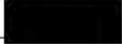
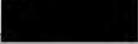
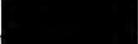


<ul style="list-style-type: none"> and have meaningful lives Accelerated working groups and product development with a focus on support for young people around transition. To include supporting Local Areas who have young people currently in out of area schools and colleges. Development of good practice guidance so that young people can transition successfully back to their home community Strand management. 	
<p>Flexible Support</p> <ul style="list-style-type: none"> Flexible support to assist local areas in implementing PfA agenda Flexible support across regions that supports the setting up of local employment forums (including Supported Internships) where they currently do not exist or require improvement. 	
<p>Targeted Support</p> <ul style="list-style-type: none"> New targeted flexible support to be defined and measured by DfE case management team. 	
Sub-total excluding VAT	
3. Leadership	
<p>Core Support</p> <p>Delivery of development programme for operational SEND leaders in order to improve delivery of SEND services across multiple local areas.</p>	
<p>Targeted Support</p> <ul style="list-style-type: none"> New targeted flexible support to be defined and measured by DfE case management team. 	
Sub-total excluding VAT	
4. SEND Adviser Service	
<p>Core Support</p> <p>Managing the SEND Adviser service, including:</p> <ul style="list-style-type: none"> Recruitment and management of DfE SEND Advisers Recording, reporting and management of time and expenses Linking the SEND Adviser Service with the work of the SEND Regional Networks and other DBOT specialist support Ensuring that good practice is shared and support, where possible, is targeted based on Adviser feedback. 	
<p>Targeted Support</p> <ul style="list-style-type: none"> Targeted flexible support to provide direct advice, challenge and support via the specialist SEND Adviser team. 	
Sub-total excluding VAT	
5. Regional Support & National Programmes	
<p>Core Support</p> <p>To act as conduit for all elements of regional delivery within the DBOT programme. Exact deliverables content to be confirmed, but could include:</p> <ul style="list-style-type: none"> Co-ordination of the SEND regional network activity, including sharing regional approaches and national collaboration 	

<ul style="list-style-type: none"> • Information sharing between SEND Regional Co-ordinators and SEND Advisers • Monthly reporting on regional network activity to be shared DfE including monthly KIT meetings • Provision of telephone and email helpdesk within established SLA for SENDdeliverysupport@mottmac.com • SEND Decision Making & the Law workshops (up to 12 events, nationwide, including development and delivery of all materials including IPSEA commission, management of attendees and summary report on feedback to DfE) • SEND Annual Review Training workshops (up to 12 events, nationwide, including development and delivery of all materials, management of attendees and summary report on feedback to DfE) • Links with wider SEND community and provision of information between contracts. 	
<p>Flexible Support</p> <ul style="list-style-type: none"> • Flexible support days to manage commissioning arrangements with DfE Case Management Team • Flexible support days available to regional co-ordinators 	
<p>Targeted Support</p> <ul style="list-style-type: none"> • New targeted flexible support to be defined and measured by DfE case management team 	
<p>Sub-total excluding VAT</p>	
<p>6. Disagreement Resolution</p>	
<p>Core Support To continue to undertake the role of Trial Facilitator, providing support and assistance to key stakeholders including DfE, Local Authorities, CCGs, the Tribunal, steering group and Parent Carers and Young People, in relation to the Single Route of Redress National Trial.</p>	
<p>Sub-total excluding VAT</p>	
<p>7. Inspection Management</p>	
<p>Core Support Managing and supporting an Inspection Management System in relation to the SEND Local Area Inspections.</p> <ul style="list-style-type: none"> • Flexible support to be commissioned via the Regional Support & National Programmes Strand. 	
<p>Sub-total excluding VAT</p>	
<p>8. Social Care</p>	
<p>Core Support Provision of core delivery support in social care/SEND policy and practice to regions. Including:</p> <ul style="list-style-type: none"> • 2 National DSCO Community of Practice workshops • 18 (2 per region) Social Care and SEND learning network events • Development and dissemination of key learning, outputs and 	

resources.	
Flexible Support	
<ul style="list-style-type: none"> 15 flexible support days in partnership with DfE SEND Advisers or identified areas of LA weakness 	
Targeted Support	
<ul style="list-style-type: none"> 15 new targeted flexible support days to be defined and measured by DfE case management team 	
Sub-total excluding VAT	
9. Programme Management	
Core Support	
<ul style="list-style-type: none"> Ensuring coordinated reporting and management information across all DBOT strands and when reporting to DfE. Ensuring a coordinated approach to support across all DBOT strands and linking with wider stakeholders. Providing effective contract management for the DBOT consortium. 	
Sub-total excluding VAT	
Contract Total	£2,378,113

The total contract value for 2020/21 is **£2,378,113** excluding VAT.

