

Freedom of Information Request
Received 21 November 2023, 08:31

Details of whatever agreement was in place between the Scottish Government and the Promise Scotland to deliver any work involving Frazer McKinlay prior to Mr McKinlay becoming Chief Executive of the Promise Scotland.

Please find attached the proposal from the Scottish Government (September 2021) and the proposal in response from The Promise Scotland (6 October 2021). These relate to work done by Fraser McKinlay to set up the Whole Family Wellbeing Fund.

Proposed Terms of Role for Fraser McKinlay, The Promise to support Scottish Government priorities

Fraser McKinlay is an independent consultant currently contracted by The Promise Scotland to support its Human and Economic Cost Modelling (HECM) activity. It is proposed that the services of Fraser McKinlay are contracted through The Promise Scotland to support Scottish Government activity across two key related areas:

- A) Design, Delivery and Evaluation of the Whole Family Wellbeing Fund
- B) Design, Delivery and Evaluation of a cross-government programme to test and scale whole system change in Family Support with local areas

Whole Family Support is one of the five priority areas in the Promise Plan 21-24, and a core part of the Promise Change Programme One. The work outlined below is central to how Scottish Government intends to respond to these commitments. The Fund will enable and support transformational change across the country to support local and national systems to delivery family support in line with the vision asset out by the COVID 19 Collective Leadership Group in 2020, and to help #KeepthePromise.

A) Design, Delivery and Evaluation of the Whole Family Wellbeing Fund

Ministers recently made the commitment in Programme for Government to a £500m Whole Family Wellbeing Fund over the lifetime of the Parliament to reduce crisis interventions and keep children and young people with their families. The Fund is intended to enable the building of universal, holistic support services, available in communities across Scotland, given families access to the help they need, where and when they need it. The Fund should reduce the need to crisis intervention and contribute to improving people's lives across a wide range of areas, including but not limited to, child and adolescent mental health, child poverty, alcohol and drugs misuse, and educational attainment.

The Fund aims to help us shift the investment in families towards prevention. It will enable the systemic transformation required to help deliver the ambition that from 2030 we will be investing at least 5% of all community-based health and social care spend in preventative whole family support measures. The long term aim is that we sustainably #KeepthePromise and create a Scotland where more children will only know care, compassion and love, and not a 'care system'.

Delivering and evaluating the Fund will be a long term piece of work across the lifetime of the Parliament. Immediate work for this Financial Year, can be categorised under 3 key strands, which need to be progressed in parallel:

1) **Agreeing funding sources:** The immediate priority, in the context of the forthcoming spending review and draft budget is to agree a cross-portfolio approach to securing a) the available budget for the remainder of 2021-22; b) the budget for 2022-23; and c) the budget for forthcoming years. It is proposed that initial focus is placed on a) and b). It is envisaged that Fraser would support our discussions with portfolios and SG Finance to identify and agree budget contributions.

Timescales: October 2021 to December 2021 for immediate work, but with ongoing discussion about future years.

2) **Designing the Fund:** We want to engage widely with the sector and children and families in the design of the Fund – to agree areas such as scope, content, criteria, outcomes, governance, evaluation, and delivery mechanisms. It is envisaged that Fraser would work in partnership with us to deliver this activity, including leading some of the external engagement.

Timescales: October 2021 to end March 2022.

3) **Delivering Funding in 2021-22:** We are keen to put out any available funding for this financial year in a light touch way which remains in line with our aspiration that funding should support transformational change. Funding needs to be provided for what we know works but remains in line with our principles. It is not envisaged that this work would be a key focus for Fraser, aside from ongoing advice to ensure that the outcomes for this funding are in line with our longer terms ambitions for the Fund.

Timescales: October 2021 – November 2021.

Underpinning this activity will be work with SG Finance colleagues to explore how the SG's might apply the HECM principles more broadly, as part of SG's efforts to develop an outcomes-based approach to budgeting and resourcing. This will have an initial focus on the Fund but could be developed more broadly as work progresses.

