**Family Innovation Fund**

**Brief Solution Focussed Programme**

**2023-2026**

**Grant Agreement**

**(To be read in conjunction with the Draft Grant Prospectus)**

**Dated ……………………………... 2023**

**Between**

**Essex County Council**

**And**

**[Insert party]**

**……………………..........**

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THIS DEED is dated day of ……………………………………………. 2023…….

**Parties**

1. **ESSEX COUNTY COUNCIL** of PO Box 11 County Hall Chelmsford Essex CM1 1QH (**Funder**).
2. (**Recipient**).

Hereinafter referred to jointly as “the Parties” or singly as “a Party”

1. **Background**
2. The Family Innovation Fund (‘FIF’) ensures there is support for families when they need early help to prevent their needs escalating. The support they receive ensures they can maintain stability and build resilience for when challenges occur. This early intervention support is specifically for those children, young people and families who are not known to or in receipt of support from specialist and statutory services and thereby preventing them needing more specialist and costly services in the future.
3. The FIF is aligned with other commissioned children and family services that form part of the children’s system in Essex and this minuses duplication and maximises use of financial resource for greater impact.
4. Under FIF, a Grant is available to work with children and young people, parents/carers and families who will benefit from receiving support by way of Brief Solution Focussed Support (BSFS) such as coaching, mediation, conflict resolution, counselling, through 1:1, group and family/parent/couple work. This will usually take place in face to face however, it may also take place using on-line platforms if that is deemed appropriate, for example during holiday periods or weekends/evenings.
5. The current FIF arrangements are due to expire 31 March 2023 and the Funder has tendered for new Recipients and following completion of that tender exercise, the Funder has agreed to award the contract to the Recipient and pay the Grant to the Recipient to assist it in carrying out the Project.
6. The Grant funding will be provided by the Funder in accordance with Schedule 1 (Payment Schedule).
7. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
8. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

**Agreed terms**

**1. Definitions and Interpretation**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** ……………………………………………….

**Data Protection Legislation:**  means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation:

1. the UK GDPR;
2. the Data Protection Act 201 (‘DPA’);
3. the Privacy and Electronic Communications Regulations 2003 ( SI2003/2426) as amended; and
4. the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority, and which are applicable to a Party;

**Expiry Date:** ……………………..

**Freedom of Information** means the Freedom of Information Act 2000 (‘FOIA’) (and any subordinate legislation made under that Act from time to time.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** means the initial sum of £300,000 for the first year of the Agreement from FIF funding which will decrease on subsequent years and paid by the Funder as set out in Schedule 1 (Payment Schedule).

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on the Expiry Date.

**Grant Prospectus:** means the document which provides details of the FIF, and the Project as set out in Schedule 2.

**Intellectual Property Rights:** all patents, copyrights, and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Prohibited Act** means:

1. offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
2. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
3. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
4. entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
5. committing any offence:
6. under the Bribery Act;
7. under legislation creating offences in respect of fraudulent acts; or
8. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
9. defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** reference is given to the project as detailed in the Grant Prospectus which forms part of this Grant Agreement and can be found in Schedule 2 (Grant Prospectus).

**Project Manager:** the individual who has been nominated to represent the Funder for the purposes of this Agreement. The identity of the Project Manager shall be communicated to the Parties within 14 days of the execution of this Agreement.

**Subsidy:** takes the meaning given in the Subsidy Control Rules, generally any support measure that:

1. constitutes a financial (or in kind) contribution provided by a public authority ; and
2. confers a benefit on the recipient in the sense of an economic advantage that in not available on market terms; and
3. affects international trade

**Subsidy Control Rules:**  means the law in force from time to time in the UK including the law embodied in the European Union (Future Relationship) Act 2000, the Trade Agreements and any other UK or international law relating to subsidy control in the UK and all other legislation and regulatory requirements in force from time to time which apply to measure granted by a public body to an economic actor, as may be updated from time to time;

**TUPE means**

1. the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and/or any other regulations enacted for the purposes of implementing the Acquired Rights Directive into English law;
2. Employee Liability Information”

means the information listed in regulation 11(2) of TUPE;

c) Retendering Information”

means, in respect of any employee, Employee Liability Information (other than the name of the employee, who shall instead be identified by his or her staff reference number), date of birth, gender, site, department, national insurance letter (A or D), scale and point, details of involvement in the Services, terms and conditions of employment and any applicable policies (whether contractual or discretionary), records of the employee’s sick, maternity, paternity, parental or other leave and all the pensions information as required under paragraph

d) “Sub-Contractor”

means a person to whom the Contractor directly or indirectly sub-contracts any of its obligations under this Contract;

e) Transferring Employees”

means the employees of the Incumbent contractor’s employees providing the services Funder whose contracts of employment become, by virtue of the application of TUPE or paragraph [ insert details] of the (TUPE) of Schedule 1 (Employees) in relation to what is done for the purposes of carrying out this Agreement, contracts of employment with someone other than the Funder.

**UK GDPR:** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined within section 3(10)(as supplemented by section 205(4) of the DPA 2018, as amended or re-enacted from time to time and any United Kingdom Act recognised in UK law substantially replacing the same;

**Working Day:** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England;

1.2 References to the singular include the plural and vice versa.

1.3 The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

1.4 References in this Agreement to a person include a natural person, corporate or unincorporated body (whether or not it has a separate legal personality).

1.5 A reference in this Agreement to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.

1.6 Any words in this Agreement following the expression including, include or in particular, or any similar expression are to be construed as illustrative and do not limit the sense of the words preceding that expression.

1.7 Words and phrases defined in the Grant Conditions and not defined in this Agreement have the meaning given to them in the Grant Conditions when used in this Agreement.

