

Dated

[DATE]

2025

THE ADOLESCENT AND CHILDREN'S TRUST

and

[SUPPLIER]

FRAMEWORK SERVICES AGREEMENT



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(Ref: EJB (THE237/2))

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THIS AGREEMENT IS DATED

[DATE]

2025

PARTIES

- (1) **THE ADOLESCENT AND CHILDREN'S TRUST** incorporated and registered in England and Wales with company number 02779751 whose registered office is at 98 Station Road, Sidcup, England, DA15 7BY (**TACT**);
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**).

BACKGROUND

- (A) TACT provides fostering families as the largest non-profit independent fostering agency in the United Kingdom and also campaigns on behalf of children and young people in care, carers, their families and adoptive families.
- (B) Following the launch of TACT's 2023-2028 Strategic Plan (**Plan**), the TACT Health Commissioning Strategy 2024 (**Strategy**) aims to ensure all children and young people in its care have access to appropriate mental health services if, and when, they need them. Further details of the Plan and Strategy are set out in Schedule 1.
- (C) The Supplier is in the business of providing psychological, health and wellbeing services to support children, young people and care experienced adults.
- (D) TACT wishes to appoint the Supplier to provide some or all of the Available Services to children and young people cared for by TACT or any of its affiliates under this framework agreement (**framework agreement**).
- (E) When TACT or any of its affiliates request services from the Supplier, and the Supplier is able to provide such services, the relevant parties will enter into a separate call-off contract in accordance with this framework agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this framework agreement and Schedule 8 contains further definitions and rules of interpretation applicable to the Schedules in this framework agreement.

1.1 Definitions:

| | |
|---------------------------|---|
| Affiliate | in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time. |
| Applicable Laws | all applicable laws, statutes, regulations and codes from time to time in force. |
| Available Services | the services, including without limitation any Deliverables, which the Supplier is willing and able to provide to TACT and TACT Affiliates as set out in Schedule 3. |
| Business Day | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| Call-off Contract | an agreement for the provision of Services by the Supplier to TACT or TACT Affiliates agreed in accordance with clause 2 (Call-off Contract process), a template of which is at Schedule 2. |
| Change | an amendment to: <ol style="list-style-type: none">(a) the scope, nature, volume or execution of the Available Services; or |

| | | |
|--|----------------|--|
| | | (b) any other term or schedule of this framework agreement. |
| Change Note | Control | the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure. |
| Change Procedure | Control | the procedure for agreeing a Change as set out in clause 17. |
| Charges | | the charges set out in Schedule 4 or as otherwise specified in the Call-off Contract payable by TACT or a TACT Affiliate for the supply of the Services by the Supplier. |
| control | | has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly. |
| Data Protection Legislation | | all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party. |
| Deliverables | | all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts). |
| Dispute Resolution Procedure | | the procedure set out in clause 33. |
| Foreground IPRs | | all Intellectual Property Rights in the Deliverables, other than Supplier Background IPRs. |
| Framework Agreement Commencement Date | | the date of execution of this framework agreement. |
| Initial Term | | the period commencing at midnight on the Commencement Date and ending on the third anniversary of the Commencement Date. |
| Intellectual Property Rights | | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| Mandatory Policies | | TACT's business policies as set out in Schedule 7 as amended by notification to the Supplier from time to time. |
| Service Levels | | |

| | |
|---------------------------------|---|
| | the service levels and key performance indicators which must be met by the Supplier in the performance of any Call-off Contract, as more particularly described in Schedule 3 and that Call-off Contract. |
| Services | the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to a Call-off Contract. |
| Supplier Background IPRs | all Intellectual Property Rights that are owned by or licensed to the Supplier and which are or have been developed independently of this framework agreement or any Call-off Contract in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable TACT to receive and use the Services. |
| TACT Affiliate | an Affiliate of TACT. |
| TACT Background IPRs | all Intellectual Property Rights in the Customer Party Materials. |
| TACT Materials | all materials, equipment and tools, drawings, specifications and data supplied by TACT or any TACT Affiliate (as applicable) to the Supplier. |
| Term | the period commencing on the Framework Agreement Commencement Date and ending on the expiry of the Initial Term or, if extended pursuant to clause 3.2, the period ending on the expiry of any extended term, or such earlier date on which the framework agreement terminates in accordance with its terms. |
| TUPE | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/46) (as amended). |
| UK GDPR | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. |
| 1.2 | Clause, schedule and paragraph headings shall not affect the interpretation of this framework agreement or any Call-off Contract. |
| 1.3 | A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). |
| 1.4 | The Schedules form part of this framework agreement and shall have effect as if set out in full in the body of this framework agreement. Any reference to this framework agreement includes the Schedules. |
| 1.5 | A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. |
| 1.6 | A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. |
| 1.7 | Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. |
| 1.8 | Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. |
| 1.9 | Unless expressly provided otherwise in this framework agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. |
| 1.10 | Unless expressly provided otherwise in this framework agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision. |
| 1.11 | A reference to writing or written includes email but not fax. |

- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this framework agreement** or to any other agreement or document is a reference to this framework agreement or such other agreement or document, in each case as varied from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this framework agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. CALL-OFF CONTRACT PROCESS

- 2.1 This framework agreement governs the overall relationship of the parties in relation to the Services provided by the Supplier to TACT and TACT Affiliates, and sets out:
- (a) in this clause 2, the procedure for TACT and TACT Affiliates to request the provision of Services from the Supplier under separate Call-off Contracts; and
 - (b) in Schedule 2, the template call-off contract containing the call-off terms (in addition to the terms in this framework agreement which shall apply to all Call-off Contracts), to be entered into by the Supplier and TACT or any TACT Affiliate.
- 2.2 TACT and TACT Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Available Services from the Supplier and the Supplier undertakes to provide such services in accordance with the Service Levels.
- 2.3 Within 20 Business Days of receipt of a written request from TACT or any TACT Affiliate, the Supplier shall:
- (a) either notify TACT or the TACT Affiliate that it is not able to provide the requested Available Services; or
 - (b) complete the template call-off contract at Schedule 2 and submit the draft call-off contract to TACT or the TACT Affiliate (as applicable) for its written approval. In preparing the draft call-off contract, the Supplier shall calculate the Charges by reference to the agreed charges for the Available Services and complete the pricing schedule as set out in Schedule 4.
- 2.4 A Call-off Contract shall not enter into force, be legally binding or have any other effect unless:
- (a) the Call-off Contract has been signed by the authorised representatives of both parties to it; and
 - (b) as at the date the Call-off Contract is signed, this framework agreement has not been terminated.
- 2.5 Each Call-off Contract:
- (a) shall be entered into by TACT or a TACT Affiliate (as applicable) and the Supplier; and
 - (b) forms a separate contract between its signatories.

3. COMMENCEMENT AND DURATION

- 3.1 This framework agreement commences on the Framework Agreement Commencement Date and shall continue, unless terminated earlier by either party in accordance with clause 11, for the Term.
- 3.2 If TACT wishes to extend the framework agreement beyond the expiry of the Initial Term, it shall give the Supplier at least three months' written notice of such intention prior to the expiry of the Initial Term provided always that TACT shall not be entitled to extend the Initial Term by more than two years (**First Extended Term**). If TACT wishes to extend the framework agreement beyond the expiry of the First Extended Term, it shall give the Supplier at least

three months' written notice of such intention prior to the expiry of the First Extended Term provided always that TACT shall not be entitled to extend the First Extended Term by more than two years (**Second Extended Term**). If TACT wishes to extend the framework agreement beyond the expiry of the Second Extended Term, it shall give the Supplier at least three months' written notice of such intention prior to the expiry of the Second Extended Term provided always that TACT shall not be entitled to extend the Second Extended Term by more than two years.

4. TUPE ON EXIT

The parties do not believe TUPE is applicable when this framework agreement or a Call-off Contract comes to an end (either by expiry or termination).

5. SUPPLY OF SERVICES

5.1 The Supplier shall supply the Services in accordance with the Call-off Contract and this framework agreement.

5.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Call-off Contract, always provided that if no performance dates are so specified the Supplier shall perform the Services within a reasonable time.

5.3 In supplying the Services, the Supplier shall:

- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (b) co-operate with TACT or any TACT Affiliate (as applicable) in all matters relating to the Services, and comply with all reasonable instructions of TACT or any TACT Affiliate (as applicable);
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that it fulfils its obligations under the Call-off Contract and this framework agreement;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Call-off Contract and this framework agreement;
- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set the Call-off Contract and Schedule 3 and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by TACT or any TACT Affiliate (as applicable);
- (f) provide all equipment, tools, and other items required to provide the Services;
- (g) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (h) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of TACT's premises or the premises of any TACT Affiliate (as applicable) or the premises or home of any children who are the beneficiaries of the Services; and
- (i) notify TACT in writing immediately upon the occurrence of a change of control of the Supplier

5.4 The supply of Services under this framework agreement is not an exclusive arrangement. TACT may purchase services that are the same as or similar to the Services from any third party or provide them itself.

