

DFE DPS ORDER FORM

FROM

	SECRETARY OF STATE FOR EDUCATION
Service address: The Authority The Department	Head Office – Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
Invoice address:	Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
Authorised Representative:	Name: <redacted> E-mail: <redacted>
	To be quoted on all correspondence relating to this Order: Order no: CON_24067 Ref no: Project_ 8404 ITT_2442 SEND and AP Advisory Services
Order date:	17 th January 2024

TO

Supplier:	Cath Hitchen Consultancy Ltd
For the attention of: E-mail: Telephone number:	<redacted>
Address:	<redacted>

1. SERVICE REQUIREMENTS

The specific outcomes to be achieved via this contract are outlined at Annex A.

- As a general requirement we would expect the supplier to:
- provide valuable expertise to advise, challenge and support at risk or poor performing local areas/local area partnerships in continuing to develop and implement robust and achievable plans to improve its

SEND and AP services.

- provide advice and support to ensure the pace of improvement is appropriate and that improvements to the SEND and AP system are sustainable;
- ensure plans remain focused on outcomes for children and young people with SEND and inform the quality of the service in readiness for the next Ofsted inspection.
- provide support and advice as necessary when assessing and driving progress, taking account of the weaknesses identified by Ofsted and of other diagnostic work (including DfE Vulnerable Children's Unit (VCU) assessments).
- apply expertise and experience to support the local area/local area partnership's senior leadership and SEND management team in addressing areas of weakness; this will include working with practitioners of different levels to develop competence and improve performance, and help foster a culture of reflection, challenge and support.
- make use of wider partners to support and advise the local area/local area partnership on potential solutions to issues and signpost examples of good practice where possible;
- engage at both strategic and operational level
- contribute to the department's formal reviews of the local area/local area partnership's progress and make a recommendation to VCU on whether progress has been sufficient;
- provide regular written reports to the department on the local area/local area partnership's progress to VCU, and more frequently if the pace of progress is not sufficient.
- have an awareness of the proposed SEND/AP system and Children's Social Care reforms including the Change Programme and work closely with relevant colleagues in supporting and challenging local areas/local area partnerships.
- develop working relationships with Health partners where this helps achieve the objectives set out in the contract.

If the local authorities named in this agreement are part of the Delivering Better Value or Safety Valve programmes, the supplier must liaise with any Advisors working with the local authority on those programmes to ensure coherence and consistency of approach. These meetings / contacts should be undertaken as part of the days allocated in this contract.

<p>(1.2) Service Commencement Date:</p> <p>22 January 2024</p>
<p>(1.3) Price payable by Authority and payment profile:</p> <p><redacted> VAT is applicable.</p> <p><redacted>the maximum contract value is £18,000 excluding VAT</p>
<p>(1.4) Completion date:</p> <p>31 March 2025</p> <p>Throughout the life of the contract term from 22 January 2024 to 31 March 2025 it is expected that the supplier will deliver an indicative number of days per month as listed below;</p> <p>East Riding of Yorkshire Council – 2 days per month</p> <p>The maximum contract value for 2023-24 is £3,600 excluding VAT</p> <p>The maximum contract value for 2024-25 is £14,400 excluding VAT</p> <p>The Department reserves the right to terminate this contract on 31 March 2024 as continued funding in FY2024-25 will be subject to business planning and the spending review.</p> <p>Please note the contract can be ended early at the absolute discretion of the Department.</p> <p>The Department reserves the right to extend the end date of this contract by up to 12 months, and will give one month's prior notice of our intention to do so. The 12 month extension may be in full, or in multiples of one month up to the full 12 month potential.</p> <p>This may include a negotiated reduction or increase in the number of call off days per month. Any negotiated extension offered by the Department would be without prejudice.</p>
<p>2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS</p>
<p>(2.1) Supplemental requirements in addition to Call-off Terms: N/A</p>
<p>(2.2) Variations to Call-off Terms: N/A</p>
<p>3. PERFORMANCE OF THE SERVICES AND DELIVERABLES</p>
<p>(3.1) Name of the Professional who will deliver the Services:</p>

<redacted>

(3.2) Performance standards:

There will be suitable representation at all reviews and meetings with the Department.

Management information relating to key performance indicators will be made available when requested to the Department's contract manager.

Risks to delivery will be actively reviewed, managed and reported.

Suppliers are expected to react quickly to issues as and when they arise.

Suppliers are expected to maintain effective working relationships, which ensure the best outcomes for the Department.

(3.3) Location(s) at which the Services are to be provided:

Although there will be a degree of flexibility, the successful bidder will be expected to travel to the local authority areas named in this contract, within reason, on a regular basis. This will be discussed and agreed throughout the life of the contract

(3.4) Quality standards:

In all cases we will require regular honest and open reporting against the outcomes in Annex A and any improvement plans the local authority/area has, including information about progress and trajectories. This should be supported by an accurate, timely and appropriate narrative submitted each month to accompany the invoice.

