
- “Appendix”** means an appendix to this Agreement.
- “Approval”** means the written consent of the Council.
- “Change”** means any change to this agreement including to any of the Services.
- “Change Control Note”** means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
- “Change Control Procedure”** means the procedure for changing this agreement, as set out in Schedule 7.
- “Council”** means The Kent County Council of County Hall, Maidstone, ME14 1XQ.
- “Commencement Date”** means the date stated in the Contract Particulars or if none is stated, the date of this Contract.
- “Commercially Sensitive Information”** means the information listed in Schedule 13 (Commercially Sensitive Information) comprised of information:
- (a) which is provided by the Contractor to the Council in confidence for the period set out in that Schedule; and/or
 - (b) that constitutes a trade secret.
- “Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:
- (a) was public knowledge at the time of disclosure (otherwise than by breach of

clause 30 (Confidential Information));

- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract”	means this written agreement between the Council and the Contractor which is more particularly described in the Form of Agreement.
“Contracting Authority”	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006.
“Contractor”	means the person, firm or company with whom the Council enters into the Contract.
“Contract Particulars”	means the contract particulars contained in this Contract.
“Contractor Party”	means the Contractor's agents and contractors, including each Sub-Contractor.
“Contract Period”	means the period stated in the Contract Particulars and includes any extension to the Contract Period.
“Contract Price”	means the price (exclusive of any applicable VAT), payable to the Contractor by the Council under the Contract, as set out in the Contract Particulars, for the full and proper performance by the Contractor of its obligations under the Contract.
“Data Controller”:	shall have the same meaning as set out in the Data Protection Act 1998.
“Data Processor”:	shall have the same meaning as set out in the Data Protection Act 1998.
“Data Protection Legislation”:	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information

Commissioner.

- “Data Subject”:** shall have the same meaning as set out in the Data Protection Act 1998.
- “Default”** means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.
- “Disaster”** means an event defined as a disaster in the Disaster Recovery Plan.
- “Disaster Recovery Plan”** means a plan which sets out the procedures to be adopted by the Contractor in the event that the Services are disrupted by reason of a Disaster (including the procedures to be taken by the Contractor in planning and providing for any such event), the Disaster Recovery Plan at the date of this agreement being set out in Schedule 12.
- “DPA”** means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- “Environmental Information Regulations”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
- “Equipment”** means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.
- “Exit Manager”** has the meaning set out in paragraph 4 of Schedule 8;
- “Exit Obligations”** means the obligations set out in paragraph 2 of Schedule 8;
- “Exit Period”** means the period determined in accordance with paragraph 5 of Schedule 8;
- “Fees Regulations”** means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.
- “FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure”	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:</p> <ul style="list-style-type: none"> (a) any industrial action occurring within the Contractor’s or any sub-contractor’s organisation; or (b) the failure by any sub-contractor to perform its obligations under any sub-contract.
“Good Industry Practice”	<p>means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.</p>
“Information”	<p>has the meaning given under section 84 of the FOIA.</p>
"Information Governance"	<p>means the way organisations ‘process’ or handle information relating to the service and/ or service users</p>
"Information Governance Toolkit Requirements"	<p>means the requirements set out in the Local Authority model of the NHS Information Governance Toolkit as published by the Department of Health and amended from time to time for:</p> <ul style="list-style-type: none"> (a) Information Governance management, (b) Confidentiality and data protection (c) Information security
"Intellectual Property "	<p>any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.</p>
“Key Personnel”	<p>means those persons named in the Specification as being key personnel.</p>

“Law”	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.
“Losses”	shall mean all costs, losses, charges, expenses, damages, compensation, fines, claims, demands, liabilities, actions and proceedings (including the costs and expenses (including legal costs and expenses) of such actions and proceedings and the staff costs expended in requiring the discharge of an indemnity or payment of damages) arising from or relating to the contractual clause in question or to its breach
“Month”	means calendar month.
“Party”	means a party to the Contract.
“Personal Data”:	shall have the same meaning as set out in the Data Protection Act 1998.
“Premises”	means the location where the Services are to be supplied, as set out in the Specification.
“Price Review Date”	has the meaning given in the Contract Particulars.
“Processing and process”:	has the meaning given to it under the Data Protection Legislation and for the purposes of this agreement, it shall include both manual and automated processing.
“Prohibited Act”:	the following constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Property” means the property, other than real property, issued or made available to the Contractor by the Council in connection with the Contract.

“Public Sector Contracting Authorities” means public sector bodies that are subject to the Procurement Regulations 2006 and respective successor legislation.

“Public Contracts Directive”: Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“Receipt” means the physical or electronic arrival of the invoice at the address of the Council set out in the Contract Particulars or at any other address given by the Council to the Contractor for the submission of invoices.

“Regulations”: The Public Contracts Regulations 2015

“Regulated Activity” in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006

“Regulated Activity Provider” shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

“Regulatory means those government departments and regulatory,

Bodies”	statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Council and “Regulatory Body” shall be construed accordingly.
"Relevant Convictions"	means a conviction that is relevant to the nature of the Services or as listed by the Council.
“Relevant Index”	means the index specified in the Contract Particulars;
“Relevant Transfer”	a relevant transfer for the purposes of TUPE.
“Replacement Contractor”	means any third party service provider appointed by the Council to supply any services which are substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.
“Request for Information”	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).
“Schedule”	means a schedule attached to, and forming part of, the Contract.
“Service Failure”	a failure by the Contractor to provide the Services in accordance with any individual Service Level
“Service Levels”	the service levels to which the Services are to be provided, as set out Schedule 6.
“Services”	means the services to be supplied as specified in the Specification.
“Specification”	means the description of the Services to be supplied under the Contract as set out in the Specification including, where appropriate, the Key Personnel, the Premises and the Quality Standards.
“Service Credits”	means the sums attributable to a Service Failure as specified in Schedule 6.
“Special Conditions”	means the special conditions (if any) set out in Schedule 1.
“Staff”	means all persons employed or engaged by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract.
“Staff Vetting Procedure”	means the Council’s procedures for the vetting of personnel and as advised to the Contractor by the Council.

“Sub-Contract”:	any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party.
“Sub-Contractor”:	the contractors or contractors that enter into a Sub-Contract with the Contractor.
“Tender”	means the document(s) submitted by the Contractor to the Council in response to the Council’s invitation to suppliers for formal offers to supply it with the Services.
“TFEU”:	the Treaty on the Functioning of the European Union.
“the Treaties”:	the Treaty on European Union and TFEU.
“Variation”	has the meaning given to it in clause 39 (Variation).
TUPE”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

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

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.4 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2. CONTRACT PERIOD AND EXTENSION

2.1 The Contract shall take effect on the Commencement Date and shall expire automatically at the end of the Contract Period unless it is otherwise terminated in accordance with the provisions of the Contract, or by operation of law, or extended under clause 2.2.

2.2 Where stipulated in the Contract Particulars, the Council may, by giving written notice to the Contractor extend the Contract for such further period as is stated in the Contract Particulars. The provisions of the Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause 23 (Price Adjustment)) throughout any such extended period.

3. CONTRACTOR'S STATUS

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

4. COUNCIL'S OBLIGATIONS

Save as otherwise expressly provided, the obligations of the Council under the Contract are obligations of the Council in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Council to the Contractor.

5. NOTICES

5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

5.3 For the purposes of clause 5.2, the address of each Party shall be the address stipulated in the Contract Particulars:

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

6. MISTAKES IN INFORMATION

The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Council by the Contractor in connection with the supply of the Services and shall pay the Council any extra costs occasioned by any discrepancies, errors or omissions therein.

7. CONFLICTS OF INTEREST

7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Council under the provisions of the Contract. The Contractor will disclose to the Council full particulars of any such conflict of interest which may arise.

7.2 The Council reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Council under the provisions of the Contract. The actions of the Council pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

8. THE SERVICES

8.1 The Contractor shall supply the Services during the Contract Period with due skill, care and diligence and in accordance with:

- 8.1.1 the Quality Standards (if any stipulated in the Specification)
- 8.1.2 Good Industry Practice;
- 8.1.3 the Law; and
- 8.1.4 the requirements of the Contract.

8.2 The Council may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.

8.3 If the Council informs the Contractor in writing that the Council reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Council, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Council.

9. SERVICE LEVELS AND SERVICE CREDITS

9.1 This clause 9 shall apply where stated in the Contract Particulars.

9.2 Where any part of the Services is stated in Schedule 6 to be subject to a specific Service Level, the Contractor shall provide that part of the Services in

such a manner as will ensure that the Achieved Service Level in respect of that Service is equal to or higher than such specific Service Level.

- 9.3 The Contractor shall provide records of and Management Reports summarising the Achieved Service Levels as provided for in clause 43.
- 9.4 If the Contractor fails to provide the Services in accordance with any individual Service Level, the Contractor shall pay to the Council the Service Credit set out in Schedule 6.
- 9.5 The parties agree that any such Service Credit has been calculated as, and is, a genuine pre-estimate of the loss likely to be suffered by the Council. The Contractor has taken the Service Credit into account in setting the level of the Contract Price.

10. PROVISION AND REMOVAL OF EQUIPMENT

- 10.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.
- 10.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 10.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Council's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- 10.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 10.5 The Contractor shall, at the Council's written request, at its own expense and as soon as reasonably practicable:
- 10.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Council is either hazardous, noxious or not in accordance with the Contract; and
- 10.5.2 replace such item with a suitable substitute item of Equipment.
- 10.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

11. KEY PERSONNEL

- 11.1 This clause 11 (Key Personnel) shall apply if so stated in the Contract Particulars.

- 11.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 11.3 Any replacements to the Key Personnel shall be subject to the agreement of the Council. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 11.4 The Council shall not unreasonably withhold its agreement under clauses 11.2 or 11.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

12. CONTRACTOR'S STAFF

- 12.1 The Council may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain involved in the delivery of the Services:
- 12.1.1 any member of the Staff; or
- 12.1.2 any person employed or engaged by any member of the Staff,
- whose admission or continued involvement with the delivery of the Services would, in the reasonable opinion of the Council, be undesirable.
- 12.2 At the Council's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably request.
- 12.3 The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations, policies and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 12.4 The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 12.5 In addition to any requirements specified in the Staff Vetting Procedures, the Council may require the Contractor to carry out a Disclosure and Barring Service check in respect of any person to be employed or engaged in the provision of the Services. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of or through a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 12.6 If the Contractor fails to comply with clause 12.2 within 21 days of the date of the request the Contractor shall be in Default of its obligations under the Contract.

12.7 The decision of the Council as to whether any person is to be excluded from being employed or engaged in delivering the Services and as to whether the Contractor has failed to comply with clause 12.2 shall be final and conclusive and the Contractor shall indemnify the Council in respect of all claims, costs, losses or expenses arising from a decision under clause 12.1.

13. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

13.1 This clause 13 shall apply where stipulated in the Contract Particulars.

13.2 The parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

13.3 The Contractor shall ensure that all individuals engaged in the provision of the Services are:

13.3.1 subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

13.3.2 the Contractor shall monitor the level and validity of the checks under this clause 13.3 for each member of staff.

13.4 The Contractor warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

13.5 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 13 have been met.

13.6 The Contractor shall refer information about any person carrying out the Services to the ISA where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any service users/children/vulnerable adults.

13.7 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

14. TUPE AND PENSIONS

The parties agree that the provisions of Schedule 9 shall apply to any Relevant Transfer of staff under or in connection with this Contract.

15. INSPECTION OF PREMISES

Unless the Council otherwise directs, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have made

appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

16. LICENCE TO OCCUPY COUNCIL PREMISES

16.1 This clause 16 applies where stipulated in the Contract Particulars.

16.2 Any land or Premises made available from time to time to the Contractor by the Council in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

16.3 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Council may reasonably request.

16.4 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Council at the Contractor's expense. The Council shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Council.

16.5 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Council, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

16.6 The Parties agree that there is no intention on the part of the Council to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Council retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

17. PROPERTY

17.1 Where the Council issues Property free of charge to the Contractor such Property shall be and remain the property of the Council and the Contractor irrevocably licences the Council and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Council. The Contractor shall take all reasonable steps to ensure that the title of the Council to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Council's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Council.

- 17.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Council otherwise within 5 Working Days of receipt.
- 17.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 17.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Council's reasonable security requirements as required from time to time.
- 17.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Council's Default. The Contractor shall inform the Council within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

18. PARENT COMPANY GUARANTEE

- 18.1 Where stipulated in the Contract Particulars the Contractor shall procure the delivery of a parent company guarantee substantially in the form contained in Schedule 10.

19. PERFORMANCE BOND

Where stipulated in the Contract Particulars the Contractor shall procure the delivery of a performance bond substantially in the form contained in Schedule 11.

20. CONTRACT PRICE

- 20.1 In consideration of the Contractor's performance of its obligations under the Contract, the Council shall pay the Contract Price in accordance with clause 21 (Payment and VAT).
- 20.2 The Council shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

21. PAYMENT AND VAT

- 21.1 Unless otherwise specified in Schedule 3, the Council shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice, submitted monthly in arrears.
- 21.2 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.
- 21.3 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

- 21.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 21.5 The Contractor shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 21.5 shall be paid by the Contractor to the Council not less than 5 Working Days before the date upon which the tax or other liability is payable by the Council.
- 21.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause 52.3 (Termination on Default) for failure to pay undisputed sums of money.
- 21.7 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council during the Contract Period and following the end of the Contract for the period specified in the Contract Particulars.

22. RECOVERY OF SUMS DUE

- 22.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Council in respect of any breach of the Contract), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Council.
- 22.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 22.3 The Contractor shall make all payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Contractor.
- 22.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

23. PRICE ADJUSTMENT

- 23.1 Unless otherwise indicated in the Contract Particulars, the Contract Price shall apply for the Contract Period without adjustment.
- 23.2 Where stipulated in the Contractor Particulars, the Contract Price shall be adjusted on each Price Review Date by an amount equal to the annual percentage change in the Relevant Index as published in the December preceding the relevant Price Review Date.

24. PREVENTION OF BRIBERY AND CORRUPTION

- 24.1 The Contractor:

- 24.1.1 shall not, and shall procure that any Contractor Staff or Contractor Party shall not, in connection with this Agreement commit a Prohibited Act;
 - 24.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 24.2 The Contractor shall:
- 24.2.1 if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;
 - 24.2.2 within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Contractor) compliance with this clause 24 by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Contractor shall provide such supporting evidence of compliance as the Council may reasonably request.
- 24.3 The Contractor shall ensure that its anti-bribery policy is provided to the Council on request.
- 24.4 If any breach of clause 24.1 is suspected or known, the Contractor must notify the Council immediately.
- 24.5 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 24.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for the period specified in the Contract Particulars following the expiry or termination of this Agreement.
- 24.6 The Council may terminate this Agreement by written notice with immediate effect if the Contractor, Contractor Party or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 24.1.
- 24.7 Any notice of termination under clause 24.6 must specify:
- 24.7.1 the nature of the Prohibited Act;
 - 24.7.2 the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 24.7.3 the date on which this Agreement will terminate.
- 24.8 Despite clause 61 (Dispute resolution), any dispute relating to:
- 24.8.1 the interpretation of clause 24; or

24.8.2 the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.

24.9 Any termination under clause 24.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

25. EQUALITIES

25.1 The Contractor shall and shall ensure its sub-contractor's and Staff at all times comply with the requirements of the Equality Act 2010 and all other related statutory and regulatory requirements and the Council's policies and procedures copies of which are available on request relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, pregnancy and maternity, marriage and civil partnerships..

25.2 The Contractor shall fully indemnify the Council against all actions, claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition 25.

26. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated in this Agreement, a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

27. ENVIRONMENTAL REQUIREMENTS

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

28. HEALTH AND SAFETY

28.1 The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Council shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.

28.2 While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.

28.3 The Contractor shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Contract on the

Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

28.4 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

28.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Council on request.

29. DATA PROTECTION ACT

Information Governance – General Responsibilities

29.1 For the purposes of this clause 29, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing shall have the meaning prescribed under the DPA.

29.2 With respect to the Parties' rights and obligations under this agreement, the Parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

29.3 The Parties acknowledge their respective obligations arising under the DPA and must assist each other as necessary to enable each other to comply with these obligations.

29.4 The Contractor undertakes to:

29.4.1 Treat as confidential all Personal Data which may be derived from or be obtained in the course of the contract or which may come into the possession of the contractor or an employee, servant or agent or sub-contractor of the contractor as a result or in connection with the contract; and;

29.4.2 Provide all necessary precautions to ensure that all such information is treated as confidential by the contractor, his employees, servants, agents or sub-contractors; and

29.4.3 Ensure that he, his employees, servants, agents and sub-contractors are aware of the provisions of the Data Protection Act 1998 and that any personal information obtained from the Council shall not be disclosed or used in any unlawful manner; and

29.4.4 Indemnify the Council against any loss arising under the Data Protection Act 1998 caused by any action, authorised or unauthorised, taken by himself, his employees, servants, agents or sub-contractors

29.4.5 Nominate a data protection lead to be responsible for data protection and for providing the Council with regular reports on information security matters, including details of all incidents of data loss and breach of confidence;

- 29.4.6 Have in place adequate mechanisms to ensure that sub-contractors, agents and subsidiaries to whom personal information is disclosed comply with their contractual obligations to keep personal data and information secure and confidential in accordance with data protection requirements;
- 29.4.7 Ensure that the Council is kept informed at all times of the identities of the data protection lead;

29.5 The Contractor as a Data Processor

29.6 The Contractor shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

29.7 Notwithstanding the general obligation in clause 29.2, where the Contractor is processing Personal Data (as defined by the DPA) as a Data Processor for the Council the Contractor shall:

- 29.7.1 Process the Personnel Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Contracting Authority;
- 29.7.2 Comply with all applicable laws;
- 29.7.3 Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- 29.7.4 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 29.7.5 must be able to demonstrate that employees, servants, or agents associated with the performance of this contract are aware of their personal responsibilities under the Data Protection Act 1998 to maintain the security of the Personal Data controlled by the Authority;
- 29.7.6 take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- 29.7.7 obtain prior written consent from the Contracting Authority in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- 29.7.8 Personal data must not be copied for any other purpose than that agreed between the Contractor and the Council.

- 29.7.9 Personal data shall be returned to the Council at the end of the contract, or on completion of works or when requested by the Council.
- 29.7.10 The Council is required to comply with HMG Information Security Standards for the secure destruction of data processed on its behalf. The Contractor must provide certificated evidence of secure destruction to the required standards when equipment is decommissioned or retired or at the end of the contract.
- 29.8 The Contractor shall permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality requirements), to inspect and audit, in accordance with clause 36 (Audit), the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this agreement;
- 29.8.1 not Process, Cause or Permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Council and ;where the Council consents to the transfer, to comply with;
- (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- (b) any reasonable instructions notified to it by the Council
- 29.8.2 ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 29;
- 29.8.3 ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Council
- 29.8.4 not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council; and
- 29.9 notify the Council (within five Working Days) if it receives:
- 29.9.1 a request from a Data Subject to have access to that person's Personal Data; or
- 29.9.2 a complaint or request relating to the Council's obligations under the DPA;
- 29.9.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation

29.10 The Contractor agrees to indemnify and keep indemnified and defend at its own expense the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Contractor or its employees or agents to comply with any of its obligations under this Agreement.

Responsibilities when engaging Sub-Contractors

29.11 Subject always to clause 37 (Transfer and Sub-Contracting) if the Contractor is to require any Sub-Contractor to process Personal Data on its behalf, the Contractor must:

29.11.1 require that the Sub-Contractor provides sufficient guarantees in respect of its technical and organisational security measures governing the data processing to be carried out, and take reasonable steps to ensure compliance with those measures;

29.11.2 ensure that the Sub-Contractor is engaged under the terms of a written agreement requiring the Sub-Contractor to:

(a) process such personal data only in accordance with the Contractor's instructions;

(b) comply at all times with obligations equivalent to those imposed on the Contractor by virtue of the Seventh Data Protection Principle;

(c) allow rights of audit and inspection in respect of relevant data handling systems to the Contractor or to the Council or to any person authorised by the Contractor or by the Council to act on its behalf; and

(d) impose on its own Sub-Contractors (in the event the Sub-Contractor further sub-contracts any of its obligations under the Sub-Contract) obligations that are substantially equivalent to the obligations imposed on the Sub-Contractor by this clause 29

29.12 The provision of this clause 29 shall apply during the Contract Period and indefinitely after its expiry.

30. CONFIDENTIAL INFORMATION

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

30.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

30.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

30.2 clause 30.1 shall not apply to the extent that:

30.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure

- under the FOIA or the Environmental Information Regulations pursuant to clause 31 (Freedom of Information);
- 30.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 30.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 30.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 30.2.5 it is independently developed without access to the other party's Confidential Information.
- 30.3 The Contractor may only disclose the Council's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 30.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.
- 30.5 At the written request of the Council, the Contractor shall procure that those members of the Staff identified in the Council's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.
- 30.6 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 30.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 30.6.2 to any consultant, contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review;
 - 30.6.3 for the purpose of the examination and certification of the Council's accounts; or
 - 30.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.
- 30.7 The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 30.6 is made aware of the Council's obligations of confidentiality.

30.8 Nothing in this clause 30 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

31. FREEDOM OF INFORMATION

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

31.2 The Contractor shall and shall procure that any sub-contractors shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

31.2.1 provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

31.2.2 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

31.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

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

31.5 The Contractor acknowledges that (notwithstanding the provisions of clause 31) the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

31.5.1 without consulting the Contractor; or

31.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 31.5.1 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

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

31.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Council may be obliged to disclose it in accordance with this clause 31.

32. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

32.1 The Contractor shall not make any press announcement or publicise the Contract, the Services or any aspects thereof in any way, except with the prior written consent of the Council.

32.2 The Contractor shall take reasonable steps to ensure that its servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 32.1.

33. SECURITY

33.1 The Council shall be responsible for maintaining the security of the Premises over which the Council has control in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Council while on the Premises, and shall ensure that all Staff comply with such requirements.

34. INTELLECTUAL PROPERTY RIGHTS

34.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "**IP Materials**"):

34.1.1 furnished to or made available to the Contractor by or on behalf of the Council shall remain the property of the Council; and

34.1.2 prepared by or for the Contractor on behalf of the Council for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Council;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

34.2 The Contractor hereby assigns to the Council, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 34.1.2. This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

34.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

34.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Council a non-exclusive licence or, if itself a licensee of those rights,

shall grant to the Council an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Council to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Council.

34.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Council and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

34.5.1 items or materials based upon designs supplied by the Council; or

34.5.2 the use of data supplied by the Council which is not required to be verified by the Contractor under any provision of the Contract.

34.6 The Council shall notify the Contractor in writing of any claim or demand brought against the Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

34.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

34.7.1 shall consult the Council on all substantive issues which arise during the conduct of such litigation and negotiations;

34.7.2 shall take due and proper account of the interests of the Council; and

34.7.3 shall not settle or compromise any claim without the Council's prior written consent (not to be unreasonably withheld or delayed).

34.8 The Council shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Council or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Council for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Council in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 34.5.1 or 34.5.2.

34.9 The Council shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Council or the Contractor in connection with the performance of its obligations under the Contract.

34.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Council and, at its own expense and subject to the consent of the Council (not to be unreasonably withheld or delayed), use its best endeavours to:

34.10.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or

34.10.2 procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Council,

and in the event that the Contractor is unable to comply with clauses 34.7.1 or 34.7.2 within 15 Working Days of receipt of the Contractor's notification the Council may terminate the Contract with immediate effect by notice in writing.

34.11 The Contractor grants to the Council a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Council reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

35. CHANGE CONTROL AND CONTINUOUS IMPROVEMENT

35.1 The Contractor shall keep and maintain for the period stipulated in the Contract Particulars, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request afford the Council or the Council's representatives such access to those records as may be requested by the Council in connection with the Contract

35.2 Any requirement for a Change shall be subject to the Change Control Procedure.

35.3 The Contractor shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Contractor shall identify and report to the Council's Authorised Representative quarterly in each Contract Year on:

35.3.1 the emergence of new and evolving relevant technologies which could improve the Services;

35.3.2 new or potential improvements to the Services including the quality, responsiveness, procedures, performance mechanisms and customer support services in relation to the Services;

35.3.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and

35.3.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Council.

35.4 Any potential Changes highlighted as a result of the Service Provider's reporting in accordance with clause 35.3 shall be addressed by the parties using the Change Control Procedure.

36. AUDIT

36.1 The Contractor shall keep and maintain for the period stipulated in the Contract Particulars, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request afford the Council or the Council's representatives such access to those records as may be requested by the Council in connection with the Contract.

37. TRANSFER AND SUB-CONTRACTING

37.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

37.2 The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

37.3 Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Council, be sent by the Contractor to the Council as soon as reasonably practicable.

37.4 The Contractor shall ensure that the Assignee notifies the Council of the Assignee's contact information and bank account details to which the Council shall make payment.

37.5 The provisions of clause 21 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Council.

37.6 The Council may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

37.6.1 any Contracting Authority; or

37.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Council; or

37.6.3 private sector body which substantially performs the functions of the Council,

("the Transferee")

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

37.7 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such

circumstances, the Contract shall bind and inure to the benefit of any successor body to the Council.

37.8 The Council may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

37.9 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

38. WAIVER

38.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

38.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 5 (Notices).

38.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

39. VARIATION

39.1 Subject to the provisions of this clause 39, the Council may request a variation to the Specification including a change to the Specification. Such a change is hereinafter called a "Variation".

39.2 The Council may request a Variation by notifying the Contractor in writing of the "Variation" and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Council shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

39.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Council may;

39.3.1 allow the Contractor to fulfil its obligations under the Contract without the variation to the Specification;

39.3.2 terminate the Contract with immediate effect.

39.4 The Contractor may propose variations to the Contract, provided that the Council shall be under no obligation whatsoever to accept any request for a variation. A variation proposed by the Contractor shall not give rise to any increase to the Contract Price, unless expressly agreed by the Council (in its absolute discretion) in writing.

40. SEVERABILITY

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

41. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

41.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Council shall be entitled to investigate the complaint in accordance with the contract monitoring and management procedures contained in Schedule 14 (Contract Management). The Council may, in its sole discretion, uphold the complaint and take further action in accordance with clause 52 (Termination on Default) of the Contract.

41.2 In the event that the Council is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Council may, without prejudice to its rights under clause 52 (Termination on Default), do any of the following:

41.2.1 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Council that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;

41.2.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

41.2.3 terminate, in accordance with clause 52 (Termination on Default), the whole of the Contract.

41.3 Without prejudice to its right under clause 22 (Recovery of Sums Due), the Council may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

41.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Council shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Council may direct.

41.5 In the event that:

41.5.1 the Contractor fails to comply with clause 41.4 above and the failure is materially adverse to the interests of the Council or prevents the Council from discharging a statutory duty; or

41.5.2 the Contractor persistently fails to comply with clause 41.4 above,
the Council may terminate the Contract with immediate effect by notice in writing.

42. REMEDIES CUMULATIVE

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

43. CONTRACT MANAGEMENT

The Contractor shall comply with the monitoring and contract management arrangements set out in the Schedule 14 (Contract Management) including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

44. ANNUAL REVIEW

44.1 On each anniversary of the Commencement Date, the Council shall be entitled to carry out a review of the Contract and of the Council's requirements for the Services. As a result of the review, the Council shall (in its discretion) be entitled to:

44.1.1 affirm that the Contract shall continue in accordance with its terms; or

44.1.2 reduce the Contract Period; or

44.1.3 exercise the option to terminate the Contract in accordance with clause 54; or

44.1.4 require a reduction in the volume or scope of the Services (which shall take effect as a Variation in accordance with clause 39) in return for a reduction in the Contract Price; or

44.1.5 require a reduction in the Contract Price, where there has been a reduction in the Council's budget for the provision of the Services.

44.2 The Council shall notify the Contractor in writing of the results of the annual review and the Contractor shall take all necessary steps to implement the review within 4 weeks of receiving such notice (or such other reasonable period as may be specified by the Council).

45. ENTIRE AGREEMENT

45.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraud or fraudulent misrepresentation.

46. COUNTERPARTS

This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

47. LIABILITY AND INDEMNITY

47.1 Neither Party excludes or limits liability to the other Party for:

47.1.1 death or personal injury caused by its negligence; or

47.1.2 Prohibited Act; or

47.1.3 fraudulent misrepresentation; or

47.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

47.2 Subject to clause 47.3 and 47.4 the Contractor shall indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of:

47.2.1 the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract;

47.2.2 the act, omission or default of the Contractor, any sub-contractor or any member of Staff including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by any such party; and

47.2.3 any other loss which is caused directly or indirectly by any act or omission of the Contractor.

47.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Contract.

47.4 Subject to clause 47.1, the Contractor's liability under this Agreement shall be limited to the amount stated in Contract Particulars.

48. INSURANCE

48.1 The Contractor shall throughout the Contract Period effect and maintain with a reputable insurance company the following policies of insurance:

48.1.1 public liability insurance; and

48.1.2 employer's liability insurance

with the levels of indemnity cover for each claim stipulated in the Contract Particulars.