6. TACT'S OBLIGATIONS

6.1 TACT shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) provide such access to TACT's (or any TACT Affiliates' (as applicable)) premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with TACT or any TACT Affiliate (as applicable) in writing in advance, for the purposes of the Services;
 - (c) provide such information as the Supplier may reasonably request and TACT or any TACT Affiliate (as applicable) considers reasonably necessary, in order to carry out the Services in a timely manner; and
 - (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the TACT's premises or the premises of any TACT Affiliate or the home of any children who are the beneficiaries of the Services.
- 6.2 If the Supplier's performance of its obligations under the Call-off Contract or this framework agreement is prevented or delayed by any act or omission of TACT or any TACT Affiliate (as applicable) or their agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by TACT or any TACT Affiliate (as applicable) that arise directly or indirectly from such prevention or delay.
- 7. TITLE TO DELIVERABLES AND TACT MATERIALS**
- 7.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall remain with the Supplier provided that a copy of any such Deliverables is delivered to TACT or any TACT Affiliate (as applicable) on the payment of the Charges for them and provided also that the parties comply in relation to the same with any Data Protection Legislation and the data sharing agreement to be entered into in the form annexed at Schedule 6 of this framework agreement. The Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of the transfer of any copy, it will have full and unrestricted rights to transfer all such items to TACT.
- 7.2 All TACT Materials are the exclusive property of TACT or any TACT Affiliate (as applicable).
- 8. INTELLECTUAL PROPERTY**
- 8.1 The Supplier and its licensors shall retain ownership of all Supplier Background IPRs. TACT and its licensors shall retain ownership of all TACT Background IPRs and TACT shall own all Foreground IPRs.
- 8.2 The Supplier grants TACT, or shall procure the direct grant to TACT of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Supplier Background IPRs for the purpose of receiving and using the Services and the Deliverables in its business.
- 8.3 TACT may sub-license the rights granted in paragraph 8.2:
- (a) to other TACT Affiliates and customers;
 - (b) , subject to their entering into appropriate confidentiality undertakings, to third parties for the purpose of TACT's receipt of services similar to the Services.
- 8.4 The Supplier assigns to TACT, with full title guarantee and free from all third party rights, the Foreground IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPRs.
- 8.5 TACT grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Foreground IPRs and the TACT Background IPRs for the term of any particular Call-off Contract for the purpose of providing the Services to TACT in accordance with that Call-off Contract.
- 8.6 The Supplier shall, promptly at TACT's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as TACT may from time to time require for the purpose of securing for TACT the full benefit of any Call-off Contract, including all rights, title and interest in and to the Foreground IPRs.

- 8.7 The Supplier shall obtain waivers of any moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of TACT and its licensees, sub-licensees, assignees and successors in title to the Deliverables.
- 8.8 The Supplier warrants that the receipt, use and onward supply of the Services by TACT and its licensees and sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 8.9 The Supplier shall not be in breach of the warranty at paragraph 8.8, and TACT shall have no claim under the indemnity at paragraph 8.10, to the extent the infringement arises from:
- (a) any modification of the Deliverables, Supplier Background IPRs, Foreground IPRs or Services, other than by or on behalf of the Supplier; or
 - (b) compliance with TACT's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify TACT if it knows or suspects that compliance with such specification or instruction may result in infringement.
- 8.10 The Supplier shall indemnify TACT against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by TACT arising out of or in connection with any claim brought against TACT for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables, provided always that the Supplier's total liability under this clause 8.10 shall not exceed £2,000,000 (two million pounds).
- 9. LIMITATION OF LIABILITY**
- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with this framework agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in this framework agreement shall limit or exclude the Supplier's or TACT's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 9.3 Subject to clause 9.2 (Liabilities which cannot legally be limited):
- (a) neither party to this framework agreement shall have any liability to the other party for any indirect or consequential loss arising under or in connection with this framework agreement;
 - (b) the Supplier's total liability to TACT arising under or in connection with this framework agreement shall be limited to £1,000,000 (one million pounds); and
 - (c) TACT's total liability to the Supplier arising under or in connection with this framework agreement shall be limited to £1,000,000 (one million pounds) .
- 9.4 TACT accepts no liability for the performance by any TACT Affiliate of any Call-off Contract entered into by such TACT Affiliate.

10. DATA PROTECTION

- 10.1 The parties agree that TACT and the Supplier are controllers for the purposes of the Data Protection Legislation.
- 10.2 The parties agree to ensure that any processing of personal data required to fulfil the terms of this framework agreement is carried out in accordance with the Data Protection Legislation and the parties undertake to enter into a data sharing agreement in the form annexed at Schedule 6 of this framework agreement.

11. TERMINATION OF FRAMEWORK AGREEMENT

- 11.1 Without affecting any other right or remedy available to it, either party may terminate this framework agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this framework agreement and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this framework agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this framework agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the other party 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 other party's assets and such attachment or process is not discharged within 14 days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (c) to clause (j) (inclusive);

- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this framework agreement is in jeopardy; or
- (n) there is a change of control of the other party.

12. TERMINATION OF CALL-OFF CONTRACT

12.1 Without affecting any other right or remedy available to it, either party to this Call-off Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Call-off Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Call-off Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Call-off Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Call-off Contract;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) a creditor or encumbrancer of the other party 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 other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (d) to (k) (inclusive);

- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (n) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this framework agreement is in jeopardy; or
 - (o) there is a change of control of the other party.
- 12.2 Without affecting any of its rights or remedies, either party may terminate any Call-off Contract on giving not less than one months' written notice to the other.

13. SURVIVAL

- 13.1 On termination (or expiry) of this framework agreement, howsoever arising, each Call-off Contract then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Call-off Contract, unless terminated earlier in accordance with the terms of such Call-off Contract.
- 13.2 The termination of any Call-off Contract shall not affect any other Call-off Contracts or this framework agreement.
- 13.3 For the avoidance of doubt, on termination (or expiry) of this framework agreement or any Call-off Contract, howsoever arising, TACT will pay for any Deliverables or sessions that TACT or any TACT Affiliate (as applicable) chooses to cancel. No payment will be made by TACT or any TACT Affiliate (as applicable) for any Deliverables or sessions cancelled by the Supplier.
- 13.4 On termination of the framework agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Limitation of liability), clause 13 (Survival), clause 14 (Confidentiality), clause 34 (Governing law), clause 33 (Dispute resolution) and clause 35 (Jurisdiction).
- 13.5 Termination of this framework agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time during this framework agreement, and for a period of six years after termination or expiry of this framework agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or any member of the group of companies to which the other party belongs, except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this framework agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this framework agreement.

15. CONTRACT MANAGEMENT

- 15.1 As soon as practicable following the Framework Agreement Commencement Date, each party shall nominate a Contract Manager who will have authority to act on its behalf and

contractually bind it in respect of all matters relating to the performance of this framework agreement. The first Contract Managers are listed in Schedule 5 and Contract Manager for TACT shall be its Health Commissioning and Performance Manager. The Contract Managers will co-ordinate and manage the operation of the framework agreement and work with each other to address any problems that arise in connection with the framework agreement.

- 15.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Contract Manager throughout the term of this framework agreement, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 15.3 The Contract Managers shall meet at not less than quarterly intervals to monitor and review the performance of this framework agreement. Meetings will follow a set agenda with a focus on quality assurance and performance management. Prior to meetings taking place, TACT's Contract Manager will seek feedback from area teams who have accessed services from the Supplier.
- 15.4 The Supplier shall submit anonymised data on a quarterly basis to TACT in such form as shall be confirmed in writing by TACT which monitors progress and performance towards agreed key performance indicators. A template for providing this data, together with confirmation of such key performance indicators, data requirements and quarterly dates for submission will be provided to the Supplier as soon as reasonably practicable following the Framework Agreement Commencement Date.
- 15.5 Concerns relating to quality can be raised at any time by either the Supplier, TACT or third-party individuals directly related to the team around the child to whom service are provided under any Call-off Contract. Where this occurs, it is expected that all parties involved will work together to explore the issues raised and seek to identify a suitable resolution.
- 15.6 As this framework agreement evolves over time, the approach to contract management could change. If TACT identifies changes that are required, the Supplier will be consulted and given the opportunity to influence any final decisions made.
- 15.7 The Health Commissioning and Performance Manager from TACT may undertake quality assurance visits and case file audits as part of quality assurance processes. Suppliers are required to facilitate these visits, recognising quality assurance is an opportunity for learning and continuous improvement.
- 15.8 At each meeting, the parties shall agree a plan to address any problems identified in the performance of the framework agreement. If any problem remains unresolved, or there is a failure to agree on the plan, the procedures set out in clause 17 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 15.9 TACT may increase or decrease the frequency of meetings and the extent to which it monitors the performance of the framework agreement based on perceived risks or in the event that the Supplier fails to meet the Service Levels or fails to fulfil its other obligations under this framework agreement. TACT shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by TACT pursuant to this clause 15.9.