B) Design, Delivery and Evaluation of a cross-government programme to test and scale whole system change in Family Support with local areas

Alongside the strategic design and delivery of the Fund and its financial structure, there will be ongoing work to support delivery of programmes which are enabled by the Fund. While many of these are still to be decided, there is a core of current activity initiated by the Family Support Delivery Group which form the basis of the Fund's programme of activity, and with which we must not lose momentum. A significant workstream plans to work with Social Justice and SIP colleagues to develop a joint programme of supporting local areas to scale and test whole system change to deliver the vision for holistic whole family support, and the relevant elements of the Promise Change Programme ONE.

It is envisaged that Fraser would provide leadership support to look at how the principles of the SIP approach and the ambitions of the FSDG's transformational agenda can be brought together to make significant whole system change to the provision of family support, including the use of family wellbeing budgets. Initial work which Fraser would support is set out below, alongside indicative timescales:

- Engagement with SIP/Social Justice and FSDG/Family Support partners to develop consensus on purpose and scope of activity, and develop associated high level programme.

Timescale: October 2021

- Secure agreement to relevant Fund investment to this activity, through appropriate governance and decision making structures.

Timescale: November 2021

- Refine detail of programme, and undertake relevant preparation work.
Timescale: November – January 2021
- Implementation of programme, which is likely to involve multiple strands working directly with local areas to support improvement, implementation and scale up.
Timescale: January 2022 – January 2024

Timescales

It is proposed that these terms of engagement should extend to the end of financial year 2021-22, with the mutual expectation that they be refreshed and extended for the following financial year.

Remuneration

Remuneration for Fraser's services will be paid to The Promise Scotland.

Time commitment

It is expected that the work detailed above will require 10-12 days per month until March 2022, managed flexibly to take account of varying pressures.



Supporting the development and delivery of the Whole Family Wellbeing Fund
– proposal from The Promise Scotland

Contents

Introduction and background2

Context2

The Promise Scotland and Fraser McKinlay – what would we bring?3

Transforming Whole Family Wellbeing – what would we do?4

Developing, delivering, evaluating the Whole Family Wellbeing Fund – what would we need?6

Introduction and background

The 2021/22 Programme for Government included a commitment to invest at least £500m over the life of this Parliament in a Whole Family Wellbeing Fund. This investment will lead to at least 5% of total community-based health and social care spend being invested in preventative family wellbeing measures by 2030.

This provides an opportunity to deliver genuinely transformational and sustainable change in how children, young people and families in communities across Scotland are supported. These commitments will be important elements of Scotland's ability to #KeepThePromise by 2030, as articulated in Plan 21-24 and Change Programme One.

This short proposal sets out how we might take that work forward, ensuring that the £500m is spent wisely, and in ways that deliver meaningful, sustainable change. It responds to the proposed terms of engagement produced by the Scottish Government on 29 September and builds on the existing partnership between Fraser McKinlay and The Promise Scotland.

It also builds on the discussion with the Cabinet Secretary for Finance and Economy, held on 16 September and fulfils the action agreed that The Promise Scotland would send a proposal to the Cabinet Secretary to work with SG colleagues on how we use money differently to improve outcomes for children, young people and families.

Context

As we emerge from the Covid-19 pandemic, the challenges ahead are significant but not insurmountable. There is strong consensus that we cannot simply return to the old ways of doing things and that we need to take the opportunity to rethink and redesign our economy, our society and our public services. The Scottish Government's Covid Recovery Strategy sets out how that work will be taken forward, with the wellbeing of children and young people being one of the three key outcomes contained in the strategy.

Ten years on from the Christie Commission, much has been said and written about the need for earlier intervention and preventative ways of working. This must involve a serious conversation about how we are using public money. Collectively, we need to be much more challenging of spending it in ways that we know do not work in the long term. The Deputy First Minister and the Cabinet Secretary for Finance and the Economy have been very clear about the need for cross boundary working and challenging the status quo.

There is consensus that properly co-designed, locally delivered, holistic whole family support can make a significant contribution to improved outcomes across a range of policy areas. It is one of the five priority areas identified in Plan 21-24, and is therefore central to #KeepingThe Promise by 2030. Access to locally designed, locally delivered family wellbeing services can lead to improved outcomes across policy areas, including:

- Poverty and child poverty
- Alcohol and drugs misuse
- Mental health
- Community justice
- Early learning and childcare
- The potential establishment of a National Care Service
- The poverty related attainment gap
- The development of a wellbeing economy.