48.2 The Contractor shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

48.3 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

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

48.5 Where stipulated in the Contract Particulars, the Contractor shall effect the additional insurances stipulated in the Contract Particulars.

48.6 Where professional indemnity insurance is required in accordance with the Contract Particulars the Contractor shall maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than the amount stated in the Contract Particulars. Such insurance shall be maintained for a minimum of the period specified in the Contract Particulars following the expiration or earlier termination of the Contract.

49. WARRANTIES AND REPRESENTATIONS

The Contractor warrants and represents that:

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

49.1.2 in entering the Contract it has not committed any Prohibited Act;

49.1.3 as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract;

49.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of

its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- 49.1.5 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 49.1.6 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 49.1.7 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 49.1.8 in the three 3 years prior to the date of the Contract:
 - (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

50. TERMINATION FOR BREACH

- 50.1 The Council may terminate this agreement with immediate effect by the service of written notice on the Service Provider in the following circumstances:
 - 50.1.1 if the Contractor is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Council may only terminate this agreement under this clause 50.1 if the Service Provider has failed to remedy such breach within 28 days of receipt of notice from the Council (a **Remediation Notice**) to do so;
 - 50.1.2 if a consistent failure has occurred;
 - 50.1.3 if a Catastrophic Failure has occurred;
 - 50.1.4 if a resolution is passed or an order is made for the winding up of the Contractor (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Contractor becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Contractor's property or equipment;

- 50.1.5 if the Contractor ceases or threatens to cease to carry on business in the United Kingdom;
 - 50.1.6 if there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Service Provider to which the Council reasonably objects;
 - 50.1.7 if this agreement has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Regulations;
 - 50.1.8 if the Contractor has, at the time of this agreement's award, been in one of the situations referred to in regulation 57(1) to (3) of the Regulations and should therefore have been excluded from the procurement procedure; or
 - 50.1.9 if this agreement should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the EU in a procedure pursuant to Article 258 of TFEU.
- 50.2 The Council may terminate this agreement in accordance with the provisions of clause 24 and clause 58.
- 50.3 If this agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Contractor hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for cause.

51. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

- 51.1 The Council may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:
- 51.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 51.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 51.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 51.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 51.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

- 51.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 51.1.7 being a “small company” within the meaning of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 51.1.8 any event similar to those listed in clauses 51.1.1 -51.1.7) occurs under the law of any other jurisdiction.
- 51.2 The Council may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:
- 51.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor’s creditors; or
 - 51.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor’s bankruptcy; or
 - 51.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 51.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 51.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor’s assets and such attachment or process is not discharged within 14 days; or
 - 51.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 51.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 51.3 The Contractor shall notify the Council immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (“**change of control**”). The Council may terminate the Contract by notice in writing with immediate effect within six months of being notified that a change of control has occurred; or
- 51.3.1 where no notification has been made, the date that the Council becomes aware of the change of control,
- but shall not be permitted to terminate where an Approval was granted prior to the change of control.

52. TERMINATION ON DEFAULT

- 52.1 The Council may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- 52.1.1 the Contractor has not remedied the Default to the satisfaction of the Council within 15 Working Days, or such other period as may be specified by the Council, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 52.1.2 the Default is not, in the opinion of the Council, capable of remedy; or
 - 52.1.3 the Default is a material breach of the Contract.
- 52.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Council in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- 52.3 If the Council fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Council in writing of such failure to pay. If the Council fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Council exercising its rights under clause 22 (Recovery of Sums Due).

53. TERMINATION NOTICE

- 53.1 Where the Council terminates the Contract under clause 52 (Termination on Default): The Council may terminate this agreement at any time by giving three months' written notice to the Service Provider.

54. BREAK CLAUSE

- 54.1 Where stipulated in the Contract Particulars, the Council shall have the right to terminate the Contract at any time by giving written notice (of not less than the period specified in the Contract Particulars) to the Contractor
- 54.2 Where the Council exercises its right to terminate the Contract under clause 54.1, the Contractor shall only be entitled to payment for Services duly rendered up to the date of termination and the Council shall incur no liability to the Contractor in respect of any other losses whatsoever whether:
- 54.2.1 loss of future profits;
 - 54.2.2 redundancy or sub-contractor breakage costs; or
 - 54.2.3 any other costs whatsoever incurred by the Contractor as a consequence of such termination.

55. CONSEQUENCES OF EXPIRY OR TERMINATION

- 55.1 Where the Council terminates the Contract under clause 52 (Termination on Default):
- 55.1.1 the Council may recover from the Contractor the cost reasonably incurred of making other arrangements for the delivery of replacement services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The

Council shall take all reasonable steps to mitigate such additional expenditure.

55.1.2 no further payments shall be payable by the Council to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Council), until the Council has established the final cost of making the other arrangements envisaged under this clause.

55.2 Save as otherwise expressly provided in the Contract:

55.2.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

55.2.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Council or the Contractor under clauses 21 (Payment and VAT), 22 (Recovery of Sums Due), 24 (Prevention of Bribery and Corruption), 29 (Data Protection Act), 30 (Confidential Information), 31 (Freedom of Information), 34 (Intellectual Property Rights), 36 (Audit), 42 Remedies Cumulative), 47 (Liability and Indemnity), 48 (Insurance), 55 (Consequences of Expiry or Termination), 57 (Recovery upon Termination) and 60 (Governing Law and Jurisdiction).

56. DISRUPTION

56.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Council, its employees or any other contractor employed by the Council.

56.2 The Contractor shall immediately inform the Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

56.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

56.4 If the Contractor's proposals referred to in clause 56.3 are considered insufficient or unacceptable by the Council acting reasonably, then the Contract may be terminated with immediate effect by the Council by notice in writing.

56.5 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Council, the Contractor may request a reasonable allowance of time and in addition, the Council will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

57. RECOVERY UPON TERMINATION

57.1 On the termination of the Contract for any reason, the Contractor shall:

- 57.1.1 immediately return to the Council all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services;
 - 57.1.2 immediately deliver to the Council all Property (including materials, documents, information and access keys) provided to the Contractor under clause 17. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - 57.1.3 assist and co-operate with the Council to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress.
 - 57.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Council for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Council or the Replacement Contractor to conduct due diligence.
- 57.2 If the Contractor fails to comply with clause 57.1.1 and 57.1.2, the Council may recover possession thereof and the Contractor grants a licence to the Council or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.
- 57.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause 57.1.3 and 57.1.4 free of charge. Otherwise, the Council shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

58. FORCE MAJEURE

- 58.1 This clause 58 shall apply where stipulated in the Contract Particulars.
- 58.2 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.
- 58.3 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.
- 58.4 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 58.2 it shall

immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

59. DISASTER RECOVERY

- 59.1 This clause 59 shall apply where stipulated in the Contract Particulars.
- 59.2 The Contractor shall comply at all times with the relevant provisions of the Disaster Recovery Plan.
- 59.3 Following the declaration of a Disaster in respect of any of the Services, the Contractor shall:
 - 59.3.1 implement the Disaster Recovery Plan;
 - 59.3.2 continue to provide the affected Services to the Council in accordance with the Disaster Recovery Plan; and
 - 59.3.3 restore the affected Services to normal within the period laid out in the Disaster Recovery Plan.
- 59.4 To the extent that the Contractor complies fully with the provisions of this clause 59 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this agreement on the part of the Contractor), the Service Levels (if any) to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Levels as referred to in Schedule 6 but shall be the service levels set out in the Disaster Recovery Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

60. GOVERNING LAW AND JURISDICTION

Subject to the provisions of clause 61, the Council and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

61. DISPUTE RESOLUTION

- 61.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 61.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 61.3 If the dispute cannot be resolved by the Parties pursuant to clause 61.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 61.5 unless (a) the Council considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- 61.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the

Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

61.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

61.5.1 a neutral adviser or mediator (the “**Mediator**”) shall be appointed by the Centre for Effective Dispute Resolution.

61.5.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

61.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

61.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

61.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

61.5.6 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

62. TRANSPARENCY

62.1 The Council may disclose to other Public Sector Contracting Authorities any of the Contractors information, tender documentation and supporting documentation (including any that the Contractor has indicated to be confidential and/or Commercially Sensitive Information) such as specific tender information which has been submitted by the Contractor as part of the tender process. The Contractor shall ensure that such information shall not be disclosed to any other party except to other Public Sector Contracting Authorities. The Contractor acknowledges and agrees that by virtue of taking part in the tender process they hereby consent to such disclosure by the Council as a part of the tender process and the Council shall have no liability to the Contractor under this clause or otherwise and the Contractor shall indemnify and keep indemnified the Council against any Losses in respect of the same.”

SCHEDULE 1

SPECIAL CONDITIONS

63.0 SAFEGUARDING CHILDREN & ADULTS

- 63.1 In the case of children and young people under the age of 18, if there is any suspicion of abuse the Contractor must immediately report this to the relevant Specialist Children's Services district office or the Kent Social Services Out Of Hours Service, so that Child Protection procedures can be implemented.
- 63.2 The Contractor must have in place a policy on Safeguarding Children and there must be a designated lead for safeguarding. The Contractor must ensure its staff are familiar with the [Kent and Medway Safeguarding Children Procedures](#) and know how to report concerns and the Contractor shall comply with such procedures in delivering the Services.
- 63.3 The Contractor is required to comply with all Kent County Council current procedures in relation to Safeguarding Looked After Children, Children in Need and Children in Need of Protection. This will include (without limitation) a duty to provide individual case alerts and notifications, as appropriate, for any cases that require scrutiny by Child Protection Co-ordinators, Looked After Children Co-ordinators or are subject to a Serious Case Review by the Kent Safeguarding Children's Board.
- 63.4 The Contractor will need to ensure that its senior managers and staff are familiar with and maintain up to date records of all Kent County Council's policies and procedures which relate to the safe delivery of this service to the Council's young people.
- 63.5 The Contractor and its staff must ensure that any cases where Child Protection concerns have been raised are referred to Specialist Children's Services, including any concerns involving an unborn child. The Contractor must ensure that its staff are aware of the consultation procedures to follow if they are unsure whether their concerns have reached the threshold of Child Protection concern.
- 63.6 The Contractor and its Staff will ensure issues of risk are dealt with quickly and appropriately and that links are made with senior Specialist Children's Services Staff and other appropriate agencies. Such risks will include serious Child Protection issues, mental health risks involving serious self harm, or possible threat to the subject of the search.
- 63.7 The Contractor must ensure that Staff who are believed to have committed any offence defined by regulations are immediately reported to the Disclosure and Barring Service (DBS).
- 63.8 The Contractor's Staff are familiar with, and follow, the Kent and Medway Safeguarding Vulnerable Adults Procedures and the Contractor's own policy and procedures on Safeguarding Vulnerable Adults.
- 63.9 All Staff will be required to undergo Disclosure and Barring Service Checks at the Enhanced level, as it is recognised that staff employed by the Contractor will have access to sensitive information and vulnerable people, noting that all posts are exempt from the Rehabilitation of Offenders Act 1984.

- 63.10 The Council reserves the right, to suspend operations and withhold and/or reclaim any payment for the proportion of the financial year at that point undelivered under the contract while any safeguarding issue is being investigated.
- 63.11 The Contractor acknowledges and agrees that if the outcome of the safeguarding investigation upholds the safeguarding complaint this will be deemed to be a material breach of contract therefore enabling the Council at its sole discretion to terminate the agreement immediately without incurring any penalty.

64.0 CHILD SEXUAL EXPLOITATION

- 64.1 Child Sexual Exploitation (CSE) is defined as:

“Sexual exploitation of children and young people under 18 involves exploitative situations, contexts and relationships where young people (or a third person or persons) receive 'something' (e.g. food, accommodation, drugs, alcohol, cigarettes, affection, gifts, money) as a result of them performing, and/or another or others performing on them, sexual activities. Child sexual exploitation can occur through the use of technology without the child's immediate recognition; for example being persuaded to post sexual images on the Internet/mobile phones without immediate payment or gain. In all cases, those exploiting the child/young person have power over them by virtue of their age, gender, intellect, physical strength and/or economic or other resources. Violence, coercion and intimidation are common, involvement in exploitative relationships being characterised in the main by the child or young person's limited availability of choice resulting from their social/economic and/or emotional vulnerability.”

- 64.2 This definition of child sexual exploitation was created by the UK National Working Group for Sexually Exploited Children and Young People and is used in statutory guidance for England.
- 64.3 In the case of children and young people under the age of 18, or young people over the age of 18 accessing the services of the Contractor, any suspicion of CSE must be immediately reported to the relevant Specialist Children's Services district office or the Kent Social Services Out of Hours Service so that Child Protection procedures can be implemented.
- 64.4 The Contractor must have, within its policy on Safeguarding Children, procedures in place for the identification and reporting of suspected CSE.
- 64.5 The Contractor must ensure all members of staff are familiar with the Kent and Medway Sexual Exploitation Procedures ([Child Sexual Exploitation - kscb.org.uk](http://kscb.org.uk)) and know how to report concerns and the Contractor shall comply with such procedures in delivering the services.
- 64.6 The Contractor is required to comply with all the Council's current procedures in relation to CSE.
- 64.7 The Contractor and its staff must ensure that any cases where there is suspected CSE are raised and recorded internally, and referred to Specialist Children's Services. The Contractor must ensure that all members of staff are aware of the consultation procedures to follow if they are unsure whether their concerns have reached the threshold of Child Protection.

- 64.8 The Contractor will ensure that issues of risk are dealt with quickly and appropriately and that links are made with senior Specialist Children's Services Staff and other appropriate agencies, including the police in the event of an emergency.
- 64.9 The Contractor will ensure that all members of staff receive training in respect of CSE, to include, but not limited to, identification, prevention and disruption. The Contractor shall ensure that all members of staff receive CSE training within two months of employment and this must be updated annually. The Contractor shall keep a record of all training completed by members of staff.
- 64.10 In the case of children and young people under the age of 18, or young people over the age of 18 accessing the services of the Contractor, any inappropriate online activity must be immediately reported to the relevant Specialist Children's Services district office or the Kent Social Services Out of Hours Service so that Child Protection procedures can be implemented.
- 64.11 The Contractor must have, within its policy on Safeguarding Children, procedures in place for the protection of children and young people online. The Contractor must ensure all members of staff are familiar with the Kent Safeguarding Children Board Safer Practice with Technology (http://www.kelsi.org.uk/_data/assets/pdf_file/0017/30068/Safer-Practice-with-Technology.pdf) and know how to report concerns and the Contractor shall comply with such procedures in delivering the services.
- 64.12 The Contractor will ensure that all members of staff receive training in respect of online safety to include but not limited to grooming and cyberbullying. The Contractor shall ensure that all members of staff receive online safety training within two months of employment and this must be updated annually. The Contractor shall keep a record of all training completed by members of staff.
- 64.13 The Contractor must ensure all members of staff are familiar with the Kent and Medway Safeguarding Children Who Run Away and Go Missing policy ([Missing children - kscb.org.uk](http://www.kscb.org.uk)) and know how to comply with its requirements.

65.0 EXTREMISM AND RADICALISATION

- 65.1 This schedule is to be read in conjunction with Schedule 1 – Safeguarding Children & Adults, and all requirements of that Schedule are to be adopted herein.
- 65.2 The current UK definition of terrorism is given in the Terrorism Act 2000 (TACT 2000). In summary this defines terrorism as an action that endangers or causes serious violence to a person/people; causes serious damage to property; or seriously interferes or disrupts an electronic system. The use or threat must be designed to influence the government or to intimidate the public and is made for the purpose of advancing a political, religious or ideological cause.
- 65.3 Radicalisation refers to the process by which a person comes to support terrorism and forms of extremism leading to terrorism.
- 65.4 Extremism is vocal or active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of

different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces, whether in this country or overseas.¹

- 65.5 The Contractor must have, within its policy on Safeguarding Children, procedures in place for the identification and reporting of suspected radicalisation. The Contractor must ensure all members of staff are familiar with the Kent Safeguarding Children Board Guidance on Extremism and Radicalisation ([Extremism and Radicalisation - kscb.org.uk](http://www.kscb.org.uk)) and know how to report concerns and the Contractor shall comply with such procedures in delivering the services.
- 65.6 The Contractor is required to comply with all of the Council's current procedures in relation to Extremism and Radicalisation.
- 65.7 The Contractor and its staff must ensure that any concerns of suspected activity are raised and recorded internally, and referred to Specialist Children's Services. The Prevent Referral Form ([Extremism and Radicalisation - kscb.org.uk](http://www.kscb.org.uk)) must be completed and sent to Kent Police. The Contractor must ensure that all members of staff are aware of the consultation procedures to follow if they are unsure whether their concerns have reached the threshold of Child Protection.
- 65.8 The Contractor will ensure that issues of risk are dealt with quickly and appropriately and that links are made with senior Specialist Children's Services Staff and other appropriate agencies, including the police in the event of an emergency.
- 65.9 The Contractor will ensure that all members of staff receive training in respect of extremism and radicalisation. The Contractor shall ensure that all members of staff receive training within two months of employment and this must be updated annually. The Contractor shall keep a record of all training completed by members of staff. It is recommended that Contractors consider requiring all members of staff to complete online training via: http://course.ncalt.com/Channel_General_Awareness.
- 65.10 In the case of children and young people under the age of 18, or young people over the age of 18 accessing the services of the Contractor, any inappropriate online activity must be immediately reported to the relevant Specialist Children's Services district office or the Kent Social Services Out of Hours Service so that Child Protection procedures can be implemented.
- 65.11 The Contractor must have, within its policy on Safeguarding Children, procedures in place for the protection of children and young people online. The Contractor must ensure all members of staff are familiar with the Kent Safeguarding Children Board Safer Practice with Technology (http://www.kelsi.org.uk/_data/assets/pdf_file/0017/30068/Safer-Practice-with-Technology.pdf) and know how to report concerns and the Contractor shall comply with such procedures in delivering the services.

¹ All definitions are from the Government's Prevent Strategy.

66.0 SAFEGUARDING POLICY ADULTS

- 66.1 The Contractor shall ensure that all Staff comply with the Kent and Medway Safeguarding Children's Procedures 2007 and the Multi Agency Adult Protection Policy, Protocols and Guidance for Kent and Medway (updated six monthly) and the Contractor's own policy and procedure concerning Adult Protection/Safeguarding.
- 66.2 The Contractor's Safeguarding Policy shall include safeguarding vulnerable adults and children from any form of abuse or exploitation which includes physical, financial, psychological or sexual abuse, neglect, discriminatory, self-harm, inhuman or degrading treatment through deliberate intent, negligence or ignorance.
- 66.3 The Contractor shall have in place robust procedures for responding to suspicion or evidence of abuse or neglect to ensure the safety and protection of the Service User. The procedures shall reflect local multi-agency Policy, Protocols and Guidance, including informing the Care Quality Commission and where appropriate involving the police in accordance with the Public Interest Disclosure Act 1998 and the Department of Health guidance "No Secrets" and the Disclosure and Barring Service.
- 66.4 The Contractor's Safeguarding Policy and Procedures must ensure that all allegations and incidents of abuse are followed up in a prompt, specified timeframe. All details and actions taken are recorded in a special record/file kept specifically for the purpose, and on the personal file of the Service User.
- 66.5 The Contractor shall have a Public Interest Disclosure Act 1998 (Whistleblowing) policy which will include procedures under which Staff can raise, in confidence, any serious concerns that they may have and do not feel that they can raise in any other way. These can include situations when Staff believe that:
- (a) a criminal offence has been committed;
 - (b) someone has failed to comply with a legal obligation;
 - (c) a miscarriage of justice has occurred;
 - (d) the health and safety of an individual is being endangered; and
 - (e) there are or may be financial irregularities.
- 66.6 The Contractor shall have in place policies and procedures for Staff regarding the service user's will and bequests. The policies and procedures shall prevent the involvement of any Staff, or family members of Staff, in the making of, or benefiting from, the service users will, soliciting any other form of bequest or legacy, acting as a witness or executor, and being involved in any way with any other legal arrangement.
- 66.7 The Contractor shall ensure that all Staff shall receive training on the prevention of abuse within three months of employment and this must be updated annually. Adult Protection level 1 is the minimum requirement for all staff and levels 1 and 2 for managers.
- 66.8 The Contractor shall ensure that all Staff shall comply with the Mental Capacity Act (MCA) 2005 (including all amendments that have been introduced at the time of signing the contract as well as future amendments during the term of the contract), and the Deprivation of Liberty Safeguards (DOLS). The Contractor's processes need to incorporate consideration of whether a person has capacity to consent to the services which are to be provided and whether their actions are likely to result in a deprivation of liberty. The Contractor's records must provide evidence of compliance with the MCA and DOLS where appropriate. The Contractor shall ensure that all Staff shall receive training on MCA and DOLS.

- 66.9 The Contractor shall have in place throughout the Contract Period MCA policies and procedures to ensure that all Staff understand and comply with their duties and responsibilities under the MCA 2005 for all care and support services.
- 66.10 The Contractor shall have in place throughout the Contract Period DOLS policies and procedures to ensure that potential deprivation of liberty is identified, applications for DOLS authorisations are promptly made where appropriate, conditions are properly followed and reviews are regularly undertaken.
- 66.11 The Contractor shall ensure that all Staff will be aware of the conditions under which to instruct and consult the statutory advocacy service, Independent Mental Capacity Advocacy (IMCA) service, under MCA. All Staff shall understand the role of the IMCA and the role of the paid Relevant Person's Representative (RPR) under DOLS.

67.0 INFORMATION SECURITY REQUIREMENTS

- 67.1 The Contractor shall apply appropriate technical and organisational measures to adequately secure the Council's personal data during processing, storage and transfer. These measures must fulfil the Council's legal obligation to comply with data protection principle 7 (Information Security) of the Data Protection Act 1998.
- 67.2 The Contractor shall indemnify the Council for loss or damages caused by any action, authorised or unauthorised, taken by himself, his employees, servants, agents or sub-contractors.

SCHEDULE 2
SPECIFICATION

Service Title	Young Carers Service
Commissioner(s)	Early Help and Preventative Services

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in writing.

Section One: Introduction and Overview

- 1.1. Kent County Council's vision is: *"Our focus is on improving lives by ensuring that every pound spent in Kent is delivering better outcomes for Kent's residents, communities and businesses"*. This service will help to ensure that the strategic outcome that *"Kent's children and young people get the best start in life"* is realised.
- 1.2. This Service shall ensure that young carers are identified and are receiving the support they need to engage with education, learning, training, work or recreational activities, including socialising with peers. This will be achieved by working collaboratively with agencies and professionals likely to come into contact with young carers to raise awareness and skills in identifying and assessing young carers and by providing direct support to young carers themselves. The aim is to enable young carers to have some respite from their caring responsibilities and the risk of their situation escalating is reduced and quality of life improved.
- 1.3. The Care Act 2014 establishes that every family should be treated holistically to ensure the needs of the cared for and the needs of carers are identified.
- 1.4. The Children and Families Act 2014 states that "young carer" means a person under 18 who provides or intends to provide care for another person. Young carers are, as defined by Barnardo's, *"children who help to look after a member of the family who is sick, disabled or has mental health problems, or is misusing drugs or alcohol"*.
- 1.5. The day to day responsibilities a young carers takes on can include:
 - Cooking
 - Cleaning
 - Shopping
 - Providing nursing or personal care
 - Providing emotional support

A young carer may experience:

 - Adverse physical, and emotional health and well-being
 - Limited social opportunities
 - Isolation and loneliness
 - Limited educational opportunities
 - A lack of recognition by professionals of the role they play and the demands it places upon them, resulting in a lack of appropriate support
 - Fear of the involvement of statutory agencies and therefore may hide the fact that they are a carer, or hide the level of need of the person they care for
 - Limited choice about whether to care or not
- 1.6. Young carers are still often unrecognised, despite the fact they may provide many hours of support each week and their entitlement to an assessment of their needs has been legally established within the Children and Families Act 2014.
- 1.7. The Children and Families Act 2014 establishes in law the need for a young carer to be assessed for support, and assessed again if their support needs have changed. The assessment will establish if a young carer is participating in, or wishes to participate in, education, training or recreational activities.
- 1.8. The Care Act 2014 also establishes that every family should be treated holistically to ensure the needs of the people being cared for and the carers are identified.

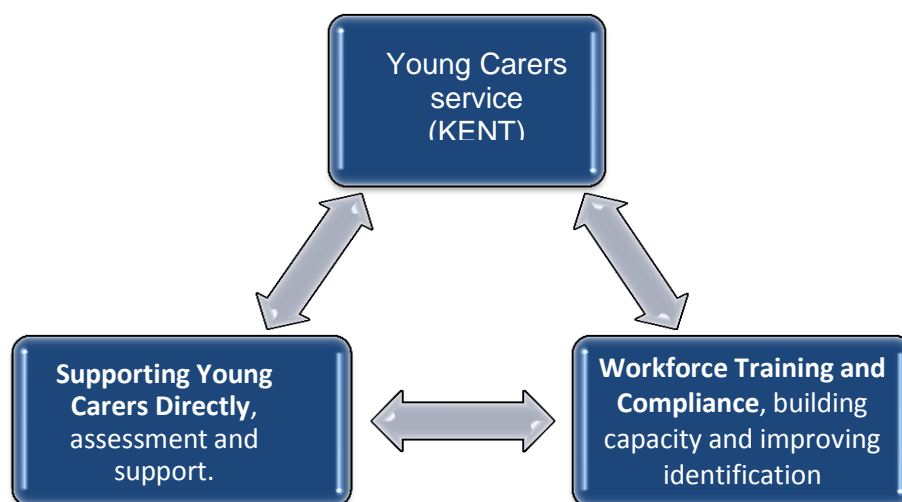
- 1.9. The Children and Families Act introduced a new right for young carers aged 16-18 who are transitioning to adulthood to have their specific needs assessed in light of how their role might change.
- 1.10. Sections 96 and 97 of the Children and Families Act 2014 amends Section 17 of the Children's Act 1989 by inserting a new section (s17ZA) which places new responsibilities on Local Authorities and promotes a whole Council/whole system approach to young carers assessments.
- 1.11. Data from the 2011 Census has identified over 6,500 young carers within Kent; an increase of 136% on the number of young carers identified from the 2001 Census. However, feedback suggests that as many young carers remain "hidden" the true figure is likely to be in excess of 10,000 young carers within Kent. The breakdown by district as per the Census is as follows:

Ashford	520
Canterbury	637
Dartford	388
Dover	547
Gravesham	481
Maidstone	662
Sevenoaks	382
Shepway	554
Swale	774
Thanet	682
Tonbridge and Malling	533
Tunbridge Wells	403

- 1.12 The disparity in the number of young cares between districts is consistent with wider economic and health inequalities throughout Kent. The toxic trio of poor mental health, substance misuse and domestic abuse consistently underpin the reason for Early Help notifications throughout the county. The Contractor will be required to adopt a flexible and targeted approach in order to reach and meet the needs of young carers in communities of high levels of need.
- 1.13. Kent County Council is keen to ensure a family-focused approach is adopted and is taking steps to ensure the issue of young carers being everybody's business, and not the sole responsibility of one organisation, is recognised and understood.

Section Two: Description of Service

- 2.1. The Contractor shall be required to deliver a service with two distinct but linked functions which will increase the identification and assessment of young carers in Kent and improve outcomes and quality of life for young carers. Workforce training and compliance will focus on working with agencies and professionals to support practice change so they are able to identify, assess and support the needs of young carers. In addition, the Contractor shall provide direct support to young carers in Kent.



Further flowcharts describing the operation of the service are included below.