16. CHARGES AND PAYMENT

- 16.1 In consideration for the provision of the Services, TACT or the TACT Affiliate (as the case may be) shall pay the Supplier the Charges as set out in each Call-off Contract. The Charges shall be paid in pounds sterling.
- 16.2 The Supplier shall complete the pricing schedule in the format set out in Schedule 4 before the commencement of any Call-off Contract and such schedule shall be subject to the written approval of TACT, in accordance with clause 2.3.
- 16.3 Unless otherwise agreed in the Call-off Contract, the Supplier shall invoice the Charges to TACT or the TACT Affiliate (as the case may be) in arrears and each invoice shall include all supporting information reasonably required by TACT Party to verify the accuracy of the invoice including (but not limited to):

- Supplier's name
 - Supplier's address
 - VAT registration number (if applicable)
 - Date invoice submitted
 - The date of Services supplied
 - A breakdown of Goods / Services supplied
 - Amounts being invoiced, including VAT amounts.
 - Addressed to TACT (Innovation House, Coniston Court, PO Box 137, Blyth, NE24 9FJ) Invoice Date
 - Invoice number (unique invoice identifier)
 - Goods/Services being invoiced for
 - Payment Terms
 - Due date
 - Bank details (account name, sort code and account number)
 - Email address (for remittance advices)
 - Any other relevant documentation (if applicable).
- 16.4 Invoices may be submitted by the Supplier electronically in PDF, JPEG, JPG, PNG, TIFF or TIF format only (TACT's preference is for a PDF format) and should be sent via e-mail to the person / e-mail address identified in the applicable Call-off Contract.
- 16.5 Charges may only be increased with the written agreement of TACT or the TACT Affiliate (as the case may be) and provided always that any increase does not exceed any percentage increase in the Consumer Prices Index during the previous year. The Supplier may request an increase in the Charges after the first anniversary of the Framework Agreement Commencement Date and no more than once in any 12-month period, provided always that such request includes supporting evidence and explanations to account for the increases being requested and any increase agreed to by TACT or the TACT Affiliate (as the case may be) shall not apply to live Call-off Contracts but only to new Call-off Contracts entered into after any agreed increase. The Supplier shall give TACT or the TACT Affiliate (as the case may be) written notice of any requested increase not less than 3 months before any anniversary of the Framework Agreement Commencement Date.
- 16.6 TACT or the TACT Affiliate (as the case may be) shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 16.7 All amounts payable by TACT or the TACT Affiliate (as the case may be) are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under this Call-off Contract by the Supplier to TACT or the TACT Affiliate (as the case may be), TACT or the TACT Affiliate (as the case may be) shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 16.8 If TACT or the TACT Affiliate (as the case may be) fails to make any payment due to the Supplier under this Call-off Contract by the due date, then, without limiting the Supplier's remedies in this framework agreement, TACT or the TACT Affiliate (as the case may be) shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 16.9 The Supplier shall maintain complete and accurate records of the Services provided under this Call-off Contract (and the time spent and materials used by the Supplier in providing such Services), sufficient to enable TACT or the TACT Affiliate (as the case may be) to verify the accuracy of any invoices submitted pursuant to this Call-off Contract. The Supplier shall allow TACT or the TACT Affiliate (as the case may be) or its representatives to inspect and take copies of such records at all reasonable times and with reasonable notice on request.
- 16.10 All amounts due under this Call-off Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 17. CHANGE CONTROL**
- 17.1 Either party may submit a written request for Change to the other party in accordance with this clause 17, but no Change will come into effect until a Change Control Note has been signed by the parties' respective Contract Managers.
- 17.2 If TACT requests a Change:
- (a) TACT will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and
 - (b) within 20 Business Days of receipt of a request, the Supplier will, unless otherwise agreed in writing by the parties, send to TACT a Change Control Note.
- 17.3 If the Supplier requests a Change, it will send to TACT a Change Control Note.
- 17.4 A Change Control Note must contain sufficient information to enable TACT to assess the Change, including as a minimum:
- (a) the title of the Change;
 - (b) the originator of the Change and date of request;
 - (c) description of the Change;
 - (d) details of the effect of the proposed Change on:
 - (i) the Available Services;
 - (ii) the Service Levels;
 - (iii) the Charges;
 - (iv) any systems or operations of TACT which communicate with, or are otherwise affected by, the Available Services; and
 - (v) any other term of this framework agreement;
 - (e) the date of expiry of validity of the Change Control Note; and
 - (f) provision for signature by TACT and the Supplier.
- 17.5 If, following TACT's receipt of a Change Control Note pursuant to clause 17.2 or clause 17.3:
- (a) the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this framework agreement; and
 - (b) either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.
- 17.6 Each party will bear its own costs in relation to compliance with the Change Control Procedure.
- 18. AUDIT**
- 18.1 The Supplier shall allow TACT or any TACT Affiliate (as applicable) (or their professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify

that the Charges and any other sums charged to TACT under this framework agreement are accurate.

- 18.2 Subject to the Supplier's confidentiality obligations, the Supplier shall provide TACT or any TACT Affiliate (as applicable) (or their professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 18.3 TACT or any TACT Affiliate (as applicable) shall provide at least 10 Business Days' notice of its intention to conduct an audit and any audit shall be conducted during normal business hours.
- 18.4 TACT or any TACT Affiliate (as applicable) (or their professional advisers) shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

19. INSURANCE

- 19.1 During the term of this framework agreement (and, in the case of professional indemnity insurance, for a period of six years after the expiry or termination of this framework agreement), the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £2,000,000 (two million pounds) and, in addition, the following insurance at not less than the following amounts and shall, on TACT's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premium:
 - (a) employer liability insurance (where the Supplier has any employees) - £5,000,000 (five million pounds);
 - (b) public liability insurance - £5,000,000 (five million pounds);
 - (c) medical malpractice insurance - £5,000,000 (five million pounds); and
 - (d) sexual misconduct and molestation liability insurance - £5,000,000 (five million pounds).

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 In performing its obligations under this framework agreement and any Call-off Contract, the Supplier shall comply with:
 - (a) the Applicable Laws; and
 - (b) the Mandatory Policies.
- 20.2 The Supplier will inform TACT as soon as it becomes aware of any changes in the Applicable Laws.

21. VARIATION

No variation of this framework agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

- 22.1 A waiver of any right or remedy under this framework agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.2 A failure or delay by a party to exercise any right or remedy provided under this framework agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this framework agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 A party that waives a right or remedy provided under this framework agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

23. RIGHTS AND REMEDIES

Except as expressly provided in this framework agreement, the rights and remedies provided under this framework agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. SEVERANCE

24.1 If any provision or part-provision of this framework agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this framework agreement.

24.2 If any provision or part-provision of this framework agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. ENTIRE AGREEMENT

25.1 This framework agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this framework agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this framework agreement.

26. ASSIGNMENT AND OTHER DEALINGS

26.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this framework agreement or any Call-off Contract without the prior written consent of TACT.

26.2 TACT or any TACT Affiliate (as applicable) may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this framework agreement or any Call-off Contract provided that it gives prior notice to the Supplier.

26.3 For the avoidance of doubt, the Supplier shall not subcontract any or all of its obligations under this framework agreement or any Call-off Contract without the prior written consent of TACT.

27. NO PARTNERSHIP OR AGENCY

27.1 Nothing in this framework agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

28. THIRD PARTY RIGHTS

28.1 Unless it expressly states otherwise, this framework agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

28.2 The rights or the parties to rescind or vary this framework agreement are not subject to the consent of any person.

29. NOTICES

29.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the following e-mail addresses:

TACT: accountsandfinance@tactcare.org.uk

Supplier: [E-MAIL ADDRESS]

29.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

29.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30. COUNTERPARTS

30.1 This framework agreement and any Call-off Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

30.2 Transmission of an executed counterpart of this framework agreement or any Call-off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this framework agreement or any Call-off Contract.

30.3 No counterpart shall be effective until each party has provided to the others at least one executed counterpart.

30.4 Where a party executes/enters into this framework agreement or any Call-off Contract by electronic signature (whatever form the electronic signature takes) each party to this framework agreement or any Call-off Contract (as the case may be) agrees that this method of execution is as conclusive of the executing party's intention to be bound by this framework agreement or any Call-off Contract (as the case may be) as if executed by manuscript signature.

31. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that TACT may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this framework agreement by the Supplier. Accordingly, TACT shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this framework agreement.

32. FORCE MAJEURE

32.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - (f) collapse of buildings, fire, explosion or accident;
 - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and
 - (h) interruption or failure of utility service.
- 32.2 Provided it has complied with clause 32.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this framework agreement or any Call-off Contract (as the case may be) by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this framework agreement or any Call-off Contract (as the case may be) or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 32.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 32.4 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the framework agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 32.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this framework agreement by giving two weeks' written notice to the Affected Party.

33. DISPUTE RESOLUTION PROCEDURE

- 33.1 If a dispute arises out of or in connection with this framework agreement, any Call-off Contract or the performance, validity or enforceability of them (**Dispute**), then, except as expressly provided in this framework agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Contract Managers of each of the parties shall attempt in good faith to resolve the Dispute;
 - (b) if the Contract Managers of each of the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Value Officer of TACT and the [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it;
 - (c) if the Chief Value Officer of TACT and the [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 10 days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation;
 - (d) if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 10 Business

Days from the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them; and

- (e) unless otherwise agreed between the parties, the mediation will start not later than 30 Business Days after the date of the ADR notice.

33.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

33.3 If for any reason the Dispute is not resolved within 20 Business Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 34 of this framework agreement.

34. GOVERNING LAW

This framework agreement and any Call-Off Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

35. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this framework agreement or any Call-off Contract (as the case may be) or their subject matter or formation.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

SCHEDULE 1

TACT Strategy Information

1.1. General

- 1.1.1. Founded in 1993, The Adolescent and Children's Trust (TACT) is the UK's largest non-profit Independent Fostering Agency (IFA), operating in England, Scotland and Wales. In addition to providing fostering families for children, TACT also campaigns on behalf of children and young people in care, carers, their families and adoptive families across the UK.