There has already been a lot of work done around what good family wellbeing services and support looks like. Together, these things, and others, provide a solid foundation from which Scotland can build a genuinely universal and holistic approach to family wellbeing, co-designed with children, young people and families, and supported by a highly skilled and valued workforce. For example:

- The work of the Family Support Delivery Group – the significant investment in the development of the blueprint for whole family support, alongside the route-map and the priority workstreams, provide strong foundations on which to build
- The Promise Design School – the design school will be critical as we ensure that the voices and participation of children, young people and families are at the heart of the development and delivery of the Fund
- Social Innovation Partnership – the SIP has been working with local partners and community social entrepreneurs for the last five years, building relational approaches to family support, tackling poverty and reducing inequality in local communities
- The Promise Partnership – several of the funded Promise Partnership projects are looking to develop and / or redesign family wellbeing support services
- Existing family wellbeing services across the country – there are already good examples of family wellbeing services, including approaches to family wellbeing budgets, being delivered by public and third sector partners across the country. There is much to learn from here.

The Promise Scotland and Fraser McKinlay – what would we bring?

The Promise Scotland is responsible for driving the work of change demanded by the findings of the [Independent Care Review](#). But The Promise Scotland cannot deliver that change – that responsibility lies with statutory organisations and their partners.

As [Change Programme ONE](#) says, ‘The Promise Scotland will make support offers to organisations working to #KeepThePromise... there will be a leadership role in bringing together and working alongside organisations to achieve change.’ This, in simple terms, is the role that Fraser can play in relation to the Whole Family Wellbeing Fund.

Fraser is currently leading the work to develop and implement the principles of the human and economic cost modelling (HECM) approach, as set out in ‘[The Money](#)’ and ‘[Follow the Money](#)’. The route-map for the local focus of that work focuses primarily on three local places (Clackmannanshire, North Lanarkshire and Scottish Borders). Through working in these places, and with families, we are looking to answer three key questions:

- How are we currently spending our money on children, young people and families in and around the care system?
- How must we spend that money differently to improve outcomes and value for money?
- How do we need to invest to get from where we are now, to where we need to be in future?

In essence, we propose to apply these questions on a national basis to the development and implementation of the Whole Family Wellbeing Fund, and the human outcomes focus HECM provided to the evaluation of the Fund. Working in this way across development and implementation will also allow us to explore the extent to which HECM principles could be applied more broadly to Scottish Government budget and spending plans. Therefore, as outlined in the proposed terms of engagement, we will discuss this further with colleagues in the Budget and Public Spending Directorate. Similarly, it is critical that the work to embed HECM nationally is aligned with the local area work and wider work programmes, the involvement of The Promise Scotland and Fraser will facilitate this, ensuring silos are broken down, not added to.

A partnership between The Promise Scotland and Fraser McKinlay will ensure a strong focus on the big picture and offers opportunity to maximise alignment to wider change work underway across Scotland.

Transforming Whole Family Wellbeing – what would we do?

There is a need to quickly establish ways of working that recognise that significant systems change is needed. While there have been ‘change funds’ before, they haven’t always delivered the sustainable and transformational change envisaged. This Fund needs to be different and presents an opportunity to do so in both human and economic terms.

It is insufficient to simply develop, deliver and evaluate the £500m Whole Family Wellbeing Fund. A key part of the development of the Fund will be ensuring it provides a means of delivering the ambition to invest at least 5% of total community-based health and social care spend annually in preventative family wellbeing measures by 2030.

This creates the need for two parallel and interconnected purposes:

- Short-term development, delivery and evaluation of the Fund; and
- Long-term use of the Fund as a vehicle to achieving long-term investment.

In both, there is a need to ensure this does not become another silo-ed add on to a ‘system’ that is already struggling to meet outcomes. The aim of the Fund, both short- and long-term, must be to shift the national, not just improve the local. To that end, and reflective of the work already undertaken by the Independent Care Review and others, the short- and long-term purposes of the Fund can be considered to be aiming towards two interlinked and interdependent, key outcomes:

- To improve family wellbeing across Scotland
 - including family support provision.
- To reduce the number of children entering the ‘care system’
 - by making sure families are better supported.