The Contractor shall:

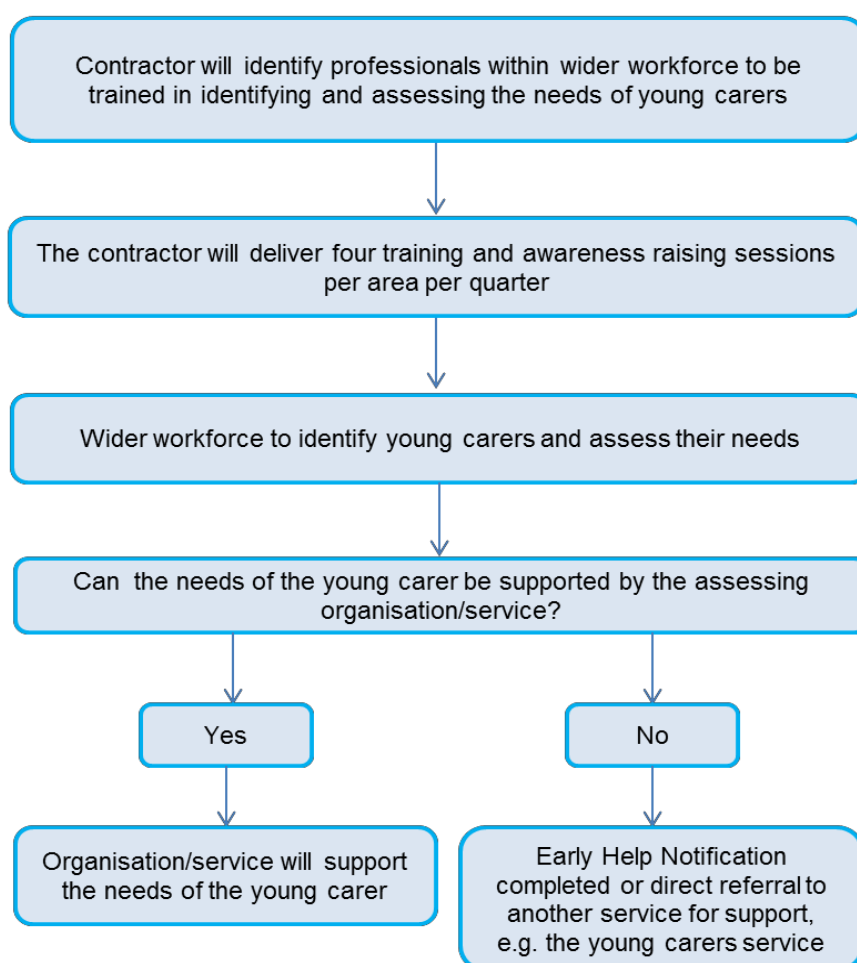
Workforce Training and Compliance

- 2.2. Support the identification and assessment of young carers in compliance with the Children and Families Act 2014. The Contractor will provide training and support to a range of agencies and professionals with a particular focus on schools. This will be with regard to raising awareness of the needs of young carers and the statutory responsibility to identify young carers and to undertake assessments of their caring role and how they can be best supported. The Contractor should consider utilising different media which could include online training, in addition to but not substituting, face to face training and awareness raising sessions. The Contractor shall record the details of all participants in training and awareness raising sessions. This will include the attendees name; their role and organisation. The contractor shall undertake satisfaction surveys at the end of each session to ensure staff have gained sufficient understanding of how to identify and assess young carers. This is a critical part of supporting Kent County Council to ensure compliance.
- 2.3. The Contractor shall be required to have clear plans in place for how they intend to ensure young carers are identified. The Contractor must prioritise training and awareness raising with professionals most likely to come into contact with young carers. This will be school staff, including teachers and teaching support staff and the school health service, youth service providers, Early Help Practitioners and Adult Social Care Teams. The Contractor shall pro-

actively engage with Early Help teams, Social Care teams and schools and present at staff meetings and events as appropriate. The Contractor shall aim to ensure that young carers from marginalised and hard to reach groups are effectively identified and engaged. This will include children and young people caring for parents with drug and alcohol dependency, mental health issues, those from minority ethnic groups, those who do not easily access public services, such as those living in rural and/or isolated communities.

- 2.4. The Contractor shall work closely with agencies and professionals most likely to come into contact with young carers to raise awareness and skills relating to the identification and assessment of young carers.

Workforce training and compliance



For further guidance on accessing support Please refer to Section 6.4 of the *Joint Protocol for Young Carers and their Families, KCC Oct 15*.

- 2.5. The Contractor shall deliver training and awareness raising with a particular focus on schools. The Contractor will be required to work intensively with schools so that this results in a positive impact on practice and workforce development to improve the identification of young carers and result in schools being better equipped to support and meet the needs of pupils that are also young carers. All young carers must be identified and assessed in accordance with the Council's **Joint Protocol for Young Carers and their Families**, attached as Appendix 1, and

the Council's "**Supporting Carers**" Policy and Practice Guidance.

<http://knet/directorate/SCHW-documents/Documents/Carers%20policy.pdf>

- 2.6. The Contractor shall work closely with open access youth service providers to raise awareness of young carers and their needs. The intention being to support youth providers to develop their provision so they are able to provide open access support that is accessible to and meets the needs of young carers across the county.
- 2.7. The Contractor shall also be required to establish networks with key agencies and professionals to ensure needs of young carers are understood and assessed and referrals are made appropriately. This will include:
- Schools
 - Attendance and Inclusions Officers
 - Early Help professionals
 - Specialist Children's Services
 - Children with Disabilities Services
 - Special Educational Needs Services
 - Youth Workers
 - Children's Centres
 - Health services and other health professionals including school nurses and GP's
 - Adult Social Care
 - Adult Mental Health Services
 - CAMHS providers
 - Drug and alcohol treatment services
 - Troubled Families Services
- 2.8. The Contractor shall identify and assess the needs of young carers as appropriate, for example if a young person self-referrers to the service. However, the expectation is that the Contractor will work more widely with a range of other service providers, such as schools, health services, children's centres, adult social care and youth service, for example, to raise awareness of how they can identify young carers and assess their needs. The legislation is clear that the responsibility for the identification of young carers is now everybody's business and not the sole responsibility of one organisation.
- 2.9. The Contractor shall work collaboratively with the main agencies and professionals likely to come into contact with young carers to enable "hidden" young carers to be identified and supported, such as young carers involved in caring for adults with mental health and/or substance misuse issues and to ensure agencies adopt a whole family approach to assessments and are aware of the requirements to identify and assess the needs of young carers.
- 2.10. The Contractor shall be required to make effective links with adult social care, mental health services and drug and alcohol services to ensure it can make effective representations to them when necessary.

Supporting Young Carers Directly

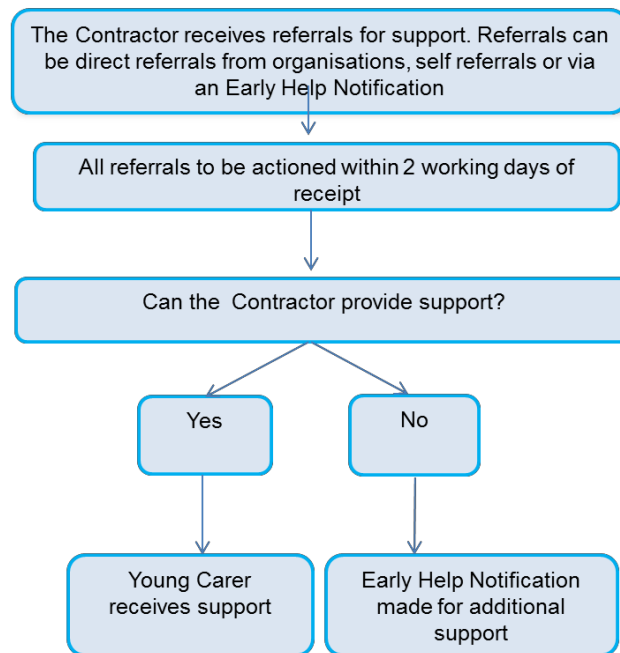
- 2.11. The aim of the service is to enable young carers to have some respite from their caring responsibilities and the risk of their situation escalating is reduced and quality of life improved. The Contractor shall provide support tailored to the needs of individual young carers, establishing the positive impact this will achieve for the young carer. Outcomes achieved will

be relevant to the individual needs of young carers but may include:

- Improved emotional well-being;
- Improved communication and social interaction skills;
- Increased attendance and engagement at school.

Support will be flexible and will vary in intensity, length and content to ensure it meets the needs of each young carer most effectively. It is likely that the differing needs of young people will mean that their need to access the service will fluctuate. The Contractor will be required to respond to this accordingly and will be asked to demonstrate how they propose to manage demand.

Supporting young carers directly



For further guidance on accessing support please refer to Section 6.4 of the *Joint Protocol for Young Carers and their Families, KCC Oct 15*.

- 2.12. The Contractor shall offer an effective assessment of the needs of young carers in line with the requirements under the Children and Families Act 2014 and in line with Kent County Council's Young Carers Protocol when dealing with direct or self-referrals to the service. The Contractor will receive self-referrals and enquiries from young carers and their families as well as receiving referrals from a range of organisations and professionals that have identified and undertaken assessments of the needs of young carers.
- 2.13. The young carers support service will be an open access service. An Early Help Notification will not be required to access this service. The Contractor will be required to develop a process to receive self-referrals for support direct from young carers and their families, as well as from agencies signposting young carers to the service. Referrals will also be received from agencies when they have identified and assessed young carers feel the service would be able to offer support. The Contractor will be required to respond to referrals within two working days of receipt. See Appendix 2 for a demand forecast for the young carer's service.
- 2.14. The Contractor shall advocate on behalf of the young carer and/or their family to ensure the young carer has access to support. For example this could include meeting with schools to ensure support is put in place to facilitate regular attendance or supporting a young carer so

they can participate in a particular activity such as a sporting or cultural event.

- 2.15. The Contractor shall provide a service tailored to the needs of young carers, offering a range of activities and support, including virtual support, to be delivered in a timely fashion. This will include 1-2-1 support and mentoring as well as support in groups and virtual support. The Contractor will ensure young carers have access to information, support and respite activities as well as opportunities to:
- Make friends
 - Go on outings
 - Meet other young carers
 - Engage with other activities taking place within school or the community
- 2.16. The Contractor shall be required to offer at least one form of direct activity supporting young carers per district per month. This could take the form of school-based groups, evening or weekend groups and/or outings and specific activities. Where demand for support is high there is an expectation that the Contractor will flexibly deploy resources to ensure needs are met. This will also involve working closely with open access youth service providers to ensure demand is managed effectively and youth support including Kent County Council's Youth Hubs and facilities are utilised effectively and appropriately. The Contractor will be required to evidence joint working with Kent County Council's Early Help and Preventative Services.
- 2.17 It is essential that the Contractor makes every effort to help the young carer to engage with the support and respite opportunities that exist within the own community, such as their school, relatives and neighbours; and with local activities for children and young people (such as after school activities; sports clubs, uniformed groups, creative and cultural activities etc.) as well as opportunities to meet with other young carers.
- 2.18. The Contractor shall be required to support improved educational outcomes, including improved school attendance amongst young carers, when identified as an area of concern. It will also support improved emotional health and well-being outcomes for young carers.

Common factors across Workforce Training and Compliance and Supporting Young Carers

- 2.19. The Contractor shall adopt a family focused approach. This means that the Contractor will have the ability to act as an advocate for the family, if necessary, to ensure the family receive the support they need. This may mean ensuring that the person being cared for receives appropriate assessments in order to gain appropriate support, which in turn will reduce the burden being experienced by the young carer. This might include working closely with adult and children's social care teams to ensure that if there is cause for concern that cases are escalated appropriately, as well as working closely with organisations that may be engaged in providing support to any adult carers within the family home.
- 2.20. The Contractor shall adopt a consistent approach to the assessment of the caring role and needs of the young carer. This assessment will need to be documented and recorded in line with Kent County Councils Joint Protocol and in accordance with the requirements of the Children and Families Act 2014.
- 2.21. The Contractor shall support transition arrangements for young carers to the Adult Carers

Support Services currently in place as young carers approach 18 years of age and will no longer be supported by the Young Carers Service.

- 2.22. The Contractor shall be required to work closely with Kent County Council's Youth Hub Managers and District Early Help and Preventative Services Managers to ensure sufficient provision is in place to support young carers throughout the County.

Exit Strategies

- 2.21 The Contractor shall operate a safe exit strategy for each young carer once they no longer need the support of the Young Carers Service.

Linkages and dependencies

- 2.23. It is a requirement that the Young Carers Service is compliant with the requirements of the Children and Families Act 2014. In addition, the Contractor needs to ensure it will contribute to the delivery of Kent County Council's strategic goal that all children and young people in Kent are "*engaged, thrive and achieve their potential through academic and vocational education*".
- 2.24. It is also essential that excellent relationships with schools are developed so that young carers are supported to maximise their educational attainment. Excellent relationships also need to be established with adult service providers; including adult carers support services, adult social care and adult mental health and substance misuse services.
- 2.25. The Contractor shall work reasonably to improve the economic, social and environmental well-being of Kent's residents, communities and businesses in line with Kent County Council strategic priorities and outcomes.

Involvement of children, young people and their families in the service

- 2.26. The Council believes that the achievement of the outcomes outlined in this specification is dependent upon establishing trust and developing positive relationships with children, young people and families. The Contractor shall proactively and positively engage children and their families in all the decision making processes that affect them (unless there are child protection or health and safety concerns), gather and listen to their views and where appropriate reflect these views in service delivery.

Section Three: Standards

- 3.1 The Contractor shall ensure all managers employed to deliver this Service must hold an up to date and relevant professional qualification, as well as a minimum of two years' experience in successfully managing services to support young carers. A relevant qualification would include: a level 3 or higher qualification in youth work, social work, care management, a teaching or training qualification.
- 3.2 The Contractor shall ensure all managers and staff employed to deliver this Service, either directly or through sub-contracting arrangements, must:
- Be able to form positive and on-going relationships with young carers and their families;
 - Have demonstrable experience of effectively working with vulnerable children and young people;
 - Be able to work positively with a range of partners and in multi-agency settings;
 - Be experienced in delivering training and development;
 - Have knowledge, understanding and experience of working within the school environment; and
 - Be able to demonstrate experience, awareness and skills relevant to working with young people vulnerable to becoming NEET.
- 3.3 The Contractor shall ensure all staff, including volunteers, working directly with young carers and their families will be required to hold up to date enhanced DBS clearance. All managers and support staff will be required to hold current standard DBS clearance.
- 3.4 The Contractor must have a policy on Child Sexual Exploitation and its workforce must be trained to identify and refer vulnerable children.
- 3.5 The Contractor must have in place a policy on Safeguarding Children and there must be a designated lead for safeguarding. The Contractor must ensure its staff are familiar with the Kent and Medway Safeguarding Children Procedures <http://www.proceduresonline.com/kentandmedway> and know how to report concerns and the Contractor shall comply with such procedures in delivering the service.
- 3.6 The Contractor is required to comply with all Kent County Council current procedures in relation to Safeguarding Looked After Children, Children in Need and Children in Need of Protection. This will include (without limitation) a duty to provide individual case alerts and notifications, as appropriate, for any cases that require scrutiny by Child Protection Co-ordinators, Looked After Children Co-ordinators or are subject to a Serious Case Review by the Kent Safeguarding Children's Board. Guidance and procedures can be found on the Kent Safeguarding Children Board website: <http://www.kscb.org.uk>
- 3.7 The Contractor shall ensure appropriate Data Protection and Information Governance policies and procedures are in place in terms of the recording and storage of personal or sensitive information.
- 3.8 The Contractor shall have in place a complaints procedure; all complaints shall be logged and appropriate action taken and advised to all parties involved. A record of all complaints, irrespective of how minor, must be kept in such a manner as to allow full understanding at a later date.

Section Four: Monitoring and Performance Management

- 4.1 The Contractor shall work collaboratively with the Council and other agencies and professionals to continuously improve the Service in order to achieve better outcomes for Young Carers in Kent.
- 4.2 The Contractors performance shall be measured using the Key Performance Indicators specified in Schedule 14 (Contract Management). In addition to the formal review meetings described in Schedule 14, the Council intends to develop a collaborative relationship between commissioners and all of our Contractors, characterised by dialogue, collaborative working between agencies and professionals and a commitment to achieving better outcomes for children.
- 4.3 Reflecting the child focused, bespoke nature of this service, the Council will primarily measure outcomes achieved for individual young carers against their personal goals as identified through their assessments. In addition, the number of young carers the service has supported and coverage across the County will be measured; as well as the number of training, networking and awareness raising events delivered aimed at agencies and professionals that may come into close contact with young carers. As a target the Contractor shall deliver four training and awareness raising sessions per area (North, South, East, West) per quarter.
- 4.4 Individual outcomes for young carers might be, for example:
- Improved emotional well-being;
 - Improved communication and social interaction skills;
 - Increased attendance and engagement at school.

The outcomes mentioned are not exclusive and the Contractor will be required to evidence how it has achieved positive outcomes for young carers based upon the assessment of their caring activities and their support needs. For example the Contractor shall be required to demonstrate the percentage of young carers that have increased their attendance at school, where attendance has been identified as a cause for concern.

- 4.5 It is essential that the voice of the young carer is present and the Contractor will be required to evidence how feedback from young carers is captured and the percentage levels of feedback captured.
- 4.6 Monitoring will also include a review of waiting lists and flows through the service. It will also include a review of reach and increase in the number of young carers being identified and in receipt of support.

Reporting Arrangements

- 4.7 The Contractor shall submit written performance information electronically on a monthly basis. Monthly reports must contain the following information as a minimum:
- (a) the total number of contacts with young carers, broken down by district;
 - (b) the total number of new referrals, including Early Help Notifications (EHN) and self-referrals, by district;
 - (c) the total number of EHN referrals actioned within 2 working days of receipt, by district;
 - (d) the total number of young carer assessments, by district;
 - (e) the total number of clubs and respite activities delivered, by district;
 - (f) the total number of young carers attending clubs and activities and receiving 1-2-1 support, by district;
 - (g) the total number of cases carried over, by district;
 - (h) the total number of training sessions delivered, by district;
 - (i) the total number of attendees at each training session, by district.

The format of reports will be mutually agreed by both the Contractor and the Council.

- 4.8 Formal contract monitoring meetings will take place with both the Council's and the contractor's Contract Managers on a quarterly basis.
- 4.9 Regular less formal meetings will take place when required between both the Council's and the Contractors Contract Managers.



Joint Protocol for Young Carers and their Families

Issue Date	26 August 2015
Review Date	29 January 2016
Document Owner	Stuart Collins, Head of 0-25 Early Help and Preventative Services (North Kent)

1. Key Principles

Young carers themselves, have identified that there should be “no wrong doors” for young carers and their families, when attempting to access support. Young carers should be identified, assessed and along with their families supported regardless of which service makes the initial referral.

- 1.1 In Kent, Adult Social Care, Public Health, Education and Young People’s Services and Specialist Children’s Services commit, through this protocol, to work together, adopting a whole system, whole council, whole family approach, to providing support for young carers and their families. We will achieve this through seamless working across directorates, and effective partnerships with health, schools and commissioned services.
- 1.2 Adult Social Care, Public Health, Education and Young People’s Services, Specialist Children’s Services and commissioned services will work together to fulfil their duties in law² and ensure that the following key principles³ underpin practice.
 - 1.2.1 *The starting point should be to assess the needs of the adult or child who needs care and support and then see what remaining needs for support a young carer in the family has.*
 - 1.2.2 *The presence of a young carer in the family should always constitute an appearance of need and should trigger either an assessment or the offer of an assessment to the person needing care.*
 - 1.2.3 *A whole family approach is key when assessing an adult needing care where there are children in the family providing care to the adult or undertaking wider caring responsibilities. The adult’s assessment and eligibility for support should take into account their parenting responsibilities and the functioning of the family.*

² Responsibilities for identifying and supporting young carers are placed on the local authority as a whole. These responsibilities are set out in the Children’s Act 1989 (as amended by the Children and Families Act 2014) and under the Care Act 2014. Section 96 of the Children and Families Act 2014 introduces new rights for young carers to ensure young carers and their families are identified and their needs for support are assessed. From April 2015 all young carers will be entitled to an assessment of their needs from the local authority. This new provision works alongside measures in the Care Act 2014 for transition assessment for young carers as they approach adulthood, and for assessing adults to enable a “whole family approach” to providing assessment and support. These obligations further explained in The Young Carers (Needs Assessments) Regulations 2015 and in Guidance related to both of these Acts and “Working Together to Safeguard Children” (DfE – 2015).

³ Joint statement on key principles for supporting young carers made by DH and DfE (updated 2015).

- 1.2.4 Assessments should ascertain why a child is caring and what needs to change in order to prevent them from undertaking excessive or inappropriate caring responsibilities which could impact adversely on their wellbeing, education, or social development. It will be good practice to seek the views of children and adults separately, as it may be very difficult for children to say how they really feel in the presence of an adult who may also be the person they care for.
- 1.2.5 Consideration must be given to whether a young carer is a 'child in need' under s.17 of the Children Act 1989. The assessment must establish if they are unlikely to achieve or maintain a reasonable standard of health or development without the provision of services and whether their health or development may be impaired if they or their family are not provided with support.
- 1.3 These principles apply equally to all children up to the age of 18, recognising that young carers may require more focused support during the period they will be making the transition to adulthood. It is also intended that a consistent and coordinated approach is taken to identifying and supporting young adult carers aged 18 to 25.
- 1.4 Kent County Council's ["Supporting Carer" Policy and Practice Guidance](#) (April 2015) covers all aspects of carer assessments, eligibility criteria, support planning, personal budget, direct payments and reviews. The key messages of the "Supporting Carers" Policy supports the principles of this protocol. This protocol should be read in conjunction with the "Supporting Carers" Policy.

2. Our Understanding of a young carer

Our definition of a young carer is taken from section 96 of the Children and Families Act 2014; "...a person under 18 who provides or intends to provide care for another person (of any age, except where that care is provided for payment, pursuant to a contract or as voluntary work). For the purposes of this Protocol, this relates to care for any family member who is physically or mentally ill, frail elderly, disabled or misuses alcohol or substances. This protocol also applies to young adult carers aged up to 25 and the transition from children's services to adult care and support.

3. Identifying young carers and promoting well being

- 3.1 When assessing any family in which an adult or disabled child has needs that potentially could be supported by social care or health provision it will be the responsibility of the practitioners to identify the caring responsibilities of any (other) child or young person in that family.
- 3.2 To achieve this it will be important for practitioners to ask whether there are children in the same household as the person they are assessing and, if there are, to establish how much care and support is undertaken by them. This should be ascertained through discussions with any adult who is being assessed, other family members, including the child(ren) concerned.
- 3.3 Practitioners responsible for assessing people with care needs should identify how it will be possible to support the person in need of care so that children and young people are not relied on to provide excessive or inappropriate care.
- 3.4 It will be essential that the particular vulnerabilities and needs of children and young people are recognised. Practitioners responsible for assessing adults with care needs must be able to recognise and respond to risks to children's safety and welfare. They must know how to respond where they have concerns that children are, or may subsequently suffer significant harm.

4. Assessment

4.1 On the appearance of need, on request from them or their parent, all young carers under the age of 18 will receive an assessment of their needs for support. (Subject to the definition above) This will take place, regardless of who they care for, what type of care they provide or how often they provide it. Young carers, the person cared for and, if different, the parents of the young carer will be informed about the assessment process and we will ensure they are able to participate in the process as effectively as possible.

4.2 The primary responsibility for responding to the needs of young carers and young adult carers and ensuring an appropriate assessment rests with the service responsible for assessing the person they support, rather than the age of the carer. This means that:

4.2.1 Children's Services identifying young carers and young adult carers in households or family networks where a child or young person is being assessed for services must ensure that children and young people are not expected to undertake excessive and inappropriate levels of caring responsibilities that risks them becoming vulnerable.

4.2.2 Adult Services identifying young carers and young adult carers in households or family networks where an adult is being assessed for services must ensure that children and young people are not expected to undertake excessive and inappropriate levels of caring responsibilities that risks them becoming vulnerable.

4.2.3 If the assessing practitioner, from either Adults or Children's Services, identifies that the young carer may be in need of early help support, may be a "child in need" under the Children Act 1989 or there are safeguarding concerns practitioners must refer young carers to Early Help and Preventative Services or Specialist Children's Services in line with KCC agreed thresholds.

5. Whole family approach to assessment

5.1 A whole family approach will be the focus of the assessments. Every assessment will take into account and evaluate how the needs of the person being cared for impacts on the needs of the child who is identified as a possible young carer, or on any other child or on other members of the household. A thorough assessment centred on the family should result in appropriate support being provided for the person in need of care and support. This may result in the young carer being relieved of part or all of his or her caring role. Any remaining unmet support needs for the young carer should then be considered and responded to as appropriate.⁴

6. Young carers needs assessment

6.1 No care or support package for a parent, other adult or sibling should rely on excessive or inappropriate caring by a young carer to make it sustainable.

6.2 When carrying out a young carer's needs assessment we will work to determine:

⁴ Further information and practice guidance is available in "The Care Act and Whole Family Approaches". This was published by ADASS March 2015 in association with several partners and was commissioned by the Department of Health. (See link to LGA website [Needs assessments and carers' assessments](#)).

- the amount, nature and type of care which the young carer provides;
- the impact of the caring role on the young carer's wellbeing, education and personal and emotional development;
- whether any of the caring tasks the young carer is performing are excessive or inappropriate having regard to all the circumstances
- whether a needs assessment of the cared for person (be they a child or adult) has been carried out, and if not, to request one;
- whether any of the young carer's needs for support could be met by providing support or services to:
 - the person cared for [by the young carer]; or
 - another member of the young carer's family.
- what the young carer's needs for support would be likely to be if s/he were relieved of part or all of his or her caring role and whether the young carer has any remaining unmet needs.

6.3 When carrying out a young carer's needs assessment, we will:

- ensure that the young carer or young adult carers voice is heard throughout the assessment
- ensure that the assessment is carried out in a manner which is appropriate and proportionate;
- adopt a whole family approach;
- ensure that any person who is to carry out a young carer's needs assessment has sufficient competence, knowledge, skills and training to be able to carry out that assessment and be an appropriate person to carry out the assessment in the light of the young carer's age, sex and understanding
- where considered appropriate or necessary to do so, consult persons with expertise and knowledge relevant to the young carer; and also to consult any person the young carer or their parent wishes to involve
- ensure that the young carer, the person cared for and, if different, the parents of the young carer are informed about the assessment process, usually prior to the assessment, and are helped to be able to participate in the process as effectively as possible.
- We will provide young carers, their parents and any person at the request of the young carer or their parent with a copy of the assessment with information about the actions to be taken including whether the young carer has been assessed as a "child in need" and confirming arrangements for review.

6.4 Where a young carer is thought to be a in need of early help support, may be a "child in need" under the Children Act 1989, needing protection and support or needs, adult workers will discuss the case with Early Help or Specialist Children's Services the Children's Services to decide if further action is needed. Further action might include:

- a referral to a commissioned Young Carers' service;
- accessing early help and preventative support.
- a joint assessment where appropriate (there is provision in the Care and Support Statutory Guidance and in Section 17 of the Children Act to combine a young carers assessment with that of the adult); or
- further investigation by Specialist Children's Services about safeguarding concerns if there is a likelihood of significant harm to the child.

6.5 Where there are any aspects of a situation that indicates there are concerns about children's and/or vulnerable adults' safety and they require protection from harm these will be responded to swiftly and in line with local safeguarding procedures. Typically, specialist children's services will

undertake the provision of services or support to children in need and adult social care will undertake services and support to the adult. These may be directly provided or commissioned from other providers.

7. Information, advice and advocacy

7.1 Together with our partners, we will work towards a position where services are available to all young carers and their families offering information, advice, advocacy, representation and support. We will work with partners in the local community to ensure that information and advice for young carers is available in a range of appropriate settings and formats that are accessible by children and young people.

8. Transition to Adulthood

8.1 We will assess the needs of young carers as they approach adulthood wherever it appears that there may be 'significant benefit' to the individual in doing so or they or their parents/carers request this.

8.2 Young adult carers often find their education, training and employment prospects are challenged by their caring role. We will, therefore, consider how to support young carers to prepare for adulthood and to raise and fulfil their aspirations. This is regardless of whether the young carer currently receives any services and includes young carers whose parents have needs below the local authority's eligibility threshold.⁵

8.3 Where young carers are not eligible for services, the transition assessment will be followed up with good information and advice about support in the community.

8.4 We recognise that the power to join up assessments can be important at transition and where appropriate we will consider combining any existing Education Health and Care plans with transition plans and plans for the adult carer. When assessments are combined, we will as appropriate designate a named person to coordinate transition assessment and planning across agencies.

9. Information Sharing

9.1 Effective and timely information sharing between agencies, including health, is critical to empowerment, preventative work, supporting transitions and promoting the welfare of young carers. Within the framework of existing local information sharing protocols our aim is to ensure specific recognition of the position of young carers and their identification and support.

10. Safeguarding

Joint responsibility

All practitioners are aware of local safeguarding policy and practice and accept a joint responsibility to work in partnership to identify and respond to any young carers who are suffering, or likely to suffer, significant harm.

10.1 Early sharing of information is key if there are emerging concerns. No professional should assume that someone else will pass information on that they think maybe critical to the safety or

⁵ Paragraph 16.18 Care and Support Statutory Guidance; Issued under the Care Act. DH 2014.

Commencement Date: To be inserted Review Date: To be inserted
(Review Date: normally 3 years from the date of commencement)

Note: Variations may be agreed to reflect changing legislative, policy and local evidence of what works best for young carers and their families.

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Further information: can be obtained from the background notes for this paper and also from "The Care Act and Whole Family Approaches" 2015. . (See link to LGA website [Needs assessments and carers' assessments](#)).

SCHEDULE 2 (SPECIFICATION) – APPENDIX 2
DEMAND FORECAST

The Council anticipates that an estimated 4350 cases are likely to be handed over to the Contractor from the previous contractor on the Contract Commencement Date.

The Council then anticipates that the total number of cases will steadily increase throughout the Contract Period, as the Contractor raises awareness and delivers training to agencies and professionals across the county on how to identify, assess, support and refer young carers.