The needs of looked after children are complex. Typically, they present with a range of psychological and mental health needs stemming from their unique experiences. Whilst trauma, loss and attachment disruption are ubiquitous, this population is also significantly more likely to present with neurodevelopmental and cognitive vulnerabilities (e.g. FASD, ASD, ADHD, ID, learning and language disorders), family histories of major mental illness, mental health difficulties, mood, emotion and behavioural dysregulation, and impulse control and behavioural disorders. Often these difficulties are expressed as 'distressed behaviours' which, at times, can present as a risk to self or others and thereby undermine attempts to provide the children with a secure base from which to recover from their early adversities.

- 1.1.2. To meet the complex and diverse needs of children looked after in foster care, it is imperative that children and carers can access specialist input to ensure that their underlying needs and vulnerabilities are properly identified, understood and responded to with access to a broad range of effective interventions.
- 1.1.3. This specification is for the provision of psychological and mental health services provided by suppliers who have the right infrastructures, skills, experience, knowledge, facilities and resources in place to support the children, young people and care experienced adults we care or have cared for.

1.2. Background

- 1.2.1. In August 2023, following a significant review of the organisation during 2021 and 2022, TACT launched their 2023-2028 Strategic Plan. This work resulted in the organisation's mission statement, vision and values being revised to ensure that they supported TACT's key goals.

- 1.2.2. TACT's **Mission Statement**, "*Creating Better Lives for Children, young people and care experienced adults*", is underpinned by **7 key goals**:

- Great Outcomes: Deliver the best possible outcomes for our children.
- Outstanding People: Supporting our staff and foster carers to deliver the best possible childhoods.
- Innovate: A culture of developing and delivering successful services.
- Be The Best: Be the first-choice foster care agency.
- Speak Up: Advocate for our children, young people and care experienced adults, and encourage them to speak up for themselves.
- A Community for Life: We will be there for our care experienced people lifelong.

- **Generate a Surplus:** Have a strong and sustainable financial position, so that we can invest in our children and care experienced adults.

1.3. Values

- 1.3.1. TACT's values are at the heart of the organisation, guiding staff and foster carers to make the right decisions to achieve great outcomes for children and young people.
- **Child and People Centred** – We will ensure our decision making is in the best interests of children who are in our care and care experienced people we remain connected to. We will look after our carers and colleagues' wellbeing and development to ensure they are able to provide the best possible care to our children, young people and adults.
 - **Charitable and Fair** - We will provide a safe and trusting environment, where people can connect and support one another by building meaningful long-term relationships that can flourish. We will work to include the views, feelings and thoughts of all those that work with us, particularly those who may be marginalised.
 - **Connected and Inclusive** - We will reinvest our funds into support and services that directly and positively impact the outcomes for children and young people to achieve better lives. We will be an organisation that is fair, courageous and transparent to all.
 - **Caring and Compassionate** - We will provide the best care for our children, young people, care experienced adults, foster carers and staff. We will show compassion and empathy in our approach and behaviours.

1.4. Aims

- 1.4.1. The aim of the contract, as set out in the TACT Health Commissioning Strategy 2024, is to ensure all children and young people have access to appropriate mental health services if, and when, they need them.

1.5. Expected Outcome

- 1.5.1. Improved emotional wellbeing, resilience and self-esteem for children and young people.
- 1.5.2. Children, young people and their foster carers have access to a variety of psychological, mental health and wellbeing provisions which best meet the presenting needs.
- 1.5.3. Children and young people feel well supported and are happy with the service they receive.
- 1.5.4. Children and young people, foster carers, professionals across TACT and the wider team around children feel that communication from suppliers is good and that they are well informed about what will happen when a request for support is accepted.
- 1.5.5. Reduction in placement breakdown's where distressed behaviours, undiagnosed neurodivergence and unmet mental health needs are a primary contributing factor.
- 1.5.6. Children and young people have a clear and robust plan which has SMART and measurable objectives and outcomes identified.

1.6. Scope

- 1.6.1. TACT has 9 fostering teams which operate across the following three Nations of the UK:
- West Midlands
 - East Midlands
 - East London

- London and the South
- North West
- South West
- Scotland
- Wales
- Yorkshire and the North East

In addition to the 9 fostering teams operating under TACT, in 2024 the organisation also acquired Foster Care Values, a highly regarded independent fostering agency which operated across the North Wales region. Whilst owned by TACT, Foster Care Values continues to operate under its independent name and retains its distinct identity.

To ensure a diverse level of provision is available, suppliers accepted to participate in the framework can operate in specific areas or across the whole of TACT's regions, as long as they meet the necessary devolved government legislative requirements and registrations for providing psychological and mental health services.

- 1.6.2. Interventions may be delivered and accessed virtually, in-person or a mixture of both, with decisions made based on the best interest of the child or young person.

1.7. Strategic Relevance

- 1.7.1. This specification has been developed following extensive research and analysis of national and local data relating to the mental health needs of children and young people looked after.

- 1.7.2. As indicated already, the needs of looked after children are complex. Typically, they present with a range of psychological and mental health needs stemming from their unique experiences. Whilst trauma, loss and attachment disruption are ubiquitous, this population is also significantly more likely to present with neurodevelopmental and cognitive vulnerabilities (e.g. FASD, ASD, ADHD, ID, learning and language disorders), family histories of major mental illness, mental health difficulties, mood, emotion and behavioural dysregulation, and impulse control and behavioural disorders. Often these difficulties are expressed as 'distressed behaviours' which, at times, can present as a risk to self or others and thereby undermine attempts to provide the children with a secure base from which to recover from their early adversities.

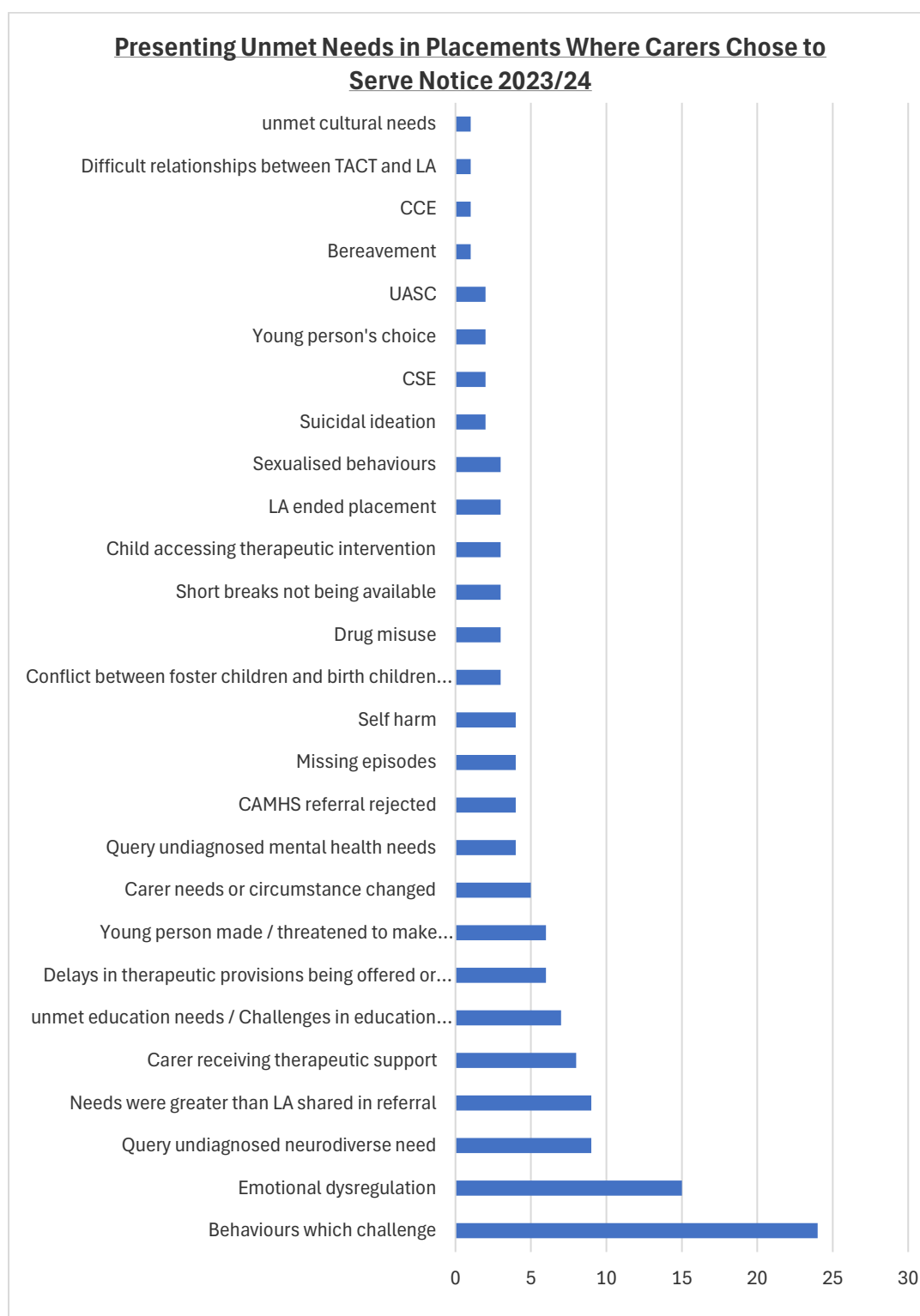
- 1.7.3. Research suggests that due to their adverse experiences prior to coming into care, 45% of all children looked after have a diagnosable mental health disorder, compared to 10% of children in the general population. Approximately 70% of all children looked after present with needs which causes concern for their mental health. (<https://www.nice.org.uk/guidance/ph28>)

- 1.7.4. Existing mental health services across all 3 nations are struggling to meet an increased demand for specialist psychological assessment and mental health support for children and young people, despite financial investment by respective government bodies.