End of Schedule 1

Schedule 2

1 Table

VAT will be payable at the prevailing rate

Strand	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Strand Total (Exc. VAT)	VAT	Strand Total
Joint working															
PfA															
Leadership															
SEND Advisers															
Regional Support															
Disagreement Resolution															
Inspection Management															
Social Care															
Programme Management															
Total															£ 2,853,736

¹ Invoice to be issued at the end of the third week of each month

Activity will be monitored monthly via a monthly highlight report and contract meeting. Where activities are not delivered, the final invoice will be reduced to reflect this. Once the KPIs have been agreed, by the end of May, a more detailed breakdown of costs will be agreed with the Department. This will be used to assess progress against KPIs.

- 2** Funds allocated to a particular expenditure heading in the table at paragraph 1 ("the Table") are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.
- 3** The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 4** The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.
- 5** Invoices shall be prepared by the Contractor monthly on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 6** 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.
- 7** Invoices shall be sent, within 30 days of the end of the relevant month to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ, 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.

- 8** The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 9** If this Contract is terminated by the Department due to the Contractor's 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.
- 10** 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 for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 11** It shall be the responsibility of the Contractor to ensure that the invoice covers all outstanding expenditure for which reimbursement may be claimed. On payment of the 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.

End of Schedule 2

1.1 **Schedule 3**

1 TUPE

- 1.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) shall transfer to the Contractor on the commencement of the Contract.
- 1.2 During the period of six months preceding the expiry of the Contract or after the Department has given notice to terminate the Contract or the Contractor stops trading, and within 20 working days of being so requested by the Department, the Contractor shall fully and accurately disclose to the Department for the purposes of TUPE all information relating to its employees engaged in providing Services under the Contract, in particular, but not necessarily restricted to, the following:
 - 1.2.1 the total number of staff whose employment with the Contractor is liable to be terminated at the expiry of this Contract but for any operation of law; and
 - 1.2.2 for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and
 - 1.2.3 full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and
 - 1.2.4 details of pensions entitlements, if any; and
 - 1.2.5 job titles of the members of staff affected and the qualifications required for each position.
- 1.3 The Contractor shall permit the Department to use the information for the purposes of TUPE and of re-tendering. The Contractor will co-operate with the re-tendering of the Contract by allowing the Transferee to communicate with and meet the affected employees and/or their representatives.
- 1.4 The Contractor agrees to indemnify the Department fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 1.2.
- 1.5 The Contractor agrees to indemnify the Department from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the

Contract is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

- 1.6 In the event that the information provided by the Contractor in accordance with Clause 1.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that the information originally given was inaccurate, the Contractor shall notify the Department of the inaccuracies and provide the amended information.
- 1.7 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

End of Schedule 3

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Schedule 3a

Processing, Personal Data and Data Subjects

The Contractor shall comply with any further written instructions with respect to processing by the Department.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>Individuals participating in activities relating to the contract to provide delivery support to local areas in embedding reforms to services for children and young people who have special educational needs and disabilities (SEND).</i>
Duration of the processing	<i>From Contract to Provide Delivery Support to Local Areas in Embedding Reforms to Services for Children and Young People who have Special Educational Needs and Disabilities from 01/04/2020 to 31/03/2021.</i>
Nature and purposes of the processing	<i>The nature of the processing of the data is the necessary collection and storage of personally identifiable data relating to delivery support to local areas in embedding reforms to services for children and young people who have special educational needs and disabilities (SEND).</i> <i>The purpose of all processing is to support department delivery partners engaged in implementation of the above contract. In particular: to ensure prompt distribution of electronic invitations to meetings; to share practice guides and information published by delivery partners; to manage third parties including payment for services required to meet contractual obligations; to manage national delivery programme in support of regional coordinators.</i>
Type of Personal Data	<i>Name, telephone number(s), email address(es), job title, region of employment (e.g. NHS organizational division), financial records (only where requirement for payment under contractual obligations exists).</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), sub-contractors (delivery partners), other Government departments.</i>

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>The data will be kept by the contractor for 6 years after the end of the contract. After this the data can be destroyed. Data may be destroyed by any means that makes the data totally and permanently unreadable, so such data cannot be reconstructed. Such means may include: 1. physical destruction, such as cross-cut shredding or incineration; 2. overwriting, which is covering up old data at least three times with a random and meaningless set of new data; and 3. degaussing, which is erasing the magnetic field of the storage media. Note the ordinary deletion of files to trash or empty trash (or equivalent) is inadequate: the data are likely to remain on the storage medium.</i></p>
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End of Schedule 3a

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