

DATED 11 JUNE 2021

(1) SECRETARY OF STATE FOR EDUCATION

and

(2) IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT

**CONTRACT FOR CORPORATE AND POLITICAL LEADERSHIP
DEVELOPMENT,
LOT 2: TARGETED SUPPORT**

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CONTRACT FOR CORPORATE AND POLITICAL LEADERSHIP DEVELOPMENT, LOT 2: TARGETED SUPPORT

THIS CONTRACT IS DATED 11 JUNE 2021

Parties

1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (“the Department”); and

2) Improvement and Development Agency For Local Government 03675577 whose registered office is at 18 Smith Square, London, England, SW1P 3HZ (“the Contractor”)

Recitals

The Contractor has agreed to provide a Corporate & Political Leadership Development Programme (Children’s Services) on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is con_9885

1 Interpretation

1.1 In this Contract the following words shall mean:-

"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

“Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“the Charges” means the contract price amounts set out in Schedule 2 as tendered by the Contractor and payable by the Department as consideration for the provision of Services;

“the Contract Manager” [REDACTED], 2 Rivergate, Bristol BS1 6EH, of the Department’s Contract manager

“Contract Period” means the duration of the Contract as set out in Clause 2 subject to any extensions.

“the Contractors Contract Manager” [REDACTED]

“Confidential Information” the Department’s Confidential Information and/or the Contractor’s Confidential Information;

"Contracting Department" any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Department;

"Contractor Personnel" all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

“Contractor’s Solution” means the Contractor’s proposal submitted in response to the Department’s invitation to tender attached at Schedule 4

“Contracts Finder” the Government’s publishing portal for public sector procurement opportunities (or its successor portal);

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

“Controller”, “Processor,” “Data Shall take the meaning given in the UK GDPR

Subject”, “Personal Data”,
“Personal Data Breach”, “Data
Protection Officer”

“Crown”

means Queen Elizabeth II and any successor

"Crown Body"

any department, office or agency of the Crown;

“Data Loss Event”

any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

“DPA 2018”

means the Data Protection Act 2018

“Data Protection Impact
Assessment”

an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation”

(i) the UK GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;

“Data Subject Request”

a request made by, or on behalf of, a Data Subject (as defined in the UK GDPR) in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

"Department's Confidential
Information"

all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Department, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Department's Intellectual

means all Intellectual Property Rights

Property Rights"	comprised in or necessary for or arising from the performance of the Consultancy Services
"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
"Good Industry Practice"	means the standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
"Her Majesty's Government"	means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means any copyright, rights in designs, database rights, domain names, trade marks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988
"Joint Controllers"	Where two or more Controllers jointly determine the purposes and means of processing
"KPIs"	Means the key performance indicators in relation to the Services set out in schedule 1 which the Contractor shall comply with.

“Law” is any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.

“LED” Law Enforcement Directive (Directive (EU) 2016/680)

"Personal Data" shall have the same meaning as set out in the Data Protection Act 2018.

“Processor Personnel” employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.

“Property” means the property, other than real property, issued or made available to the Contractor by the Client in connection with the Contract.

“Protective Measures” appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out in the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other

reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Services schedule 1.

“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and " Regulatory Body " shall be construed accordingly.
“Replacement Contractor”	Means any third party supplier appointed by the Department to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
“the Services”	Means the services to be performed by the Contractor as described in Schedule 1;
"SME"	means a micro, small or medium-sized enterprise defined in accordance with the European Commission Recommendation 2003/361/EC and any subsequent revisions.
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract
“UK GDPR”	Means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

"Working Day" any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders and the neuter. References to a person include any individual, firm, unincorporated association or body corporate.

1.4 Any reference in this Contract which immediately before the date of exit from the EU (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after the date of exit from the EU as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (ii) any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2 Commencement and Continuation

2.1 The Contractor shall commence the Services on 1 June 2021 (“the Effective Date”) and, subject to Clause 10.1 shall complete the Services on or before 31 March 2024 (“the Expiry Date”) unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.

2.2 The Department at its sole discretion may extend the Contract, subject to satisfactory performance of the Contractor, for a period of up to [12 months] by giving not less than 3 months’ notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.