The chart on the following page explores the presenting unmet needs in TACT placement endings where carers chose to "serve notice" in 2023/24. We can see that the most significant need was behaviours which carers felt unable to manage, which the NHS would describe as behaviours which *"puts them or those around them (such as their carer) at risk or leads to a poorer quality of life."*

- 1.7.5. Placing children with complex needs into foster care can be difficult and increasingly, due to the levels of risk, local authorities are being forced to place children into residential settings due to a lack of sufficient fostering environments to support highly distressed children and young people. There is an urgent need for Independent Fostering Agencies to develop

appropriate support options for children and young people to help local authorities address this challenge.



SCHEDULE 2
Template Call-Off Contract

Section 1 – Party Details

| | | |
|------------|------------------------------|--|
| 1.1 | TACT / TACT Affiliate | |
| | Key Contact | |
| | Job Title | |
| | Contact Address | |
| | Contact Telephone Number | |
| | Contact Email Address | |

| | | |
|------------|--------------------------|--|
| 1.2 | Supplier | |
| | Key Contact | |
| | Job Title | |
| | Contact Address | |
| | Contact Telephone Number | |
| | Contact Email Address | |

Section 2 - Child / Young Person's Information

| | | |
|------------|-----------------------------|--|
| 2.1 | Child / Young Person | |
| | Surname | |
| | Forename | |
| | Known as (if applicable) | |
| | Date of Birth | |
| | Gender | |
| 2.2 | Foster Carer(s) | |
| | Name(s) | |
| | Contact Address | |
| | Contact Telephone Number | |
| | Contact Email address | |

Section 3 – Other Relevant Contacts

| | | |
|------------|--|--|
| 3.1 | Local Authority Social Worker | |
| | Name | |
| | Contact Telephone Number | |
| | Contact Email Address | |
| 3.2 | Supervising Social Worker | |
| | Name | |
| | Contact Telephone Number | |
| | Contact Email Address | |
| 3.3 | Commissioning Manager (TACT / TACT Affiliate) | |
| | Name | |
| | Contact Telephone Number | |
| | Contact Email Address | |
| 3.4 | Finance Manager / Invoicing (TACT / TACT Affiliate) | |
| | Name | |
| | Contact Telephone Number | |
| | Contact Email Address | |
| 3.5 | Finance Manager / Invoicing (Supplier) | |
| | Name | |
| | Contact Telephone Number | |
| | Contact Email Address | |

Section 4 – Services & Finances

| | | |
|------------|--|----------|
| 4.1 | Provisions Required | |
| | Lot 1 – Assessment | Yes / No |
| | Lot 2 – Therapeutic Provisions (regulated) | Yes / No |
| | Lot 3 – Wellbeing Provisions | Yes / No |
| | Lot 4 – Second Opinion / Advocacy | Yes / No |

| 4.2 | Specific Service Requirements | Start Date | Review Date (if applicable) | Agreed Price |
|-----|-------------------------------|------------|--------------------------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Total Agreed Price | | | |

4.3 Where services are to be provided continuously for more than one calendar month, invoices should be submitted monthly in arrears. In all other instances, invoices should be submitted following successful completion of the services set out above. Invoices should be sent to the Finance Manager / Invoice contact referenced to in section 1.1.

4.4 TACT / TACT Affiliate has no obligation to pay any charges to the Supplier more than the price stated in section 4.1 unless the amount in question has first been agreed in writing by TACT /TACT Affiliate and detailed on a written amendment to a Call-off Contract.

Section 5 – Key Performance Indicators

| 5.1 | Agreed Outcomes |
|-----|-----------------|
| | |
| | |
| | |
| 5.2 | Agreed Outputs |
| | |
| | |
| | |

Section 6 – Authorised Signatories to the Agreement / Approval for Funding

| 6.1 | TACT / TACT Affiliate |
|-----|-----------------------|
| | Name |
| | Role |
| | Date |
| | Signature |

| | | |
|------------|-----------------|--|
| 6.2 | Supplier | |
| | Name | |
| | Role | |
| | Date | |
| | Signature | |

Section 7 – Amendments and Variations

| | |
|------------|--|
| 7.1 | Amendments and Variations to the Call-off Contract must be made in writing by the requesting party and agreed by both the purchaser and supplier in advance to the variation to the Call-off Contract taking effect. |
|------------|--|

SCHEDULE 3

Available Services

- (A) This Schedule outlines the provision of **psychological, mental health, and wellbeing services** for children and young people in foster care under the care of The Adolescent and Children's Trust (TACT).
- (B) The aim is to address the complex needs of children looked after (CLA), who often experience trauma, attachment disruptions, and neurodevelopmental challenges. The contract is divided into four service lots:
- **Lot 1: Assessment and formulation:** A comprehensive, holistic, evaluation of a looked after child's developmental, emotional, behavioural, psychological and mental health need by specialist practitioners using specialist assessment protocols leading to a detailed formulation and care plan (or diagnosis).
 - **Lot 2: Speciality Therapeutic/Treatment Provisions:** Delivery of evidence-based psychological and mental health treatments by accredited and appropriately trained professionals tailored to meet the needs of looked after children in foster care.
 - **Lot 3: Wellbeing Provisions:** Non-clinical interventions and activities designed to promote general mental, emotional and social wellbeing and health lifestyles but do not constitute formal therapy.
 - **Lot 4: Health Advocacy/Second Opinion:** Provision of independent support to ensure that looked after children in foster care have their views, wishes and rights represented in all matters affecting their psychological and mental health. This includes accessing second opinions on diagnosis and treatment when requested.
- (C) These lots will ensure comprehensive support tailored to individual needs. Suppliers must adhere to strict professional standards, legislative requirements, and quality assurance processes to deliver effective interventions.
- (D) Key objectives include improving emotional wellbeing, reducing distress behaviours, preventing placement breakdowns, and ensuring children have access to appropriate mental health services. The contract emphasises collaboration with foster carers, multidisciplinary teams, and adherence to safeguarding and data protection laws. Suppliers are required to provide evidence-based interventions, regular monitoring, and detailed reporting to ensure measurable outcomes.

1. Introduction

1.1. General

- 1.1.1 The contract will deliver psychological, mental health and wellbeing provisions to children cared for by TACT. This service specification is generic and is written to cover the full range of applied psychological practice, mental health and wellbeing provisions which will be required.
- 1.1.2 The specific outcomes and service requirements for each "call off" from the specification will be set out in the Individual Service Agreement (ISA).

- 1.1.3 The overall requirement of this agreement is that children and young people have access to a range of psychological and therapeutic interventions which can assess, understand and respond to the needs presented.
- 1.1.4 For provisions operating in England and Wales, the supplier will act in accordance with the guidance contained in Working Together to Safeguard Children 2023, or any version that supersedes this.
- 1.1.5 For provisions operating in Scotland, the supplier will act in accordance with the guidance contained in the National Guidance for Child Protection in Scotland 2021 – updated 2023, or any version that supersedes this.
- 1.1.6 All suppliers will be expected to follow and act in accordance with relevant legislation and guidance. This includes, but is not limited to:
- The Mental Health Act 1983
 - The Mental Health (Amendment) Act 2007
 - The Mental Health (Care and Treatment) (Scotland) Act 2003
 - The Children Act 1989 and 2004 (England & Wales)
 - Children and Families Act 2014 (England and Wales)
 - The Children and Young People (Scotland) Act 2014
 - Social Services and Wellbeing (Wales) Act 2014
 - The Health and Care Act 2022 (England)
 - Health and Social Care (Quality and Engagement) (Wales) Act 2020
 - Health and Care (staffing) (Scotland) Act 2019
 - The Scottish Intercollegiate Guidelines Network (SIGN) (Scotland)
 - The United Nations Convention on the Rights of the Child (UNCRC) (Incorporation) (Scotland) Act 2024
 - The Equality Act 2010
 - The Equality Act 2010 (Statutory Duties) (Wales) Regulations 2011
 - The UN Convention on the Rights of the Child
 - The “Future in Mind” Report (2015) (England and Wales only)
 - Safeguarding Vulnerable Groups Act 2006 (England and Wales)
 - Protection of Vulnerable Groups (Scotland) Act 2007
- 1.1.7 There are numerous other professional documents and guidelines including but not limited to those from NICE documents, SIGN and professional bodies such as the British Psychological Society (BPS), Royal College of Psychiatrists (RCPsych), Association of Child Psychotherapists (ACP) which provide guidance for services relating to children and young people. It is expected that all suppliers are fully compliant with existing and newly developed guidance in general terms but also relevant to their specific geographical regions. A key selection of the relevant guidance documents is provided within the appendices of this specification.
- 1.1.8 All suppliers operating under this specification must have regard to the responsibilities and standards set by independent scrutiny bodies. In England, Ofsted functions to inspect and regulate services, particularly those that care for children and young people. In Scotland, The Care Inspectorate Scotland fulfils this role and in Wales it is the Care Inspectorate Wales. All suppliers are expected to comply with reasonable requests for information if required by TACT which can be presented to Ofsted or the respective Care Inspectorate to evidence and demonstrate the impact and outcomes being achieved. Suppliers will only be required to provide information in line with data protection and confidentiality legislation.
- 1.1.9 If the interventions being supplied can only be provided by those professionals whose title would be defined as “protected” by the Health and Care Professionals Council (HCPC), the individual or organisation must be appropriately registered with the HCPC as a minimum. This includes, but is not limited to the following:

