

con_17416 - ORDER FORM**FROM**

	SECRETARY OF STATE FOR EDUCATION
Service address:	Department for Education. Sanctuary Buildings, Great Smith Street, Westminster, London, SW1P 3BT
Invoice address:	accountspayable.OCR@education.gov.uk
Authorised Representative:	Helen Simpson [REDACTED]
Order number:	To be quoted on all correspondence relating to this Order: con_17416
Order date:	17/11/2022

TO

Contractor:	Hempsall Consultancies Limited
For the attention of:	Kate Haythornthwaite
E-mail:	[REDACTED]
Telephone number:	[REDACTED]
Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

1. SERVICES REQUIREMENTS**(1.1) Services [and deliverables] required:**

1.1 The Supplier is required to deliver a high-quality programme by offering the service requirements for each function listed below:

A: Assess Expressions of Interests from candidates applying to be an Area Lead or Mentor

1.2 As outlined above, the department will be looking to recruit childminders to fulfil the roles of Mentor and Area Lead. Advertisement for these roles will be published on gov.uk and promoted on the Supplier's website and other routes. Candidates will be asked to submit an expression of interest (EOI) application form (in the form of a Word document) to a secure mailbox within DfE.

- 1.3 After the EOI application window has closed, the department will share the applications received with the Supplier. The Supplier will then be required to assess these applications.
- 1.4 Using pre-determined criteria, set by DfE, the Supplier will assess the suitability of applicants for their desired role. Suppliers will be responsible for scoring applications and considering factors such as if a candidate has expressed an interest in being considered for an alternative role, their suitability for those roles, sifting out candidates that do not meet the minimum requirements or candidates that have been previously disqualified from an education or childcare role.
- 1.5 The department are aiming to recruit between 200 – 250 candidates (total Area Leads and Mentors) across England. The Supplier will need to assess all applications within a determined deadline. Please see timescales section below.

B: Conduct video interviews to confirm the suitability of candidates and conduct open-source checks

- 1.6 As part of the assessment process, the Supplier will be required to conduct video interviews with all candidates, to ensure they are suitably qualified for the respective role of either Mentor or Area Lead. This will include making reasonable adjustment for candidates that need them.
- 1.7 Video interviews will be conducted to ensure candidates meet the requirements, to gain further clarification of the experience/skills and attributes described in their written application, and to confirm suitability.
- 1.8 The Supplier will offer their thoughts and considerations to the Department on the content of the interview questions, and key areas of knowledge/expertise we should require of candidates. The Supplier will agree all interview questions and scoring methodology with the Department.
- 1.9 The Supplier will also be required to conduct open-source checks on all potential candidates. This includes searching for information shared by candidates publicly. For example, on social media pages or websites. This may also include checking Ofsted or childminder agency ratings of candidates. The Supplier should discuss any concerns and feedback any findings with the Department.
- 1.10 Once interviews and suitability checks outlined above have been completed, the Supplier is required to update the Department with the number of successful candidates recruited, highlighting any over, or under-recruitment in consideration of the target figures and any geographical cold spots.
- 1.11 The Supplier will then be required to notify both successful and unsuccessful candidates on the outcome of their application, offering feedback where requested.
- 1.12 The Supplier will need to account for possible attrition, including seeking to prevent attrition of Area Leads, Mentors and childminders receiving support. The Supplier will need to be prepared to conduct further application sifts and interviews in the event of applicant withdrawal, to ensure a sufficient number of candidates are held throughout the life of the contract.

C: Match candidates to childminders requiring support

- 1.13 Once the Supplier has agreed the final list of successful candidates with the Department, the Supplier will then be required to match candidates to childminders who

have requested support from the programme. This matching activity will be required on a termly basis.

- 1.14 The programme will seek to support childminders in a cluster/group scenario. The Supplier will be required to advertise applications for childminders to request support through the programme. This may also include answering questions/queries from childminders during the application process.
- 1.15 It may be that childminders apply for support within an existing cluster, or individually. The Supplier will be required to assist in creating clusters of between 2-4 childminders where required, within the same geographical area (reducing travel required for candidates who wish to meet face-to-face).
- 1.16 The Department will explore different routes for childminders to request support from the programme and the Supplier will offer their thoughts and considerations on this process.
- 1.17 The Supplier will be required to match an Area Lead or Mentor to each cluster, preferably within the same geographical area. During the matching process, the Supplier should consider the geographical location of candidates, the particular skills and expertise of the candidate, and the nature of support requested by the childminders.
- 1.18 The Supplier will be required to match Area Leads to a group of Mentors, preferably within the same geographical area.
- 1.19 The Supplier will then be required to inform candidates, and childminders who have requested support, who they have been matched to for the upcoming term.
- 1.20 In matching candidates to suitable settings, the Supplier will also be responsible for communicating with the training partner, appointed by the Department, to ensure the candidate has completed the required training, before starting their role.
- 1.21 Where candidates leave their roles or matches are not suitable, the Supplier will be required to attempt to re-match candidates.

