

**FINANCIAL MEMORANDUM FOR BATH AND NORTH EAST SOMERSET CHILDREN'S SERVICES IN RECEIPT OF CWDC AWARD FOR REMODELLING SOCIAL WORK DELIVERY PILOTS – REFOCUS ON EARLY INTERVENTION**

**FINANCIAL MEMORANDUM: CONDITIONS ATTACHING TO THIS AWARD**

**CWDC's reference number for this Contract is FM06318-BATH02-SEC0714**

**Introduction**

1. The Memorandum sets out the terms and conditions for the payment by the Children's Workforce Development Council (CWDC) of an award to Bath and North East Somerset Children's Services. (The beneficiary)
2. For the purposes of this memorandum:
  - 'CWDC' means the Children's Workforce Development Council;
  - 'AWARD' means monies made available by CWDC under the scheme for Remodelling Social Work Delivery Pilot;
  - 'MONTH' means calendar month
  - 'COPYRIGHT' means any and all copyright, design right (as defined by the Copyright Designs and Patents Act 1988) and all other rights of a like nature which may, during the course of this Funding period, come into existence in or in relation to materials produced
  - "MATERIALS PRODUCED" means any work published or intended for publication
  - "TERMINATION DATE" means 31<sup>st</sup> March 2011, or other earlier date as a result of the occurrence of an event or events under this financial memorandum

**Purpose of funding**

3. Any funding paid by CWDC will be paid only in respect of expenditure (including project support costs) incurred by the beneficiary for Remodelling Social Work Delivery Pilot as outlined in appendix A and B.
4. Payment of the funding shall be subject to the conditions and requirements set out in this memorandum and to further conditions and requirements that CWDC may from time to time specify. Payment will be made on the completion of an Appendix C milestone claim in support of an invoice raised in accordance with this memorandum by the beneficiary.

**Accountability**

5. The beneficiary shall ensure that any funding from CWDC is used only in accordance with the terms of this memorandum, specifically in the delivery of the objectives outlined in appendix B "Milestone Schedule"

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6. The beneficiary shall take such steps as CWDC may require from time to time, to satisfy itself that the systems of financial management of the beneficiary are such as to enable it to fulfil its objectives under this memorandum.

**Payment of funding**

7. The funding will be paid in instalments and in arrears, based on the achievement of milestones described in appendix B "Milestone Schedule".
8. CWDC makes no commitment to renewing or continuing financial support to the beneficiary after the term of this memorandum.

**Financial management**

9. The beneficiary shall maintain a sound system of internal financial control, details of which shall be made available on request to CWDC.

**Management and administration**

10. The beneficiary will:

- identify a project manager and provide support and direction from the organisation's line managers and a clear management infrastructure, backed up with appropriate administrative support;
- integrate the work within the normal organisational arrangements for project management, personal line management and accountability;
- identify a management infrastructure that includes provision for open, responsive and collaborative relationships with CWDC.

**Self evaluation**

11. The beneficiary will establish their own mechanisms for evaluating the quality of their provision and how best to ensure continuing improvement and rapid correction of any deficiencies in their programme.

**External quality assurance**

12. CWDC reserves the right to visit the beneficiary and perform such quality assurance as it sees fit

**Copyright**

13. The beneficiary shall ensure that copyright in materials produced with the help of this funding shall vest with CWDC

14. The beneficiary hereby grants to CWDC a non-exclusive licence without payment of royalty or other sum by CWDC in all materials and supporting research materials and any other related work to do and authorise others to do any and all acts restricted by the Act as amended from time to time or replaced in whole or part by

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any statute or other legal means in respect of any Copyright Work in the United Kingdom and in all other territories in the world for the full period of time during which the Copyright subsists

**Funding accounting**

15. The beneficiary shall establish and maintain separate records of these funding monies received and dispersed.

**Legislation**

16. The beneficiary shall comply with all existing legislation, including that on employment, data protection and freedom of information.

