HM Government

HEALTHY WEIGHT, HEALTHY LIVES: CHILD WEIGHT MANAGEMENT PROGRAMME AND TRAINING PROVIDERS FRAMEWORK

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HEALTHY WEIGHT, HEALTHY LIVES: CHILD WEIGHT MANAGEMENT PROGRAMME AND TRAINING PROVIDERS FRAMEWORK

Contents

Executive summary

This guidance is designed to support local commissioners in using the child weight management programme and training providers framework. The framework agreement has been produced by the Cross-Government Obesity Unit, in consultation with NHS colleagues, to support local commissioning of services to enable overweight and obese children to move towards and maintain a healthier weight. Use of the framework agreement is entirely optional.

The framework agreement covers a range of providers that have undergone a national-level procurement and quality assurance process. All of the providers that have been appointed to the framework can support local areas in setting up weight management services for children and young people, and offer an overall package consisting of:

- an approach to weight management that they have developed and which they can help local areas to replicate, along with any necessary adaptations to meet the needs of particular groups;
- training for local staff to enable them to deliver that approach to children and families; and
- ongoing support for staff who have been trained.

Because of the way the framework agreement has been set up, commissioners will be able to quickly and easily procure the service outlined above. The framework complies fully with European Union procurement regulations and, as many of the procurement steps have been carried out at the national level, using it can significantly shorten the time and resources involved in selecting providers – to as little as six weeks.

While the services covered by this framework don't include providing weight management services directly to children, young people or families, these providers can deliver important support to local areas in getting weight management services up and running. In addition to using a provider from this framework, commissioners would have to ensure that an appropriate local delivery team was in place.

This tool has been developed following consultation with commissioners, and is one part of an overall package of support from the Cross-Government Obesity Unit. It can be used by primary care trusts, on an individual or collaborative basis, and as part of joint commissioning arrangements.

Section 1 of this guidance provides the background to the development of the framework, its fit with the wider World Class Commissioning agenda and additional support available in commissioning weight management services.

Section 2 sets out information on each of the providers covered by this framework agreement – including the process by which they were selected. All of the providers have undergone a high-level quality assurance process but it will still be up to commissioners to decide which of these providers can best help to meet local needs.

Section 3 sets out a step-by-step guide to the key stages that commissioners should go through when using this tool, along with the additional support that is available to commissioners in using this framework.

Section 4 lists the template documents available to help commissioners complete the process of using the framework.

Section 1: About the child weight management programme and training providers framework

This section gives an introduction to the child weight management programme and training providers framework and explains how it can be used to support local commissioning of weight management services for children and young people.

Introduction

The child weight management programme and training providers framework has been developed by the Cross-Government Obesity Unit. It is one part of a package of support for commissioners, to help enable effective commissioning of weight management services for at-risk, overweight and obese children and young people.

This framework is an **optional tool** for local commissioners. It is **not** mandatory to use this framework when commissioning weight management services and commissioners remain entirely free to choose whether or not to use this particular tool. However, using this framework can significantly reduce the time and resources needed to select providers.

The framework will be in place for three years, from April 2009 to March 2012. It may therefore provide support to commissioners who:

- already have weight management services in place but who may look to re-commission these in the future;
- need to fill a particular gap in terms of specific services within their local care pathway; and/or
- have set out their commissioning intentions for 2009/10 but have not yet decided on the appropriate procurement route.

Use of framework agreements such as this is common in the public sector and they are currently being used by the NHS, for example in relation to practice-based commissioning and support for commissioners themselves. This framework agreement complies with European Union rules and regulations around procurement.

What is the child weight management programme and training providers framework?

The framework is essentially a list of 'pre-qualified' providers which has been developed by the Cross-Government Obesity Unit through a national-level procurement process. As a result of the procurement, a high-level framework agreement has been signed between the Department of Health and all of the providers on the list. Because of the way the framework agreement is set up, local commissioners can use the list of providers to quickly and easily procure services.

This means that commissioners do not need to go through the full procurement process as the Cross-Government Obesity Unit has undertaken many of the required procurement stages on their behalf.

It is important to note that commissioners will not be able to simply select providers from the list. If a commissioner decides to use this framework agreement, they will have to set out their particular requirements and invite all eligible providers to submit a proposal detailing how they will meet that commissioner's local requirements, i.e. run a mini-competition. This will have the advantage of providing commissioners with a range of options and ensuring responsiveness to local need. More details on the process are set out in section 3 of this guidance.

It should also be noted that the fact that providers are on this framework does not constitute a form of accreditation or regulation.

What services do providers on the framework offer?

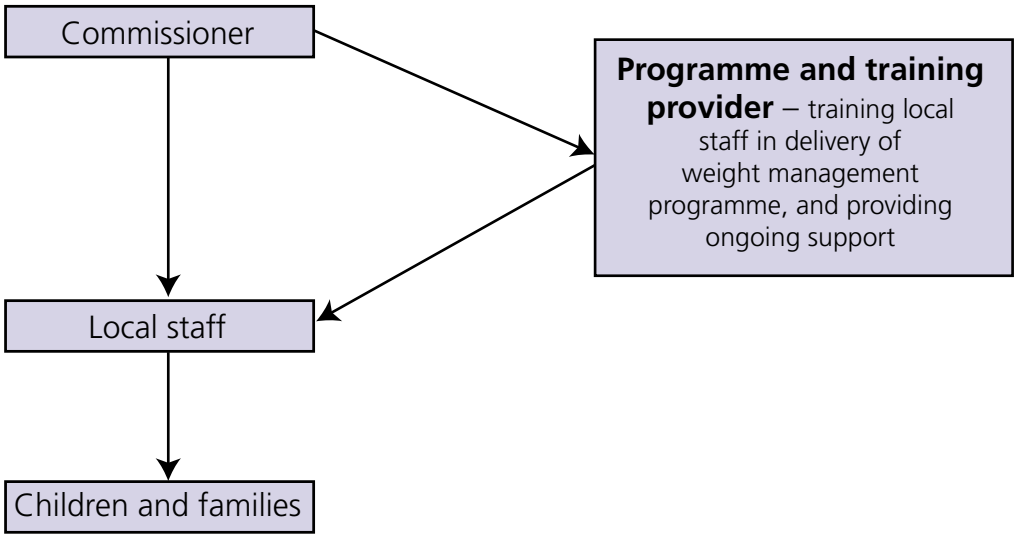
All of the providers that have been appointed to the framework can support local areas in implementing weight management services for children and young people. They all offer a package consisting of:

- a weight management programme, i.e. an approach to weight management that they have developed and which they can help local areas to replicate, along with any necessary adaptations to meet the needs of particular groups;
- training for local staff to enable them to deliver that approach to children and families; and
- ongoing support for staff who have been trained.

The services offered by providers under this framework agreement don't involve directly delivering weight management services to children, young people or families

– but they do provide support to local areas in getting weight management services up and running by providing the package described above.

It will still be up to the local area to make sure that the right kind of staff are in place to receive the training from these providers and then to deliver the service to children and families. These staff could come from a range of potential delivery partners. The following diagram shows the role of programme and training providers in this approach to delivering weight management services.



Section 2 of this guidance gives more information about all of the providers covered by this framework and information on how they were appointed to the framework.

Who can use the framework?

This framework is designed to support those involved in commissioning weight management services for children and young people.

Although the framework will be of great use in supporting joint commissioning, because of the way it has been set up, the primary care trust (PCT) will need to sign local-level contracts with providers and pay them for their services.

Clearly, many areas are now commissioning services for children and young people jointly with other local partners and through children's trust arrangements. If a local area decides to use this framework to help them commission weight management services, all the relevant partners can still of course work together to set their local priorities and make sure that they are getting the best arrangement.

The framework agreement can also be used by PCTs that choose to take a collaborative approach to procurement, with a lead PCT acting as contract signatory on behalf of the others.

How long will this framework agreement last?

The framework will be in place for three years, from April 2009 to March 2012. Commissioners will be able to use the framework at any point during that period.

The contracts that commissioners sign with providers via this framework can last for as long as agreed between the two parties – arrangements do not need to span the three-year period. Contracts which are agreed before March 2012 can continue to run past that date.

Fit with the wider commissioning agenda

The child health strategy, *Healthy lives, brighter futures,*[1] published in February 2009, makes clear that stronger commissioning for children, young people and their families is vital to achieving improved health outcomes. It is therefore vital that commissioners aspire to alignment with the overarching World Class Commissioning agenda, whether they use this particular framework or use another route to commission weight management services.

There are 11 World Class Commissioning competencies, and this framework agreement can particularly support the achievement of those relating to:

- stimulating the market – by enabling the commissioner to work with providers to meet particular needs;
- promoting improvement and innovation – by enabling the commissioner to focus their effort on determining the outcomes they expect from providers; and
- securing procurement skills – by supporting the commissioner in following best practice processes in procurement.

The document *Securing better health for children and young people through world class commissioning*[2] was published alongside *Healthy lives, brighter futures.* It seeks to align the two commissioning cycles typically used when commissioning from a health or joint perspective, and sets out three overall stages which are common to

1 DH/DCSF (2009)*Healthy lives, brighter futures: The strategy for children and young people's health*

2 DH/DCSF (2009) *Securing better health for children and young people through world class commissioning: A guide to support delivery of* Healthy lives, brighter futures: The strategy for children and young people's health

both approaches: needs assessment and strategic planning; shaping and managing the market; and improving performance, monitoring and evaluating. This framework can particularly help commissioners to implement the second of these stages – shaping and managing the market.

It is important to note that, while high-level checks have been carried out on providers covered by this framework agreement (see section 2 for details), the Cross-Government Obesity Unit is not seeking to do commissioners' jobs for them or to limit the options open to them. Commissioners will still be responsible for assessing the procurement options open to them and, if they choose to use this framework, for establishing the outcomes that they wish to achieve and assessing providers' proposals accordingly.

Further support for commissioning weight management services

Supporting local commissioning of weight management services is one of the Cross-Government Obesity Unit's priorities, and part of the Unit's overall plans to help local areas achieve their ambitions around tackling child obesity.

This framework is one tool in a package of support being developed by the Unit. Support that is already available includes:

- *Healthy Weight, Healthy Lives: A toolkit for developing local strategies*;[3] and
- *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people.*[4]

Whether or not local areas choose to use this framework, these pieces of guidance contain several tools which can help commissioners. Both documents are available in the Healthy Weight, Healthy Lives section at www.dh.gov.uk/obesity

All the support being developed by the Cross-Government Obesity Unit is aligned with overarching initiatives to enable effective commissioning for children, young people and families, and associated support such as:

- the commissioning support programme for children's trusts; and
- the World Class Commissioning assurance system for health bodies.

3 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: A toolkit for developing local strategies*

4 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

Evaluating weight management services

There is a need to build on the evidence base in the area of weight management, and local areas will want to ensure that appropriate evaluation of commissioned services is in place.

The National Obesity Observatory has developed a standard evaluation framework for weight management interventions, which will help local areas to decide which aspects to measure and evaluate, and how to do so. It is recommended that commissioners refer to this evaluation guidance when commissioning weight management services of any sort. It is available at www.noo.org.uk

Section 2: Providers covered by the framework agreement

This section gives information about all of the providers that are covered by this framework agreement, and sets out how providers were assessed in order to be appointed to the framework. Summaries of each provider's offer are given at the end of this section.

Introduction

All of the providers that have been appointed to the framework can support local areas in setting up weight management services for children and young people. They all offer a package consisting of:

- an approach to weight management that they have developed and which they can help local areas to replicate, along with any necessary adaptations to meet the needs of particular groups;
- training for local staff to enable them to deliver that approach to children and families; and
- ongoing support for staff who have been trained.

The providers that have been appointed to the framework and the weight management programmes that they can enable local areas to implement are as follows:

	Name of programme	Age range	Level of overweight and obesity	Strategic health authority area
Carnegie Weight Management	Carnegie Clubs	7–17	> 85th percentile	All
	Carnegie Day Camp	7–17	> 85th percentile	All
	Carnegie Residential Camp	8–17	> 85th percentile	All
Combating Obesity Ltd	COBWEBS	12–19	≥ 98th percentile	North East, North West, Yorkshire and the Humber
Royal College of Paediatrics and Child Health (RCPCH) HENRY	Let's get healthy with HENRY	2–5	At risk/ overweight/ obese	All
Leeds Primary Care Trust	Watch IT	8–16	> 98th percentile	All
MEND Central Ltd	Mini-MEND	2–4	At risk/ overweight/ obese	All
	MEND 5–7	5–7	≥ 91st percentile and at-risk groups	All
	MEND	7–13	≥ 91st percentile	All
North East Essex Provider Services	CHIMPS	6–13	≥ 91st percentile	East of England
University of Glasgow	SCOTT	2–19	> 98th percentile	North West, North East, Yorkshire and the Humber, East Midlands, West Midlands, East of England, London
University Hospitals Bristol NHS Foundation Trust	Care of Childhood Obesity (COCO)	2–18	> 95th percentile	All
Weight Management Centre	Alive N Kicking	7–16	≥ 91st and 98th percentile	All

As shown in the table, each provider offers:

- training in the delivery of weight management programmes that are appropriate for **particular age groups**; and
- training in the delivery of weight management programmes that are appropriate for **particular levels of overweight and/or obesity**.

Providers have also been able to specify the regions within which they are able to operate.

More detail about the approaches offered by each provider is given later in this section.

How were providers appointed to the framework?

The Cross-Government Obesity Unit appointed providers to this framework agreement by carrying out a procurement process in line with European Union procurement regulations.

The process consisted of:

- placing advertisements to invite expressions of interest from providers;
- receiving detailed written submissions from bidders; and
- inviting bidders to give detailed presentations and provide additional information on request.

Bidders were evaluated against pre-agreed criteria at all stages of the process. This evaluation was carried out by a team including Cross-Government Obesity Unit officials, a senior representative from the regional public health groups, and PCT representatives with commissioning and service delivery experience. Procurement and legal experts were also closely involved in the process.

It was very important that the Unit asked bidders the right questions and evaluated them accordingly, and the Unit is very grateful to those PCT colleagues who gave their time to comment on key documents and attend meetings with bidders.

What were bidders evaluated against?

Bidders were assessed on four areas:

1. Service proposal

The Cross-Government Obesity Unit worked with PCT colleagues to develop an overall service specification that providers would have to deliver – this is provided at Annex A and covers the complete package of:

- an approach to weight management that can be replicated in local areas;
- training to local staff to enable them to deliver that approach to children and families; and
- ongoing support to staff who have been trained.

The overarching service specification was designed to be as high level and outcome based as possible, in order to allow providers to offer innovative solutions.

In assessing service proposals from providers, a range of issues were explored including:

- compliance with existing guidance from the National Institute for Health and Clinical Excellence (NICE);
- alignment with key national messages;
- the evidence base for the approach to weight management;
- appropriate levels of clinical input to the weight management programme;
- experience of providing training and tailoring it according to staff needs; and
- appropriateness of the approach to ongoing support for staff who have received training.

Given the importance of the health inequalities agenda, providers were also asked to demonstrate how their approach to weight management could meet the needs and preferences of particular groups, such as different ethnic, cultural or faith groups, or people with physical or learning disabilities.

2. Capacity to deliver the service

Providers were asked to demonstrate the capacity of their organisation to provide the service across a number of areas, and to show that they had a plan in place to scale up to meet growing demand as required.

3. Commercial issues

Providers had to demonstrate that they have the necessary financial standing and insurance. They were also required to set out the prices for providing their service to local areas.

4. Legal issues

Providers were required to demonstrate that they comply with the provisions in the framework agreement signed with the Department of Health, which will act as an 'umbrella contract' for specific contracts with individual PCTs.

The full list of areas covered in the national-level procurement process is available in Annex B.

Can these providers meet specific local needs?

Because of the way the framework is set up, commissioners are able to set out their specific local needs (within the parameters of the overarching service specification in Annex A) and ask providers on the framework to show how they will deliver against those. This will include showing that their weight management programme is right for the end users specified by the commissioner (for example in terms of age, level of overweight/obesity, ethnicity, disability etc.). When the provider comes to deliver its training, it will also be expected to adapt the training according to the group of local staff receiving it – for example, by focusing on a particular approach to weight management rather than the underlying principles.

It will be up to commissioners to set out the criteria they expect providers to meet and then to evaluate each of the providers' bids against these criteria. This is covered in more detail in section 3.

What is the evidence that these providers are effective?

As part of the national-level evaluation process, providers were required to set out the relevant evidence for their approach to weight management. Each provider has set this out in the summaries later in this section.

It will be up to local areas to decide which provider will best meet their local requirements, by following the process set out in section 3 of this guidance. Commissioners will set the criteria they will require providers to meet as part of this selection process, and may choose to include specific requirements with regard to the evidence base for the approach or evidence of outcomes.

How will providers be monitored?

Providers covered by the framework agreement will be monitored to make sure that they continue to offer a good service. Commissioners can give feedback to the framework manager. If absolutely necessary, providers can be removed from the framework but all possible steps would be taken to improve their performance before reaching that stage.

Because of procurement regulations, new providers can't be added to this framework agreement. But the providers that are covered by it can ask the Cross-Government Obesity Unit if they can expand their offer, for example by developing approaches to weight management that cover more age groups or by working in more regions than they originally bid for.

Information about each provider

The following pages provide a summary of each provider's service offer(s), covering:

- the weight management programme(s) that they have developed and the evidence base behind it;
- how and to whom they provide training to deliver the weight management programme(s);
- what kind of ongoing support they offer to people they have trained; and
- resources that the commissioner would need to ensure are in place in order to deliver the weight management programme(s) on the ground.

These summaries will help commissioners to:

- understand the type of services that can be procured via this framework agreement;
- decide whether to use this framework agreement; and
- get a sense of any additional resources they may need to provide such as venues, equipment and so on.

Pricing information

The summaries provided on the following pages do not include information about pricing. As pricing information is commercially sensitive, it can't be included in this publicly available document. Please see the 'Support for commissioners' section for details of how to contact the framework manager, who will be able to provide information on pricing for each of the providers. This pricing information consists of:

- **a scenario price**: each provider was asked to set out a scenario, outlining a service they may typically provide to a commissioner, and to give the price for delivering against that scenario. This information is set out in a brief table for each provider; and
- **a detailed breakdown of prices**: each provider has also set out a more detailed breakdown of the component costs of its service, covering areas such as the cost of training for each member of staff or the cost of resources provided to help local staff deliver the weight management programme on the ground. This information is set out in a spreadsheet for each provider.

Commissioners will want to be aware that each provider takes a different approach and it is therefore important to look at the value for money rather than price alone. This is covered in more detail in section three.

The information has been provided by each provider and it has been their responsibility to ensure the accuracy of the information. The Cross-Government Obesity Unit is not responsible for the content of the summaries.

Alive N Kicking

General information	
Organisation	Weight Management Centre Ltd
Contact details	Tel: 020 8417 0078 E-mail: alan@wmc.uk.com
Strategic health authority (SHA) area	All regions
Weight management programme	
Name of programme	Alive N Kicking
Age group	7–11 and 11–16 inclusive
Target group	91st and 98th percentile (overweight and obese)
Programme approach	Based upon segments of 12 weeks (three months), families are invited to attend each week for a one-hour compulsory session followed by one organised physical activity session each week (normally optional). Families take part in activities including education sessions, physical activity programmes and behavioural change workshops, aimed at removing barriers to change and improving self-esteem. Identifying and addressing family conflicts surrounding food, physical activity or weight problems remains a cornerstone of the programme. The programme uses group sessions, a one-to-one assessment and information exchanges. These formal and informal assessments aim to determine the factors contributing to weight gain in the child, examining: willingness and motivation or barriers to change; psychosocial distress such as low self-esteem; teasing and bullying; physical activity levels and attitudes to exercise; nutrition profiles and food purchase; feeding and food access opportunities; eating protocols; hunger and satiety issues; and many other related issues. The child exercise component is specifically designed to improve cardiovascular fitness and muscular strength and endurance, and to build confidence allowing re-engagement in mainstream activity at school and elsewhere. Parents are invited to take part in appropriate fun activity sessions to build the family bond and reinforce the fun element of engaging in family activities together. There is an examination of family participation in active play or sedentary behaviour, and correcting sedentary patterns is a vital aspect of the programme. A bespoke, prioritised support strategy is devised in conjunction with the whole family. All participating family members are involved in determining the potential solutions, and agree the commitment and contribution required by each person in the process of change. All behavioural and lifestyle modifications are specific and time related and subject to a review process. The programme provides a full set of delivery materials and comprehensive obesity prevention and intervention toolkits (which were awarded highly commended by the National Obesity Forum in its Awards for Excellence in Obesity Care, 2006).

Training	
Number and type of staff required to deliver programme	Recommend two staff – main facilitator 20 hours per week (to cover two groups of up to 20); and physical activity co-ordinator six hours per week. The type of staff suited would be health trainers, food or nutrition staff or those with physical activity expertise and experience of working with young people.
Training provision	The training will comprise three full days (continuous) and can be delivered at any location directed by the commissioning authority. Where there is no preferred venue, a local training venue will be sourced as part of the service. It is suggested that teams of up to 12 people can be trained during one three-day session. Light lunch and refreshments will be provided on the training days. Training will be delivered by practising experts with several years' experience in delivering weight management services to both children and adults, as well as many years' experience of tutoring and lecturing on the subject of adult and childhood obesity. All trainers will have a relevant teaching qualification and a high-level qualification in physical activity, behavioural change or nutrition. All training will be accompanied by a full set of student materials and accompanying working portfolios. Each group will be provided with the full childhood obesity toolkit, which includes high-level resources for both the intervention programme as well as prevention programmes for school and community work. All training is independently accredited and will be submitted to *Skills for Health* for endorsement as continuing professional development (CPD) training for all delegates on the programme.
Ongoing support	
Ongoing support provided	We provide full ongoing support to all staff running the programme via continuous telephone and email contact. As a research and training organisation, one of our strengths is to provide regular research and data updates from the major journals and academic references with respect to childhood obesity. This will ensure that the delivery team become experts in their field over time. There will also be a quarterly newsletter informing practitioners about what is going on in other programmes; the ideas and innovations that are emerging; what is working and what is not; and the sharing of best practice across projects. The support period would be for the duration of the contract determined by the commissioning authority, and our team of experienced in-house staff will field all enquiries and questions, typically including logistics, programme design, marketing and recruitment onto the programme, physical activity and exercise, nutrition and weight management issues, as well as day-to-day operational matters. Also available are two staff support site visits each year, and these can be used in any way that the authority chooses. This may involve refresher or subject-specific training, or it may be an opportunity for mentoring or programme feedback and review for the delivery team.

Additional information	
Evidence base	Programme design and development results from review of the current literature as well as from the experiences gained by the delivery teams. Our programmes continue to evolve as we work with a number of different providers who are working across a range of settings, with a complete cross-section of clients. This is one of the ways in which we maintain fresh, up-to-date and relevant components in both the training and delivery of the models that we provide. The design and implementation of the project took its lead from best practice as identified in the review of available data highlighted in: Lobstein T (2006). Final report for best practice for the prevention of overweight and obesity in children. *Obesity Reviews 7* (Suppl. 1): 1–5. Flynn MAT, Malof B, Butasingwa D et al. (2006). 'Reducing obesity and chronic disease risk in children and youth: a synthesis of evidence with best practice recommendations.' *Obesity Reviews 7* (Suppl. 1): 7–66. British Medical Association (2005). *Preventing Childhood Obesity: A report from the BMA Board of Science.* Over and above this, we continually review the literature for innovation and development and to ensure that current best practice is adhered to. As such, we subscribe to the following publications: *Obesity Reviews* (Blackwell Publishing) *The British Journal of Cardiology* (National Obesity Forum) *Proceedings of the Nutrition Society* *International Journal of Obesity* (Nature) *SportEx Health* (Activity for Health) In addition we use the model toolkits such as Lightening the Load, National Heart Forum Toolkit 2007 and work extensively from the information provided in learned documents such as the Foresight report, *Tackling Obesities. Future Choices* and *Healthy Weight, Healthy Lives*.

PCT resource required	It is good practice to have two people present at each group meeting – one to work with the adults, one with the children. They are encouraged to interchange periodically to increase individual skills, exchange ideas and to build flexibility into the delivery team. We suggest that the main facilitator be deployed for 20 hours weekly to comfortably facilitate a caseload of 40 families (two groups of 20) providing sufficient time for one-to-one sessions and all administrative requirements. In this case, the physical activity co-ordinator would be required for 6 hours per week. Four 12-week programmes annually would cater for 160 families. Those suitable for delivering the programme would normally have previous experience in working with young people, with some practical or academic knowledge of healthy eating, healthy lifestyles or physical activity. Training will cover all aspects of delivering the programme but it is recommended that those delivering the exercise component have a relevant fitness qualification. We can provide this training or assist in sourcing external exercise and fitness expertise if required. We suggest that the programme is run from a community facility such as a leisure centre. A suitable games pack can be supplied if required.

Care of Childhood Obesity (COCO) programme

General information	
Organisation	University Hospitals Bristol NHS Foundation Trust
Contact details	Tel: 0117 342 8877/8878 E-mail: Michelle.Narey@UHBristol.nhs.uk
SHA area	All regions
Weight management programme	
Name of programme	Care of Childhood Obesity (COCO) programme
Age group	2–18
Target group	Obesity body mass index (BMI) > 95th percentile
Programme approach	The COCO weight management training programme is based on a model delivered in Bristol since 1999. It is multidisciplinary and multicomponent. Step-by-step intensification can be delivered dependent on patient outcome (BMI change) at various stages. Stage 1: Initial six months' therapy promotes healthier eating through the Food Standards Agency (FSA) 'Eatwell Plate' and increased activity through advice and organised exercise sessions. A step up in those not responding to Stage 1 is calorie prescription (based on recommended daily allowances) providing families with a formalised framework to change dietary habits over six months (Stage 2). If at the end of 12 months of lifestyle manipulation, body composition has not improved, then calorie restriction (calorie-controlled diet) and/or pharmacotherapy are utilised (Stage 3). The maximum time an individual spends on the programme should be no more than 24 months. This approach is one to one in nature, thus allowing individualised therapy appropriate for the contextual situation (ethnic, social, demographic) of each family. During the first contact, an hour is spent with each family discussing the reasons underlying their child's obesity, its implications, and possible lifestyle measures for improving BMI. Emphasis is placed on implementing changes to increase levels of enjoyable physical activity alongside a balanced diet, based on the Eatwell Plate. Families are encouraged to set their own dietary and physical activity goals and targets, with practical advice and guidance from the team. The approach is one of facilitation rather than prescription being consistent with self-determination principles and more likely to lead to responsibility for long-term behaviour change. After the initial contact, further consultations are arranged at three monthly intervals although telephone contact with the families can be factored in to reinforce key messages and offer continual support. There are five visits over the first 12 months (approximately three hours per family of face-to-face interaction with the multidisciplinary team in the clinic setting). Patients in Stage 3 therapy may require more frequent contacts. The programme is strong on process and outcome evaluation: engagement of target populations including relevant ethnic minorities, disability groups, patient retention, reduction in BMI standard deviation score and obesity co-morbidities.

Training	
Number and type of staff required to deliver programme	A PCT would need to provide a minimum of three individuals with appropriate skills to deliver the programme to children and families. At least one of the team should be a paediatric dietitian while another should have fitness and training experience specifically with children. The third member would be experienced at working with children but could come from a variety of backgrounds such as community (practice-based), paediatric or school nursing, or clinical psychology.
Training provision	This outcome-based training package will be delivered as a five-day (full-time) course within the purpose-built Education Centre based at University Hospitals Bristol. Ideally, we propose and encourage the simultaneous teaching of multi-agency teams which are intending to run a weight management programme in their own localities. This should aid operational policy once an entire team has completed the course. The course will cover normal childhood growth, effects of puberty, anthropometric measurements, epidemiology of childhood obesity in the UK, pathology syndromes, genetics and endocrinology in childhood obesity plus consequences, nutrition, nutrition in childhood, managing the obese child's dietary needs, improving physical activity in children and families with weight problems, running a nurse-led obesity clinic/service, the psychology and motivation of change in children and adolescents, consumers' expectations for an obesity service, supporting health professionals' view on childhood obesity and its treatment, how local civic services can impact on childhood obesity, supporting minority and at-risk groups, financing, setting up and evaluating obesity services, and the role of secondary care in childhood obesity management. Teaching will consist of a limited number of key lecture topics supported by a greater number of small group tutorials, discussion groups and practical sessions for important key learning areas, allowing tailoring for local needs. This will be underpinned by a course syllabus and teaching manual provided to candidates in advance with links to teaching materials placed on the programme's website. The course will end with an examination to assess the core competencies of those attending.