3 Contractor's Obligations

- 3.1** The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.
- 3.2** The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3** The Contractor shall, in performing its obligations under the Contract:
 - 3.3.1** conform to the requirements of the Services requirements (as set out in Schedule 1) and the Contractor's Solution or as otherwise agreed in writing between the Parties;
 - 3.3.2** carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the Department specified by the Department from time to time;
 - 3.3.3** comply with Good Industry Practice;
 - 3.3.4** ensure that the Services are provided by competent and appropriately trained personnel;
 - 3.3.5** comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
 - 3.3.6** comply with the KPIs and service levels requirements set out in schedule 1;
 - 3.3.7** comply with applicable Law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
 - 3.3.8** comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of the Department, the service recipients and all other persons including members of the public; and
 - 3.3.9** comply with all safety, security, acceptable use and other policies of the Department from time to time notified to it and procure that the Contractor's Personnel also comply.

4 Departments Obligations

The Department shall pay the Charges in compliance with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

5 Changes to the Department's Requirements

- 5.1 The Department shall notify the Contractor, in writing, of any change to the Department's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department, provided that it shall be entitled to payment for any additional costs above the Charges set out in Schedule 2, it incurs as a result of any such changes. The Parties shall the amount of such additional costs in writing, prior to implementing the changes.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a contract with a supplier or contractor for the purpose of performing its obligations under the Contract (the "**Sub-contractor**") it shall ensure prompt payment in accordance with this clause 7.1. Unless otherwise agreed by the Department in writing, the Contractor shall ensure that any contract requiring payment to a Sub-contractor shall provide for undisputed sums due to the Sub-contractor to be made within a specified period from the receipt of a valid invoice not exceeding:

7.1.1 10 days, where the Sub-contractor is an SME; or

7.1.2 30 days either, where the sub-contractor is not an SME, or both the Contractor and the Sub-contractor are SMEs,

The Contractor shall comply with such terms and shall provide, at the Department's request, sufficient evidence to demonstrate compliance.

- 7.2 The Department shall be entitled to withhold payment due under clause 7.1 for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 7.1. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 7.3 The Contractor shall take all reasonable steps to satisfy itself that its Contractor Personnel or sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.3.1 Notwithstanding the Contractor's right to sub-contract pursuant to Clause 7.1, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

- 7.4 The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the provision of the Services and giving such other particulars as the Department may reasonably require.
- 7.5 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to provide the Services or otherwise is not providing the Services in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from providing the Services and shall provide a suitable replacement (at no cost to the Department).
- 7.6 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to provide the Services under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Contract Manager of proposals to change key employees or sub-contractors.
- 7.7 The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.8 The Contractor, its employees and sub-contractors (or their employees), whilst on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.9 The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

8 Intellectual Property Rights

- 8.1 It is acknowledged and agreed between the parties that all existing or future Department's Intellectual Property Rights shall vest in the Crown absolutely.
- 8.2 Any Intellectual Property Rights of the Contractor which are in existence at the date of this Contract and which are comprised in or necessary for or arising from the performance of the Services owned by the Contractor ("Background Intellectual Property") shall remain in the ownership of the Contractor but in consideration of the fees payable pursuant to this Contract, the Contractor hereby grants to the Department in respect of such Background Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licences to a replacement contractor and/or Government department.

- 8.3** The Contractor agrees that at the request and cost of the Department it will and procure that its officers, employees and agents will at all times do all such reasonable acts and execute all such documents as may be reasonably necessary or desirable to ensure that the Department receives the full benefit of all of its rights under this Contract in respect of the Department's Intellectual Property Rights or to assist in the resolution of any question concerning the Intellectual Property Rights.
- 8.4** The Contractor hereby waives any Moral Rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 8.5** The Contractor warrants:
- 8.5.1 that the Department's Intellectual Property Rights comprise the original work of and were created by or on behalf of the Contractor;
- 8.5.2 that the Department's Intellectual Property Rights have not and will not be copied wholly or in part from any other work or material;
- 8.5.3 that the use of or exercise by the Department of the Department's Intellectual Property Rights and the Background Intellectual Property will not infringe the rights of any third party;
- 8.5.4 that the Contractor has not granted or assigned any rights of any nature in the Department's Intellectual Property Rights to any third party.
- 8.6** The Contractor shall ensure that any copyright materials produced by or on behalf of the Contractor shall be marked with the following copyright notice " © Crown Copyright ***year of publication***".
- 8.7** On expiry or termination of this Contract however arising, the Contractor shall deliver to the Department (or as the Department directs) any documents and data (whether hard copy or electronic) incorporating the Department's Intellectual Property Rights or necessary for the Department to receive the full benefit of the licence or the Background Intellectual Property pursuant to Clause 8.2 and any property belonging to the Department which may be in the Contractor's possession or under their control.