**Information**

17. The beneficiary shall provide CWDC with such information about the organisation, operation and financial control of its affairs as it may from time to time request. The beneficiary will permit and comply with such surveys of management controls and systems, including internal audit reviews, as may be required by CWDC.

**Recovery of funding**

18. If the beneficiary does not comply with any of the conditions and requirements referred to in appendix A CWDC may by notice in writing require the beneficiary to repay all or any part of funding paid to it under this memorandum.

19. CWDC may also, after giving one month's notice, terminate this agreement if The beneficiary fails to comply with the conditions and requirements set out in appendix A, or following a review of performance.

**The Contracts (rights of third parties) act 1999**

20. A person who is not a party to this financial memorandum (a "third party") has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this financial memorandum. This shall not affect any right or remedy of any third party, which exists or is available apart from that Act.

**Equal opportunities**

21. The Beneficiary shall act in accordance with Equal Opportunities anti-racist and anti-discriminatory practices as outlined in Children's Workforce Development Council's Policy Statement and comply with Equal Opportunities legislation.

**Waiver, severability and survival**

22. A failure by a party to exercise any right or remedy under this financial memorandum shall not constitute a waiver of such right or remedy. Any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

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23. If any provision of this Financial memorandum shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Financial memorandum and rendered ineffective as far as possible without modifying the remaining provisions of this Financial memorandum and shall not in any way affect the validity or enforceability of the remaining provisions of this Financial memorandum which shall remain in full force and effect.
24. To the extent that the provisions of this financial memorandum are capable of surviving the expiry or termination of this financial memorandum and such survival is required to give effect to such provisions, such provisions shall remain in full force and effect.

**Notices**

25. Any notices to be given under this financial memorandum shall be delivered personally or sent by post or by facsimile transmission to the Regional Manager (in the case of CWDC) or to the address set out in this financial memorandum in the case of the beneficiary. Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission provided that a confirmatory copy is, on the same day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in this clause

**Dispute resolution**

26. The Parties shall use all reasonable endeavors to negotiate in good faith and settle amicably any dispute that arises during the continuance of this financial memorandum.
27. Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure
28. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this financial memorandum until they have attempted to settle it by mediation, but either party may terminate any such mediation at any time of such party wishing to commence court proceedings/arbitration.

**Start and end date**

29. Representatives of CWDC and The beneficiary signify below, and on a duplicate copy, their acceptance of the terms and conditions of this memorandum, which becomes effective from the date of signing. This agreement shall be held by the beneficiary and the duplicate copy by CWDC.

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30. This agreement shall end on the termination date

**Law and jurisdiction**

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

Signature\_\_\_\_\_

Name (print) Sarah Peace

Position Procurement and Contracts Manager

Date\_\_\_\_\_

(On behalf of CWDC)

Signature\_\_\_\_\_

Name (print)\_\_\_\_\_

Position\_\_\_\_\_

Date\_\_\_\_\_

(On behalf of the beneficiary)

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### **APPENDIX A**

#### **1. Aim of the Contract**

The project aims to improve outcomes for vulnerable children and young people's services in Bath & North East Somerset by bridging the gap between early intervention in Children Centres and specialist support within Social Care.

The project will establish 5 new posts that will demonstrate new ways of working and aim to improve retention and recruitment of social work staff. A multi-agency team who will oversee the work with a focus on evidencing improved outcomes

#### **2. Objectives**

- Establishing and maintaining the pilot and project posts;
- Establishing and maintain partnership arrangements/co-location;
- Sharing learning arising from the pilot (e.g. participating in the National Launch Event and annual conferences, learning sets; cooperating with PwC in evaluation);
- Involving service users in developing and reviewing the success of the pilot

The objectives of this project are to employ a new team of staff who will enable the Children and Families Team to work for dedicated periods of time with families and children in Children's Centres. To do this we need enhanced administrative systems and processes that support all social workers in this team to participate in this pilot.

