

**M O P A C**

**MAYOR OF LONDON**  
OFFICE FOR POLICING AND CRIME

**Invitation to Tender:**  
**Review of Drug Intervention Programmes**  
**in London**

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## 1. Executive Summary

The Mayor's Office for Policing And Crime (hereinafter referred to as MOPAC) is commissioning a review into the design, delivery, efficiency and effectiveness of programmes and pathways that look to integrate measures for directing adult drug-misusing offenders into drug treatment and reducing offending behaviour (formerly or currently known as Drug Intervention Programmes) across London.

MOPAC seeks to commission a review into the design, delivery, efficiency and effectiveness of these programmes throughout all London boroughs, with a particular focus of the activity undertaken in (i) Police Custody; (ii) Courts; (iii) Prison in-reach and (iv) Community based provision. The review will also consider how resources are currently, and in the future could best be, used and commissioned to achieve the above principle focus.

This work will involve significant stakeholder engagement (including, but not limited to, the Metropolitan Police Service, Local Authorities, National Probation Service London Division, London Community Rehabilitation Company, Her Majesty's Court and Tribunal Service, Prisons, NHS England, Public Health England, Clinical Commissioning Groups and Voluntary and Community Sector organisations); desk based research/literature review, case studies and impact and ongoing regular engagement with MOPAC. A partnership governance structure is in place that will provide support to the review.

This work has a maximum value of £100,000.

## 2. Purpose of this document

MOPAC is seeking to commission a review into the design, delivery, efficiency and effectiveness of programmes and pathways that look to integrate measures for directing adult drug-misusing offenders into drug treatment and reducing offending behaviour (formerly or currently known as Drug Intervention Programmes) across London.

**Part A** of this document sets out the context and scope of this programme and provides details on:

- Background to the review
- Scope of the review and requirements;
- Governance, reporting and evaluation;
- Budget; and
- Timescales for tender process and implementation.

**Part B** provides guidance on how to complete the specification, which is **Part C**.

# PART A: OVERVIEW

## 1. Background to the review

### ***Police and Crime Plan 2017 - 2021***

There are two key themes throughout the Mayor's Police and Crime Plan 2017-2021:

#### Victims first

We will put the needs of victims at the heart of everything we do, to stand up for the rights and needs of victims and work to provide the help and support victims need at every stage in the criminal justice process.

#### Reducing inequalities in communities

At the heart of our mission is a focus on setting an agreed standard and addressing the disparities we see across the city, making sure that a basic quality of service is there for everyone in London.

Additionally, the Police and Crime 2017-2021 has five priority areas:

- A better criminal justice service for London
- A better police service for London
- Keeping children and young people safe
- Tackling violence against women and girls
- Standing up to extremism, hatred and intolerance.

This review fits within the priority area of "A better criminal justice service for London". Within the Police and Crime Plan 2017-2021 (page 77) there is a specific commitment to:

*"Review the effectiveness of Drug Intervention Programmes in London and that of the current arrangements for drug testing in police custody to ensure the most effective use of current funds invested in reducing the impact of substance misuse on offending in London."*

This invitation to tender is generated from, and further refines, this commitment.

### ***What is DIP?***

The Drug Interventions Programme was introduced in April 2003 with the aim of developing and integrating measures for directing adult drug-misusing offenders into drug treatment and reducing offending behaviour.

The programme was designed to bring together a number of agencies including the police, courts, prisons, probation, treatment providers, aftercare support services, government departments and Drug Action Teams (DATs). The purpose initially was to provide tailored solutions for drug misusers who commit crime to fund their drug use (particularly Class A drug users), from arrest, court, sentencing and prison through to post-prison and post-treatment situations. The principal focus was to reduce drug-related crime by engaging with drug users and moving them into appropriate treatment and support.

DIP was initially directly funded by the Home Office, however this ceased in 2013 when funding for DIP or other drug/substance misuse programmes became the responsibility of Police and Crime Commissioners (such as MOPAC) and local authorities.

### ***Why is a review taking place?***

Since 2013, almost every London borough has programmes and pathways that look to integrate measures for directing adult drug-misusing offenders out of crime and into drug treatment (in some cases this is still called DIP and others it is not) however the current arrangements, such as outcomes, cohorts and processes, are now believed to vary significantly from borough to borough. As such there is no known standardised approach or model across London and assessing impact of the approaches from a regional perspective is therefore extremely difficult.

There are also differences in funding streams, for example MOPAC through the London Crime Prevention Fund (LCPF) eighteen boroughs<sup>1</sup> receiving monies towards substance misuse programmes at varying levels. Other local authorities fund these programmes directly, or in partnership with other agencies such as Public Health England. It is thought there may be differing outcomes or conditions attached to each of these funding streams, which may further compound the complications in ascertaining the impact of current approaches.

Further to this, MOPAC has seen a reduction in boroughs utilising the funding available to them to focus on these programmes. During the first iteration of LCPF funding (2013-2017) approximately £5m a year was requested by, and provided to, boroughs towards DIP or similar programmes. However, despite the same money being made available by MOPAC, the amount requested by boroughs for the next round of LCPF (2017-2021) has almost halved, just over £2.5m a year with boroughs choosing to focus their funding elsewhere. This decrease could be understood to be indicative of changes in approaches or local policies to managing offending driven by drugs, or possibly wider changes in the scale of the drug related offending problem. As such, it is right that we look to understand the impact of current approaches and what has driven the decrease in utilisation of this funding and any subsequent impact – both positive and negative.