Please see the table below for estimation on how the demand of this Service is expected to increase throughout the first year of the Contract Period; please note that these figures in are indicative only and demand and levels of need are likely to fluctuate:

Quarter	Month	Total Number of Cases	Number New of Cases each Month
1	1	4500	+150
	2	4650	+150
	3	4800	+150
2	4	5000	+200
	5	5200	+200
	6	5400	+200
3	7	5600	+200
	8	5800	+200
	9	6000	+200
4	10	6250	+250
	11	6500	+250
	12	6750	+250

However, these cases will require different levels and types of support, bespoke to the needs of each young carer. Once referred, a young carer will require an assessment of their needs, but after assessment it is anticipated that:

- Approximately 65% of cases will require low level support. This could mean support provided via website, newsletter, social media, or sending invitations to events and signposting to open access community or school based groups and activities.
- Approximately 25% of young carers will require respite support in the form of support groups, clubs and recreational activities, outings and events. It is anticipated that demand for this type of support is likely to increase during the length of the contract.
- Approximately 10% of young carers may require 1-2-1 support to address specific area of concern. Young carers accessing 1-2-1 support may also attend groups and clubs.

Young Carers support needs are individual in nature and may fluctuate depending upon their circumstances and their caring role.

SCHEDULE 3
PRICING SCHEDULE

1.0 Introduction

- 1.1 All prices shall be fully inclusive to deliver the specified services.
- 1.2 All prices shall be exclusive of VAT.
- 1.3 The Contract Prices shall include all activities specified within the Service Specification (Schedule 2 of the Contract).
- 1.4 The payment period for the Contract Price shall be monthly in arrears.
- 1.5 All invoices must be sent electronically to:
- iProclnvoicing@kent.gov.uk; and
 - The Council's Contract Manager.

2.0 Mobilisation Cost

The Contractor shall send the Council an invoice for the following **Total Mobilisation Cost** on or after the Contract Commencement Date; the Council shall pay this cost as a one-off payment:

Breakdown of Mobilisation Costs	Cost
IT	£1,000.00
Phones	£180.00
Recruitment	£250.00
Total Mobilisation Cost:	£1,430.00

3.0 Contract Prices

3.1 Breakdown of Total Staff Resources:

Staff	Describe Key Deliverable	Normal Weekly Hours	FTE	Monthly Salary	Monthly Staff On-Costs (including NI, pension contributions, etc.)	Total Monthly Cost
Head of Service	Cross-Functional	30	0.8	£1,866.67	£252.92	£2,119.59
Locality Manager	Direct Support for Young Carers	37.5	1	£1,937.50	£221.83	£2,159.33
Locality Manager	Direct Support for Young Carers	37.5	1	£1,937.50	£221.83	£2,159.33
Hub Coordinator	Cross-Functional	22.5	0.6	£1,100.00	£89.50	£1,189.50
Workforce Development Manager	Workforce Development & Compliance	37.5	1	£1,916.67	£218.58	£2,135.25
Workforce Development Manager (role funded by the Contractor)	Workforce Development & Compliance	-37.5	-1	-£1,916.67	-£218.58	-£2,135.25
Workforce Development Coordinator	Workforce Development & Compliance	37.5	1	£1,666.67	£179.08	£1,845.75
Education Development Coordinator	Workforce Development & Compliance	37.5	1	£1,666.67	£179.08	£1,845.75
Hub Support Officer	Cross-Functional	22.5	0.6	£653.25	£21.50	£674.75
Young Carer Apprentice	Cross-Functional	37.5	1	£536.25	£10.75	£547.00
Transition Coordinator	Cross-Functional	37.5	1	£1,583.33	£165.92	£1,749.25
Transition Coordinator (role funded by the Contractor)	Cross-Functional	-37.5	-1	-£1,583.33	-£165.92	-£1,749.25
Young Carer Coordinator	Direct Support for Young Carers	37.5	1	£1,666.67	£179.08	£1,845.75
Young Carer Coordinator	Direct Support for Young Carers	37.5	1	£1,666.67	£179.08	£1,845.75
Young Carer Coordinator	Direct Support for Young Carers	37.5	1	£1,666.67	£179.08	£1,845.75
Young Carer Coordinator	Direct Support for Young Carers	37.5	1	£1,666.67	£179.08	£1,845.75
Young Carer Coordinator (from month 5)	Direct Support for Young Carers	37.5	1	£1,111.08	£119.50	£1,230.58
Young Carer Coordinator (from month 8)	Direct Support for Young Carers	37.5	1	£694.42	£74.67	£769.09
Young Carer Floating Support Officers	Direct Support for Young Carers	Variable		£720.00	£0.00	£720.00
Total Staff Cost:						£22,643.67

3.2 The Contract Prices for **Workforce Development throughout Year 1** shall be as follows:

		Monthly Contract Price per Quarter in Year 1			
Cost		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Fixed Costs		£306.25			
Breakdown	Insurance	£28.08			
	Equipment	£55.00			
	Premises - Rent	£131.25			
	Database	£23.42			
	Website Management	£15.67			
	Telecommunications	£52.83			
Variable Costs		£4,398.71	£4,398.71	£4,398.71	£4,398.71
Breakdown	Staff Costs	£3,691.46	£3,691.46	£3,691.46	£3,691.46
	Recruitment	£11.75	£11.75	£11.75	£11.75
	Staff Training	£31.25	£31.25	£31.25	£31.25
	Travel	£130.83	£130.83	£130.83	£130.83
	Training Sessions	£8.33	£8.33	£8.33	£8.33
	Families Forum	£36.67	£36.67	£36.67	£36.67
	Marketing & Communication	£46.92	£46.92	£46.92	£46.92
	Merchandise & Uniforms	£25.83	£25.83	£25.83	£25.83
	Printing Postage & Stationery	£18.75	£18.75	£18.75	£18.75
	Safeguarding	£78.17	£78.17	£78.17	£78.17
	Management, Supervision & Quality	£318.75	£318.75	£318.75	£318.75
	Profit	£0.00	£0.00	£0.00	£0.00
Total:	£4,704.96	£4,704.96	£4,704.96	£4,704.96	

3.3 The Contract Prices for **Workforce Development throughout Year 2** shall be as follows:

		Monthly Contract Price per Quarter in Year 2			
Cost		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Fixed Costs		£306.25			
Breakdown	Insurance	£28.08			
	Equipment	£55.00			
	Premises - Rent	£131.25			
	Database	£23.42			
	Website Management	£15.67			
	Telecommunications	£52.83			
Variable Costs		£4,398.71	£3,731.17	£3,079.88	£2,211.51
Breakdown	Staff Costs	£3,691.46	£3,137.74	£2,584.02	£1,845.73
	Recruitment	£11.75	£0.00	£0.00	£0.00
	Staff Training	£31.25	£26.56	£21.88	£15.63
	Travel	£130.83	£111.21	£91.58	£65.42
	Training Sessions	£8.33	£7.50	£7.50	£7.50
	Families Forum	£36.67	£33.00	£33.00	£33.00
	Marketing & Communication	£46.92	£39.88	£32.84	£23.46
	Merchandise & Uniforms	£25.83	£21.96	£18.08	£12.92
	Printing Postage & Stationery	£18.75	£15.94	£13.13	£9.38
	Safeguarding	£78.17	£66.44	£54.72	£39.09
	Management, Supervision & Quality	£318.75	£270.94	£223.13	£159.38
Profit		£0.00	£0.00	£0.00	£0.00
Total:		£4,704.96	£4,037.42	£3,386.13	£2,517.76

3.4 The Contract Prices for **Workforce Development throughout Year 3** shall be as follows:

		Monthly Contract Price per Quarter in Year 3			
Cost		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Fixed Costs		£306.25			
Breakdown	Insurance	£28.08			
	Equipment	£55.00			
	Premises - Rent	£131.25			
	Database	£23.42			
	Website Management	£15.67			
	Telecommunications	£52.83			
Variable Costs		£2,211.51	£2,211.51	£2,211.51	£2,211.51
Breakdown	Staff Costs	£1,845.73	£1,845.73	£1,845.73	£1,845.73
	Recruitment	£0.00	£0.00	£0.00	£0.00
	Staff Training	£15.63	£15.63	£15.63	£15.63
	Travel	£65.42	£65.42	£65.42	£65.42
	Sundries				
	Training Sessions	£7.50	£7.50	£7.50	£7.50
	Families Forum	£33.00	£33.00	£33.00	£33.00
	Marketing & Communication	£23.46	£23.46	£23.46	£23.46
	Merchandise & Uniforms	£12.92	£12.92	£12.92	£12.92
	Printing Postage & Stationery	£9.38	£9.38	£9.38	£9.38
	Safeguarding	£39.09	£39.09	£39.09	£39.09
	Management, Supervision & Quality	£159.38	£159.38	£159.38	£159.38
	Profit	£0.00	£0.00	£0.00	£0.00
Total:		£2,517.76	£2,517.76	£2,517.76	£2,517.76

- 3.5 The Monthly Contract Price for **Direct Support for Young Carers** shall be based on the number of active cases per month as follows; the Contractor is required to price based demand levels specified in Appendix 2 of Schedule 2 (Specification). The Contractor must continue to ensure that there are the appropriate levels of resource in place to manage the anticipated range of demand.

		Monthly Contract Price based on the number of Active Cases per Month		
Cost		< 5200	5200 – 5799	> 5799
Fixed Costs		£1,327.17		
Breakdown	Insurance	£121.92		
	Equipment	£238.33		
	Premises - Rent	£568.75		
	Database	£101.58		
	Website Management	£67.67		
	Telecommunications	£228.92		
Variable Costs		£18,407.73	£20,843.29	£23,278.81
Breakdown	Staff Costs	£16,952.41	£18,798.20	£20,643.93
	Recruitment	£42.99	£50.15	£57.32
	Staff Training	£114.70	£133.82	£152.94
	Travel	£480.35	£560.41	£640.47
	Chill Clubs	£1,016.47	£1,185.88	£1,355.29
	Transition Sessions	£84.71	£98.82	£112.94
	School Based Support Sessions	£7.06	£8.24	£9.41
	Marketing & Communication	£172.02	£200.69	£229.36
	Merchandise & Uniforms	£94.94	£110.76	£126.59
	Printing Postage & Stationery	£68.82	£80.29	£91.77
	Safeguarding	£286.73	£334.52	£382.31
	Kent Young Carers Festival	£750.00	£750.00	£750.00
	Kent Young Carers Festival (funded by Imago fundraising)	-£750.00	-£750.00	-£750.00
	Management, Supervision & Quality	£1,169.86	£1,364.84	£1,559.81
	Imago Fundraising contribution to total project cost	-£2,083.33	-£2,083.33	-£2,083.33
	Profit		£0.00	£0.00
Total:		£19,734.90	£22,170.46	£24,605.98

4.0 Price Adjustment

- 4.1 The Contract Prices shall remain fixed and firm for the first 12 months of the Contract.
- 4.2 In the six (6) Month period prior to each Price Review Date, the Council shall enter into good faith negotiations with the Contractor to agree to a variation in the Contract Prices based on trends in demand and cost efficiencies made by the Contractor. This review will be made in conjunction with a review of the Contractor's performance delivering the Service. For the avoidance of doubt both Parties accept and acknowledge that any Variation to the Contract Prices shall not have the effect of altering the economic balance of the Contract during the period of extension in favour of the Contractor in a manner not provided for in the terms of the Contract. All Price reviews will be considered in line with demand, performance and the affordability envelope that the Council has for the required Service.
- 4.3 If a variation in the Contract Prices is agreed between the Council and the Contractor, the revised Contract Prices will take effect from the each Price Review Date.

SCHEDULE 4

TENDER

1. How will you mobilise to commence delivery of the Service from May 2016?

As the current provider of the Kent Young Carers service, we will be able to ensure a seamless move to the new contract without any disruption to service. We are able to:

- Build on our established activities, performance, reputation, networks and learning to deliver the commissioning requirements for the next three years;
- Continue to deliver these requirements to meet, at minimum, your stretch KPI's, and in many areas to exceed them, alongside continuing to innovate at all levels of the service and leverage additional resources.

There are clear benefits in terms of cost, time and performance, in recommissioning Imago to deliver the service as there will be:

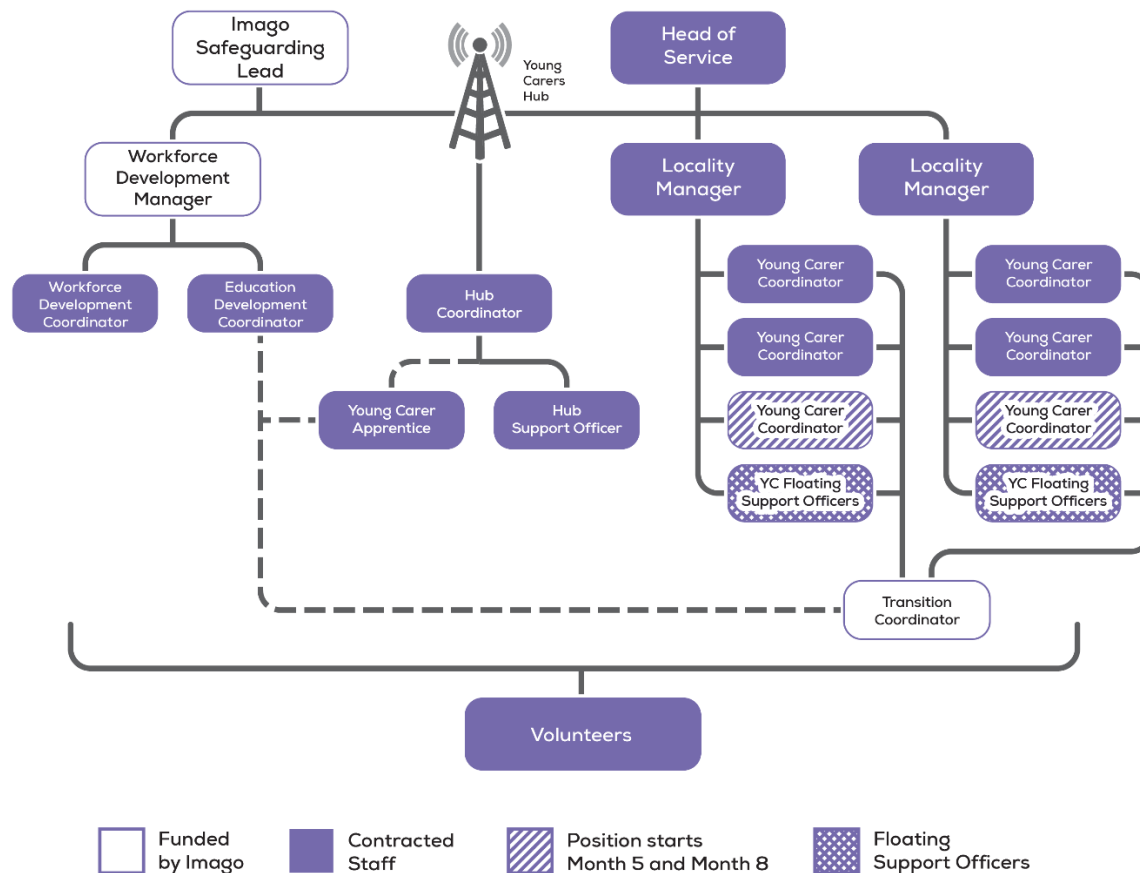
- No perceptible disruption to services provided to Young Carers (YC's) and their families (such as Chill Clubs and school drop-in's) or interruption to the work of the dedicated service "Hub" and communication with other professionals and agencies;
- No risk that referral forms "in the system" or referral of potential child protection issues will be delayed or missed;
- No interruption to the assessment process for YC's referred to the service;
- Continuation of one-to-one support for sensitive high level cases;
- No possibility of the fragmentation of our existing team with the consequent loss of knowledge, intelligence and skills;
- Minimal time delay for the recruitment, training and induction processes that are required to develop our existing work to meet the new requirements;
- No risk of confusion and uncertainty in relation to brand identity and how it underpins, for example, our social media presence, marketing and awareness raising work;
- A team of existing volunteers who can continue to support YC's activities and clubs;
- No interruption to continuing the "in kind" support we generate through our Business Network (50+ businesses in South East e.g. John Lewis, Osbourne Construction); and the additional grant funded work through other external funders such as BBC Children in Need, Kent Community Foundation etc.;
- Clear opportunities to build on our strong, well established relationships with a growing range of key statutory, voluntary and community stakeholders.

In this context, we outline below the key resources, plans and activities of our mobilisation work as detailed in the attached Mobilisation Plan Timeline:

STAFFING

In order to meet the new commissioning requirements, we intend to create a new staffing structure (see below), effectively deploying our experienced, trained and skilled staff team. We will introduce new roles and redefine existing posts; and second an experienced project manager to lead the mobilisation. The costs and time for recruitment will be minimal. Kent Young Carers (KYC) is/will be managed by an experienced **Head of Service** with over 10 years' direct experience of supporting YC's, to ensure consistent, high quality services are delivered in line with contract requirements. Her strategic role will include overseeing and coordination of performance management, monitoring and review, partnership working and representation. She will be supported in her role by all other Imago functions (HR, IT, marketing, finance, etc.). Imago's **Safeguarding Lead** (see question 5) will support all aspects of service delivery to ensure all staff are trained appropriately and correct procedures are followed when issues arise.

We have identified three main areas in relation to how we will deploy staff, namely: The Hub, Workforce Development/Compliance and the YC's Support Service.



The Hub: a single point of access for YC's, their families and professionals offering information, advice and guidance, receiving referrals and undertaking initial assessments. The Hub will be staffed by an experienced **Hub Coordinator**, supported by a **Hub Support Officer**. We will continue to provide an opportunity for a YC to work in the Hub as an **Apprentice**.

The YC Support Service: will be delivered by a team of 4 experienced **YC Coordinators**, under the supervision of 2 **YC Locality Managers** who will manage as well as undertaking frontline duties. There will be a phased introduction of a further 2 YC Coordinators in Months 5 and 8 respectively, to respond to increased demand. YC Coordinators will, for example: action referrals and undertake assessments, provide 1-2-1 support, run respite activities, work with local Early Help and Social Care teams, signpost to community services, etc. **YC Floating Support Officers** will support YC Coordinators to run respite activities, events, etc. at times of increased demand.

A **Transition Coordinator** (funded by Imago with already secured external grant) to support Young Adult Carers (YAC's); will work countywide, specialising in "transition" for YC's aged 16-18 and complementing the work of the Education Development Coordinator (see below).

Workforce Development and Compliance: staff will be responsible for delivering the strategy and work programme that we identify in more detail in question 7. Their objective is to support other organisations and agencies to identify, assess and support through building a greater degree of awareness, expertise and cross-agency collaboration, than currently is the case. A **Workforce Development Manager** will lead our work in this area (funded by Imago from reserves and community fundraising). As new roles, key duties will include:

- Designing and delivering a high quality workforce development programme using a variety of

methods e.g. workshops, briefings, action learning sets and e-learning;

- Ensuring key stakeholders are legislatively compliant by providing information, advice and support on YC identification and assessment;
- Reviewing, monitoring and developing best practice, especially in identifying needs and evaluating learning and development.

A **Workforce Development Coordinator** will provide training and raise awareness of the needs of YC's and their families within statutory, voluntary, and private sector services in Kent. Key duties will include:

- Effectively publicising workforce development information and events;
- Coordinating and delivering workforce development including; recording registration, attendance and compiling survey feedback to develop future good practice and compliance;

An **Education Development Coordinator** who will work with school staff, learning providers, relevant agencies, YC's and other partners to develop and deliver workforce development, and in addition will complement the work of the Transition Coordinator. Key duties will include:

- Working with schools to develop and monitor Trailblazers (see Question 7);
- Working with all educational settings to identify and support YC's within their community.

All Workforce Development roles will develop and support school based and community groups in partnership with their own staff.

Our extensive, trained team of **Volunteers** are key to supporting YC's. The nature of their work varies depending on the age and needs of individuals and groups of YC's. We will review their existing contribution in light of the new KPI's, goals and ways of working and, most importantly, plan how we can extend volunteer support in the new service.

The need for external **recruitment** will be minimal. Existing KYC and other Imago staff will be given the opportunity to apply for new roles. Where vacancies remain unfilled, they will be backfilled by seconded Imago staff whilst the recruitment process takes place. As a training organisation, Imago has a team of experienced workforce development staff who will be seconded at the beginning of mobilisation to ensure that there is no delay in service delivery. Imago has a proven track record of successfully filling posts with high calibre staff using online advertising and its extensive networks. Imago itself runs Volunteer Centres and is well placed to broker individuals who wish to volunteer into the service. Our Business Network (John Lewis, Lloyds, Barclays Capital, etc.) is a rich source of potential volunteers.

We **train** staff and volunteers and keep their knowledge and skills up-to-date by:

- Providing a comprehensive Induction programme;
- Regular supervision and appraisal to identify training needs; action plans for the individual's training and development to meet the requirement of the service;
- Attendance at mandatory training (e.g. safeguarding, E&D, confidentiality, H&S);
- Applying a Training Matrix to monitor the consistency of training needs and delivery across the service and the whole organisation;
- Providing a mix of training methods (workshops, e-learning, coaching, mentoring etc);
- Imago being an accredited training provider with LASER Open College Network.

Change management will be key to the successful delivery of the new contract requirements and KPI's; staff already in place will undergo support and training, together with strengthened supervision and target setting, such as for referrals and assessments, school engagement and new monitoring /outcomes requirements for the service. All our existing performance and management processes (supervision, appraisal, team meetings etc.) will be revised to reflect the new KPI's, goals and ways of working.

INFRASTRUCTURE

The key to successful mobilisation and service delivery is a solid infrastructure to support staff teams. Imago already has an extensive infrastructure in place to deliver the service across the county, enabling staff to be based locally, whilst at the same time being part of a wider team with access to important infrastructure assets including:

- 11 offices located across the county (which also connect staff to those from our other services)

including desks, telephones, IT access etc.;

- A cloud based IT system, enabling staff login whether they are in the office, working remotely, at a school or on a home visit;
- Up-to-date laptops, tablets and mobile data dongles to allow for secure internet access whilst in YC's homes to ensure timely and efficient assessment;
- Mobile phone numbers and email addresses for YC's staff which won't change;
- Established HR, finance and safeguarding functions and support;
- Established individual and team performance management processes and internal communication systems;
- Quality assurance processes, for example, ISO 9001; Investors in People; etc.
- An existing YC Hub with a dedicated 0300 number;
- An existing Kent Young Carers website with the URL www.kentyoungcarers.org.uk;
- KYC branded uniforms (black polo shirts, printed jackets, corporate ID cards & lanyards) for clear identification of staff for service users and parents;
- Access to Imago's branded pool cars and minibuses.

We plan to address two key aspects of our '**digital offer**' which have emerged from our learning so far, and which we are refining and expanding to more effectively manage change in specification and increased demand on services. These are:

- Our **Data Information System Upgrade** will better enable us to integrate the collection, storage, filtering, processing and creation of data about all aspects of the YC service. It will, for example, support our staff to work flexibly (both in terms of time and location), within a whole family approach, coordinate our workforce development work, monitor and report on our work with different networks and stakeholders
- Our existing YC's database will be replaced with a new integrated, cloud based content management system called **Charity Log**, (a long established outcomes based system currently used by a number of local authorities including KCC for their Information, Advice and Support Kent (IASK) programme) and endorsed by the Carers Trust. Migration to Charity Log will ensure:
 - Whole family working across all the projects Imago delivers, including the YC Service, Care Navigator, Disabled Children's Short Breaks, our mental health project SAFE, volunteering and other youth projects;
 - Improved reporting capability through online, real-time reporting of referrals, assessments, consent forms, staff actions, recording of school attendance/attainment data over time etc.
 - Improved communication (group email, SMS) with YC's and their families.

We plan to migrate existing YC data into this system during April 2016. We have also piloted the development of new online referral forms in the YC services we are currently delivering in East Sussex and Southwark in order to manage increased demand. We will implement online referral for Kent in April 2016. We already have evidence that this will:

- Speed up and increase referrals, preventing loss through postal failure;
- Allow referrers to attach, securely and safely, their own documents such as Early Help Plans, Core minutes, Child Protection documents etc.
- Provide a friendlier interface with the option to reveal additional help prompts when answering questions;
- Force mandatory data completion for certain fields like DOB, consent to refer etc.
- Speedier auditing to ensure all referrals are immediately acknowledged, that the referrer gets a copy of the referral, and that the YC and family are contacted within 48 hours of the referral being made;
- Increase knowledge of the case/young person at the point of referral to allow speedier decisions about the support required.

As the current contract holder, Imago will not have to consider the **transition** of YC's from an existing provider to a new provider should we be awarded the contract. We will, of course, ensure the safe transfer of any written/electronic sensitive information relating to YC's to a new provider should that be necessary, using Egress or a similar system.

MANAGING RISKS

Imago operates a RAG risk register for the organisation, as well as a project specific risk register for each service that we provide. Within the first month, our corporate risk register will be updated to include any significant risks identified following the contract award. We already have in place a detailed **Risk Register** for the service which will be amended to reflect the new contract. As we are the existing provider, **the mobilisation phase has been assessed overall as low risk**, with sufficient mitigation and control measures to ensure little or no impact to service delivery.

Mobilisation Risk/RAG	Specific Concerns	Mitigation/ Control	Responsibility
Human Resources [Low Risk]	Existing staff resistant to change	Target setting & identification; change management; High morale on contract award	Head of Service, Chief Executive
	Difficulty/delay recruiting to new posts	Established trained staff deployed from other parts of the organisation to back fill roles during recruitment	Head of Service, Locality Managers, Chief Executive
Infrastructure [Low Risk]	Migration of data to new database	Existing database will run in parallel with migrated data until full user tests are complete	Director of Development Head of Service IT Manager
	Establishing offices/desks/IT for new staff	Sufficient capacity in existing offices to provide for new roles; Existing IT budget/inventory to equip new staff	Head of Service Office Manager IT Manager
Stakeholder Relationships [Low Risk]	Communication of Workforce Development and service redesign	Well established relationships built over many years; Imago cross-project stakeholder mapping & gap analysis	Senior Leadership Team
Service Delivery [Low Risk]	Ongoing cases & 1-2-1 work	Continuation of existing project delivery and seamless migration to redesigned service should be barely perceptible change to majority of YC's currently accessing the service	Head of Service, Locality Managers, Young Carers Coordinators
	Existing referrals not processed/ user confusion with switch to new online forms	Established paper based referral routes will continue in parallel with development of on line forms; Stakeholder communication plan to update: websites/links/ information with new referral forms;	Director of Development Head of Service Locality Managers Hub Coordinator

Monitoring of Risks and Slippage Reporting: Weekly project mobilisation meetings will be held with the Mobilisation Project Manager, the Head of Service and IT Manager to report on progress against plan. Known risks will be reported on with their current RAG status, slippage and/or Amber and Red risks will be escalated, potential further mitigation considered, remedial actions undertaken and if required, senior leadership or contract manager notified of probability and impact of slippage.

COMMUNICATIONS

We know that clear and consistent communication is key to successful contract mobilisation and essential in setting in motion those actions necessary to achieve the goals of the service. Thus, we will work with KCC to:

- Further develop a joint communication strategy to increase awareness of the new, redesigned service;
- Refresh our dedicated website at www.kentyoungcarers.org.uk as our key external information resource; which will go live for YC's, their parents and current and potential stakeholders on 1st May 2016; and which will be further enhanced during the lifetime of the contract through partnership working with YC's and other stakeholders.

It is important that we are clear on the principles underlying our communications which should emphasise that:

- They are two-way, enabling YC's, their parents, their wider families, education, health, Early Help and social care professionals, as well as partner organisations and colleagues to make a meaningful contribution to the service;
- All of these current and future stakeholders are engaged and updated throughout the life of the service.

The mobilisation period will allow for a locality based development phase, so we can communicate with existing and potential stakeholders in each district, identifying gaps in stakeholder knowledge and relationships; and which will allow us to focus on:

- Increasing referrals and seeking out "hidden" YC's;
- Putting in place Workforce Development plans;
- Continuing to support YAC's in "transition" whilst identifying those previously hidden.