Central to all these developments will be a strong multi-agency, senior management Leadership Team together with a Focus on an Early Intervention Network Group, supported by a Coach to enable the transformational change necessary both at strategic management and operational level.

The Project Administrator post will provide managers with information to ensure we have the right staff in the right place with the right skills and we see this as informing our overall structural changes in locality working, as they develop over the next three years. The Project Administrator will provide quarterly reports detailing the contributions social workers are making to multi agency, preventative work in localities.

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**3. Financial arrangements**

The total funding payable to the beneficiary will be up to £650,000 including VAT

**4. Payments**

Payments will be made on achievement of the milestones and objectives shown in appendix B and will be made within 30 days of the completion of a properly submitted milestone claim form (appendix C), together with an invoice. Claims should be made within 7 days of the milestone date.

End of schedule

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**SCHEDULE OF OBJECTIVES AND MILESTONES**

Annex 1 to Schedule 1

Name of Contractor: Bath and North East Somerset Children's Services

**Contract No FM06318-BATH02-SEC0714 (PLEASE QUOTE THIS CONTRACT NUMBER ON ALL INVOICES. MILESTONE CLAIM FORMS SHOULD BE SUBMITTED TOGETHER WITH AN INVOICE)**

Outcomes	Milestone	Completion Date	Establishment phase (upto end March 08)	2008-2009	2009-2010	2010-2011
<b><u>Objective One</u></b>  Establishing and maintaining the pilot and project posts	<b>M1</b> - Agreement of clear & detailed milestones with Support Contractor and CWDC	by 31 Mar 08	£2,500			
	<b>M2</b> -Agreement of critical path analysis and implementation timeline with Support Contractor and CWDC	by 31 Mar 08	£2,500			
	<b>M3</b> -Agreement of robust costing plan with Support Contractor/CWDC	by 31 Mar 08	£2,500			
	<b>M4</b> -Agreement of comprehensive risk analysis with Support Contractor	by 31 Mar 08	£2,500			
	<b>M5</b> Social Worker 1 in post	Invoiced quarterly: at end of June, Sept, Dec and March in each of Y1, Y2 and Y3	£0	£30,230	£34,100	£34,690
	<b>M6</b> Social Worker 2 in post	Invoiced quarterly: at end of June, Sept, Dec and March in each of Y1, Y2 and Y3	£0	£30,230	£34,100	£34,690

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	<b>M7</b> Snr. Practitioner in post	Invoiced quarterly: at end of June, Sept, Dec and March in each of Y1, Y2 and Y3	£0	£34,470	£38,100	£38,920
			£0	£16,700	£16,850	£17,150
	<b>M9</b> Project Administrator	Invoiced quarterly: at end of June, Sept, Dec and March in each of Y1, Y2 and Y3	0	£26,900	£29,852	£30,370
	<b>M10</b> All pilot posts advertised through appropriate media.	by 31 Mar 08	£15,000			
	<b>M11</b> Recruitment and appointment process (including temporary cover pending permanent recruitment of Contact Officer & Social Workers assessment centre consultancy, psychometric testing, venue costs)	by 31 Mar 08	£20,000			
	<b>OBJ1 total</b>		<b>£45,000</b>	<b>£143,530</b>	<b>£158,000</b>	<b>£155,824</b>

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<b>Objective Two</b> – Establishing and maintain partnership arrangements/co-location	<b>M12</b> Deliver Workshops inc. Change management facilitation (6 events p.a.)	by 31 Mar 09. 10, 11		£17,000	£14,000	£14,000
	<b>M13</b> Establish and maintain co-location arrangement	by 1st April 08, then by 31 Mar 09, 10, 11	£5,000	£10,000	£10,000	£10,000
<b>OBJ2 total</b>			<b>£5,000</b>	<b>£ 27,000</b>	<b>£ 24,000</b>	<b>£ 24,000</b>
<b>Objective Three</b> – To share learning arising from the Pilot	<b>M14</b> Pilot is appropriately represented at official pilot launch	May-08		£3,500		
	<b>M15</b> Pilot is fully represented at first national conference	Nov-08		£3,000		
	<b>M16</b> Pilot is fully represented at second national conference	Apr-09			£2,000	
	<b>M17</b> Pilot is fully represented at third national conference	Apr-10				£2,000
	<b>M18</b> Pilot is fully represented at final national conference	Apr-11				£2,000
	<b>M19</b> First local learning sets completed and report agreed with Support Contractor	Jul-08		£2,500		
	<b>M20</b> Second local learning sets completed and report agreed with Support Contractor	by 31 Mar 10			£2,500	
	<b>M21</b> Third local learning sets completed and report agreed with Support Contractor	by 31 Mar 11				£2,500