The Fund is not the only area of policy or activity that is focused on achieving these outcomes, nor that could benefit from them being met. Therefore, collaborative working across Scottish Government and full alignment to the wider work underway to #KeepThePromise is key to success.

The Scottish Government’s proposed terms of engagement envisages two areas of work that would benefit from the support of Fraser McKinlay, working in partnership with The Promise Scotland:

A) Design, Delivery and Evaluation of the Whole Family Wellbeing Fund

B) Design, Delivery and Evaluation of a cross-government programme to test and scale whole system change in Family Support with local areas

At the outset, it is important to be clear that responsibility for delivery still lies firmly with the Scottish Government, local government and their partners.

The Promise Scotland and Fraser would focus on being facilitative, influencing change without any formal levers, to ensure that the fund is developed and delivered in ways that will #KeepThePromise. In his leadership of the work programme, Fraser would focus on:

- **Purpose** – Having facilitated agreement around a common purpose and the sources of funding, Fraser can help keep everyone focused on the long term, bigger picture. Fraser can

bring a sense of perspective and an independent voice to the discussions, which will at times be difficult.

- **Using money differently** – shifting resources is a key part of this discussion, as SG has committed to repurposing / re-prioritising money towards the Whole Family Wellbeing Fund. How do we ensure that the voices of children, young people and families are heard in that process? Fraser’s facilitation support, acting as an ‘honest broker’, can bring an objective voice to those discussions. This will be the focus of the work in Autumn and winter 2021, and will continue to be a strong feature of the work throughout.
- **Accountability and incentives** – what are people across Scottish Government, local government and partnerships held to account for? How do we shift our systems of accountability and incentives (formal and informal) to ensure that public service leaders (in the broadest sense) deliver for families and communities, as well as the organisations they work for?
- **Joining the dots** – ensuring that key stakeholders in Scottish Government (including the NHS), Local Government and the third and independent sectors are fully engaged in the process and making connections to make progress. Fraser’s experience across public services and his relationships with many of the key stakeholders can help navigate a complex and at times sensitive landscape.

We will progress the work in a way that ensures both workstreams are coherent and integrated, avoiding duplication and maximising opportunities for joint working.

In relation to A) *the design, delivery and evaluation of the family wellbeing fund*, the terms of engagement envisage three related streams of activity, which are summarised below:

1. Agreeing funding sources (October – November 2021). There is early and urgent work to identify where the money will come from – the SG has committed to ‘re-purposing’ resources from across the Scottish Budget, and how this is done will be critical to the maintaining buy-in and support. We cannot simply ‘rebadge’ existing money or top-slice budgets. We will use the principles of the human and economic cost modelling approach to guide this work. We should also be open to exploring more innovative sources of funding, such as social outcomes contracting and social bridging financing. This needs to be progressed as part of the 2022/23 budget process, which is due for publication on 9th December. While we do not need to have pinned down the entirety of the £500m by then, we will have developed an overall approach to longer term funding for inclusion in the high-level framework for multi-year settlements that will be published alongside the budget.
2. Designing the fund (October 2021 – March 2022). Fundamentally, this is a conversation about purpose, and ensuring that the design and develop of the fund (the £500m) is seen firmly in the context of securing long term investment in prevention (the 5% by 2030). There will be different views about what the fund is for, and what ‘whole family support’ should look like. There will be tricky conversations about the respective roles of Scottish Government, Local Government, third sector service providers, families and communities. Fraser will facilitate the engagement with stakeholders, working with partners (e.g. the office of the Chief Designer) to ensure the voices of children and families are central to the design of the fund. A route-map for change would be established by March 2022, including a clear articulation of what success will look like and how the fund will work in practical terms. This will include an initial evaluation framework for the fund.
3. Delivering and evaluating funding in 2022/23. The terms of engagement are clear that we would not expect this to be a focus for Fraser’s work, beyond ensuring that plans for

distributing and evaluating funding this financial year are, as far as possible, in line with the ambitions of the Whole Family Wellbeing Fund. We are supportive of this.

In relation to *B) Design, Delivery and Evaluation of a cross-government programme to test and scale whole system change in Family Support with local areas*, we can confirm that Fraser can undertake the activities set out in the terms of engagement up to Spring of March 2022, but we would welcome more discussion at that point as to the extent of his involvement in implementation beyond that.