Your approach to quality management and the quality assurance arrangements during the development and delivery phases of the contract will be discussed with DfE during the first 2 weeks of appointment. You should demonstrate how you will ensure that the service is delivered on time, on budget and delivers the Department's expected outcomes in Annex A.

(3.5) Contract monitoring arrangements:

The contract will be managed by <redacted>— SEND Regional Lead (Yorkshire and the Humber), Regions Group, Department for Education. The impact of the supplier's role will be monitored on an ongoing basis and will take into account progress against the key outcomes set out at Annex A.

Over the life of the contract the Department expects:

- a partnership approach to contract management, where the parties have a joint stake in a successful service;
- services delivered by the supplier continue to meet the needs of the Department; and

- the supplier to meet their contractual commitments.

(3.6) Management information and meetings

Regular meetings by phone and in person between the supplier and the DfE Case Lead may be required where it enables the supplier to meet the outcomes outlined at Annex A.

The supplier will be required to complete a written reporting template on a monthly basis, and more frequently if the Minister requires.

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Confidential Information:

- Any management information related to the local authority or local areas partners mentioned in this contract.
- name and contact details of department personnel;
- names and email addresses of LA personnel;
- employment status and job roles of above;
- name and contact details of high needs advisors;
- name and contact details of other SEND advisors;
- unpublished data on LA DSG deficits;
- any other information clearly designated as being confidential (whether it is marked "confidential" or not) or which ought reasonably to be considered confidential.

(4.2) Duration that the information shall be deemed Confidential Information:

The duration of the contract.

BY ACCEPTING THIS ORDER THE SUPPLIER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with the mini-competition order (additional requirements) set out in section 2 of this Order Form where applicable) incorporating the rights and obligations in the Call-off Terms set entered into by the Supplier and the Authority.

For and on behalf of: The Secretary of State for Education

Signature

<redacted>

Authorised Signatory

Name

<redacted>

Title <redacted>
.....

Date Jan 17, 2024
.....

For and on behalf of: Supplier

Signature <redacted>
Authorised Signatory
<redacted>

Name

Title <redacted>
.....

Date Jan 17, 2024
.....

ANNEX A: EAST RIDING OF YORKSHIRE

Outcome	Success Measures
<p>Leaders in East Riding LA and the DfE VCU clearly understand progress against each area of weakness following their Written Statement of Action.</p> <p>Leaders are clear on next steps needed to improve the area of weakness: -</p> <ul style="list-style-type: none"> The shortage of appropriate school places, especially for children and young people with ASD and SEMH needs. <p>This will be evidenced through both qualitative and quantitative data.</p>	<p>Support and Challenge meetings are well informed by clear advice on progress and next steps.</p> <p>Output against each serious weakness is clearly identified and progress and defined outcomes showing positive impact are clearly demonstrated.</p> <p>Data - both qualitative and quantitative will reflect evidence of impact.</p>
<p>Leaders in East Riding LA and the DfE VCU clearly understand progress against each area of weakness following their Written Statement of Action</p> <p>Leaders are clear on next steps needed to improve the area of weakness: -</p> <ul style="list-style-type: none"> The experience of children, young people and parents and carers of the EHC plan process, the variable quality of statutory assessments, and the timeliness and quality of annual reviews. <p>This will be evidenced through both qualitative and quantitative data.</p>	<p>Support and Challenge meetings are well informed by clear advice on progress and next steps.</p> <p>Output against each serious weakness is clearly identified and progress and defined outcomes showing positive impact are clearly demonstrated.</p> <p>Data - both qualitative and quantitative will reflect evidence of impact.</p>
<p>Leaders in East Riding LA and the DfE VCU clearly understand progress against each area of weakness following their Written Statement of Action</p> <p>Leaders are clear on next steps needed to improve the area of weakness: -</p> <ul style="list-style-type: none"> Weaknesses in the communication and relationship with a range of groups representing children and young people, parents and carers, and local voluntary groups. <p>This will be evidenced through both qualitative and quantitative data.</p>	<p>Support and Challenge meetings are well informed by clear advice on progress and next steps.</p> <p>Output against each serious weakness is clearly identified and progress and defined outcomes showing positive impact are clearly demonstrated.</p> <p>Data - both qualitative and quantitative will reflect evidence of impact.</p>
<p>Leaders in East Riding LA and the DfE VCU clearly understand progress against each area of weakness following their Written Statement of Action</p> <p>Leaders are clear on next steps needed to improve the area of weakness: -</p> <ul style="list-style-type: none"> The poor outcomes for children and young people at SEND support attending mainstream provision. <p>This will be evidenced through both qualitative and quantitative data.</p>	<p>Support and Challenge meetings are well informed by clear advice on progress and next steps.</p> <p>Output against each serious weakness is clearly identified and progress and defined outcomes showing positive impact are clearly demonstrated.</p> <p>Data - both qualitative and quantitative will reflect evidence of impact.</p>