There is an expectation of forthcoming changes to both the prison and court estates in the not too distant future, alongside more immediate structural changes to the MPS, London CRC and

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<sup>1</sup>For the avoidance of doubt, this review should be focussed initially on all 32 London boroughs – not just the 18 that are utilising some of their LCPF funding in this area. Other key delivery partners invest in all London boroughs. It may also be there is emerging good practice within the other non-LCPF funded approaches that should be taken into consideration for any future recommendations.

other partners across the whole criminal justice service. These changes also provide an opportunity to look at this area of work, and ensure that future ways of working continue to direct adult drug-misusing offenders out of crime and into drug treatment.

This review will provide an understanding of the current picture and impact and offer recommendations to all key stakeholders on future ways of working and commissioning approaches, ensuring that spend and resource in this area achieves the best possible outcomes and value for money in reducing drug driven offending. Ultimately any resource and financial investments should result in reduced offending and therefore in fewer victims of crime in London, which is a key ambition for the current Mayoralty.

## 2. Scope of the review and requirements

As detailed above this review should look to map the current picture in London, provide understanding of the capacity of the system, the complexities in relation to funding streams and who is currently accessing these services. Following this a deeper interrogation of an agreed number of sites should be conducted, looking at current impact and ways of working, identifying good practice and areas for improvement in relation to both service delivery and commissioning approaches, and taking into consideration wider areas of service provision which could be aligned to improve the overall offer.

This review should also look to take into account forthcoming changes to the London criminal justice service, consider how national good practice could be integrated into London, and coupled with the findings from the mapping and deeper interrogation, provide a series of recommendations for all partners to ensure that continued investment in this area provides the best possible outcomes.

As such, this review comprises of three distinct, but complementary, parts and will include the below listed requirements.

### **Part 1: Understanding the current picture**

Part one of the review should be a mapping exercise. This should provide an understanding of the current picture across London and identify a number of sites that vary in service offer, commissioning set up and other processes for greater focus and review in the second part. It should also identify the relationship between DIP and drug treatment services.

#### Requirements:

- Conduct extensive stakeholder engagement with the Metropolitan Police Service, National Probation Service London Division, London Community Rehabilitation Company, Her Majesty's Court and Tribunal Service, Prisons, NHS England, Public Health England, Local Authorities, Clinical Commissioning Groups, Voluntary and Community Sector organisations, service users and others as required;
- Provide detail on how different boroughs define and view DIP and DIP-like services
- Understand the funding picture that exists around these services, and where outcomes/requirements of funding are either complementary or inadvertently conflicting
- Understand how many services that are defined as DIP exist in London, where they are located, what the capacity of these services are and who the service providers are
- Understand the demographics and current offending picture of the cohort these services are working with



- Understand the relationship between DIP and drug treatment services, in terms of referral routes and variances in how these services are differentiated
- Identify and map other criminal justice pathways that offer offenders a route into support treatment, including other provision within all types of custody
- Literature review and evidence gathering on what works in this area, not limited to London based examples
- Identify a range of potential sites across London for further and deeper review for Part 2
- Regular contact with MOPAC and the steering group set up by the Reducing Reoffending Board
- Provide an interim report detailing these findings and that both parties agree meets the scope and requirements as set out within this document

**Part 2: Data and process**

Part 2 of the review should build upon the overall picture provided by Part 1, by identifying and agreeing specific sites within London with MOPAC for greater interrogation.

This part should focus on providing data and information to demonstrate the current impact of these programmes and pathways on reoffending, as well as a more comprehensive review and analysis on data, processes and identifying good practice. This phase should also consider how other existing provision within custody settings could be more complementary and aligned against key outcomes.

**Requirements:**

- Conduct a comprehensive interrogation of data to demonstrate the effectiveness of these programmes. In particular looking at uptake of offer, attrition rates and reoffending
- Conduct a process review to identify good practice, governance arrangements, areas of duplicated effort or double spend across the whole criminal justice service within these sites
- Review how other provision within custody could support to the intended primary outcome of these programmes
- Understand the different commissioning and funding arrangements across partnerships
- Ensure service user voice is considered throughout the entire process and final recommendations

- Provide detail on the overall demand on services in recent financial years, identifying and highlighting any trends
- Obtain, review and analyse non-personalised data to illustrate current scope and issues, including but not limited to: demographics, drug type and offence type

### **Part 3: Final report and options appraisal**

Part 3 of the review should provide recommendations and an options appraisal looking at the possible future configuration and commissioning arrangements of these programmes and pathways. Each option should also consider the potential impact of recommended changes on (a) the service user and (b) delivery agencies across the criminal justice service.

#### Requirements:

- Produce a final report that provides complete conclusions from the data and processes looked at within Parts 1 & 2, providing a clear narrative as to the current impact of these services in London in relation to criminal justice outcomes
- This should all be considered in the context of potential changes in prison and court estates, as well as structural changes within organisations such as MPS, CRC and other partners
- This report will also include an options appraisal on future ways of working, taking into account other, potentially complementary provision as well as forthcoming changes across the criminal justice service. It should also consider commissioning budgets and cycles for key funding partners. This options appraisal should look to provide recommendations that would ensure that spend in this area achieves the best possible outcomes relating to reducing of drug driven offending, therefore resulting in fewer victims of crime in London.