Developing, delivering, evaluating the Whole Family Wellbeing Fund – what would we need?

The commitment to invest at least £500m over the life of this parliament in a Whole Family Wellbeing Fund has the potential to be genuinely transformational. It is a critical step towards the Scottish Government's ambition that at least 5% of community-based health and social care spend will be invested in preventative family wellbeing measures by 2030.

The role played by Fraser McKinlay, working in partnership with The Promise Scotland, will be critical to successful implementation and needs to be well resourced.

The role envisaged for Fraser is over and above his existing contract with The Promise Scotland to progress the human and economic cost modelling approach locally. In order to progress the activities set out above, Fraser's time commitment would be around 10-12 days per month through to March 2022. Fraser will also require some additional support from TPS to allow him to fulfil this role effectively, meaning an initial investment from Scottish Government of £90k up to the end of March 2022.

As set out in the proposed terms of engagement, it is envisaged that the support from Fraser and The Promise Scotland will continue into financial year 2022/23 and that the required investment on will be agreed no later than March 2022.

all details of all work carried out by Fraser McKinlay, on behalf of the Promise Scotland, prior to Mr McKinlay becoming Chief Executive of the Promise Scotland. This should include details of the work, the terms of reference and all payments made to Mr McKinlay and who was responsible for any/all payments made to Mr McKinlay for all work that he did.

As noted in your first request above, Fraser McKinlay was asked to provide services to the Scottish Government on the set-up of the Whole Family Wellbeing Fund. This work was paid for by The Promise Scotland. A total of £67,200 was paid for this work, which concluded in July 2022.

Fraser McKinlay carried out two separate pieces of work for The Promise Scotland prior to becoming Chief Executive of the organisation in September 2022. Invoices for work were submitted monthly and checked and signed off by the Head of Insights (HECM (below) and Whole Family Wellbeing (above)) and the Chair (senior management support (below)) before being processed for payment.

Local Human and Economic Cost Modelling (HECM) support

Fraser McKinlay played a pivotal role in the public sector financing analysis work in the Independent Care Review. Due to his specialist skills, expertise, and knowledge, he was subsequently commissioned by The Promise Scotland in April 2021 to help local places understand the complexity of their finances around the 'care system' and how to spend better, in a way that worked better for children and families. More information about this work is included in the [set-up year report](#).

This work was delivered between April 2021 - July 2022 and the total cost was £57,600.

The contract for the work is attached:

SERVICE AGREEMENT (the Agreement)

between

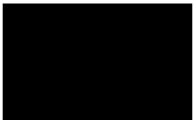
PRINCIPAL CONTACT	
Contact Name	Zico Iqbal
Telephone	[REDACTED]
Email	[REDACTED]

The Promise
c/o Corra Foundation
Riverside House
502 Gorgie Road
Edinburgh EH11 3AF

and

PRINCIPAL CONTACT	
Contact Name	Fraser McKinlay
Telephone	[REDACTED]
Email	[REDACTED]

Fraser McKinlay



1. INTRODUCTION

The Promise wishes to engage the Contractor to provide the Services (as defined below) to The Promise and the Contractor is willing to provide such Services under the terms and conditions of this Agreement.

2. DEFINITIONS

2.1 The Services: The Services are provided in Appendix 1. The Contractor is expected to work with no or minimal supervision and shall manage their own workload. The Services shall commence on 17th April 2021 and conclude on 31st March 2022, or earlier by termination by either party as per clause 5 below.

2.2. IPR: Intellectual Property Rights, copyright and related rights, trademarks, domain names and all other IPRs, whether or not registered, which subsist now or will subsist in the future.

3. FEES

3.1 The Promise shall pay the Contractor a fee of £1,000 + VAT per day for the provision of satisfactory Services, to a total of £60,000. Such fees shall be payable in arrears on receipt of an appropriate invoice. The Promise shall not deduct income tax nor account for NIC from the payments.

3.2 The Contractor shall submit invoices to The Promise at the end of each calendar month showing the amount due for that month for the relevant time spent providing the Services. No advance payments will be made by The Promise.

3.3 The Promise will reimburse expenses incurred in pursuit of the contract on production of the relevant receipts.

4. DATA PROTECTION

4.1 The Contractor confirms consent to The Promise to hold and process data relating to the Contractor for legal, personnel, administrative and management purposes.

