

ORDER FORM

FROM

	SECRETARY OF STATE FOR EDUCATION
Service address:	Head Office - Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
Invoice address:	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_24201 Ref no: Project_ 8404 ITT_2442 SEND and AP Advisory Services
Order date:	23 January 2024

TO

Supplier:	Kevin Burns Ltd
For the attention of:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	
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.

(1.2) Service Commencement Date:

24 January 2024

(1.3) Price payable by Authority and payment profile:

██████████

VAT is applicable.

██████████ The maximum contract value is **£14,400 excluding VAT**

(1.4) Completion date:

23 January 2025

Throughout the life of the contract term from 24 January 2024 to 23 January 2025 it is expected that the supplier will deliver an indicative number of days per month as listed below;

Durham County Council ██████████

██████████

██████████

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.

Please note the contract can be ended early at the absolute discretion of the Department.

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.

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.

2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS

(2.1) Supplemental requirements in addition to Call-off Terms: N/A

(2.2) Variations to Call-off Terms: N/A

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(3.1) Name of the Professional who will deliver the Services:

██████████

(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] 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) 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
Authorised Signatory

Name

Title

Date

For and on behalf of: Supplier

Signature

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 Authorised Signatory

Name

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Title

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Date _____

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Annex A

Local Authorities (LAs) are required to complete new EHC needs assessments within 20 weeks of receiving the request (SEND Regulations 2014) unless the prescribed exceptions apply (9:42 Code of Practice).

- 2022 SEN2 data reveals that Durham LA issued EHC plans within 20 weeks at a rate of 29.2%, notably lower than the national average of 49.2%.
- [REDACTED]

Outcome	Success Measures
<p>EHCP timeliness</p> <p>Leaders in the Local Area understand the progress that is required in relation to EHCP 20-week timeliness in order to meet the statutory requirement. They make accurate assessments of the impact of the actions they are taking toward achieving this and can identify where further improvement is required. They put in place mitigations to overcome barriers where needed.</p> <p>DfE VCU understand the progress that the Local Area is making against on EHCP timeliness, the areas for further improvement and where there are any escalating risks to meeting the statutory requirement.</p>	<p>Durham have a plan, including timeline, showing exactly how they as a local area propose to meet the statutory requirement of completing new plans within 20-weeks.</p> <p>Advisor regularly feeds back during commissioning period to Regional Case Lead via monitoring reports and current KPI.</p> <p>Meetings with the DfE are well informed by clear advice on progress and next steps toward meeting the statutory requirement. Outputs/evidence provided in meetings and monthly data submitted to the department by local authority clearly highlight improvements have been made and agreed next steps for further development are in place for this area.</p> <p>Where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND Advisor put in place.</p>

<p>Backlog of EHCP's</p> <p>Leaders in the Local Area understand the progress that is required in relation to EHC plans completed within 30 and 52 weeks. They can identify where further improvement is required and put in place mitigations to overcome barriers where needed.</p> <p>DfE VCU understand the progress that the Local Area is making against on EHCP backlog, the areas for further improvement and where there are any escalating risks.</p>	<p>Durham have a plan, including timeline, showing how they propose to review outstanding plans.</p> <p>Advisor regularly feeds back during commissioning period to Regional Case Lead via monitoring reports and current KPI.</p> <p>Meetings with the DfE are well informed by clear advice on progress and next steps against this identified area and where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND Advisor put in place.</p>
<p>Provision of timely, accurate and informative reports and information to the DfE</p>	<p>Receipt of quarterly reports/feedback by DfE within the required deadlines Reports will contain relevant recommendations or advice as necessary.</p> <p>The DfE lead assesses the reports as meeting the required standards.</p>