Throughout all of these parts there is a consistent requirement for significant, ongoing stakeholder engagement and consultation with a range of partners.

### 3. Governance, reporting and evaluation

#### Governance

MOPAC will be responsible for monitoring the progress of the review to ensure effective delivery and value for money.

The below chart shows the multi-agency governance structure that oversees delivery of the Police and Crime Plan. The highlighted Reducing Reoffending Board (Appendix A), chaired by the Director of IOM, Programme and Neighbourhoods at MOPAC, will support the review by providing engagement and access to multi-agency partners. However, at an operational level the review will directly report to MOPAC.



#### Reporting and Evaluation

The following outputs will be required:

- Regular brief reports outlining progress on the work undertaken to date and requirements as outlined above.
- An interim substantial report at the end of Part 1. This report will need to include achievements against key outcomes that will be agreed as part of the contract negotiations.
- At the end of the delivery period a final report will be required as outlined in the scope and requirements above.

MOPAC will conduct regular monitoring meetings to review process against agreed outputs and outcomes in line with the requirements of the review.

## 4. Budget

Bids are invited up to a maximum value of £100,000. MOPAC will commission the work on a set of deliverables and outcomes that will be agreed. Payment will be structured in the following way:

- 10% payable upon award of contract for start-up and ongoing recurring costs
- 35% payable upon receipt of an acceptable interim report after completion of **Part 1**, that both parties agree meets with the scope and requirements as set out within this document
- 55% payable upon receipt of an acceptable final report and recommendations, that both parties agree meets with the scope and requirements as set out within this document

Full terms and conditions, including agreed dates for key milestones and reporting requirements, will be set out in the contract with the successful provider.

## 5. Timescales for tender process and implementation

Activity	Date
Tender documents released	13 November 2017
Deadline for clarification questions	5pm, 20 November 2017
Responses to clarification questions published	w/c 20 November 2017
<b>Deadline for bids</b>	<b>5pm, 7 December 2017</b>
Initial review against essential criteria	8 December 2017
Assessment panel	w/c 11 December 2017
Inform successful/unsuccessful	w/c 11 December 2017
Contract agreement with successful provider	Before 29 December 2017
Review begins	2 January 2018
Completion of Part 1 and interim report	March 2018
Completion of Parts 2 and 3 and final report	Before 31 July 2018

Full terms and conditions, including agreed dates for key milestones and reporting requirements, will be set out in the contract with the successful provider.

This review will have a maximum delivery period of 7 months, starting from contract award and therefore be completed by the end of July 2018. This timeframe will ensure the outcomes of the review inform future commissioning cycles and funding decisions of key partners.

**Part 1**, and subsequent interim report that both parties agree meets with the scope and requirements as set out within this document, should be completed within 2 months of contract award.

**Part 2** and **Part 3** can be run concurrently or separately, but will end upon the receipt of a final report detailing findings and recommendations for future ways of working, that both parties agree meets with the scope and requirements as set out within this document.

# PART B: GUIDANCE

## 1. How to complete the specification

The purpose of Part B is to provide guidance on how to complete the Specification (Part C).

### Step 1: Complete Part C: Specification

Award of the grant will be subject to a competitive process and evaluated by a panel against the requirements outlined in this Invitation to Tender. Bidders need to complete, in full, PART C: Specification, which contains the following sections:

- Cover sheet
  - Essential criteria
  - Key criteria
  - Check list
1. **Cover Sheet:** Please complete the cover sheet and provide a signature to confirm the information and costs provided are accurate.
  2. **Essential Criteria:** All of these requirements must be clearly met and evidenced. If the bid fails any of these criteria the bid will not progress to the evaluation panel and will not be considered further. You must confirm (Yes or No) that you meet the requirements and if necessary provide a written response.
  3. **Key Criteria:** If the bid meets the essential requirements, then the bids will then be assessed against the Key Criteria. Each evaluation requirement will be scored on a scale from: 0 = Non-compliant, to 5 = Outstanding. See below:

Scoring standards	Criteria	Score
<b>Outstanding</b>	Fully meets the requirement and offers added value - The evidence demonstrates that the requirement is fully met and provides demonstrable added value.	<b>5</b>
<b>Good</b>	Fully meets the requirement - The evidence demonstrates that the requirement is fully met.	<b>4</b>
<b>Satisfactory</b>	Almost meets the requirement - Evidence provided shows that the requirement is met but MINOR reservations exist about the quality or extent of the evidence provided.	<b>3</b>
<b>Poor</b>	Partially meets the requirements - Evidence provided shows that the requirement is partially met but SIGNIFICANT reservations exist about the quality or extent of the evidence provided.	<b>2</b>
<b>Unacceptable</b>	Fails to meet the requirements - Failed to demonstrate or provide evidence of an ability to meet the requirement	<b>1</b>
<b>Non-compliant</b>	Fails to provide the required information.	<b>0</b>

If the overall combined scores for any section is below an average of three, then the overall bid *will fail and will not be considered any further*. Each is weighted as a percentage of the overall score.

- 4. Checklist:** You must complete the Checklist to ensure all required documents have been completed.