Ongoing support	
Ongoing support provided	A key component of follow-up support will be a discussion board (Wiki) posted on the programme's website which the participants would have already accessed for their pre-course materials. This will be indefinitely accessible (using individual passwords provided with each learner's pack) to all who have attended the course. The discussion board will be accessed centrally by the course administrator at least twice weekly so that the team member to whom the question is addressed can answer in a timely fashion. The board will be interactive, so that others who have previously attended the course can view questions and answers and put forward their suggestions and comments, thereby facilitating dialogue across different localities as services develop across the country. Sessional time will be set aside by University Hospitals Bristol for key professionals (a doctor, dietitian and specialist nurse) to provide and support this service and provide a frequently asked questions answer-board. Previous attendees will remain able to access the website, so new learning materials posted on the site for future courses will also be available for their usage. A reference base will be posted as emerging data becomes available. Phone advice will be available on request (at extra cost). Follow-up/refresher courses can be provided by separate arrangement with commissioners. Participants will complete an online survey six months after completing the course providing feedback on the course, its impact and implementation locally.
Additional information	
Evidence base	The development of the present framework of the COCO clinic has been an iterative process based on research and analysis of health,* target setting† and outcomes in our cohort of patients.‡ More recent innovations have been underpinned by fully funded, randomised trials, the most recent being a research for patient benefit trial examining the feasibility of providing COCO-like services in primary care. The first phase of this trial was to study consumer satisfaction and experiences in the hospital clinic. At the time of writing, two papers are in press: 'Children's and parents' views and experiences of attending a childhood obesity clinic: a qualitative study', *Primary Health Care Research & Development*, and 'Practitioners' views on managing childhood obesity in primary care: a qualitative study', *British Journal of General Practice*. Other fully funded studies include a randomised controlled trial studying the effect of slowing eating speed to augment weight loss and a study on how taste preferences influence food choice in childhood. Our training programme is based on the understanding and observations made in numerous studies that have been thoroughly evaluated and accepted within the scientific rigour of academic journal peer review. Educational validity for the taught programme and participant assessment is underpinned by the direct involvement of the Teaching and Learning for Health Professionals (TLHP) Team headed by Dr Stephen Greenwood at the University of Bristol (www.medici.bris.ac.uk/tlhp). TLHP provides a modular certificate/diploma/masters in teaching and learning (now one of the largest courses in medical education in the UK) and this team has considerable expertise in educational methodologies specific to healthcare professionals' needs. * Sabin MA, Hunt LP, Ford AL et al. (2008). *Diabetic Medicine* 25(3): 289–95. † Hunt LP, Ford A, Sabin MA et al. (2007). *Arch Dis Child* 92(5): 399–403. ‡ Sabin MA, Ford A, Hunt L et al. (2007). *J Eval Clin Pract* 13(3): 364–8.

PCT resource required	1. A team of three band 7 level experienced staff (at least one having a paediatric dietetic background and another experienced in childhood activity and exercise). 2. At least two-child appropriate clinical rooms (three would be preferable). 3. Seca scales; Harpenden stadiometer (or equivalent (Leicester)); waist circumference measuring tape; BMI charts; height and weight chart (available from the Child Growth Foundation); blood pressure measuring kit. 4. Direct access to a specialist paediatrician for complex or difficult clinical scenarios. 5. Direct access to phlebotomy service as necessary.

Carnegie Clubs

General information	
Organisation	Carnegie Weight Management (CWM), Leeds Metropolitan University
Contact details	Tel: 0113 812 5233 E-mail: p.gately@leedsmet.ac.uk
SHA area	All regions
Weight management programme	
Name of programme	Carnegie Clubs
Age group	7–17
Target group	> 85th percentile for age- and gender-related BMI
Programme approach	Clubs run for 12 weeks, 3.5 hours per week, at the weekend or after school throughout the year. Children are supervised by staff throughout the sessions. Given the nature of the CWM approach, staff to pupil ratio is high, with one staff member to every seven children. This programme represents the lowest intensity solution of CWM's care pathway. It is primarily focused on overweight children, although it is effective for all levels of overweight/obesity. Parents also attend the Clubs programme and achieve significant weight loss. The club is a multidisciplinary programme including guidance on dietary restriction and modification, physical activity and its promotion, lifestyle change and the development of social skills. All components adhere fully to NICE guidance and the educational themes are aligned to key stages in the National Curriculum and other national health promotion campaigns such as Change4Life. CWM uses a unique approach to behaviour change which operates at three levels. Level 1 consists of a theoretical framework providing a platform for the use of Level 2, cognitive behavioural therapy tools (monitoring, goal setting, problem solving, stimulus control, cognitive restructuring). Level 3 changes behaviours in diet, physical activity and social interaction. The programme is delivered in group sessions. Independent research has shown that the approach creates a task-orientated climate which is aligned to a more nurturing environment. Statistically significant improvements are seen in a range of variables including anthropometry, body composition, fitness, blood pressure and psychometric. Quality control visits are carried out by the CWM central team to ensure that all programme delivery is aligned to the high standards set by CWM. All staff are appropriately trained and have a Criminal Records Bureau (CRB) enhanced check and child protection training. Parents are involved significantly with a parallel programme of workshops, physical activity and activities as well as resources to support the modification of the home environment. Children and families receive a range of resources during and after the programme. As standard, families receive an additional three months follow-on support after the programme has finished which includes manuals and resources, access to a members' website, bi-weekly phone calls, text tips and regular newsletters.

Training	
Number and type of staff required to deliver programme	A minimum of four staff are required to deliver a Carnegie Club programme for 25 children. Staff must have appropriate qualifications and experience in fields such as health, sport, nutrition or teaching. In addition they must have excellent communication skills. All staff are CRB checked to an enhanced level.
Training provision	CWM's training for local staff enables them to deliver a high-quality and sustainable weight management service. CWM's training is accredited by Leeds Metropolitan University and complies with 2006 NICE guidance. The course ensures that staff are prepared to work strategically according to changing demands. It recognises, develops and utilises the abilities of the workforce. Training involves a five-day taught course and 10 days' on-the-job training totalling 450 hours of contact including self-guided components and reflective practice. After training, the following support is provided by CWM: • resources for the programme; • access to the CWM staff web portal for guidance and latest resources; and • CPD where necessary. The award aims to support participants to: • reflect upon, evaluate and appreciate personal experiences; • identify personal strengths and areas for improvement; • examine and understand a range of theoretical perspectives; • be more effective practitioners in childhood obesity management and treatment; • develop skills, knowledge, and experience in the management and treatment of childhood obesity; and • analyse and develop programmes that are responsive to and anticipate changing circumstances. Training is delivered at Leeds Metropolitan University campus or at one of its UK partner institutions.

Ongoing support	
Ongoing support provided	CWM's primary objective is to establish a safe, effective, locally relevant and sustainable model for the local PCT. Thus, by building capacity initially the local provider is less reliant on CWM support to ensure effective outcomes. With operational and marketing set up, a strong sustainable model is established. In addition, strong relationships are built between the CWM team and the local provider/commissioner. This ensures that the ongoing support is optimised. Ongoing support is available to all staff delivering CWM programmes. This is in the form of meetings, dialogue and written guidance. All staff receive access to the CWM staff portal which provides a range of resources to support programme delivery. Quality control visits are undertaken by the CWM central team to ensure that the high standards established by CWM are maintained. This would occur on a weekly basis and involve viewing physical activity, lifestyle, social and lunchtime activities. CWM believes that feedback from children, families, staff and the provider/ commissioner is a critical dimension to further programme refinement and development. Thus, ongoing evaluation support and an evaluation report are provided by CWM, with guidance on modifications or additional requirements to the programme to ensure a greater degree of success.
Additional information	
Evidence base	In addition to our significant evidence base associated with our residential camp model, we have also adopted a similar model for the delivery of our community programmes. We have several publications on our Clubs programme in *Obesity* and the *International Journal of Obesity*. Our-short term outcomes are impressive, with children achieving: • stable body mass; • 0.16 reduction in BMI standard deviation score; • 2% reduction in body fat; • 20% improvement in fitness; and • 10% increase in global self-worth. Parents also achieve: • a significant reduction in body mass; • 0.31 kgm^{-2} reduction in BMI; • 5 cm reduction in waist circumference; and • 20% improvement in fitness. CWM has a range of academic partners, which include: Leeds University Department of Psychiatry and Behavioural Science; Leeds Teaching Hospital Trust Departments of Medical Physics and Chemical Pathology; Institute of Child Health; Medical Research Council (MRC) Childhood Nutrition Centre; University of Manchester School of Medicine; MRC Human Nutrition Research Centre, Cambridge.

Evidence base (continued)	In addition to our impressive list of collaborators, we have a number of established professors, readers, research fellows and assistants with a range of skills to support our research work. Finally, we have a number of PhD and masters students involved in research work associated with CWM's activities. As an academic institution, we will continue to undertake research on childhood obesity in four specific areas: 1. understanding the key ingredients of successful weight loss; 2. understanding the appropriate research methodologies for assessment of weight-loss interventions; 3. investigating monitoring methodologies; and 4. transferring knowledge to a range of appropriate contexts to ensure local relevance. CWM will build on our already impressive portfolio of 25 full scientific articles and over 300 other scientific communications. We have a number of research projects currently under way, which will add to this evidence base.
PCT resource required	We require an initial meeting (full day) with the commissioner and their identified local programme lead/co-ordinator to establish the operational set-up and recruitment to the programme. The programme lead/co-ordinator is responsible for: • effective staff recruitment; • selection and procurement of an appropriate site; • definition and activation of the marketing, awareness campaign and reporting/evaluation process; and • regular dialogue with the CWM team. Four staff are required to deliver the programme for 25 children. The location needs: • to be easily accessible; • a private area for monitoring; • a sports hall and changing rooms; • a lifestyles classroom; • access to drinking water; • a health and safety policy; • parking; • tea and coffee-making facilities; and • toilet facilities.

	Venue costs are not included in the provision. Access to local clinical support where necessary would be as per normal practice in education and community activities. It would be the role of the delivery staff members to adhere to the health and safety guidance to deal with any health and safety related issues. Technological requirements include: monitoring (body composition device, stadiometer and blood pressure monitor) and physical activity equipment.

Carnegie Day Camp

General information	
Organisation	Carnegie Weight Management, Leeds Metropolitan University
Contact details	Tel: 0113 812 5233 E-mail: p.gately@leedsmet.ac.uk
SHA area	All regions
Weight management programme	
Name of programme	Carnegie Day Camp
Age group	7–17
Target group	> 85th percentile for age and gender related BMI
Programme approach	Day camps are delivered during school holiday periods except Christmas (maximum six weeks, minimum one week). Children are under the supervision of staff throughout the day. Given the nature of the CWM approach, the staff to pupil ratio is high with one staff member to every five children. This programme represents a moderate-intensity solution which fits into the care pathway between our residential camp and clubs models. It is primarily focused on obese children, although it is effective for all levels of overweight/obesity. The camp is a multidisciplinary programme including guidance on dietary restriction and modification, physical activity and its promotion, lifestyle change and the development of social skills. All components adhere fully to NICE guidance and the educational themes are aligned to key stages in the National Curriculum and other national health promotion campaigns such as Change4Life. CWM uses a unique approach to behaviour change which operates at three levels. Level 1 consists of a theoretical framework providing a platform for the use of Level 2, cognitive behavioural therapy tools (monitoring, goal setting, problem solving, stimulus control, cognitive restructuring). Level 3 changes behaviours in diet, physical activity and social interaction. The programme is delivered in groups and one-to-one sessions. Independent research has shown that the approach creates a task-orientated climate which is aligned to a more nurturing environment. Clinically and statistically significant improvements are seen in a range of variables including anthropometry, body composition, fitness, blood pressure and psychometric. Quality control visits are carried out by the CWM central team to ensure that all programme delivery is aligned to the high standards set by CWM. All staff are appropriately trained and have a CRB enhanced check and child protection training. Parents are involved significantly with weekly parent workshops and activities, as well as resources to support the modification of the home environment. Children and families receive a range of resources during and after the programme. As standard, families receive an additional three months follow-on support after the programme has finished which includes manuals and resources, access to a members' website, bi-weekly phone calls, text tips and regular newsletters.

Training	
Number and type of staff required to deliver programme	A minimum of ten staff are required to deliver a Carnegie Day Camp programme for 50 children. Staff must have appropriate qualifications and experience in fields such as health, sport, nutrition or teaching. In addition they must have excellent communication skills. All staff are CRB checked to an enhanced level.
Training provision	CWM's training for local staff enables them to deliver a high-quality and sustainable weight management service. CWM's training is accredited by Leeds Metropolitan University and complies with 2006 NICE guidance. The course ensures that staff are prepared to work strategically according to changing demands. It recognises, develops and utilises the abilities of the workforce. Training involves a five-day taught course and 10 days' on-the-job training totalling 450 hours of contact including self-guided components and reflective practice. After training, the following support is provided by CWM: • resources for the programme; • access to the CWM staff web portal for guidance and latest resources; and • CPD where necessary. The award aims to support participants to: • reflect upon, evaluate and appreciate personal experiences; • identify personal strengths and areas for improvement; • examine and understand a range of theoretical perspectives; • be more effective practitioners in childhood obesity management and treatment; • develop skills, knowledge and experience in the management and treatment of childhood obesity; and • analyse and develop programmes that are responsive to and anticipate changing circumstances. Training is delivered at Leeds Metropolitan University campus or at one of its UK partner institutions.

Ongoing support	
Ongoing support provided	CWM's primary objective is to establish a safe, effective, locally relevant and sustainable model for the local PCT. Thus, by building capacity initially the local provider is less reliant on CWM support to ensure effective outcomes. With operational and marketing set up, a strong sustainable model is established. In addition, strong relationships are built between the CWM team and the local provider/commissioner. This ensures that the ongoing support is optimised. Ongoing support is available to all staff delivering CWM programmes. This is in the form of meetings, dialogue and written guidance. All staff receive access to the CWM staff portal which provides a range of resources to support programme delivery. Quality control visits are undertaken by the CWM central team to ensure that the high standards established by CWM are maintained. This would occur on a weekly basis and involve viewing physical activity, lifestyle, social and lunchtime activities. CWM believes that feedback from children, families, staff and the provider/commissioner is a critical dimension to further programme refinement and development. Thus, ongoing evaluation support and an evaluation report are provided by CWM, with guidance on modifications or additional requirements to the programme to ensure a greater degree of success.
Additional information	
Evidence base	In addition to our significant evidence base associated with our residential camp model, we have also adopted a similar model for the delivery of our community programmes. We continue to gather evidence for publication on this programme. Our pilot data shows that children on average achieve: • 1 kg per week weight loss; • 0.23 reduction in BMI standard deviation score; • 0.75% per week reduction in body fat; • 100% of weight loss due to fat loss; and • clinically significant reductions in cholesterol. CWM has a range of academic partners, which include: Leeds University Department of Psychiatry and Behavioural Science; Leeds Teaching Hospital Trust Departments of Medical Physics and Chemical Pathology; Institute of Child Health; MRC Childhood Nutrition Centre; University of Manchester School of Medicine; MRC Human Nutrition Research Centre, Cambridge. In addition to our impressive list of collaborators, we have a number of established professors, readers, research fellows and assistants with a range of skills to support our research work. Finally, we have a number of PhD and masters students involved in research work associated with CWM's activities.

	As an academic institution, we will continue to undertake research on childhood obesity in four specific areas: 1. understanding the key ingredients of successful weight loss; 2. understanding the appropriate research methodologies for assessment of weight loss interventions; 3. investigating monitoring methodologies; and 4. transferring knowledge to a range of appropriate contexts to ensure local relevance. CWM will build on our already impressive portfolio of 25 full scientific articles and over 300 other scientific communications. We have a number of research projects currently under way, which will add to this evidence base.
PCT resource required	We require an initial meeting (full day) with the commissioner and their identified local programme lead/co-ordinator to establish the operational set-up and recruitment to the programme. The programme lead/co-ordinator is responsible for: • effective staff recruitment; • selection and procurement of an appropriate site; • definition and activation of the marketing, awareness campaign and reporting/evaluation process; and • regular dialogue with the CWM team. Ten staff are required to deliver the programme for 50 children. The location needs: • to be easily accessible; • a private area for monitoring; • a sports hall and changing rooms; • a lifestyles classroom; • outdoor activity space; • access to drinking water; • a health and safety policy; • parking; • tea and coffee-making facilities; and • toilet facilites. Venue costs are not included in the provision. Access to local clinical support where necessary would be as per normal practice in education and community activities. It would be the role of the delivery staff members to adhere to the health and safety guidance to deal with any health and safety related issues. Technological requirements include: monitoring (body composition device, stadiometer and blood pressure monitor) and physical activity equipment.

Carnegie Residential Camp

General information	
Organisation	Carnegie Weight Management, Leeds Metropolitan University
Contact details	Tel: 0113 812 5233 E-mail: p.gately@leedsmet.ac.uk
SHA area	All regions
Weight management programme	
Name of programme	Carnegie Residential Camp
Age group	8–17
Target group	> 85th percentile for age- and gender-related BMI
Programme approach	Residential camps are delivered during the summer and easter school holidays (maximum eight weeks, minimum two weeks). Children are supervised 24 hours per day. Given the residential nature and the CWM approach, the staff to pupil ratio is high with one staff member to every three children. This represents the most intensive weight management programme available with the exception of surgery; it is primarily focused on the most obese children, although it is effective for all levels of overweight/obesity. The camp is a multidisciplinary programme including guidance on dietary restriction and modification, physical activity and its promotion, lifestyle change and the development of social skills. All components adhere fully to NICE guidance and the educational themes are aligned to key stages in the National Curriculum and other national health promotion campaigns such as Change4Life. CWM uses a unique approach to behaviour change which operates at three levels. Level 1 consists of a theoretical framework providing a platform for the use of Level 2, cognitive behavioural therapy tools (monitoring, goal setting, problem solving, stimulus control, cognitive restructuring). To change behaviours, Level 3 focuses on diet, physical activity and social interaction. The programme is delivered in groups and one-to-one sessions. Independent research has shown that the programme creates a task-orientated climate which is aligned to a more nurturing environment. Clinically and statistically significant improvements are seen in a range of variables including anthropometry, body composition, metabolic, fitness, blood pressure and psychometric. Quality control visits are carried out by the CWM central team to ensure that all programme delivery is aligned to the high standards set by CWM. All staff are appropriately trained and have a CRB enhanced check and child protection training. Parents are involved significantly (for four days) with parent workshops and activities, as well as resources to support the modification of the home environment on the child's return.

	Children and families receive a range of resources during and after the programme. As standard, families receive an additional three months follow-on support after the programme has finished which includes manuals and resources, access to a members' website, bi-weekly phone calls, text tips and regular newsletters.
Training	
Number and type of staff required to deliver programme	A minimum of 20 staff are required to deliver a Carnegie Residential Camp programme for 100 children. Staff must have appropriate qualifications and experience in fields such as health, sport, nutrition or teaching. In addition they must have excellent communication skills. All staff are CRB checked to an enhanced level.
Training provision	CWM's training for local staff enables them to deliver a high-quality and sustainable weight management service. CWM's training is accredited by Leeds Metropolitan University and complies with 2006 NICE guidance. The course ensures that staff are prepared to work strategically according to changing demands. It recognises, develops and utilises the abilities of the workforce. Training involves a five-day taught course and 10 days' on-the-job training totalling 450 hours of contact including self-guided components and reflective practice. After training, the following support is provided by CWM: • resources for the programme; • access to the CWM staff web portal for guidance and latest resources; and • CPD where necessary. The award aims to support participants to: • reflect upon, evaluate and appreciate personal experiences; • identify personal strengths and areas for improvement; • examine and understand a range of theoretical perspectives; • be more effective practitioners in childhood obesity management and treatment; • develop skills, knowledge and experience in the management and treatment of childhood obesity; and • analyse and develop programmes that are responsive to and anticipate changing circumstances. Training is delivered at Leeds Metropolitan University campus or at one of its UK partner institutions.

Ongoing support	
Ongoing support provided	CWM's primary objective is to establish a safe, effective, locally relevant and sustainable model for the local PCT. Thus, by building capacity initially the local provider is less reliant on CWM support to ensure effective outcomes. With operational and marketing set up, a strong sustainable model is established. In addition, strong relationships are built between the CWM team and the local provider/commissioner. This ensures that the ongoing support is optimised. Ongoing support is available to all staff delivering CWM programmes. This is in the form of meetings, dialogue and written guidance. All staff receive access to the CWM staff portal which provides a range of resources to support programme delivery. Quality control visits are undertaken by the CWM central team to ensure that the high standards established by CWM are maintained. This would occur on a weekly basis and involve viewing physical activity, lifestyle, social and mealtime activities. CWM believes that feedback from children, families, staff and the provider/commissioner is a critical dimension to further programme refinement and development. Thus, ongoing evaluation support and an evaluation report are provided by CWM, with guidance on modifications or additional requirements to the programme to ensure a greater degree of success.
Additional information	
Evidence base	Without question, CWM has the strongest and largest evidence base for the delivery of residential weight-loss camps for children across the globe. We have published successful short- and long-term outcomes of the programme in *Paediatrics*, *Obesity* and the *International Journal of Obesity*. The outcomes show that, on average, children achieve: • 2 kg per week weight loss; • 0.5 kgm^{-2} per week reduction in BMI; • 1% per week reduction in body fat; • 100% of weight loss due to fat loss; • 17% reduction in total cholesterol; • 28% reduction in LDL (low-density lipoprotein) cholesterol; • 20% increase in global self-worth; and • 32% reduction in body dissatisfaction. Long-term outcomes show: • 89% have a lower BMI standard deviation score at one year.

	CWM has a range of academic partners, which include: Leeds University Medical School; Leeds Teaching Hospital Trust Departments of Medical Physics and Chemical Pathology; Institute of Child Health; MRC Childhood Nutrition Centre; University of Manchester School of Medicine; MRC Human Nutrition Research Centre, Cambridge. We have a number of established professors, readers, research fellows and assistants with a range of skills to support our research work. Finally, we have a number of PhD and masters students involved in research work associated with CWM's activities. As an academic institution, we will continue to undertake research on childhood obesity in four specific areas: 1. understanding the key ingredients of successful weight loss; 2. understanding the appropriate research methodologies for assessment of weight-loss interventions; 3. investigating monitoring methodologies; and 4. transferring knowledge to a range of appropriate contexts to ensure local relevance. CWM will build on our already impressive portfolio of 25 full scientific articles and over 300 other scientific communications. We have a number of research projects currently under way, which will add to this evidence base.
PCT resource required	We require an initial meeting (full day) with the commissioner and their identified local programme lead/co-ordinator to establish the operational set-up and recruitment to the programme. The programme lead/co-ordinator is responsible for: • effective staff recruitment; • selection and procurement of an appropriate site; • definition and activation of the marketing, awareness campaign and reporting/evaluation process; and • regular dialogue with the CWM team. Twenty trained staff (32 in total) are required to deliver the programme for 100 children. The location needs: • to be easily accessible with high-quality full-board accommodation; • a private area for monitoring the children; • a sports hall; • outdoor activity space; • a lifestyles classroom; • easy access to drinking water; and • health and safety documents checked.

PCT resource required (continued)	Venue costs are not included in the provision. Access to local clinical support where necessary would be as per normal practice in education and community activities. It would be the role of the delivery staff members to adhere to the health and safety guidance to deal with any health and safety related issues. Technological requirements include: monitoring (body composition device, stadiometer and blood pressure monitor) and physical activity equipment.

COBWEBS

General information	
Organisation	Combating Obesity Ltd
Contact details	Tel: 01484 846422 E-mail: obesitytraining@yahoo.com
SHA area	North East, North West, Yorkshire and the Humber
Weight management programme	
Name of programme	COBWEBS (combating obesity with education and balance)
Age group	12–19 inclusive
Target group	BMI 98th percentile (obesity ii and iii)
Programme approach	**Psychosocial approach to obesity** COBWEBS is a rolling weight management programme with a psychosocial approach. The individual is placed firmly at its centre. The programme offers safe, sustained, long-term support tailored to the needs of morbidly obese young people aged 12 to 19 and their families. This group will have suffered obesity for a number of years and will have learned unhealthy coping strategies to counter: • reduced self-esteem; • peer rejection; • reduced self-confidence; and • social withdrawal and isolation. Understanding the needs of the morbidly obese child is central to the effective delivery of the COBWEBS weight management programme. **The programme** There are three stages to our programme, each having a multicomponent approach (diet, exercise and psychological support). 1. Engage 2. Encourage 3. Empower Young ones will be helped to understand their conscious and unconscious patterns of behaviour, to consider and try out alternatives, and to embed lifelong healthier choices. COBWEBS satisfies the requirements of the NICE and FSA Eatwell guidelines.

Training	
Number and type of staff required to deliver programme	The team must be willing to demonstrate a commitment to the process of long-term weight management support. The minimum number of staff required to deliver the COBWEBS programme is 6 supporting up to 30 families over 40 weeks. **1 x Programme co-ordinator** Ensure availability of venues, materials and of the delivery team to provide the service and collect necessary information and data. **1 x Qualified and experienced nurse counsellor** Conduct detailed assessments, one-to-one and group support. **1 x Qualified and experienced nutritionist/food worker** Provide varied opportunities to experience and learn about food. **1 x Qualified and experienced physical activity worker.** Provide varied opportunities to experience and learn about activity. **2 x Qualified and experienced youth workers** Provide socially supportive one-to-one and group activities working closely with the physical activity worker. Volunteers can also be a part of the team assisting the staff above.
Training provision	**Eight days' face-to-face training over 12 months** Our training provision is collaborative so as to aid the development of the weight management and training programmes. **Week 1: days 1 and 2 – The psychosocial approach** These two days are accredited by the Royal College of Nursing. Staff will be introduced to the psychosocial approach and will examine the research and rationale behind it. **Week 2: days 3 and 4 – Food, nutrition and activity** Staff will discuss the nutritional values of essential food groups and their effects on the teenage mind and body. Age- and weight-appropriate physical activities will be considered. **Week 3: day 5 – Behaviour and lifestyle changes** **Week 3: day 6 – The programme workbook** Day 6 will draw together the previous five days' learning as we go through the printed materials provided. **Week 24: day 7 – Bespoke six-month follow-up** **Week 50: day 8 – Bespoke 12-month follow-up** Skills and competencies will be assessed throughout the year.

Ongoing support	
Ongoing support provided	Obesity is complex and there are no fixed or easy answers or solutions. We are committed to providing support to those committed to working in this field and aim to develop strong working relationships with each commissioner to provide it. It is recognised that both the weight management and the training programmes will require the provision of ongoing support, so capturing the experiences and input of the young people, their families and staff will be invaluable to the development of effective and efficient services. Follow-up support after the initial six days' training will take a number of different formats. 1. **Follow-up training days** – days 7 and 8. 2. **Telephone support** throughout the year. After the end of the year-long training, this support will be provided as agreed with the commissioner. 3. **Consultancy service** will be available after the one-year period by arrangement. 4. **An online members-only page** on our website for the sharing of ideas, updates and experiences. 5. **Online newsletters and updates.** 6. **Bespoke training days** after one year by arrangement with commissioners. 7. **Subject-specific training days** on, for example, nutrition or CBT, to facilitate higher levels of learning. 8. **Regular inspections** using the Common Inspection Framework (CIF) will be used to provide appropriate and useful feedback. 9. **Ongoing annual inspections** and reports can be provided to the commissioner by arrangement. The quality assurance procedures will be subject to our own internal rigour to ensure nationally recognised quality levels.
Additional information	
Evidence base	This programme has been designed through our work of supporting obese children and young people over the last seven years. Throughout this programme, children and their families will be actively encouraged to offer ideas and suggestions to further its development. Trained professionals and volunteers become skilled helpers, increasing individual and personal responsibility for weight management. The skilled helper model is based on the work of Gerard Egan (*The Skilled Helper*, 1988).

Evidence base (continued)	**'Family' principles and engagement** The psychosocial approach is based on family principles where children can feel safe, supported, included and empowered. This approach acknowledges the psychological and social development of the child which is helped by experiencing positive affirmations. Our approach facilitates experimentation with new foods, activities and friendships. The long-term nature offers a sense of belonging from which new behaviours can be established. This approach also models 'positive parenting' which can impact on the parenting skills of these future parents. (See Bowlby J (1988). *A Secure Base*; and Sunderland M (2006). *The Science of Parenting*.) **Emotions and overeating** There are many scientific papers outlining correlates between social, educational and psychological health with weight status, including: • Falkner NH, Neumark-Stainer D, Story M et al. (2001). *Obesity* 9 (1): 32–42; • Costanzo PR, Reichmann SK, Friedman KE et al. (2001). *Eating Behaviors* 2 (4): 363–8; • Flanagan DAJ (1989) Msc Manchester 39–7012. **Complex needs** The UK Government's Foresight report details the complexities of obesity management "that has no easy or obvious solution" (page 61). "... future developments will require multidisciplinary approaches stimulating effective behaviour change and establishing new social norms. They require the creation of a supportive environment. …(Effectiveness) in the long term depends on whether they experience appropriate environmental change together with strategies that help them sustain their new behaviour." (page 65) Data gathered from the delivery of this programme will contribute to current knowledge of child weight management.

PCT resource required	**Programme delivery** **Staff** • Six part-time qualified and experienced staff (as detailed above). **Venue** • A regular and consistently available community venue to provide a familiar, convenient and non-clinical setting for programme delivery. • This should be warm and welcoming and provide a safe and private space within which the children and their parents can feel supported and accepted. • Facilities to talk privately one to one, with families and in small groups should be available. • It should be of a sufficient size to accommodate a number of different activities based on healthy living and physical fun, for example cooking, meal preparation, indoor and outdoor play space. • A suitably furnished 'chill-out' area should also be available for everyone. **Equipment** • Accurate digital weighing machine up to minimum of 30 stone (420 lb). • Large blood pressure measuring cuffs. • Large tape measures. • Appropriately sized games and play equipment. **Other** • Access to GPs, child and adolescent mental health services and other medical support. **Training venue** • Table and chairs to accommodate up to 20 trainees, including up to five break-out areas • Projection equipment to allow for PowerPoint and DVD presentations. • Flipchart, paper and pens.