9 Indemnity and Warranty

- 9.1** The Contractor shall, in discharging its obligations under the Contract, ensure the Services are performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances. The Department relies upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made in its Contractor's Solution and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services shall conform to the Quality Standards of the Contract using Good Industry

Practice and shall be fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2 Neither Party excludes or limits its liability (if any) to the other:
- 9.2.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 9.2.2 for personal injury or death resulting from the its negligence;
 - 9.2.3 under section 2(3) Consumer Protection Act 1987;
 - 9.2.4 any breach of clause 12 (Confidentiality);
 - 9.2.5 for its own fraud; or
 - 9.2.6 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.
- 9.3 Subject to clauses 9.2 and 9.4, the Contractor shall indemnify the Department and keep the Department indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Contractor Personnel, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any breach of the terms of this Contract or default by the Contractor or any other loss which is caused directly by any act or omission of the Contractor.
- 9.4 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 8 (Intellectual Property) and 16 (Tax Indemnity).
- 9.5 Subject to clauses 9.2, 9.3 and 9.7, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:
- 9.5.1 for any losses of an indirect or consequential nature;
 - 9.5.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or
 - 9.5.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.
- 9.6 Subject to clauses 9.2 and 9.4, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:
- 9.6.1 in respect of damage to property is limited to £1,000,000 in respect of any one incident or series of connected incidents; and

- 9.6.2 in respect of any claim not covered by clause 9.6.1, is limited in each calendar year in aggregate to 150% of the sum of the Charges payable in that year.
- 9.7 The Department may recover from the Contractor the following losses incurred by the Department to the extent they arise as a result of a Default by the Contractor:
- 9.7.1 any additional operational and/or administrative costs and expenses incurred by the Department, including costs relating to time spent by or on behalf of the Department in dealing with the consequences of the default;
 - 9.7.2 any wasted expenditure or charges;
 - 9.7.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
 - 9.7.4 any compensation or interest paid to a third party by the Department; and
 - 9.7.5 any fine or penalty incurred by the Department and any costs incurred by the Department in defending any proceedings which result in such a fine or penalty.
- 9.8 Except as otherwise expressly provided by the Contract, all remedies available to the Department for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.9 All property of the Contractor whilst on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.10 The Contractor shall effect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the Department deems to be appropriate but not less than £5,000,000 for any one claim; for Professional Indemnity Insurances for the sum and range of cover as the Department deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the duration of the Contract and for a minimum of 6 years following the end of the Contract period.
- 9.11 The Contractor shall supply to the Department on demand copies of the insurance policies and/or duly signed Broker's certificate evidencing the insurance maintained under clause 9.10.
- 9.12 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

- 9.13 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract.
- 9.14 The Contractor warrants and represents that:
- 9.14.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- 9.14.2 in entering the Contract it has not committed any fraud;
- 9.14.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Department prior to execution of the Contract;
- 9.14.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;
- 9.14.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 9.14.6 the service specific Intellectual Property Rights materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this clause 9.14.6 shall not apply to any Intellectual Property materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
- 9.14.7 the use by the Department of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
- 9.14.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:
- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

9.14.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

9.14.10 it has notified the Department in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

Monitoring and Remediation

9.15 If the Department reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:

9.15.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the Department (not to be unreasonably withheld) and which, once approved, the Contractor shall implement; and

9.15.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until the Department reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the Department in this regard.

9.16 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Department may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the Department may direct.

10 Termination

10.1 This Contract may be terminated by either party giving to the other party at least 3 months' notice in writing.

10.2 In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.

- 10.4** This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:-
- 10.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 10.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 10.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 10.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 10.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 10.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 10.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 10.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to the payment of Social Security contributions;
 - 10.4.9** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil its obligations relating to payment of taxes;
 - 10.4.10** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.
- 10.5** Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

11 Status of Contractor

- 11.1** In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2** The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

12 Confidentiality

- 12.1** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.** Clause 12 shall not apply to the extent that:
 - 12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
 - 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 12.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 12.2.5 it is independently developed without access to the other party's Confidential Information.
- 12.3** The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 12.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.