### **Format and Questions**

- Font should be size 12 Arial;
- Strictly limited to page count outlined under each criteria;
- Additional diagrams, charts must be clearly labelled;
- Bids should be a maximum of 33 pages in length (excluding copies of requested policies and documents).

### **Clarification Questions**

- Clarification questions should be emailed to **tender@mopac.london.gov.uk** by 5pm, 20 November 2017 with the subject: **DIP REVIEW**. All questions submitted will be responded to and made publically available to all bidders on MOPAC's website. No direct contact should be made with MOPAC officers. Any attempt to communicate may result in your tender being disqualified. All communications should, in the first instance, be sent to **tender@mopac.london.gov.uk**

### **Step 2: Submit bid**

You should email your bid to the following email address: **tender@mopac.london.gov.uk** by 5pm, 7 December 2017 with the subject: **DIP REVIEW**. If you have not had an acknowledgement from us that we have received the bid within one working day of submission, please contact us to ensure receipt of bid.

### **Step 3: Grant awarded and notice to unsuccessful providers**

Please see page 13 for expected dates of notification. All bidders will be emailed directly to inform them of the outcome of the bid.

## PART C: SPECIFICATION

**Deadline – 5pm, 7 December 2017**

### 1. Cover sheet

<b>Review of Drug Intervention Programmes in London</b>	
<b>Organisation name</b>	
<b>Name*</b>	
<b>Position within the organisation</b>	
<b>Address</b>	
<b>Telephone number</b>	
<b>Alternative telephone number</b>	
<b>Email</b>	
<b>Alternative email</b>	
<b>Date</b>	
<b>Signature</b>	

\*To be signed by an Officer who has authority to do so on behalf of the organisation.

I certify that the information provided is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the ITT. I understand and accept that false information could result in rejection of the organisation's tender.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer any gifts or consideration whatsoever as an inducement or reward to any servant of a Public Body. I also understand that any such action will lead MOPAC to cancel any contract currently in force and will result in rejection of the Company's application to tender and the cancellation of any contract (if awarded).



## 2. Essential criteria

Ref	Essential criteria	Confirm you meet the criteria Response - no more than 300 words for each point – where relevant
		Yes / No
1	<b>Reference:</b> Provide a minimum of two references. These should be <i>references</i> with contact details should there be further questions.	
2	<b>Accounts:</b> Provide two years of audited accounts.	
3	<b>Structure Chart and Confirmation of lead:</b> All bidders must provide a structure diagram, details of the key roles, responsibilities and reporting lines.	
4	<b>Terms and Conditions:</b> All bidders must indicate that they are content with the terms and conditions as set out in MOPAC’s standard grant agreement. See Appendix B	
5	<b>Recent Partners:</b> All bidders must provide details of the last two areas/organisations, where they have worked together with authorisation for MOPAC to contact them (if not part of your submitted references).	
6	<b>Safeguarding:</b> All bidders must provide assurance that front line staff have been DBS checked or provision of appropriate policy and processes to ensure oversight and safeguarding are taken into account when working with vulnerable people. All bidders should provide copies of their safeguarding policies and risk management processes. Bidders should also show evidence of safeguarding training.	
7	<b>Equal Opportunities:</b> All bidders must demonstrate commitment to equal opportunities and understanding of equality issues. All providers and services must be compliant with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC (and its providers	

Ref	Essential criteria	Confirm you meet the criteria Response - no more than 300 words for each point – where relevant
		Yes / No
	and services) to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. Equal opportunities policies must be provided. If the bid is from a consortium, these must be provided from all agencies involved.	
8	<b>Budget:</b> All bidders must provide a breakdown of how funding will be allocated. MOPAC expects proposals to stay within the overall funding, with any on-costs and overheads to be built within this amount.	
9	<b>Sub-contracting:</b> All bidders must provide details of any services that may be sub-contracted to a 3rd party during the contract period and must give details of those sub-contractors.	
10	<b>Insurance:</b> All bidders must have adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance. Professional Indemnity - £1M Employers Liability - £10M Public/Products Liability - £10M	
11	<b>Health and Safety:</b> Health and Safety (H&S) regulations stipulate if a company has 5 or more employees it is obliged to have an H&S policy. Please confirm the following for all providers:  1. That your organisation has a written Health and Safety at Work Policy?  2. Please confirm your organisation complies with the Health and Safety at Work Act 1974?	

Ref	Essential criteria	Confirm you meet the criteria Response - no more than 300 words for each point – where relevant
		Yes / No
	<ol style="list-style-type: none"> <li>3. Your organisation trains its staff in Health and Safety?</li> <li>4. Please provide a copy of your H&amp;S policy.</li> </ol>	
12	<p><b>Health and Safety continued:</b> Under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (1995) (RIDDOR), how many reportable incidents and dangerous occurrences (near misses) has your company had?</p> <p>For each occurrence please define:</p> <ol style="list-style-type: none"> <li>1. The date(s) when the incident occurred;</li> <li>2. What the incident involved;</li> <li>3. How the incident was recorded and</li> <li>4. What actions have been taken since the occurrence to mitigate future risk</li> </ol>	