CHIMPS

General information	
Organisation	North East Essex Provider Services
Contact details	Tel: 01255 206205 E-mail: julie.goddard@neessexpct.nhs.uk
SHA area	East of England
Weight-management programme	
Name of programme	CHIMPS
Age group	6–13
Target group	CHIMPS would be considered appropriate for any child who sits on or above the 91st percentile. For those who sit at or above the 98th percentile, ideally an assessment of co-morbities would be considered.
Programme approach	CHIMPS is an eight-week family project. On two days a week, the family attends a two-hour session with the local delivery partner. Families are encouraged to do daily homework with the registered child. This is not too onerous, is flexible and can be tailored according to the individual child's age and/or specific needs. **Week 1 session** – group discussion about the programme, involving talks about FSA Eatwell guidelines, discussing recipes and activity, and establishing a baseline for the child's measurable information. Parents, siblings and the registered child will be encouraged to talk about food, activity and behaviour as a group with the trainer. The children (the registered child and their siblings) will be encouraged to participate in some simple play activity. The whole session will last for two hours. The family is given a pack containing homework material, height and weight charts, and worksheets they will need to complete the programme. **Session 1, weeks 2–8 and Session 2, weeks 1–7** – parent/family group session and child/sibling activity. These sessions mirror week 1 to a certain degree. It is not compulsory for measurement and guidelines to be discussed. The families are encouraged to interact through discussion around progress. They will be asked to establish a self-help support mechanism. Homework will be set to discuss at future sessions.

	Session 2, week 8 – parent/family group activity and assessment and direction setting. This session will record results of the programme. The child will have a one-to-one session with the trainer to measure weight, height, girth etc. Everyone will then be encouraged to participate in an 'end of term' group activity. The last 60 minutes of this session will be one-to-one family feedback with the trainer, followed by an award session for attendance, most active family, and best recipe idea. The rewards will be certificates, templates of which will be included in the trainers pack. Homework is encouraged but not compulsory; it will not have any cost implications or any impact on the culture, ethnicity, learning disability or faith of the family.
Training	
Number and type of staff required to deliver programme	We recommend that a minimum of two staff deliver the programme at a local level. To deliver CHIMPS, our programme is designed to train facilitators who have a level of competency in providing nutrition advice – we recommend that they have a qualification of at least Level 2 in nutrition – and understand the complexities and issues involved in delivering exercise sessions to children. Providing any form of physical exercise training to children is a complex subject and, to avoid potential danger of short- or even long-term injury, coupled with other child protection issues, the local delivery agent **must** be competent and experienced in working with children. Other issues such as CRB checks and ensuring competency should be considered.
Training provision	CHIMPS enables trainers to provide a local weight management service. The approach will encourage a culture of sustained long-term maintenance of healthier weight among overweight and obese children and young people. The programme addresses dietary, activity and behavioural needs while adhering to the 2006 NICE guidelines. The training programme runs over 2.5 days and incorporates both theoretical and practical approaches. A half-day session is run by our Corporate Training and Education Department, which takes the delivery partner through the practicalities of evidence basing the programme. Depending on the numbers being trained, this would be carried out either on a one-to-one basis or as a group session. There is written guidance available within the trainer manual. The two-day session will be run by the programme co-ordinator who will discuss issues such as nutrition and behavioural activity aspects of the programme. This will also be delivered, dependent on numbers, either on a one-one basis or as a group session.

Training provision (continued)	**Theoretical** Training would include a presentation on how to run sessions and this would be underpinned by observation of the delivery partner running a 'mock' session, to ensure that certain competencies are met and signed off. This would be supported by the trainer manual. **Practical** Training would include demonstrations of setting session plans, playing the activities, nutrition and how to recognise key behavioural patterns. The delivery partner would then run their own session to be signed off as competent. This would be supported by the trainer's guide and the family pack.
Ongoing support	
Ongoing support provided	As experienced providers of weight management programmes, we are aware that the long-term support of programme facilitators (local programme leads) is essential, and that the ongoing development of approach is key to the success of any specialised weight-loss programme. The training and support programme will address and highlight the obstacles that service providers may encounter during the delivery of the programme. We understand that facilitating a group of young children alongside their parents is challenging at times. Therefore, we will ensure that all local programme leads are provided with a range of techniques that they can adapt as they feel appropriate. We will proactively monitor progress of newly trained programme leads through the submission of pre- and post-programme questionnaires which highlight key success areas and opportunities for development. These will be followed up and feedback provided, with additional training and support delivered as required. This process ensures ongoing evaluation and review of practice. A regular newsletter will be issued to all local programme leads. They can also contact the North East Essex Provider Services programme co-ordinator for help and advice by telephone or email. Training and ongoing support will be provided by our experienced programme co-ordinator who will be responsible for implementing and leading the service. Delivery of the ongoing training service will require the utilisation of existing support resources within NEEPS, including our well-established Training, Education and Development Department which will provide assistance with ongoing and ad-hoc initiatives such as 'Train The Trainer'.

Additional information	
Evidence base	We believe that it is essential to adopt a robust and standardised approach to the collection of evaluation data, which will facilitate the comparability of findings, improve the evidence base and inform commissioning. The trainers will attend a programme course which will not only cover how to deliver the programme, but will also allow delegates to spend time with our internal Training and Education Team for both induction and training in how to evidence programme results. This will also be covered in the trainer manual that we will supply. When the programme is operational, data will be fed back to the area co-ordinator who will provide information for audit. Information will include: • contact details of lead and organisation; • start/end dates; • costings; • participants; • resource; • training needs; • desired outcomes; • approach; • rationale; • interventions addressed; • partners; • frequency; • consent mechanism; • ethical, cultural, religious, ethnicity issues; • recruitment; • screening criteria; • numbers approached for screening; • demographic data; • socio-economic data; • primary outcomes; • biological determinants; • physical activity; • eating habits; • timing of data collection; • results – including participants start, finish and in between; • attendance; • reasons for opt out; • outputs – numbers of sessions, participants; • summary of results; • observations; • interpretation of outcomes; • general interpretation. The design of our programme has been based on our experience of delivering similar programmes. This previous experience shows that the maximum results can be achieved through family co-operation and using the results to continually improve our knowledge base. We will be working with our corporate and clinical partners to continuously maintain our knowledge and research new trends in health improvement. This information, combined with audit results, will be used to drive continual programme improvement.

PCT resource required	Each purchasing organisation will be required to provide their own resource (trainers) to deliver the programme. We recommend that a minimum of two trainers should be provided at each session. Several programmes can be delivered concurrently. To deliver CHIMPS, our programme is designed to train facilitators who have a level of competency in providing nutrition advice – we recommend a qualification of at least Level 2 in nutrition – and understand the complexities and issues in delivering exercise sessions to children. This programme can be delivered in most types of venue, including community centres and open spaces. We recommend that there should be an area where a trainer, a child on the programme and any siblings have room to exercise and another area where parents and the other trainer are able to discuss the child and any issues. The purchasing PCT will need to have some equipment such as pedometers, tape measures, weighing machines, height charts or measures and toys. Most of the games within our programme do not need equipment; however, we would a suggest the following as minimum requirement: • space hoppers; • bats and balls; • mini trampoline; • exercise mats; • paper and pencils.

Let's Get Healthy with HENRY

General information	
Organisation	Royal College of Paediatrics and Child Health (RCPCH) HENRY
Contact details	Tel: 01865 339526 E-mail: gail.allan@henry.org.uk
SHA area	All regions
Weight management programme	
Name of programme	Let's Get Healthy with HENRY
Age group	2–5
Target group	Let's Get Healthy with HENRY is a universal prevention/early intervention approach for families with children aged five and under who are overweight or obese, or identified as at risk of developing obesity.
Programme approach	Let's Get Healthy with HENRY is an eight-week programme with groups running for 2.5 hours per week. Each group is facilitated by two trained group leaders. The groups are principally designed to prevent obesity developing in young children. Because children grow up in a family system, the parents' own lifestyle is crucially important too. The Let's Get Healthy with HENRY course is designed to give parents the tools and skills they need to have a healthier family lifestyle. Each session begins with 'Family Time' when parents and children attend the group together for 30 minutes. Family Time supports relationship building, as well as modelling healthy attitudes to eating and exercise, and always includes an active family game for children and parents. This is then followed by two hours of 'Parent Time'. This part of the group is designed to improve parents' motivation to change by developing strengths-based and solution-focused strategies to explore key lifestyle issues such as: • healthy eating patterns; • the food children eat; • being active; • parenting skills; and • emotional wellbeing. Each parent is given a parents' guide folder. Each week the parent adds new pages to their folder to reflect the activities and ideas developed during the session and to identify goals for their family. Each parent is also given items from the HENRY toolkit, a set of resources to use at home that includes reward charts, stickers, portion size guide, Let's Go Shopping Game, Balancing your Plate placemat and a series of books to share with young children.
Training	
Number and type of staff required to deliver programme	Two group facilitators are required to facilitate each group. All community and health practitioners with appropriate experience and skills can deliver the programme following successful completion of HENRY training.

Training provision	Let's Get Healthy with HENRY is a four-day training course for 12 people delivered in two blocks of two days. The training is designed to give facilitators the tools and skills needed to lead the group with confidence. Topics covered include: • healthy living and healthy eating patterns; • the family partnership model; • parenting for a healthy lifestyle; • the Eatwell Plate, portions and portion sizes; • building group facilitation skills; • issues and challenges in group work; and • facilitation practice. Materials provided and included in the cost of the training: • Training Workbook; • Tackling Childhood Obesity with HENRY Handbook for Practitioners (published by Community Practitioners' and Health Visitors' Association); • HENRY Toolkit; • Tuning in to Mealtimes DVD; • Facilitators' Handbook; • Parents' Guide; • Facilitation Folder. Training is delivered at a venue provided by the Commissioner.
Ongoing support	
Ongoing support provided	HENRY provides a comprehensive support package after training is completed. Support includes: • free access to the HENRY e-course, an online, individual-access training module available to all who have attended training, which consolidates and reinforces learning; • one half-day post-training follow-up and action plan review to ensure sustainability of training; • two half-day supervision sessions for facilitators to support the work of groups; and • on-going telephone support and advice.

Additional information	
Evidence base	HENRY developed from evidence commissioned by the RCPCH Obesity Research Group examining the development of effective solutions for child obesity. Research findings included a lack of training, confidence and skills among community practitioners working with families. HENRY is based on two evidence-based approaches: the family partnership model and solution-focused brief therapy. All HENRY training and delivery is evaluated by practitioners and parents; the results contribute to future development and new resources. Early evidence is promising. A rigorous evaluation framework is being designed in collaboration with the University of Leeds and Leeds Metropolitan University.
PCT resource required	Each Let's Get Healthy with HENRY parent course is delivered by two trained facilitators. Training for crèche workers is strongly recommended to support the work of the parent course. The venue should be accessible, welcoming and large enough for 12 people to be comfortable and active, and have easy access to the crèche. Children's Centres are often the ideal venue. Local co-ordination of HENRY training and courses is required. Local support of facilitators is needed in addition to the ongoing supervisory support provided by the HENRY team. Each parent attending a HENRY course will need a parents' guide and a HENRY toolkit.

MEND

General information	
Organisation	MEND Central Ltd
Contact details	Tel: 020 7231 7225 E-mail: rachael.mcgrath@mendcentral.org
SHA area	All regions
Weight management programme	
Name of programme	MEND 7–13
Age group	7–13
Target group	BMI ≥ 91st percentile
Programme approach	The MEND Programme is a multicomponent community- and family-based **overweight/obesity treatment programme**. It is evidence based with clinically proven outcomes. The programme meets NICE guidelines and is designed to be delivered in flexible partnerships by local stakeholders. The Programme covers behaviour change, physical activity and nutrition, focusing on sustaining lifestyle change. **Format** Group based, up to 15 children, each with one parent/carer. Two two-hour structured sessions per week for ten weeks. The MEND Programme is embedded in a two-year sustainable outcomes framework, consisting of: • 10 weeks' intensive treatment (MEND Programme); • 42 weeks' transition; and • 12 months' maintenance. **Key elements** ***Mind*** – Families are introduced to SMART goals and rewards to encourage sustainable behaviour change. Personalised weekly nutrition and physical activity goals help families implement changes. Parent-only sessions promote skills development on topics including: • internal/external triggers (for example, TV viewing and stimulus control); • differentiating between hunger and cravings; • role modelling on eating/activity habits; and • building children's self-esteem, managing bullying and fussy eating. ***Exercise*** – Organised, expert-delivered physical activity sessions for children. Land-only or land- and water-based activity (subject to pool availability).

	Nutrition – Teaches families how to implement regular eating patterns, balanced healthy eating and portion control. Sessions cover reading food labels, healthy mealtimes, culturally customised recipes and food tasting sessions. **Family/carer involvement** This is compulsory. **Materials/resources** For commissioners and programme delivery teams: • MEND regional manager to provide assistance and guidance on programme set-up and liaising with local partners; • media and communications support and guidance for family recruitment; • family referrals from MEND Central's national database (supplementing local recruitment activity); • access to OMMS (Operations Management and Monitoring System), a secure web-based system designed for programme management, outcomes monitoring and a resource library; • programme evaluation report; • all resources to run the programme including: – comprehensive programme manuals; – full MEND kit, including visual aids, demonstration kits, for example fats and sugars; – exercise kit; and • invitation to biannual best practice conference. For families: • children's pack including backpack, t-shirts, folder/handouts, food label-reading cards, water bottle, portion pots; • graduation certificate; • tailored summary report; and • ongoing support.
Training	
Number and type of staff required to deliver programme	Full job descriptions and person specifications are available. Summary roles and backgrounds are given below. (The approximate number of hours required per ten-week MEND Programme is given in brackets.) **Programme management/co-ordination** • **Programme manager** (40 hours for first programme, 25 hours for subsequent programmes): Project co-ordination/management experience and competent at working with families/children. Oversees MEND Programme delivery, leads programme administration and is main contact between the programme delivery teams and MEND. (Can also fill the mind/nutrition leader role.) • **Administration assistant** (20 hours): General administration background.

<table>
<tr><td>Number and type of staff required to deliver programme (continued)</td><td>

Programme delivery

- **Mind and nutrition leader(s)** (42 hours): Preferably with nutrition or dietetics background, but need not be a qualified professional. A motivated health, education, community or leisure worker with good people skills can be a mind and nutrition leader once they have attended training and passed the assessment. This role can be undertaken by one person or split between two.
- **Exercise leader** (33 hours): Qualified exercise or fitness professional with first aid training (and lifeguard qualification if swimming is included, and there are no local lifeguards), who has experience working with groups and with children.
- **Programme assistant** (40 hours): No specific skills or experience required. Can be a volunteer to reduce costs.

All programme delivery staff must complete an enhanced CRB check.

</td></tr>
<tr><td>Training provision</td><td>

Duration: Total of five days as follows:

Topic:	**Programme manager**	**Mind and nutrition**	**Exercise**
Duration:	1 day	2 consecutive days	2 consecutive days
Programme manager	Compulsory	Optional	Optional
Mind and nutrition leader/s	No	Compulsory	Optional
Exercise leader	No	Compulsory	Compulsory
Programme assistant	No	Optional	Optional

MEND provides certificates to those who successfully complete training and assessment.

Dates and location: MEND offers a rolling programme of courses in UK-wide regional centres.

Booking procedure: Online booking facility, managed by MEND's dedicated training co-ordinator.

Materials: Comprehensive handouts and resources.

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</table>

Ongoing support	
Ongoing support provided	MEND provides ongoing support to commissioners and local delivery partners to deliver the MEND Programme, in addition to extensive post-programme support for participants. Key ongoing support services include: • for regional managers, ongoing support to help programme managers continue to successfully implement programmes; • recruitment support from MEND's Media and Communications Team, which helps recruit participants and gain positive media coverage. The team: – provides resources (for example recruitment guidelines, statistics and press release templates); – contacts local press, if requested; • secure online programme management support system (OMMS), which includes: – access to supporting resources; – Q&A section; – programme analysis and outcome comparison; – communication tool for programme managers and their teams; • e-Bulletin, which provides programme managers and leaders with quarterly updates; • the Quality Assurance and Training Team dedicated to maintaining and improving the implementation and delivery of programmes. Support includes: – site visits (targeted and on request), assessments, reports, on-site coaching and follow-up support as required; – self-assessment checklists; – refresher training packages (for example videos); – workforce development strategy (2009) – systematic evaluation to identify and address key workforce training needs, including benchmarking key outcomes; • expert advice and clinical support, including: – access to MEND's team of experts (psychologists, dietitians, exercise specialists) for, for example, programme content support, analysis, addressing participant concerns; • user involvement, including: – families and delivery teams contribute to continuous improvement; – central and regional reference groups; • biannual MEND best practice conferences, with presentations, workshops and networking opportunities for commissioners, programme managers and leaders; and • Partnership Development Team, which helps commissioners and programme managers secure ongoing funding.

Additional information	
Evidence base	The MEND Programme is based on evidence. In addition, MEND undertakes ongoing internal evaluation and, in conjunction with leading academic institutions, rigorous scientific research. MEND has a **20-year research partnership with the Institute of Child Health, University College London and Great Ormond Street Hospital for Children NHS Trust** (ICH, UCL and GOSH). Through this partnership, MEND continuously improves the programme in line with latest evidence and best practice. The MEND Programme is the first clinically proven, community-based child weight management programme to operate in a scalable and cost-effective manner in the UK. It is now being delivered nationally at over 300 sites each term. It is supported by very successful academic research, including a feasibility study, pilot and **randomised controlled trial (RCT)** – gold standard clinical research. The RCT assessed the effects of the intervention on relevant health outcomes. Participants (117) included families with obese (≥ 98th BMI percentile) children aged between 8 and 12. Results showed **statistically significant positive outcomes sustained at 12 months,** including significant reductions in waist circumference z-score and BMI z-score and improvements in self-esteem, cardiovascular fitness, physical activity levels and diet. MEND's internal evaluation includes a partnership working report and analysis of UK national data every 6–12 months. To date, data on more than 2,000 children demonstrates results broadly aligned to the RCT. ICH, UCL and GOSH are planning a **phase 2 RCT** that will commence in April 2009, involving 300–400 families and running nationally over three years. MEND is co-ordinating further research taking place across the UK at a range of academic institutions and conducting RCTs with other leading obesity research centres in the USA and Australia. The MEND Programme has featured positively in numerous journals including the BMJ, Obesity, OR, IJO, JHND, BJPCN, BJSN, BNF, CP and JHFC. For details see: www.mendprogramme.org/aboutmend/ourresearch

PCT resource required	**Number and type of staff required to deliver programme:** All delivery staff requirements are set out in the training section above. The PCT may fill some of these positions using their own staff or staff from local delivery partners. The use of non-specialists, including teachers and leisure centre staff, as well as volunteers, reduces total delivery cost and allows commissioners to optimise use of scarce resource, for example dietitians and psychologists. **Summary venue requirements:** A detailed venue specification is provided within the programme manager's manual. • **Studio/classroom space** with enough space (and chairs) for all children and family members. • **Indoor exercise space** where the children can exercise safely (if weather permits, exercise can be outdoors). • (Optional) **swimming pool access (training pool/shallow end)** for one hour per week. The pool should allow all children to stand as MEND does not expect all participants to be competent swimmers. **Access to additional local expertise:** Knowledge of local geography, demographics, potential delivery partners (for example, local leisure centres, community centre networks) and public transport links to inform programme planning. Access to local referral pathways and clinical support. **Materials or equipment:** Measurement equipment only – MEND provides all other materials and equipment.

MEND 5–7

General information	
Organisation	MEND Central Ltd
Contact details	Tel: 020 7231 7225 E-mail: rachael.mcgrath@mendcentral.org
SHA area	All regions
Weight management programme	
Name of programme	MEND 5–7
Age group	5–7
Target groups	BMI ≥ 91st percentile and at-risk groups, including those who: • have parental obesity (or family history of overweight or obesity); • are inactive; • are identified by a health professional (for example as having poor eating habits); or • have a particular risk of developing co-morbidities (for example, have a family history of cardiovascular disease or type 2 diabetes, or come from certain ethnic minorities).
Programme approach	MEND 5–7 is a **multicomponent treatment and prevention** programme designed specifically for overweight, obese and at-risk children. Building on our experience of developing the clinically proven MEND Programme (for 7–13-year-olds), it incorporates: • age-appropriate healthy eating; • active play to encourage increased physical activity; • behavioural change; and • parenting strategies. The programme meets NICE guidance for lifestyle management of childhood obesity. It can both support agencies to achieve National Indicator 56 and be used as an intervention for reception year children identified as obese or overweight under the National Child Measurement Programme (NCMP). **Format** Group-based programme for up to 12 children with a parent/carer. One session of 1 hour 45 minutes per week for ten weeks. Sessions comprise: • 45-minute joint parent/child session including snack time (based on food exposure technique) and interactive workshop to promote healthy family lifestyles; and • 60-minute parent/carer-only workshop and concurrent active play session for children to enhance social, emotional and cognitive development, and movement skills.

	Two-year post-programme support strategy includes recommended follow-on sessions, local directories, three-monthly measurements and a quarterly newsletter. **Family/carer involvement** This is compulsory. **Materials/resources** We offer considerable support from MEND Central staff and a wide range of comprehensive programme resources that have been fully developed and researched. For commissioners and programme delivery teams: • support of MEND regional manager to provide assistance and guidance on programme set-up and liaising with local delivery partners; • media and communications support and guidance for programme advertising and family recruitment; • family referrals from the MEND Central national database (to supplement local recruitment activity); • access to OMMS (Operations Management and Monitoring System), a secure web-based management system designed to capture all programme data, report on outcomes and support programme management; and • everything needed to run the programme, including; – comprehensive programme manuals covering programme content and practical tips and guidance; – programme kit including all handouts, family packs and visual aids, for example fats and sugars demonstration kit; – active play kit. For families: • children's pack including backpack, T-shirt, folder/handouts, water bottle, label-reading wallet/card; • graduation certificate; and • ongoing support.
Training	
Number and type of staff required to deliver programme	Required roles and indication of appropriate background are listed below. Full job descriptions and person specifications are available to commissioners. Estimated total number of hours input required per programme is shown in brackets. **Programme management/co-ordination** • **Programme manager** (25 hours for first programme, 10 hours subsequently): Project co-ordination or management experience; competent at working with families/children. The programme manager could also fill either the workshop or active play leader roles.

<table>
<tr><td>Number and type of staff required to deliver programme (continued)</td><td>
Admin assistant (10 hours): General administration background.
Programme delivery

Workshop leader (25 hours): Nutrition or dietetics background preferred, but need not be a qualified professional. A motivated health, education, community or leisure worker with good people skills can fill this role following completion of MEND training and assessment. The workshop leader could also fill the programme manager role.
Active play leader (25 hours): Experienced in and competent at working with groups and children aged 5–7, ideally with first aid training.
One or two assistant(s) (23 hours for first assistant, 10 hours for others): No specific skills or experience required. Could be filled by a volunteer to reduce costs.

All programme delivery staff must complete an enhanced CRB check.
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<tr><td>Training provision</td><td>
Total of three days as follows:
<table>
<tr><th>Topic:</th><th>Programme manager</th><th>Mind, nutrition and active play</th></tr>
<tr><td>Duration:</td><td>1 day</td><td>2 consecutive days</td></tr>
<tr><td>Programme manager</td><td>Compulsory</td><td>Optional</td></tr>
<tr><td>Workshop leader</td><td>No</td><td>Compulsory</td></tr>
<tr><td>Active play leader</td><td>No</td><td>Compulsory</td></tr>
</table>
Certificates are provided to all those who successfully complete the training.

Dates and location: Rolling programme of training courses in various regional centres across the UK.

Booking procedure: Secure online booking facility which is managed by a dedicated training co-ordinator.

Materials: Comprehensive handouts and resources.
</td></tr>
<tr><td colspan="2">Ongoing support</td></tr>
<tr><td>Ongoing support provided</td><td>
MEND provides ongoing support to commissioners and local delivery partners to deliver the MEND Programme.

Key ongoing support services include:

ongoing support from regional managers to help programme managers continue to successfully implement programmes;
recruitment support from MEND's Media and Communications Team, which helps recruit participants and gain positive media coverage. The team:

provides resources (for example, recruitment guidelines, statistics and press release templates);
contacts local press, if requested;

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	• secure online programme management support system (OMMS), which includes: – access to supporting resources; – Q&A section; – programme analysis and outcome comparison; – communication tool for programme managers and their teams; • e-Bulletin, which provides programme managers and leaders with quarterly updates; • the Quality Assurance and Training Team dedicated to maintaining and improving the implementation and delivery of programmes. Support includes: – site visits (targeted and on request), assessments, reports, on-site coaching and follow-up support as required; – self-assessment checklists; – refresher training packages (for example videos); – workforce development strategy (2009) – systematic evaluation to identify and address key workforce training needs, including benchmarking key outcomes; • expert advice and clinical support, including: – access to MEND's team of experts (psychologists, dietitians, exercise specialists) for, for example, programme content support, analysis, addressing participant concerns; • user involvement, including: – families and delivery teams contribute to continuous improvement; – central and regional reference groups; • biannual MEND best practice conferences, with presentations, workshops and networking opportunities for commissioners, programme managers and leaders; and • the Partnership Development Team, which helps commissioners and programme managers to secure ongoing funding.
Additional information	
Evidence base	The MEND 5–7 Programme is designed to conform to the best available evidence for the effective treatment and prevention of childhood overweight and obesity, specifically the NICE guidance for the prevention and treatment of child obesity (2006) and the Expert Committee on Obesity from the American Academy of Pediatrics. Both sets of guidance are based on comprehensive reviews of evidence which conclude which effective obesity interventions should be: • multicomponent; • family based and parent led; • based on a non-dieting approach; • group based; and • community based.

Evidence base (continued)	In addition, there is considerable evidence that behavioural treatment is more effective in children if parents are included in the therapy process as the primary mediator of change (NICE evidence report, 2006 and Golan and Crow, 2004). MEND has a **20-year research partnership with the Institute of Child Health, University College London and Great Ormond Street Hospital for Children NHS Trust.** Although there is not yet any direct clinical evidence to support the efficacy of the MEND 5–7 Programme, there are several lines of evidence to strongly suggest that the programme will be effective. These include: • compliance with all current evidence-based recommendations for provision of an effective paediatric obesity treatment programme; and • content and delivery principles that are based on the original MEND Programme which has been clinically proven as an effective treatment for obesity in the 7–13 age range. This programme is going through MEND's rigorous research and development cycle during 2009. Pilots for this programme commenced in February 2009 and will run to May 2009. The programme will be evaluated and refined prior to final release for wider roll-out in September 2009.
PCT resource required	**Number and type of staff required to deliver programme:** All delivery staff requirements are set out in the training section above. The PCT may choose to fill some of these positions using their own staff. **Summary of venue requirements** (a detailed venue specification is provided within the programme manager's manual): • An **indoor physical activity space/play space** where the children and their parents/carers can be active safely. • **Snack time area**. This can be the same space used for the physical activity workshops. Ideally a basic kitchen facility or snack preparation area should be available, along with child-friendly hand-washing facilities and drinking water. • **Studio/classroom space/meeting room** for parent/carer-only workshop sessions. **Access to additional local expertise:** Knowledge of local geography and demographics, and potential delivery partners (for example, local leisure centres, community centre networks) and public transport links to inform programme planning. **Materials or equipment:** All materials and equipment are provided by MEND apart from perishable goods (such as snacks).

Mini-MEND

General information	
Organisation	MEND Central Ltd.
Contact details	Tel: 020 7231 7225 E-mail: rachael.mcgrath@mendcentral.org
SHA area	All regions
Weight management programme	
Name of programme	Mini-MEND 2–4
Age group	2–4
Target group	Open to children of any weight, although we recommend targeting of at-risk children, including those who: • have parental obesity (or family history of overweight or obesity); • are inactive; • are identified by a health professional (for example as having poor eating habits); or • have a particular risk of developing co-morbidities (for example, have a family history of cardiovascular disease or type 2 diabetes, or come from certain ethnic minorities).
Programme approach	Mini-MEND (Mind, Exercise, Nutrition... Do it!) is a community-based, multicomponent healthy lifestyle programme. It is a **primary obesity prevention programme** or can be offered as a **targeted treatment intervention** for pre-school-age children to optimise cost-effectiveness and use of scarce resources. **Format** Group-based programme for up to 12 children with a parent/carer. One 90-minute session per week for ten weeks. Sessions comprise: • 30 minutes of parent and child physical activity (active play); • 15 minutes of parent and child snack time (based on food exposure technique); and • 45 minutes of parent/carer interactive workshop covering a range of healthy lifestyle topics, while children are engaged in crèche-style creative play activities using resources and materials, including cartoon stories, designed specifically to reinforce healthy lifestyle messages Up to two years' post-programme support includes eight newsletters, local activity directory and family contact sheets. **Key elements** Multicomponent programme developed to meet NICE guidelines. The programme incorporates messages around healthy eating, behaviour change, promoting physical activity and reducing sedentary behaviours.

Programme approach (continued)	Workshop discussion topics include: • balanced eating, serving sizes, fats and sugars and food label reading; • TV and play; • fussy eating; • serving sizes for young children; and • rules, routines and tantrums. **Referral** Via health professional or self-referral. **Family/carer involvement** This is compulsory. **Materials/resources** For commissioners and programme delivery teams: • support of MEND regional manager to provide assistance and guidance on programme set-up and liaising with local delivery partners; • media and communications support and guidance for programme advertising and family recruitment; • family referrals from the MEND Central national database (to supplement local recruitment activity); • access to OMMS (Operations Management and Monitoring System), a secure web-based management system designed specifically for programme management and outcomes monitoring; • everything needed to run the programme, including: – comprehensive programme manuals; – programme kit including all handouts, family packs and visual aids, for example fats and sugars demonstration kit; – active play kit. For families: • children's pack (including backpack, T-shirt, folder/handouts, cup, beanbag as well as Mr Moon cartoon stories); • graduation certificate; • tailored summary report at programme end; and • ongoing support.

<table>
<tr><th colspan="2">Training</th></tr>
<tr><td>Number and type of staff required to deliver programme</td><td>Roles and indication of appropriate background are listed below. Full job descriptions and person specifications are available to commissioners. Estimated total number of hours input required per programme is shown in brackets.