1.8 If there is any conflict between the terms of this Agreement and the Grant Conditions, this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations under the Grant Conditions.

**2. Purpose of Grant**

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project within the Grant Period, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.

2.4 The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

**3.Payment of Grant**

3.1 Subject to clause 12 of this Agreement and reference given to section 11 of Schedule 2 (Grant Prospectus), the Funder shall pay the Grant to the Recipient upon presentation of properly receipted invoices in accordance with Schedule 1, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

3.2 The Recipient agrees and accepts that the amount of Grant payable over the Grant Period will reduce as set out in Schedule 1 (Payment Schedule).

3.3 The amount of Grant to be paid to the Recipient in years two (2) and three (3) will be confirmed to the Recipient, six (6) months prior to the end of each financial year.

3.4 The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

3.5 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.6 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

3.7 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

3.8 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

**4. Use of Grant**

4.1 Reference given to section 12 of Schedule 2 (Grant Prospectus), which forms part of this Agreement in relation to use of the Grant which shall be used by the Recipient for the delivery of the Project in accordance with the agreed Grant funding.

4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project within the Grant Period (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the Project. Loss or reduction of third-party funding within the Grant Period will result in withdrawal of the Grant.

* 1. The FIF grants cannot be used for:
		1. costs to existing core services/delivery not directly related to FIF
		2. core staff expenses not directly related to FIF
		3. capital expenditure not related directly to FIF
		4. rent or utility bills not directly related to FIF

4.3.5 goods or services received before the award of the funding

* + 1. activities that promote one religious’ belief/political cause
		2. loan repayments
	1. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written approval of the Funder.
	2. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, may be applied to the Project.

4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

**5. Accounts and records**

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

5.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

5.6 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports, and annual returns applicable to itself and the Funder.

**6. Monitoring and reporting**

6.1 Reference given to section 13 of Schedule 2 (Grant Prospectus), which forms part of this Agreement in relation to monitoring of the Grant. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project quarterly during the contract and in such formats as the Funder may reasonably require.

6.3 ECC require specific person / family level data to be reported on a quarterly basis. Data will include identity of people supported, issues worked with, and positive outcomes achieved by the service. Collected data will be held internally in accordance with sharing agreements and used for thematic assessment and analytical purposes. ECC utilise analytical insights to inform the decision-making process around the delivery and improvement of public services. Data sharing for this purpose is permitted under Part 5 of the Digital Economy Act 2017.

6.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.5 Along with the financial report, the Recipient shall provide the Funder with a risk register in a format to be approved by the Funder. The Recipient shall address the health and safety of its staff in the risk register.

6.6 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require for it to establish that the Grant has been used properly in accordance with this Agreement.

6.7 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities, and records, for the purpose of discussing, monitoring, and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6.8 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

6.9 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

**7. Acknowledgment and publicity**

7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

7.2 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.

7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 Either Party shall comply with all reasonable requests from the other Party to facilitate visits, provide reports, statistics, photographs, and case studies that will assist in promotional and fundraising activities relating to the Project.

**8. Intellectual Property Rights**

8.1 The Funder and the Recipient agree that all rights, title, and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How, and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

**9. Confidentiality**

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How, or other business, technical or commercial information which:

 a) At the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party.

 b) Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

c)Is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**10. Freedom of information**

10.1 The Parties acknowledge that they are both subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall assist and co-operate with each other to comply with these information disclosure requirements.

* 1. The recipient of an FOI request shall:

a) Share any request for information with the other Party as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.

b) Pool all information in their possession with the other Party within five working days (or such other period as the Parties agree) of receipt of the request for that information; and

 c) Be responsible for the delivery of information pursuant to any such request.

* 1. The other Party shall provide all necessary assistance as reasonably requested by the FOI recipient to enable the FOI recipient to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

10.4 The FOI recipient shall be responsible for determining at its absolute discretion whether the information:

1. Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004.
2. Is to be disclosed in response to a request for information.

10.5 The FOI recipient acknowledges that the FOI recipient may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

 (i)Without consulting with the other Party; or

(ii)Following consultation with the other Party and having taken its views into account

10.6 Provided always that where clause 10.5 applies the FOI recipient shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other Party advanced notice, or failing that, to draw the disclosure to the other Party's attention after any such disclosure.

10.7 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

10.8The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.9  The Recipient shall:

(i)  Provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

(ii) Transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

(iii) Provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder’s request for such information; and

(iv) Not respond directly to a request for information unless authorised in writing to do so the Funder.

10.10  The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**11. Data protection**

11.1 The Parties in their management of all personal information we will meet the requirements of the UK GDPR and the Data Protection Act 2018. We shall comply with the Data Protection Legislation and shall both duly observe all their obligations under the DPA and GDPR which arise in connection with this Agreement.

11.2 In relation to Shared Personal Data, each Party acknowledges that the Recipient will be regularly disclosing Shared Personal Data to the Funder for the Agreed Purposes only.

11.3 Each Party shall: -

(a) ensure that it has all the necessary notices and consents in place to enable the lawful transfer of the Shared Personal Data to the Funder for the Agreed Purposes;

(b) give full information to any data subject whose Personal Data may be shared and processed under this Agreement of the nature of such Processing. This includes giving notice that on the termination of this Agreement, Personal Data relating to them may be retained by or, as the case may be transferred to Permitted Recipients or their successors and assignees;

(c) process the Shared Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

(g) not transfer any Shared Personal Data received from the Recipient outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

11.4 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

(a) consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;

(b) promptly inform the other Party about the receipt of any data subject rights request;

(c) provide the other Party with reasonable assistance in complying with any data subject rights request;

(d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other Party wherever possible;

(e) assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

(f) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) at the written direction of the Recipient, delete or return Shared Personal Data and copies thereof to the Recipient on termination of this Agreement unless required by law to store the Shared Personal Data;

(h) use compatible technology for the Processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the other Party or the other Party's designated auditor; and

(j) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

11.5 Each Party shall comply with all the obligations imposed under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

11.6 The Personal Data and other data to be Processed under this Agreement is set out in Schedule 4 (Data Processing Schedule)

**12.** **Equality**

12.1 The Recipient agrees to meet all laws regulating the way they operate, the work they carry out, the staff they employ or the goods they buy.