- Art Therapy
 - Art Psychotherapy
 - Drama Therapy
 - Music Therapy
 - Applied Psychology
 - Speech and Language Therapy
 - Occupational Therapy
- 1.1.10 For all other suppliers whose practice or role is not governed by the HCPC guidance on protected titles, there is a requirement that they be registered with their respective professional body (e.g. GMC, NMC) or body which is accredited by the Professional Standards Agency. Registration will need to be maintained by the supplier for the life of the contract for them to remain eligible to participate. Appropriate evidence will need to be provided to TACT at each renewal point.
- 1.1.11 All practitioners approved to participate within this contract should be trained and accredited in their respective therapeutic modalities and must be experienced in working with children in care, trauma and attachment issues.
- 1.1.12 All practitioners and suppliers operating under this framework must receive regular supervision as per their practice standards and must maintain relevant CPD activities to meet the needs of our population including in areas such as in trauma informed care, safeguarding and child development. They should have experience working with children and young people, particularly those with developmental and complex trauma histories.
- 1.1.13 Suppliers must maintain appropriate staffing ratios to ensure highly competent and individualised attention and therapeutic support for the children and young people accessing support via this contract.
- 1.1.14 Where services are being provided by an organisation, as opposed to an individual, full safer recruitment practices must be adhered to and evidenced upon request.
- 1.1.15 Where interventions are taking place face to face, the environments should be welcoming, secure and suitable for children and young people. This includes having comfortable and appropriately resourced spaces for assessment and therapeutic sessions.
- 1.1.16 Suppliers and practitioners must maintain appropriate emotional and professional boundaries to protect the child or young person and themselves.
- 1.1.17 All information shared by the child or young person, their foster carers or team around the child should be kept confidential, except in cases where disclosure is required by law for safeguarding or child protection purposes.
- 1.1.18 Suppliers must have robust policies and procedures which govern the administration of the organisation and services provided. These should include, but are not limited to:
- **Leadership and management**
 - Staff supervision and line management
 - Regular clinical supervision of practitioners (if appropriate)
 - Registration with relevant professional body e.g. HCPC, GMC, NMC or Professional Standards Authority Accredited Register e.g. ACP, BACP or BAPT.
 - Staff appraisals
 - Records Management
 - Complaints
 - Confidentiality, Data Protection and Freedom of Information
 - Code of Conduct (incl. financial transactions, use of ICT equipment and accepting gifts etc.)
 - Business Risk / Continuity Plan
 - Crisis Contingency Plans

- Internal Quality monitoring and quality assurance policies and procedures
- **Health and Safety, including;**
 - Risk Assessments
 - Fire Safety / prevention
 - Accidents and incidents, including reporting and recording
 - Equipment safety checks
 - Manual Handling
 - Lone and isolated working.
- **Recruitment and Selection, including;**
 - Job specifications with qualifications and experience appropriate to the roles and responsibilities being undertaken
 - Requirements of disclosure of criminal convictions (exempt from the rehabilitation of Offenders Act 1974)
 - Disclosure and Barring Service or Protecting Vulnerable Groups Checks which have been issued within the last three years. There is a preference for suppliers operating in England and Wales to be registered with the DBS Update Service.
 - Policy statement of the recruitment of ex-offenders
 - Obtaining 2 references, one of which should be the potential employees last permanent employer
 - Formal interview and selection arrangements (including exploration of gaps in a potential employees employment history)
 - Adherence to vetting and barring guidance.
- **Safeguarding, including allegations against staff**
- **Whistleblowing**
- **Counter terrorism and Prevent**

1.1.19 Suppliers will comply with all relevant legislation and guidance with regards to recording information, in particular with Data Protection Acts, and comply with requirements to keep records for an appropriate period. Retention periods should be published and provided if requested.

1.1.20 In all instances of service delivery, suppliers will ensure that plans for children and young people include appropriate risk management and crisis planning. This information should be appropriately shared with children and young people, foster carers and any other relevant member of the team around the child.

1.1.21 Suppliers shall have in place an effective complaints and compliments procedure which will be maintained for the lifetime of the contract. The procedure must be visible and accessible. Complaints and compliments will be reportable to TACT on a quarterly basis.

1.2. **Lot 1 – Assessment**

1.2.1 This aspect of the specification will outline the requirements for a psychological assessment service specifically designed for children and young people living in foster care. The service will provide comprehensive psychological assessments using an evidence based, multi-modal, multi-informant based approach, which integrates information from multiple sources (e.g., medical, psychological, educational, and social history) to understand the child or young person's psychological difficulties and strengths and which produces a formulation. This service will help identify emotional, behavioural, and cognitive challenges, as well as assess the impact of trauma, attachment disruptions, and other factors on the child's well-being.

Suppliers will be expected to gather information from multiple sources to create an in-depth understanding of the child or young person's presenting difficulties. Sources of information should allow for biological, psychological, and social factors influencing the child's behaviour, emotions, and development to be considered. Children must consent and be properly informed regarding the assessment, its purpose, outcome and how it will be used in their care plan. It is essential to work collaboratively as possible. Providers will be

expected to describe their typical approach to assessment with reference to different methods and modalities of information gathering. This may include, but is not limited to:

- Medical professionals such as GP, health visitor, school nurse, local authority designated nurse for CLA, wellbeing and mental health practitioners
- The local authority individuals such as social worker, behaviour specialist, education psychologists and youth justice workers.
- Education staff, including teaching and non-teaching roles. Also considering range of educational periods from early years to college education providers.
- Biological family members, where appropriate and in agreement with the local authority.
- Existing and previous carers, including any individuals who provided private fostering arrangements.
- The child or young person, if they are willing to engage and it is deemed appropriate by the team around the child.

1.2.2 Psychological formulation involves:

- Identifying any consistent patterns in the child or young person's emotional, cognitive and behavioural functioning with a focus on exploring how their past experiences (e.g. abuse, trauma, care history) shape and influence their current presentations.
- Exploring how the child or young person's current environment, care givers, peer relationships, known risks (including previous and current exposure to harm) and history of trauma or neglect interact and influence their behaviour and emotional well-being.
- Seeking to understand the child or young person's psychological functioning, taking into consideration the findings in relation to their history and current circumstances.
- Developing a structure formulation which considers any underlying psychological processes contributing to their presentation including attachment issues, trauma related stress, emotional dysregulation or behavioural concerns.

1.2.3 The assessment will focus on multiple aspects of the child or young person's psychological functioning, integrating formulation to understand how each area contributes to their overall wellbeing:

- **Developmental Assessment** – Evaluation of developmental milestones (language, motor skills, social skills), and identifying any delays or atypical development that may have been influenced by early adversity or inconsistent caregiving.
- **Cognitive and Academic Functioning** - Assessment of intellectual abilities, learning difficulties, and academic performance, including how environmental disruptions and trauma may affect cognitive development.
- **Psychological and Mental Health** - Evaluation of emotional difficulties such as anxiety, depression, attachment disorders, post-traumatic stress disorder (PTSD), and difficulties in emotional regulation.
- **Behavioural Issues** - Identification of behavioural concerns, such as aggression, defiance, impulsivity, and self-destructive behaviour, with a focus on understanding the psychological functions behind these behaviours (e.g., coping with trauma, attachment-related behaviours).
- **Social and Interpersonal Functioning** - Assessment of peer relationships, attachment patterns, and social competence, with a focus on understanding attachment disruptions and difficulties in forming stable relationships.
- **Trauma and Attachment History** - Focus on the child or young person's early experiences, including abuse, neglect, disruptions in caregiving, and any experiences that may affect attachment and trauma responses. This includes an understanding of how these factors influence the child or young person's behaviour, emotional regulation, and overall development.

1.2.4 Suppliers will be required to produce a detailed, clear and comprehensive report which outline the psychological findings and formulation including:

- **An overview of the assessment** including a summary of the assessment process, the tools used, and sources of information gathered.
 - A detailed **Psychological Formulation** explaining the child's difficulties in terms of the interaction between psychological factors (e.g. trauma, emotional regulation, attachment patterns etc.)
 - Practical and actionable **Recommendations** for next steps and interventions including therapeutic interventions, educational support, foster care and placement considerations, and guidance for the team around the child in managing specific behavioural or emotional needs.
- 1.2.5 In addition to providing a full report of the formulation, feedback should be provided directly to the child or young person (if developmentally appropriate), foster carers and the team around the child to ensure that the formulation is understood and to offer practical recommendations for interventions and support.
- 1.2.6 Continued support may be offered for the child, young person and the team around the child, including monitoring the effectiveness of the interventions, revising the formulation as necessary and providing ongoing therapeutic recommendations.
- 1.2.7 In addition to psychological assessment and formulation, developmental, cognitive and mental health assessment provisions are required to assist in the diagnosis and treatment planning for conditions such as anxiety, depression, ADHD, autism spectrum disorders, trauma and other psychological concerns.
- 1.2.8 Services provided as part of a psychological assessment will include a variety of assessment methodologies including:
- The use of specialist assessments, including standardised tools to assess cognitive abilities, emotional functioning, personality traits and specific psychological disorders. For instance, Wechsler Intelligence Scale for Children (WISC-V), Beck Depression Inventory and Conners' Rating Scales (for ADHD).
 - Undertaking structured or semi structured interviews to gather in-depth persona, familial and social history to assess current functioning.
 - Undertaking behavioural observations on the child or young person in a natural or structured setting to gain insights into behaviour patterns.
 - Feedback, including the use of reports, from carers, birth family (where appropriate), education settings, social workers etc. to gather a holistic view of the child or young person across all settings.
- 1.2.9 A comprehensive, written report detailing the assessment process, findings, conclusions and recommendations will be required.
- 1.2.10 In addition to written feedback, it's expected that a feedback session, either in person or virtually using appropriate technology, will take place. The child or young person should be invited, and encouraged, to attend this where appropriate alongside their foster carers and any other relevant practitioners' part of the team around the child. The purpose of this meeting will be to discuss the findings and confirm understanding of the assessment, provide opportunities for questions to be answered and provide actionable recommendations.
- 1.2.11 If needed, the service will offer referrals to appropriate therapeutic or wellbeing services. If the supplier is registered to deliver lot 2 or 3 of this specification they can propose to deliver these additional treatments internally. If they are not registered but are suitably qualified, further due diligence and considerations will be required.