Programme management/co-ordination

• Programme manager (25 hours for first programme, 10 hours subsequently): Project co-ordination or management experience; competent at working with families/children. Programme manager could also fill the discussion leader role.

• Admin assistant (10 hours): General administration background.

Programme delivery

• Workshop leader (20 hours): Nutrition or dietetics background preferred. Early years experience essential. Need not be a qualified professional. A motivated health, education, community or leisure worker with good people skills can be a workshop leader following successful completion of MEND training. The workshop leader could also fill the programme manager role.

• Active play leader (20 hours): With experience of and competent at working with groups of young children, ideally with first aid training. Professional exercise qualification is not required.

• One or two programme assistant(s) (20 hours): One must be a qualified early years specialist.

All programme delivery staff must complete an enhanced CRB check.</td></tr>
<tr><td>Training provision</td><td>Total of three days as follows:

<table>
<tr><th>Topic:</th><th>Programme manager</th><th>Mind, nutrition and active play</th></tr>
<tr><td>Duration:</td><td>1 day</td><td>2 consecutive days</td></tr>
<tr><td>Programme manager</td><td>Compulsory</td><td>Optional</td></tr>
<tr><td>Mind and nutrition leaders</td><td>No</td><td>Compulsory</td></tr>
<tr><td>Exercise leader</td><td>No</td><td>Compulsory</td></tr>
<tr><td>Programme assistant</td><td>No</td><td>Optional</td></tr>
</table>

Dates and location: Rolling programme of training courses in various regional centres across the UK.

Booking procedure: Secure online booking facility which is managed by a dedicated training co-ordinator.

Materials: Comprehensive handouts and resources.</td></tr>
</table>

Ongoing support	
Ongoing support provided	MEND provides ongoing support to commissioners and local delivery partners to deliver the MEND Programme. Key ongoing support services include: • ongoing support from regional managers to help programme managers continue to successfully implement programmes; • recruitment support from MEND's Media and Communications Team, which helps recruit participants and gain positive media coverage. The team: – provides resources (for example, recruitment guidelines, statistics and press release templates); – contacts local press, if requested; • secure online programme management support system (OMMS), which includes: – access to supporting resources; – Q&A section; – programme analysis and outcome comparison; – communication tool for programme managers and their teams; • e-Bulletin, which provides programme managers and leaders with quarterly updates; • the Quality Assurance and Training Team dedicated to maintaining and improving the implementation and delivery of programmes. Support includes: – site visits (targeted and on request), assessments, reports, on-site coaching and follow-up support as required; – self-assessment checklists; – refresher training packages (for example videos); – workforce development strategy (2009) – systematic evaluation to identify and address key workforce training needs, including benchmarking key outcomes; • expert advice and clinical support, including: – access to MEND's team of experts (psychologists, dieticians, exercise specialists) for, for example, programme content support, analysis, addressing participant concerns; • user involvement, including: – families and delivery teams contribute to continuous improvement; – central and regional reference groups; • biannual MEND best practice conferences, with presentations, workshops and networking opportunities for commissioners, programme managers and leaders; and • the Partnership Development Team, which helps commissioners and programme managers secure ongoing funding.

Additional information	
Evidence base	The current Mini-MEND evidence base comprises the following: 1. **Evidence about the efficacy of Mini-MEND itself:** Growing evidence supporting Mini-MEND's effectiveness, including: • **stage 1 field trial:** 2006 feasibility study (*Community Practitioner*, Wolman J et al., 2007); • **stage 2 field trial:** 2007/08 at five UK sites. Thirty-seven children recruited, mean age 2.8 years (0.8 standard deviation (SD)). Mean BMI z-score at baseline was 0.6 reducing to 0.4 post-intervention. The trial results were published in the peer-reviewed British Nutrition Foundation's *Nutrition Bulletin* (Sacher et al., 2008), showing that Mini-MEND was feasible and acceptable to families with only four drop-outs and an 87.6% (14.6 SD) attendance rate; • **ongoing national roll-out evaluation:** Mini-MEND is subject to ongoing monitoring and evaluation. By January 2009, over 280 children had completed or were registered at 34 UK sites. The most recent evaluation of Mini-MEND showed a reduction in BMI z-score and excellent parental feedback, including: – 95% increase in range of fruit or vegetables offered to children; – 94% more confident in managing their children's behaviour; – 72% had successfully reduced the amount of television their children watched; – 94% were able to read and interpret food labels properly; – 89% spending more time playing with their children; and • **future randomised controlled trial:** MEND is collaborating with Boyd Swinburn's WHO unit at Deakin University, Australia, to run a randomised controlled trial of Mini-MEND. 2. **General evidence base for effective prevention or targeted-intervention programmes in the 2–4 age group:** Recent reviews concluded that no generalised conclusions can be drawn about an effective intervention (Campbell et al., 2001; Bluford et al., 2007). With obvious clinical need, Mini-MEND uses evidence that behavioural treatment is more effective in children if parents are included in the therapy process as the primary mediator of change (NICE evidence, 2006 and Golan and Crow, 2004, guidance from expert review bodies).

PCT resource required	**Number and type of staff required to deliver programme:** All delivery staff requirements are set out in the training section above. The PCT may choose to fill some of these positions using their own staff. **Summary of venue requirements** (a detailed venue specification is provided within the programme manager's manual): • An **indoor physical activity space/play space** where the children and their parents/carers can be active safely. • **Studio/classroom space/meeting room** for parent/carer workshop sessions. This room needs sufficient space (and chairs) for all parents/carers. This room can also be used for the active play session. • **Crèche area** should be suitable for providing crèche activities during parent/carer workshops. • **Snack time area**. This can be the same space used for workshops, active play or crèche sessions. Ideally a basic kitchen facility or snack preparation area should be available, along with child-friendly hand-washing facilities and drinking water. **Access to additional local expertise:** Knowledge of local geography and demographics, and potential delivery partners (for example, local leisure centres, community centre networks) and public transport links to inform programme planning. **Materials or equipment:** All materials and equipment are provided by MEND apart from perishable goods (such as snacks).

SCOTT

General information	
Organisation	University of Glasgow
Contact details	Tel: 0141 2019264 E-mail: cf24f@clinmed.gla.ac.uk
SHA area	North West, North East, Yorkshire and Humber, East Midlands, West Midlands, East of England, London
Weight management programme	
Name of programme	SCOTT
Age group	2–19
Target group	> 98th percentile
Programme approach	The University of Glasgow, a leading centre for training, teaching and research into childhood obesity in Europe, has developed the SCOTT programme to help tackle childhood obesity. Our trainers will provide PCTs with the skills and knowledge required to deliver this highly successful programme. **About the SCOTT programme** This office-based treatment programme can be delivered in primary care, secondary care or non-NHS settings. It has been designed to be mainly directed at children/adolescents requiring more individualised treatment. Delivery of the programme is recommended through health professionals with sufficient knowledge of nutrition and basic behavioural change principles. Non-healthcare professionals who are felt to be suitably qualified could undertake programme delivery. The programme consists of a core of ten appointments, with two of these for parents only, over 20 or 24 weeks, amounting to five hours and 45 minutes of direct contact time. Times can be extended according to particular individual patients and family needs as well as local circumstances. • Week 1 – parent-only session, 45 minutes. • Week 2 – first family session, 60 minutes. • Week 4 – second family session, 30 minutes. • Week 6 – third family session, 30 minutes. • Week 8 – fourth family session, 30 minutes. • Week 9 – second parent-only session, 30 minutes. • Week 10 – fifth family session, 30 minutes. • Week 12 – sixth family session, 30 minutes. • Week 16 – seventh family session, 30 minutes. • Week 20 – eighth and final family session, 30 minutes. The programme is rooted in the family base with all family members invited to attend sessions and all changes considered in the context of how the family can implement them. Parents have the role of participants in the programme as well as facilitators and supporters of the child's chosen goals.

Programme approach (continued)	The programme covers key elements of positive changes in diet to decrease total energy intake, and encourages increasing physical activity and decreasing sedentary behaviours (such as screen time). Physical activity sessions are not part of the programme and commissioners are recommended to utilise local partners for encouraging family activities. Programme materials are included in the cost of training, for example traffic light healthy eating scheme, lifestyle diaries.
Training	
Number and type of staff required to deliver programme	A training group of 12 at the maximum is recommended. This programme has been devised to particularly target the severely obese; it is therefore **highly recommended** that it is delivered by health professionals with relevant experience of working with children and families, a sound working knowledge of nutrition and a basic level of training in behavioural change techniques.
Training provision	To enable PCTs to deliver the SCOTT programme, we will initially provide a two-day intensive, classroom-based course. There is set pre- and post-course reading (approximately four hours) of relevant published articles and guidelines on behavioural change in childhood obesity and the SCOTT programme. All training is delivered by an experienced SCOTT trainer. The two-day classroom-based training can take place in any facility with a sufficiently sized room and space for practice sessions containing a laptop projector, screen and flipcharts. The commissioner is responsible for providing the training venue and accommodation and refreshments The two days consist of a mixture of direct lecturing on the: • skills, qualities and attitudes required for delivering the programme; • theories underpinning the programme; • programme structure; • use of the programme materials; • use of appropriate language for children, adolescents and parents; and • real-life case studies of participants who have undertaken the SCOTT programme. **Please note:** One or more local commissioner may wish to combine the training to give a viable training group.

Ongoing support	
Ongoing support provided	Ongoing support for trained staff to ensure expertise and quality of delivery of the programme will be provided. **Support includes:** • telephone-based feedback by the Children's Weight Clinic on six taped interviews per trained member of staff for each 12-month period; • access to a secure online forum to facilitate communication and peer support among trained professionals; • a further three one-day continuing development classroom-based training sessions; and • two set meetings per year with local management to evaluate the local running of the programme and the ongoing training, and to discuss any particular local issues. The training offered will be flexible to meet local requests and any particular issues. Taped interviews can be analysed either from a fully typed transcription or from the original taped interview depending on local decision – costs of tapes and transcription are to be met locally by the commissioners.
Additional information	
Evidence base	The SCOTT programme is based on a randomised controlled trial funded by the Scottish Chief Scientist's Office and published in *Pediatrics* in 2008 (Hughes et al.). The programme now called SCOTT was the intervention arm of this study and the programme was initially developed based on the SIGN 69 guidelines (2003). The study followed the CONSORT guidelines and to date remains the only British childhood obesity treatment programme to have published the results of a randomised controlled trial in a peer-reviewed journal. The programme has also been evaluated through in-depth interviews with parents of children who have undertaken the programme and these results have been published in two separate papers in 2008 (Stewart et al.). A full list of references can be supplied of all published papers in peer-reviewed journals on the SCOTT programme. We will continue to evaluate the programme using both quantitative and qualitative research methodology under the supervision of Professor John Reilly, Human Nutrition, University of Glasgow. The academics involved in the development of the training programme include: • Dr Laura Stewart, RD RNutr, Director and Consultant Dietitian, an expert dietitian in the treatment of childhood obesity; • Professor John Reilly, Professor of Paediatric Energy Metabolism, a well-known specialist in the field of childhood obesity; and • Professor Mike Lean, Professor of Human Nutrition, one of the UK leaders in obesity prevention and research.

PCT resource required	All that is required is an adequately sized private consulting room, weighing scales and height measure (or portable equipment). Four new patients could be seen per week for each whole-time equivalent (WTE) trained member of staff (pro rata for part-time staff). Based on 40 weeks per year clinical service = 160 patients per year per WTE trained health professional (pro rata for part-time staff). Support staff, such as secretarial input, would need to be given for the clinical service. Written materials are covered by the tendering costs and will be supplied for the period of the tender.

Watch IT

General information	
Organisation	Leeds PCT (NHS Leeds)
Contact details	Tel: 0113 3059679 E-mail: gloria.hartley@nhs.net
SHA area	All regions
Weight management programme	
Name of programme	Watch IT
Age group	8–16
Target group	> 98th percentile
Programme approach	Watch IT is a community-based obesity management programme for children and adolescents which offers a holistic, multicomponent intervention addressing nutrition, physical activity and emotional wellbeing. It is delivered by health trainers who provide individualised support to parent and child over 12 months alongside group activity. As input is personalised, it caters for any obese child and, uniquely, it includes those with special educational and emotional needs. For children with a family history of obesity, the parents are also encouraged to lose weight and increase physical activity collectively. The Watch IT programme is based on the Healthy Education Lifestyle Plan (HELP). This was specifically designed for teenagers and modified to suit children as young as eight years old. The HELP utilises a solution-focused approach which is appropriate for use with any age group. Trainers adapt the programme to suit individual family needs. This includes modification of resource materials for different ages and learning abilities. The Watch IT programme is structured to last 12 months and offers regular appointments, initially weekly, to its families. The programme has been manualised so that staff have clear reference material and guidance for every stage. Watch IT has a designated, specific website accessible to all Watch IT staff which improves the ability to share changes and modifications to the programme while keeping members and their families informed. The Watch IT programme firmly places parents and carers as the experts on their own family and their involvement is imperative throughout the programme regardless of the age of the child. However, parents of a child of eight will have a different sphere of influence compared with those of a 16-year-old. The Watch IT programme enables trainers to adjust their approach to suit the independence levels of the child. The flexibility of the programme allows time to be spent with parents separate from children if this is felt to be beneficial. Parents/carers have participated in a range of focus groups and consultation events including consultation on extracurricular physical activity, perceptions of the Watch IT programme and the impact of participation on family budgets.

Training	
Number and type of staff required to deliver programme	The delivery team will normally consist of a team leader and a scalable number of trainers (team of two trainers – caseload of 30 families).
Training provision	Core training is provided for the delivery team over five days and includes theoretical knowledge-based teaching alongside practical interactive workshops in Leeds or locally. The theory includes solution-focused approaches, dietetic information, physical activity for obese children, emotional wellbeing and medical issues. The majority of time is devoted to practising solution-focused techniques within the HELP. Teams undergoing the core training are provided with hard and electronic copies of the Watch IT manual, resource manual, session outlines and resources. These form a suggested framework for sessions but individual families' needs and priorities will determine the specifics of the intervention. Following the core training, teams are supported in the set-up of Watch IT clinics through site visits from the project manager and ongoing email and telephone contact. The Watch IT website unites Watch IT services from different areas and enables sharing of ideas, service improvements and practices. Initially trainers should be closely supervised and where possible work alongside more experienced staff. Once clinics are running, training continues locally through individual supervision with the team leader and group supervision from a dietitian and child and adolescent mental health practitioner, all on a monthly basis. Nationally, refresher training in solution-focused techniques is held at least annually and is open to all Watch IT staff along with national good practice conferences.
Ongoing support	
Ongoing support provided	During the set-up stage, frequency of ongoing support and the form it takes will be negotiated and formulated into the agreement. As part of the core training package, a minimum of 12 months' follow-up is included. This involves two site visits to assess the quality of service delivery and to ensure model fidelity. There are also numerous telephone calls and regular email contact, particularly between the Watch IT project manager and the newly commissioned service team leader. The project manager also advises the local service on recommended support for trainers and assesses and evaluates the support offered locally through the provision of written guidance which sets out roles and responsibilities together with minimum standards and targets. This includes monthly individual supervision from the team leader and monthly group supervision from the dietitian and child and adolescent mental health practitioner as minimum standard. Systems will be put into place to monitor and maintain the quality of the ongoing support. Targets will be agreed with commissioners and could include frequency and effectiveness of supervision sessions. Standardised documentation will be provided to record key aspects of supervision sessions from the point of view of the supervisor and the supervisee. These will be collated and reviewed initially by the local team leader who will then be in a position to highlight areas where minimum standards or targets are not being met. The project manager will be available to offer assistance or guidance in how best to address these issues.

Additional information	
Evidence base	The current Watch IT programme was piloted as a 12-month programme. The pilot results demonstrated that this was effective in achieving BMI change and lifestyle improvements. A process evaluation to assess success of implementation was conducted in December 2004. Change in BMI SD score was calculated for children attending between January 2004 and November 2005. A total of 94 children mean age (SD) 12.2 (2.0) years attended. They were moderately to severely obese with low quality of life and self-image scores. There was a significant reduction in overweight at six months, especially for teenagers and girls.* Quality of service provision is monitored through impact on outcome measures, i.e. BMI, lifestyle and quality of life. An independent comprehensive service review was undertaken in January 2008 providing an extremely favourable report. Watch IT has undergone a randomised feasibility controlled trial. A multi-centred randomised controlled trial is planned following completion of this feasibility study. The Watch IT extended team has significant links with Leeds Metropolitan University and the University of Leeds, including support from the Department of Nutrition and Dietetics, data analysis, research fellows and the Department of Health Promotion at both institutions. A two-year evaluation framework for childhood obesity interventions commences March 2009 to evaluate the impact of Watch IT working closely with research, clinical and training teams. The evaluation framework is for use nationally and to gain a greater understanding of issues related to tackling obesity, particularly in ethnic minority and disadvantaged communities. This evaluation is to take place under Professor Janet Cade and is linked to the Interdisciplinary Centre for Obesity, Nutrition and Health (ICON-Health) and associated with the Division of Reproductive and Child Health at the University of Birmingham and the Centre for Health Promotion Research at Leeds Metropolitan University. *Arch Dis Child 2006; 91: 736–9.
PCT resource required	Watch IT has been designed to be delivered within the context of NHS child health services. We are currently developing processes to enable Watch IT to be delivered through other agencies and the independent and voluntary sectors. As the training itself is designed for trainers without professional qualifications, the course would need little adaptation. Trainers work in pairs and undergo a probationary period during which they are closely supervised and, where possible, work alongside more experienced staff. Each pair of trainers will have a caseload of 30 families at any one time. In addition to the delivery team, PCTs are advised to develop a clinical support team to supervise and engage with the delivery team. The make-up of this team will be agreed during the preparatory stages dependent on the availability of local expertise. The Watch It (Leeds) service can supplement any local expertise shortfall. Service user views have demonstrated the most appropriate venues for weight management services were local leisure centres and further education facilities. An activity room is required plus a separate room for one-to-one sessions. Activity sessions will require equipment, i.e. beanbags and soft balls.

Section 3: Using the child weight management programme and training providers framework

This section sets out the step-by-step process that commissioners will need to follow when using this framework agreement.

It also provides some high-level advice on ensuring that appropriate staff are in place to be trained and to deliver the weight management programme to children and families.

Finally, it sets out the support that is available to commissioners in addition to this guidance.

Introduction and summary of the process

There are five steps commissioners will need to go through to use the framework. These steps are summarised below and described in more detail in the following sections.

Commissioners are strongly advised to read the framework agreement itself – i.e. the contract that providers have signed with the Department of Health and which will act as the 'umbrella contract' for contracts with PCTs. This is provided in Annex C.

A set of template documents is also available to support commissioners and make the process as straightforward as possible. These are highlighted at the start of each section, and are available for download and adaptation at the Healthy Weight, Healthy Lives section at www.dh.gov.uk/obesity

It is expected that the process of completing a mini-competition could be completed in as little as six weeks. This will vary, however, according to the resources available and the amount of preparatory work that has been carried out by the PCT and appropriate partners.

Step 1 – Deciding whether to use the framework: The framework is an optional tool which commissioners can use to help them procure support in implementing weight management services for children and young people, and commissioners will need to make a decision about whether using this tool is the right option.

Step 2 – Preparing tender documents and evaluation criteria: Commissioners will have to set out the outcomes and requirements that they will expect providers to deliver. Commissioners will also need to consider how they will evaluate proposals, as it is important for providers to have a high-level understanding of what they will be judged on.

Step 3 – Inviting eligible providers to submit a proposal: Commissioners will not be able simply to pick one provider from the list. Instead, they will need to run a short and simple 'mini-competition' so that they can select the best proposal from providers on the list.

Step 4 – Evaluating proposals from providers: Commissioners will need to decide in advance what criteria they will use to evaluate proposals from providers on the list, make sure they have the right people lined up to carry out the evaluation, and complete an evaluation report.

Step 5 – Awarding the contract to the successful provider: Commissioners will need to get the necessary local approvals to award the contract to the provider selected as a result of the evaluation process, and send out the contract details.

The next sections describe each of these steps in more detail.

It is important to note that, when using this framework agreement, **commissioners are required to follow the process set out here and to use the template documents supplied** (albeit with the necessary local adaptations). This is to ensure that any procurements carried out using the framework agreement are conducted in line with European Union procurement rules and regulations.

It is also hoped that both commissioners and providers will realise benefits in terms of speed and simplicity by using standard documents.

Step 1 – Deciding whether to use the framework

This section sets out the issues that commissioners should consider before beginning to use the framework agreement.

Introduction

The framework agreement is a tool to help commissioners with a particular stage in the commissioning process – but it does not cover the entire process.

The Department of Health and the Department for Children, Schools and Families document, *Securing better health for children and young people through world class commissioning*, which accompanied the child health strategy, sets out three key stages in the commissioning cycle:

- needs assessment and strategic planning;
- **shaping and managing the market**; and
- improving performance, monitoring and evaluating.

This framework agreement can particularly help commissioners in the second of these three stages. It can also support movement towards the World Class Commissioning competencies of:

- stimulating the market;
- promoting improvement and innovation; and
- securing procurement skills.

However, it is important that commissioners consider whether using this framework agreement is the right route to help them to deliver on local priorities. If commissioners do decide to use this framework, they will need to go through the appropriate initial steps as set out below.

Needs assessment and local priorities

Before procuring services, commissioners will want to consider the priorities determined by their local joint strategic needs assessment and alignment with local strategies or action plans focusing on overweight and obesity in children and young people.

Under the terms of the framework agreement, contracts with and payments to providers must be made by PCTs, but it will be important that children's trust partners work together to carry out this preparatory work.

A range of tools and guidance has been developed to help local areas determine their priorities in terms of child obesity and to put plans into action. *Healthy Weight, Healthy Lives: A toolkit for developing local strategies,*[5] provides a wide range of tools including:

- a ready reckoner to help calculate obesity prevalence; and
- a tool to help identify priority groups.

Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people[6] also contains tools covering areas such as:

- identifying gaps, opportunities and priorities; and
- setting outcomes for children and young people.

Both sets of guidance are available at www.dh.gov.uk/obesity

Involving children, young people and families

Securing better health for children and young people through world class commissioning, which was published alongside the child health strategy *Healthy lives, brighter futures*, states clearly that while professionals, service specialists and leaders have key roles in the commissioning process, it is also crucial that children, young people and their families are fully engaged. This engagement should move beyond consultation to meaningful roles in priority-setting, monitoring and service design.[7]

The World Class Commissioning competencies promote the use of creative approaches to ensure that, where possible, vulnerable children, young people and families are included and that the voices of all children and young people are heard (as well as the voices of their parents and carers). Tool 4 in the commissioning guide for weight management services produced by the Cross-Government Obesity Unit[8] contains information on engaging with users – and potential users – of weight management services. This commissioning guide is available in the Healthy Weight, Healthy Lives section at www.dh.gov.uk/obesity

5 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: A toolkit for developing local strategies*

6 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

7 DH/DCSF (2009) *Securing better health for children and young people through world class commissioning: A guide to support delivery of Healthy lives, brighter futures: The strategy for children and young people's health*

8 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

Is the framework agreement the right procurement route?

In terms of actually procuring services as a result of the needs assessment and wider strategies around child obesity, commissioners will want to consider whether using this framework agreement is the right option.

The framework agreement covers a particular type of service. Under this framework agreement, providers can support local areas in implementing weight management services and can help to build capacity and capability among local partners, but they do not deliver services directly to children and families.

Commissioners will therefore want to consider whether this is the best option for them. It may of course be that commissioners are looking to procure a range of services to cover different levels of need or different age groups according to their local care pathway, so they may use different procurement options to fulfil different requirements.

Using this framework will, however, save a significant amount of the time and resources involved in procuring these types of provider, as a large part of the procurement and assessment process has been carried out at the national level.

One example of where commissioners may choose not to use this framework agreement is in areas where there already is a well-developed market of providers offering full service delivery.

Where commissioners do not use the framework agreement, they must of course ensure that they carry out procurements in an open and transparent fashion, and in a way that is proportionate to the level of spend. Tools 12 and 13 in *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*[9] provide useful advice on developing provider markets in this area and on procuring appropriately.

Getting the necessary approval

Commissioners will want to ensure that they have received the necessary approval at the right stage. This process will vary from area to area and depend on the value of the services being procured, so it is not covered in this guidance – however, it may include requesting clearance from the appropriate board within the PCT or children's trust.

Commissioners should establish their affordability constraints before embarking on a procurement under this framework agreement. This will help to ensure that the proposal selected is affordable. When assessing the affordability of the various service offers under this framework, commissioners should also consider the wider resource

9 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

implications of different service offers. This may include the number or type of staff required to deliver the provider's weight management programme, equipment or materials required, or access to other expertise. This is covered in more detail in Step 4, which focuses on evaluating proposals from providers.

Understanding the framework agreement

Commissioners are strongly advised to read the framework agreement itself, as it sets out:

- the terms and conditions under which the providers have been appointed to the framework;
- the roles and responsibilities of commissioners, providers and the framework manager; and
- some of the steps it is necessary to go through in a little more detail.

The framework agreement is provided at Annex C.

Planning ahead

Using the framework agreement will be a relatively simple and straightforward process. The rest of this guidance sets out that process step by step and provides information about all the necessary template documents.

Commissioners will, however, want to think ahead and make sure that they are able to resource the process properly. One of the key steps in using the framework agreement, for example, will be evaluating bids from providers that set out how they would aim to meet the commissioner's specific requirements. It will be up to commissioners to decide who they want to involve in evaluating bids, but if they think it is important to get some input from clinicians or finance colleagues or from children and families themselves, that is something that will need to be planned in advance.

Step 2 – Preparing tender documents and evaluation criteria

This section describes the beginning of the procurement process that commissioners and their partners will need to go through – developing the outcomes and requirements that they will expect providers to deliver, deciding how bids will be evaluated and developing the necessary tender documents.

The following template documents are available to support commissioners in this step of the process:

- invitation to participate in a mini-competition;
- pricing template for providers to complete;
- service specification; and
- evaluation plan.

Introduction

The child weight management programme and training providers framework has been designed to allow as much flexibility as possible for local areas, with commissioners able to set out particular local requirements and evaluate providers' abilities to meet those needs.

It is also the case that a commissioner cannot select one provider from the framework – instead, they must run a simple mini-competition in which all eligible bidders are invited to submit a proposal (see Step 3 for more information on which providers to include in the mini-competition).

So, in order to get the best possible proposal from providers on the framework and to be able to make a judgement about which provider to select, it is important that commissioners are as specific as possible about their particular local requirements.

Inviting providers to take part in a mini-competition

All the information that providers will need to have from the commissioner in order to submit a proposal must be set out in the invitation to participate in a mini-competition. This is available as a template document, and includes a small number of areas in which commissioners should add their own information or requirements.

The invitation to participate in a mini-competition is an opportunity for the commissioner to:

1. set out local service requirements and ask the provider to describe how they will help to meet them
2. detail any additional questions to ask providers
3. ask the provider to set out the price for their proposal
4. set out high-level evaluation criteria and weightings for each criteria
5. highlight any changes to the contract
6. give clear instructions to providers about the process.

It is important that providers receive all the necessary information from the commissioner. This will help the provider put in a well-thought-through and correctly costed proposal, which will in turn make it easier for the commissioner to evaluate the proposals.

More information on each of the six areas to cover in the invitation to participate in a mini-competition is given below.

1. Setting out local service requirements

All the providers on the framework have undergone checks at the national level covering their overall service offer, their capacity to deliver the service, and their legal and financial standing. This leaves commissioners more free to focus on the outcomes they wish providers to deliver and to ensure that proposals will help to meet specific local requirements.

In order to get on to the framework, providers have already had to show they could comply with an overarching service specification, provided at Annex A and as a template document. It was drawn up in consultation with PCT colleagues and is designed to be high level enough to allow room for flexibility and innovation.

This service specification can be adapted by local areas. It is important to note, though, that under this framework agreement local service requirements must still come under this overarching service specification as this is what providers have 'signed up' to. So, for example, commissioners can adapt the service specification to highlight specific ethnic minority groups that the weight management programme will be aimed at, but they cannot add completely new components to the overall service such as requiring providers to work directly with children and families. If commissioners are in any doubt about this, they can talk to their own legal adviser or contact the framework manager (see contact details on page 100).

When setting out their local service requirements, commissioners should make sure that they set out the following information as a minimum:

- the number of children or young people for whom a weight management service is required, and information about their level of overweight or obesity; and
- any additional information about the 'target groups' for the weight management programme, which could relate to ethnicity, disability, specific social marketing groups and so on.

This information is vital, as it allows providers to submit thorough responses, including pricing information, making it easier for the commissioner to evaluate proposals.

The commissioner will also want to consider including additional information that will help providers to submit as specific a proposal as possible. This could include:

- predetermined information about the number or type of staff available for training and delivering the weight management programme to children and families;
- key performance indicators or incentive regimes that the commissioner may wish to put in place as part of the contract. If these are to be used, they must be clearly defined at the outset;
- information about the likely performance monitoring system; and
- any other aspects of the service that providers would deliver which have been fixed by the commissioner, for example whether the training should be delivered locally.

Finally, it is important that commissioners do not use the process of setting local service requirements to deliberately skew the procurement in favour of a particular provider.

2. Detailing any additional questions to ask providers

As described above, all the providers on the framework have undergone checks at the national level covering their overall service offer, their capacity to deliver the service, and their legal and financial standing. This was based on information provided in response to the questions set out in Annex B.

Commissioners are entitled to ask providers additional questions. The questions that have already been asked at national level have been provided in this guidance so that commissioners can:

- understand how providers have already been assessed; and
- make a judgement about any additional or more probing questions that they may wish to ask providers as part of the mini-competition process.