D: Collect and analyse management information and share with parties as requested

- 1.22 The Supplier will be required to collect, collate and analyse management information throughout the programme.
- 1.23 The Supplier must share management information securely with DfE, DfE's appointed evaluation partner and if required, the DfE's newly appointed Stronger Practice Hubs.
- 1.24 The main purpose of collecting this data is to inform the Department's grant assurance process, as well providing regular feedback on the programme's progress.
- 1.25 For example, the Supplier will hold information on the number of candidates recruited, the number of childminders receiving support and analysis on potential geographical cold-spots around the country. The Department, or their appointed evaluation partner, may request this information at any point throughout the programme. The Supplier must therefore ensure data and information is readily available and stored securely.
- 1.26 The Supplier will be required to ask all candidates if they wish to continue on the programme for the following term. This should be completed before the end of each term.
- 1.27 The Supplier will be responsible for collecting information from Area Leads and Mentors at the end of each academic term, asking them to confirm the number of days/hours of support they have provided to their allocated childminder cluster. The Supplier will also be responsible for collecting the corresponding data from the childminders receiving support,

asking them to confirm the number of days/hours their Area Lead of Mentor provided support to them.

- 1.28 The Supplier will be responsible for checking this data against one another and bringing any potential discrepancies to the attention of the Department.
- 1.29 The Supplier will be required to share any feedback or complaints received from any party, with the Department. The Supplier should identify trends/risks and proposed next steps and mitigations. For example, how the Supplier intends to act on feedback received.
- 1.30 Management information should be shared regularly with DfE, with the expectation of fortnightly Keep in Touch meetings from contract commencement to April 2023, and monthly from this point onwards. Meetings can be held either in person at DfE offices, or virtually.

E: Service management, attrition and governance

- 1.31 The Supplier must engage with and manage communications where needed between all parties (for example DfE, the training partner, the evaluator, candidates, childminders and DfE's Stronger Practice Hubs) acting as a facilitator, to ensure high quality service of the programme.
- 1.32 The Supplier must have a clear and appropriate governance structure for the service, which must be supported by clear risk management, budget management and contingency plans – taking into account delivery of the wider DfE Early Years Education Recovery programme, which may evolve during delivery of the service.
- 1.33 The Supplier will not be penalised for attrition of candidates or childminders who have requested support, where attrition has resulted from factors outside of the Supplier's control. For example, if candidates withdraw from the programme for personal or health issues or leave the childminder profession during the programme.
- 1.34 However, we do ask that the Supplier has a process and plan for preventing attrition, wherever possible, and keeping candidates and beneficiaries engaged in the programme. The Supplier must provide this plan to DfE.
- 1.35 In all cases of candidate attrition, the Supplier will be required to discuss the reasons for withdrawal and arrange for the candidate to submit feedback (this may be in the form of a questionnaire or exit interview for example). As part of this feedback, the Supplier must request confirmation of the number of days/hours work the candidate has completed, prior to withdrawal (including days of training completed). The Supplier must then share this feedback with the Department.
- 1.36 Where attrition of candidates or settings is due to factors within the Supplier's control, for example, lack of communication or delays in the matching of candidates, we would expect the Supplier to inform the Department and look to make improvements in their service.
- 1.37 Suppliers should aim to replace candidate withdrawals quickly (within 6 weeks) with suitable replacements (who meet suitability checks). This may include asking existing candidates to support additional childminders for the time being, until further recruitment has been completed. If the Supplier is unable to replace withdrawals within 6 weeks, the Supplier must provide reasoning to the Department to review.
- 1.38 Suppliers should also aim to replace childminder setting withdrawals quickly (within 6 weeks) with suitable replacements (eligibility criteria tbc). If the Supplier is unable to replace withdrawals within 6 weeks, the Supplier must provide reasoning to the Department to

review.

- 1.39 In addition to the Keep in Touch meetings outlined above, the Supplier must attend quarterly review meetings. The Supplier must submit quarterly progress reports, prior to the meeting, which outlines their performance against the required key performance indicators.