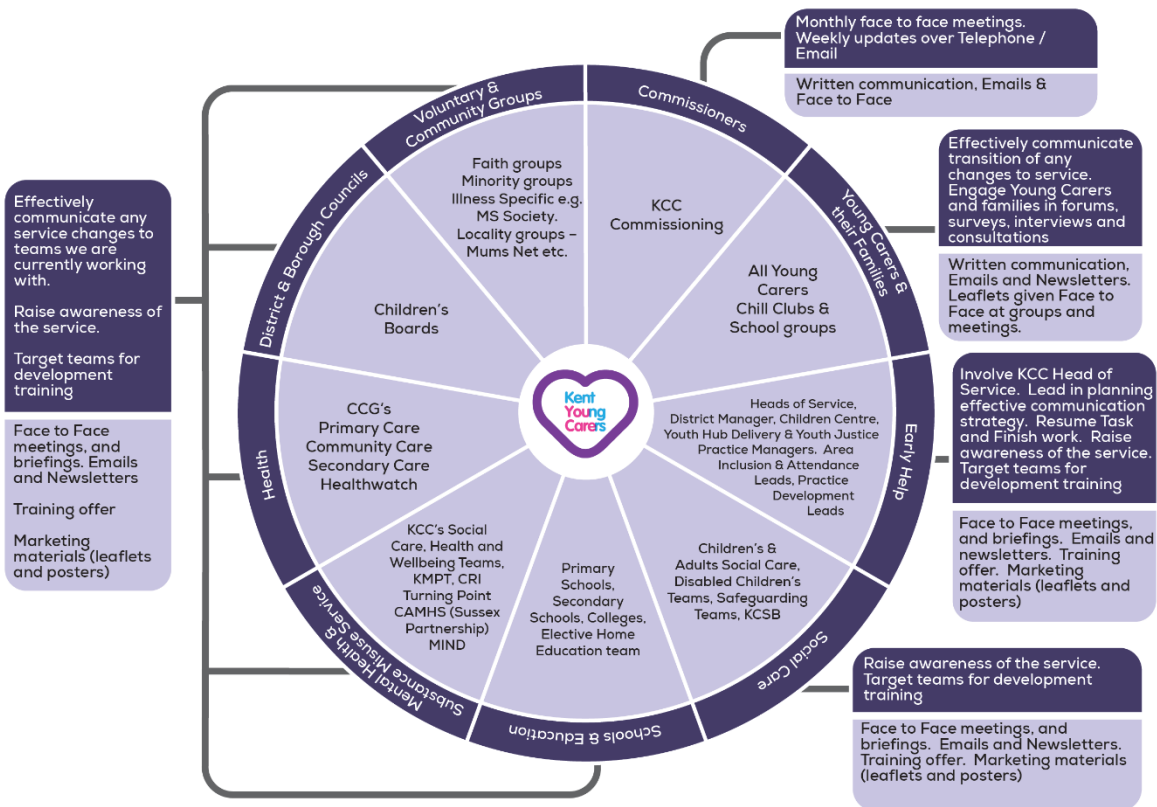
Following successful contract award, we will communicate the following "**Key Messages**":

- "The views and experiences of Kent YC's and their families has made a huge difference to the development of a service that meets their needs as part of this retender process, and provided an opportunity to identify priorities for service improvement whilst maintaining the benefits of our current service provision/model";
- "The views and experiences of hidden, minority and seldom heard communities were essential in creating a service that meets the need of the whole community and we will be focusing our activities on these groups";
- "We are excited to be making YC's issues everyone's business and look forward to working with our partners to share our knowledge and experience through workforce development opportunities and more".

The table below shows how we will report on our mobilisation to the Contract Manager:

Activity	Frequency
Face to face meeting/telephone call between Contract Manager, Project Mobilisation Manager and Head of Young Carer's Service	Weekly
Any deviation/slippage from mobilisation timeline to be reported within 2 working days to Contract Manager with proposals for mitigation	Daily/Ad-Hoc
Head of Young Carer Service to respond to data/update requests from Contract Manager by phone or email	Within 1 working day

The Communication Plan below outlines our key methods of communication to YC's and their families, and other stakeholders:



We will develop communication strategies specifically related to the delivery of the Workforce Development aspects of the service. In this context, the key communication objectives will be geared to:

- Raising the awareness of a widening group of organisations and individuals who come into direct or indirect contact with young people about the needs of YC's;
- Engage organisations in development opportunities so that they can become more skilled at identifying YC's and know how to refer, assess and support them;

OPERATIONS

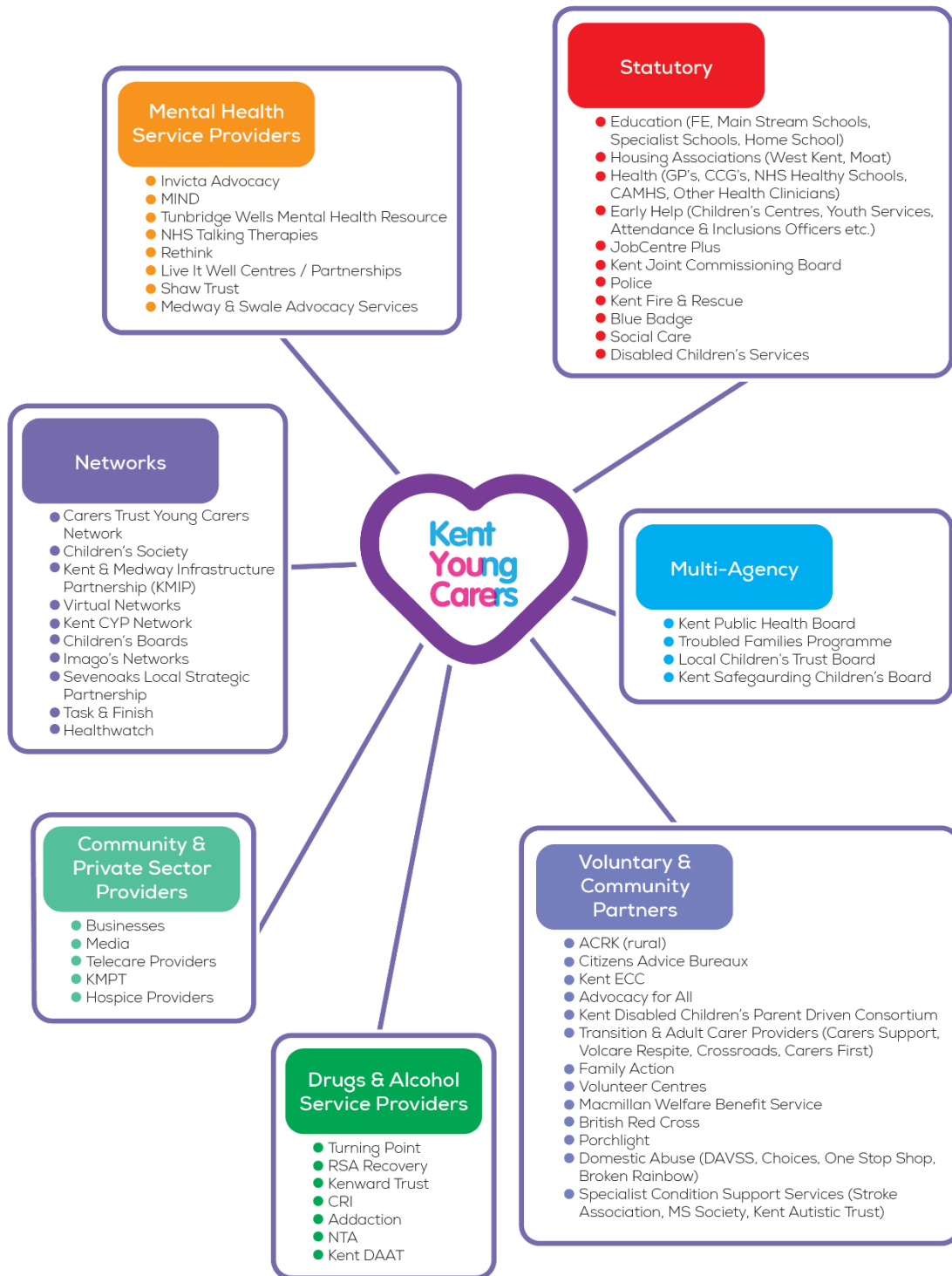
During the mobilisation phase, we will be preparing and planning the key aspects of our work programme. A number of these have been indicated above, but will also include:

- Establishing the new staff and volunteer teams and inducting them into their new roles, performance indicators etc.;
- Reviewing existing case management: review current caseload to look at potential for "step up" or "step down" to create additional capacity for the increased case load;
- Redesigning our stakeholder training modules and design our e-learning module
- Continuation and strengthening of our existing contacts with schools, Early Help and Social Care teams and other organisations with whom we will deliver training in the near future; create gap analysis of those partners we are not in communication with;
- Continuing to develop our programme of YC activities, events (Chill Club, respite etc.)
- Updating our outcomes and impact framework, monitoring, evaluation and reporting processes etc.
- Reviewing all relevant policies, processes and procedures;
- Creating a fundraising strategy and Business Engagement plan for the next 3 years;

RELATIONSHIPS

Building upon our existing relationships with Early Help, Social Care and schools will be key to increasing the referrals of “hidden” YC’s and mobilising additional support. Much work has been undertaken on creating effective working relationships over many years. As can be seen from the diagram below, our networks and relationships are well established and extensive. During mobilisation research will be undertaken on those schools, organisations and other agencies in areas of deprivation where we expect to identify high numbers.

Established Working Relationships



Mobilisation Project Plan & Timeline
Part 1 of 2: Project Gant Timeline

<i>Task/Week Commencing</i>	29 Feb	07 Mar	14 Mar	21 Mar	28 Mar	04 Apr	11 Apr	18 Apr	25 Apr	02 May
CONTRACTUAL										
Pre-Award Clarification Meeting	03/03/2016									
Formal Contract Award					28/03/2016					
Imago Board of Trustees accept Contract						04/04/2016				
STAFFING										
Review & agree JD & Person Specs for new roles										
Finalise & Book Advert										
Recruitment/Interview Process										
Offers, DBSs & References										
New Staff Start										
Induction - New Staff										
Existing Team Change Management Workshops										
COMMUNICATION										
External Communication plan initiated										
Contract Management Communication Plan initiated										
Internal Team Meetings (YCs)										
INFRASTRUCTURE										
Review Premises - locate new roles										
Hardware & Software set up New Roles										
Database migration to Charity Log										
Update KYC & Imago Website										

	29 Feb	07 Mar	14 Mar	21 Mar	28 Mar	04 Apr	11 Apr	18 Apr	25 Apr	02 May
OPERATIONS										
Review Finance Monitoring Systems										
Refine Outcomes Framework										
Baseline Data & Action Planning Tools										
Target Setting for Staff/Project										
Review Project Specific Risks										
Revise Risk Framework										
Implement & Review Referral Processes										
Implement Proposed Delivery Model										
Implement Staff Work Plans										
Business Engagement										
Create fundraising plan										
Fundraising activity										

Mobilisation Project Plan & Timeline
Part 2 of 2: Key Milestones, Timescales & Staffing

Milestone	Time Frame	Responsibility	Staffing
Pre-award Clarification Meeting	3rd March 2016	KCC/Imago	CEO, D. CEO, Head of Service
Communication Plan Agreed (ongoing throughout contract)	15th March 2016	KCC/Imago	Head of Service, SMT
Formal Contract Award	28th March 2016	KCC	CEO
New Desks/Office Locations confirmed	11th April 2016	Imago	Office Manager/Head of Service
Staff Recruitment Process Complete for New Roles	18th April 2016	Imago	Head of Service/CEO
Current Staff Change Management Process Complete	18th April 2016	Imago	Head of Service
KYC & Imago Website Updates Complete	25th April 2016	Imago	IT Manager, Head of Service
New Staff In Post	1st May 2016	Imago	Head of Service/Locality Managers
Database migration to Charity Log Complete	2nd May 2016	Imago	IT Manager, Head of Service
Baseline Data & Action Planning Tools confirmed	2nd May 2016	Imago	Head of Service, Locality Managers
Workforce Development Training Materials Developed	2nd May 2016	Imago	Head of Operations, Training, WFD
New Contract Mobilised	2nd May 2016	KCC/Imago	All

2. How will you deliver support for young carers and their families?

Imago has successfully delivered a wide range of support to YC's for over 25 years in a number of local authority areas.

SUPPORTING YOUNG CARERS TO MEET DEMAND

Imago is well placed to continue to deliver and further develop tailored services to meet demand throughout the 12 districts in Kent. Support activities provide the opportunity for YC's to come together to improve their self-esteem, confidence, social/communication skills; reduce their isolation through forming and sustaining friendships; develop their social networks; develop interests outside their caring role; feel supported and know where to go for help; be encouraged to achieve their potential; improve understanding of how to maintain their physical and emotional wellbeing; and take up respite opportunities without feeling guilty. They further enable us to provide one-to-one, improved educational and wider employment, training and life outcomes support. Moreover, they enable the YC to be a "child".

Our support to YC's will be delivered in a number of different ways:

Our low level support includes:

- **Digital Offer:** single point of access for YC's, their families and professionals through our YC Hub, all initial queries and referrals will come into a centralised 0300 telephone number; text and web-based service; responsive, well-established dedicated website designed by YC's; online referrals and assessments; database; telecare; social media presence: Twitter, Facebook, etc.
- **Information, Advice & Guidance:** community services for both YC's and their families; online resource directory, highlighting community events, etc.; newsletters; bulletins; information sheets; updates; benefits advice; general employment and educational opportunities; processing Travel Passes; signposting to other support (Youth Services, Uniformed Services, School based groups, sports activities etc.)

Our respite offer includes:

- **"Chill Clubs":** we will deliver a minimum of 144 Chill Clubs/Support Groups (1 per month per District); however, our flexible model is designed to both meet the stretch target (i.e. 288 group activities), and respond to fluctuating demand and local need:
 - Safe spaces for YC's to regularly socialise with other YC's, develop friendships, relax;
 - Support from trained staff and volunteers;
 - Opportunities for YC's to participate in activities and develop new skills;
 - Demand led age and/or location specific Clubs;
 - Themed Clubs e.g. supporting Hidden YC's, Sibs (YC's caring for a disabled sibling);
 - School based groups: over a period of 6 months we will hand over responsibility to school staff and move to play a "light touch" role in schools we are already supporting and develop further school based support groups in other schools countywide;
 - YAC transition clubs.
- **Activities:** we will deliver a range of age appropriate recreational, educational, cultural and above all fun:
 - Days Out: e.g. Beach trips; Wildwood; Bore Place; Dover Castle; bowling etc.
 - Workshops: Dance (recently 3 YC's trained at Sadlers Wells by Matthew Bourne); Music in partnership with the Beat Project (African drumming, DJ'ing, Singing, etc.); Educational (first aid, manual handling, healthy eating, etc.)
 - Whole Family: Family picnics during Carers Week, Christmas parties, Fun Days, etc.
- **Events:** we will deliver a range of events for YC's:
 - Festivals: 3 years' ago we created the highly successful (and oversubscribed) Kent Young Carers Festival, a two night residential for YC's of all ages and we will repeat this annually; a number of YC's will also attend the National Festival in Southampton. All festival expenditure (approx. £15K) will be fundraised by Imago.
 - Short Breaks: weekend boat trips; outward bound centres, etc.

Over the past year, we have delivered an additional 1800+ hours of respite activity, paid for by our community fundraising efforts, grant making trusts and corporate sponsorship. This will again be written into our Fundraising Strategy for the next three years.

Our 1-2-1 support includes:

- **Individuals:** home visits; telephone, text and email support; taking place in schools, Youth hubs; colleges; children's centres; faith based centres; coffee shops; etc.;
- **Young Adult Carer:** support in a community setting, advice from partners e.g. local colleges, Businesses (Barclays Life Skills, John Lewis, Chaucer Insurance, etc.);
- **Small Group:** mainly school based drop 'in's; after school clubs; lunch clubs, etc.;
- **Whole Family:** 1-2-1 support in the home setting; respite activities;
- **Peer Mentoring:** older YC's mentoring/buddying younger YC's;
- **Advocacy:** school meetings; Child Protection meetings; CHIN; health meetings, etc.;
- **Business Mentoring:** through Imago's Business Network (Cripps Law recently mentored 6 YAC's to advise on employability, personal development, etc.).

Imago is committed to working with other agencies and professionals to support practice change, through its Workforce Development activities, networks and reach so that the support needs of many more YC's and their families are met.

MANAGING REFERRALS AND INITIAL CONTACTS

In our experience, referrals come from many different sources: our 3 main are: self-referrals, schools and Early Help, closely followed by Social Care and other voluntary and community sector organisations. We will continue to use a robust referral process for YC's to determine their current level of need, to ensure that the most appropriate support is in place and to liaise with statutory professionals where immediate concerns are apparent.

Our referral process and form will continue to be widely publicised and available in various different formats: in hard copy, in different languages and in Easy Read. We have successfully piloted online referral processes in East Sussex and Southwark and these will be introduced into Kent at the commencement of the new contract.

The YC Hub will ensure that YC's **access services in a timely manner and with minimum delay**. This single access point ensures that all referrals and/or related enquiries are actioned within 2 working days of receipt. The Hub is manned between 9am – 5pm, Monday to Friday across the county, with a 24/7 online presence and out-of-hours facility. Trained Hub staff listen, take referrals, answer queries, escalate safeguarding or crisis issues, signpost and refer externally. The centralised system allows for an initial assessment to understand the level of need of the YC. Low level needs will be addressed immediately (travel pass, benefit information, newsletter, signposting, etc.) Where the needs are greater, YC Coordinators will make **direct contact** with the YC and their family to complete assessment.

Referrals will be recorded onto Charity Log, a client/family focused database that records a wide range of information about the YC and their family; referral information; the results of initial and follow-up assessments; MACA and PANOC results; scores from My Life Now which points to the action plan for the YC; as well as qualitative information created by staff as a result of their interactions with the YC and their family.

UNDERTAKING ASSESSMENTS

The Children and Families Act 2014 requires all YC's to be assessed for support, and reassessed if their needs change. We will work with KCC to realise its vision of a **Whole Council/Whole System** approach to assessments.

All YC's are entitled to an Assessment: we will assess YC's by:

- Having a clear assessment process using MACA – YC18 and PANOC – YC20 to indicate the nature of the caring role undertaken by the YC and the related positive or negative outcomes. Our assessment takes other factors (taken at point of referral) into account to determine whether the YC has low, moderate or high level needs;
- Assessment will take into account: amount of care being provided; impact on wellbeing, education, personal and emotional development; excessive or inappropriate care; identifying cared-for issues and initiate referral;

- In line with the Care Act 2014, all YC's approaching adulthood will receive a Transition Assessment to address changing needs;

Additionally, new information will need to be captured at the point of assessment. We will work with schools and Attendance and Inclusion Officers within Early Help to analyse the current attendance, engagement and performance of each individual YC.

Following on from initial assessment, we will work with individual YC's through GOALS based action planning that supports individual social, educational, emotional, health and leisure aspirations. Action plans use the 'My Life Now' planning tool, with age specific versions. These plans focus on the YC's aspirations, barriers to achievement, agree what the service will provide and the desired impact on the YC's life. Plans are reviewed quarterly to ensure that progress is evidenced.

SUPPORTING HIDDEN YOUNG CARERS

We know that there are significant numbers of YC's who do not access any kind of help and support. Our current service has already taken steps to identify and engage with YC's who have been "hidden", for example by working with adult health, social care and other voluntary groups (such as mental health, substance misuse and adult carer support groups); GP practice staff (doctors, nurses etc.); a range of primary and secondary schools; and ethnic groups such as the Gypsy and Traveller community.

Although supporting "hidden" YC's is a new element to this service, we have extensive experience drawn from delivering "The Hidden Campaign" in East Sussex. We believe the key lessons learned from our experience are: schools are key to the identification of "hidden" YC's; professionals working in adult support services may not be familiar with taking a whole family approach, resulting in YC's remaining "invisible"; stigma attached to family situation leads to YC's reluctance to be supported; the YC and whole family's fear of intervention; need for specialist workshops e.g. substance misuse, mental health, etc.

We know that we cannot do this on our own, so our Workforce Development Strategy (outlined in question 7) will be the key to identifying, engaging and supporting previously hidden YC's. We will be able to engage a much wider range of organisations, professionals, communities and individuals, in a more systematic fashion, in order to raise their awareness of YC's, detail how they can help identify and support YC's in their specific day-to-day work and how they can refer a YC to our service.

MARKETING AND PROMOTIONAL ACTIVITIES

We will continue to build on our established, strong, YC brand identity (Kent Young Carers), which was designed by YC's themselves and which is recognised by YC's, their families, professionals and community groups across the county, by:

- Marketing our YC Hub as a dedicated place for seeking advice, signposting and accessing YC support and activities;
- Maintaining close connections between the YC service and other carers services and organisations, and building new links through our Workforce Development activity;
- Engaging more YC's in improving our dedicated website and social media presence and in the development of marketing materials and methods to reach hidden YC's;
- Taking every opportunity to raise the profile of YC's at events and through networks, building opportunities for YC's themselves to have their "voice" heard;
- Ensuring the "voice" of YC's is heard by Commissioners in the context of meeting the requirements of the Children and Families Act 2014 and Care Act 2014; we have already consulted YC's on the Joint Protocol and fed this back to KCC's Task and Finish Group.

MONITORING, EVALUATING AND EVIDENCING OUTCOMES

Our monitoring and evaluation tools will be embedded into our secure, online database, Charity Log, enabling instant reporting mechanisms. We can track interaction, ensure contact is made within defined timeframes, record YC's communication needs and preferences, and evidence outcomes and outputs. Information can be collated, analysed and presented on an individual, cohort and geographical basis.

Some of the specific tools we will use to measure and monitor performance include: GOALS based action plans using "My Life Now" tools, completed by the YC, reviewed and followed up; initial assessment completed by young person/and or with staff at commencement of intervention; based on MACA and

PANOC; an annual evaluation of the programme also using MACA and PANOC; post intervention questionnaire exploring questions (e.g. relating to isolation); to allow for quantifiable measurement of change; 6 monthly sample surveys collected independently; activity evaluations and feedback; YC satisfaction exit surveys; qualitative enquiries and production of case studies; collection of performance data (attendance, participation, demographic etc.).

These enable us to identify and respond quickly to any performance issues through our management and contracting processes, team meetings and supervision.

MEETING KEY PERFORMANCE INDICATORS

Our database allows us to design a customised Outcomes Dashboard and will be used to report on the KPI's and Management Reporting Indicators identified. We will continue to demonstrate our outputs, outcomes and impact through associated indicators, evidence base, methods and targets, not only enabling us to report on the specific KPI's for this contract, but also on a wider set of indicators drawn from emerging best practice. All our monitoring and evaluation will fit within our existing quality systems such as ISO:9001.

Our current experience suggests that we will meet the "stretch" targets for the five KPI's you have identified. We already have established tools to record and report on our performance. These can be easily adapted to meet your KPI reporting requirements:

For KPI 1: We will build school attendance and performance themes into the MACA and PANOC assessments completed with individual YC's which will provide baseline data to be followed up at key points as the YC is engaged with the service. We will work with schools to obtain appropriate data about the YC so that we can track improvements over time, as the YC progresses through the service.

For KPI 2: We will use our assessment process and relationships with schools to identify YC's that are in danger of being NEET. Through our work in schools and our YAC sessions, we will further develop our specific "transition" support tools and techniques.

For KPI 3: Although emotional wellbeing is already tracked in our initial and follow up assessment processes, we will make this a more explicit theme. Our current evidence is that virtually all YC's report improvements in their emotional wellbeing following engagement with our service.

For KPI 4: We already track this KPI through the work of our YC Hub with 100% of referrals being responded to within this time frame.

For KPI 5: We already have in place tools to seek regular feedback from YC's about their overall satisfaction with the service. We routinely exceed the 90% satisfaction rate and quickly follow up any concerns expressed by YC's about the service.

3. How will you manage fluctuations in demand and need across the county?

Managing resources to ensure varying levels of demand for the service across the county will be managed through:

- **Tracking and reviewing data:** we will continue to have in place systems to understand what demand looks like in terms of YC numbers, geographical distribution, age, gender, who they care for, where the referral came from, their needs etc. We anticipate that current additional referrals of 100-150 per month will continue and will rise to 250 per month by the end of Y1. We can map referrals into the Tier 1 to 4 “threshold criterion” as a key tool for identifying the level of support required by individual YC’s.
- **Skilled and flexible human resources:** our staff team can meet changes in demand, work across districts and undertake the range of assessment and support activities detailed. This means our:
 - YC Co-ordinators: will focus on YC assessments, home visits and setting up new groups (we will grow this team flexibly, in line with demand, over Y1);
 - Transition Coordinator: will meet demand from currently known YAC’s and increase new referrals of 16-18 year old YAC’s with transition support needs;
 - Workforce Development team: will generate additional demand as they also seek ways to ensure identification and assessment is better supported by other agencies and professionals; as schools become trained to support YC’s, this team will decrease in size over Y2 and Y3;
 - “Floating” Support Officers: will step in to provide support for group activity sessions e.g. Chill Clubs and respite activities as demand requires;
 - Hub staff: will undertake initial assessments to identify levels of need; referring those with high levels of need to YC Coordinators; providing the expected 65% with lower level needs with appropriate information, advice and guidance and access to our “digital offer”; administrative support to YC Coordinators so they can prioritise face-to-face work. The Hub will increasingly be a source of support to other professionals;
 - Trained Volunteers: will support increased attendance of YC’s at groups and activities; and by undertaking “tele-befriending” for YC’s with lower level needs;
 - Head of Service: will continually review changes in demand and deploy resources as required.
- **Investing in our infrastructure:** this includes our fully equipped 11 offices located across the county; our cloud based IT system, enabling staff login whether they are in the office, working remotely or, for example, in the home of a YC; up-to-date laptops, tablets and mobile data dongles to allow for secure internet access whilst in families’ homes to speed up processes. Our new ‘Charity Log’ content management system will provide additional capability for demand management.
- **Leveraging additional resources:** This includes Imago’s commitment to fund, from its own reserves and its own fundraising efforts, the Transition Coordinator and Workforce Development Manager posts; and continuing to mobilise finance and in kind support from our business partners.

To ensure YC’s are able to access the service in a timely manner, with minimal delay we will:

- Ensure that our central Hub responds to referrals, through a single point of access, with a clear pathway and trained staff being available to listen, take referrals, answer queries, escalate safeguarding or crisis issues, signpost and refer externally, and allocate cases to appropriate YC Coordinators. Hub staff are aware of other relevant agencies which also increases the timeliness of establishing cross agency approaches. Responses to referrals through our Hub are already within 48 hours;
- Continue to invest in our IT support infrastructure for tracking YC’s and their families, providing us with data about the “flow” of referrals in each district and their characteristics, so we can respond to changes in their needs and situations. The addition of online referral forms will speed up response times and the quality of referrals as part of developing more rapid online assessments so meeting needs quicker. It also provides the basis for other professionals to complete assessments, provide support etc.

To **manage fluctuations in demand for specific elements of the service dependent upon the varying support needs of YC's**, it is important to note that:

- As numbers of YC's needing 1:1 support increases, we will deploy our YC Coordinators accordingly. As Workforce Development activity increases, we will create more potential 1:1 support capability;
- We will deliver our core offer of group activities (Chill Clubs, etc.) but know that additional activities will be required; our "Floating" Support Officers will play a key role in responding flexibly to changing demand;
- For support groups in schools, we will increase demand but focus more on moving towards lighter touch support as part of the Workforce Development strategy;
- For transition support groups, we will review the support already being provided e.g. by Adult Carers support services and the emerging demands; and plan to implement activities to fill the "gaps" and smooth the transition process;
- For information, advice and guidance, our central Hub and digital offer has capacity to respond to increased demand, not least due to investment in IT infrastructure;
- There are other ways to manage demand, such as by increasing peer support across families, fostering a "community" of families and better connecting the 'cared for' with self-help groups and specialist help for those with similar conditions.

Our approach to **utilising existing resources, groups and activities to manage demand and support young carers** includes:

- Ensuring that we are aware of, and have close relationships with, a wide range of other organisations, services and individuals. This means that we can integrate them into all the different ways we support YC's and their families. They will also be targeted as part of our Workforce Development strategy to increase identification of hidden YC's and extend the range of YC support options;
- In relation to YC's themselves, key resources and groups will include Early Help, Social Care, Youth Services, schools and colleges, adult carer support services (especially around transition), health services, mental health and substance misuse services, district councils; as well as the wider voluntary and community sector, sport and leisure clubs etc.;
- Mobilising resources and groups for the 'cared for' including Adult Carer support, Adult Social Care services, illness/condition specific services and self-help groups, community health, pain management services, benefits advice etc. Improving the life of the 'cared for' can have a direct impact on the caring role of the YC.

Imago can also mobilise support from our other services and our wider partnerships with other organisations. For example, our Care Navigator services can support YC's and their families with information, advice and guidance; our services for Disabled Children can help support YC's caring for disabled siblings; our work on mental health in schools provides additional expertise on using peer support to aid improved wellbeing; and connecting YC's to our extensive voluntary and community networks in order to help develop their wider citizenship skills.

Imago has created apprenticeship opportunities within all of its YC services in Kent, East Sussex and Southwark as well as other work experience opportunities with our business partners. Our access to corporate support and other fundraising is key to meeting demand at a very practical level.

4. How will you manage and support transition arrangements for young carers approaching 18 and transitioning to adult carers services?

Imago responds to the transition needs of YC's within its current commissioned contract. We welcome the more explicit commitment to this work which will enable us to build on and extend our current practice. We understand that Young Adult Carers (YAC's) who may already be vulnerable in terms of the complexity of their needs and/or circumstances are at greater risk of marginalisation during the transition process. They can face additional challenges, not least around the transfer from Children's to Adult Social Care services. The key aim of the Care Act 2014, in relation to transition, is for this to be a seamless process for the young person and their families, and one which results in her/him being better prepared for adult life.

In this context, **the aims of our YC transition work** will be to:

- Dedicate a full time post to transition work (16-18) in the community, funded through an external grant for the duration of this proposed contract (already secured);
- Ensure that the specialism of the YC Education Development Coordinator working in schools, colleges, and other FE establishments is in supporting YAC's;
- Ensure all our YC Coordinators have, or develop expertise, in supporting YAC's;
- Increase the numbers of "YC's in transition" with whom we work through a more systematic recruitment and identification process, in conjunction with a wide range of partners (through our Workforce Development Strategy) and through focused activities in a range of settings;
- Prevent YAC's from becoming NEET; raise the expectations and aspirations of YC's about their adult lives, ensuring negative messages from those around them or a lack of understanding, are openly addressed;
- Ensure YC's receive a proper "transition assessment" at the appropriate time;
- Avoid gaps in the provision of care and support by working more closely with adult carer support services, building better multi-agency working to support the transition process;
- Continue to add value to the commissioned contract through our Business Network to provide apprenticeship, mentoring and work experience opportunities for YAC's;
- Provide specific support opportunities, information, advice and guidance on the practical aspects of transition (education, work, money, housing etc.) and signpost to Imago's and other agencies' relevant support services.