3. Asking the provider to set out the price for their proposal

As well as asking providers to describe how they will help commissioners to meet particular local needs, the invitation to participate in a mini-competition requires providers to set out their price for the proposed service.

A pricing template which commissioners should ask providers to complete is available to download. A completed pricing template will provide a detailed breakdown of what will be provided for the price, and set out expectations of PCT inputs.

4. Setting out high-level evaluation criteria

As part of the overall mini-competition process, commissioners will need to develop an evaluation plan setting out how they will assess the proposals they receive from providers. A template evaluation plan is available and can be downloaded, so commissioners can adapt it accordingly.

Step 4 of this section gives some more detail about developing the evaluation plan. It is important to note, however, that commissioners will need to set out their high level evaluation criteria and their respective weightings in the invitation to participate in a mini-competition. This is standard practice in procurement, and helps providers to understand the evaluation process that they will undergo and to know where they should focus their attention.

5. Highlighting any changes to the contract

An overarching contract (i.e. the framework agreement) has been signed by the Department of Health and all the providers, and sets out the obligations of providers, commissioners and the Department of Health. Commissioners are strongly advised to read the framework agreement and become familiar with it, as the provisions in the framework agreement will apply to each local contract between the commissioner and provider. The framework agreement is provided in Annex C.

The provisions of the framework agreement are the same for all providers. It has been designed to apply to every commissioner wishing to enter into a contract with providers under the framework agreement, therefore minimising the need for drafting or renegotiation at the local level.

It is expected that the provisions of the framework agreement will more than adequately meet the needs of local commissioners. However, there may be some specific cases where the commissioner wishes to alter some provisions in the

framework agreement to meet individual local requirements and this has been provided for. The provisions most likely to need local tailoring relate to:

- performance monitoring and key performance indicators (clause 12);
- intellectual property (clause 14);
- data protection (clause 15); and
- the transfer of employees (clause 28A).

Annex C contains further details of the amendments which can be made to these particular provisions.

When drawing up the invitation to participate in a mini-competition, commissioners must identify any limited amendments that they want to make to the provisions in the framework.

Providers are also within their rights to propose amendments. Again, it is most likely that any changes proposed by providers would cover the areas set out above. Providers are expected to describe in their response to an invitation to participate in a mini-competition the precise changes they are proposing and to demonstrate the value for money that would result.

In the event that it is decided that any parts of the framework agreement need to be adapted, commissioners are **strongly advised** to seek their own legal advice.

6. Giving clear instructions to providers about the process

This section of the invitation to participate in a mini-competition template gives providers clear guidelines on points such as:

- how to respond to the invitation to participate in a mini-competition;
- how to ask the commissioner for clarification;
- whether providers will be required to present their proposals in person;
- who to return documents to;
- deadlines for returning proposals; and
- anticipated start date for the contract (given that commissioners will also need to ensure that a 'delivery partner' is in place to receive the training and work with children and families, commissioners may not be able to give a specific date but should aim to provide as much information as possible on this).

The template can be completed and adapted by commissioners as needed.

Step 3 – Inviting eligible providers to submit a proposal

This section sets out how commissioners should invite eligible providers to submit a proposal as part of the mini-competition process.

Introduction

As previously described, commissioners must not pick one provider from the list, but must invite all eligible bidders to take part in a mini-competition process.

Eligible providers are those that meet the commissioner's geographic and age group requirements, described in more detail below.

Eligible providers

When running a mini-competition under this framework agreement, commissioners must issue an invitation to take part to those providers which:

- offer training in a weight management programme covering the age groups the commissioner has specified; and
- deliver their service in the relevant SHA region (most providers operate across the whole of England but some do not).

As an example, if a commissioner requires the provider to help them implement a weight management service for 8–10-year-olds in the West Midlands, the providers highlighted in the following table will need to be invited to take part in the mini-competition.

	Name of programme	Age range	SHA area
Carnegie Weight Management	Carnegie Clubs	7–17	All
	Carnegie Day Camp	7–17	All
	Carnegie Residential Camp	8–17	All
Combating Obesity Ltd	COBWEBS	12–19	North East, North West, Yorkshire and the Humber
RCPCH HENRY	Let's get healthy with HENRY	2–5	All
Leeds Primary Care Trust	Watch IT	8–16	All
MEND Central Ltd	Mini-MEND	2–4	All
	MEND 5–7	5–7	All
	MEND	7–13	All
North East Essex Provider Services	CHIMPS	6–13	East of England
University of Glasgow	SCOTT	2–19	North West, North East, West Midlands, East of England, Yorkshire and the Humber, East Midlands, London
University Hospitals Bristol NHS Foundation Trust	Care of Childhood Obesity (COCO) programme	2–18	All
Weight Management Centre	Alive N Kicking	7–16	All

Involving providers not covered by this framework agreement

It is important to be aware that this framework agreement only covers the providers who are named in this guidance. If commissioners are aware of other providers which offer the same services and also wish to invite bids from them, it must be done entirely separately from the process set out in this guidance.

Commissioners should also be aware that taking that route would mean that:

- if PCTs wish to use providers outside the framework they must ensure they procure the services competitively, i.e. advertise to more than one provider; and
- the procurement timetable would be much longer than it would be for providers covered by this framework.

Timescale for responses

As described in Step 2, the information in the invitation to participate in a mini-competition must give providers clear guidelines on points such as how to respond to the invitation and who to return documents to.

As part of this, commissioners will need to decide how long they want to give providers to submit their response to the mini-competition. There is no set response period and commissioners may want to use the scale of their requirements to inform their decision. As a guideline, however, 15 working days is considered an adequate amount of time for providers to complete a thorough proposal.

Responding to clarification questions from providers

Providers are within their rights to ask for clarification from the commissioner about the service requirements or about the process they are being asked to follow.

If commissioners receive clarification questions, the response provided must be sent to all those providers who have been invited to submit a proposal so that everyone is treated fairly. The exception may be where a provider asks about a commercially sensitive issue – it is the provider's responsibility to highlight this when submitting their question.

It is good practice to set a cut-off date after which providers cannot ask additional questions, and this should be relatively soon after the invitation to participate in a mini-competition is sent out to allow providers as much time as possible to develop their proposals.

Step 4 – Evaluating proposals from providers

This section sets out how commissioners should evaluate proposals from bidders, who should be involved, and how they should record the results of that evaluation.

The following template documents are available to support commissioners in this step of the process:

- evaluation plan; and
- evaluation report.

Introduction

All the providers on this framework have undergone a high-level national evaluation to assess their capacity and capability to deliver the service. It is crucial, though, for commissioners to assure themselves that the providers are able to meet their specific local requirements.

The mini-competition process gives commissioners the opportunity to set out their specific local requirements, and it is important that commissioners are clear about how they will evaluate providers' responses.

Principles of evaluation

The process of the evaluation should be fair, open and transparent to providers, so the evaluation should be documented, objective and robust. This is important in terms of complying with procurement rules and regulations, and allowing auditing if necessary.

The overall purpose of the evaluation is to identify the most economically advantageous bid – i.e. the bid that is affordable and offers value for money.

In the context of this framework agreement, all providers must be treated equally. Care should be taken to avoid giving unfair advantage to specific providers – particularly where a provider may already be providing the service. All providers must be evaluated against the same pre-agreed evaluation criteria.

The template evaluation plan and evaluation report have been developed to help commissioners carry out the evaluation process in line with these principles, and to ensure it is well documented. The different stages of the evaluation process are described in the template evaluation plan.

Developing the evaluation plan

The evaluation plan must be developed and agreed before commissioners open any responses from providers to the mini-competition process.

The evaluation plan should cover areas including:

- the detailed evaluation criteria and how providers will be assessed against these;
- who will evaluate bids and who will oversee the whole process; and
- the means of ensuring confidentiality and fair and effective competition.

Setting out high-level evaluation criteria

As a first step in establishing the criteria against which bids will be evaluated, commissioners should think about the high-level areas that need to be covered. As an example, providers bidding for inclusion on this framework were evaluated against four main areas, and different weightings were allocated for each of these as shown in the following table.

Area	Weighting
Service proposal	55%
Capacity to deliver the service	20%
Commercial	15%
Legal	10%

As described in Step 2 of this process, commissioners will have to give high-level evaluation criteria and weightings in the invitation to participate in a mini-competition. This is standard practice and helps providers to focus their proposals. It is up to local areas to set their own criteria, but those listed above may be a useful starting point.

Developing more detailed evaluation criteria

Commissioners will also need to establish more detailed criteria within each of the high-level areas, focusing on the issues which are most important. Some points to consider are set out below.

Criteria for assessing service proposed

All the providers on the framework have demonstrated at a high level their ability to provide the service in line with the overarching service specification. It is important, however, that commissioners assure themselves that proposals submitted by providers

as part of the invitation to participate in a mini-competition will meet local requirements.

Commissioners may therefore want to evaluate providers on areas such as:

- the extent to which the weight management programme will meet specific local requirements; and
- the extent to which the programme is inclusive of all groups or focused on specific groups.

Criteria for assessing capacity of provider to deliver service proposed

All the providers on the framework were required to demonstrate that they had sufficient capacity to deliver their service across their specified SHA regions, or had plans in place to scale up capacity as required. Again, however, commissioners will want to assure themselves that the provider can deliver its service to the local area as required.

Commissioners may therefore want to evaluate providers on areas such as:

- the provider's ability to deliver the service in the time period specified by the commissioner.

Criteria for assessing affordability and value for money of service proposed

Commissioners will want to ensure that the price proposed by each provider is affordable and offers value for money. In making this judgement, commissioners will wish to consider:

- any value for money assessment methods used by the PCT;
- whether the price submitted by the provider is within the affordability constraints determined at the start of the procurement;
- whether the additional resource requirements – e.g. delivery staff, equipment/ materials – are also within the affordability constraints determined at the start of the procurement; and
- whether the price submitted by the provider is in line with the overall pricing methodology agreed as part of the framework agreement.

On the last of these bullet points, commissioners should note that all providers have had to set out and agree to adhere to an overall pricing methodology which will form the basis for prices they submit in response to an invitation to participate in a mini-competition. More information about this methodology and about providers' pricing information is available from the framework manager on request; as this is

commercially sensitive information, it cannot be included in a publicly available document.

Criteria for assessing compliance with legal issues

Commissioners will want to make sure that providers either:

- agree to the provisions in the framework agreement, as provided as part of the invitation to participate in a mini-competition (which may include amendments made by the commissioner to reflect local requirements); or
- propose their own specific amendments which are acceptable to the commissioner and demonstrate the value for money that would be achieved as a result.

The questions which providers were asked in the national procurement process are attached at Annex B. Commissioners may wish to consider these when developing their evaluation criteria; it is not expected or recommended that commissioners will ask all the same questions again, but there may be some aspects that commissioners would like more detail on.

Methodology for evaluating provider proposals

In addition to developing the areas against which providers' proposals will be evaluated, commissioners will need to agree an approach to scoring. A generic approach to scoring, which commissioners may wish to use or adapt, is given in the template evaluation plan and reproduced here:

Grade label	Grade	Definition of grade
Deficient	0	Confident that an inadequate service delivery is likely to occur or that the requirement is not met
Limited	1	Doubt that a satisfactory service delivery will occur due to limited information provision or a response that only partially addresses the requirement
Acceptable	2	Confident of acceptable service delivery by way of response detail, accuracy and relevance
Comprehensive	3	Confident of additional service delivery value or a response that is comprehensive in terms of detail and relevance
Superior	4	Confident of additional service delivery value **and** improved outcomes (to those stipulated in the requirements)

Asking providers to present their proposals

Commissioners may choose to invite providers to present their proposals in person or undergo a formal interview process. If this is required, it should be decided at the start of the process and should be clearly stated in the invitation to participate in a mini-competition, along with the likely dates on which these meetings will be held.

Where face-to-face meetings are held as part of the evaluation process, they must have a clear agenda based on the requirements set out in the invitation to participate in a mini-competition and the provider's proposal, and be formally minuted. The outcome of the meeting should be reflected in the final scores.

Resourcing the evaluation process

Commissioners will need to set out in the evaluation plan:

- who the lead is for the evaluation process; and
- who else will be involved in the evaluation.

On the first point, it is important that there is a clear lead for the overall evaluation process.

Second, the commissioner will need to consider who else should be involved in evaluating responses from providers. This is entirely a decision for local areas; however, they may wish to consider involving clinical experts or finance colleagues to look at specific aspects of providers' proposals. It is important to ensure that those who are evaluating proposals have set aside enough time to give these the necessary attention.

It is also strongly advised that at least two people are involved in the evaluation to ensure the approach is as objective as possible. It is also good practice to 'moderate' evaluations; the template evaluation plan suggests some approaches to moderation.

Governance of the evaluation process is critical to ensuring that appropriate services and providers are selected. Providers have been appointed to the framework as they have demonstrated that they meet general criteria, but commissioners must follow their own quality assurance and governance processes to ensure that providers' proposals will fufil local requirements.

Involving service users in the evaluation

Commissioners may wish to involve children, young people and/or parents/carers in the evaluation process in line with their local practice. Tool 4 in the commissioning

guide for weight management services produced by the Cross-Government Obesity Unit[10] contains information on engaging with service users.

Clarifying issues with bidders

In order for evaluation to be based on precisely what providers propose, it may be necessary to clarify details of their proposals. During the evaluation period, clarification questions may be raised in response to poorly explained information or to obtain information needed to complement that already submitted.

Clarification questions are not intended to be a way of seeking additional information that was not requested. Nor are they intended to be a way of giving providers a second chance where they have submitted incomplete or non-compliant bids. Extra care must be taken not to advantage or disadvantage individual providers by the issue of, or consideration of responses to, clarification questions. If there is any doubt, seek advice from legal or procurement colleagues.

Complying with the evaluation plan

Commissioners must ensure that they comply with the processes and principles set out in their evaluation plan. This must include:

- not changing the evaluation criteria after opening proposals from providers;
- evaluating bids only against requirements set out in the invitation to participate in a mini-competition; and
- basing the evaluation only on factors within the pre-agreed evaluation plan.

Recording the results of the evaluation

It is important to formally document the outcome of the evaluation process, to demonstrate that a fair and transparent evaluation has been carried out and to provide an audit trail.

A template evaluation report is available which commissioners can complete or adapt as needed.

10 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

Step 5 – Awarding the contract to the successful provider

This section sets out how commissioners should award the contract to the successful provider.

The following template documents are available to support commissioners in this step of the process:

- service order; and
- letter for unsuccessful bidders.

Obtaining necessary approvals

The evaluation process will result in the selection of a successful provider, and this will be documented in the evaluation report.

In order to award the contract to the successful provider, commissioners will need to go through their organisation's particular governance processes. This is likely to vary from area to area and depend on the scale of the procurement. The evaluation report will provide a useful summary of the process that has been undergone to select the provider as well as providing a clear audit trail.

The time needed to gain the necessary approvals should be factored into the overall timeline.

If a situation arises where a provider has not been selected – for example, if none of them met the required standard – the commissioner can choose to run the process again. The commissioner may also choose to award contracts to the two highest-scoring providers where it is felt that it is important to offer a greater degree of choice to the local population.

Informing the successful provider

The commissioner may choose to notify the selected provider that they have been successful by a letter or email, but to formalise the arrangement a service order will need to be issued to the selected provider. Once signed by both parties, this service order constitutes the contract between the commissioner and provider – the 'call-off service contract'. The template service order which must be used is available (see section 4 for details).

As a first step, the commissioner should add all the necessary local information to the service order. The commissioner should also attach the necessary annexes: the selected provider's proposal for delivering the service, and the selected provider's pricing information.

The completed service order should be sent to the provider to sign, and then returned for the commissioner to sign.

Informing unsuccessful providers

The commissioner will also need to contact any providers that took part in the mini-competition and were unsuccessful. This should be done at the same time as the successful provider is notified. Commissioners are advised to give as much feedback as possible to unsuccessful providers – particularly as it will help them to improve their proposals in the future.

A template 'debrief' letter is available for commissioners to complete or adapt as required (see section 4 for details).

Working with the provider

Once the call-off service contract has been awarded, the commissioner will be responsible for working with the provider as necessary and in line with any performance monitoring arrangements or other protocols that have been agreed.

This is also likely to include working with the programme and training provider and/or delivery partner to ensure effective evaluation of outcomes from the weight management programme. The standard evaluation framework released by the National Obesity Observatory in spring 2009 provides guidance on data to collect in order to allow comparability across different approaches. The standard evaluation framework is available at www.noo.org.uk

Commissioners are encouraged to feed back any issues that arise in working with the provider to the framework manager (see page 100).

Commissioning a delivery partner

This section gives some high-level advice about commissioning a delivery partner. This delivery partner would provide staff to receive training from the programme and training provider commissioned by the PCT, and deliver the weight management programme to children and families.

If commissioners decide to use this framework agreement to help them implement weight management services, they will of course need to ensure that appropriate staff are or will be available to receive the training from the programme and training provider, and deliver the weight management programme to children and families, as highlighted in the figure on page 99.

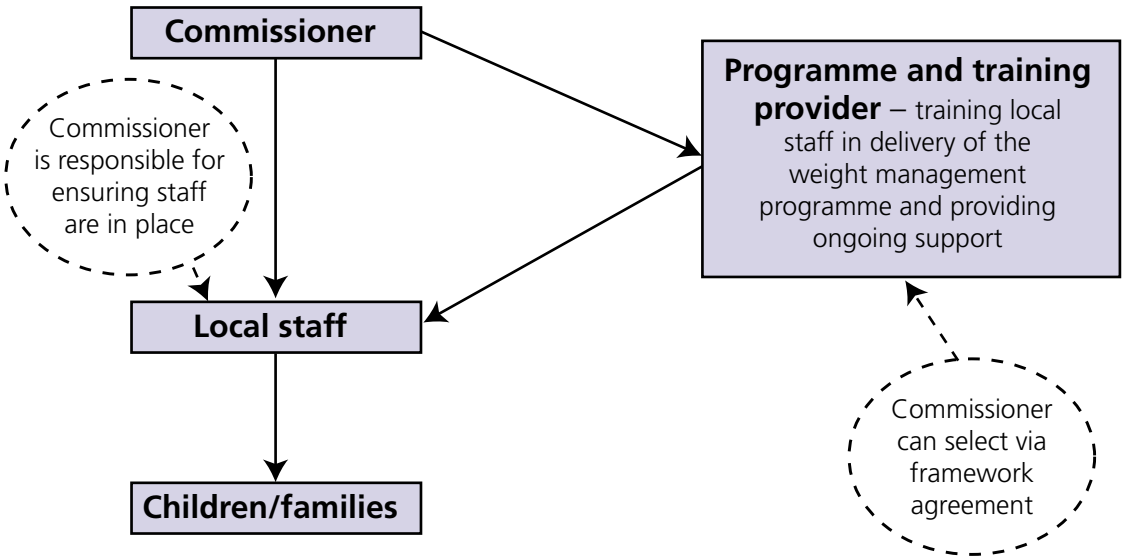
This framework agreement does not cover delivery staff or organisations as it was not feasible or appropriate for these to be covered in a national framework – commissioners will need to address this aspect separately.

The type of staff required will vary according to the nature of the weight management programme they will deliver and the target user groups. Commissioners may already have access to appropriate staff or may choose to carry out a separate commissioning exercise. This may depend on the scale of resource required.

Depending on the nature of the staff required to deliver the weight management programme, it will be important for commissioners to consider the full range of delivery partners from all sectors. Feedback from one PCT which commissioned a programme and training provider and delivery partner during 2008 suggests that widely advertising the opportunity to become a delivery partner will result in interest from a broad range of organisations. This gave the commissioner a real degree of choice and ultimately added value to the programme.

When commissioning a delivery partner, commissioners may wish to refer to separate guidance on commissioning child weight management services,[11] published by the Cross-Government Obesity Unit in 2008. Some of the tools – for example on developing service specifications, market development and procurement – may be particularly useful.

11 Cross-Government Obesity Unit (2008) *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*


Commissioner
Commissioner is responsible for ensuring staff are in place
Programme and training provider – training local staff in delivery of the weight management programme and providing ongoing support
Local staff
Commissioner can select via framework agreement
Children/families

Support for commissioners

This section sets out the support available to commissioners to help them use this framework agreement.

If commissioners require support or advice on using this framework agreement, in the first instance they should approach colleagues with procurement or other relevant expertise within their own PCT. The following options are also available:

- ## Framework manager

  A framework manager will oversee the day-to-day running of the framework. This will include:

  – providing light-touch advice and support to commissioners as necessary; and

  – monitoring the performance of providers – including via any feedback provided by commissioners.

  The framework manager can be contacted at cwmframework@dh.gsi.gov.uk

- ## Commercial partnership managers

  Commercial partnership managers are based in SHAs and can provide guidance and support to NHS commissioners on procurement. Commercial partnership managers are aware that this framework agreement has been developed, and can be contacted via the relevant SHA.

- ## *Healthy Weight, Healthy Lives: Commissioning weight management services for children and young people*

  This guide provides a series of tools covering the entire commissioning process. It is not specific to this framework agreement. Commissioners may particularly wish to refer to this guidance when commissioning a delivery partner to work with the programme and training provider. It is available in the Healthy Weight, Healthy Lives section at www.dh.gov.uk/obesity

Reviewing the framework agreement

The framework agreement will be in place for three years, from 31 March 2009 to 31 March 2012. The Cross-Government Obesity Unit will review the use of the framework agreement and consider whether it can be updated or improved at the end of this three-year period.

Section 4: Template documents

This section provides information on the template documents which are available to support commissioners in using the framework.

All of the template documents which commissioners will need to use in order to select providers from the framework are available in the Healthy Weight, Healthy Lives section at www.dh.gov.uk/obesity or from the framework manager.

The templates have been developed to comply with best practice in public sector procurement.

The template documents are as follows:

- **Invitation to participate in a mini-competition** – commissioners will need to fill in relevant local details before sending this to providers covered by the framework.
- **Service specification** – this is the specification that was used in the national-level procurement; it can be adapted (within reason) to highlight particular local requirements.
- **Pricing template** – commissioners will need to ask providers to complete and return this as part of their response to the mini-competition.
- **Evaluation plan** – this will help commissioners to establish the criteria they will use to evaluate providers' responses to the mini-competition and set out how they will assess whether those criteria have been met.
- **Evaluation report** – this will help commissioners to record the outcomes of the mini-competition, including the selection of the successful provider.
- **Service order** – commissioners and providers will need to complete and sign this in order to finalise and formalise the commissioner's decision to award the contract.
- **Letter for unsuccessful bidders** – this will help commissioners to debrief providers who are not selected via the mini-competition.

Annex A: Service specification for child weight management programme and training providers

Requirements	
1. Weight management programme	
1.1	The programme and training provider will enable local areas to deliver a weight management service by providing an approach to weight management ('weight management programme') that allows sustained long-term movement towards and maintenance of a healthier weight among overweight or obese children and young people.
Specific requirements for the weight management programme	
1.2	The weight management programme proposed by the programme and training provider must comply with relevant points in the 2006 National Institute for Health and Clinical Excellence (NICE) guidance on the prevention, identification, assessment and management of overweight and obesity in adults and children, including taking a multi-component approach (addressing dietary, activity and behavioural aspects).
1.3	The weight management programme proposed by the programme and training provider must reinforce key national messages around healthy eating and physical activity and support families in achieving these. These include: • a physical activity recommendation for children of at least 60 minutes/day of at least moderate intensity; and • Food Standards Agency (FSA) Eatwell guidelines.
1.4	The weight management programme must be appropriate for the target age groups.
1.5	The programme and training provider must keep up-to-date with relevant evidence relating to overweight and obesity and update its weight management programme(s) as appropriate.
1.6	The weight management programme proposed by the programme and training provider should recognise and facilitate the long-term commitment that is required to achieve and sustain a healthier weight.
1.7	The programme and training provider must set out the evidence base for its proposed approach to child weight management.

Requirements	
1.8	The programme and training provider must demonstrate an ability to adapt its weight management programme to meet the requirements of local commissioners.
1.9	The programme and training provider must demonstrate an ability to adapt its weight management programme to meet the needs and preferences of target groups as specified by the commissioner, which may include: • key social marketing 'cluster groups'; • different ethnic, cultural or faith groups; and • people with physical and/or learning disabilities.
1.10	The programme and training provider must demonstrate that there has been input to its weight management programme from a clinician with appropriate experience of child or adolescent health and/or obesity.
1.11	Programme and training providers must demonstrate that they will use the results of evaluation and feedback from children/young people/families to drive improvement.
1.12	The programme and training provider must ensure that its approach to weight management keeps abreast of national guidance, including (but not limited to): • *Standards for Better Health*; • National Service Framework for Children, Young People and Maternity Services; and • *You're Welcome quality criteria: Making health services young people friendly.*
2. Training for local staff in the delivery of weight management programme	
2.1	The programme and training provider will train the commissioner's specified local delivery partner in how to deliver a weight management programme (as defined in section 1 above) to children/young people/families.
Specific requirements for training in the delivery of the proposed weight management programme	
2.2	The programme and training provider must ensure, and be able to demonstrate, that its staff who are delivering the training have appropriate competency, experience and/or qualifications.
2.3	The programme and training provider must ensure that staff who are delivering training are supported in achieving continuous improvement and have access to continuing professional development.

Requirements	
2.4	The programme and training provider must be able to tailor training to meet the needs of those who are receiving the training – who may include local NHS staff, third sector and/or other organisations as specified by the commissioner.
2.5	The training provided by the programme and training provider should include guidance on how to provide support to children/young people/families over a sustained period. The support may be delivered to children/young people/families in different ways and at different frequencies during this period.
2.6	The programme and training provider must ensure that those who are being trained to deliver the service receive training in the use of appropriate techniques and equipment in order to record data accurately, in line with the National Obesity Observatory's evaluation framework (currently in development – see www.noo.org.uk).
2.7	The programme and training provider must demonstrate how it will use feedback from staff who have completed the training to drive continuous improvement.
2.8	The programme and training provider must have systems in place to monitor and maintain the quality of the service provision.
2.9	The training provided by the programme and training provider should include guidance on how to implement an effective exit strategy (which may vary according to local care pathways). This should cover participants who: • have completed the service; • choose to leave the service before completion; and • for whom the service proves to be inappropriate or insufficient in terms of the support available.
3. Ongoing support to and quality assurance of local staff who have completed the training	
3.1	The programme and training provider will make available ongoing support to and quality assurance of local staff who have completed its training and are delivering the weight management programme to children/young people/families.
Specific requirements for the provision of ongoing support to local staff who have completed the training	
3.2	The programme and training provider must demonstrate how it will make available, as required by the commissioner, follow-up support to local staff who have been trained in the delivery of the weight management programme.

Requirements	
3.3	The programme and training provider must demonstrate how it will provide quality assurance to ensure that those trained in delivery of the weight management programme are equipped with the appropriate skills and knowledge consistent with the role that they will play.
3.4	The programme and training provider must demonstrate how it will provide quality assurance, as required, to ensure that those trained in delivery of the weight management programme are implementing the programme to the standards required.
3.5	The programme and training provider must demonstrate how it will ensure that those who have been trained in delivery of the weight management programme will receive appropriate updates (e.g. based on new evidence or new national guidance) as required.
3.6	The programme and training provider must have systems in place to monitor and maintain the quality of the service provision.
3.7	The programme and training provider must demonstrate how it will use feedback from staff who have completed the training to drive continuous improvement.

Annex B: Evaluation criteria applied in national-level procurement

This annex lists the main areas which providers were assessed against when bidding in the national procurement to be appointed to the framework agreement, under the four overarching strands of service, capacity, commercial and legal issues. This information is provided to help commissioners to:

- understand which questions have already been asked of providers;
- make a judgement about any additional or more probing questions that they may wish to ask providers as part of the mini-competition process; and
- take a view on any issues on which they feel they may require the most up-to-date information.

1. Service

Proposed approach to delivering the service

Bidders are required to describe the weight management programme that they will train local staff to deliver. The programme should adhere to the service specification (see Annex A).

Bidders are required to describe how the proposed weight management programme will comply with relevant points in the 2006 NICE guidance on the prevention, identification, assessment and management of overweight and obesity in adults and children.

Bidders are required to describe how the proposed weight management programme will reinforce key national messages around healthy eating and physical activity and support families in achieving these, including:

- a physical activity recommendation for children of at least 60 minutes/day of at least moderate intensity; and
- FSA Eatwell guidelines.

Bidders are required to describe how the approach to weight management and proposed method of delivery will be appropriate to and differentiate between the targeted age groups within the 2 to 19 age range, with consideration of the level of parental/carer engagement and involvement appropriate to the child's age and individual needs.

Bidders are required to set out the evidence base for the proposed approach to weight management.

Bidders are required to describe how the programme will incorporate an effective exit strategy for children/young people/families, which will be tailored to local care pathways. This should cover participants:

- who have completed the service;
- who choose to leave the service before completion; and
- for whom the service proves to be inappropriate or insufficient in terms of the support available

Bidders are required to describe how they will deliver training adhering to the service requirements outlined in the service specification.

Bidders must set out the evidence base for the proposed approach to training described.

Bidders are required to describe how their training will include guidance on how to provide long-term support to children/young people/families over a period to be specified by the local commissioner.

Bidders should describe how they will make available follow-up support to local staff who have been trained in the delivery of the weight management programme, as required by the commissioner.

Capacity to tailor the service

Bidders are required to describe how they will:

- adapt the weight management programme to meet the requirements of local commissioners (e.g. adapting the length of the programme); and
- adapt the weight management programme to meet the needs and preferences of target groups as specified by the commissioner, which may include:
  - key social marketing 'cluster groups'
  - different ethnic, cultural or faith groups
  - people with physical and/or learning disabilities.

Bidders should describe how they will assess and integrate any relevant local contextual challenges into the design of their bids for specific PCT areas.