4.2 Throughout the life of the Agreement both parties are required to be fully compliant with all aspects of the Data Protection Act 1998 and General Data Protection Regulations (GDPR) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. Each party will promptly notify the other of any breach of the security measures in place.

4.3 The whole of clause 4 will survive the termination of the Agreement.

5. TERMINATION OF THE AGREEMENT

5.1 The Promise and the Contractor may terminate this Agreement by giving 10 days notice in writing.

5.2 Either party may immediately terminate this Agreement by written notice if the other party is in breach of any obligations or conditions of the Agreement, provided that, in the case of a breach capable of remedy, the Agreement will not be terminated unless the other party has failed to remedy the breach within 30 days of written notice from the party initiating the termination of the Agreement to the other party specifying the breach and requiring its remedy.

5.3 On termination of the Agreement The Promise agrees to pay all outstanding fees and expenses to the Contractor, subject to delivery of all satisfactory work outputs undertaken up to that point.

5.4 On termination of the Agreement, however arising, the Contractor shall:

5.4.1 Deliver to The Promise before the end of the Agreement all documents, papers, materials, electronic data and any other information or equipment that are the property of The Promise, and the Contractor shall confirm that no copies, drafts, reproductions, notes, extracts or summaries of any such property have been made or kept in any form. For the purposes of this clause "documents" shall include, but not limited to, books,

correspondence, files, statistics, papers, materials, reports, minutes, plans, records, surveys, diagrams, computer print outs, computer disks, CDs, audio recordings, manuals or any other medium for storing information in whatever form; and

5.4.2 delete from any hard disk used by the Contractor on a laptop, hand-held device and computer at their home or any other location other than The Promise's premises, any data that relates in any way to The Promise and any associated company, and to any officer, employee, supplier, banker, agent or professional advisor of The Promise and any associated company of The Promise.

6. PARTNERSHIP AND EMPLOYMENT

6.1 The Agreement shall constitute a contract for services between the parties and nothing in this Agreement shall constitute a partnership between the Contractor and The Promise.

6.2 The Agreement, for the avoidance of doubt, does not constitute a contract of employment. The Contractor will not be entitled to sick pay, holidays, maternity/paternity leave/pay, redundancy pay, nor will be entitled to join The Promise pension scheme. In addition, the Contractor will not be subject to The Promise's disciplinary and grievance procedures.

7. CONFIDENTIALITY

7.1 The Promise will disclose confidential information to the Contractor for the purposes of performing the Agreement. The Contractor undertakes not to use the confidential information for any purpose other than that of the Agreement, without first obtaining the written agreement of The Promise.

7.2 The Contractor shall treat as confidential all sensitive information regarding any third party which they receive during the term of this Agreement and will take all necessary steps to minimise the risk of disclosure of confidential information.

7.3 The whole of clause 7 will survive the termination of the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS (IPR)

8.1 All IPR arising from the Agreement shall be the property of The Promise. The Contractor hereby assigns to The Promise absolutely and with full title guarantee all IPR (both existing at the date of the commencement of the Agreement and in the future) in any work made or produced by the Contractor in connection with and during the course of the Agreement, whether alone or with anyone else, in all languages throughout the world for the full period of such rights (including all rights to renewals and extensions thereof). This includes all contact details and records of conversations made during the course of the contract which must be captured on The Promise's database.

8.2 The Contractor to the extent permissible by law waives irrevocably the benefits of any provision of law known as "moral rights" (including without limitation any right of the Contractor under sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988 and under any resale right arising from EU law) or any similar laws of any jurisdiction in which waiver is permissible.

8.3 The Contractor undertakes to use best endeavours to execute all documents and do all acts both during and after engagement by The Promise as may, in the opinion of The Promise be necessary or desirable, to vest the IPR arising from the Agreement in The Promise, to register them in the name of The Promise and to protect and maintain them. Such documents may, at The Promise's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the IPR arising from the Agreement.

8.4 The Contractor agrees to give all necessary assistance to The Promise to enable it to enforce its IPR against third parties, to defend claims for infringement of third party IPR and to apply for registration of IPR, where appropriate throughout the world, and for the full term of those IPR.