12.2 The Recipient will ensure that they have an equal opportunities policy in place at all times, to help them to comply with all relevant laws and good practice throughout the period of this Agreement.

12.3 The Recipient will obtain all approvals and licences required by law or by the Funder.

12.4 The Recipient will ensure that we comply with the Equalities Act 2010.

**13. Safeguarding**

13.1 The Recipient will take all reasonable steps to service vulnerable children, young people, or vulnerable adults (“vulnerable people”) they work with and will take all reasonable steps to ensure their safety.

13.2 The Recipient will apply the Southend, Essex, and Thurrock (SET) safeguarding and child protection procedures. The Recipient will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person.

13.3 The Recipient will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include obtaining appropriate qualification and disclosure checks for all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people.

13.4 Where the Funder requires the Recipient to amend their policies, the Recipient shall do so immediately in line with their request.

**14. Withholding, suspending and repayment of Grant**

14.1 Reference is given to section 5.4 of Schedule 2 (Grant Prospectus). It is the Funder's intention that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

a)The Recipient uses the Grant for purposes other than those for which they have been awarded;

b)The delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

* + 1. The Funder acting reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
		2. The Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
		3. The Recipient obtains duplicate funding from a third party for the Project within the Grant Period;
		4. The Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
		5. The Recipient provides the Funder with any materially misleading or inaccurate information;
		6. The Recipient commits or committed a Prohibited Act;
		7. Any member of the Governing Body, an employee or a volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
		8. The Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
		9. The Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
		10. The Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

14.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

14.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

14.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

14.5 Any costs or expenditure above the agreed budget will be the responsibility of the Recipient. In the event that the Project costs are less than estimated the Funder reserves the right to reduce the Grant pro rata.

14.6 If the Grant constitutes a Subsidy under the Subsidy Control Rules then the Funder shall be entitled to recover from the Recipient the amount of Subsidy together with such interest as it is required by Law to recover and the Recipient must pay such amount(s) within ten (10) Working Days of the Funder requesting repayment.

**15. Anti-discrimination**

15.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

15.2 The Recipient shall take reasonable steps to secure the observance of clause 15.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

**16. Human rights**

16.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

16.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

**17. Limitation of liability**

17.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

17.2 Subject to clause 17.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

**18**. **TUPE and the Code**

18.1 The Funder will have no liability for TUPE

18.2 The Funder agrees to supply to the Recipient with the information obtained from the incumbent provider which is contained in Schedule 3 (TUPE) in particular Schedule 3 Part 1 (List of Employees)

18.3 The Recipient agrees to comply andthe Recipient shall procure that any Sub-Contractor complies with the provisions

**19. Warranties**

19.1 The Recipient warrants, undertakes and agrees that:

a) It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

1. It has not committed, nor shall it commit, any Prohibited Act;
2. It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
3. It 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 employees and other persons working on the Project;
4. It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
5. It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
6. All financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
7. It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

i) It is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

j) Since the date of its last accounts there has been no material change in its financial position or prospects.

**20. Insurance**

20.1 The Recipient shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

20.2 The Required Insurances referred to above include (but are not limited to):

(i)Public liability insurance with a limit of indemnity of not less than £5million; in relation to any one claim or series of claims arising from the service provided;

(ii)Professional Indemnity with a limit of indemnity of not less that £2million pounds in relation to any one claim or series of claims arising from the service provided

; and

(iii) Employers Liability Insurance with a limit of indemnity of not less than £5million pounds in relation to any one claim or series of claims arising from the services provided.

20.3 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

**21. Duration**

21.1 Reference is given to section 5.3 of Schedule 2 (Grant Prospectus) in relation to, the terms of this Agreement which shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

21.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**22. Assignment**

22.1. The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**23. Waiver**

23.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**24. Notices**

24.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**25. Dispute resolution**

25.1 In the event of any complaint or dispute arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

25.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual either party may refer the matter to the Chief Executive of the Funder and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

25.3 In the absence of agreement under clause 25.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**26. Termination**

26.1 The Funder may terminate this Agreement and any Grant payments on giving the Recipient three (3) months written notice if funding is no longer available or because of other financial constraints on the Funder.

26.2 This Agreement may also be terminated immediately without notice by the Funder, if the Recipient commits a Prohibited Act, used the Grant for any other purpose not in accordance with this Agreement or has failed to comply with the terms of this Agreement.

**27. No partnership or agency**

27.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter any commitments for or on behalf of the other party.

**28. Contracts (Rights of Third Parties) Act 1999**

28.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**29. Governing law**

29.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This Agreement is entered into at the date stated at the beginning

Signed for and on behalf of Essex County Council

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signed)

Clare Burrell

Head of Strategic Commissioning and Policy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of (INSERT NAME)

Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1**

**Payment Schedule is subject to Clause 14, with reference to section 11 of the Grant Prospectus.**

1. The Grant

* 1. Family Innovation Fund services will commence on the date that the Funder is in receipt of the signed Grant Agreement, that being no later than 1st April 2023 and all work MUST be completed no later than 31st March 2026.

1.2 The total Family Innovation Fund is £1,200,000 over three years, with £720,000 allocated to BSFS through 1:1, group and family/couples’ work.