Bidders are required to describe how they will tailor training for staff from a variety of organisations (including local NHS staff, third sector and/or other organisations to be

specified by the local commissioner) to deliver the weight management programme to children/young people/ families.

Bidders are required to describe how they will adapt the provision of ongoing support to meet the requirements of local commissioners.

Quality assurance

Bidders are required to describe the quality assurance systems and processes they have in place to cover general business processes (e.g. staff recruitment, information governance, financial controls). This could include (but is not limited to) ISO 9001 or the EFQM Excellence model and should include internal processes external validation.

Bidders are required to set out how they will secure input to the weight management programme from a clinician or healthcare professional with appropriate experience of child or adolescent health and/or obesity, in particular in relation to age specific:

- nutrition and dietary advice;
- appropriate physical activity advice; and
- lifestyle/behaviour modification.

Bidders must demonstrate how they will provide quality assurance to ensure that those trained in the delivery of the weight management programme:

- are equipped with the appropriate skills and knowledge consistent with the role that they will play;
- are trained in the use of appropriate techniques and equipment in order to record data accurately;
- will implement the programme to the standards required; and
- receive appropriate updates based on new evidence or new national guidance as it becomes available.

Bidders should demonstrate how they will:

- ensure that systems are in place to monitor and maintain the quality of the training provision; and
- ensure that systems are in place to monitor and maintain the quality of the ongoing support.

Where sub-contractors are to be used, bidders will need to:

- explain what methods they will use to ensure both the consistency and quality of their outputs;

- describe how they will ensure that subcontracted elements form part of the coherent package; and
- demonstrate clear accountability and offer a single point of contact for the commissioner.

Capacity to deliver continuous improvement of the service

Bidders are required to describe:

- their proposed approach to evaluation of the effectiveness of the weight management programme in enabling overweight and/or obese children and young people to move towards and maintain a healthier weight; and
- how they will use the results of evaluation to drive improvement of the weight management programme

Bidders are required to describe:

- their proposed approach to evaluation of the training programme delivered to local areas; and
- how they will use the results of evaluation to drive improvement of the training programme.

Bidders are required to describe:

- their proposed approach to evaluation of the ongoing support provided to local staff; and
- how they will use the results of evaluation to drive improvement of the ongoing support.

Bidders should demonstrate how they will use feedback from children/young people/families to drive improvement in the overall service.

2. Capacity

Capacity to deliver the service proposed in the specified strategic health authority (SHA) areas

Bidders are required to describe the capacity that they have in place, or will ensure that they have in place, to deliver an approach to weight management that will meet the requirements of local commissioners to cover:

- the SHA areas identified by bidders; and
- the identified age groups specified by bidders.

Bidders are required to describe the capacity that they have in place, or will ensure they have in place, to deliver training to cover:

- the SHA areas identified by bidders, including a potential number of contracts spanning different regions/SHAs; and
- weight management programmes for the identified age groups.

Bidders are required to describe the knowledge and skills that they have in place to deliver the training proposed and to include how they will ensure that staff delivering the training:

- have the appropriate competency, experience and/or qualifications; and
- are supported in achieving continuous improvement and have access to continuing professional development.

Bidders are required to describe the capacity that they have in place to deliver ongoing support to cover:

- the SHA areas identified by bidders, including a potential number of contracts spanning different regions/SHAs; and
- weight management programmes for the identified age groups specified by bidders.

Bidders are required to provide the names and CVs of up to four delivery agents who are likely to be involved in providing training under this framework agreement.

3. Commercial

Insurance

Bidders must confirm that they have the following insurances in place (or that they will increase their existing insurance cover to meet these requirements):

- employer's liability insurance;
- public liability insurance for a minimum level of cover of £500,000 for each and every claim; and
- professional indemnity insurance for a minimum level of cover of £500,000 for each and every claim.

Bidders should provide a one-page chart illustrating the ownership structure of the bidder including relations to parent, other group and holding companies.

Financial information

The bidder and bidder members must supply the following:

- copies of the last three years' audited accounts;
- any published interim accounts (for public limited companies) or management accounts (for non-PLCs) relating to periods after the latest audited accounts; and
- cash flow statements for the last three financial years, prepared in accordance with Financial Reporting Standard 1 (Revised) or equivalent.

Bidders should provide details if, during the period for which turnover details etc. are being supplied, the bidder's financial performance has been affected by circumstances outside its normal trading activities, e.g. company merger, take-over or restructuring.

Governance

The bidder must state whether they, their directors or any person who has powers of representation, decision or control in their organisation (or any relevant organisation of the bidder), has been convicted of any of the following offences:

- conspiracy;
- corruption;
- bribery;
- fraud; and/or
- money-laundering.

The bidder must state whether they (or any relevant organisation of the bidder) has ever failed to fulfil any obligations regarding:

- payment of social security obligations; and/or
- taxes.

Criminal convictions

The bidder must state whether they (or any relevant organisation of the bidder) have been subject to proceedings in relation to or been convicted of:

- bankruptcy;
- winding up;
- affairs being administered by a court;

- arrangements made with creditors;
- suspended business activities;
- a criminal offence relating to the conduct of a business or profession;
- an act of grave misconduct in the course of a business or profession; and/or
- in the past, a serious misrepresentation in providing any information required under this section.

4. Legal

Bidders should confirm their agreement with all of the provisions in the framework agreement.

Annex C: The framework agreement

Annex C provides a summary of the content of the framework agreement, highlights the clauses in the agreement which commissioners may wish to consider amending, and the framework agreement itself (along with a glossary of terms).

All of the providers have signed up to this overarching framework agreement. As part of the contract signed with the Department of Health, providers have also:

- agreed to provide services in line with the overall service specification (Annex A)
- set out their proposed service offer (as outlined in section 2 of this guidance); and
- signed up to a methodology for setting their prices (this information is available from the framework manager).

Summary of the contents of the framework agreement

The framework agreement is divided into Parts A to G.

- Part A sets out the preliminary details of the framework agreement, including the date the agreement will come into effect, the scope of the framework agreement and the service to be delivered under the framework agreement. It is also describes the role of the framework manager. Schedule 1, which is referred to in Part A, provides a glossary of terms used throughout the agreement.
- Part B describes the procedures for commissioners using the framework agreement, including the procedure to be followed when holding a mini-competition and selecting a provider from the framework. This part also includes provisions around variations or innovative solutions which may be proposed by the provider.
- Part C deals with pricing and payment.
- Part D contains provisions relating to service levels and performance monitoring. This part also includes details of the collation of provider performance data and commissioner feedback.

- Part E contains provisions relating to information and data, including the use of intellectual property, data protection, confidentiality and freedom of information.
- Part F sets out the circumstances in which the framework agreement, or a call-off service contract, can be terminated and the consequences arising from termination.
- Part G is entitled 'General'. This part includes the dispute resolution provisions, requirements relating to publicity and marketing, insurance requirements and provider indemnities. Part G also contains all the other so-called 'boilerplate' clauses of the framework agreement, such as the governing law and jurisdiction for the agreement and the priority of documents.

Amendments to the framework agreement

As set out in the guidance, this framework agreement has been signed by the Department of Health and all the providers. The provisions of the framework agreement are the same for all providers and it has been designed to apply to every commissioner wishing to enter into a call-off service contract, thereby minimising the need for any drafting or negotiation at the local level.

It is expected that the provisions of the framework agreement will more than adequately meet the needs of local commissioners. Commissioners should avoid making any changes to the provisions of the framework agreement, which will be incorporated into the call-off service contract. This is because the call-off service contract can become invalid if there are significant departures from the provisions of the overarching framework agreement.

However, there may be some specific cases where the commissioner wishes to alter some provisions in the framework agreement to meet individual local requirements and this has been provided for. The provisions which are most likely to need local tailoring relate to:

- performance monitoring and key performance indicators (KPIs) (clause 12);
- intellectual property (clause 14);
- data protection (clause 15); and
- the transfer of employees (clause 28A).

The sections below provide some more information on each of these areas.

Process for amending provisions in the framework agreement

Commissioners may wish to agree limited amendments to certain provisions in the framework agreement when negotiating a specific call-off service contract. As set out in the guidance, any amendments should be highlighted when inviting providers to respond to the commissioner's invitation to participate in a mini-competition.

Whether or not a commissioner has indicated that amendments are being made to certain provisions in the framework agreement, providers may also seek to propose amendments. They are able to do this, but they must describe the precise nature of the proposed amendments to the commissioner and identify the value for money to be achieved by making those amendments. Commissioners do not have any obligation to accept amendments proposed by any provider, but they should consider any value for money benefits that may result.

Part of the evaluation of a provider's response to an invitation to participate in a mini-competition should always be to consider whether or not the provider has accepted the framework provisions and any amendments set out by the commissioner without amendment or has proposed amendments which are all acceptable to the commissioner as offering better value for money.

In the event that it is decided that any parts of the framework agreement need to be adapted, commissioners are **strongly advised** to seek their own legal advice.

Performance monitoring and KPIs (clause 12)

Clauses 12 and 13 of the framework agreement set out high-level requirements to enable national-level monitoring of providers on the framework. Commissioners may decide to include local-level KPIs. These will need to be written into the call-off service contract and the drafting will need to address the purpose of the KPIs as well as any sanctions to be applied if they are not met satisfactorily. When drafting KPIs, commissioners should seek to ensure that they are specific, measurable, achievable, realistic and set by reference to a time period.

Intellectual property (clause 14)

The licences under clause 14 for use of the intellectual property rights (IPR) in the provider's training materials and ongoing support materials are designed to give commissioners the greatest flexibility and freedom to use the materials supplied by the provider. A similar licence exists in respect of the IPR in programme materials but it is narrower in some respects.

Commissioners may be willing to accept that their ability to use such materials or ongoing support can be more limited, particularly in the following three areas:

Using materials relating to training and ongoing support

The framework agreement states that the commissioner's licence for using materials provided by the provider in relation to training staff and providing ongoing support to those staff is "for any purpose". This enables the commissioner to use those materials entirely outside the scope of the relevant call-off service contract, but with the following restrictions:

- the commissioner is not permitted to use the training or ongoing support materials to deliver the training or ongoing support itself;
- the commissioner must not allow any other provider appointed to the framework access to or use of the training materials or ongoing support materials; and
- the commissioner must not itself exploit the training material or ongoing support materials for its own purposes.

These broad licences apply "unless otherwise agreed in the relevant call-off services contract". In some circumstances, therefore, a commissioner may wish to accept a more restricted licence in order to secure a more competitive price from the provider: e.g. a commissioner may agree that it does not want to use the training materials outside the context of the call-off service contract. In that case, the terms of the licence can be amended accordingly by deleting "for any purpose" and inserting "for the purpose of receiving the training".

Using programme materials

The licence for use of IPR in materials provided by the provider to enable local staff to deliver the weight management programme to children and families is limited to use "for the purpose of the relevant commissioner delivering the provider's programme to children and families". In circumstances where a more competitive price can be secured by restricting the licence to a pre-agreed number of children, the commissioner may agree to such a restriction in order to achieve better value for money. Such an arrangement would be appropriate only where there was a reasonable degree of certainty around the number of children likely to attend the programme.

Photocopying and reproducing programme materials

Where commissioners are able to predict the number of children who will to attend a programme, those commissioners may also be willing to accept a restriction against photocopying or reproducing the programme materials for use with other children.

Any providers who have priced their services on a 'per head' basis may offer a better price if this restriction is agreed.

Data protection (clause 15)

Where providers require information from commissioners regarding any of the children at whom the programmes are aimed or who may be expected to attend any programme, commissioners may wish to review and amend the provisions of clause 15 which at present are drafted on the basis that commissioners are not obliged to provide such data to providers. Any such changes should be agreed with the provider as part of a mini-competition.

Transfer of employees (clause 28A)

Clause 28A of the framework agreement does no more than require all parties to comply with the terms of the Transfer Regulations in regard to any transfer of employees that arises in respect of a call-off service contract. However, where it is clear that a TUPE transfer of employees is likely to take place, whether between a provider and a commissioner or between one provider and another, then it may be necessary to include more detailed requirements, such as indemnity provisions that give protection to the existing and new employers of the staff which transfer. This issue is most likely to arise where an existing or established provider is being replaced by another. If any such amendments are likely to be needed, commissioners are **strongly advised** to seek legal advice.

All amendments considered to be necessary or appropriate within a call-off service contract should be set out in precise detail in the call-off service contract and those terms should be provided to the provider as part of the invitation to participate in a mini-competition.

FRAMEWORK AGREEMENT IN RESPECT OF A
CHILD WEIGHT MANAGEMENT PROGRAMME
AND TRAINING PROVIDERS FRAMEWORK

CONTENTS

FRAMEWORK AGREEMENT

DATE 2009

PARTIES

(1) THE SECRETARY OF STATE FOR HEALTH of Richmond House, 79 Whitehall, London SW1A 2NS (the "**Authority**"); and

(2) [PROVIDER NAME] of [PROVIDER ADDRESS] (the **"Provider"**).

RECITALS

(A) On 12 August 2008, the Authority, acting for and on behalf of the Commissioners, dispatched a notice to the Official Journal of the European Union requesting expressions of interest in a framework for the provision of child weight management programmes and training (the "**Framework**").

(B) Following a competitive tender process carried out in accordance with European Union procurement law as implemented in the United Kingdom, the Authority issued an invitation to tender, to which the Provider responded on 23 February 2009.

(C) The Authority, acting for and on behalf of the Commissioners, selected the Provider (amongst others) to be appointed to the Framework and the Provider has agreed to provide the Service if and when required by a Commissioner on the terms and conditions of this Framework Agreement.

(D) This Framework Agreement provides that the Commissioners may require the Service under the Framework from a Provider by placing a Service Order and entering into a Call-Off Service Contract in the terms set out in this Framework Agreement.

IT IS AGREED AS FOLLOWS:

PART A: PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

1.1 Schedule 1 (Definitions and Interpretation) shall apply regarding the interpretation of this Framework Agreement and the use of defined terms and phrases.

2. COMMENCEMENT AND DURATION

2.1 This Framework Agreement shall begin on the Start Date and shall continue for the Term.

2.2 The Initial Term may be extended for one period of up to twelve (12) months by the Authority giving written notice to the Provider not less than three (3) months before the end of the Initial Term.

3. NO EXCLUSIVITY OR ENTITLEMENT

3.1 The Provider shall not be entitled to any sole or exclusive rights in relation to the provision of any of the Service to any Commissioner.

3.2 Nothing in this Framework Agreement gives the Provider the right to receive any Service Orders from any Commissioner.

4. PROVIDER WARRANTIES

4.1 The Provider warrants that:

4.1.1 the Provider's signing of this Framework Agreement shall not constitute a failure to comply with any Law, or of any judgment, order or decree of any court or governmental agency to which the Provider is a party or by which the Provider is bound;

4.1.2 the Provider has the requisite power, capacity and authority to enter into this Framework Agreement and to deliver the Service in the Provider Regions;

4.1.3 there is no proceeding pending or, to the knowledge of the Provider, threatened which challenges or may have a material adverse effect on this Framework Agreement or on the ability of the Provider to carry out its obligations under this Framework Agreement;

4.1.4 the Provider is not insolvent or unable to pay its debts as they fall due, no order has been made or petition presented or resolution passed for its or their winding up or administration, and no receiver, administrative receiver or manager has been appointed by any person of its or their business or assets or any part thereof, nor has any equivalent event taken place;

4.1.5 the Provider has no commitments to third parties that conflict with the Provider's obligations under this Framework Agreement or might adversely affect the delivery of the Service to a Commissioner;

4.1.6 the Provider has not violated any applicable Laws regarding the offering of inducements in connection with this Framework Agreement;

4.1.7 the Provider's Prices were independently established by the Provider and without collusion with any third party or any employee, adviser or representative of the Authority, any Strategic Health Authority or any Commissioner;

4.1.8 all statements and representations in pre-contractual proposals and in the Provider's responses to the PQQ, the ITPD and the ITT were true, complete and accurate at the time that they were made or given (and the Provider shall be under an obligation to advise the Authority of any fact, matter or circumstance of which it has become aware since making such proposals or responses which would render any such statement or representation false or misleading);

4.1.9 all information provided by or on behalf of the Provider to the Authority and/or any Commissioner during the term of this Framework Agreement or any Call-Off Service

Contract (as the case may be) shall (as at the date provided) be true, accurate and complete and the Provider shall be under an obligation (to the extent that any such information has not already been expressly superseded by subsequent written communication) to advise the Authority and/or the relevant Commissioner of any fact, matter or circumstance of which it has become aware since providing such information which would render it false or misleading; and

4.1.10 the Provider has not committed any offence under any Laws relating to money laundering (including those set out in Part 7 of the Proceeds of Crime Act 2002).

4.2 Each of the warranties in clause 4.1 is to be construed as a separate warranty on behalf of the Provider and shall not be limited or restricted by reference to, or inference from, the terms of any other warranty or representation or any other terms or conditions of this Framework Agreement or any Call-Off Service Contract.

5. SCOPE OF THIS FRAMEWORK AGREEMENT

5.1 The objectives of the Framework are to:

5.1.1 support the implementation of the Government's 'Healthy Weight, Healthy Lives' strategy;

5.1.2 support local healthy weight strategies; and

5.1.3 help achieve the overall ambition of enabling people (in particular children and young people) to achieve and maintain a healthy weight.

5.2 The scope of the Service to which the provisions of this Framework Agreement are applicable is set out in Schedule 2 (Service Specification).

5.3 The Provider has been appointed to the Framework to deliver the Service in each and any of the Provider Regions and in respect of the Provider Age Groups.

5.4 The Provider may request (in writing to the Authority) to be appointed to deliver the Service in one or more additional SHA Region(s) and/or in respect of one or more additional Age Group(s) and the Authority shall consider any such request in good faith (and in doing so, the Authority may take account of any available Provider Performance Data). The criteria for being appointed to a particular SHA Region and/or Age Group are the same for all SHA Regions and Age Groups (as appropriate) and therefore, provided that the Authority is reasonably satisfied that the Provider can meet those criteria in respect of the additional SHA Region(s) and/or Age Group(s) requested by the Provider pursuant to this clause 5.4, the Authority shall be entitled to approve the Provider's request.

5.5 Where the Provider is appointed to deliver the Service in a new SHA Region, the new SHA Region shall be a Provider Region with effect from the date of the Authority's decision pursuant to clause 5.4 and the Provider Information shall be amended accordingly.

5.6 Where the Provider is appointed to deliver the Service in respect of a new Age Group, the new Age Group shall be a Provider Age Group with effect from the date of the Authority's decision pursuant to clause 5.4 and the Provider Information shall be amended accordingly.

5A. FRAMEWORK MANAGER

5A.1 The Authority may (in its absolute discretion) nominate a Framework Manager to carry out any of its rights or obligations expressly allocated under this Framework Agreement and any of the Authority's other rights or obligations under this Framework Agreement.

5A.2 Where expressly required by the Authority or the Framework Agreement, the Provider shall deal with the Framework Manager for the purposes of this Framework Agreement (or the relevant part of it) as though the Framework Manager was the Authority.

5A.3 If, for whatever reason, the Authority does not appoint a Framework Manager, or the appointment of a Framework Manager is terminated and not replaced, then the Provider shall deal with the Authority for the purposes of this Framework Agreement and, for the avoidance of doubt, where this clause 5A.3 applies, all references in this Framework Agreement to the Framework Manager shall be construed as references to the Authority.

6. THE SERVICE

6.1 This Framework Agreement sets out the procedure and terms upon which a Commissioner may appoint the Provider to deliver the Service or any part of them.

6.2 The Provider shall provide the Service as and when required to do so by a Call-Off Service Contract and in accordance with both this Framework Agreement and the Call-Off Service Contract.

6.3 A Call-Off Service Contract shall be formed between the Provider and a Commissioner when a Service Order is signed by both parties in accordance with clause 8. Each Call-Off Service Contract shall comprise the signed Service Order and its appendices and shall incorporate the Framework Provisions.

6.4 The Call-Off Service Contract shall continue for the Service Period set out in the relevant Service Order (unless terminated earlier in accordance with its terms).

PART B: USE OF THE FRAMEWORK

7. MINI-COMPETITION

7.1 Where a Commissioner considers that it has a need for the Service to be delivered to it, the Commissioner shall identify those Panel Members which are capable of providing the Required Service and invite them to respond to a written Invitation to Participate in a Mini-Competition within the timescales defined by the Commissioner therein.

7.2 The Invitation to Participate in a Mini-Competition shall include:

7.2.1 instructions for Panel Members' responses including timescales for response and the Commissioner's anticipated start date for the Call-Off Service Contract;

7.2.2 the evaluation criteria to be applied by the Commissioner and the applicable weightings which shall be allocated to each criteria;

7.2.3 a Specification of Required Services as set out in clause 7.3;

7.2.4 any proposed amendments to the Framework Provisions; and

7.2.5 a pro-forma fee proposal document to be completed by the Provider on the basis of the Provider's Prices.

7.3 The Specification of Required Services shall set out as a minimum the scope of the Required Service to be delivered under the Service Order, including timescales for delivery.

7.4 Upon receipt of an Invitation to Participate in a Mini-Competition, the Provider shall as soon as possible confirm to the Commissioner in writing that:

7.4.1 it intends to participate in the Mini-Competition and submit a Submission; or

7.4.2 it does not wish to participate in the Mini-Competition.

7.4.3 Where the Provider indicates to the Commissioner that it does not wish to participate in the Mini-Competition, it shall set out in its written response its reasons for the same.

7.5 **Responses to an Invitation to Participate in a Mini-Competition**

7.5.1 Where the Provider has indicated to the Commissioner that it intends to participate in the Mini-Competition, it shall do so in the timescales indicated in the Invitation to Participate in a Mini-Competition and in accordance with this clause 7.5.

7.5.2 Unless indicated otherwise by the Commissioner in the Invitation to Participate in the Mini-Competition, the Provider shall include within its Submission as a minimum the following information and documentation:

(a) the Provider's confirmation that it is able to provide the Required Service; and

(b) the Provider's proposals for delivering the Required Service ("the **Provider's Solution**"), including methodology and adherence to timescales and specifying the Provider's nominated personnel for delivering the Required Services;

(c) a completed fee proposal as required by the Commissioner (and where the Provider is proposing fee proposals which constitute a variation to the Provider's Prices, the benefits to the Commissioner in considering such variation must be clearly set out in such proposal);

(d) any assumptions that the Provider has made in respect of the Required Service;

(e) the Provider's confirmation of acceptance of the Framework Provisions and/or any amendments to the Framework Provisions proposed by the Commissioner in the Invitation to Participate in a Mini-Competition;

(f) the identity of any sub-contractors which the Provider proposes to use to deliver the Required Service and which have not received the consent of the Authority pursuant to clause 25.1 of this Framework Agreement; and

(g) whether or not there is any conflict of interest or potential conflict of interest between the Provider and its ability to deliver the Required Service, as required by clause 26.

7.5.3 As part of a Mini-Competition process, the Provider may be required to give presentations and/or to permit the Commissioner to interview personnel.

7.5.4 The Provider shall be responsible for all of its own costs associated with a Mini-Competition process including (but not limited to) the cost of preparing a Submission.

8. SERVICE ORDER PROCEDURE

8.1 The Commissioner shall issue a draft Service Order (in the form set out in Schedule 3 (Model Form of Service Order and Call-Off Services Contract)) to the Panel Member selected following a Mini-Competition as soon as possible following such selection and at the same time shall give written notice to all other Panel Members who were invited to respond, of their failure to be selected.

8.2 The draft Service Order shall be completed by the Commissioner so far as possible on the basis of:

8.2.1 the Provider Information; and/or

8.2.2 the Provider's Submission in response to the Invitation to Participate in a Mini-Competition.

8.3 Subject to clause 9, the Commissioner and the Provider shall co-operate in good faith and use all reasonable endeavours to agree and finalise the outstanding schedules to the draft Service Order and to complete the Service Order as soon as reasonably practicable thereafter.

8.3.1 As soon as the parties thereto have agreed and finalised the Service Order, the Provider shall sign the Service Order and return the Service Order to the relevant Commissioner who shall countersign the Service Order.

8.4 Notwithstanding any failure by the Provider to sign the Service Order or any delay in so doing, in the event that the Provider commences the provision or delivery of the Required Service prior to the Provider signing the Service Order, the Framework Provisions shall apply to all and any services so provided or delivered.

9. VARIATIONS

9.1 Following notification of selection of the Provider by a Commissioner, the Provider shall only be entitled to propose (and a Commissioner shall only consider) a variation to the draft Service Order, the Specification of Required Service or (where relevant) the Provider's Solution where the Provider can demonstrate that failure to implement such variation would result in a disproportionate effect upon any Panel Member's ability to deliver the Required Service.

9.2 In the event that the Provider proposes a variation under clause 9.1 which the Commissioner (in its absolute discretion) determines is a material variation which could prejudice the probity and equality of treatment of all Panel Members were it to accept it, then the Commissioner reserves the right to withdraw its notification of selection of the Provider and to:

9.2.1 select the Panel Member who scored the second highest score on the application of the evaluation criteria; or

9.2.2 cancel the Mini-Competition; or

9.2.3 re-start the Mini-Competition excluding the Provider.

9A. INNOVATIVE SOLUTIONS

9A.1 The Authority and each Commissioner wish to encourage the Provider to be innovative when designing its proposals for delivering the Required Service in response to a Invitation to Participate in a Mini-Competition.

9A.2 The Authority acknowledges that the Provider will need to tailor its Service Proposal to meet the specific, local requirements of each Commissioner.

9A.3 Notwithstanding clause 9A.2, where the Provider's Solution constitutes a material or significant variation to the Provider's original Service Proposal (an **"Alternative Service Proposal"**) the Provider must set out in its Submission:

9A.3.1 the reasons why the Alternative Service Proposal is necessary for delivering the Required Service; and/or

9A.3.2 the reasons why the Alternative Service Proposal is better than the original Service Proposal at delivering the Required Service.

9A.4 The Provider shall be capable of submitting its original Service Proposal in response to any Invitation to Participate in a Mini-Competition which it may receive during the Term.

PART C: PRICING AND PAYMENT

10. ENTITLEMENT TO CHARGES

10.1 The Provider's Pricing Proposal constitutes a pricing methodology which must be followed by the Provider when calculating its pricing proposal to be submitted in response to an Invitation to Participate in a Mini-Competition and contains the Provider's Prices for the scenario described in the Summary Table.

10.2 The Provider’s pricing proposals in response to an Invitation to Participate in a Mini-Competition shall be calculated (regardless of the total price submitted) as follows:

10.2.1 where the Provider's Solution constitutes the scenario described in the Summary Table, using prices no higher than the prices set out in the Summary Table;

10.2.2 where the Provider's Solution does not constitute the scenario described in the Summary Table, using prices which are calculated using a consistent pricing methodology to that used to calculate the Provider's Prices.

10.3 With a view to ensuring value for money for the Commissioners, the Provider is encouraged, and/or in response to any Invitation to Participate in a Mini-Competition, to decrease the Provider's Prices for the purpose of that Call-Off Service Contract only or offer alternative pricing proposals to the Commissioner such as outcome based pricing, blended rates etc provided that the Provider can demonstrate that the Commissioner would be in no worse position in accepting the alternative fee proposal than had it evaluated the Provider on the Provider's Prices.

10.4 The Provider shall be entitled to be paid the Service Charges by the relevant Commissioner in accordance with a Call-Off Service Contract. No other charges or amounts shall be paid

by the Authority for the performance of the Provider's obligations under this Framework Agreement.

10.5 Consideration for the Provider entering into the obligations set out within this Framework Agreement is the opportunity to be selected to enter into Call-Off Service Contracts with Commissioners.

PART D: SERVICE LEVELS AND PERFORMANCE MONITORING

11. QUALITY ASSURANCE AND STANDARDS

11.1 The Provider shall be solely and entirely responsible for delivering the Service and all Required Service (or procuring that the Service and all Required Service are delivered):

11.1.1 in accordance with Good Industry Practice;

11.1.2 with the highest level of skill, care and diligence;

11.1.3 in a good and professional manner;

11.1.4 in accordance with all applicable Law and guidance; and

11.1.5 in accordance with this Framework Agreement and the relevant Call-Off Service Contract.

11.2 The Provider shall procure that all Provider Employees are suitably experienced and qualified to deliver the Service.

11.3 The Provider shall procure that all aspects of the delivery of the Service and Required Service are the subject of quality management systems.

11.4 The Provider shall procure continuous improvement in its delivery of the Service and Required Service.

12. COLLATION OF PROVIDER PERFORMANCE DATA AND COMMISSIONER FEEDBACK

12.1 Prior to completion of each Call-Off Service Contract, the Provider shall ask each User to complete a User Satisfaction Survey.

12.2 Within five Business Days of completion of each Call-Off Service Contract, or when requested to do so by the Framework Manager, the Provider shall deliver to the Framework Manager (with a copy to the relevant Commissioner):

12.2.1 the completed User Satisfaction Surveys; and

12.2.2 a summary of attendance at training sessions by Users; and

12.2.3 details of the Service delivered under the Call-Off Service Contract, by reference to the relevant Specification of Required Service.

12.3 The Framework Manager shall collate all Call-Off Performance Data relating to the Provider.

12.4 At any time during, or following the completion of, a Call-Off Service Contract, the relevant Commissioner may send to the Framework Manager its Commissioner Feedback.

13. REVIEW OF PROVIDER PERFORMANCE DATA AND COMMISSIONER FEEDBACK

13.1 The Framework Manager will review (from time to time) the Provider Performance Data and the Commissioner Feedback received in relation to the Provider (if any).