9. AMENDMENTS, WAIVERS AND UNENFORCEABILITY

9.1 The failure of either party to exercise or enforce any right conferred on it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such and any other right at any time thereafter, as a waiver or another or constitute a continuing waiver.

9.2 No modification, amendment or variation to this Agreement shall be effective unless such modification, amendment or variation is in writing and has been signed by both parties.

9.3 The unenforceability of any single provision of this Agreement shall not affect any other provision. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree an enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

10. DISPUTES

Both Parties shall use all reasonable endeavours to resolve any dispute or claim arising in connection with this assignment by prompt discussion in good faith at managerial level appropriate to the dispute.

11. ASSIGNATION

Neither party shall assign their interest under this Agreement without the prior consent in writing of the other party, which consent shall not be unreasonably withheld or delayed in the event of a legitimate corporate restructuring, incorporation, merger or other corporate event (other than as a result of insolvency), which is considered by the other party to be reasonable.

12. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be sent to the address below or to such other address in Scotland as The Promise may designate by notice given in accordance with this clause. Any such notice may be delivered by hand, by pre-paid letter or by e-mail.

Attention: Zico Iqbal
The Promise
c/o Corra Foundation
Riverside House
502 Gorgie Road Edinburgh EH11 3AF

e-mail: zico@thepromise.scot

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between The Promise and the Contractor and supersedes any previous agreement between the parties, whether written or oral or implied or express, which will terminate with effect from execution of this Agreement.

14. RIGHTS OF THIRD PARTIES

This Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person save as for the parties to the Agreement.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties accept the jurisdiction of the Scottish courts as regards any claim or matter arising under the Agreement. Where translations of this Agreement exist, the version written in English should take priority for interpretation purposes.

Signed on behalf of The Promise:

Authorised Signatory:

Name: Zico Iqbal Title: Senior Operations Manager Date:

Signed on behalf of the Contractor:

Authorised Signatory:

Name: Fraser McKinlay Date:

Details of the service to be provided

The intention is to ensure that The Promise has a strong first year with the operationalisation of HECM as a tool both operationally and strategically. As such, the indicative work programme comprises three distinct areas of focus, each lasting approx. 4 months, with 4 key deliverables:

- **Stage 1:** initial analysis, planning and strategy design
(resulting in outputs 1. clear route-map and 2. engagement strategy);
- **Stage 2:** operational and strategic model application
(resulting in output 3. governance and accountability model);
- **Stage 3:** supporting, embedding and reporting
(resulting in output 4. Y1 end report with outline steps for Y2 activity).

There is a need for strategic leadership of the HECM workstream, including a visible lead in external stakeholder engagement. Working closely with The Promise team, I will initially focus on producing and implementing three key deliverables:

- A clear route-map, developed by the end of June, for the establishment of HECM as the default approach to how money is invested in the care of children and young people. Building on the analysis produced by the Care Review, this route-map will set out practical steps for implementation and be able to be continuously updated and developed. It will not be, 'just another planning document';
- An engagement strategy and plan for HECM, developed by the end of June, working in tandem with the wider Promise engagement activity. The engagement strategy will balance the need to demonstrate how HECM can work in a specific place (or places) with the need to secure broader engagement and buy-in across sectors and geographies;
- A new model of governance and accountability for children and families services, by September 2021, to enable the improved use of money in the delivery of redesigned services.

Key milestones in the development of these key deliverables are:

- Undertake a detailed analysis of the 80 calls for action in The Promise, mapped against Plan 21-24 and its associated Change Programme, to identify specific areas of need and opportunity for HECM implementation;
- Identify a small number of places where HECM can be embedded and used – for example local authority area(s) and (perhaps) a small number of the successful participants in the Promise Partnership – and develop an approach to implementation of HECM with the buy in of key decision makers in those places;
- Undertake active engagement with senior stakeholders across the public and third sectors, ensuring at all times a cross-organisational approach to the development of HECM;
- Develop some concrete examples, drawing on the initial analysis of the 80 calls for action and other sources, of how Scotland can use money differently across services and sector silos, including early opportunities for pooling budgets;
- Identify – and challenge – the barriers, both real and perceived, to the establishment of HECM as the natural way of working;
- Engage with, and influence, key stakeholders to find ways of removing these barriers.