 Year 1 2023/24 £300,000

 Year 2 2024/25 £210,000

 Year 3 2025/26 £210,000

1.3 The initial Grant payment will be £300,000 and if, at the discretion of the Funder the grant is extended, the subsequent Grant payments will be reduced in years two (2) and three (3) to £210,000 per annum. The Funder reserves the right to vary the funding amounts in years two (2) and three (3) to the original year one (1) value of £300,000 if funding is available. Changes to the funding available will be confirmed 6 months prior to the end of the financial year.

1.4 Grants will be paid in instalments outlined below:

 1.4.1 25% of the total grant awarded will be paid directly into the Recipient’s bank account on 1st April 2023 provided by the Funder, as the local authority, is in receipt of this signed Agreement and the required safeguarding, equality and health and safety policies, and other documentation agreed during the application period and quarterly thereafter on receipt of satisfactory grant monitoring returns as set out in section 13 of Schedule 2(Grant Prospectus).

1.4.2 Following the first payment 1st April 2023, payment of interim and final instalments will be delayed or cancelled where it is found that Recipients are not adhering to the Grant or this Agreement. The Funder reserves the right to claw back payments of grant monies in part or in full as detailed in clause 14 of this Agreement.

1.4.3 Any breakdown in the collaborative agreement(s) is the responsibility of the designated lead to manage and resolve and to ensure no disruption to the service delivery.

1.4.4 Any grant monies held by the designated lead that remains unspent will be returned to the Funder.

**Schedule 2**

**Grant Prospectus**

**Family Innovation Fund**

**2023-2026**

**Grant Prospectus**

**Brief Solution Focussed**

**(To be read in conjunction with the Grant Agreement)**

|  |  |
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**Foreword**

The vast majority of children and young people in Essex lead happy, healthy and fulfilling lives and are protected from or able to make decisions that keep them safe from harm. Most children and young people are afforded opportunities to help them do so through their families, school or college, and wider community groups and therefore do not need access to additional publicly funded local authority provision. For some families, however, life circumstances or events result in them needing additional help and support and as families recover from the pandemic and feel the pressures of the current economic situation that help is more important than ever. For those families, we want to offer the support they need in a consensual basis to enable them to maintain stability and resilience, fulfil their potential and sustain long term positive outcomes.

At Essex County Council (ECC), we are committed to ensuring we target our limited resources in the most efficient and effective way to get the best outcomes for our most vulnerable families. We cannot do this without our partners and the Essex Children and Young People’s Strategic Plan, the Essex Early Help Offer and the Effective Support for Children and Families in Essex’ approach aim to establish a shared understanding of how we will work with families in Essex. The approach outlines how we will respond to children, young people and families across four levels of need: Universal, Additional, Intensive and Specialist and how all our partners such as schools, the newly established Integrated Care Systems , police and district/borough/city councils provide support across the children system.

From a Council perspective we invest across the children’s system and spectrum of needs through the Essex Child and Family Wellbeing Service, Family Solutions and Social Care as well as education, youth and public health services and programmes. We also integrate funding with the 3 Integrated Care Systems to commission the Child and Adolescent Mental Health Service. We are doing increasingly more work to support parents who are in conflict in order to mitigate the impact that has on their children’s lives and with the advent of new duties under the 2021 Domestic Abuse Act we are able to do increasingly more early intervention for children and young people who are impact by domestic abuse.

We recognise that even with this significant investment, there are still some gaps to support vulnerable families at the earliest signs of need. Despite continued and increasingly challenging financial circumstances and lack of early intervention funding from central government, we are able to present this grant opportunity to continue to deliver early intervention for those children and young people exhibiting the first indications of need and compliment those services already delivering support to families across Essex.



Councillor Beverley Egan

Cabinet Member for Children and Families

Essex County Council

**1. Effective Support for Families in Essex**

1.1 In Essex, partners have developed an ‘Effective Support for Children and Families’ approach to establish a shared understanding of how all services will respond to children, young people and families across four levels of need: **Universal, Additional, Intensive and Specialist**.

`

**Family Innovation Fund**



1.2 The Family Innovation Fund (FIF) is targeted at families, addressing the needs within lower Level 2 (Additional) need as represented on the diagram. This is when the child, young person and/or parent/carer needs can usually be met through the provision of extra help from one or two universal or targeted services.

1.3 FIF is a provision of services for when a referrer who, through developing an Early Help Plan [Early Help Plan](https://www.essexeffectivesupport.org.uk/early-help/), has identified that the interventions available will ensure the desired outcomes will be delivered.

**2. Early Intervention in Essex**

2.1 Our approach continues to build on our progress in shifting the focus away from managing short-term crises and towards effective support for children and young people and their families at an earlier stage, with them at the centre of enabling environments rather than them being dependent on organised public services.

2.2 Wherever possible the needs of children, young people and families will be met by universal services. However, as soon as any practitioner is aware that they may have any additional needs he/she will talk with them to offer advice and support to meet that need. Please see link to [Early Intervention](https://www.youtube.com/watch?v=657XUhM1hbM) in Essex.

2.3 In Essex we have a shared partnership system vision that, in the event that Early Help is needed, we will ensure we;



**and we will know if we have been successful when …**



**3. Purpose of the Family Innovation Fund**

3.1 The Family InnovationFund enables ECC to work with its partners in the voluntary and community sector to deliver good outcomes as early as possible. The services will not support those children, young people and families already known to and in receipt of support from specialist and statutory services, rather they will ensure delivery of support that complements, not duplicates existing services such as;

* School funded support at additional levels of need
* Essex Child and Family Wellbeing Service
* Essex Integrated Wellbeing Service
* Child and Adolescent Mental Health Service
* Family Solutions

3.2 By Early Intervention we mean stopping something occurring or getting worse and for the purposes of this funding will provide brief, light touch interventions that will enable children, young people, parents and carers to draw on their own resources and resilience to resolve future problems.