- 12.6** Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 on a confidential basis to any Central Government Body for any proper purpose of the Department or of the relevant Central Government Body;
 - 12.6.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 12.6.3 to the extent that the Department (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - 12.6.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 12.6.1 (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - 12.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract, including audit rights, step-in rights and exit management rights; or
 - 12.7.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.
- 12.8** The Department shall use all reasonable endeavours to ensure that any Central Government Body, Contracting Department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.9** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 12.10** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.10** Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 12.11** The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.
- 12.12** The Contractor shall assist and cooperate with the Department to enable the Department to publish this Contract.

13 Freedom of Information

13.1 The Contractor acknowledges that the Department is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department to enable the Department to comply with its information disclosure obligations.

13.2 The Contractor shall and shall procure that its Sub-contractors shall:

13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the Department with a copy of all Information in its possession, or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

13.5 The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken their views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.6 The Contractor shall ensure that all Information is retained for disclosure and shall

permit the Department to inspect such records as requested from time to time.

14 Access and Information

The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.

15 Transfer of Responsibility on Expiry or Termination

15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.

15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

16 Tax Indemnity

16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate Income Tax and pay it to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.

16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration. Where the Department has deemed the Contractor to be an Off-Payroll Contractor as defined by Her Majesty's Revenue and Customs the Department reserves the right to calculate primary (employee) National Insurance contributions (NICs) and pay them to HMRC. The amounts will be deducted from the Contractor's fee for the work provided.

16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.

- 16.4** A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 16.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 16.3 above if the Contractor:
 - (i) fails to provide information in response to the request within a reasonable time,
- or
- (i) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
 - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
 - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
 - (d)
- 16.6** The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.
- 16.10** The Contractor authorises the Department to provide the HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not Department is obliged as a matter of law to comply with such request.

16.11 The Contractor shall register for value added tax if and when required by law and shall promptly notify the Department for Work and Pensions of its liability for Class 2 and, where appropriate, Class 4 national insurance contributions.

17 Data Protection

17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 3a. The only processing that the Processor is authorised to do is listed in Schedule 3a by the Controller and may not be determined by the Processor

17.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

17.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 3a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

17.5 Subject to clause 17.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

17.6 The Processor's obligation to notify under clause 17.5 shall include the provision of further information to the Controller in phases, as details become available.

- 17.7** Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 17.8** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 17.9** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 17.10** Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 17.11** Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 17 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 17.12** The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

17.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

17.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18 Amendment and variation

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time.

19 Assignment and Sub-contracting

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

20 The Contract (Rights of Third Parties) Act 1999

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

21 Waiver

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22 Notices

22.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, or e-mail, addressed to the recipient at its registered office or its address (or such other address, or e-mail address as may be notified in writing from time to time).

22.2 The notice, demand or communication shall be deemed to have been duly served:

22.2.1 if delivered by hand, when left at the proper address for service;

22.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

22.2.3 if made by e-mail, at the time of transmission, dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message or, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

23 Dispute resolution

23.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

23.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 23 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

23.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

24 Discrimination

24.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.2 The Contractor shall take all reasonable steps to secure the observance of Clause 24.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

25 Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

As witness the hands of the parties

Authorised to sign for and on
behalf of the Secretary of

State for Education

Version: 7.0

Authorised to sign for and on
behalf of Improvement and
Development Agency For Local
Government

Last Update: 25/06/20

Signature



Signature



Schedule 1 Background, Aims, Objectives, Schedule of Work

1. Background

- 1.1. Leadership is one of seven key enablers of improvement, that are crucial to well-functioning children's services (ISOS Partnership 2016). This not only includes stable and effective leadership in delivering services but also includes the effectiveness of political and corporate leadership, which are equally important determinants of LA success, in delivering high performing services.
- 1.2. Ofsted's judgement of LA performance, under the Inspection of Local Authority Children's Services (ILACS) framework, is a key indicator of how effective LA children's social care services are. This includes the impact of leaders on practice and, therefore, the lives of children and young people in their area. Whilst Local Area SEND Inspections do not currently consider leadership as a specific focus, they do evaluate how well the local area meets its collective responsibility across Education, Health and Social Care.
- 1.3. Of the 102 LAs inspected under the ILACS framework (at March 2021), 42% are judged 'Inadequate' or 'Requires Improvement' (RI) for 'the impact of leaders on practice'. For SEND, out of the 60 Areas that have been required to produce a Written Statement of Action (WSoA), 47 had significant weaknesses in leadership, governance or strategy.