13.2 Where either the Provider Performance Data and/or any Commissioner Feedback indicates unsatisfactory performance of the Service by the Provider which, in the reasonable opinion of the Framework Manager, constitutes a Material Default of this Framework Agreement or any Call-Off Service Contract, the Framework Manager may:

13.2.1 where it has not already been received, seek Commissioner Feedback on the Provider's performance; and

13.2.2 call a meeting with the Provider to discuss its performance (a **"Review Meeting"**).

13.3 The Provider shall use its best endeavours to ensure that an appropriate and senior representative of the Provider's organisation attends a Review Meeting.

13.4 Prior to a Review Meeting, the Provider shall be required to submit to the Framework Manager for approval a plan for improving its performance of the Service (which includes a timetable for doing so) (a **"Rectification Plan"**), which shall then be discussed and reviewed at the Review Meeting.

13.5 The Provider shall implement the Rectification Plan (taking into account any comments or amendments to the Rectification Plan required by the Framework Manager, acting reasonably) in accordance with the terms and the timescales set out therein.

13.6 Where:

13.6.1 the Provider does not present to the Framework Manager a Rectification Plan; or

13.6.2 the Provider fails to comply with clause 13.5,

the Framework Manager shall be entitled (at its complete discretion) to recommend to the Authority that the Provider is removed from the Framework.

PART E: INFORMATION AND DATA

14. INTELLECTUAL PROPERTY

14.1 **Authority IPR**

All Authority IPR which is made available to the Provider and which comes into existence either prior to the commencement of the Framework Agreement or by reference to another project outside the scope of the Framework Agreement, or which is newly created by the Authority for the purposes of the Framework Agreement, remains vested in the Authority. So far as it is authorised to do so, the Authority grants a non-exclusive, royalty-free licence to the Provider to use any of the Authority IPR for the purpose of performing the Service.

14.2 **Commissioner IPR**

All Commissioner IPR which is made available to the Provider and which either comes into existence prior to the commencement of the Call-Off Service Contract or by reference to

another project outside the scope of the Call-Off Service Contract, or which is newly created by the Commissioner for the purposes of the Call-Off Service Contract, remains vested in the Commissioner. So far as it is authorised to do so, the Commissioner grants a non-exclusive, royalty-free, licence to the Provider to use any of the Commissioner IPR for the purpose of performing the Required Service.

14.3 **Training Materials IPR**

14.3.1 All Training Materials IPR, which comes into existence either prior to the commencement of the Call-Off Service Contract or by reference to another project outside the scope of the Call-Off Service Contract, or which is newly created by the Provider for the purposes of the Call-Off Service Contract, shall remain vested in the Provider. The Provider grants a royalty-free, non-exclusive, irrevocable licence (including the right to grant sub-licences) to the relevant Commissioner to use the Training Materials IPR for any purpose (unless otherwise agreed in the relevant Call-Off Service Contract).

14.3.2 Neither the licence granted under clause 14.3.1, nor the provisions of clause 16.3 of this Framework Agreement shall permit the Commissioner (or any person to whom the Commissioner grants a sub-licence in accordance with this clause 14.3) to:

(a) use the Training Materials or the Training Materials IPR to deliver the Provider's Training itself;

(b) allow any other Panel Member access to, or use of, the Training Materials or the Training Materials IPR; or

(c) commercially exploit the Training Materials or the Training Materials IPR.

14.3.3 The Provider shall not be liable for the Commissioner's use of the Training Materials or the Training Materials IPR (or the use by any other party under a sub-licence from the relevant Commissioner) where such use constitutes a breach of clause 14.3.2.

14.4 **Programme Materials IPR**

14.4.1 All Programme Materials IPR, which comes into existence either prior to the commencement of the Call-Off Service Contract or by reference to another project outside the scope of the Call-Off Service Contract, or which is newly created by the Provider for the purposes of the Call-Off Service Contract, shall remain vested in the Provider. The Provider grants a royalty-free, non-exclusive, irrevocable licence (including the right to grant sub-licences) to each Commissioner to use the Programme Materials IPR for the purpose of the relevant Commissioner delivering the Provider's Programme to children and families (unless otherwise agreed in the relevant Call-Off Service Contract).

14.4.2 The Commissioner shall not (and shall procure that any person to whom it has granted a sub-licence shall not) use the Programme Materials IPR for any purpose other than the delivery of the Programme to children and families.

14.4.3 Subject to clause 14.4.4, the Commissioner shall (unless otherwise agreed in the relevant Call-Off Service Contract) seek the approval of the Provider (not to be unreasonably withheld or delayed) to:

(a) provide children/families with copies or reproductions of the Programme Materials; and/or

(b) materially change or alter the delivery of the Programme from that intended by the Provider.

14.4.4 Where the Commissioner does not secure the approval of the Provider pursuant to clause 14.4.3, the Provider shall not be liable for the Commissioner's use (and or the use of any party under a sub-licence from the relevant Commissioner) of the Programme Materials IPR in the ways described in clauses 14.4.3(a) and 14.4.3(b).

14.5 **Ongoing Support Materials IPR**

14.5.1 All Ongoing Support Materials IPR, which comes into existence either prior to the commencement of the Call-Off Service Contract or by reference to another project outside the scope of the Call-Off Service Contract, or which is newly created by the Provider for the purposes of the Call-Off Service Contract, shall remain vested in the Provider. The Provider grants a royalty-free, non-exclusive, irrevocable licence (including the right to grant sub-licences) to each Commissioner to use the Ongoing Support Materials IPR for any purpose (unless otherwise agreed in the relevant Call-Off Service Contract).

14.5.2 Neither the licence granted under clause 14.5.1, nor the provisions of clause 16.3 of this Framework Agreement, shall permit the Commissioner (or any person to whom the Commissioner grants a sub-licence in accordance with this clause 14.5) to:

(a) use the Ongoing Support Materials or the Ongoing Support Materials IPR to deliver the Provider's Ongoing Support itself;

(b) allow any other Panel Member access to, or use of, the Ongoing Support Materials or the Ongoing Support Materials IPR; or

(c) commercially exploit the Ongoing Support Materials or the Ongoing Support Materials IPR.

14.5.3 The Provider shall not be liable for the Commissioner's use of the Ongoing Support Materials or the Ongoing Support Materials IPR (or the use by any other party under a sub-licence from the relevant Commissioner) where such use constitutes a breach of clause 14.5.2.

14.6 **Third party Intellectual Property**

14.6.1 The Provider warrants that it is not aware of any reason why it might not be entitled to license the Training Materials IPR, the Programme Materials IPR, or the Ongoing Support Materials IPR and why the use of the Training Materials IPR, the Programme Materials IPR and/or the Ongoing Support Materials IPR by the Commissioner in accordance with the terms of this Framework Agreement would constitute an infringement of any third party's Intellectual Property.

14.6.2 The Provider shall indemnify the relevant Commissioner under a Call-Off Service Contract against all claims, demands, actions, costs and expenses, losses, damages and fines arising from or incurred by any claim or action from a third party that the relevant Commissioner's use of the Training Materials IPR and/or the Programme Materials IPR and/or the Ongoing Support Material IPR constitutes an infringement of that third party's Intellectual Property. The Commissioner shall promptly notify the Provider of any claim, demand, action, costs and expenses, losses, damages and/or fines to which this **clause** 14.6.2 applies.

14.7 **Use of the Provider's Intellectual Property**

14.7.1 The Authority and each Commissioner shall not (and, in the case of the Commissioner, shall procure that each User shall not) do anything that may adversely affect the integrity

of the Training Materials IPR and/or the Programme Materials IPR and/or the Ongoing Support Materials IPR or the Provider's right or title to any of them.

14.7.2 The Provider shall not be liable for the Commissioner's use of the Training Materials IPR and/or the Programme Materials IPR and/or the Ongoing Support Materials IPR (or the use by any other party under a sub-licence from the relevant Commissioner) where such use constitutes a breach of clause 14.7.1.

14.7.3 The Authority and each Commissioner shall promptly notify the Provider of any possible infringement of the Training Materials IPR and/or the Programme Materials IPR and/or the Ongoing Support Materials IPR of which the Authority or the Commissioner (as the case may be) becomes aware.

14.8 **NHS/Commissioner branding**

14.8.1 Where the Commissioner and Provider have agreed in the Relevant Call-Off Service Contract, the Provider shall tailor the Training Materials and/or Programme Materials and/or Ongoing Support Materials to include any trade mark, brand or logo designated by the Authority and/or that Commissioner. The liability for costs incurred by the Provider in complying with this clause 14.8.1 and the relevant provisions of the Call-Off Service Contract shall be determined by the relevant Commissioner and the Provider and set out in the relevant Call-Off Service Contract.

14.8.2 Where pursuant to clause 14.8.1, the Provider tailors its Training Materials and/or Programme Materials and/or Ongoing Support Materials, it shall comply with the NHS Brand Guidelines.

14.8.3 The Provider agrees that (subject to clauses 14.7.1, 14.8.4 and 14.8.5) the relevant Commissioner may tailor the Training Materials and/or Programme Materials and/or Ongoing Support Materials to include any trade mark, brand or logo designated by the Authority and/or that Commissioner.

14.8.4 Prior to exercising its right pursuant to clause 14.8.3, the Commissioner shall provide a copy of the amendments it has made to the Programme Materials and/or Training Materials and/or Ongoing Support Materials (as the case may be) to the Provider.

14.8.5 Where a Commissioner exercises its right pursuant to clause 14.8.3, the Commissioner shall ensure that the relevant Training Materials, Programme Materials and/or Ongoing Support Materials (as the case may be) which have been tailored, clearly acknowledge the Provider's ownership of the Training Materials IPR, Programme Materials IPR and /or Ongoing Support Materials IPR (as appropriate).

15. DATA PROTECTION

15.1 The Parties agree and acknowledge that:

15.1.1 the Authority shall be the Data Controller in respect of Personal Data acquired by or otherwise made available to the Provider or any Provider Subcontractor pursuant to this Framework Agreement; and

15.1.2 the relevant Commissioner shall be the Data Controller in respect of Personal Data acquired by or otherwise made available to the Provider or any Provider Subcontractor pursuant to a Call-Off Service Contract;

15.1.3 the Provider shall be the Data Processor in respect of Personal Data acquired by or otherwise made available to the Provider or any Provider Subcontractor pursuant to this Framework Agreement or any Call-Off Service Contract.

15.2 The Provider shall take all measures as are necessary to ensure that in performing its obligations under the Framework Agreement and Call-off Service Contracts that it does not itself commit any breach of the DPA or the Computer Misuse Act 1990 nor cause any breach on the part of the Data Controller and in particular:

15.2.1 the Provider shall take all appropriate technical and organisational measures against unauthorised or unlawful processing of Transferred Personal Data and against accidental loss or destruction of, or damage to, Transferred Personal Data as would be necessary to comply with the obligations of the seventh data protection principle if it were the Data Controller and taking into account:

(a) the state of technological development from time to time;

(b) the cost of implementing measures;

(c) the harm that might result; and

(d) the nature of the data in question.

15.2.2 in Processing any Transferred Personal Data it shall act on behalf of, and only on the instructions of, the Data Controller (whether in the form of specific instructions from time to time or as set out in the Framework Agreement or Call-off Service Contract (as applicable)) and shall at all times comply with the Data Controller's policies relating to the Transferred Personal Data;

15.2.3 the Provider shall Process the Transferred Personal Data solely for the purpose of performing its obligations under the Framework Agreement or Call-off Service Contract (as applicable);

15.2.4 the Provider shall appoint a data protection officer who shall be responsible for all matters relating to the Transferred Personal Data; and

15.2.5 the Provider shall not transfer any of Transferred Personal Data to a country which would put the Data Controller in breach of clause 15.1.

15.3 Without prejudice to the generality of clause 15.2.1, the technical and organisational measures to be taken by the Provider against unauthorised or unlawful processing of Transferred Personal Data and against accidental loss or destruction of, or damage to, Transferred Personal Data shall include the following:

15.3.1 the Provider shall have in place and comply with security policies and standards which comply with the following: Good Industry Practice; the IA Framework Document published by the Cabinet Office, the security policies and standards of the Data Controller; and ISO/IEC 27001 and ISO/IEC 27002 (or equivalent);

15.3.2 Transferred Personal Data being held where access is limited to authorised staff only;

15.3.3 all IT systems on which Transferred Personal Data is held being backed up regularly so as to ensure recovery in the event of media or system failure;

15.3.4 all work stations with electronic access to Transferred Personal Data being password protected and having password protected workstation locking after a pre-determined idle interval;

15.3.5 all raw data files containing Transferred Personal Data being transported via the internet, CD/DVD or stored on laptops or other portable devices or storage media to be zipped and protected by encryption software, with special delivery postal service used as the standard form of carriage for media containing Transferred Personal Data;

15.3.6 Transferred Personal Data, when it is no longer required and, in any event, on termination or expiry of the Framework Agreement or Call-off Service Contract (as applicable), being deleted and purged from the Provider's or any Provider Subcontractor's IT systems and all hard copies being securely disposed of, either by shredding or by some other appropriate method of destruction or in the manner required by the Data Controller;

15.3.7 Transferred Personal Data supplied on physical media including paper copies being returned to the Data Controller when it is no longer required and, in any event, on termination or expiry of the Framework Agreement or Call-off Service Contract (as applicable) and without avoidable delay;

15.3.8 all Provider Personnel attending suitable training on data protection issues, being given instructions on handling of Transferred Personal Data and being supervised in respect of the Processing of Transferred Personal Data they carry out.

15.4 The Provider shall promptly provide the Data Controller with such access as the Data Controller may require to the Transferred Personal Data.

15.5 The Provider shall allow the Data Controller (either itself or through its duly appointed agent approved by the Provider, such approval not to be unreasonably withheld or delayed), on reasonable prior notice to audit the Provider's compliance with its obligations under this clause 15.

15.6 The Provider shall co-operate with the Data Controller and take such action as the Data Controller reasonably requires to enable the Data Controller to comply with its obligations under the DPA and the Provider shall notify the Data Controller whenever:

15.6.1 it believes there may have been any breach of security in relation to Transferred Personal Data; and/or

15.6.2 it receives any subject access request in relation to Transferred Personal Data.

16. CONFIDENTIALITY

16.1 The Provider shall (and shall procure that its respective directors, officers, employees, servants, agents, and all the Provider Subcontractors and all the Provider Personnel shall) keep confidential and not disclose to any person any of the terms and conditions of this Framework Agreement, any Authority Confidential Information or any Commissioner Confidential Information.

16.2 The Authority and each Commissioner shall (and shall procure that its respective officers, employees, servants and agents shall) keep confidential and do not disclose to any person any of the terms and conditions of this Framework Agreement, any Call-Off Service Contract or any Provider Confidential Information.

16.3 Subject to the obligations in clauses 16.1 and 16.2, a party is only entitled to disclose the whole or any part of the other's Confidential Information:

16.3.1 to its directors, officers, employees, servants, subcontractors, agents or professional advisers to the extent necessary to enable the performance or enforcement of its rights or obligations under this Framework Agreement or a Call-Off Service Contract (as the case may be);

16.3.2 when (and to the extent) required to do so by Law or pursuant to the rules or any order having the force of Law of any court, association or agency of competent jurisdiction or any governmental agency;

16.3.3 in the case of disclosure by the Provider:

(a) to the Provider's insurers to the extent necessary to enable the Provider to meet its obligations to such insurers; and

(b) to any bank or financial institution from whom it is seeking or obtaining finance (upon first obtaining from such bank or institution a written undertaking of confidentiality in relation to the Authority Confidential Information in question, in the same terms as are contained in this Framework Agreement or, in the case of Commissioner Confidential Information, in the same terms as are contained in the relevant Call-Off Service Contract);

16.3.4 to the extent that the Confidential Information has, except as a result of breach of obligations of confidentiality, become publicly available or generally known to the public at the time of such disclosure (provided that no Confidential Information shall be deemed to be so publicly available or generally known only because such information is within or part of more general information, or (in the case of a complex body of such information) because one or more elements of it separately comprise publicly available information or information generally known to the public);

16.3.5 to the extent that the Confidential Information is already lawfully in its possession or lawfully known to it prior to its receipt of such Confidential Information from the other party;

16.3.6 to the extent that the disclosing party has acquired the Confidential Information from another person who is not in breach of any obligation as to confidentiality to the other party; and

16.3.7 in the case of disclosure by the Authority or a Commissioner:

(a) in relation to the outcome of a procurement as may be required to be published in the Official Journal of the European Union or elsewhere;

(b) to any department, office or agency of the Government (including the Audit Commission) or other entity where required for its proper departmental, parliamentary, governmental, statutory or judicial purposes;

(c) to any consultant, contractor or other person engaged by the Authority or a Commissioner in connection with the provision of the Service, a Mini-Competition, or the performance of the Provider's obligations under this Framework Agreement or a Call-Off Service Contract, to the extent reasonably necessary to enable that consultant, contractor or other person to carry out their engagement with the Authority;

(d) to a proposed transferee, assignee or novatee of, or successor in title to, the Authority or the relevant Commissioner;

(e) to the extent the Authority or a Commissioner as appropriate (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(f) to the extent the Authority or a Commissioner as appropriate (acting reasonably) deems disclosure necessary or appropriate in order to comply with its obligations and responsibilities under the FOIA; and

(g) as otherwise permitted by this Framework Agreement or the relevant Call-Off Service Contract.

16.4 Notwithstanding clause 16.3, the Provider shall give the Authority and/or the Commissioner as appropriate prompt advance notice of any disclosure of Authority Confidential Information and/or Commissioner Confidential Information (as appropriate) and shall consult and give the Authority and/or the Commissioner as appropriate reasonable opportunity to comment on the nature and extent of disclosure, and shall take account of any reasonable comment made by the Authority and/or the Commissioner as appropriate. Except as permitted under clause 16.3.3, the Authority and/or the Commissioner as appropriate shall have the right to prohibit disclosure of the Authority Confidential Information and/or Commissioner Confidential Information to any person and the Provider shall not make such disclosure to any such person so prohibited by the Authority and/or the Commissioner as appropriate.

16.5 The Provider shall (and shall ensure that all Provider Subcontractors and Provider Personnel shall):

16.5.1 use Authority Confidential Information and/or Commissioner Confidential Information solely for the purposes of developing and submitting Submissions or otherwise complying with this Framework Agreement and/or any Call-Off Service Contract;

16.5.2 take all necessary precautions to ensure that all Authority Confidential Information and/or Commissioner Confidential Information is held in confidence and treated as proprietary;

16.5.3 comply with all instructions and/or guidelines produced by the Authority and/or Commissioner (as appropriate) from time to time for the handling and storage of Authority Confidential Information and/or Commissioner Confidential Information generally or for specific items;

16.5.4 inform all Provider Subcontractors and Provider Personnel that breach of any of the confidentiality obligations set out in this Framework Agreement and/or any Call-Off Service Contract may result in contractual and/or disciplinary action (and the Provider shall take such action as it sees fit and report any action taken to the Authority and/or relevant Commissioner); and

16.5.5 forthwith report to the Authority and/or Commissioner all failures to comply with the obligations set out in this clause 16 of which the Provider, a Provider Subcontractor or member of the Provider Personnel is or becomes aware.

16.6 Notwithstanding the generality of clause 16.5, Personal Data shall not be released from any of the confidentiality obligations of this clause 16 except with the prior consent of the Authority and/or Commissioner.

16.7 Without prejudice to any other rights and remedies that the other party would have, each party agrees that damages would not be an adequate remedy for any breach of this clause 16 and that the other party shall be entitled to the remedies of injunction, specific

performance and/or other equitable relief for any threatened or actual breach of this clause 16.

16.8 The parties' obligations with respect to Confidential Information shall survive early termination or expiry of this Framework Agreement and/or the relevant Call-Off Service Contract and shall continue for as long as such information remains confidential.

17. FREEDOM OF INFORMATION

17.1 The Provider shall comply with all requests by the Authority and/or Commissioner for the purpose of enabling the Authority and/or Commissioner to comply with its obligations under the FOIA and shall provide all assistance as may be required by the Authority and/or Commissioner for such compliance. Upon any such request by the Authority and/or Commissioner, the Provider shall provide (as soon as possible but in any event no later than five Business Days after receipt of the Authority's and/or Commissioner's request) such information as the Authority and/or Commissioner has specified in that request.

17.2 Where the Authority receives a request for information pursuant to the FOIA which relates to this Framework Agreement, a Mini-Competition and/or the Provider, the Authority and/or Commissioner shall notify the Provider of such request before responding to the request.

17.3 The Authority and/or Commissioner acknowledges that the Commercially Sensitive Information is commercially sensitive to the Provider and, subject to clause 17.4, shall consult with the Provider before disclosing any of the Commercially Sensitive Information in response to a request for information made pursuant to the FOIA.

17.4 The Authority and/or Commissioner as appropriate (acting reasonably) shall be responsible for determining whether any information relating to this Framework Agreement, a Call-Off Service Contract, a Mini-Competition and/or the Provider is exempt from disclosure under the provisions of the FOIA and/or is to be disclosed.

PART F: TERMINATION AND FORCE MAJEURE

18. AUTHORITY RIGHT TO TERMINATE

18.1 Without prejudice to any other rights or remedies it may have, the Authority (acting reasonably) may, by giving written notice to the Provider, terminate all or part of this Framework Agreement immediately as of the date specified in that notice if any of the following circumstances occur or exist:

18.1.1 the Provider commits a Material Default of this Framework Agreement which is not remedied within 30 days after receipt of notice of the Material Default from the Authority to the Provider;

18.1.2 the Provider commits a Material Default of this Framework Agreement which is not capable of being remedied;

18.1.3 the Authority has received a recommendation from the Framework Manager pursuant to clause 13.6 of this Framework Agreement that the Provider should be removed from the Framework;

18.1.4 the Provider has breached the provisions of clause 27 of this Framework Agreement;

18.1.5 there is a change of Control of the Provider which:

(a) gives the Authority grounds to believe that there is a significant risk of degradation in the quality or reliability of the Service which would be or are provided by the Provider under this Framework Agreement;

(b) results in the Provider becoming under the Control of another person with whom the Authority is in material dispute on a significant contract or a number of other contracts which the Authority reasonably regards as having a material effect on the Providers' ability to participate in Mini-Competitions and/or to deliver the Service;

(c) in the opinion of the Authority, would be against the public interest, or would or might bring the Authority into disrepute, or harm or be prejudicial to the public confidence in (or public images of) the Authority;

18.1.6 the occurrence of an Insolvency Event;

18.1.7 a Call-Off Service Contract to which the Provider is a party is terminated for any breach or default on the part of the Provider;

18.1.8 the Provider (or any Provider Subcontractor or member of the Provider Personnel) does, or omits to do, something which brings the Authority into disrepute or which is in breach of, or contrary to the Framework Objectives; or

18.1.9 there is a conflict of interest between the interests of the Provider and the Provider's obligations and duties owed to the Authority under this Framework Agreement, which is not reasonably capable of remedy and which has a material impact on the Authority.

19. COMMISSIONER RIGHT TO TERMINATE

19.1 Without prejudice to any other rights or remedies it may have, a Commissioner may, by giving written notice to the Provider, terminate all or part of a Call-Off Service Contract immediately as of the date specified in that notice:

19.1.1 at any time and without cause; or

19.1.2 where any of the circumstances listed in clause 19.2 below occur or exist.

19.2 The circumstances referred to in clause 19.1.2 are as follows:

19.2.1 the Provider commits a Material Default of the Call-Off Service Contract, which is not remedied within the deadline stipulated in the notice of the Material Default from the Commissioner to the Provider;

19.2.2 the Provider commits a Material Default of the Call-Off Service Contract which is not capable of being remedied;

19.2.3 the Provider has breached the provisions of clause 27 of the Framework Agreement;

19.2.4 there is a change of Control of the Provider which:

(a) gives the Commissioner grounds to believe that there is a significant risk of degradation in the quality or reliability of the Service which would be or are provided by the Provider under its Call-Off Service Contract;

(b) results in the Provider becoming under the Control of another person with whom the Commissioner is in material dispute on a significant contract or a number of other contracts which the Commissioner reasonably regards as having a material effect on the Providers' ability to participate in Mini-Competitions and/or to deliver the Required Service;

(c) in the opinion of the Commissioner, would be against the public interest, or would or might bring the Commissioner into disrepute, or harm or be prejudicial to the public confidence in (or public images of) the Commissioner;

19.2.5 the occurrence of an Insolvency Event;

19.2.6 the Provider (or any Provider Subcontractor or member of the Provider Personnel) does, or omits to do, something which brings the Commissioner into disrepute or which is in breach of, or contrary to the Framework Objectives; or

19.2.7 there is a conflict of interest between the interests of the Provider and the Provider's obligations and duties owed to the Commissioner under the Call-Off Service Contract, which is not reasonably capable of remedy and which has a material impact on the Commissioner.

20. CONSEQUENCES OF TERMINATION OR EXPIRY

20.1 Where the Authority terminates this Framework Agreement in accordance with clause 18.1 and the date for termination falls part way through a Mini-Competition, then any Submission which has been submitted but not accepted by a Commissioner shall be automatically withdrawn by the Provider unless otherwise agreed with the Authority and/or the relevant Commissioner.

20.2 Where the Authority terminates this Framework Agreement in accordance with clause 18.1 and there are Call-Off Service Contracts in full force and effect, such Call-Off Service Contracts shall automatically terminate unless the relevant Commissioner notifies the Provider in writing to the contrary.

20.3 Where the Commissioner terminates a Call-Off Service Contract in accordance with clause 19.1.1, the Provider shall be entitled to receive payment for the Required Service delivered to that Commissioner pursuant to the relevant Call-Off Service Contract up to and including the date of the Commissioner's notice to terminate. For the avoidance of doubt, the Provider shall not be entitled to any outstanding payment for Required Service delivered prior to the date of a notice of termination being given where a Call-Off Service Contract is terminated by the Commissioner in any of the circumstances set out in clause 19.1.2.

20.4 In the event that the expiry of the Term falls part way through a Mini-Competition, such Mini-Competition and this Framework Agreement shall automatically terminate unless:

20.4.1 the relevant Commissioner notifies all Panel Members that the Mini-Competition shall continue in full force and effect; or

20.4.2 a selection decision is made by the relevant Commissioner and a Call-Off Service Contract is entered into by the Commissioner and a Panel Member.

21. FORCE MAJEURE

21.1 For the purposes of this Framework Agreement and any Call-Off Service Contract the expression “Force Majeure” shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

21.2 If any party shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other as soon as practicable of the details of the Force Majeure, the period which it is estimated that such failure or delay shall continue and any action proposed to mitigate the effect of the Force Majeure.

21.3 The affected party shall notify the other as soon as practicable after the Force Majeure ceases or not longer causes the affected party to be unable to comply with its obligations under this Framework Agreement and/or Call-Off Service Contract (as appropriate). Following such notification, this Framework Agreement and any Call-Off Service Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure.

21.4 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Service Charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, their respective obligations under this Framework Agreement and/or the Call-Off Service Contract for the duration of such Force Majeure event.

21.5 It is expressly agreed that any failure by either party to perform or any delay by either party in performing its obligations under any contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which such party shall have entered into any contract, supply arrangement or subcontract or otherwise shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement, subcontract or otherwise as a result of circumstances or Force Majeure.

21.6 For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

PART G: GENERAL

22. PROVIDER INDEMNITY

22.1 Subject to clause 22.2, the Provider shall indemnify the Commissioner under each Call-Off Service Contract against all claims, demands, actions, costs and expenses, losses, damages and fines arising from or incurred by any claim, demand or action by a third party against the Commissioner as a result of any breach of the Provider, any Provider Subcontractor or any Provider Employee.

22.2 The Provider's aggregate liability under each Call-Off Service Contract pursuant to clause 22.1, shall in no event exceed one hundred and twenty-five per cent (125%) of the total Service Charges paid and payable by the Commissioner pursuant to the relevant Call-Off Service Contract.

23. INSURANCES

23.1 The Provider is required to take out and maintain for the Term the following insurances (each at the levels set out):

23.1.1 employer's liability insurance;

23.1.2 public liability insurance for a minimum cover of £500,000 for each and every claim; and

23.1.3 professional indemnity insurance for a minimum cover of £500,000 for each and every claim,

in both cases with a reputable insurer carrying on business in the United Kingdom.

23.2 The Provider shall (if and when reasonably requested to do so by the Authority and/or any Commissioner) produce documentary evidence satisfactory to the Authority and/or Commissioner that such insurance is being maintained and that all premiums have been paid.

24. DISPUTE RESOLUTION

24.1 Except where this Framework Agreement specifies a decision to be at the sole or entire discretion of the Authority, the dispute resolution procedure set out in this clause 24 shall apply in respect of any dispute between the Parties arising out of or related to this Framework Agreement.

24.2 As soon as either Party is aware of any difference or dispute with the other arising out of, or in connection with this Framework Agreement they shall immediately give notice to the other Party.

24.3 The Parties shall endeavour to resolve any difference or dispute by direct negotiation in good faith between senior representatives of each party. A jointly agreed decision of these representatives as to how the dispute should be resolved shall be final and binding on both Parties.

24.4 Where the representatives are unable to reach a jointly agreed decision in accordance with clause 24.3 within 30 days of the notice referred to in clause 24.2, the Parties may decide to

refer the dispute to mediation in accordance with CEDR procedures. Any such mediation shall be completed within 30 Business Days of referral.

24.5 No party may commence court proceedings in relation to any dispute in relation to this Framework Agreement until they have attempted to settle the dispute by mediation in accordance with clause 24.4.

24.6 The Parties shall continue to comply with, observe and perform all their obligations hereunder (and, in the case of the Provider, under any Call-Off Service Contract) regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this clause 24.

24.7 Each party shall be liable for its own costs in relation to the resolution of a dispute in accordance with this clause 24.