3.3 This Grant is concerned with working with children and young people, parents/carers and families who will benefit from receiving support by way of ***Brief Solution Focussed Support (BSFS)*** such as coaching, mediation, conflict resolution, counselling, through 1:1, group and family/parent/couples work. This will usually take place in face to face however, it may also take place using on-line platforms if that is deemed appropriate, for example during holiday periods or weekends/evenings.

**4. Outcomes**

4.1 ECC will consider applications from organisations that can demonstrate they can deliver the following high-level outcomes for children, young people aged 8 – 19 years and/or their families/parents/carers/couples.

|  |  |
| --- | --- |
| **Priority** | **Stable, Resilient and Safe Families** |
| **High level outcomes** | **Behaviour choices that promote safety and wellbeing**  | **Socially connected, resilient and resourceful families**  | **Healthy family and social relationships**  | **Emotionally healthy, happy and resilient** |

* + 1. **Behaviour choices that promote safety and wellbeing:** Many children, young people who are on the margins of society are more exposed to the risks of being exploited and participating in ‘risky behaviours’ including involvement in for example, drugs, alcohol, gang crime and sexual exploitation which compounds their problems and results in poor outcomes.
		2. **Socially connected, resilient and resourceful families:** We know that many children, young people and families are socially isolated and we expect that as a result of the work undertaken children, young people and parents/carers will be supported to connect to their local communities in ways that are meaningful to them.
		3. **Healthy family and social relationships:** Many families live in circumstances that place pressures on relationships and/or their ability to function effectively. Some parents and children lack the skills needed to communicate effectively and resolve things with each other. This can often result in relationship breakdown and poor outcomes for children and young people. Additionally some of the modern day pressures and circumstances young people are operating in can result in the forming of unhealthy, too often which are not recognized until personal wellbeing has been impacted
		4. **Emotionally healthy, happy and resilient:** Enabling positive behaviour change and choices; connecting people with peers and their communities; and supporting parents, carers, children and young people to have positive relationships, inevitably results in emotionally healthy, happy and resilient children and young people.
	1. To enable us to continue to build on the evidence for early intervention and the impact of FIF, successful applicants will be expected to evidence the outcomes being delivered by adopting the use of the Outcomes Star tools that are:
* Family Star
* Family Star (relationships)
* My Star (young people)

**5. The Grant Size, Geographic Model**

5.1 The total Family Innovation Fund is £1,200,000 over three years, with £720,000 allocated to BSFS through 1:1, group and family/couples work.

 Year 1 2023/24 £300,000

 Year 2 2024/25 £210,000

 Year 3 2025/26 £210,000

5.2 BSFS willbe delivered across Essex but priority will be given to The Essex Levelling Up areas set out in the table in 6.1 to support the delivery of our levelling ambitions and Everyone’s Essex Plan [Everyones Essex](https://www.essex.gov.uk/plans-and-strategies/everyones-essex)

5.3 There will be provision within the Grant Agreement, at the discretion of ECC to extend the grants for up to two years on a one plus one year basis. There will be further provision for the value to be varied within any extension up to the original year one value namely £300,000.

5.4 Provision in the Grant Agreement (clause 12) outlines the conditions under which ECC will either withhold or claim back funds paid to the provider.

**6. Minimum Targets and Pricing**

6.1 The minimum number of young people to be supported is set out below. The figures are based 1:1 work, small group work 4-6 maximum and family/couples working.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Essex Quadrants**(a) | **Grant Value****Year 1** (b) | **Minimum reach Year 1** (c) | **Grant Value** **Year 2 & Year 3**(d) | **Minimum reach Year 2 to 3 per annum** (e) | **Levelling up priority areas** |
| **South 29%*** Basildon
* Brentwood
* Castle Point
* Rochford
 | £87,000 | 460 | £60,900 | 321 | 50% of reach * Lee Chapel Laindon
* Five Links Laindon
* Felmores, Pitsea
* Canvey Island
 |
| **Mid 23%*** Braintree
* Chelmsford
* Maldon
 | £69,000 | 364 | £48,300 | 255 | 50% of reach * Braintree rural north
 |
| **North-East 28%*** Colchester
* Tendring
 | £84,000 | 443 | £58,800 | 310 | 50% of reach * Greenstead Estate
* Clacton, Jaywick,
* Harwch
 |
| **West Essex 20%*** Epping
* Harlow
* Uttlesford
 | £60,000 | 317 | £42,000 | 222 | 50% of reach * Harlow
 |
|  | £300,000 | 1,584 | £210,000 | 1,108 |  |

6.1.1 Column C outlines a ***minimum*** target of referrals to be worked with in conjunction with BSFS through 1:1 and group work per annum based on a grant of £300,000.

6.1.2 A minimum number of referrals will be expected to be supported with at least 20% of the total provided via 1:1 support. Please refer to the Grant Spending plan for further detail. Therefore, a maximum of 80% of referrals will be supported through group work with an average of 4 per group.

6.1.3 Column E outlines a minimum target of young people to be worked with using BSFSthrough 1:1 and group work for Years 2 and 3 based on a grant of £210,000.

**Example (for illustrative purposes only)**

|  |
| --- |
| **Solution Focussed Support Programme** |
| **Quadrant** | **1:1** | **Group Work** | **Total** |
| **Min. Volume** | **Min. Volume** |  |
| **South** | 170 | 290 | **460** |
| **West** | 117 | 200 | **317** |
| **North East** | 163 | 280 | **443** |
| **Mid** | 134 | 230 | **364** |
| **Total** | **584** | **1,000** | **1,584** |

The referrals for South total 460. Of the 460 target it is expected that 170 will be 1:1 referrals and an further 290 will be supported through group work. Based on a group of 4 this would be 73 groups delivered across South Essex. In total the BSFS will reach a minimum of 1,584 in Year 1.