We will build on our current work to **better identify and recruit "YC's in transition"** through a range of sources, such as:

- YC's (16-18) who are already known to us and are involved in our existing activities;
- Recognising the "pipeline" by identifying YC's aged 14-15 within our existing services;
- Through the work we do with other organisations, professionals and communities as part of our Workforce Development Strategy, embed an understanding of YC transition needs as a key part of this work to raise awareness and increase referrals;
- Identifying and reaching hidden, older YC's through, for example, working with our current YC's and their friendship circles;
- The schools we already work with and the new schools we propose to work with will be key to identifying "YC's in transition";
- Through the development of YC Champions so, as older YC's move to FE or employment, we involve them in "getting the message out" to potential YAC's;
- Using our Digital Offer to specifically address hidden YC's in transition;
- Our Young Adult Carer (YAC) meetings which we organise across all districts.

In **assessing the needs of “YC’s in transition”** we need to be sensitive to the factors that drive the assessment, such as the stage reached at school (e.g. selecting options for exams); whether they wish to enter higher/further education; options for employment/apprenticeship; the levels and kinds of care they are providing and to whom; the levels and kinds of care they are willing or not to continue or begin to provide; plans to move out of the parental/family home; and changing family circumstances. In broad terms, the assessment will be based on the approach of “My Life Now” to identify:

- The YAC’s current need for support and how these are affecting their wellbeing;
- What s/he wants to achieve and how care and support could contribute to this;
- Whether s/he is likely to have eligible support needs post 18;
- Their need for information and advice on Adult Social care;
- Future outcomes, plans and actions.

We adopt **different methods to conduct a transition assessment** depending on how the YAC wants to express their personal views, needs and requirements. A face-to-face meeting may be preferred but others may choose a combination of phone-based conversations, supported self-assessment and on-line tools. Transition can impact on the wider family so a whole-family approach may be an appropriate part of the process. This can help to identify the individual needs, aspirations and goals of family members and their strengths, resources and desired outcomes. It may be a good opportunity to identify the impact of caring on a YAC and the support that they would like to receive in the future. Whatever methods are chosen, regular review is also important.

Communicating about future options to the YAC and their family can mean opening up conversations around difficult issues. Many YAC’s will approach a conversation about preparing for adulthood with the assumption that they will need to continue caring and adjust their expectations accordingly. So we need to ask “Do you wish to continue caring, and if you do, what needs to happen? What might have to change for you to continue?” These will raise issues about potential eligibility for Adult Social Care support. Planning for the future and encouraging aspirations leads into further conversations about, for example, the educational, employment and social options available. By taking a **strengths-based approach**, YAC’s can look not only at what formal support might be available for them, but also at the wider support network within the family and beyond.

We have already been working with adult carers support organisations, for example, by inviting them to our current activities for YAC’s, to our team meetings and through partnership arrangements as part of their Adult Care commissioned contracts. We regularly run joint events with the adult carers support commissioned services across the county to raise awareness of the needs of YAC’s. We have attended their transition groups to assist YAC’s in our service to access these groups. We will work to **strengthen our working relationships with a wider range of adult carer support organisations**. As part of our Workforce Development Strategy, we will work with individual carers organisations and the sector more widely to develop:

- Clear, consistent and high quality information about the transition from Children’s to Adult care provision;
- Improved understanding of the process of transition for YAC’s and their families;
- Common guidance and protocols for transition, that staff are aware of and trained in their implementation;
- A less fragmented system so that YAC’s don’t have to repeat their story.

Imago is working with the Learning & Work Institute (NIACE) through its YAC’s National Policy Forum which is looking at bursaries for 16-19 year olds, exemption from the 21 hour rule re Carers Allowance, etc. We have been invited to talk about our Young Carer Apprenticeships at their “Driving Change for YAC’s” Conference in March 2016.

5. How will you ensure the safeguarding of young carers accessing your service?

Imago has a strong and proven commitment to making safeguarding a practical reality in all its programmes and services; and itself delivers safeguarding training to local authority staff and other voluntary sector providers as part of its role on the Kent and Medway Safeguarding Board.

Imago has **a clear policy that outlines the duty and responsibility of trustees, staff and volunteers** in relation to safeguarding children and adults. It aims to ensure that:

- All trustees, staff and volunteers working on behalf of Imago have a duty to promote the welfare and safety of children and adults; especially that they are safe, healthy, make a positive contribution and achieve their full potential;
- We work collaboratively with other agencies to safeguard and promote the welfare of children and adults;
- All staff have an understanding of safeguarding children and adults, with appropriate training for trustees, front line staff, managers and volunteers;
- There are clear procedures to be implemented when safeguarding issues arise.

We have clear statements, plans, actions (and experience) relating to how safeguarding should be embedded in the specific context of individual programmes and in response to the different needs of service users and their families.

Ensuring **all our staff and volunteers have an up-to-date DBS check** (enhanced where appropriate) is the first level of safeguarding that we put in place. Imago is an “Umbrella Body” providing a DBS checking service not only for its own staff and volunteers but also those of other public, private and voluntary sector organisations. We have in place three “Responsible Members” of staff overseeing the application process to ensure that applications are accurate, processed effectively and completed within stated timeframes; and our content management system, Charity Log, will ensure that renewals are flagged for action in a timely fashion.

All Imago **staff receive regular training in safeguarding and how to recognise concerns**. Imago’s dedicated Safeguarding team is led by our Director of Operations who is a Member of the Kent Safeguarding Children’s Board College of Trainers. Imago’s team of trainers deliver safeguarding training to our own staff and those of other organisations. Imago’s Head of Short Breaks for disabled children is the Voluntary Sector Representative on the Kent Safeguarding Board. Safeguarding is a standing item at Board Meetings, Managers Meetings and Team Meetings, and a constant on Imago’s Risk Register.

We train all trustees, staff and volunteers about the nature of abuse and our procedures as to how to respond to an allegation, disclosure or observation. Staff are also trained in how to escalate concerns, how to make and retain appropriate records, and how to work with and reassure the client. Training is also given in how to complete the documentation that is required as part of these procedures.

We **train our YC staff specifically** in relation to the safeguarding of the YC and the cared for person, relating it to the context they are working in, such as during the home visit that they undertake, during the assessment process or during their contact with YC’s at activities, clubs, etc. Our staff are trained to notice and enquire about wider issues regarding relationships (physical and sexual abuse, bullying, exploitation etc.), the physical environment (fire hazards, hoarding, cleanliness, housing etc.) and poor health (such as neglect, nutrition etc.). YC’s are by definition vulnerable young people and our staff are trained to be aware of a range of factors to which they may need to respond, refer and act. They know how child protection issues are to be escalated; and how to make use of our emergency on-call number if they are working out of hours.

Where referral and assessment suggests child protection issues, the YC is immediately escalated through relevant channels. If the referral contains significant points of concern, the service liaises with the Central Duty Team or the Kent Family Support Framework and Early Help Assessment to determine whether escalation or signposting are the most appropriate route. Staff are also trained to help the YC to be empowered to understand that “it’s not OK” and seek additional help without feeling guilty.

Equally, our staff respond to many “lower level” safeguarding issues (which nonetheless can have a serious impact on the YC). For example, we often find YC’s undertaking caring work without many of the physical aids that would make their life, and that of the person being cared for, much easier. We play an active role in helping families gain access to such aids. We also find that YC’s can be left alone if the person they are caring for goes into hospital, in which case we find them additional short term support.

The ongoing safeguarding training outlined above includes recent work on **child sexual exploitation**. All our YC staff are working with the CSE toolkit and risk assessment and their implications have been considered for the service at team and senior staff meetings. YC staff have or will shortly be completing CSE KSCB training. This forms part of wider training which also includes Extremism and Radicalisation, On-Line Safety, Missing Children, FGM, Forced Marriage and Honour Based Violence. YC staff are also completing relevant e-learning modules relating to these themes. As part of ensuring that staff complete these programmes successfully, they fill out a pre and post development form which is returned to our Training Manager. This is also discussed within supervision and embedded within Imago’s Training Matrix.

We **keep our staff knowledge and skills on safeguarding up-to-date** by:

- Regular supervision and appraisal to identify training needs and action plans for the individual; training and development to meet the requirement of the service and for personal development;
- Attendance at mandatory training (e.g. safeguarding, equal opportunities and diversity, confidentiality, Health & Safety, etc.)
- Applying a Training Matrix to monitor the consistency of training needs and delivery at service and whole organisation levels;
- Providing a mix of training methods (workshops, e-learning, coaching, mentoring);
- Imago being an accredited training provider with LASER Open College Network.

Imago has a **two level Complaint Procedure** which enables us to respond efficiently and effectively:

Level One: By continually involving the YC and their family, we are able to gather concerns, criticisms and suggestions about how we are delivering all aspects of the service. Our regular review processes enable us to identify opportunities for improvement in real time; and to develop and implement appropriate changes that can be seen quickly by the YC and their family. Through our supervision process and team meetings, we are able to share feedback and learning in order to quickly put in place appropriate responses. We believe that most day-to-day concerns can be addressed this way.

Level Two: All our service users have access to our formal Complaints Procedure which identifies how to escalate a complaint through the Head of Service to the Chief Executive and to Imago’s Trustees. It specifies what a complainant should expect in terms of response times; how the complaint will be logged and investigated; how the complainant will be kept in touch; the outcomes of the complaint and what action was/will be taken. No service user or their representative have ever felt the need to use our formal procedure.

6. How will you involve service users in the design, development and delivery of the service in order to continuously improve the service?

We have supported thousands of Young Carers (YC's) over many years. They have told us what they want and we have done lots of things to help. We want to do more in the next three or four years to make sure YC's have the best service possible.

YC's who we have worked with have told us that these are the **Issues that YC's like yourselves are facing** and which they want help with:

- **“Realise I am not alone”** - so we will bring YC's of different ages, situations and experiences together at regular activities (like Chill Clubs, Young Adult Carer groups) and events (like the Kent YC's Festival and the national festival at Southampton);
- **“Find someone I can talk with, share my worries and get advice from”** - so we have really friendly, experienced staff and volunteer helpers who can support you; and we've got older YC's who can “buddy” younger YC's;
- **“Have time to do things I enjoy”** - we know time to yourself is precious, so we make sure we know what you're interested in, and involve you in deciding what you want to do, like activities, events and outings;
- **“Have space and time to be myself and not just a carer”** - which is why we take time to listen to you about how you are feeling about life, then we can support you to do the things you want to do;
- **“Plan what I want to do next like going to college or getting a job”** - so our staff and volunteers get to know what you want to do and then help you with practical support like filling out application forms, interview practice, etc. to get you where you want to be;
- **“Make my voice heard”** - which is why we make sure that other people, like social workers, doctors, nurses and teachers, know about YC's, your particular needs and what they can do to help you;
- **“Know where I can go for help on my own”** – so the Kent YC's website is full of useful information; we also have lots of leaflets to give you depending on what help you need. We can also tell you about the many other organisations that you can go to for help;
- **“Take part in activities that give me a break from caring”** – so we run different things like regular clubs where you can take part in activities that you decide on or just “chill out”; outward bound activities where you can spend a night away from home; taking part in “fun days”: or even going to a big festival with lots of other YC's – we want you to “have fun” like everyone else!
- **“Stop me feeling stressed and guilty”** – we understand how you feel and we don't pretend it's easy but we can give you tips to help you cope, to feel better about yourself. We will help you to know what to do if there is an emergency at home;
- **“Help me get on better at school or college”** – so we hold drop-in's at your school (many of you have told us that bullying can be a problem and we want to stop that). We will train your teachers to understand your situation and what it's like to be a YC;
- **“Make sure that people I come into contact with know about me”** – so we will work with children's and adult social and health services, and schools, doctors, etc. so they know what you do and can work better together to help you.
- **“Keep my family safe”** – so we will help you to develop the skills you need, and provide you with tools to support you in your caring role;
- **“Stop me worrying about what will happen if I'm ill”** – so we will work with other people like your doctor, teacher, etc. to support you so that you can keep well yourself and have plans to cope with what happens if you can't carry on with your caring role.

To make sure we have the right **staff (with the right knowledge)** to support YC's, we employ people who have a lot of experience in working with YC's – many have been YC's themselves in the past. But as a minimum, we think it's important that they all have experience and knowledge so that they:

- Really understand what it means to be a Young Carer;
- Get to know about the Young Carer as a person, as well as the wider family;
- Make an effort to build trust between the Young Carer and themselves;
- Create opportunities for the Young Carer to do things they're interested in;
- Know what they are talking about or can help find someone who does;

- Give the right information, at the right time, in the right way;
- Help the Young Carer cope with the stresses and strains of being a carer;
- Help the Young Carer get on, whether it's at school, college, or in their social life;
- Give the Young Carer the support they need as their life changes;
- Try to make sure the Young Carer stays safe.

Our staff have experience in mental health issues, substance abuse, disability, etc. which means they will be able to talk to YC's about the particular issues that they're facing.

We have found that the **best ways to engage** YC's includes having regular clubs and drop-in's, either in the local community or at school; planning with them to think about themselves, their goals and the support they need; and different activities and days out, depending on their interests. We use all forms of social media to reach YC's. But whatever we do, we think it's really important that our staff do things which:

- Give Young Carers a chance to talk about what they do as a carer;
- Get support from those who really know what it's like – other Young Carers;
- Help Young Carers understand positive and negative things about their caring role;
- Make sure Young Carers get the recognition they deserve;
- Give Young Carers the time and opportunity to find out what they want or need;
- Provide opportunities that are worthwhile and make a difference;
- Help Young Carers deal with feelings they might have like anger, sadness or worry;
- Support Young Carers' futures.

All this means that we have done lots of things, and plan to do more, to get Young Carers involved in **designing what we do**, such as having our Young Carers:

- Take part in forums which create marketing materials, plan social media campaigns, and decide what we do in clubs, activities, school groups etc.;
- Lead the work to update our website so it really reflects what YC's think and want;
- Work in our service as Apprentices, or on work placements, making sure we do the right things;
- Decide on what happens in our clubs, workshops and forums, who to invite to speak, where and when to hold them etc., tailoring them to what YC's want and/or need;
- Identify specific issues for which we can fundraise.

We have heard what you have said about Kent Young Carers, and we will continually **listen to your views to help us improve our service** by:

- Championing the cause of Young Carers by speaking to other organisations (locally and nationally) about what more they can do to help; and supporting Young Carers to do the same to ensure that their "voice" is heard;
- Being on our "Shadow Board" of young people which helps run Imago as a whole and feeds into our Board of Trustees;
- Giving us regular feedback through surveys, interviews and consultations;
- Helping older Young Carers be mentors to younger ones;
- Helping us find "hidden" Young Carers who are getting no support at the moment;
- Speaking to others like doctors and nurses so they understand your health needs.

7. How will you develop the wider workforce in Kent so that they can identify and assess young carers in accordance with the Children and Families Act 2014?

The YC's we work with suggested that we name this new element of the service "Opening Doors". So during the first year of this contract we will launch the campaign "**Opening Doors: Young Carers Are All Our Business**". Our goal is to **increase the numbers of YC's who are receiving recognition and support** from organisations countywide, in line with the Children and Families Act 2014. We want to make sure that significantly more of the estimated 5,000 "hidden" YC's receive support through building a greater degree of awareness, expertise and cross-agency collaboration than is currently the case.

Imago has already been working with a number of agencies and professionals to contribute towards this goal. In Kent, these include the Kent & Medway Partnership Trust, Carers Support, Carers First, Involve, Kent Community Health Trust, departments within KCC such as Early Help teams, both Children's and Adults Social Care teams, District Outreach staff (e.g. the Gypsy and Romany workers), Clinical Commissioning Groups, Sussex Partnership which delivers CAMHS in Kent; and primary and secondary schools. A recent pilot we ran in East Sussex with the Early Help and Social Care teams led to a 426% increase in YC referrals in just three months.

We therefore welcome the explicit commitment to developing the contribution of a wider workforce; and the opportunity and legitimacy it will provide to **develop more targeted, prioritised and systematic compliance**.

Our aim in the first year is to meet your Stretch Target and **engage at least 1000 people** from a wide range of statutory, voluntary and community organisations across the county. We will **communicate the role and remit of the service** in order that they understand and are better equipped to:

- Know the "who, what, where, how and why" of YC's and how to work with them;
- Actively work within their own organisation to identify "**hidden**" YC's;
- Undertake some initial assessment of the needs of the YC's they identify (and in some cases the wider family) within their own area of work; are able to put in place any support that may be required and refer YC's they identify to the YC service;
- Comply with the requirements of the Children and Families Act 2014 and The Care Act 2014, where relevant.

Imago is a Learning Organisation and was commended for its development practices when it received Investors in People (IiP) accreditation in 2014. Imago's Chief Executive has a Masters in Training and Development, the Director of Operations is PTLLS qualified and a member of Kent Children's Safeguarding College of Trainers. Other Directors hold training qualifications. To deliver this new element, we will put in place:

- A Workforce Development Coordinator and an Education Development Coordinator to **deliver our workforce development strategy**, under the supervision of a Workforce Development Manager (funded by Imago), to design, plan, deliver and follow-up relationships with individuals and organisations taking part in the programme of work. We will also ensure that our YC Coordinators develop their own expertise at delivering our training programme and the wider campaign. Imago's extensive, existing training function will support this work;
- A database that **identifies a broad range of organisations and individuals** (Charity Log) and which establishes a process to systematically invite as many possible staff and teams to take part in the campaign and attend the training programme. This will be formed of organisations we currently work with through our Kent YC service, plus statutory and voluntary organisations we engage with as part of Imago's other diverse services. We will identify new organisations through our contacts, networks and research. We know the organisations and specific teams who currently refer to Kent YC's so our efforts will concentrate on those who are perhaps unaware or don't understand the remit or scope of the service;
- Clear and well publicised agreements with **key commissioners** such as KCC, other local authorities and CCG's giving their commitment to the YC workforce development programme and ensuring that their service providers engage. Imago's Head of YC Service was a key member of KCC's YC Task and Finish Group which created the Joint Protocol for Young Carers and their

Families. This commitment should be cascaded down through Managers to their teams to create ownership, so they feel part of what they create;

- A protocol that we expect all participants to sign to indicate their **commitment** to appropriately seeking out YC's as part of their day to day work and to referring them to the YC service as part of on-going support;
- **Publicity materials** modelled on our "Think Parent, Think Child, Think Young Carer" campaign resources which aim to raise initial awareness of other professionals and include posters, postcards, pens, coasters, bags and "crib cards";
- **Training and awareness raising modules** built around some common content but which can be tailored to the specific context of those taking part in the training; and which will include both an e-learning and face-to-face component; designed in such a way that it can, for example, be run as a workshop open to anyone or integrated in practice development slots. We will continually review the modules to ensure their relevance to different kinds of organisations and their compliance to the latest legislation. The learning objectives of the training will include:
 - To understand what we mean by a YC;
 - To understand how to identify and assess a YC's needs;
 - How to develop an action plan to address the YC's needs;
 - To understand what factors increase a YC's vulnerability;
 - To explore multi-agency and collaborative working to support YC's;
 - To adopt a 'whole family approach' to the identification and support of YC's;
 - To explore the needs of a YC during transition.
- In addition to the programme outlined above, to ensure that **other organisations and agencies are easily able to identify, assess and support** YC's, we will create an initial **assessment and action planning template** to aid in understanding the needs of a YC and which can be tailored to help staff to support the YC and meet their legislative duties. Using **secured, external funding**, we will research gaps in existing processes and procedures within other agencies in order to improve the identification of Hidden YC's;
- A **system to track the on-going responses** from the staff, teams and organisations who take part in the campaign (which will be the most important test of the effectiveness of our workforce development strategy), enabling us to follow up where we think protocols are not being put into operation. Reports will be generated by Imago's Charity Log database which will detail where referrals are coming from, cross-referenced with who has received a development intervention to identify those **agencies and organisations who are not engaging with YC's**;
- We know that as many as 1 in 12 pupils could be "hidden" YC's experiencing difficulties in their education and not achieving their full potential. Imago is the only organisation in Kent (1 of 14 in the country) taking part in a National pilot "Trailblazers", developed by the Carers Trust, delivering the "Young Carers in School" programme, which offers step-by-step guidance, practical tools, regional networks and webinars to support YC's. Schools are awarded a bronze, silver or gold award to gain national recognition for their work. Imago will continue to deliver "Trailblazers" through its Workforce Development programme.

The development of effective process and practice across other organisations when working with YC's is key. We will achieve this by:

- Regular **updates** and newsletters that illustrate good practice by organisations and individuals who work with YC's as part of their wider service;
- Producing **case studies** which illustrate how, for example, other organisations have changed how they work to better identify, assess and provide support for YC's;
- An **Awards event** to recognise and celebrate organisations who demonstrate exemplar practice and who have actively championed YC's, for which we will secure external sponsorship from our corporate supporters (e.g. Burberry and John Lewis);

We recognise that in order to exceed our goals and objectives, we will need to **prioritise** those organisations where impact will be the greatest. We will use the Mosaic Classification of YC's to

geographically pinpoint areas of greatest need. Through careful monitoring of statistical data and profile information, we will ensure **equity of access to training** across all 12 districts in Kent. We will create **information sharing** protocols between organisations and ourselves. Imago is signed up to the Kent Information Sharing Protocol Agreement. The following organisations are a **priority**:

- **Schools** are a key site for identifying hidden YC's, "YC's in transition" and YC's in danger of becoming NEETS. We will move towards providing "light touch" support in the 58 schools in which we already work, as well as developing new YC groups in approximately a further 50 schools/colleges. To achieve this, and as part of our workforce development initiative, we will deliver our training programme in each of these schools over Y1. We think this is likely to involve at least 500 school staff;
- KCC's own district based **Early Help and Social Care teams** delivering open access Youth Services, children's centres, youth justice and inclusion and attendance as well as other family support organisations such as Porchlight, Step Ahead, etc. all of whom work with a range of issues, and where there may be a YC within the family. Our experience shows that referrals are variable across different teams. We will aim to make this more consistent by working closely with the teams in question;
- **Adult mental health services** run by KMPT and **Adult Drug & Alcohol Services** run by Turning Point and CRI, who are providing outreach and in-patient care and who come into contact with adults who can be parents of YC's. We have already spoken at Carers Conferences held by these organisations and have also delivered training to their management, social work assistant teams and Modern Matrons;
- A range of **health services** such as those in primary care (GP's, practice nurses, managers etc.); services run out of the acute sector (occupational therapy, key consultants, etc.); community health services (community nurses, school nurses, ITAC teams, etc.). We are currently discussing ways to integrate YC referral forms into the DSX record and referral system for GP's in two CCG areas;
- Given that we know young people from **Black, Asian and Minority Ethnic communities** (BAME) are one and half times more likely to be YC's, we will prioritise working with local BAME community and faith groups, which we will access through, for example, Kent Equality Cohesion Council, interfaith groups, Minority Communities Achievement Service, local Black and Minority Forums.

Our ability to **build upon our established networks and sustain relationships** with organisations and individuals across the county will be key to the success of this campaign and rests on our:

- Passion and commitment to the YC cause and to helping YC's get their "voice" heard in as many different places as possible;
- Making sure that people know about YC's and how our service supports them;
- Ability to respond to other people's level of understanding, experience, perspective and to build their commitment to supporting YC's and to make change happen;
- Commitment to getting as diverse a set of organisations and individuals involved in supporting YC's, whether it's professionals in other care organisations, our corporate supporters in providing financial and human resources, or members of the public raising money for specific activities;
- Ability to work closely and empathetically with different organisations to work out how the needs of YC's can be integrated into what they already do;
- Ability to **build personal relationships with key people**, involving them in the activities of YC's, making consistent efforts to keep in touch and keep them informed;
- Continuing attempts to improve what we do by listening to YC's, their families, our commissioners, our trustees, our volunteers and other supporters;
- Sometimes not taking "no" for an answer!

We believe the approach and experience we have outlined above means that we can offer **an extensive workforce development campaign** built around engaging people with our training offer; in the first year of the contract we will at least meet, if not exceed, the stated stretch target in a way

that is **equitable** across the county by delivering:

- A minimum of **40 targeted workshops**: so that during every three months, and in every quadrant of the county, we will offer the training programme to teams from Early Help, Children's and Adults Social Care and health professionals. We will rotate the location of the programme so that we will deliver modules in every district. This workshop will be targeted at those who wish to become active YC champions and "**Open Doors**" into their wider organisation;
- A minimum of **40 Training modules to staff teams in schools**;
- **An e-learning module** which will be accessible to anyone that wishes to complete it, though we will encourage anyone doing this to then join a workshop.

In years 2 and 3, we will reduce our staffing levels to reflect the shift towards refresher training and the move away from intensive support.

Working with SIB (Social Investment Business - Cabinet Office funded), we recently redesigned the way we capture and evidence the outcomes and impact of the different services we deliver. Not only do we consistently provide services which impact on the lives of families, but we have growing evidence that we produce a significant financial return on investment. Imago are Charities Evaluation Service Outcomes Champions. We will **evaluate the outputs, outcomes and impact** of the campaign through, for example:

- The number and type of organisations and individuals: with whom we develop a relationship; who are represented at training workshops; who are accessing the e-learning module; who wish to become YC Champions in their own organisations;
- The improved understanding of those attending about YC's which is evidenced through, for example, the completion of pre and post questionnaires;
- The degree to which workshop attendees meet their objectives;
- The improvements we have made to the training programme in light of feedback;
- The effectiveness of publicity materials, media coverage, social media presence, etc.;
- The level of corporate sponsorship generated for awards ceremony, respite, etc.

However, the **most important indicators** of the success of the campaign are:

- The number of "hidden" YC's that are identified and supported, whether through referral to the YC service or by others;
- The additional value brought by other organisations and individuals to making life better for YC's and their families through developing effective and compliant practice.

We will **track the data** to enable us to monitor and report on our performance across these indicators by integrating them into the work of our YC Hub and into our database, led by the member of staff heading up our workforce development strategy.

SCHEDULE 5

SCHEDULE OF AGREEMENTS

1.0 General

- 1.1 Should The Kent County Council (The Council) enter into a Contract with IMAGO COMMUNITY (“the Contractor”), The Contractor agreed that this Schedule of Agreements would be incorporated as a Numbered Document and the Contractor would be deemed to have included for complying with all its requirements.

2.0 The Contract Conditions

- 2.1 The Terms and Conditions of the Contract will be the Kent County Council Contract Document that was contained within the tender documentation.

Within the Contractor’s tender submission the Contractor accepted the Terms and Conditions in full. The Council confirmed that no changes can be made to the original clauses in the contract.

3.0 The Contractors Tender

- 3.1 The Contractor returned a completed Schedule 13 (Commercially Sensitive information) and confirmed that this schedule would apply.
- 3.2 The Contractor confirmed that prior to the commencement of the Contract, £1,430 was needed for the following mobilisation costs:

Breakdown of Mobilisation Costs	Cost
IT	£1,000.00
Phones	£180.00
Recruitment	£250.00
Total Mobilisation Cost:	£1,430.00

The Contractor may submit an invoice for this amount of £1,430 to the Council for 01 May 2016 after the Contractor has received the purchase order outlined in item 3.4 below.

- 3.3 Contract Price (exclusive of any applicable VAT) for the duration of the contract will be based upon the costings submitted by the Contractor in Schedule 3 (Pricing Schedule).
- 3.4 It was agreed that the following schedule of rates will be the basis of the following order (for the financial year 2016/17):

Purchase Order for Contract Prices (Services Billed by Quantity)					
Line	Item Description	Unit Price	Qty	Unit	Total Line Amount
1	Total (one-off) Mobilisation Cost	£1,430.00	1	EACH	£1,430.00
2	Contract Price for Workforce Development & Compliance in Year 1.	£4,704.96	11	MONTH	£51,754.56

3	Monthly Contract Price for Direct Support for Young Carers based on < 5200 per Month.	£19,734.90	4	MONTH	£78,939.6
4	Monthly Contract Price for Direct Support for Young Carers based on 5200 – 5799 per Month.	£22,170.46	3	MONTH	£66,511.4
5	Monthly Contract Price for Direct Support for Young Carers based on > 5799 per Month.	£24,605.98	4	MONTH	£98,423.9
TOTAL:					£297,059.46

3.5 It was agreed that the rates identified above are the only rates applied to this contract and no additional monies can be claimed for out of hours working.

3.6 It was agreed that the rates identified above and the Contract Price identified above are fixed for 12 months.

1.6 Price Adjustment: In the six (6) Month period prior to each Price Review Date, the Council shall enter into good faith negotiations with the Contractor to agree to a variation in the Contract Prices based on trends in demand and cost efficiencies made by the Contractor. This review will be made in conjunction with a review of the Contractor's performance delivering the Service. All Price reviews will be considered in line with demand, performance and the affordability envelope that the Council has for the required Service. If a variation in the Contract Prices is agreed between the Council and the Contractor, the revised Contract Prices will take effect from the each Price Review Date.