2. Aims

- 2.1. The Contractor shall use all reasonable endeavours to achieve the following aims;
 - To prepare all Lead Members to fulfil their statutory role in children's services.
 - To build the understanding of corporate leaders to enable high performing children's services.
 - To equip corporate and political leaders with the skills to scrutinise performance, provide effective challenge and ultimately drive improvements in children's social care and SEND.
 - To support LAs to improve their Ofsted judgements for Leadership or maintain these where LAs are judged Good or better.

3. Objectives

- 3.1. The Contractor shall use all reasonable endeavours to achieve the following objectives;
 - Objective 1 - Provide targeted improvement support to select LAs, to be agreed with the Department, with a focus on the effectiveness of LA senior leaders, the effectiveness of partnerships (with the Police and clinical commissioning groups as a minimum) and the strategic approach to improving children's social care and SEND services – this will include specifically working with the director of children's services (DCS), the local authority chief executive, the lead member and partner representatives, as a minimum.
 - Objective 2 - Support LA leaders with challenges in their children's social care and SEND services, arising from the COVID-19 pandemic, and the development and delivery of recovery plans.

- Objective 3 - Provide diagnostic services to select LAs, to be agreed with the Department, with a focus on the effectiveness of corporate parenting arrangements and advisory support to deliver the resulting recommendations and improvements.

4. Methodology

4.1. The Contractor shall perform the tasks detailed in the Schedule of Work.

SCHEDULE OF WORK

Task	Output	Date Required
Attend a 'kick-off' meeting with Department staff	<ul style="list-style-type: none"> • Timeline for mobilisation agreed 	w/c 07/06/2021
Produce a delivery plan	<ul style="list-style-type: none"> • Programme delivery plan with clear actions & timescales 	w/c 07/06/2021
Produce a communication strategy and plan	<ul style="list-style-type: none"> • Communication strategy and plan, for minimum of 12 months, with a clear timeline. 	w/c 07/06/2021
Develop a diagnostic approach and tools for use with LAs	<ul style="list-style-type: none"> • Diagnostic framework focused on corporate parenting. 	w/c 12/07/2021
Deliver diagnostic and advisory support to LAs	<ul style="list-style-type: none"> • Agree LAs with the Department • Diagnostic report and recommendations for LAs • Advisory support to address recommendations 	In line with agreed timescales, based on individual LAs
Deploy resources to deliver targeted improvement support	<ul style="list-style-type: none"> • Agree LAs with the Department • Experienced individuals are providing support to LAs 	In line with agreed timescales, based on individual LAs
Evaluate the impact of targeted support and diagnostic work	<ul style="list-style-type: none"> • Evaluation • Progress against KPIs 	In line with agreed timetable

End of schedule 1

Schedule 2 The Charges

1 Pricing Schedule attachment:



2 Funds allocated to a particular expenditure heading in the attached ("pricing schedule attachment") 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 price schedule attached 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 quarterly in arrears and shall be detailed against the expenditure headings set out in the attached pricing schedule. 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 each quarter electronically by email to your contract manager  and PMO.LAIntervention@education.gov.uk , quoting your Purchase Order 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** 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 Schedule 1.
- 12** 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.

End of Schedule 2

Schedule 3a 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.Warren@education.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [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 Clause 17.1.
Subject matter of the processing	Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the Local Authorities and Department for Education.
Duration of the processing	1 June 2021 – 31 March 2024
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: reviews, diagnostics, employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Any data relating to personal details. This includes but is not limited to; name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.
Categories of Data Subject	This includes but is not limited to: Staff (including volunteers, agents, and temporary workers), Departments/ clients, suppliers, patients, students / pupils, members of the public, service users etc.

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	Any data processed will only be retained for the duration of the contract and returned to the Department upon contract completion.
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End of Schedule 3a

Schedule 3b DOES NOT APPLY

Annex 1: Disclosure and Barring Service Checks (DBS)

- 1.1 Access by Contractor or sub-contractor staff to Departmental and Local Authority Data, including user credentials, shall be confined to those individuals who have a “need-to-know” in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS) <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>; or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental and Local Authority Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 1.2 Any suspected or actual breach of the confidentiality, integrity or availability of I Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.

Incidents shall be reported through the department’s nominated system or service owner.

Incidents shall be investigated by the contractor with outcomes being notified to the Department.