### 3. Key criteria

Ref	Criteria	Maximum score
<b>1</b>	<b>Effective Implementation: 25%</b> Effective and timely implementation of review	
1.1	Provide a detailed delivery plan for of all elements (Parts 1, 2 and 3) of the review, including early identified potential risks and mitigation.  This should include identification of key activities, milestones, risk and contingency arrangements, as well as work with MOPAC and other partners during this period to enable fast mobilisation of the review.	5
<b>Enter response here</b> (4 pages maximum in this section):		
1.2	All bidders must explain their understanding of the aims of DIP and the impact of offending driven by substance misuse in London.  This review will need to be undertaken in a way that manages the different approaches and set ups across London boroughs. All bidders must outline how their approach will tackle these challenges and incorporate them into a London wide review.	5
<b>Enter response here</b> (4 pages maximum in this section):		
<b>2</b>	<b>Engagement of key stakeholders: 15%</b> Approach to engaging key stakeholders involved in delivery of these services	
2.1	All bidders must outline their expertise and experience of working with a large range of stakeholders, including, but not limited, to local and regional government; VCS and the police.	5
<b>Enter response here</b> (3 pages maximum in this section):		
2.2	All bidders must explain how they will ensure that service users, service providers and other criminal justice partners will be engaged in the review, including an engagement plan for the first month.	5
<b>Enter response here</b> (3 pages maximum in this section):		
<b>3</b>	<b>Analysis and evaluation: 25%</b> Experience and expertise in tackling complex data sets and presenting the findings in a meaningful manner	
3.1	All bidders must provide examples of their experience of successfully accessing data from multiple agencies	5
<b>Enter response here</b> (3 pages maximum in this section):		

3.2	All bidders must demonstrate how they intend to perform the analytical and evaluation aspect of this review	5
<b>Enter response here</b> (3 pages maximum in this section):		

3.3	All bidders must explain their experience in using complex sets of data (both qualitative and quantitative) to provide evidence based findings for service improvement	5
<b>Enter response here</b> (3 pages maximum in this section):		

<b>4</b>	<b>Review and Recommendations: 25%</b> Experience and expertise in conducting this type of review and providing realistic, implementable and impactful recommendations for future approaches	
4.1	All bidders must outline their expertise and experience of conducting reviews of existing programmes of work to ascertain impact and best use of resources, and providing subsequent implementable recommendations for improvement.	5
<b>Enter response here</b> (3 pages maximum in this section):		

4.2	All bidders must outline how they will ensure recommendations from this review will be achievable by the wide range of partners involved	5
<b>Enter response here</b> (3 pages maximum in this section):		

<b>5</b>	<b>Value for Money: 10%</b> Experience and expertise in tackling complex data sets and presenting the findings in a meaningful manner	
5.1	We want to ensure that the review, in its delivery and future recommendations, provides value for money. Outline how your approach will do this.	5
<b>Enter response here</b> (2 page maximum in this section):		

5.2	Provide a detailed budget breakdown, detailing each major cost line	5
<b>Enter response here</b> (2 pages maximum in this section):		

## 4. Checklist

Number	Relevant Section	Name of document	Have you included?
1	Part C: Section 1	Cover Sheet	Yes / No
2	Part C: Section 2: Essential Criteria: 1	Two completed references (for each provider named on the bid)	Yes / No
3	Part C: Section 2: Essential Criteria: 2	Two years audited accounts (for each provider named on the bid)	Yes / No
4	Part C: Section 2: Essential Criteria: 3	Letter confirming lead organisation and structure diagram	Yes / No
5	Part C: Section 2: Essential Criteria: 4	Terms and Conditions	Yes / No
6	Part C: Section 2: Essential Criteria: 5	Recent Partners	Yes / No
7	Part C: Section 2: Essential Criteria: 6	Safeguarding Policy and Risk Management Process (for each provider named on the bid)	Yes / No
8	Part C: Section 2: Essential Criteria: 7	Equal Opportunities Policy (for each provider named on the bid)	Yes / No
9	Part C: Section 2: Essential Criteria: 8	Budget	Yes / No
10	Part C: Section 2: Essential Criteria: 9	Sub-contracting	Yes / No
11	Part C: Section 2: Essential Criteria: 10	Evidence of Insurance Policies (for each provider named on the bid)	Yes / No
12	Part C: Section 2: Essential Criteria: 11 and 12	Health and Safety Policy (for each provider named on the bid)	Yes / No
13	Part C: Section 3	Key Criteria	Yes / No
14	Part C: Section 4 (this document)	Check List completed	Yes / No

**Add any additional appendices or supporting information not covered by the above and clearly label.**


## PART D: APPENDICES

### Appendix A

#### Membership of Reducing Reoffending Board

Organisation	Position
Mayor's Office for Policing And Crime <b>(CHAIR)</b>	Director for Integrated Offender Management, Programmes and Neighbourhoods
Clinks	Head of Strategic Development
Crown Prosecution Service	Area Business Manager
London Community Rehabilitation Company	Director of Probation
Department of Work and Pensions	Group Partnership Manager London
Chief Executives of London Committee	Chief Executive - London lead for crime
Her Majesty's Courts and Tribunal Service	Head Of Crime
Her Majesty's Prisons and Probation Service	Governor of HMP Wormwood Scrubs
Home Office	Head of Offender Strategies, Drugs, Alcohol and Community Safety Directorate
Land Securities	Head of Economy and Community (nominated business representative)
London Heads Of Community Safety	LHOCS Chair
London Councils	Principal Policy and Project Officer
Ministry of Justice	Deputy Director For London and South East
Ministry of Justice	Chief Statistician
Metropolitan Police Service	Commander with responsibility for offender management
National Health Service England	Director of Public Health Commissioning, Health in the Justice System and Military Health
National Probation Service	Deputy Director for London
Public Health England	Director of Public Health
Youth Justice Board	Head of Business Area - England