Throughout this work programme, there will be regular engagement with Claire Stuart, Head of Evidence, as the main contact in the Promise team. Attendance at relevant Promise team meetings and on behalf of The Promise in wider stakeholder meetings will also be provided as required.

Time and resources

Progress and pace of the work programme will determine the precise number of days and their focus in any given month. Detailed time profiling of this work within the total number of days proposed will be agreed to ensure maximum impact and value as the pace and performance of the work is tracked. An indicative outline of timelines and milestones is below:

Month	Indicative activities	Number of days / month	Deliverable
April 2021	Calls to action analysis; profile raising; engagement strategy design; route-map design	4	
May 2021	Identification and approach made to key areas; engagement strategy design; route-map design	8	
June 2021	Engagement strategy finalisation; route-map finalisation; HECM commitments within areas secured	8	1. Route-map 2. Engagement strategy
July 2021	Engagement, model application within areas (inc barrier identification and solutioning); development of governance and accountability model	6	
August 2021	Model application with areas (inc barrier identification and solutioning); development of governance and accountability model	6	
September 2021	Model application with areas (inc barrier identification and solutioning); socialisation	4	

	(internal and external) of governance and accountability model		
October 2021	Model embedding with areas; finalisation of governance and accountability model	4	3. Governance and accountability model
November 2021	Support to model development within areas	2	
December 2021	Support to model development within areas	2	
January 2022	Support to model development within areas	2	
February 2022	Support to model development within areas	2	
March 2022	Reporting	2	4. End-Y1 review report inc outline next steps for Y2
TOTAL		50	

Senior Leadership Team management support

Fraser McKinlay was asked by the Chair in January 2022 to provide continuity, line management and other support to the senior leadership team, due to the interim Chief Operating Officer leaving the organisation. Support was provided to the Senior Leadership Team from January to August 2022 and the total cost was £26,400. The following email exchange sets out the terms of the work:

From: Fiona Duncan
Sent: Monday, January 24, 2022 12:15 PM
To: Fraser McKinlay
Subject: RE: Catch up tomorrow

Thanks Fraser, this is really helpful.

[Redacted]

Thanks for confirmation of 3 days / 21 hours per month for January, February and March, at the rate you have agreed for The Promise Scotland work. This will cover line management of the SLT including their meetings, the work programme and pooled budget, plus keeping me informed and working with the core ops team on transition. You will be fitting a lot into a small amount of time. Thank you.

It is useful to see all your work at The Promise Scotland in one place. That is both reassuring and worrying as it demonstrates an increasing dependency on you. One I hope our conversation on leadership today will take account of, and should make clear the options beyond March. Please know my intention is always to proceed in keeping with good governance...

[Redacted]

See you later,

F
From: Fraser McKinlay
Sent: 23 January 2022 11:17
To: Fiona Duncan
Subject: Catch up tomorrow

[Redacted]
[Redacted] and Limited. Company number SC693269
www.thepromise.scot

Hi Fiona

Hope you're having a good weekend. I wanted to drop you this e-mail in advance of our catch-up tomorrow afternoon.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

F.

Updates:

1. Proposal for my time supporting SLT

- I am proposing to bill TPS for 3 days of my time per month for January, February and March, at the usual TPS rate of £1000 per day. This will include providing line management support for the four (soon to be three) heads, leading the SLT meetings, refining the work programme and delivering the pooled budget. It will also include regular check-ins with you and working with Jackie and Zico to ensure as smooth a transition as possible
- For completeness, this means that my time with TPS now includes (all at £1000 per day):
 - i. The original local HECM work (as per the original proposal) - that will be 2 days per month for January, February and March
 - ii. Support for the whole family wellbeing fund – the agreement that Jackie reached with the Scottish Government is for TPS to be funded for 12 days per month of my time (although December and January was / will be a bit less than that because of holidays) until end March
 - iii. Support for SLT – as outlined above, proposal is 3 days per month.
- Hope that sounds OK - you can let me know what you think.
- Finally, it would be good to discuss at some point my involvement beyond March – goes without saying (but I'll say it anyway!) that, in terms of good governance, this needs to be a separate discussion with you and Claire, and it won't feature as part of the budget discussions with SLT.

2. [Redacted]

[REDACTED]