25. ASSIGNMENT AND CHANGE OF CONTROL

25.1 This Framework Agreement is personal to the Provider. The Provider shall not assign, novate, sub-contract or otherwise transfer or dispose of any of its rights or obligations under this Framework Agreement without the prior consent of the Authority (which may be withheld in the Authority's entire discretion). Subject to clause 25.2, any attempt by the Provider to assign, novate sub-contract or otherwise transfer or dispose of its rights or obligations otherwise than in complete compliance with this clause 25.1 shall be null and void as between the Parties.

25.2 Where the Provider wishes to sub-contract any of its obligations to deliver Required Service under a Call-Off Service Contract and the Provider has not already sought and obtained consent from the Authority in accordance with clause 21.1, then the Provider shall seek the prior written approval of the relevant Commissioner before entering into the relevant Call-Off Service Contract.

25.3 The Authority may assign, novate, sub-contract or otherwise dispose of, and be released from, any or all of its rights and/or obligations under this Framework Agreement to any other person (including a Strategic Health Authority, any successor to the Authority or any body which substantially performs any of the functions that previously had been performed by the Authority). The Provider shall enter into such agreement and/or deed as the Authority reasonably requires so as to give effect to such assignment, novation, sub-contract or disposal.

25.4 The Provider shall as soon as reasonably practicable notify the Authority of a change of Control of the Provider.

26. CONFLICTS OF INTEREST

26.1 The Provider shall take appropriate steps to ensure that it is not placed in a position where there is or may be a conflict (or potential conflict) between the interest of the Provider and the obligations and duties owed to the Authority under this Framework Agreement and/or a Commissioner under a Call-Off Service Contract.

26.2 The Provider shall provide to the Authority and to the relevant Commissioner all details known to the Provider of any conflict (or potential conflict) of interest which arises or which may arise where the Provider is invited to participate in a Mini-Competition.

27. PROHIBITED ACTS AND CORRUPT GIFTS

27.1 If the Provider or any member of the Provider Personnel (or any of its Associates) commits any Prohibited Act then:

27.1.1 a Commissioner shall be entitled to terminate its Call-Off Service Contract by giving notice to the Provider;

27.1.2 the Authority shall be entitled to terminate this Framework Agreement by giving notice to the Provider; and

27.1.3 the Authority and/or Commissioner as appropriate shall be entitled to recover from the Provider the amount or value of any gift, consideration or commission which is the subject of the Prohibited Act.

27.2 Any notice of termination by the Authority and/or Commissioner under clause 27.1 shall specify (as a minimum) the nature of the Prohibited Act, the identity of the party whom the Authority and/or Commissioner believes has committed the Prohibited Act, and the date on which this Framework Agreement and/or the relevant Call-Off Service Contract shall terminate.

27.3 The decision of the Authority and/or Commissioner as to the seriousness of the Prohibited Act or whether a Prohibited Act has occurred shall be final and conclusive in any dispute, difference or question arising in respect of:

27.3.1 the interpretation of this clause 27 (except so far as the same may relate to the amount recoverable from the Provider in respect of any Loss resulting from such termination of this Framework Agreement or the Call-Off Service Contract); or

27.3.2 the right of the Authority and/or Commissioner under this clause 27 to terminate this Framework Agreement and/or the Call-Off Service Contract (as appropriate).

28. PROVIDER PERSONNEL

28.1 The Provider shall be liable at all times for all acts or omissions of Provider Personnel. Any act or omission of a member of the Provider Personnel which results in a breach of a Call-Off Service Contract or this Framework Agreement shall be a breach by the Provider of that Call-Off Service Contract or this Framework Agreement (as the case may be) notwithstanding the fact that the breach was caused by a member of the Provider Personnel.

28A TRANSFER OF EMPLOYEES

28A.1 The Provider agrees to comply with the Transfer Regulations and with any provisions relating to the transfer of employees agreed with a Commissioner and set out in the relevant Call-Off Service Contract.

29. PUBLICITY AND MARKETING

29.1 Where the Provider (or any Provider Subcontractor or Provider Personnel) wishes to make any advertisement, public statement or press announcement in relation to this Framework Agreement or the provision of any Service under a Call-Off Service Contract the Provider shall ensure (or shall procure) that:

29.1.1 the following statement (the "**Marketing and Publicity Statement**") is used and made clearly visible:

"The Child Weight Management Programme and Training Providers Framework has been established by the Cross-Government Obesity Unit to support local areas in commissioning weight management services for children and young people. A range of providers have been appointed to the Framework following a nationally-led procurement.";

29.1.2 in the case of a Call-Off Service Contract, the Provider seeks the prior approval of the relevant Commissioner and takes into consideration any comments raised by the relevant Commissioner; and

29.1.3 it is not stated or implied that the Framework constitutes or represents a form of accreditation or regulation.

29.2 Where the Provider wishes to market its ability to deliver the Service under this Framework or to make reference to its appointment to the Framework, whether in any marketing materials, on its website, or otherwise, the Provider shall ensure (or shall procure) that;

29.2.1 the Marketing and Publicity Statement is used and made clearly visible; and

29.2.2 it is not stated or implied that the Framework constitutes or represents a form of accreditation or regulation.

29.3 If the Provider wishes to use alternative wording to the Marketing and Publicity Statement, or amend the Marketing and Publicity Statement in any way, it shall only be entitled to do so:

29.3.1 with the prior written approval of the Framework Manager and/or (to the extent that reference is being made to a Call-Off Service Contract) the relevant Commissioner as appropriate (such approval not to be unreasonably withheld or delayed); and

29.3.2 having taken account of any amendments to the Provider's proposed wording which are required by the Framework Manager and/or (to the extent that reference is being made to a Call-Off Service Contract) the relevant Commissioner as appropriate (in each case acting reasonably).

29.4 The Provider shall provide to the Authority and each Commissioner with which it has a Call-Off Service Contract (at no charge) such information, assistance, access, attendance of personnel and co-operation as the Authority and/or Commissioner may reasonably require from time to time to answer enquiries in respect of this Framework Agreement and/or a Call-Off Service Contract (including from government bodies, the general public, members or officials of the Authority, Parliament and Members of Parliament, and third parties entitled to request or receive information from the Authority or Commissioner).

30. NOTICES AND REPRESENTATIVES

30.1 Any demand, notice, or other communication required to be given under this Framework Agreement from one party to the other shall be sufficiently served if served personally upon the Provider's Representative or the Authority's Representative (as applicable) (or, in the case of a Call-Off Service Contract, upon the Provider's Representative or the Commissioner's Representative) or if sent by prepaid first class post, electronic mail or facsimile transmission to the registered office or last known address of the party to be served and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee (in the case of pre-paid first class post) on the second Business Day after the date of posting or (in the case of telex, electronic mail or facsimile transmission) on the same day of the successful transmission, as the case may be.

30.2 The relevant contact details of each Party's representative at the Start Date are:

	Authority's Representative	**Provider's Representative**
Name:		
Address:		
Tel:		

31. WAIVERS AND CONSENTS

31.1 Neither the failure of any party to insist upon strict performance of any term or condition of this Framework Agreement or any Call-Off Service Contract, nor the delay or failure of any party to exercise any right to which it is entitled under this Framework Agreement or any Call-Off Service Contract, shall constitute:

31.1.1 a waiver or diminution of that right or any other right under this Framework Agreement or the relevant Call-Off Service Contract; or

31.1.2 a waiver in respect of any subsequent failure to perform obligations by the other party.

31.2 A waiver by any party of any of the terms or conditions of this Framework Agreement or any Call-Off Service Contract shall not be effective unless it is expressly stated in writing and executed by the duly authorised representative of that party. Any such waiver or release of any right or remedy of either party shall:

31.2.1 be confined to the specific circumstance in which it is given;

31.2.2 not affect any other enforcement of any other right; and

31.2.3 be revocable at any time in writing (unless it is expressed to be irrevocable).

31.3 The waiver by any party of a breach by the other party shall not be construed as a waiver in respect of any subsequent breach of the same or other terms or provisions, unless expressly stated by the waiving party in writing.

31.4 Any consent, approval or agreement given by a party under this Framework Agreement or any Call-Off Service Contract shall not relieve the other party from responsibility for complying with its requirements, nor shall it be construed as a waiver of any rights under it, except as (and to the extent) expressly provided in such consent.

31.5 Where in this Framework Agreement or any Call-Off Service Contract any obligation of a party is to be performed in a specified time limit, that obligation shall be deemed to continue after that time limit if the party fails to comply with that obligation within that time limit.

32. ENTIRE AGREEMENT

32.1 Except in respect of any Call-Off Service Contract, this Framework Agreement constitutes the entire agreement between the Parties in relation to its subject matter and, in the absence of fraud, supersedes any prior warranties, indemnities, undertakings, conditions, understanding, commitments or agreements between the Parties, whether oral or written.

33. RELATIONSHIP OF THE PARTIES

33.1 Nothing in this Framework Agreement or any Call-Off Service Contract shall create any relationship of agent and principal, partnership, or employer and employee between the parties or between one of the parties and the other party's personnel, agents, employees or subcontractors. Nothing in this Framework Agreement or any Call-Off Service Contract gives any party any authority to act or make representations or commitments on behalf of the other party or to create any contractual liability to a third party on behalf of the other party.

34. SEVERABILITY

34.1 If any term or condition of this Framework Agreement or any Call-Off Service Contract is declared invalid, unenforceable or illegal by Law or by the courts of any jurisdiction to which this Framework Agreement or the Call-Off Service Contract is subject, such term or condition shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining terms and conditions of this Framework Agreement or the relevant Call-Off Service Contract .

35. RIGHTS OF THIRD PARTIES

35.1 Except where expressly provided, nothing in this Framework Agreement or any Call-Off Service Contract shall be deemed to grant any rights or benefits to any person other than the relevant parties or their respective permitted successors in title or assignees, or entitle any third party to enforce any term or condition of this Framework Agreement. Neither the Parties, nor the parties to any Call-Off Service Contract not intend that any term or condition of this Framework Agreement or any Call-Off Service Contract should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

36. COSTS AND EXPENSES

36.1 Each party shall be responsible for paying its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Framework Agreement, any Call-Off Service Contract and of their participation in a Mini-Competition.

37. STATUS AND PRIORITY OF DOCUMENTS

37.1 The schedules and any other attachments expressly identified in the same or in the main body of this Framework Agreement form part of this Framework Agreement and shall have the same force and effect as if expressly set out in the main body of this Framework Agreement.

37.2 The schedules and any other attachments expressly identified in the same or in the main body of a Call-Off Service Contract shall form part of the Call-Off Service Contract and shall have the same force and effect as if expressly set out in the main body of the Call-Off Service Contract.

37.3 In the case of any conflict between this Framework Agreement and any Call-Off Service Contract, the Call-Off Service Contract shall prevail.

38. MISCELLANEOUS

38.1 All additions, amendments and variations to the terms and conditions of this Framework Agreement shall be effective and binding only if in writing and signed by the duly authorised representatives of the Parties or, in the case of a Call-Off Service Contract, by the Provider and relevant Commissioner.

39. GOVERNING LAW AND JURISDICTION

39.1 This Framework Agreement and every Call-Off Service Contract entered into pursuant to it is governed by and shall be construed in accordance with the Laws of England and Wales. Subject to the dispute resolution procedure set out in clause 24, the courts of England and Wales shall have exclusive jurisdiction in respect of any disputes arising out of this Framework Agreement.

39.2 No exclusivity as to jurisdiction shall apply in respect of a party seeking equitable, injunctive or other equivalent relief, and/or enforcement or other similar proceedings in any court of competent jurisdiction.

SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

1. Definitions

In this Framework Agreement:

"Age Groups"

means those age groups of children and young people included in the scope of this Framework and the Framework Objectives and which are set in Part 3 of Schedule 6 (SHA Regions and Age Groups);

"Alternative Service Proposal"

has the meaning given to it in clause 9A of this Framework Agreement;

"Associate"

means any person or company which, at the given time or at any other time within one year previously:

(a) has control, or is under the control, of the Provider; or

(b) is under the control of the same person or company having control of the Provider;

"Authority Confidential Information"

means Confidential Information obtained by the Provider and the Provider Subcontractors and the Provider Personnel from, or relating to, the Authority, or any of its respective servants or agents including (but not limited to) all information obtained during a Mini-Competition;

"Authority IPR"

means all Intellectual Property owned by or licensed to the Authority;

"Authority's Representative"

means the individual identified in clause 30.2 of this Framework Agreement, or such replacement as is notified to the Provider in writing;

"Business Day"

means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London;

"Call-Off Performance Data"

means the information delivered by the Provider pursuant to clause 12.2 of this Framework Agreement;

"Call-Off Service Contract"

means any contract entered into by the Provider and a Commissioner pursuant to a Service Order in accordance with clause 8 of this Framework Agreement;

"CEDR"

means the Centre for Effective Dispute Resolution;

"Commercially Sensitive Information"

means any personal or financial information identified to the Authority and/or a Commissioner by the Provider as being commercially sensitive;

"Commissioner Confidential Information"

means Confidential Information obtained by the Provider and the Provider Subcontractors and the Provider Personnel from, or relating to, the Commissioner, or any of its respective servants or agents including (but not limited to) all information obtained during a Mini-Competition;

"Commissioner Feedback"

means any feedback received from time to time by the Framework Manager from a Commissioner which details and gives comments upon the Provider's performance of the Required Service pursuant to a Call-Off Service Contract;

"Commissioner IPR"

means all Intellectual Property owned by or licensed to the Commissioner;

"Commissioner's Representative"

means the individual nominated to be a Commissioner's representative as set out in the relevant Service Order, or such replacement as is notified to the Provider in writing;

"Commissioners"

means all Primary Care Trusts in England and shall include any body which becomes a primary care trust after the date of this Framework Agreement and "**Commissioner**" shall mean any one of then;

"Confidential Information"

means any and all:

(a) information - technical, commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, Materials, records, business plans, consumer research, analysis or experience) - of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means (including on electromagnetic or CD media or via telephone lines or radio or microwave) and whether stored electronically or otherwise which relates to a person's business, operations, products, developments, services, trade secrets, know how, personnel, supplies, customers, employees, officers or the Service;

(b) notes, reports, analysis and reviews of, and any other information derived from, any information referred to in paragraph (a) above or which contains or is based in whole or in part upon such information;

(c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such (including but without limitation the Commercially Sensitive Information); and

(d) all Material belonging to another person in respect of which the parties owe obligations of confidentiality;

"Control"

means the ability to exercise, or entitlement to acquire, direct or indirect control over the Provider's, or any Associate's, affairs and in particular (but not limited to) the possession of, or entitlement to acquire:

(a) majority voting power in the Provider or an Associate; or

(b) the greater part of any assets on any winding-up of the Provider or an Associate.

"Data Controller"

has the meaning given to that expression in the DPA;

"Data Processor"

has the meaning given to that expression in the DPA;

"DPA"

means the Data Protection Act 1998 and any other applicable statutory obligations or guidelines relating to the Processing of Personal Data;

"FOIA"

means the Freedom of Information Act 2000 and all statutory instruments made thereunder;

"Force Majeure"

has the meaning given in clause 21 of this Framework Agreement;

"Framework Agreement"

means this Framework Agreement;

"Framework Manager"

means the Strategic Health Authority nominated from time to time by the Authority to manage the operation of the Framework;

"Framework Objectives"

means the objectives of the Framework as set out in clause 5.1 of this Framework Agreement;

"Framework Provisions"

means the terms and conditions of this Framework Agreement;

"Good Industry Practice"

means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced provider of services similar to the Service, seeking in good faith to comply with its contractual obligations and complying with applicable Law;

"Initial Term"

means three years from the Start Date;

"Insolvency Event"

means the occurrence of any act or event of insolvency or corporate action, legal proceedings or other procedural step taken in respect of the Provider, including:

(a) any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being proposed or entered into by or in relation to the person in question or any application for an interim order (including an interim administration order) or moratorium being made;

(b) a trustee, trustee in bankruptcy, liquidator, provisional liquidator, supervisor, receiver, administrator, administrative receiver or encumbrancer or person with similar powers taking possession of or being appointed over, or any distress, attachment, sequestration, execution or other process being levied or enforced (and not being discharged within 14 days) upon the whole or any part of the assets of the person in question (other than for the purposes of a solvent reconstruction or amalgamation previously approved by the Authority, with the resulting entity assuming all the obligations of the party in question);

(c) the person in question ceasing or threatening to cease to carry on business, or admitting in writing its inability to pay or being or becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (without the need to prove any fact or matter to the satisfaction of the court) or suspending or threatening to suspend payment with respect to all or any class of its debts or becoming insolvent or bankrupt or commencing negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(d) a petition being presented and (other than, in the case of an administration petition, any frivolous or vexatious petition or any petition which is actively defended) not being dismissed within 14 days of presentation thereof, or a meeting being convened for the purpose of considering a resolution or the winding-up, bankruptcy or dissolution of the person in question (other than for the purposes of a solvent reconstruction or amalgamation previously approved by the Authority with the resulting entity assuming all the obligations of the person in question);

(e) the enforcement of a Security Interest (including the holder of a qualifying floating charge appointing an administrator or filing a notice of appointment with the court) over any assets of that person;

(f) to the extent that such an act is not specified in paragraphs (a) to (e) above, any legal process or proceeding which is instituted in relation to that person in connection with the insolvency of that person or the inability of that person to pay its debts as they fall due, provided that such process or proceeding is of equivalent or greater seriousness to the acts of insolvency so specified in paragraphs (a) to (e) above; or

(g) if the person in question shall suffer any event analogous to any of the foregoing in any jurisdiction to which the person in question is incorporated or resident or subject;

"Intellectual Property"

means patents, registered designs, trade marks and service marks (whether registered or otherwise), copyright, database rights, design rights and other intellectual property rights, including in other jurisdictions that grant similar rights as the foregoing, and in the applications for the protection thereof throughout the world;

"Invitation to Participate in a Mini-Competition"

means an invitation to participate in a Mini-Competition issued to Panel Members by a Commissioner in accordance with clause 7 of this Framework Agreement;

"ITPD"

means the invitation to participate in dialogue in respect of the Framework which was issued to a short list of bidders selected at PQQ stage, including the Provider, on 30 October 2008;

"ITT"

means the invitation to tender in respect of the Framework which was issued to bidders selected at ITPD stage, including the Provider, on 14 February 2009;

"Key Personnel"

means the individuals identified as key personnel in the relevant Service Order;

"Law"

means:

(a) any applicable statute, regulation, by-law, ordinance or any delegated or subordinate legislation in force from time to time to which a party is subject;

(b) the common law and the law of equity as applicable to the Parties from time to time;

(c) any binding court order, judgment or decree;

(d) any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972;

(e) any applicable industry code, policy or standard enforceable by law; or

(f) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

"Loss"

means all recoverable losses, liabilities, and damages, and all related recoverable costs, expenses and payments made to third parties (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties);

"Material"

includes material in whatever form (including written, magnetic, electronic, graphic or digitised) including any methodologies, processes, know-how, reports, specifications, business rules or requirements, manuals, user guides, training materials and instructions, supporting material relating to software and/or its design, development, modification, operation, support or maintenance;

"Marketing and Publicity Statement"

means the statement set out in clause 29.1 of this Framework Agreement;

"Material Default"

means any default by the Provider under this Framework Agreement which the Authority reasonably considers to be sufficiently material as to justify termination of all or part of this Framework Agreement, including any default defined as a Material Default under any Call-Off Service Contract;

"Mini-Competition"

means the tender process for the award of a Call-Off Service Contract in accordance with clause 7 of this Framework Agreement;

"NHS Brand Guidelines"

means the guidelines for use of NHS brands which are accessed at http://www.nhsidentity.nhs.uk/homepage

"Ongoing Support"

means the ongoing support provided to Users by the Provider in accordance with the requirements of Part 3 of the Service Specification and the relevant Call-Off Service Contract;

"Ongoing Support Materials"

means any and all materials, documents, reports, techniques, processes, formulae, analyses, computer programmes, data, know-how, drawings, software, improvements, presentations, discussions, business names, goodwill and the style of presentation of goods and Service and the like (without limitation) used by the Provider to deliver the Ongoing Support and provided and/or made available to Users as part of the Ongoing Support;

"Ongoing Support Materials IPR"

means all Intellectual Property in the Ongoing Support Materials which is owned or licensed by the Provider;

"Panel Members"

means all those providers appointed to the Framework to deliver the Service and "**Panel Member**" shall mean any one of them;

"Personal Data"

means personal data as defined in the DPA;

"PQQ"

means the pre-qualification questionnaire in respect of the Framework which was issued to potential bidders on 18 September 2008;

"Primary Care Trust"

means a primary care trust which has been established by the Secretary of State in accordance with section 18 of the National Health Service Act 2006;

"Process and Processing"

in relation to data, have the meanings given to those expressions in the DPA;

"Programme"

means the child weight management programme which the Provider trains Users to deliver to children and families in accordance with the requirements of Part 1 of the Service Specification and the relevant Call-Off Service Contract;

"Programme Materials"

means any and all materials, documents, reports, techniques, processes, formulae, analyses, computer programmes, data, know-how, drawings, software, improvements, presentations, discussions, business names, goodwill and the style of presentation of goods and Service and the like (without limitation) provided by the Provider to the Commissioner in order for the Commissioner to deliver the Programme;

"Programme Materials IPR"

means all Intellectual Property in the Programme Materials which is owned or licensed by the Provider;

"Prohibited Act"

means:

(a) offering, giving, or agreeing to give, to any of the staff, agents or contractors of the Authority or any Commissioner or any other public body any gift or consideration of any kind as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Framework Agreement any Call-Off Service Contract or any other contract with the Authority, any Commissioner or any other public body; or

(ii) for showing or not showing favour or disfavour to any person in relation to this Framework Agreement any Call-Off Service Contract or any other contract with the Authority, any Commissioner or any other public body;

(b) entering into this Framework Agreement or any Call-Off Service Contract or any other contract with the Authority, a Commissioner or any other public in connection with which commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority and/or Commissioner;

(c) committing any offence:

(i) under the Prevention of Corruption Acts 1889-1916;

(ii) under any Law creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts; or

(d) defrauding or attempting to defraud or conspiring to defraud the Authority, any Strategic Health Authority or any Commissioner;

"Provider Age Groups"

means those Age Groups which the Provider has been appointed to the Framework to cover as listed in Part 4 of Schedule 6 (SHA Regions and Age Groups) and as may be amended from time to time in accordance with clause 5 of this Framework Agreement;

"Provider Confidential Information"

means Confidential Information obtained by the Authority and/or a Commissioner from, or relating to, the Provider in the course of this Framework Agreement and any Mini-Competition, but, for the avoidance of doubt, excluding (or being deemed to exclude) any report, record, plan, manual, inventory or list to be provided to any Commissioner in the provision of any Service under a Call-Off Service Contract;

"Provider Employees"

means any employee of the Provider or of any Provider Subcontractor assigned from time to time to deliver or assist in delivering all or part of a Call-Off Service Contract;

"Provider Information"

means the information in respect of the Provider which is available to each of the Commissioners and which includes (but shall not be limited to) details of the Provider Regions, Provider Age Groups, the Provider's Prices and information relating to the Provider's experience, expertise, resources, staff;

"Provider Performance Data"

means the information relating to the Provider collated by the Framework Manager pursuant to clause 12.3 of this Framework Agreement;

"Provider Personnel"

means the Provider Employees and any officers, consultants, contractors, workers and agents of the Provider or a Provider Subcontractor, assigned from time to time to assist in a Mini-Competition process and/or to deliver or assist in delivering all or part of a Call-Off Service Contract;

"Provider Regions"

means the SHA Regions in which the Provider has been appointed to the Framework to deliver Service as listed in Part 2 of Schedule 6 (SHA Regions and Age Groups) and as may be amended from time to time in accordance with clause 5 of this Framework Agreement;

"Provider Subcontractor"

means any subcontractor or agent of the Provider that provides any of the Service for, or on behalf of, the Provider pursuant to a Call-Off Service Contract;

"Provider's Prices"

means the prices set out in the detailed spreadsheet contained in Part 1 of Schedule 4 (Provider's Pricing Proposal);

"Provider's Pricing Proposal"

means the detailed spreadsheet contained in Part 1 of Schedule 4 (Provider's Pricing Proposal) and the Summary Table;

"Provider's Solution"

means the manner and means by which the Provider proposes to provide the Required Service in response to a Service Order and which will be set out in Appendix 2 of the relevant Service Order;

"Provider's Representative

means the individual identified in clause 30.2 of this Framework Agreement, or such replacement as is notified to the Authority in writing;

"Rectification Plan"

has the meaning given in clause 13.4 of this Framework Agreement;

"Required Service"

means the Service or part thereof which a Commissioner wishes to procure from time to time from the Provider in accordance with this Framework Agreement as set out in the relevant Service Order;

"Review Meeting"

has the meaning given to it in clause 13.2 of this Framework Agreement;

"Security Interest"

means any security including any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other agreement or arrangement having the effect of providing or giving security or preferential ranking to a creditor (including set-off, retention arrangements which do not arise in the ordinary course of trade, defeasance or reciprocal fee arrangements);

"Service"

means:

(a) the Service or any part of them set out in Schedule 2 (Service Specification) to this Framework Agreement; and

(b) any service, function or responsibility not specified in Schedule 2 (Service Specification) but reasonably and necessarily required for the proper

performance of the functions and responsibilities described in paragraph (a) above;

"Service Charges"

means the charges for the provision of the Service as specified in a Service Order;

"Service Order"

means a draft service order for the provision of the Required Service in the form set out in Schedule 3 (Model Form of Service Order and Call-Off Service Contract) which is issued to a Panel Member selected following a Mini-Competition and completed and agreed by the Provider and the Commissioner in accordance with clause 8 of this Framework Agreement;

"Service Period"

means the term of any Call-Off Service Contract entered into by the Provider and a Commissioner as defined in the relevant Service Order;

"Service Proposal"

means the Provider's proposal for delivering the Service which it originally submitted as part of the procurement process to establish this Framework and on the basis of which the Provider was appointed to the Framework and which is summarised in Schedule 5 (Service Proposal);

"SHA Regions"

means the regions in which the Service to be provided under this Framework Agreement may be delivered, as listed in Part 1 of Schedule 6 (SHA Regions and Age Groups) and SHA Region shall mean any one of them;

"Specification of Required Service"

means the specification of Required Service issued by a Commissioner as part of the Invitation to Participate in a Mini-Competition;

"Start Date"

means the date of signature of this Framework Agreement by both Parties;

"Strategic Health Authority"

means an authority established under section 13 of the National Health Service Act 2006;

"Submission"

means a formal written submission prepared by the Provider in response to an Invitation to Participate in a Mini-Competition;

"Summary Table"

means the table set out in Part 2 of Schedule 4 (Provider's Pricing Proposal);

"Term"

means the Initial Term as may be extended or terminated earlier pursuant to this Framework Agreement;

"Training"

means the training element of the Service delivered to Users by the Provider in accordance with the requirements of Part 2 of the Service Specification and the relevant Call-Off Service Contract;

"Training Materials"

means any and all materials, documents, reports, techniques, processes, formulae, analyses, computer programmes, data, know-how, drawings, software, improvements, presentations, discussions, business names, goodwill and the style of presentation of goods and Service and the like (without limitation) used by the Provider to deliver the Training and provided and/or made available to Users as part of Training;

"Training Materials IPR"

means all Intellectual Property in the Training Materials which is owned or licensed by the Provider;

"Transfer Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or re-enacted from time to time;

"Transferred Personal Data"

means:

(a) Personal Data acquired by or otherwise made available to the Provider or any Provider Subcontractor pursuant to this Framework Agreement; and

(b) Personal Data acquired by or otherwise made available to the Provider or any Provider Subcontractor pursuant to a Call-Off Service Contract;

"User"

means each recipient of Service from the Provider pursuant to a Call-Off Service Contract;

"User Satisfaction Survey"

means a survey of Users' satisfaction with the Service delivered by the Provider.

2. **Interpretation**

2.1 Save to the extent that the context or the express terms and conditions of this Framework Agreement otherwise require, the following provisions of this paragraph 2 apply to the interpretation of this Framework Agreement.

2.2 Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Framework Agreement.

2.3 All references to any agreement (including this Framework Agreement), document or other instrument include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned (subject to all relevant approvals and any other provision of this Framework Agreement expressly concerning such agreement, document or other instrument).

2.4 All references to any statute or statutory provision (including any subordinate legislation) shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute.

2.5 Any reference to:

2.5.1 a "day", a "month" or a "year" means a calendar day, calendar month or calendar year;

2.5.2 "Parties" means the parties to this Framework Agreement and references to "a Party" means one of the Parties to this Framework Agreement (and in either case includes their permitted successors, assignees and transferees);

2.5.3 the holder of any office or position of responsibility includes a reference to such person as is from time to time appointed (temporarily or permanently) to exercise the functions of the holder;

2.5.4 to a "public organisation" or "representative" shall be deemed to include a reference to any successor to such public organisation or representative, or any organisation or entity or representative which has taken over the functions or responsibilities of such organisation or representative; and

2.5.5 "persons" include individuals, partnerships, firms, trusts, bodies corporate, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity.

2.6 Words importing the singular include the plural and vice versa, and words importing a particular gender include all genders.

2.7 In construing or interpreting this Framework Agreement, the rule known as the ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Framework Agreement and accordingly general words introduced or followed by the word "other" or "including" or "in particular" or similar expression shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

2.8 Where a general obligation in this Framework Agreement is followed by more specific obligations, the general obligation shall not be interpreted restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

2.9 The words in this Framework Agreement shall bear their natural meaning. The Parties have had the opportunity to take legal advice on this Framework Agreement and no term or condition shall, therefore, be construed contra proferentem.

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