Annex 2 Identifying Conflicts of Interest

1. The Contractor shall:
 - 1.1. not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Contractor hereby acknowledges) to comply with its obligations under the Contract to the required standards; and
 - 1.2. take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of the DFE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to the DFE under the provisions of the Contract in either case, referred to in this clause 34 as a “Conflict of Interest”.
2. If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this annex 2 the Contractor shall forthwith provide full particulars to the DFE.
3. In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.
4. Without prejudice to the foregoing provisions of this annex 2, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:
 - 4.1. take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the DFE (acting reasonably); and
 - 4.2. give the DFE a comprehensive and detailed written statement of the action it had taken.
5. If the DFE is not satisfied with the Contractor’s actions, the Contractor shall, on request by the DFE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).
6. Without prejudice to any other right or remedy it may have, the DFE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DFE, there is any continuing breach by the Contractor of the provisions of this annex 2.

Background

The leadership programme, delivered over the past two years, has provided targeted improvement support to 91 LAs with responsibility for children's social care services, across England. The support has been broad and included guidance to senior LA officials, facilitation and support to develop senior leadership teams, sharing of good practice, specific support on strategy or financial challenges and bespoke training activities, among other things. The outcome of this support to date has ranged from increased knowledge and confidence of individuals to improvements in service delivery, such as better use of data to inform where resources are focussed.

The targeted improvement support offer needs to adapt quickly to the needs of individual LAs, particularly in response to Covid-19 recovery. A whole-council approach to improvement of children's services will ensure the greatest impact and so the targeted support offer, focused on effectiveness of senior leaders and strategy, needs to complement other improvement work that may be in place.

LAs have a unique responsibility to the children they look after and their care leavers and are often referred to as being the 'corporate parent'. Strong corporate parenting means strong leadership, challenge and accountability at every level, so it is vital that all parts of an LA, and its partners, beyond those directly responsible for care and pathway planning, recognise they have a key role to play. Corporate parenting is an important part of the Ofsted Inspection of Local Authority Children's Services (ILACS) framework. We want to target support to LAs whose corporate parenting arrangements are underdeveloped to ensure they are meeting the needs of looked after children, this includes meeting those children's education and health needs.

Project Objectives

1. To provide targeted improvement support to select LAs, to be agreed with the Department, with a focus on the effectiveness of LA senior leaders, the effectiveness of partnerships (with the Police and clinical commissioning groups as a minimum) and the strategic approach to improving children's social care and SEND services – this will include specifically working with the director of children's services (DCS), the local authority chief executive, the lead member and partner representatives, as a minimum.
2. To support LA leaders with challenges in their children's social care and SEND services, arising from the COVID-19 pandemic, and the development and delivery of recovery plans.
3. To provide diagnostic services to select LAs, to be agreed with the Department, with a focus on the effectiveness of corporate parenting arrangements and advisory support to deliver the resulting recommendations and improvements.

Key Performance Indicators (KPIs)

As a minimum the supplier will deliver the following;

Currently, around 50% of LAs are judged to be Inadequate or Requires improvement overall, under the Ofsted ILACS framework, for children's social care. For SEND, 50% of Local Areas inspected had to produce a WSoA – a plan to address significant weaknesses. Over the next 5 years, the Department aims to significantly improve the performance of children's social care and SEND services to ensure the most vulnerable children and young people in the country receive high quality support. This contract will be a core part of the Department's strategy to achieve this.

The Department will assess the contractor's contribution towards this overarching aim via the following metrics;

- 75% of corporate and political leaders, in LAs receiving targeted support through the contracted minimum 540 days, feel more confident about their role in improving children's social care and SEND services and can demonstrate the impact of this, within three months of targeted improvement support ending.
- 75% of LAs, who receive diagnostic and subsequent advisory services through this contract, feel that they have been provided with sufficient advice to improve their corporate parenting arrangements and can demonstrate the impact of this on children looked after and care leavers.

N.B: What constitutes the improvement support offer will be further defined after the contract has been awarded due to bidders being encouraged to propose the method of delivery.

Target Participant Group

Targeted improvement support will mainly be delivered to LAs who are judged to be 'Inadequate' or 'Requires Improvement' under the Ofsted ILACS framework or who have a WSoA (or equivalent) for SEND services (this group is approximately 75). The number of LAs in these groups are subject to change throughout the lifetime of the contract, based on the outcomes of Ofsted inspection activity.

Diagnostic and advisory support will be delivered to 12 LAs whom Ofsted consider need to improve their corporate parenting arrangements, for each year of the contract. These will be agreed with the Department in advance.