6.2 Within the pricing element a score will be given to the number of referrals reached of which the minimum number of referrals must be achieved. Where the minimum number is not reached no score will be awarded. The maximum score available is 30%. The applicant with the highest number of children supported will achieve the maximum score. The pricing schedule sets out the format and guidance for your financial submission.

6.3 As a guide to help you, the evidence tells us that early intervention can deliver good outcomes over an average of 12 hours direct delivery across an average of 12 weeks of starting support.

6.4 A 1:1 referral means the person/couple referred for support (any group work will required individual referrals).

6.5 Group work ratios should be reasonable in that the worker can identify outcomes have been delivered as a result of the work. Large groups such as classes, year groups and assemblies are not deemed appropriate.

6.6 When supplying costs these should be realistic and demonstrate value for money.

6.7 Subsidy: takes the meaning given in the Subsidy Control Rules, generally any support measure that:

6.7.1 Constitutes a financial (or in kind) contribution provided by a public authority; and

6.7.2 Confers a benefit on the recipient in the sense of an economic advantage that in not available on market terms; and

6.7.3 Affects international trade.

6.8 Subsidy Control Rules: means the law in force from time to time in the UK including the law embodied in the European Union (Future Relationship) Act 2020, the Trade Agreements and any other UK or international law relating to subsidy control in the UK and all other legislation and regulatory requirements in force from time to time which apply to measure granted by a public body to an economic actor, as may be updated from time to time.

**7. Collaborative Working**

7.1 Collaborative applications are permitted but there must be a designated lead who will make the grant application and demonstrate how their partners will work together as a system to deliver the BSFS in accordance with expectations set out in this guidance. That designated lead will ensure the Grant Agreement is adhered to and will be with ECC will have the Grant Agreement.

7.2 We expect the successful provider to understand the early help partnership and delivery landscape in Essex and to work collaboratively within that landscape to ensure children and young people are able to access the right help at the right time.

**8. The Delivery Model**

8.1 The delivery model is built on a range of evidence and intelligence including:

* The independent evaluation findings of the original 2017 FIF Programme
* The independent evaluation of the current FIF Xtra
* Current needs analysis and local intelligence
* What is already being delivered within the children’s system.

8.2 We want to ensure we continue to support the positive progress and learning from previous FIF programmes and ensure that what we know works continues to be adopted. Therefore, the following elements of delivery are mandatory:

8.2.1 Applicants agree to use the request for support form that will be jointly agreed and provided by ECC

8.2.2 The agreement to take up the Family Innovation Fund service forms part of the individuals’ agreement to access the service provision, the form to be used for this purpose will be supplied following award of the grant, as part of mobilisation in readiness for commencement of services from 1st April 2023.

8.2.3 There should be one access point in for referrals appropriate assessment should be carried out and, if accepted, allocated appropriately. Where the referral is not appropriate, or there are capacity issues, the provider should undertake to work with other local agencies who could support the person(s) being referred.

8.2.4 Practitioners will take a whole family approach to support a referral to ensure the successful delivery of an outcome for the person referred.

8.2.5 Applicants will have developed appropriate and jointly planned strategies and pathways for individuals’ exit from the interventions being delivered.

8.2.6 We know there will be a high volume of referrals and that demand will outstrip supply. Applicants must manage these waiting times appropriately and where possible signpost and refer to other services.

8.3 Except where noted in the below section 8.5 children, young peopleaged 8 – 19 year and/or their parents/carers/couples can access FIF regardless of ethnicity, gender, culture, religion, special educational and/or disability.

* 1. As noted in section 6.1, 50% reach should target the identified “levelling up” areas and in addition to that every effort should be made to ensure support for those on part-time school timetables and/or at risk of exclusion or socially isolated and that support is fully accessible to those learning disabilities/needs and/or autism so they are able to participate in a meaningful way.

8.5 Exclusions from accessing FIF support are those who are already open to specialist and statutory services for example:

* Children’s Social Care
* Family Solutions
* Child and Adolescent Mental Health Service
* Drug and Alcohol Services
* Youth Offending Service

8.6 The provider will liaise closely with the Essex Family Hub, the Essex Children and Family Hub and the Child and Adolescent Mental Health Service Single Point of Access to ensure a relevant pathway for referrals that have not met their criteria or received a service from them prior to the date of the referral.

8.7 Referrals for children and young people who meet the Child and Adolescent Mental Health Service eligibility criteria and/or have medically or clinically diagnosed mental health condition should not be accepted.

**9. The Interventions and Approach**

9.1 The support and interventions to be delivered have been determined through the original 2015 FIF evidence review of what works and the 2017 evaluation of the current FIF programme and research for what works. These are expected to include brief solution focussed therapeutic approaches/techniques, coaching, mediation and conflict resolution.

9.2 The successful applicants will have a robust track record of and capability to deliver brief solution focussed support for 8-19 year olds, families and couples.

9.3 Practitioners be qualified/skilled workers to deliver the support and interventions set out in providers bids and they should have extensive knowledge about child, adolescent, parental risks, behaviours and impacts to achieving good outcomes.

9.4 Applicants will be expected to confirm their collaborative can deliver all the above and that their proposals will be delivered by suitably qualified/trained/experienced practitioners who have been employed under their Safer Recruitment Processes and have undertaken induction, safeguarding training and will receive on-going suitable management and supervision support.