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	<b>M22</b> Review of pilot progress and decisions about future funding completed  <b>M23</b> Review of pilot progress and decisions about future funding completed  <b>M24</b> Final review of pilot progress  <b>M25</b> All staff in the pilots and contract teams including senior staff and external project partners participate in regular project evaluation	Jan-09		£7,500		
		Jan-10			£7,500	
		Jan-11				£2,500
		by 31 Mar 09, 10, 11		£7,000	£5,000	£5,000
<b>OBJ3 total</b>			£0	£23,500	£ 17,000	£ 14,000

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<b>Objective Four –</b> To involve Service Users in developing and reviewing the success of the pilot.	M26	Pilots make every effort to ensure full service user participation in regular evaluation processes.	by 31 Mar 09, 10, 11		£3,660	£2,000	£2,000
	M27	Engage with Children's Centre parents through their Parent Forums	by 31 Mar 09, 10, 11	£0	£3,660	£2,000	£2,000
	M28	Consultation with disabled children, young people & families (Care Network)	by 31 Mar 09, 10, 11	£0	£3,650	£2,000	£2,000
	<b>OBJ4 total</b>			<b>£0</b>	<b>£ 10,970</b>	<b>£ 6,000</b>	<b>£ 6,000</b>
<b>Cumulative total</b>				£50,000	£ 200,000	£ 200,000	£ 199,820

If this funding is terminated by CWDC due to the insolvency of the beneficiary or any default at any time before completion of the project, CWDC shall only be liable to reimburse eligible payments made by, or due to, the beneficiary before the date of termination.

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Appendix C: Milestone Claim

Beneficiary: Bath and North East Somerset Children's Services

Milestone Achieved	Date Achieved
List Evidence of Achievement	
<b>Name:</b> _____	<b>Signed:</b> _____ (as per financial memorandum)
<b>Date:</b> _____	
Please return this form to: <b>Head of Finance, Children's Workforce Development Council</b> , 2 <sup>nd</sup> Floor, City Exchange, 11 Albion Street, Leeds, LS1 5ES, together with your invoice	

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**Data Security & Protection – Contractor Guide**

**Introduction**

As a government funded body CWDC needs to ensure best practice in data handling. This also includes data handling by our contractors who are bound by the same regulations. We have all sorts of data on people and organisations and all of this needs to be stored securely. The Data Protection Act 1998 (the DPA) requires all organisations to have appropriate security to protect personal information against unlawful or unauthorised use or disclosure, accidental loss, destruction or damage.

This is an introductory document giving some simple recommendations on data security. As part of the government review of data security led by Cabinet Office, new guidelines and national standards will be implemented over the next few months. CWDC will be adopting these standards when issued, but we can't simply wait until they are issued, so please follow the rules overleaf.

We realise that many of these rules may require you to take immediate action and that this may cause you inconvenience, but it is essential we secure all personal data.

**Data Protection Act definitions**

**"personal data"** is defined in Section 1, Part 1 of the Data Protection Act 1998 ("the DPA") and includes any information from which a living individual can be identified, either on its own or together with other information which is or is likely to come into the possession of CWDC. This definition also covers expressions of opinion about individuals and indications of the intentions of CWDC or any other person in respect of individuals.