1.3. Lot 2 – Therapeutic Provision (Regulated)

- 1.3.1 If the psychological assessment indicates a need for ongoing therapeutic input, children and young people will be offered an evidence-based therapy delivered by an accredited professional who is trained and governed to utilise specific therapeutic modalities and approaches such as:
- Clinical /Counselling /Educational /Forensic Psychology
 - The Creative Therapies (art, music, play and drama)
 - Speech and Language Therapy
 - Occupational Therapy
 - Counselling
 - Family Therapy
 - Child and Adolescent Psychoanalytical Psychotherapy
- 1.3.2 Recommendations may come from a TACT commissioned assessment, or an assessment which has been conducted by, or on behalf of, a third party.
- 1.3.3 To ensure that children in care receive safe, effective and compassionate therapeutic support, all services and therapists must operate in line with the respective UK legislation, regulatory frameworks and national standards relevant to the devolved nation the organisation or individual is operating in.
- 1.3.4 A personalised treatment plan should be developed, addressing the child or young person's specific psychological needs and goals. This may involve direct therapeutic sessions with the child or young person, individual sessions with the foster carers and other relevant members of the team around the child or family therapy.
- 1.3.5 Therapeutic interventions should be tailored to the developmental stage of the child or young person.
- 1.3.6 The therapeutic service must work in collaboration with multi-disciplinary professionals including social workers, foster carers, educational staff, other healthcare professionals (minimally the child's GP) and other relevant members of the team around the child to ensure a holistic and integrated approach to the child or young person's care.
- 1.3.7 Treatment plans should be reviewed regularly, adjusting the therapeutic approach based on the child or young person's progress, feedback from the child, foster carers, and other professionals involved.
- 1.3.8 Foster carers should be actively involved in the treatment process, where appropriate, to help reinforce the therapeutic goals and strategies at home.
- 1.3.9 The service may offer training or support to foster carers and employees across TACT on how to manage behaviours that challenge, promote attachment and understand the child or young person's psychological needs.
- 1.3.10 When children and young people are not in a position, or do not consent to accessing therapy, interventions can be effectively delivered indirectly through interventions with foster carers. These are delivered through trauma informed parenting modalities, which focus on supporting foster carers to understand the impact of trauma on children and young people, supporting them to develop adaptive parenting strategies which foster safety, trust and wellbeing. Approaches include, but are not limited to, PACE, DBT, The Three R's and DDP.

1.4. **Lot 3 – Wellbeing Provisions**

- 1.4.1 Wellbeing interventions are not referred to as “therapeutic” interventions or treatments. Wellbeing interventions are broader activities and programmes aimed at improving general mental, physical or social wellbeing but do not treat complex or specific mental health conditions or complex distress presentations.
- 1.4.2 Wellbeing supports typically are provided by charities, community organisations or other resources and are not typically delivered by regulated professionals. Examples include, but are not limited to; mindfulness, relaxation, mental health awareness and psychoeducation workshops, stress management, peer support programmes, therapist, nutrition advice, resilience training, physical activity and outdoor learning, providing wellbeing resources, manager training etc. These are not intended to be treatments but rather activities to support general wellbeing.
- 1.4.3 All wellbeing interventions should be outcomes focussed, with child centred objectives identified at the outset of the intervention.
- 1.4.4 Wellbeing support for children looked after would be expected to show:
- Evidence of increased positive wellbeing and reduced emotional or behavioural difficulties, ideally measured through validated tools such as the SDQ.
 - Increased resilience and coping skills with evidence that children and young people are able to manage stress, regulate emotions, engage with activities and cope with challenges (assessed via resilience surveys, feedback etc.)
 - Enhanced sense of belonging and support with feedback including perceptions of improvements from carers, schools, community activities (as measured by self- and other – reports).
 - Better engagement with education, such as improved attendance, engagement and achievement at school.
 - Reduction in risk behaviours e.g. substance use and negative peer associations.
- 1.4.5 Steps should be taken to mitigate risks for children, young people and their carers whilst accessing wellbeing provisions. These could include:
- Continually confirming consent with children and young people in relation to them accessing direct wellbeing support and ensuring that they understand the purpose and nature of the support being provided.
 - Children and young people being made aware of confidentiality bounds and the reporting requirements on the supplier which relate to safeguarding.
 - Ensuring that all interactions with children and young people are safe, respectful and appropriate.
 - Establishing a clear, individualised plan for risk and, or, crisis situations, for instance for self-harming, missing or acute emotional distress, which may involve immediate referral to emergency services.
 - Providing feedback to relevant and key stakeholders.
- 1.4.6 Suppliers will be required to undertake regular monitoring, evaluation and reporting of the wellbeing interventions being provided to track progress and evidence achievement of outcomes. Providing appropriate updates and feedback to the child or young person, persons / authority with parental responsibility, their foster carer and the team around the child.
- 1.4.7 If the child or young person’s needs exceed the scope of the wellbeing support being provided (e.g. if they are presenting with high risk and high levels of distress, they require specialist assessment and likely specialist mental health treatments) wellbeing service providers must liaise with the team around the child to ensure that appropriate onward

referrals are made. Services will be expected to supply relevant information, including providing reports if required, to assist with the referral process.

1.5. Lot 4 – Health Advocacy / Second Opinion

1.5.1 Mental health advocacy and second opinion services play a vital role in supporting children and young people by ensuring they receive the best possible mental health care and support. In relation to this lot, we are referring to advocates to help children and young people have their views, wishes and needs represented in matters affecting their health and wellbeing. Advocates will help children understand their rights, navigate systems and ensure they are involved in the decision-making affecting them.

1.5.2 Thus suppliers will offer expert advice, alternative perspectives and robust advocacy to empower children and young people, their carers and the team around the child to make informed decisions, improve their mental health care.

1.5.3 Suppliers will provide expert advocacy to children and young people, or their representatives, seeking clarity or support in relation to mental health care, ensuring that the voice of the child or young person is heard in assessments, recommendations and treatment decisions. Advocacy may involve the following aspects:

- Helping children and young people to understand and communicate their mental health needs to stakeholders relevant to the child or young person.
- Assisting children and young people, and relevant members of the team around the child to prepare for mental health appointments, ensuring they have the right questions and concerns addressed.
- Advocating for the child or young person's right to offer informed consent and ensure their preferences are respected in care decisions.
- Providing guidance on the mental health care process, from diagnosis through to treatment and long-term management.
- Facilitate communication between children and young people, mental health professionals, local authority representatives, foster carers and the fostering agency and any other professional involved in decisions relating to children and young people's mental health care.
- To provide independent confidential information, advice and representation that is distinct from clinical assessment or therapy.
- To ensure children's rights are upheld.
- To support children in making complaints and raising concerns.

1.5.4 Advocacy might be achieved by:

- Professional attends meetings with or on behalf of the child to ensure their voice is heard in health care planning
- Explaining health options and rights in accessible language
- Supporting the child to request a second opinion on a diagnosis or treatment plan
- Assisting with questions, concerns and complaints

1.5.5 A second opinion refers to the process by which a child, young person, or their advocate seeks an alternative professional assessment or recommendation regarding their psychological or mental health care. This ensures that the child's preferences and concerns are fully considered and that they receive appropriate, person-centred support.

1.5.6 Where it is agreed that second opinion is necessary – typically where there is uncertainty around diagnosis, there are multiple treatment options, or there are disagreements about a proposed treatment or care plan – an independent supplier will offer second opinions on mental health diagnoses, treatment options and care pathways, enabling children and young people to explore alternative perspectives on their condition. Second opinion consultations may include:

- Providing access to qualified mental health professionals (e.g. psychiatrists, clinical psychologists or regulated therapists) for second opinions on diagnoses, treatment plans and prescribed interventions.
 - Reviewing medical records, psychological evaluations, and treatment history to provide informed feedback on the diagnosis and treatment approach.
 - Offering alternative treatment suggestions or approaches, including therapy modalities, medications, and holistic interventions.
 - Ensuring that second opinions are unbiased, evidence-based, and centred around the best interests of the child or young person.
 - Reviewing existing treatment plans to assess their appropriateness, effectiveness and alignment with the child or young person's needs and identified outcomes.
- 1.5.7 Second options will be collaborative processes, will take account of the child, family and carer views, and will provide reassurance or help resolve disagreements.
- 1.5.8 Suppliers operating within the mental health advocacy and second opinion section of this contract will be required to have undertaken advocacy training in addition to holding the required qualifications which relate to their clinical role and specialisms.
- 1.5.9 Suppliers will be required to present the information and their professional findings in a variety of ways which include, but are not limited to:
- In-person feedback and consultation, including attendance at any relevant meetings relating to the child or young person.
 - Telephone and video call consultation, including attendance and participation in virtual meetings relating to the child or young person.
 - Producing comprehensive written reports which outline the second opinion, recommendations and any alternative treatment suggestions.