<p>WSoA improvements are consistent with and appropriately coordinated with the Delivering Better Value programme.</p> <p>Leaders have a clear strategy for inclusion and SEND sufficiency in the local area, which is consistent with the Delivering Better Value programme.</p>	<p>Advisor works with DfE Higher Needs Advisor as required. Outcome will reflect that local leaders' delivery of the WSoA and associated improvement plans (including sufficiency and inclusion) reflect their commitments under the Delivering Better Value programme.</p> <p>VCU and leaders have a clear way forward to address remaining issues in East Riding.</p>
<p>Leaders in East Riding to be able to clearly articulate a confident assessment of current inspection readiness, supported by DfE Advisor.</p>	<p>Adviser to undertake diagnostic work to understand current inspection readiness. SEF and SEND Strategy developed and shared. Leaders have a clear line of sight to practice to effectively monitor impact and outcomes and, where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND Advisor.</p>



HM Revenue & Customs

Check Employment Status for Tax

For your records

Off-payroll working rules (IR35) do not apply

Why you are getting this result

Your answers told us:

- you do not have control over this work
- the worker or their business will have to fund costs before you pay them

This suggests the worker is working on a business to business basis.

What you should do next

If your organisation is responsible for paying the worker, you need to pay their earnings in full, without deducting Income Tax and National Insurance contributions.

If someone else is responsible, you should download a copy of this result and show it to them.

You could also read more about the [responsibilities of the fee-payer \(opens in new tab\)](https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules) (<https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules>).

Once your organisation knows who the worker is, you may get more information about their working practices. Then you can use this tool again to check if this information will change your determination.

It is important that you keep a copy of this result for your records. If you agree with the result, you can use it to support the reasons for your decision on the worker's employment status.

About this result

Date of result:

5 July 2023, 11:36:00 (UTC)

Decision service version:

2.4

HMRC will stand by this result as long as it reflects the actual or expected working practices. If these working practices change, you should use this tool again.

What you told us

1. About you and the work

What do you want to find out?

If the off-payroll working rules (IR35) apply to a contract

Who are you?

Hirer

Does the worker provide their services through a limited company, partnership or unincorporated association?

Yes

Has the worker already started working for your organisation?

No

2. Worker's duties

Will the worker be an 'Office Holder'?

No

3. Substitutes and helpers

Do you have the right to reject a substitute?

Yes

4. Working arrangements

Does your organisation have the right to move the worker from the task they originally agreed to do?

No, that would require a new contract or formal working arrangement

Does your organisation have the right to decide how the work is done

No, the worker solely decides

Does your organisation have the right to decide the worker's working hours?

No, the worker solely decides

Does your organisation have the right to decide where the worker does the work?

No, the worker decides

5. Worker's financial risk

Will the worker have to buy equipment before your organisation pays them?

No

Will the worker have to fund any vehicle costs before your organisation pays them?

No

Will the worker have to buy materials before your organisation pays them?

No

Will the worker have to fund any other costs before your organisation pays them?

No

How will the worker be paid for this work?

A fixed price for the project

If your organisation was not happy with the work, would the worker have to put it right?

Yes, unpaid and they would have extra costs that your organisation would not pay for

6. Worker's involvement

Will you provide the worker with paid-for corporate benefits?

No

Will the worker have any management responsibilities for your organisation?

No

How would the worker introduce themselves to your consumers or suppliers?

They are an independent worker acting on your behalf

7. Worker's contracts

Does your organisation know who will be doing this work?

No



Department
for Education

Status Determination Statement

Company Name: Cath Hitchen Consultancy Ltd Contract Start Date: 09/10/2023
Worker Name: <redacted> Contract End Date: 31/03/2025

Completed by: <redacted>Department
On behalf of: for Education 10/10/2023
Date Completed:

We have assessed that this engagement falls outside of Intermediaries legislation, and you are therefore Self-Employed for tax purposes, for the following reasons:

- It would not be possible for us to provide any control & direction in terms of how you deliver the engagement due to the specialist nature of the tasks required;
- There are no employees that are undertaking this role within the organisation – we have engaged your business for the specialist skills it can provide;
- You will determine the tasks required to deliver this engagement and schedule them as you see fit in order to deliver the outcomes required.

This status determination was arrived at with the support of the HMRC Check Employment Status for Tax Tool, the output of which is sent along with this SDS.

Please email SDS.MAILBOX@education.gov.uk to confirm receipt of this SDS. If you wish to dispute the result of this determination, please contact:
SDS.Disputes@education.gov.uk

This status determination statement is provided in accordance with the requirements of Chapter 10, Part 2 of ITEPA 2003.