9.5 Children and young people have told us that they do not like missing lessons at school and that when they do it is always the same lesson because of the times practitioners set. We expect every effort to be made to avoid this happening.

**10. Eligibility**

10.1 The Family Innovation Fund is available to voluntary and community sector organisations delivering appropriate services if delivery will benefit children and young people as individuals, or families as a whole. The fund is available to organisations that focus on wider public benefit as opposed to statutory service delivery or profit and as such the following can apply:

* Registered voluntary and charitable organisations
* Most co-operatives and social enterprises (provided profits are retained for the benefit of the members or community served).

10.2 Organisations may take a variety of forms including one or more of the following:

* Mutuals
* Community interest companies
* Industrial and provident societies
* Not for profit trade associations
* Charitable trusts
* Companies limited by guarantee
* Unincorporated groups.

10.3 Applicants will be expected to ensure they and the organisations they are collaborating with, promote equality of opportunity and fair access, support for employees who have unpaid caring responsibilities as well as ensuring there are safeguarding and health and safety policies in place.

**11. Period of Funding and Payment Structure**

11.1 Family Innovation Fund services will commence on the date that ECC is in receipt of the signed Grant Agreement, that being no later than 1st April 2023 and all work MUST be completed no later than 31st March 2026.

11.2 Grants will be paid in instalments outlined below:

11.2.1 25% of the total grant awarded will be paid directly into the Provider recipient’s bank account on 1st April 2023 provided ECC, as the local authority, is in receipt of the signed Grant Agreement and the required safeguarding, equality and health and safety policies, and other documentation agreed during the application period and quarterly thereafter on receipt of satisfactory grant monitoring returns as set out in section 13 of this Grant Prospectus.

* + 1. Following the first payment 1st April 2023, payment of interim and final instalments will be delayed or cancelled where it is found that recipients are not adhering to the Grant Agreement of the grant. ECC reserves the right to claw back payments of grant monies in part or in full as detailed in the Grant Agreement.
		2. Any breakdown in the collaborative agreement(s) is the responsibility of the designated lead to manage and resolve and to ensure no disruption to the service delivery.
		3. Any grant monies held by the designated lead that remains unspent will be returned to the Local Authority.

**12. Restrictions of Grant Use**

* 1. Family Innovation Fund grants cannot be used for:
* costs to existing core services/delivery not directly related to FIF
* core staff expenses not directly related to FIF
* capital expenditure not related directly to FIF
* rent or utility bills not directly related to FIF
* goods or services received before the award of the funding
* activities that promote one particular religious belief/political cause
* loan repayments

**13. Monitoring Arrangements**

13.1 Self-monitoring returns will be required quarterly; June, September, December, March on a pro-forma agreed with the designated lead and provided by ECC.

13.2 As part of the monitoring arrangements, ECC will expect organisations to report on qualitative and quantitative measures, including outcomes star reports and financial returns.

13.3 There will be a minimum of two contacts per annum with providers during the course of the grant and additional contacts/visits carried out where it is judged that these are necessary to ensure all grants are completed in accordance with the Grant Agreement.

13.4 ECC will take a simple approach to monitoring, focussing on effect and impact as outlined below and successful applicants will be provided with the pro-forma from the ECC Performance via email when the grant awards are made.

**Effort - What and how much**

**No. of referrals**

**By Primary outcome**

**By Age**

**By Gender**

**By Disability (category)**

**By Postcode**

**By Intervention - 1:1 & Groups**

**By Received & By Accepted**

**Signposted (destination)**

**Levelling up**

**Effort - How well have we done it**

**Demographics**

**Expenditure**

**Provider feedback from; Service users;**

**Referrers; Stakeholders**

**Working with more than the referred person**

**Effect - How many are better off**

**No. Closed successfully (time)**

**No. Closed prematurely (reasons)**

**Average case time by both hours and weeks**

**Effect - What % are better off**

**What change / impact**

**Outcome Star database generated reports for; Family Star; Family Star (relationships); My Star.**

**With short analysis**

**Collaborative Enquiry**

13.4 As part of our commitment to involve the public in service development and improvement, contacts and visits may involve children, young people and families themselves.

13.5 Essex County Council will be asking the successful provider to supply information on those accessing the service and where support has been successful and outcomes delivered that meet the Department of Work and Pensions Supporting Families outcomes framework. This enables the council to make a claim under the Supporting Families Payment by Results (PBR) allocation for Essex, funding for which supports the continued delivery of Early Help. Supporting Families

**14. The Application and Decision Making Process**

14.1 Applications should be completed and will only be accepted via the ProContract. Organisations must register using the following link:

[**https://procontract-ufe.due-n****orth.com/register**](https://procontract-ufe.due-north.com/register)(Supplier Registration)

14.2 All sections within the application form must be completed for an application to be considered. There are a number of pre-requisite questions that must be answered satisfactorily before a full application can be made and considered.

14.3 Each application will be scored against the criteria set out in the application guidance which you should review with your application to ensure you have fully addressed all the salient points.

14.4 All written applications must be submitted via the e-portal by **12 noon on Friday 16th December 2022**. Please note that for your submission to be considered compliant, the Council **MUST** receive your written response by the specified deadline. Any late submissions will be rejected as non-compliant.

14.5 Applications will be evaluated by a panel of commissioners and moderated through a process supported by the ECC Procurement Team.

14.6 Successful applicants will be required to sign the Terms and Conditions that are to be read in conjunction with this Grant Prospectus. Any queries about the Grant and the Grant Terms and Condition must be raised during the clarification period.

14.7 Successful and unsuccessful applicants will be notified of our intentions and unsuccessful applicants will receive feedback as to why they were not successful within that notification.