(1.2) Service Commencement Date:

17th November 2022

(1.3) Price payable by Authority and payment profile:

The maximum value of this contract will be £177,850 over the initial term. The contract term will run from 17th Nov 2022 – 31st Aug 2024. The pricing matrix with a breakdown of this value is included below as Appendix 3 Pricing and cost matrix

VAT will be applied at the prevailing rate.

1. Invoices shall be prepared by the Contractor monthly in line with values set out in the Table.
2. The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
3. Invoices shall be sent, within 5 days of the dates listed in paragraph 1 electronically by email to accountspayable.OCR@education.gov.uk, quoting the Contract reference number. To request a statement, please email accountspayable.BC@education.gov.uk, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Department's Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
4. If this Contract is terminated by the Department due to the Contractors insolvency or default at any time before completion of the Service, the Department shall only be liable under paragraph 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
5. On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred

<p>for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.</p> <p>6. The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Appendix 1.</p> <p>7. It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.</p>
<p>(1.4) Completion date (including any extension period or periods):</p> <p>31th August 2024</p>
<p>2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS</p>
<p>(2.1) Supplemental requirements in addition to Call-off Terms:</p> <p>2.1.1 The online platform used must meet the following accessibility standards:</p> <ul style="list-style-type: none"> a) Compliance with WCAG V2.1 to 'AA' Standard b) Compliance with ISO 9241-171:2008 (Ergonomics of human-system Interface) <p>Compatibility with 'best of breed' assistive technologies. These are currently: JAWS V16; Dragon V14; Supernova Access Suite V12; Zoomtext V10</p>
<p>(2.2) Variations to Call-off Terms:</p> <p>Schedule 2a – See Appendix 4</p>
<p>3. PERFORMANCE OF THE SERVICES AND DELIVERABLES</p>
<p>(3.1) Name of the Professional who will deliver the Services:</p> <p>Kate Haythornthwaite</p>
<p>(3.2) Performance standards:</p> <p>See Appendix 1</p>

<p>(3.3) Location(s) at which the Services are to be provided:</p> <p>See Appendix 1</p>
<p>(3.4) Quality standards:</p> <p>See Appendix 1</p>
<p>(3.5) Contract monitoring arrangements:</p> <p>See Appendix 1</p>
<p>(3.6) Management information and meetings</p> <p>See Appendix 1</p>
<p>4. CONFIDENTIAL INFORMATION</p>
<p>(4.1) The following information shall be deemed Confidential Information:</p> <p>N/A</p>
<p>(4.2) Duration that the information shall be deemed Confidential Information:</p> <p>N/A</p>

BY ACCEPTING THIS ORDER IN JAGGAER THE CONTRACTOR 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) incorporating the rights and obligations in the Call-off Terms set entered into by the Contractor and the Authority.

Appendix 1: Specification of Services



Childminder
Delivery Partner RFC

Appendix 2: Tender

2.1.2 Programme Team



Hemsalls%20Bid%20Response

2.1.3 Project Plan



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2.1.4 Knowledge of the EY sector



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2.1.5 Candidate Suitability Assessment.



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2.1.6 Measuring Success



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2.2.1 Social Value



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Appendix 3: Pricing and Cost Matrix



Document_2_-_Cost
_Matrix_template.xls

Appendix 4: Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: Emma Wharram; emma.wharram@education.gov.uk
2. The contact details of the Processor's Data Protection Officer are: Jo Chapman; [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with the DPS Call-off terms.
Subject matter of the processing	Candidates who have applied to act in the capacity of an Area Lead or Mentor as part of the EY Recovery Childminder Mentor Programme.
Duration of the processing	The entire term of the contract
Nature and purposes of the processing	To ensure adequate recruitment of candidates and to share that information when required with our training partner (also Hempsall's Consultancies Ltd), Local authorities, their regional/area leads and the settings/childminders they will support for purposes such as (but not limited to); ensuring candidates can be booked onto training, liaising with candidates as part of their role supporting settings, collecting and providing Management Information to confirm the type of support provided and any comments/feedback relating to the support/setting.
Type of Personal Data	Name, email address, telephone, setting/organisation address, locality.

Categories of Data Subject	Applicants
<p>Plan for return and destruction of the data</p> <p>once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>All data will be returned to DfE during the exit term of the contract and securely deleted and/or destroyed in line with DfE policy, and GDPR terms. DfE will keep any required information for a period of 2-7 years depending on the data types as stated in our privacy notice.</p>