# Appendix B

## MOPAC Standard Grant Terms & Conditions

# M O P A C

**MAYOR OF LONDON**  
OFFICE FOR POLICING AND CRIME

### MOPAC Grant Agreement template

Mayor's Office for Policing And Crime

and

XXXXX

For the provision of XXXXXXXXXX

Dated



**FRONT SHEET FOR GRANT AGREEMENT**

**This agreement** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20XX

**Between:**

- (1) The Mayor's Office for Policing And Crime of City Hall, The Queen's Walk, London SE1 2AA ("**the Authority**"); and
- (2) xxxxxx ("**the Recipient**").

**Background:**

The Authority wishes to provide a grant to the Recipient to assist with the cost of the Funded Activities.

The Recipient has agreed that the grant will be made subject to the terms of this Agreement (comprising this Front Sheet and the attached Terms and Conditions). The Authority considers that the grant will secure or contribute to securing the reduction of crime and disorder in the Metropolitan Police District.

**Funded Activities**

Between XX/XX/20XX ("**Start Date**") and XX/XX/20XX ("**End Date**"), the Authority has agreed to provide a Grant in the amount of £xxxxx (the "**Maximum Grant**") to the Recipient. The purpose of the Grant shall be to provide xxxxxxxx (the "**Funded Activities**"). The Recipient shall be permitted to use the Grant monies to pay for resources to facilitate the Funded Activities ("**Eligible Expenditure**").

**Grant Payment Profile:**

<b>Quarter 1</b>	
<b>Quarter 2</b>	
<b>Quarter 3</b>	
<b>Quarter 4</b>	

**Signed on behalf of xxxx**

\_\_\_\_\_  
**Authorised signatory**

**Signed on behalf of the Mayor's Office for Policing And Crime**

\_\_\_\_\_  
**Authorised signatory for the Mayor's Office for Policing And Crime**

## Terms and Conditions for Provision of Grant

1. **Definitions and interpretation**
- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:
  - "**Agreement**" means the agreement between the Authority and the Recipient for provision of the Grant, comprising these Terms and Conditions and the Front Sheet
  - "**Authority**" means the The Mayor's Office for Policing And Crime of City Hall, The Queen's Walk, London SE1 2AA
  - "**Authority Contact Officer**" means the person appointed as such pursuant to clause 19.1
  - "**Confirmation Certificate**" means the certificate to be completed by the Recipient in accordance with Clauses 4.2 and 6.2 in the form set out as Schedule 1 to these Terms and Conditions
  - "**Contracting Authority**" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006
  - "**Eligible Expenditure**" means the expenditure for which Grant monies may be used as set out on the Front Sheet excluding the items listed in clause 5
  - "**Expiry Date**" means the date specified as such on the Front Sheet
  - "**FOI Legislation**" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation
  - "**Financial Year**" means the twelve month period falling between 1 April and 31 March inclusive
  - "**Funded Activities**" means the activities described on the Front Sheet
  - "**Funding Period**" means the Financial Year(s) and part Financial Year(s) between the Start Date and Expiry Date
  - "**Grant**" means the grant funding that the Authority has agreed to pay to the Recipient in respect of the Funded Activities as specified on the Front Sheet
  - "**Grant Payment Profile**" means the details as set out on the Front Sheet and as may be updated by the parties from time to time in accordance with clause 6.5
  - "**Party**" means the Authority and the Recipient
  - "**Purpose**" means the purpose of performing the Funded Activities and any other specific purpose(s) identified on the Front Sheet
  - "**Recipient**" means the party identified as such on the Front Sheet
  - "**Recipient Contact Officer**" means the person appointed as such pursuant to clause 19.1
  - "**Start Date**" means the date specified as such on the Front Sheet
- 1.2 In this Agreement, unless the context otherwise requires:
  - 1.2.1 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
  - 1.2.2 any reference to the singular shall include the plural and vice versa;
  - 1.2.3 references to any party to this Agreement include its successors-in-title and permitted assignees;
  - 1.2.4 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;
  - 1.2.5 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2. **Grant offer**
- 2.1 Subject to the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Recipient as a contribution towards Eligible Expenditure.
- 2.2 The Recipient acknowledges that the Authority agrees to provide Grant funding only up to the maximum amount of Grant specified on the Front Sheet, for the Funding Period and for the Purpose.
- 2.3 The Recipient shall procure that the Grant shall be used solely to meet Eligible Expenditure for the purpose of delivering the Funded Activities.
- 2.4 The Recipient shall perform the Funded Activities in accordance with the information specified on the Front Sheet and using all reasonable care, skill and diligence.
3. **Amount of Grant**
- 3.1 The Parties agree that the Grant to be paid by the Authority pursuant to this Agreement shall represent a contribution towards Eligible Expenditure (which