14.8 Procurement timetable:



1. **Safeguarding**

15.1 The service will take all reasonable steps to support vulnerable children, young people or vulnerable adults (“vulnerable people”) that you work with and will take all reasonable steps to ensure their safety. You will apply the Southend, Essex and Thurrock (SET) safeguarding and child protection procedures. You will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. You will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include obtaining appropriate qualification and disclosure checks for all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people

**Schedule 3**

**TUPE and the Code**

**1. Application of TUPE**

* + 1. The Funder has no TUPE liability for the Incumbents employees and or subcontractors
		2. The Incumbent Recipient comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to this Agreement the Incumbent Recipient shall comply and shall procure that each Sub-Contractor shall comply with its obligations (including without limitation the obligation under regulation 13(4) of TUPE) in respect of each Relevant Transfer pursuant to this Agreement and each of the Incumbent Recipient and Sub-contractor shall indemnify the other against any Loss sustained as a result of any breach of this paragraph by the party in default, save that there shall be no obligation on the Incumbent Recipient to indemnify the Sub- Contractor for any breach by the Incumbent Provider of its obligations under regulation 13 of TUPE, or any award of compensation under regulation 15 where such failure arises from the failure of the Recipient or any Sub-Contractor to comply with its or their duties under regulation 13 of TUPE.
	1. **Provision of information**
		1. The Incumbent Provider has supplied to the Recipient the information contained in Part 1 of Schedule 1 (the **"Employee List")** regarding each of those Incumbent Provider Existing Employees who it is expected, if they remain in the employment of the Incumbent Provider until immediately before the Transfer Date, would be Transferring Employees, and the Incumbent Provider warrants the accuracy and completeness of this information.
		2. The Incumbent Provider shall supply to the Recipient an update of the Employee List at [three monthly] intervals from the Commencement Date and an updated list ten (10) Days before the Transfer Date. The Incumbent Provider shall also supply to the Grantee within five (5) Days after the Transfer Date information, which was correct as at the Transfer Date, in respect of the Transferring Employees on all the same matters as should be provided in the Employee List. This list is the **"Final Employee List**" [and where there is more than one Transfer Date on which Transferring Employees transfer, the "Final Employee List" means each list so prepared in respect of each Service and at each Transfer Date]. The Incumbent Provider warrants the accuracy and completeness of any information contained in any update of the Employee List or in the Final Employee List.
		3. The Incumbent Provider shall:

provide the Employee Liability Information to the Recipient at such time or times as are required by TUPE, and

update the Employee Liability Information to take account of any changes as required by TUPE.

The Incumbent Provider warrants the accuracy and completeness of the Employee Liability Information supplied by it to the Recipient

* + 1. The Incumbent Provider shall and the Recipient shall and shall procure that each and every Sub-Contractor shall take all reasonable steps, including co-operation with reasonable requests for information, to ensure that each and every Relevant Transfer pursuant to this Agreement takes place smoothly with the least possible disruption to the services of the Incumbent Provider (including the Services) and to the Relevant Employees.
			1. .

**2. COMPLIANCE WITH Code OBLIGATIONS**

**2.1 The Code**

 The Recipient shall observe the principles of the Code.

**2.2 Code Obligations**

During the Agreement Term, the Recipient shall on request by the Incumbent Provider provide the Incumbent Provider as soon as reasonably practicable with accurate and complete information reasonably required by the Incumbent Provider to monitor the Recipient’s or any Sub-Contractor’s compliance with its Code Obligations. The Recipient shall support any central government sponsored review and monitoring programme on the impact of the Code and on request by the Incumbent Provider provide the Incumbent Provider with accurate and complete information as soon as reasonably practicable in order to assist the Incumbent Provider in doing this.

**2.3 Sub-Contractors**

The Recipient shall indemnify the Funder and any Future Contractor and keep the Funder and Future Contractor indemnified in full from and against all Loss incurred by the Funder as a result of or in connection with any failure on the part of any Sub-Contractor to comply with the terms of this Part 2 of Schedule 3.

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**Schedule 4**

**DATA PROCESSING AGREEMENT**

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| **DETAILS** | **DESCRIPTION** |
| Subject matter of theprocessing | The FIF enables the Funder to work with its partners in the voluntary and community sector to deliver good outcomes as early as possible.  The services will not support those children, young people and families already known to and in receipt of support from specialist and statutory services, rather they will ensure delivery of support that complements, not duplicates existing services such as;  • School funded support at additional levels of need • Essex Child and Family Wellbeing Service • Child and Adolescent Mental Health Service • Family Solutions  By Early Intervention we mean stopping something occurring or getting worse and for the purposes of this funding will provide brief, light touch interventions that will enable children, young people, parents and carers to draw on their own resources and resilience to resolve future problems.   |
| Duration of theprocessing | The overall duration of the processing will cease at the end of March 2026.The retention of data will be for the length of the FIF Grant Agreement. All information will be deleted within three months from the termination of the Agreement. |
| Nature and purposes ofthe processing | The nature of the processing will include the collection, recording, and storage of the personal information for the purpose of supporting children, young people and families.The Funder will receive the data from providers and will be held internally in accordance with sharing agreements and used for thematic assessment and analytical purposes. The Funder utilise analytical insights to inform the decision making process around the delivery and improvement of public services. Data sharing for this purpose is permitted under Part 5 of the Digital Economy Act 2017.The personal information will not be shared with any other third party. |
| Type of Personal Data | * Personal information: Name, address, DOB, contact details
* The needs of the individual/family
* Individual outcomes
* Post support interventions
 |
| Categories of DataSubject | Children, young people and families who require additional support.  |
| Plan for return anddestruction of the dataonce the processing iscomplete unless required bylaw to preserve that type ofdata | In line with termination clauses within this Agreement.At the termination of the FIF Project all outstanding personal information will be destroyed within three months. |