Service Level Agreements (SLAs)

These will form a part of the contractual agreement and must be met to ensure the successful project delivery;

- The supplier will deliver a minimum of 540 days of targeted improvement support to LAs who are predominantly judged to be 'Inadequate' or 'Requires Improvement', or who have a WSoA (or equivalent), for each year of the contract. This must cover all nine regions in England. The Department will work with the supplier to ensure support is allocated based on regional intelligence and priority will be given to the poorest performing LAs and/or those who are most at risk of a decline in performance. This is a demand led service therefore the Department cannot set out which LAs require support at the outset, however a minimum of two weeks' notice to the need will be provided throughout the contract lifetime.
- The supplier will deliver diagnostic and subsequent advisory support to 12 LAs, for each year of the contract. Diagnostic services will be set against corporate parenting principles, as a minimum, and must result in a series of recommendations for 100% [12] of LAs worked with. Follow up advisory support will be provided to the LAs to

assist them in implementing recommendations arising from the diagnostic. LAs who receive this support are likely to be those whom Ofsted consider need to improve their corporate parenting arrangements and will need to be agreed with the Department in advance.

- The supplier must work with other improvement partners involved in an LA's improvement journey. These include but are not limited to the Regional Improvement and Support Leads (RISLs), Department appointed Advisers and Commissioners, Sector-led Improvement Partners (high-performing LAs) and SEND Advisers. The regularity and type of communication required with these partners will depend on the level of support being delivered to individual LAs. This will be monitored, by the Department, to ensure it remains appropriate.
- The supplier may be required to participate in formal six-monthly reviews of LAs, where support is being provided, who are in DfE intervention. This will be monitored, by the Department, to ensure it remains appropriate.

The supplier will gather qualitative information from LAs to evaluate the effectiveness of targeted improvement support and diagnostic/advisory services. These will be at regular intervals and as a minimum should be prior to any targeted support or diagnostic services (baseline), within two weeks of any targeted support or diagnostic services being completed and six months after any support has been completed. The supplier will share this information with the Department as part of contract monitoring arrangements.

Cost

Anticipated average day rate per person, delivering any aspect of this service is £0-£600. This excludes additional costs such as administration, overheads etc. Please see the costing sheet for full details of how bid costs should be itemised.

Please note the costs quoted are indicative and intended to be used as a guide for the bidder. **The maximum day rate per person, delivering any aspect of the services in this lot, is £600. Any bid over this amount will be discounted and removed from the bidding process.**

Place

The successful supplier(s) will be expected to travel to all nine regions of England to deliver support. Bidders should note that their quoted rates are inclusive of all anticipated expenses including travel. In light of the Covid-19 pandemic, the successful bidder(s) may need to work remotely and adapt delivery to ensure continued successful delivery of the project objectives and KPIs.

There is an expectation that bidders will attend meetings with the DfE Contract Manager and other officials as required. In addition, bidders may be asked to attend/input to occasional development activities with the Department and others working in the children's social care sector.

Publicity and media enquiries

The supplier shall not make any press announcements without the Department's prior written approval. Any such press announcements shall remain subject to the rights relating to Confidential Information.

The supplier shall not publicise the Contract in any way unless required to do so by law.

The supplier shall not do anything or permit to cause anything to be done, which may

damage the reputation of the Department or bring the Department into disrepute.

Contract Arrangements

The contract manager will be the supplier's *day-to day* contact.

Suppliers will be required to meet with the contract manager monthly to discuss delivery and progress of all programmes. Suppliers will also be required to provide written progress updates on a quarterly basis against KPIs and SLAs.

Further detail of this will be discussed and agreed within the initial project kick-off meeting.

Question 1.2.1 How will you ensure that elements of social value identified above form part of your delivery strategy?

Fighting climate change

The LGA Assembly declared a climate emergency in 2019 and signed up to a reduction of carbon emissions. A group of the LGA's lead politicians is leading the organisation's preparation for the 26th UN Climate Change Conference of the Parties (COP26) in Glasgow later this year. In terms of our own footprint, the LGA's network of regional based staff including Children's Improvement Advisors ensures travel between meetings and events are minimised. The LGA actively encourages the use of public transport and has a cycle to work programme. The LGA invested in an improved IT infrastructure enabling us to provide more support and training on-line as a result of the Covid 19 pandemic. In future, a hybrid model of face to face and virtual support will be developed, further reducing unnecessary travel and overnight stays (thereby reducing hotels' carbon footprints). The LGA continue to support digital maturity and move from paper-based working. Documents are shared electronically wherever possible to reduce printing and paper usage. The increase in home working has also been considered and we have produced a guidance document on limiting the use of central heating while home working. The LGA has a robust procurement policy and process which underpins the importance of all our contractors being able to demonstrate a commitment to sustainability and combating climate change.