- include expenses) properly incurred by the Recipient in performing the Funded Activities.
- 3.2 No sums other than those identified on the Front Sheet are payable by the Authority to the Recipient under this Agreement.
4. **Payment of Grant**
- 4.1 In support of any payment of Grant, the Recipient shall provide the Authority with the following documents:
- 4.1.1 a completed Confirmation Certificate; and
- 4.1.2 such other supporting documentation as the Authority may reasonably specify that evidences the expenditure on Eligible Expenditure.
- 4.2 The Recipient shall provide such additional information and documentation as the Authority may reasonably request to assist the Authority with its assessment of whether Funded Activities have been completed in accordance with the requirements of this Agreement.
- 4.3 The Authority may normally agree to pay Grant monies in advance in circumstances where it is necessary to do so to enable the Funded Activities to progress. If the Authority agrees to pay Grant monies in staged payments, then in order to claim instalments of Grant the Recipient must submit a Confirmation Certificate together with evidence demonstrating that Grant monies paid under the previous instalment of Grant have been used for the purposes of Eligible Expenditure.
5. **Eligible Expenditure**
- 5.1 Eligible Expenditure does not include and the Recipient shall not be entitled to claim any Grant funding in respect of:
- 5.1.1 any expenditure of a party political or exclusively religious nature;
- 5.1.2 any recoverable VAT incurred;
- 5.1.3 any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake;
- 5.1.4 any liability arising out of negligence on the part of the Recipient or any of its officers, employees or sub-contractors;
- 5.1.5 any interest on debt;
- 5.1.6 any costs incurred in relation to the Funded Activities prior
- to the date of this Agreement.
- 5.2 For the avoidance of doubt, the Grant will only be payable in respect of Eligible Expenditure that is incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.
6. **Managing the Grant**
- 6.1 At the end of the Funding Period the Recipient shall submit to the Authority a Confirmation Certificate. The Recipient shall ensure that Confirmation Certificates submitted to the Authority pursuant to this Clause 6.1:
- 6.1.1 are signed by the Recipient's Treasurer, Chief Finance Officer or equivalent;
- 6.1.2 contain a detailed breakdown of expenditure by reference to the Grant Payment Profile for the previous Financial Year; and
- 6.1.3 are accompanied by a statement detailing the outcomes accomplished by virtue of completion of the Funded Activities.
- 6.2 The Recipient shall, as soon as reasonably practicable, report to the Authority any variations to the forecasted spending on the Funded Activity.
- 6.3 If an overpayment of the Grant has been made the Authority shall be entitled to recover the overpayment.
- 6.4 If the timing of completion of any of the Funded Activities changes, the Recipient shall notify the Authority as soon as reasonably practicable of the reasons for the changes and the new anticipated dates for completion. If the proposed new dates for completion of Funded Activities are acceptable to the Authority, the parties shall update the Grant Payment Profile accordingly. If the Authority reasonably considers that the changes to the dates for completion of the Funded Activities places at risk the Recipient's ability to complete the Funded Activities or frustrates the objectives of this Agreement, the Authority shall be entitled to terminate this Agreement immediately upon written notice.
- 6.5 The Recipient shall procure that its Treasurer, Chief Finance Officer, or equivalent shall ensure that:
- 6.5.1 appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure; and

- 6.5.2 where the Grant is wholly meeting the cost of a specific project the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.6 The Authority may ask the Recipient to clarify information provided to it in respect of this Agreement. If so, the Recipient shall comply with any reasonable request.
- 7. Records to be kept**
- 7.1 The Recipient shall:
- 7.1.1 maintain and operate effective monitoring and financial management systems; and
- 7.1.2 keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds and any other relevant documentation, whether in written or electronic form.
- 8. Audit and inspection**
- 8.1 The Recipient shall, as and when required by such inspecting/auditing parties, permit any officer or officers of the Authority, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for the Authority) or their nominees to:
- 8.1.1 visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Agreement);
- 8.1.2 have access to Recipient personnel for any purpose including ensuring any reasonable security concerns of the Recipient are met; and/or
- 8.1.3 examine and take copies of the Recipient's books of account and such other documents or records,
- which may reasonably relate to the use of the Grant and/or compliance with the terms of this Agreement (including as may be relevant to an assessment of the economy, efficiency and effectiveness with which the Grant has been used). All such audit assistance shall be provided at no charge to the Authority, the external auditing bodies or their nominees.
- 8.2 The Authority shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to Clause 8.1.
- 8.3 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal audit programme. The Recipient shall ensure that the Grant is not separately identifiable in any public accounts or financial reporting issued by the Recipient.
- 9. Compliance with applicable law**
- 9.1 The Recipient shall ensure that in carrying out the Funded Activities and performing its obligations under this Agreement, the Recipient shall comply with all applicable laws and regulations.
- 9.2 The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Agreement causes the Authority to be in breach of any applicable laws or regulations.
- 10. Value for money**
- 10.1 The Recipient shall demonstrate, if required, to the satisfaction of the Authority that it has:
- 10.1.1 provided best value for money; and
- 10.1.2 acted in a fair, open and non-discriminatory manner,
- in relation to the procurement of goods and services which are procured using Grant monies and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Activities. The Authority reserves the right to withhold all or any payments of the Grant to the extent it believes the associated goods and/or services do not provide best value for money. The Recipient shall be given reasonable opportunity to provide additional information and submissions to demonstrate that the Recipient has complied with this Clause 10.
- 10.2 In procuring any goods or services using Grant monies, the Recipient shall, subject to the terms of this Agreement, ensure that it follows open and competitive procurement procedures.
- 11. Withholding and repayment of grant**
- 11.1 Subject to Clause 11.3, if the Recipient fails to comply with any of the terms and conditions set out in this Agreement, or if any of the events mentioned in Clause 11.2 occur, then the Authority may reduce,

- suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Authority shall not unreasonably withhold payment or unreasonably demand repayment from the Recipient. The Recipient shall repay any amount required to be repaid under this Clause within 30 days of receiving the demand for repayment.
- 11.2 The events referred to in Clause 11.1 are as follows:
- 11.2.1 any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers it to be material;
- 11.2.2 the Recipient takes what the Authority considers to be inadequate measures to investigate and resolve any reported irregularity;
- 11.2.3 the Authority reasonably considers that there has been unsatisfactory progress towards completion of the Funded Activities or that there has been a material, adverse change in respect of the nature, expenditure, timing or any other aspect of the Funded Activities or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient); or
- 11.2.4 the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;
- 11.2.5 the Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator;
- 11.2.6 a decision is made by UK Government or by the European Commission and/or an obligation arises
- under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
- 11.2.7 the Authority reasonably considers that payment of the Grant or any part of it would be in breach of European Union state aid rules;
- 11.2.8 this Agreement is terminated by the Authority under Clause 6.5 or 18.3;
- 11.2.9 the Authority is unable to provide the Grant funding due to an internal policy decision or due to funding cuts.
- 11.3 If the Grant is withdrawn by the Authority under Clause 11.2.9, the Authority shall not require repayment of any Grant monies paid to the Recipient prior to the date of withdrawal.
12. **Insurance**
- 12.1 The Recipient shall ensure at all times maintain adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance to the Authority on request.
13. **Liability**
- 13.1 The Authority does not guarantee or underwrite the performance of any goods or materials purchased using Grant monies.
- 13.2 The Recipient shall indemnify and keep indemnified the Authority, its officers and employees from and against all claims, costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities made against, suffered, or incurred by any of them and arising out of or in connection with the Recipient's activities in connection with the Grant or the Funded Activities, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by the negligence of the Authority.
14. **Confidentiality**
- 14.1 The Recipient shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the Authority. The Recipient shall not use or disclose the Authority's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing

- its obligations or exercising its rights under this Agreement. The Recipient shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 14.
- 14.2 The obligations on the Recipient set out in Clause 14 shall not apply to any information to the extent that such information:
- 14.2.1 is publicly available or becomes publicly available through no act or omission of that party;
- 14.2.2 is required to be disclosed by law.
- 14.3 The provisions of this Clause 14 shall survive any termination of this Agreement
15. **Freedom of Information**
- 15.1 Each party shall provide all reasonable assistance to the other to enable the other to comply with any request received by it under the FOI Legislation.
- 15.2 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether information is exempt from disclosure in accordance with the provisions of the FOI Legislation.
- 15.3 Where the Recipient is not an authority for the purposes of the FOI Legislation, in no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by the Authority.
16. **Data Protection**
- 16.1 For the purposes of this Clause 16, the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.
- 16.2 To the extent that either party is required to process personal data on behalf of the other party for the purposes of performing its obligations under this Agreement, that party shall:
- 16.2.1 process personal data only in accordance with instructions from the other party;
- 16.2.2 process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;
- 16.2.3 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
- 16.2.4 not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and
- 16.2.5 return the personal data to the other party on termination of this Agreement.
17. **Transparency Agenda**
- 17.1 The Recipient acknowledges that the Authority may disclose payments made against this Agreement of value £500.00 and above, in accordance with the Government's transparency agenda. However, no information shall be disclosed if such disclosure would be in breach of the Data Protection Act or is exempted from disclosure under the Freedom of Information Act.
- 17.2 In circumstances where the Authority may be required to disclose details of payments made under this Grant pursuant to the Government's transparency agenda, the Authority will use all reasonable endeavours to notify the Recipient in advance of any such required disclosure.
18. **Prevention of Corruption**
- 18.1 Each party warrants that this Agreement has not been obtained or entered into as result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 and where appropriate section 117(2) of the Local Government Act 1972.
- 18.2 Each party shall:
- 18.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 18.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be

- paid by it or on its behalf or to its knowledge, unless before the agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.
- 18.3 Any breach of this Clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
19. **Governance**
- 19.1 The Authority shall appoint the Authority Contact Officer to represent the Authority as follows:
- 19.1.1 in respect of day to day all matters relating to this Agreement; and
- 19.1.2 to liaise with the Recipient Contact Officer.
- 19.2 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
- 19.2.1 in respect of all day to day matters relating to this Agreement; and
- 19.2.2 to liaise with the Authority Contact Officer.
- 19.3 The Authority Contact Officer shall be responsible for all financial matters relating to the payment of the Grant, including the resolution of any related disputes.
20. **Dispute Resolution**
- 20.1 Any dispute arising out of or in respect of this Agreement shall be referred for resolution to the Authority Contact Officer and the Recipient Contact Officer.
- 20.2 Any dispute unresolved within twenty (20) Business Days of referral shall be referred to each parties Treasurer, Chief Finance Officer or equivalent.
21. **General**
- 21.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
- 21.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 21.3 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 21.4 This Agreement is personal to the Recipient and the Recipient shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Authority.
- 21.5 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 21.6 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submit.