Therefore, personal data includes information such as telephone numbers, names, addresses (including e-mail addresses), sound and image data (for example photographs and voice recordings), indications of status and title as well as remarks about individuals - if the identity of the individual can be ascertained from such information. At its most basic, it is a combination of any two pieces of information that can be used to identify an individual.

**"sensitive personal data"** is defined in Section 2, Part 1 of the DPA and includes information relating to racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical or mental health or condition, sexual life, offences or alleged offences, information relating to any proceedings for offences committed or allegedly committed by data subjects.

**"processing"** is defined in Section 1, Part 1 of the DPA and means obtaining, recording, or holding data or carrying out any operation or set of operations on the data including: organisation, adaptation or alteration of the information or data; or retrieval, consultation or use of the information or data; or disclosure of the information or data by transmission, dissemination or otherwise making available; or alignment, blocking, erasure or destruction of the information or data.

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### **Data Security Rules**

Where we refer the “personal data” below, this covers both “personal data” and “sensitive personal data” as defined by the DPA.

- **NEVER give your password to ANYBODY.** If you believe somebody else knows your password, please change it immediately and inform CWDC if you think there may be a problem.
- **NEVER store personal data on unencrypted transportable media.** Transportable media is basically anything that can easily be removed from the office, so things like USB memory sticks, CDs, DVDs, floppy disks, etc must not contain unencrypted personal data.
- **NEVER store personal data on an unencrypted laptop.** Laptops are an easy target for thieves and it is very easy to access data from a laptop, even if they don't know your password, so you should never store any personal data on an unencrypted laptop.
- **NEVER store personal data on a private PC, Laptop or personal transportable media.** Under no circumstances should personal data ever be stored or transported on non-business equipment/media.
- **NEVER store personal data on your PC hard drive or windows desktop.** Data stored on your C: drive or on your windows desktop is insecure. Unless your PC has been encrypted to FIPS140/2 standard you should never use them to store any kind of data. All files must be stored on network drives.
- **NEVER email personal data to a colleague or external contact.** Email is an insecure delivery and storage mechanism so it is unsuitable for transmitting or storing personal data.
- **If you currently have personal data which is stored insecurely, you must secure it immediately.** You must remove any personal data from insecure locations. We would recommend you password protect any Word or Excel documents and store them on a network drive or a FIPS140/2 encrypted laptop/desktop.
- **If you need to send personal data within or outside CWDC then contact CWDC about secure delivery mechanisms.** Personal data should only be sent when absolutely necessary, and must be delivered securely. CWDC's IT team can provide advice on how this can be best achieved.
- **Personal data may not be passed to any third party by a contractor without written permission from CWDC.** The transport used for any such

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exchange must also be secure and the third party must agree in writing to comply fully with these rules.

- **It is only allowable to store personal data on a laptop or transportable media when it has been encrypted to the FIPS140/2 standard.** Personal data when stored on these devices must be encrypted to a high standard as a minimum. This means any encryption method must be at least FIPS140/2 certified, anything less is unacceptable. Password protecting Excel and Word files does NOT encrypt them to a suitable level.
- **If you are in any doubt whether data is “personal data”, or how to get laptops and transportable media encrypted then contact CWDC for advice.** The DPA definitions at the start of this document should provide reasonable guidance and CWDC's IT team can provide advice on whether any data you have would be regarded as personal data. It can provide advice on encrypting files to the FIPS140/2 standard and how to securely transport files to contractors and partners.
- **If you become aware of ANY loss of personal data you must contact CWDC immediately.** The loss of any personal data is a serious matter and must be reported without delay, providing as much detail as possible. The government are currently considering making loss of data a criminal offence.
- **ALL personal data held by a contractor in relation to a CWDC contract must be provided to CWDC securely and permanently deleted from contractor systems.** Please contact CWDC's IT team about secure methods to transport this data to CWDC. “Permanently deleted” means using a special tool to ensure proper deletion to a minimum of the US DOD standard (7 times) or preferably the Gutmann standard (35 times). There are free tools available to do this.