2. Service Levels and Key Performance Indicators (KPIs)

2.1. Service Levels

- 2.1.1. Service levels (predefined standards or benchmarks) are detailed specifically in the Call-off Contract. This document will be issued each time a "call off" is agreed between TACT and a supplier under the terms and conditions of this specification.
- 2.1.2. The Call-off Contract will detail both generic services expected alongside any specific agreed outcomes for the child or young person to whom the call off relates to.
- 2.1.3. The price, for the agreed services relating to each call off will be detailed in the Call-off Contract.

2.2. Key Performance Indicators

To ensure the contract provides good quality provisions, all suppliers operating under this contract will be required to submit reporting information and data which relate to the following Key Performance Indicators. KPIs are specific, measurable metrics used to assess how well a service or organisation is performing against its objectives or service levels.

Suppliers will be expected to submit monitoring and quality information to TACT on a quarterly basis.

- 2.2.1. Once a supplier accepts a request for service there is an expectation that the following timescales will be met:

- Suppliers will make initial contact with the Supervising Social Worker for the child or young person within 7 days of accepting the request for service.
 - Suppliers will make initial contact with the child or young person and their foster carers within 14 days of accepting the request for service.
- 2.2.2. All children and young people engaging with a supplier through this contract will have a plan agreed which details the assessment and / or specific therapeutic outcomes expected to be achieved, alongside timescales for delivery.
- 2.2.3. All children and young people who access Lot 1 – Assessment, will receive a comprehensive report detailing recommended support and strategies to help manage the needs identified from the assessment.
- 2.2.4. All suppliers must report on the progress of children and young people towards outcomes identified using an agreed and recognised measuring tool.
- 2.2.5. All suppliers must gather and report on satisfaction feedback from children and young people, their foster carers and both the child's social worker and foster carer's supervising social worker.

3. NICE Documents and Guidance

| NICE quality standards relating to mental health and emotional wellbeing of children and young people NICE Quality Standard/ Guidelines number | Title and link | Published | Age range |
|---|---|-----------------------------------|--|
| QS31 | Health and wellbeing of looked-after children and young people | April 2013 | 0–18 |
| QS34 | Self-harm | June 2013, updated September 2022 | Children and young people from 8 and adult |
| QS39 | Attention deficit hyperactivity disorder | July 2013, updated March 2018 | Children and young people from 3 and adult |
| QS48 | Depression in children and young people | Sept 2013 | 5–18 |
| NG134 | Depression in children and young people - Identification and Management | June 2019 | 5-18 |
| QS51 | Autism | Jan 2014 | Lifespan |
| CG128 | Autism diagnosis in children and young people | Sept 2011, updated December 2017 | <19 |
| QS53 | Anxiety disorders | February 2014 | Lifespan |
| NG64 | Drug misuse prevention: targeted interventions | February 2017 | Lifespan |
| QS59 | Antisocial behaviour and conduct disorders in children and young people | April 2014 | < 18 |
| CG158 | Antisocial behaviour and conduct disorders in children and young people: recognition, | March 2013, updated April 2017 | <18 |

| | | | |
|-------|--|--------------------------------------|----------|
| | intervention and management | | |
| NG69 | Eating disorders: recognition and treatment | December 2020 | Lifespan |
| CG78 | Borderline personality disorder: recognition and management | January 2009 | Lifespan |
| CG155 | Psychosis and schizophrenia in children and young people: recognition and management | January 2013, updated October 2016 | < 18 |
| QS140 | Transition from children's to adults' services | December 2016, updated December 2023 | < 25 |
| QS204 | Fetal alcohol spectrum disorder | March 2022 | < 18 |
| QS194 | Decision making and mental capacity | August 2020 | 16 + |
| QS101 | Learning disability: behaviour that challenges | October 2015, updated July 2019 | Lifespan |
| QS179 | Child abuse and neglect | February 2019 | < 18 |
| QS175 | Eating disorders | September 2018 | Lifespan |
| QS154 | Violent and aggressive behaviours in people with mental health problems | June 2017 | Lifespan |
| QS142 | Learning disability: identifying and managing mental health problems | January 2017 | Lifespan |
| QS133 | Children's attachment | October 2016 | < 18 |
| QS102 | Bipolar disorder, psychosis and schizophrenia in children and young people | October 2015 | < 18 |

SCHEDULE 4

Charges

- The Supplier shall complete the following pricing schedule detailing the services offered, unit cost and frequency, duration of the Services, who the service is for and any additional information relevant to the Services.
- The unit costs shall be inclusive of all costs incurred by the Supplier in delivering the Services.



Pricing Schedule V1 -
Final.xlsx

SCHEDULE 5

Contract Managers

TACT: Health Commissioning and Performance Manager

Supplier:

SCHEDULE 6
Data Sharing Agreement



Data Sharing
Agreement V1 - Final.

SCHEDULE 7

Mandatory Policies

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Anti-Bribery and Anti-Corruption Policy.
- Ethics Policy.
- Security Policy.
- Equal Opportunities and Diversity Policy
- Other policies and procedures referenced in Schedule 3 (Available Services)

SCHEDULE 8

Key Terms and Acronyms

| | | |
|-------------------------|--|--|
| TACT | The Adolescent and Children's Trust | The UK's largest non-profit Independent Fostering Agency |
| IFA | Independent Fostering Agency | A charitable or privately owned organisation that partners with local authorities to provide foster care placements for children and young people. |
| CLA | Children Looked After | Children in foster care or under local authority care |
| SMART Objectives | Specific, Measurable, Achievable, Relevant, Time-bound | Goals used in planning and evaluation |
| HCPC | Health and Care Professionals Council | Regulatory body for health and care professionals in the UK |
| NICE | National Institute for Health and Care Excellence | Provides evidence-based guidelines for health and social care |
| ISA | Individual Service Agreement | Document detailing specific services and outcomes for each child or young person |
| KPIs | Key Performance Indicators | Metrics used to measure the success of services provided under the contract |
| PACE | Playfulness, Acceptance, Curiosity, and Empathy | A therapeutic parenting approach |
| DBT | Dialectical Behaviour Therapy | A therapy model focusing on emotional regulation and distress tolerance |
| DDP | Dyadic Developmental Psychotherapy | A therapy model focusing on attachment and trauma |
| CAMHS | Child and Adolescent Mental Health Services | NHS services for children and young people with mental health needs |
| CSE | Child Sexual Exploitation | A form of child abuse involving exploitation for sexual purposes |
| CCE | Child Criminal Exploitation | Exploitation of children for criminal activities |
| UASC | Unaccompanied Asylum-Seeking Children | Children seeking asylum without a parent or guardian |
| SDQ | Strengths and Difficulties Questionnaire | A tool for measuring emotional and behavioural difficulties |
| FASD | Foetal Alcohol Spectrum Disorder | A condition caused by prenatal alcohol exposure |

| | | |
|-------------------------|--|--|
| ASD | Autism Spectrum Disorder | A developmental disorder affecting communication and behaviour |
| ADHD | Attention Deficit Hyperactivity Disorder | A neurodevelopmental disorder characterised by inattention and hyperactivity |
| ID | Intellectual Disability | A condition characterised by limitations in intellectual functioning and adaptive behaviour |
| UNCRC | United Nations Convention on the Rights of the Child | An international treaty protecting children's rights |
| BPS | British Psychological Society | Professional body for psychologists in the UK |
| RCPsych | Royal College of Psychiatrists | Professional body for psychiatrists in the UK |
| ACP | Association of Child Psychotherapists | Professional body for child psychotherapists in the UK |
| GMC | General Medical Council | Regulatory body for doctors in the UK |
| NMC | Nursing and Midwifery Council | Regulatory body for nurses and midwives in the UK |
| PVG | Protecting Vulnerable Groups | Scottish service for criminal record checks in Scotland |
| SIGN | Scottish Intercollegiate Guidelines Network | Develop and publish evidence-based guidance to support decision making in Health and Social Care in Scotland |
| DBS | Disclosure and Barring Service | The service responsible for administering criminal record checks in England, Wales and Northern Ireland |
| BAPT | British Association of Play Therapists | Professional register for Play Therapists in the UK |
| CPD | Continuous Professional Development | Ongoing process of learning and skills development undertaken by professionals to enhance knowledge and expertise. |
| Prevent | UK government strategy to prevent radicalisation and terrorism | |
| Child(ren) | Anyone under the age of 18 | |
| Young People | Anyone aged 18 to 21 | |
| Care Experienced | Anyone who has been, or is currently, in care at any point in their life, regardless of how long they were / have been cared for. This includes children, young people and adults. | |
| Placement | The care arrangements for a child or young person who cannot live with their birth family. It may also be referred to as the foster home or foster care. | |

Signed by
for and on behalf of **THE**
ADOLESCENT AND CHILDREN'S TRUST

.....
Director

Signed by
for and on behalf of **[SUPPLIER NAME]**

.....
Director