3.7 The Contractor confirmed that his tender was based on, and complied fully with the Councils Tender and all enclosed documentation.

It was agreed that the tender documentation consisted of the following:

- Invitation To Tender Document (including instructions for tenderers);
- Appendix A – Part 1 Evaluation Criteria;
- Appendix B – Part 2 Evaluation Criteria;
- Schedule 2 – Service Specification;
- Schedule 3a – Pricing Schedule;
- Schedule 3b – Pricing Schedule Costings;
- Schedule 4 – Tender (Part 2);
- Schedule 11 – Commercially Sensitive Information;
- Schedule 14 – Contract Management; and
- Terms and Conditions.

3.8 The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

Names of sub-contractors to be used: N/A.

The Contractor confirmed that is not their policy to sub-contract works that are within their core activities so it would be unlikely that this would happen

however if necessary for any reason they would take full responsibility for the actions and works undertaken by their sub-contractor.

4.0 Contractual Matters

4.1 The Contractor has and will continue to hold for the duration of the contract the following insurances.

Employers Liability Insurance (Minimum £10 Million)

Insurer: Ansvr Insurance
Policy Number: CCP6111337
Renewal Date: 31st December 2016
Limit of Liability: £10 million

Public Liability Insurance (Minimum £5 Million)

Insurer: Ansvr Insurance
Policy Number: CCP6111337
Renewal Date: 31st December 2016
Limit of Liability: £10 million

Professional Indemnity Insurance (Minimum £1 Million)

Insurer: Chubb Insurance
Policy Number: 82467053
Renewal Date: 31st December 2016
Limit of Liability: £1 million

5.0 Programme For The Services

5.1 The Contract Period will be 36 months with a Contract Commencement Date of 01 May 2016.

5.2 Contract Extension: Up to a further 12 months.

5.3 Break Clause: The Council shall have the right to terminate the Contract at any time by giving 3 months' written notice to the Contractor.

6.0 Labour and Supervision Personnel For Contract Work

6.1 The Council advised that continuity of the following roles is required for the duration of the Contract and changes, particularly the Contractor's "Person-in-Charge", would not be acceptable, unless specifically requested by the Council. This was accepted by the Contractor.

6.2 The Contractor's Team and Contact Details:

1st Point of Contact (Contract Manager)

Name: Mandy Wynne
Position: Deputy Chief Executive
Email: mandy.wynne@imago.community
Telephone: 07787 502841

2nd Point of Contact

Name: Kelly Donaldson
Position: Head of Young Carers Service
Email: kelly.donaldson@imago.community
Telephone: 07834 321935

3rd Point of Contact

Name: Caroline Hallett
Position: Director of Development
Email: caroline.hallett@imago.community
Telephone: 07545 968127

6.3 Key Personnel: The following persons are identified as Key Personnel, it was agreed that the following Key Personnel shall not be release from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances:

- Deputy Chief Executive;
- Head of Young Carers Service; and
- Director of Development.

6.4 The Council's Team and Contact Details:

1st Point of Contact (Contract Manager): *First Line Contract Support*

Name: Julie Street
Position: Commissioning Officer
Email: Julie.Street@kent.gov.uk
Telephone: 03000 416737

2nd Point of Contact: *Authorised Representative of the Council*

Name: Paul Young
Position: Commissioning Manager
Email: Paul.Young@kent.gov.uk
Telephone: 03000 419720

3rd Point of Contact: *Senior Representative of the Council*

Name: Thom Wilson
Position: Head of Strategic Commissioning (Children's)
Email: Thom.Wilson@kent.gov.uk
Telephone: 03000 416850

7.0 Payment Dates

7.1 Payments will be made within 30 days from receipt of invoice.

8.0 Correspondence

- 8.1 The Contractor confirmed that their address for Service of **Notices** for this contract is:

Imago Community
John Spare House,
17-19 Monson Road,
Tunbridge Wells,
Kent. TN1 1LS

- 8.2 The Council confirmed that their address for Service of **Notices** for this contract is:

Strategic Commissioning (Children's)
Kent County Council,
Sessions House,
County Road,
Maidstone,
Kent. ME14 1XQ

- 8.3 The Contractor confirmed that all **day to day correspondence** was to be directed to:

Mandy.Wynne@imago.community

For the attention of **Mandy Wynne, Deputy Chief Executive**

- 8.4 The Council Confirmed that all **day to day correspondence** was to be directed to the following:

Julie.Street@kent.gov.uk

For the attention of **Julie Street, Commissioning Officer.**

The Council confirmed that the following person from the Council would be overseeing the Contract: **Julie Street, Commissioning Officer.**

9.0 Service Levels and Service Credits

- 9.1 Key Performance Indicators for performance measurement are specified in Schedule 14 (Contract Management).

- 9.2 Service Credits are not applicable to this contract.

10.0 TUPE

- 10.1 TUPE will not apply.

11.0 Parent Company Guarantee

- 11.1 A Parent Company Guarantee is not required for this Contract.

12.0 Project Delivery

In relation to the Contractor's answer to question 6 in Schedule 4 (Tender) regarding how the Contractor will involve service users in the design, development and delivery of the service in order to continuously improve the service, the Young Carers evaluating this response were concerned by the following:

12.1 The methods proposed by the Contractor to engage with Young Carers lacked creativity? For example, there is some concern about how the Contractor plans to engage more with Young Carers, who may not necessarily identify themselves as Young Carer and may not already be a part of Young Carer groups? The Contractor therefore clarified how the Contractor will use more creative ways to engage with Young Carers and how the Contractor will engage with 'hidden' Young Carers:

Over the past three years, the Contractor has identified and engaged over 3,000 new Young Carers who did not previously identify themselves as Young Carers using the strategies they originally identified. This has created a "snowball effect" as those Young Carers already engaged tell and encourage their peers. The Contractor recognises the need to continue to develop creative strategies to directly identify and effectively engage with those Young Carers who still remain "hidden", working in parallel with the Workforce Development strand of the service.

The Contractor knows the key to successfully developing new approaches comes from involving those Young Carers who are already engaged with the service being ambassadors for Kent Young Carers. In their day to day work, the Contractor supports Young Carers to decide on what kind of "campaigns" will be effective, what messages to highlight, how resources should be designed and where they should be distributed. Drawing this work together through the Contractor's Young Carer forums is a key building block in identifying other Young Carers. Their messages are the most powerful.

This work has pointed to some practical approaches that the Contractor now wants to implement, such as:

- Ensuring that the Contractor continues to involve Young Carers and their parents in informing future plans to identify and engage them; and continuing to understand "what worked" to engage them in the first place. The Contractor will continually review this "intelligence" as the Contractor draws in hidden Young Carers from different channels, locations, etc.
- Offering a 'Text Anywhere' facility which enables Young Carers to text in to make initial contact. Young Carers have told the Contractor that they are sometimes apprehensive about making a phone call to a service and speaking to a teacher or friend can be scary, but they would make contact in the first instance by text in order to find out more about the help available
- Working closely with schools through the Imago service Safe (Youth Mental Health) assemblies, the Contractor can carry out group electronic polls to gather information and thoughts from all young people about their own health and wellbeing. Each Young Person is given a console and anonymously answers questions as they appear on a large screen. This could identify a previously hidden Young Carers and provide information about the caring role and its impact.

- Working with uniformed organisations (Scouts, Guides etc.) to create a “challenge” badge to raise awareness of Young Carer issues which could include things such as learning how to empathise with certain conditions, designing a poster for local school, fundraising, etc. Young people themselves can become “ambassadors” for connecting to others who are Young Carers.
- Ensuring that local Youth Forums (run by the Council’s Youth Services), the Kent Youth Council and other organisations (such as sports academies) are engaged in Young Carer campaigns and issues; and that Young Carer issues are also reflected in wider work with young people such as around internet safety, anti-bullying, etc.
- Making the most from opportunities to use a variety of media channels such as working with Young Carers already engaged to create short films uploaded to various social media platforms such as Instagram and Facebook; creating “hashtag” campaigns on Twitter; and seeking to increase the exposure of the Young Carer Service to relevant “cared-for” organisations such as MS Society, Bipolar UK, Mind, etc. by tagging in Twitter campaigns.
- Working with Young Carers to develop more dynamic “life stories” about their experience, feelings, caring role, achievements, etc. which can be published regularly on the Contractor’s website, Facebook and Instagram.

The Contractor will also continue to take every opportunity to enable Young Carers to be guest contributors and speak at local, regional and national conferences and events. Such opportunities give Young Carers the opportunity to inform policy decision makers and influence change, as well as contributing to their own personal development. In the immediate future, for example, one Young Carer is speaking at a carer’s event organised by Kent Community Health Trust.

The Contractor will continue to create opportunities for young carers to become Young Carer Champions. In the past, the Contractor has supported Young Carers to become Champions and Ambassadors working with national organisations such as NIACE, Carers Trust, and the Children’s Society. For example at the end of March, the Contractor’s Kent Young Carer trainee (former apprentice) is speaking at the “Driving Change for Young Adult Carers” Conference run the Learning and Work Institute on “Flexible Apprenticeships for Young Carers” and attended by HRH Princess Anne and the Minister of State for Community and Social Care.

12.2 The Contractor’s proposal neglected to mention youth centres in particular?
The Contractor therefore clarified how they will use youth centres to engage with Young People as follows:

The Contractor has already been piloting closer relationships with Youth Centres which point to how the Contractor will now engage more widely with them across the county. Currently, the Contractor uses five Youth Centres (The Junction in Swanley, Quarterdeck in Thanet, Folkestone Youth Hub, Tonbridge Youth Hub and Northfleet Youth Hub) as venues for the Contractor’s regular Chill Clubs in those areas. This enables the Contractor to encourage Young Carers to move more easily and with more confidence into the universal youth services taking place in the venues.

Supporting this has been closer working with Youth Workers. This has enabled the Contractor to, for example, pilot joint working at the Quarterdeck so that the Young Carer and “universal” groups can, in practice, overlap to further encourage

movement by Young Carers in mainstream youth provision and that this provision is more aware of the issues faced by Young Carers.

As the Contractor moves into the next three years, the Contractor will seek to extend this approach by more consistently running Chill Clubs on the same evenings. This will increase the opportunities for more joint events and activities, increase the take up mainstream support by Young Carers and give the Contractor opportunities to train Youth Centre workers about how they can engage with Young Carers in the future.

12.3 It is agreed that it was important for Young Carers to get the 'right information, at the right time, in the right way', although the Contractor's response did not explicitly explain that in some cases this could mean signposting a Young Carer and/or their family to another support service. The Contractor therefore clarified how the Contractor will signpost a Young Carer and/or their family to another support service if necessary as follows:

The Contractor's Young Carers Hub is the Contractor's central resource for initial referrals, assessment and signposting to other services. Dependent on the nature of the referral and outcomes of the assessment the Contractor can signpost the Young Carer and their family to:

- External local support services such as those provided by The Pickering Cancer Drop-in Centre, Kent Association for the Blind, East Kent Stroke Club, Tunbridge Wells Mental Health Resource.
- Parent Led Charities (Includes us 2, M4S, SPACE Charity, 4us2, Parents Consortium).
- Other Imago services such as Care Navigator, Short Breaks, Dial 2 Drive.
- National support including Crohn's and Colitis Can't Wait Card, Blue Badge team, Radar key information.

Example 1: The Contractor used a combination of signposting routes, where a Young Carer was helping care for a sibling with multiple disabilities. With their consent, the Contractor referred the Mother to M4S for additional support and the disabled sibling to the Contractor's Short Breaks service to provide him with additional support and opportunities. The Young Carer herself began to access after-school provision following a meeting with her school.

Following assessment (and action planning) the Contractor's Young Carer Co-ordinator identified additional needs and referred to:

- Early Help (including Early Help notifications, Youth Service provision etc.)
- Floating Support
- Adult Social care
- Adult Disability
- Counselling services (Children often via school or adults via Talking Therapies)

Example 2: The Contractor worked with an older sibling who was referred to KYC by the local Housing Association. The family were about to be evicted and the Young Carer was looking after her mother who had a registered disability, depression, difficulty with memory and nerve damage following operations - Mum cannot stand up very well and cannot cook.

Two younger siblings were identified as also caring for their Mother and invited to Chill Club. The Contractor needed to get support for Mum to alleviate the pressures on the Young Carers. A conversation with Adult Social Care suggested an Early Help referral so that they could coordinate support with the whole family. This in turn led to a referral to Adult Disability and Floating Support.

Once this support was in place, the Contractor was able re-assess the needs of the Young Carers. The two younger children continue to access the Contractor's Chill Club and are more settled and confident. It has been more of a challenge to engage the older Young Carer as Mum has anxiety about letting her go out. This was evident as initially she did not want her to have a Young Person's Travel Pass to access the bus. The Contractor has been liaising with her school as there are attendance issues and the Contractor is exploring school based social opportunities.

13.0 Health & Safety Information

The Contractor provided the Council with:

- A copy of the organisation's Health and Safety policy;
- Evidence of the organisation checking and reviewing health and safety performance;
- A description of the organisation's accident and reporting system;
- A description of Health and Safety training arrangements for all Staff;
- Two examples of a completed Health and Safety risk assessment associated to undertakings falls within the scope of similar types of activities as under the required Service; and
- Evidence of the appropriate qualifications held by Employee Health and Safety representatives/consultees.


14.0 Any Other Business

- 14.1 The Council confirmed that the targets set for Year 1 in Schedule 14 (Contract Management) would be open to review and that the quality of the Service will take precedence.


15.0 Agreement

The Contractor hereby gives his agreement to the incorporation of this completed document into the Contract as evidence of his obligations thereunder.

Signed for and on behalf of the Contractor:

Name:	Caroline Shaw
Position:	Chief Executive
Signature:	
Date:	3 rd March 2016.

Signed for and on behalf of the Council:

Name:	Hayley Bradbury
Position:	Procurement Officer
Signature:	
Date:	03/03/2016

SCHEDULE 6

SERVICE LEVELS AND SERVICE CREDITS

See Schedule 14 (Contract Management) for Performance Management.

SCHEDULE 7

CHANGE CONTROL

1. GENERAL PRINCIPLES

- 1.1 Where the Council or the Contractor sees a need to change this agreement, the Council may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this schedule 7.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Contractor shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Contractor and the Contractor's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this schedule 7, shall be undertaken entirely at the expense and liability of the Contractor

2. PROCEDURE

- 2.1 Discussion between the Council and the Contractor concerning a Change shall result in any one of the following:
- (a) no further action being taken; or
 - (b) a request to change this agreement by the Council; or
 - (c) a recommendation to change this agreement by the Contractor
- 2.2 Where a written request for an amendment is received from the Council, the Contractor shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Contractor to the Council within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Contractor shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Contractor at the time of such recommendation. The Council shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
- (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;

- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the Council and the Contractor

2.5 For each Change Control Note submitted by the Contractor the Council shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) arrange for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Contractor ; or
 - (iii) notify the Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Contractor shall constitute an amendment to this agreement.

SCHEDULE 8

EXIT ARRANGEMENTS

1. General

- (a) The Contractor acknowledges that it is of critical importance to the Council to ensure on termination or expiry of this Agreement an orderly transfer of the Services either back to the Council or to a Replacement Contractor and for this reason the Council relies significantly on the Contractor fulfilling its obligations under this Schedule.
- (b) If this Agreement is terminated in whole or part or expires in accordance with its terms, the Contractor will, during the Exit Period, co-operate with the Council and where applicable any Replacement Contractor to ensure the orderly migration of, and transfer of responsibility for, the Services.

2. Exit Obligations

- (a) During the Exit Period the Contractor shall:
 - (i) provide all reasonable assistance and appropriate resources to the Council and any Replacement Contractor to facilitate the orderly transfer of the Services to the Council or the Replacement Contractor ;
 - (ii) continue to provide the Services in accordance with any relevant Service Levels in force at the date of termination or expiry on the terms set out in this Agreement;
 - (iii) provide such information and assistance as detailed in paragraph 4;
 - (iv) provide such copies of the [Council's] data in its possession as are requested by the Council and at no additional charge to the Council;
 - (v) carry out such security tasks necessary to identify security and operator risks inherent in the transfer of the Services and inform the Council of such risks and possible preventative and curative measures necessary to deal with such risks;
 - (vi) immediately prior to the end of the Exit Period provide the Council with a detailed description and status report of all errors which have not been corrected, problems not resolved or agreed changes to the Services which have not been fully implemented at the termination of the Exit Period.
- (b) The Contractor shall carry out the Exit Obligations in such a manner so as to cause as little disruption as possible to the Council's business.

3. Documentation and Due Diligence

- (a) During the Exit Period, the Contractor will comply with any reasonable request by the Council for any information in relation to the Services to ensure the smooth transition of the Services. Following such a request the Contractor will within two (2) days of such request make the relevant information available to the Council for inspection or on the Council's authorisation to the Replacement Contractor and shall within two (2) days of such inspection provide copies of the relevant information to the Council and/or (if so requested by the Council) the Replacement Contractor.
- (b) The Contractor shall promptly and diligently answer any questions about the Services which may be asked by the Council or by any Replacement Contractor as necessary in order (i) to explain the manner in which the Services have been provided; and (ii) to allow the Council or Replacement Contractor to conduct all such due diligence as is reasonably required to enable it to take over responsibility for the provision of the Services (or any part thereof).
- (c) The Council shall procure that any Replacement Contractor agrees to be bound by (i) an obligation of confidentiality in respect of any confidential information of the Contractor which is made available to it under this Schedule and (ii) an obligation to use any of the contractor's confidential information solely for the purpose of evaluating and/or providing to the Council the services which will replace the Services.

4. Exit Manager

- (a) The Contractor will appoint a person as Exit Manager at the commencement of the Exit Period and will notify the Council as soon as possible of the name and contact details of such person. The Council shall have the right to require the replacement of the Exit Manager if it reasonably believes that such person is unsuitable for the position.
- (b) The Exit Manager will be the Council's primary point of contact in connection with the matters referred to in this Schedule. The Contractor shall ensure that the Exit Manager liaise with the Council in relation to all issues relevant to the termination (in whole or part) or expiry of this Agreement and all matters connected with this Schedule.

5. Exit Period

- (a) The Exit Period shall be:
 - (i) a period of up to twelve (12) months prior to the end of the Agreement;

provided that the Council may terminate the Exit Period at any time by giving ninety (90) days' notice in writing to the Contractor

SCHEDULE 9

TUPE AND PENSIONS

In this Schedule the following terms shall have the following meaning-

Agency Worker: is as defined by the Agency Workers Regulations 2010.

Employee Emoluments: means all employment related outgoings including salaries, wages, bonus or commission, holiday pay, redundancy costs whether statutory or contractual, expenses, national insurance and pension contributions and any liability to taxation.

Employee Information: means the categories of information referred to or listed in clauses 3.6 and 3.12 of this Schedule.

Employee Liability Information: means the information that a transferor is obliged to notify to a transferee under Regulation 11 of TUPE.

Future Transfer: means any future transfer pursuant to TUPE of any employees who are subject to the terms of this Contract.

Future Transfer Date: means the date on which any Future Transfer takes effect.

Losses shall mean all costs, losses, charges, expenses, damages, compensation, fines, claims, demands, liabilities, actions and proceedings (including the costs and expenses (including legal costs and expenses) of such actions and proceedings and the staff costs expended in requiring the discharge of an indemnity or payment of damages) arising from or relating to the contractual clause in question or to its breach.

Outgoing Contractor: means the outgoing provider(s) of the Services and includes their sub-contractors

Party: means a party to the Contract.

Relevant Employees: means any of the Outgoing Contractor's or the Contractor's Staff or the Staff of any Sub Contractor who would be liable to transfer pursuant to TUPE from the employment of the Outgoing Contractor or of any Sub Contractor to the Contractor or from the employment of the Contractor or of any Sub Contractor to the employment of the Replacement Contractor or to the Council irrespective of whether they actually transfer (and for the avoidance of doubt shall include Transferring Employees).

Relevant Transfer: means a relevant transfer for the purposes of TUPE.

Relevant Transfer Date: means the date of a Relevant Transfer.

Replacement Contractor: means any third party appointed by the Council upon the expiry, assignment or termination of this Contract to undertake work which is substantially similar or identical to the Services.

Services: has the same meaning as in this Contract.

Staff: means any person employed or engaged by the Outgoing Contractor, by the Contractor or by any Sub Contractor (including volunteers, apprentices, and agency personnel) undertaking any activity related to or connected with the provision of the Services.

Sub-Contractor: means any third party engaged by the Contractor (or where the context requires the Outgoing Contractor) to carry out the Services other than its Staff.

The Transfer Date: means in respect of Transferring Employees employed by the Outgoing Contractor prior to the Transfer Date or by any Sub Contractor appointed by the Outgoing Contractor prior to the Transfer Date the date upon which the Contractor or any Sub Contractor appointed by the Contractor become responsible for the delivery of the Services.

Transferring Employees: means any Relevant Employees who are the subject of a Relevant Transfer.

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time) implementing the Acquired Rights Directive 77/187 (as amended from time to time).

TUPE TRANSFER AND EMPLOYMENT ISSUES UPON THE COMMENCEMENT OF THE CONTRACT

Transfer of employees from the Outgoing Contractor and to the Contractor on the Transfer Date

- 1.1 The Council hereby makes the Contractor aware that in connection with this Contract and in connection with the delivery of the Services under this Contract that there may be a Relevant Transfer of Transferring Employees employed or contracted by the Outgoing Contractor or their subcontractors from the Outgoing Contractor or their subcontractors to the Contractor. It is the responsibility of the Contractor to request up to date TUPE information and to take advice as to the applicability of TUPE.
- 1.2 The Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the rates and prices stated and which shall (except in so far as it is otherwise provided in the Contract) include all of its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and all other circumstances influencing or effecting his tender.
- 1.3 The Council is unable to offer the Contractor any warranties or indemnities in respect of any Transferring Employees who are transferring from the Outgoing Contractor or any Sub-Contractor appointed by any Outgoing Contractor to the Contractor.

Apportionments

- 1.4.1 The Outgoing Contractor shall be responsible for all emoluments and outgoings in respect of all Transferring Employees employed (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to the Transfer Date. The Council offers the Contractor no indemnities against the Outgoing Contractor's failure to comply with this clause.

- 1.4.2 The Contractor or any Sub-Contractor appointed by the Contractor shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period on and after the Transfer Date and for any employment related liabilities that transfer to it or to any Sub Contractor pursuant to TUPE and the Contractor will indemnify the Council in respect of the same.

Information and Consultation

- 1.5.1 The Contractor shall comply (and shall procure that any Sub-Contractor complies) with its obligations under Regulation 13 of TUPE during the period prior to the Transfer Date.
- 1.5.2 The Contractor shall indemnify the Council and the Outgoing Contractor against all Losses incurred as a result of:
- 1.5.2.1 any failure by the Contractor or any Sub-Contractor appointed by the Contractor to comply with its obligations under Regulation 13 of the TUPE, or any award of compensation under Regulation 15 of TUPE arising from that failure;
 - 1.5.2.2 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Transferring Employees arising from or connected with any failure by the Contractor or any Sub-Contractor appointed by the Contractor to comply with any legal obligation to such trade union, body or person.

Indemnities

- 1.6.1 The Contractor shall in respect of the Transferring Employees also indemnify the Council against all Losses incurred by the Council in connection with or as a result of:
- 1.6.1.1 any claim or demand by any Relevant Employee employed by the Outgoing Contractor prior to the Transfer Date (whether in contract, tort, under statute, pursuant to European law or otherwise) without limitation, in each case arising directly or indirectly from any act, fault or omission of the Outgoing Contractor, the Contractor or any Sub-Contractor appointed by the Contractor or by the Outgoing Contractor in respect of any Relevant Employee before, on or after the Transfer Date; and
 - 1.6.1.2 any claim or demand by any Relevant Employee employed by the Outgoing Contractor, the Contractor or any Sub-Contractor appointed by the Contractor or by the Outgoing Contractor arising out of any change or proposed change in the terms and conditions of employment or working conditions before, on or after the transfer to the Contractor or any Sub-Contractor appointed by the Contractor; and
 - 1.6.1.3 any claim or demand by any Relevant Employee that the change of employer itself amounts to a significant material detriment where that Relevant Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Transfer Date.

- 1.6.2 Without prejudice to the foregoing, the Contractor shall comply at all times with its obligations under TUPE and shall ensure that any Sub Contractor complies with its obligations and shall indemnify and hold harmless the Council and the Outgoing Contractor from and against all Losses, arising in connection with or as a result of any breach of such obligations.
- 1.7 The Contractor shall immediately on request by the Outgoing Contractor provide details of any measures that the Contractor or any Sub-Contractor of the Contractor envisages it will take in relation to any Transferring Employees including any proposed changes to terms and conditions of employment. If there are no measures, the Contractor shall give confirmation of that fact.

TUPE AND EMPLOYMENT ISSUES DURING THE LIFETIME OF THE CONTRACT

2. Transfer of Transferring Employees to the Contractor

- 2.1 The Council and the Contractor agree that any transfer of Transferring Employees from the employment of the Outgoing Contractor or of any Sub-Contractor appointed by the Outgoing Contractor into the employment of the Contractor or a Sub-Contractor, will, (subject to Transferring Employees' rights under Regulation 4(7) of TUPE) be by operation of TUPE on the Transfer Date. The Contractor shall comply and shall procure that each Sub-Contractor shall comply with their obligations under TUPE.
- 2.2 If and where applicable the Contractor confirms and agrees that at all times during the term of this Contract it shall comply with and shall ensure that any Sub-Contractor appointed by the Contractor shall comply with the Pensions Schemes Act 1993, the Pensions Acts 2004, 2008 and 2011, the Public Service Pensions Act 2013 and any other statutory provision, guidance or regulation relating to workforce matters or pensions in local authority/public sector service contracts or related matter whether in existence or to be enacted and will fully indemnify the Council and any Replacement Contractor from all Losses arising from its failure to do so.
- 2.3 The Contractor shall be liable for and indemnify and keep indemnified the Council and any Replacement Contractor against any failure by the Contractor or by any Sub-Contractor appointed by the Contractor to meet all Employee Emoluments for the Transferring Employees and any other person who is or will be employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of the Services from and including the Transfer Date up to but not on or after a relevant Future Transfer Date.
- 2.4 The Contractor shall indemnify and keep indemnified the Council and the Replacement Contractor against any Losses, incurred by the Council or by the Replacement Contractor in connection with any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee by the Contractor or any Sub-Contractor appointed by the Contractor or from the termination of that employment. This indemnity shall apply provided that it arises from any wrongful act, fault or omission of the Contractor or the Sub-Contractor in relation to any Transferring Employee on or after the Transfer Date or as a result of any failure to comply with its or their obligations under clauses 1 and 2 of this Schedule.

TUPE TRANSFER UPON ON ASSIGNMENT, EXPIRY OR TERMINATION OF THE CONTRACT

- 3.1 The Contractor and the Council acknowledge and confirm that in the event of assignment, expiry or termination of this Contract, TUPE may apply but that the position shall be determined in accordance with the law at the relevant date as the case may be and this clause 3 of this Schedule is without prejudice to such determination. The Parties shall comply with their respective obligations and the Contractor shall ensure that any Sub Contractor complies with its obligations under TUPE in respect of a Relevant Transfer of Transferring Employees to the Council or to a Replacement Contractor on a Future Transfer Date and with any other applicable legislation or agreement with regard to the information to be given to and consultation with the Relevant Employees or any trade union or other representatives on their behalf. The Contractor will provide:
- 3.1.1 to the Council (for use by the Council or by a Replacement Contractor) the Employee Liability Information required pursuant to Regulation 11 of TUPE in respect of any Relevant Employees in accordance with the timescale specified therein, and shall warrant at the time of providing such Employee Liability Information that such information will be updated to take account of any changes to such information as is required by TUPE; and
 - 3.1.2 will keep the Council and the Replacement Contractor indemnified in full against all Losses arising from any claim against the Council or against the Replacement Contractor by any person or organisation as a result of the Contractor or any Sub Contractor failing to provide or promptly to provide the Council or to the Replacement Contractor with any Employee Liability Information in respect of any Relevant Employees or as a result of any material inaccuracy in or omission from the Employee Liability Information; and
 - 3.1.3 comply with the Contractor's obligations and ensure that any Sub Contractor complies with its obligations (including without limitation under regulation 13(4) of TUPE).
- 3.2 Immediately on the expiry, termination or assignment of this Contract the Contractor shall fully indemnify the Council and any Replacement Contractor against all Losses arising out of-
- 3.2.1 any claim or demand by any Relevant Employee arising from and relating to his employment prior to the Future Transfer Date due to, arising from or relating to the act, fault or omission of the Contractor or of any Sub Contractor prior to the Future Transfer Date (including but not limited to any claims relating to a failure to provide or failure adequately to provide a pension);
 - 3.2.2 any claim or demand arising out of or in connection with employment with the Contractor or of any Sub Contractor or the termination thereof, by any past, present or future employee who is not a Relevant Employee (including but not limited to any claims relating to a failure to provide or failure adequately to provide a pension);
 - 3.2.3 any claim by or on behalf of any Relevant Employee pursuant to Regulation 4(9) of TUPE on the grounds that the identity of the Council or of any Replacement Contractor as his employer is both a substantial change and to his material detriment;

- 3.2.4 subject to Clause 3.3.3 of this Schedule below, any claim arising out of any failure by the Contractor or by any Sub Contractor to comply with TUPE regulations 11 or 13 prior to the Future Transfer Date;
 - 3.2.5 any claim or demand by any trade union or staff association or employee representatives (whether or not recognised by the Contractor in respect of any Relevant Employees) arising from or connected with any failure by the Contractor or by any Sub Contractor to comply with any legal obligation to such trade union, staff association or employee representative.
- 3.3 On assignment, expiry or termination of this Contract, the Council shall fully indemnify the Contractor against all Losses arising out of-
- 3.3.1 any claim by any Relevant Employee arising from and relating to his employment or the termination of his employment with the Council or with the Replacement Contractor on or after the Future Transfer Date and arising from the Council's or the Replacement Contractor's act, fault or omission in relation to any Relevant Employee on or after the Future Transfer Date;
 - 3.3.2 any claim arising from the Council's (but not from the Replacement Contractor's) failure to supply the Contractor with information in respect of "measures" under TUPE regulation 13(4) but only in relation to a transfer of Staff taking place on the Future Transfer Date;
 - 3.3.3 any claim arising from the Council's (but not from the Replacement Contractor's) failure to comply with the Council's obligations to consult the Relevant Employees or their representatives pursuant to regulation 13 of TUPE but only in relation to a transfer of Staff taking place on the Future Transfer Date.

PROVIDED that this indemnity shall not apply to any claim arising as a result of the Council's or the Replacement Contractor's act, fault or omission which arises or is occasioned directly or indirectly from any act, fault or omission of the Contractor or of any Sub Contractor.

- 3.4 All salaries and other Employee Emoluments and the cost of all benefits, including (but not limited to) accrued holiday pay, tax and national insurance payments, bonus and commission arrangements relating to the Transferring Employees shall be the responsibility of the Contractor from the Transfer Date up to the Future Transfer Date and the responsibility of the Council or the responsibility of the Replacement Contractor on and after the Future Transfer Date and all necessary apportionments shall be made to give effect to this Clause 3.4 of this Schedule.
- 3.5 The Contractor shall fully indemnify the Council and the Replacement Contractor against all Losses arising from the Contractor's or any Sub Contractor's failure to comply with Clause 3.4 of this Schedule and the Council shall fully indemnify the Contractor against all Losses arising from the Council's and the Replacement Contractor's failure to comply with Clause 3.4 of this Schedule.
- 3.6 At any point during the duration of or upon the expiry, termination or assignment of this Contract and where the Council believes that TUPE may apply and within 15 working days of being so requested by the Council, the Contractor shall fully and accurately disclose to the Council (and at no cost to the Council) any and all Employee Information in relation to the Contractor's Staff or any such staff employed by a Sub Contractor who are assigned to the provision of the Services in the manner

prescribed in Clause 3.12 of this Schedule, a list of all Relevant Employees who are liable to transfer as a consequence of a Future Transfer as in the form set out in Clause 3.13 of this Schedule and such information regarding the manner in which the Contractor or any Sub-Contractor appointed by the Contractor organises and carries out the provision of the Services as the Council may request.

- 3.7 The Contractor shall warrant the accuracy of all the information provided to the Council pursuant to Clause 3.6 of this Schedule and the Contractor authorises the Council to use any and all the information as the Council may consider necessary for the purposes of the Council's business or for informing any prospective tenderer for any Services which are substantially the same as those provided by the Transferring Employees under this Contract.
- 3.8 The Contractor shall notify the Council as soon as reasonably practicable in writing of any material changes to the information supplied in accordance with Clause 3.6 of this Schedule as soon as reasonably practicable as and when such changes arise and the Contractor shall fully indemnify the Council against all Losses arising from the Contractor's failure to comply with Clauses 3.6 to 3.8 of this Schedule.
- 3.9 The Contractor agrees that it shall not and shall not permit with reference to any Relevant Employees in the period following a likely TUPE transfer being identified by either Party other than with the Council's prior consent and in accordance with prevailing market condition-
- 3.9.1 other than in circumstances where an individual resigns voluntarily or where an individual's employment is terminated pursuant to the policies and procedures of the Contractor or any Sub Contractor (in which cases the said individual may be replaced) make or allow any material increase or decrease in the numbers of Relevant Employees;
- 3.9.2 make or allow to be made any material increase in the remuneration or other material change in the terms and conditions of the Relevant Employees other than in the ordinary course of business and with the Council's prior written consent;
- 3.9.3 transfer or allow to be transferred any of the Relevant Employees to another part of the business of the Contractor or any Sub Contractor or move other employees from elsewhere in the business of the Contractor or any Sub Contractor who have not previously been subject to the terms of this Contract save with the Council's prior written consent.
- 3.10 The Contractor shall indemnify the Council and the Replacement Contractor and shall keep the Council and the Replacement Contractor indemnified in full against all Losses arising from any claim by any person or organisation as a result of the Contractor's failure to comply with its obligations under Clauses 3.9, 3.9.1, 3.9.2 and 3.9.3 of this Schedule above save that this indemnity shall not apply in respect of any failure to the extent that such information was originally provided to the Contractor by the Council or the Replacement Contractor and was materially inaccurate or incomplete when originally provided.
- 3.11 If, by operation of law, the contract of employment of any individual who is not at the relevant time identified under Clause 3.6 and Clause 3.13 of this Schedule by the Contractor as being a Transferring Employee due to transfer under TUPE on a Future Transfer Date takes effect or is alleged to take effect as if originally made with the

Council or with any Replacement Contractor (as applicable) as a consequence of the expiry, termination or assignment of this Contract, the Contractor agrees that:

- 3.11.1 in consultation with the Council or with the Replacement Contractor (as applicable), the Contractor will, within 7 days of being so requested by the Council or by the Replacement Contractor (as applicable) (as long as the request is made no later than 14 days after the Council or the Replacement Contractor (as applicable) become aware of such transfer of employment), make to that individual an offer in writing to employ him under a new contract of employment or to continue employing him under the terms of his existing employment contract to take effect upon the termination referred to below; and
- 3.11.2 the offer to be made will be such that none of the terms and conditions of the new contract save insofar that they relate to any occupational pension scheme will differ from the corresponding provision of that person's contract of employment immediately prior to the Future Transfer Date; and
- 3.11.3 the Council or the Replacement Contractor (as applicable) shall be entitled to terminate the employment of the individual and the Contractor shall indemnify and keep indemnified the Council or the Replacement Contractor (as applicable) against all Losses arising from or in connection with the employment of such an individual until such termination and the termination of the employment itself.

Clauses 3.11.1, 3.11.2 and 3.11.3 of this Schedule will not apply where the Contractor or any Sub Contractor has given full information about the individual in question in good time as required by this Schedule and the Replacement Contractor or the Council has unreasonably refused to accept the employee as a Transferring Employee on the Future Transfer Date.

3.12 Employee Information

Individual terms and conditions to be provided in accordance with Clause 3.6 of this Schedule.

- 3.12.1 Copies of all current employment contracts, and all other terms and conditions of employment.
- 3.12.2 A schedule comprising in respect of each Relevant Employee, the following particulars:-
 - full name of the employee and his/her current employer;
 - post/job title;
 - hours of work (indicating whether the employment is considered to be full or part time);
 - sex;
 - date of birth;
 - date of commencement of employment (and if different, date of commencement of period of continuous employment);
 - place of work;
 - holiday entitlement;
 - notice period (or, if relevant, duration of fixed-term);
 - normal retirement age;
 - remuneration (including rate and intervals at which paid);
 - pension details;
 - sick pay entitlements

3.12.3 Details of any changes of terms and conditions in relation to any employee within the last 12 months.

3.12.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-

- (a) redundancy procedures and payments;
- (b) redeployment procedures;
- (c) sickness absence and sick pay entitlements;
- (d) equal opportunities;
- (e) disciplinary matters;
- (f) maternity and other parental rights;

and details of whether or not each of the above are discretionary or contractual.

3.12.5 Copies of any job descriptions.

3.12.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

Collective bargaining

3.12.7 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

3.12.8 Details of any trade union recognised by the Contractor or by any Sub Contractor giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

3.12.9 Details of any other agreement, whether local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".

Disputes

3.12.10 Details of any dispute or potential dispute with any employee or former employee within the last 2 years whether brought under the Contractor's disciplinary, dismissal or grievance procedure or any other employer of a Relevant Employee or otherwise and any matters which might give rise to such.

3.12.11 Details of any litigation threatened or pending within the last 2 years against the Contractor or any Sub Contractor including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.12.12 Details of any enquiry, correspondence or contact within the last 2 years between the Contractor or any Sub Contractor and the Equality and Human Rights Commission, the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspector, the Inland Revenue or any similar body concerning employees.

3.12.13 Details of any court judgment or employment tribunal award within the last 2 years in respect of any employee dispute (including confirmation of whether satisfied).

3.12.14 Details, and, if available, copies, of any warnings given to Relevant Employees under the disciplinary or capability procedure or similar procedures within the last 2 years.

Dismissals

3.12.15 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

3.12.16 Details of all employees recruited within the last 12 months.

Working Time Regulations 1998

3.12.17 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

Health and Safety

3.12.18 Details of any health and safety committees/representatives.

3.12.19 Details of any health and safety complaints or recommendations or claims within the last 5 years.

Trainees/Consultants

3.12.20 Details of all individuals involved in the provision of the Services involved in training, work experience or similar schemes.

3.12.21 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.

Absent employees

3.12.22 Details of all employees who have notified the Contractor or any Sub Contractor that they are pregnant or who are currently absent on maternity leave together with confirmation of their expected week of confinement and any confirmed dates for the start or end of maternity leave.

3.12.23 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s).

3.12.24 Details of all employees absent on other leave together with confirmation of the nature of such leave and dates of their absence(s).

Job Evaluation Scheme

3.12.25 A copy of any job evaluation scheme.

Pension

3.12.26 A list of all pension schemes (both occupational and personal) applicable to the employees.

3.12.27 Details of any current or pending applications for early retirement.

Agency Workers

3.12.28 Details of all Agency Workers engaged by the Contractor or any Sub Contractor in connection with this Contract within the 12 calendar months prior to the proposed Future Transfer Date; including

The total number of Agency Workers engaged;
The areas of business in which they are engaged; and
The types of work that they are contracted to undertake.

3.12.29 Details of the current employment status of those Agency Workers:

3.12.30 Details of those Agency Workers to whom Regulation 5 of the Agency Worker Regulations 2010 will be applicable on the Transfer Date.

3.13 Transferring Employees

The Contractor represents that in accordance with clause 3.6 of this Schedule that in the Contractor's opinion that by virtue of TUPE the following employees will transfer into the Council's employment or that of a Replacement Contractor in the event of a Future Transfer (list to be provided by Contractor).

4. Third Party Rights

4.1 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Schedule to the extent necessary to ensure that the Outgoing Contractor or any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to the Replacement Contractor by the Contractor in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

4.2 Despite paragraph 4.1, it is expressly agreed that the Parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

SCHEDULE 10
PARENT COMPANY GUARANTEE

Not Used.

SCHEDULE 11
PERFORMANCE BOND

Not Used.

SCHEDULE 12

DISASTER RECOVERY PLAN

The Contractor must also have resilient contingency arrangements in place.

The Contractor is required to:

- Develop and adopt a Business Continuity Plan;
- Operate the Business Continuity Plan for the duration of this Contract;
- Provide the Council with a copy of any such plan upon request.

SCHEDULE 13

COMMERCIALLY SENSITIVE INFORMATION

The following information is considered by the Contractor to be commercially sensitive and not subject to disclosure under Freedom of Information.

For the avoidance of doubt, the content of the table below should not be construed so as to purportedly indicate any extension of the scope of the Council's statutory obligations under FOIA to disclose information pursuant to FOIA.

Whilst the Council shall endeavour to retain the confidential nature of any information, the final decision regarding the disclosure of any information contained within the submission shall rest entirely with the Council.

Any exclusion must be specific; a generic statement purporting to exclude the entire document contents from disclosure shall have no standing.

INFORMATION: Location and Brief Description	Basis of Commercial Sensitivity	Period of Commercial Sensitivity
Part 1 (Suitability) of the Contractor's Tender (not included in the Contract document): <ul style="list-style-type: none"> • Q10.1 Case Study A – Client confidential information; and • 10.2 Case Study B – Contract details. 	Commercial competitiveness details of current contracts/cases.	3 years
Schedule 4 (Tender) – Q1: Mobilisation Plan, Imago Funded Posts, mention of Charity Log & other IT systems used (online forms), Risks & Communication Strategy & key relationships diagrams.	Commercial competitiveness.	3 years
Schedule 4 (Tender) – Q2: Cost of Young Carer Festival, Fundraising plan & targets, Business Network, Charity Log, Evaluation Tools Used.	Commercial Competitiveness.	3 years
Schedule 4 (Tender) – Q3: Hub structure.	Commercial Competitiveness.	3 years
Schedule 4 (Tender) – Q4: YAC Policy work nationally.	Commercial Competitiveness.	3 years
Schedule 4 (Tender) – Q5: Mention of Charity Log.	Commercial Competitiveness.	3 years
Schedule 4 (Tender) – Q7: "Opening doors" project, Charity Log, Online Referral & training systems, commercial sponsors, fundraising targets, delivery mechanisms.	Commercial Competitiveness.	3 years
Schedule 3 (Pricing): Fixed & Variable Costs.	Financial/Commercial Sensitivity.	3 years

SCHEDULE 14
CONTRACT MANAGEMENT

CONTENTS

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 - 1.2 The Council
- 2.0 Mobilisation**
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 - 2.2 Transfer of Caseload from the Previous Supplier
 - 2.3 Communication with the Council's Operational Staff
 - 2.4 Secure Kent Workforce Online/Systems Training
- 3.0 Key Performance Indicators**
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- 5.0 Performance Management**
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- 7.0 Demand Management**
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Appendix A: Template Action Plan

1.0 Points of Contact

Escalation paths in relation to contracting issues and service delivery failure:

1.1 The Contractor

1st Point of Contact (Contract Manager)

Name: Mandy Wynne
Position: Deputy Chief Executive
Email: mandy.wynne@imago.community
Telephone: 07787 502841

2nd Point of Contact

Name: Kelly Donaldson
Position: Head of Young Carers Service
Email: kelly.donaldson@imago.community
Telephone: 07834 321935

3rd Point of Contact

Name: Caroline Hallett
Position: Director of Development
Email: caroline.hallett@imago.community
Telephone: 07545 968127

1.2 The Council

1st Point of Contact (Contract Manager): *First Line Contract Support*

Name: Julie Street
Position: Commissioning Officer
Email: Julie.Street@kent.gov.uk
Telephone: 03000 416737

2nd Point of Contact: *Authorised Representative of the Council*

Name: Paul Young
Position: Commissioning Manager
Email: Paul.Young@kent.gov.uk
Telephone: 03000 419720

3rd Point of Contact: *Senior Representative of the Council*

Name: Thom Wilson
Position: Head of Strategic Commissioning, Children's
Email: Thom.Wilson@kent.gov.uk
Telephone: 03000 416850

2.0 Mobilisation

From the Contract Commencement Date, the Contractor will receive new referrals and will deliver workforce training, and compliance work with agencies and organisations as specified in Schedule 2 (Specification); therefore, the Contractor must be adequately mobilised with the capacity and capability to deliver the required Service from the Contract Commencement Date.

The Contractor is expected to be fully mobilised before the Contract Commencement Date. The Contractor must specify the cost of mobilisation in Schedule 3 (Pricing) of the Contract.

2.1 TUPE

The transfer of Staff under TUPE legislation will ideally be complete prior to the commencement of the Contract in accordance with clause 1 of Schedule 9 (TUPE and Pensions).

2.2 Transfer of Caseload from the Previous Supplier

The Contractor will liaise with the previous supplier regarding the safe transfer of all current written/electronic information relating to Young Carers and all cases supported via the previous contract.

2.3 Communication with the Council's Operational Staff

Prior to the Contract Commencement Date, the Council will provide the Contractor with all the necessary contact details for the Council's relevant operational staff. The Council's Contract Manager will provide the Contractor with a list of the Council's relevant operational business units and contact details once the Contract is awarded.

2.4 Secure Kent Workforce Online/Systems Training

Secure Kent Workforce Online (SKWO) and any other relevant systems training for the Contractor's staff shall be arranged by the Council's Contract Manager once the contract has been awarded.

3.0 Key Performance Indicators (KPIs)

3.1 During Year 1 performance will be measured against the aspirational targets outlined below and will be reviewed in accordance with Section 4.0 to agree and establish performance targets for subsequent years.

The targets listed below for Year 1 are aspirational. Where there are no historical baselines from past performance for the below indicators, the Council will work with the Contractor in Year 1 to establish these baselines. The focus for Year 1 will be the high priority performance targets and the target level shown in **amber reflects the minimum acceptable performance level for Year 1**. The Council will establish Year 2 KPIs based upon expectations of what the Council realistically expects will be achieved and be pragmatic about the targets and will flex in line with actual delivery data.

Key Performance Indicators		Current Performance Level	Stretch Target	Green (Target)	Amber	Red	Frequency	Priority
1	The percentage of young carers who have increased their attendance at school by at least 20%. To be measured using the agreed outcomes monitoring tools (e.g. outcomes star, MACA and PANOC).	Current data is not in this format and non extractable.	80%	70%	Less than 60%	Less than 50%	Quarterly	High
2	The percentage of NEET young carers that are supported to move into employment, education or training. To be measured using the agreed outcomes monitoring tools (e.g. outcomes star, MACA and PANOC).	Current data is not in this format and non extractable.	80%	70%	Less than 60%	Less than 50%	Quarterly	High
3	The percentage young carers that report an improvement in their emotional well-being. The Council will monitor progress towards this target through the Commissioners engagement as part of KPI (5) below. They will collate relevant views through the conversation as part of the structured approach.	New measure to focus on voice of the child – no history.	80%	70%	Less than 60%	Less than 50%	Quarterly	Medium
4	Percentage referrals for support responded to within 48 hours of notification.	New measure – No historical data.	80%	70%	Less than 60%	Less than 50%	Monthly	Medium
5	Satisfaction of young carers with the service received. Feedback to be to be captured from young carers leaving the service on a quarterly basis for their area and collated for overall performance measure.	New measure to focus on the voice of the child – no history.	90%	80%	Less than 75%	Less than 70%	Quarterly	Medium

3.2 To accompany the performance data against the above Key Performance Indicators, the Contractor will provide reports against the following management information:

Management Reporting Indicators		Current Performance Level	Stretch Target	Green (Target)	Amber	Red	Frequency	Priority
1	The number of group activities and/or sessions delivered each month to directly support young carers.	24 Groups	2 or more groups/sessions per district	1 group/session per district	2 groups/sessions per area	Less than 2 groups/sessions per area	Monthly	High
2	The number of new young carers being supported each month.	150 per month	200 per month	150 per month	Less than 100 per month	Less than 50 per month	Monthly	High
3a	The number of training sessions delivered per quarter per area with schools, early help, social care and health professionals, and the number of participants in each session. This will be monitored through monthly activity returns.	New Requirement	5 or more sessions	4 sessions	3 sessions	2 sessions or fewer	Quarterly	High
3b	The Contractor will record attendees name, their role and organisation and undertake a training satisfaction survey at the end of each session to ensure staff gained sufficient understanding of how to identify and assess young carers.	New Requirement	75%	70% satisfaction	Less than 70% satisfaction	50% satisfaction	Quarterly	High
4	The number of young carers and their families involved coproduction of the Service over a 6 month period. The Contractor will provide a narrative report every 6 months that on the extent to which young carers and their families are involved in the design, development and delivery of the service, and the outcome of co-production on the service.	New Requirement	60	50	30	Less than 20	6 monthly	Medium

See section 6 of this Schedule for more information on reporting arrangements.

4.0 Review of Targets

Where the Council or the Contractor sees a need to change any of the above target service levels, the changes will be managed as part of the regular performance review meetings between the Council and the Contractor in accordance with the Change Control Procedure set out in paragraph 2 of Schedule 7 of the Contract.

The KPIs in Section 3.0 are indicative and aspirational for Year 1 of the Contract. The Council will establish Year 2 KPIs based upon expectations of what the Council realistically expects will be achieved and be pragmatic about the targets and will flex in line with actual delivery data. The Council and the Contractor will seek to establish performance levels for the KPIs for future years by mutual agreement. Therefore, Year 2 KPIs will be established in the second half of Year 1 of the Contract. This will enable a more realistic set of targets and enable flexibility in managing fluctuating demand and other external influences.

5.0 Performance Management

The Council shall use the following system to monitor the performance of the Contractor:

Stretch Target	To be reviewed as part of ongoing performance monitoring. This is to ensure alignment with specified requirements of the Service and to encourage continuous improvement.
Green	No action required.
Amber	The Council will require the Contractor to identify the reason(s) for not meeting the minimum service requirements. If proportionate, the Council will work with the Contractor to agree an action plan to progress towards meeting minimum service requirements. The action plan (see appendix A) shall include SMART objectives that are time specific and will require regular updates on progress-to-date. Progress against the action plan will be monitored on a regular basis determined upon the level of risk of service failure and impact.
Red	If there is a continuous failure to meet the minimum required service levels and any of the agreed action plans have failed to be delivered by the Contractor, the Council reserves the right to terminate the contract as set out under Clause 48 (Termination on Default) of the contract Terms and Conditions.

6.0 Reporting Arrangements

6.1 Monthly reports must contain the following information as a minimum and returned electronically in the mutually agreed excel spreadsheet:

- (a) Performance against each Key Performance Indicator (see Section 3);
- (b) The total number of contacts with young carers, broken down by district;
- (c) The total number of new referrals, including Early Help Notifications (EHN) and self-referrals, by district;
- (d) The total number of EHN referrals actioned within 2 working days of receipt, by district;
- (e) The total number of young carer assessments, by district;
- (f) The total number of clubs and respite activities delivered, by district;
- (g) The total number of young carers attending clubs and activities and receiving

1-2-1 support, by district (including the number of attendees at each group activities and/or sessions delivered each month to directly support young carers, indicating how many attended and how many attendees attended for the first time);

- (h) The total number of cases carried over, by district;
- (i) The total number of training sessions delivered, by target workforce group, by district;
- (j) The total number of attendees at each training session, by district.
- (k) A brief summary of progress, including issues and challenges experienced and how they are being addressed.
- (l) The Contractor will record attendees name, their role and organisation and undertake training satisfaction survey at the end of each session to ensure staff gained sufficient understanding of how to identify and assess young carers. This will be completed in an excel spreadsheet return created by the Council;

6.2 The Contractor must submit monthly case data reports to the Council's Contract Manager no later than 5 working days beyond the month end.

6.3 If the Contractor fails to submit the monthly reports to the Council on time, then the Council's Contract Manager will investigate the issue and work with the Contractor to resolve the challenges identified (developing and using an action plan if necessary).

7.0 Demand Management

7.1 Demand for the service is likely to fluctuate. Demand for direct support for young carers is likely to increase as awareness grows and more young carers are identified and their support needs recognised. In addition, the support needs of young carers will change during different periods in their lives. The Contractor will be required to respond flexibly to the issue of increasing and fluctuation demand. However, the priority will be to ensure that young carers are supported to ensure their quality of life and well-being is maintained.

7.2 In terms of workforce training and compliance, demand is likely to be high initially as schools, Early Help, Social Care and Health professionals seek to ensure they are able to identify and assess young carers in compliance with the requirements of the Care Act 2014 and the Children and Families Act 2014. During the life of the contract demand for training is likely to decrease as a greater proportion of the workforce becomes trained. Demand is likely to shift to refresher training and to supporting organisations to develop effective policies and practice regarding support for young carers.

7.3 Demand for this service will be managed by reviewing the KPIs reported on in the monthly reports provided by the Contractor and via contract performance monitoring meetings to ensure resources are being used effectively to meet the priorities of the service. Effective use of prioritisation and flow management with the Contractor will be worked out collectively.

8.0 Coverage of County

The Contractor shall ensure that all the Council's Early Help and Social Care Teams (in all districts) are able to access support for Young Carers via the

Service. If the Council's Contract Manager finds that the Council's Early Help and Social Care Teams (in all districts) are unable to access support for Young Carers via the Service as specified, then the Council's Contract Manager shall need to investigate why this is and work with the Contractor to agree an action plan for resolving the issues identified.

9.0 Standards

The targets set within Section 3 for year 1 are indicative and an element of flexibility around performance will be adopted. Once mutually agreed targets Years 2 and 3 have been established the normal standards will apply. Where the Contractor fails to meet the minimum service requirements or standards specified in Schedule 2 (Specification), then the Council's Contract Manager will investigate why this has occurred and work with the Contractor to agree an action plan for resolving the issues identified as promptly as possible.

10.0 Performance Monitoring Meetings

Performance Monitoring Meetings will be organised by the Council's Contract Manager. The approach to Performance monitoring will be based upon a risk based approach which will determine the frequency and intensity of the contractual meetings.

Initially the Contract Manager will meet with the Contractor monthly for the first 3 months. An assessment of how the Contractor is performing against the KPIs and progression towards targets will be undertaken. This will determine if there is a risk to the Contractor potentially failing in the delivery of the agreed targets.

A RAG status is given to the Contractor and depending on this determination will establish the frequency of future meetings. If within the first 3 months, the Contractor has failed to meet a Green status against targets, then the meetings will continue on a monthly basis. However, a clear achievement and positive delivery of the targets will enable to move to bi-monthly meetings.

A continued delivery of targets will enable the monitoring meetings to move to quarterly and finally to biannually.

Continued failure to deliver on targets will require a more intensive intervention which constricts the timeframe for meetings to fortnightly and finally to weekly to resolve issues before determining complete failure and look for termination.

As minimum, both the Council's Contract Manager and the Contractor's Contract Manager shall attend all Performance Monitoring Meetings.

The objectives of performance monitoring meetings will be to:

- (a) Facilitate a collaborative working relationship between the Council and the Contractor and an open and transparent exchange of information and views and encourage the identification of issues or potential issues and their resolution;
- (c) Review the performance of the Contractor in delivering training and workforce compliance and supporting young carers and delivering the required outcomes for young carers;

- (d) Review and consider such other matters as may be relevant to this Contract as agreed between the Council and the Contractor from time to time.

As soon as practicable following each performance monitoring meeting, the Council will prepare minutes of the same and submit these to the Contractor for their approval. Such approval should be given or withheld by the Contractor within ten Business Days of receipt of such minutes. Where no response is received within such period, the Contractor will be deemed to have agreed the content of the relevant minutes.

11.0 Inadequate Performance

11.1 If the Council through its contract management and performance monitoring processes believes that the Contractor's performance is continuously poor and/or that re-occurring problems are not being resolved, a formal warning will be issued.

11.2 The formal warning will state that:

- (a) The current level of performance is not adequate;
- (b) An explanation of why this is the case; and
- (c) An action plan rectifying the poor performance will be required.

11.3 The Contractor will be working closely with the Contract Manager to establish a credible action plan to recover the current failings. Both the Contract Manager and Contractor having worked closely through the performance management meetings will agree an action plan outlining key tasks, milestones, timescales and identified resources within 10 working days of receiving its formal warning. The action plan must be agreed by both parties.

12.0 Information Security

12.1 The Council reserves to right to audit the Contractor's Information Security Management System to ensure that it complies fully with ISO27001 to safeguard the confidentiality, integrity and availability of information. The audit may be undertaken by the Council or by an independent third party appointed by the Council.

12.2 Where any part of the Contractor's organisation, which is utilised to deliver any part of the Service, fails to comply fully with ISO27001, then the Council's Contract Manager will investigate why this is and work with the Contractor to agree an action plan for resolving the issues identified as promptly as possible.

13.0 Sharing of Information

At any time on reasonable request from the Council, the Contractor will supply the Council with such information and reports as the Council reasonably requires from time to time in relation to this Service. The Contractor will share information appropriately and comply with the Kent and Medway information sharing agreement

http://www.kent.gov.uk/data/assets/pdf_file/0012/14043/information-sharing-protocols.pdf

SCHEDULE 14 – APPENDIX A

TEMPLATE ACTION PLAN

KPI	Current Performance Level	Issue / reason identified	Action to be taken	Expected outcomes	Timescale
<i>Specify the reference number of the relevant KPI.</i>	<i>Input current performance level, current date and RAG status.</i>	<i>Is the supplier aware of the problem? Is there a clear failure to perform? Has the Council contributed to the failure in any material way? How significant is the problem? What are the relevant conditions of contract?</i>	<i>What is the proposed solution? Who shall do what? What is the cost of resolution? Dates of progress meetings and reviews? Agreed problem-solving mechanisms and dispute resolution processes?</i>	<i>Specify SMART objectives and expected outcomes (i.e. anticipated service improvements).</i>	<i>Specify deadline for action to be completed.</i>