Equal opportunity

The LGA is committed to:

- valuing people and our differences
- treating people with dignity and respect
- developing a workplace that is inclusive of all colleagues and where all colleagues feel equally safe, valued and supported
- encouraging people to speak out, listening and responding to their concerns
- closely monitoring what our data tells us
- learning from best practice

The LGA is a Level 3 Disability Confident Leader, accredited by the Department for Works and Pensions. We also have a disability action plan that the LGA is committed to deliver against. The LGA recognised that it needed to be more diverse and have equalities, inclusion and valuing diversity at the heart of everything we do. We commissioned an external audit in 2020 and staff have been consulted on the development of a three-year Equality, Diversity, and Inclusion (EDI) Strategy and Action Plan. This strategy prioritises action on our internal functions including HR, procurement, commissioning and training. One key objective is to increase the diversity of our workforce. Our Children's Services review/diagnostic methodology includes a focus on equality, diversity and inclusion. The LGA's National Graduate Development Programme aims to provide diverse, talented future leaders for local government and is committed to continuous improvement with respect to equality, diversity and inclusion. The LGA has an extensive pool of political, officer and consultant peers and we ask for equality monitoring information. This allows the LGA to provide teams of peers that reflects the diverse community of councils wherever possible. Work to widen the diversity of our peer pool is also part of our EDI action plan. We have a Modern Slavery statement and provide guidance for others on this.

Question 1.3.1 Demonstrate your understanding of LA performance in relation to children's social care and SEND services and the role that corporate and political leaders play in this. Provide evidence of how you have applied this understanding in your work.

Understanding the role of leadership in delivering effective children's services, and the importance of:

- Whole council response to improvement and the role of corporate services
- Support and challenge across the leader, chief executive, lead member and DCS
- Supporting the Covid response and the development of council and regional recovery plans
- Council's role in establishing an effective SEND system working with health/education
- Scrutiny that is robust and helps shape improvement
- Expertise/experience of the leader, lead member, chair of scrutiny/corporate parenting
- Capability of the DCS and their leadership team
- Council's role as a statutory safeguarding partner alongside police/health
- Working with schools as a key universal setting to provide early intervention
- Understanding/commitment of all councillors as a corporate parent
- Leadership that is focussed on outcomes for children

Understanding the performance of social care/SEND across all 151 councils/partners through:

- Analysis of performance using local, regional and national datasets and inspection outcomes.
- intelligence through extensive networks that have been built with children's leadership teams and other partners
- quality assuring council/regional self-assessments
- auditing children's case files and EHCPs
- chairing/represented on improvement boards for social care/SEND
- delivering social care and SEND diagnostic exercises
- supporting social care and SEND improvement activity through the RIAs

Understanding of the role of leaders in improving children's social care/SEND services, through:

- Delivering training and support to leaders in children's and corporate services to understand their role in improvement
- Supporting a whole council approach to ensure the conditions are in place for delivering quality services
- Defining and embedding a culture where the roles of the Leader, CEX, Lead Member and DCS work collaboratively and provide effective challenge
- Understanding the different approaches required in an improvement journey from inadequate to outstanding - from compliance to quality practice
- Using diagnostics to scrutinise the effectiveness of leadership and the impact on services.

Understanding of the principles of good corporate parenting through:

- Detailed knowledge of the legislation, duties and how these are applied to ensure an effective approach that supports vulnerable children

- Taking the lived experiences of vulnerable children to embed an approach in councils that is aspirational and supportive
- Providing development to key groups including lead members, cabinet, full council and officer leadership teams
- Development of corporate parenting vision, strategy and plans, and sharing good practice across councils
- Developing guidance so that key individuals understand their responsibilities
- Developing engagement activity with looked after children and care leavers to shape the support they receive
- Working with corporate parenting boards to provide effective governance

Understanding of the statutory role of the Lead Member and DCS through:

- Detailed knowledge of the statutory duties of the DCS and Lead Member and providing support to enable effective working
- Delivering training, mentoring, coaching and providing resources/networking for key political and officer leaders including DCS and Lead Members
- Delivering Test of Assurance activity in councils to ensure the statutory duties of the DCS are being fulfilled
- Providing support and challenge to DCSs and Lead Member through specific issues and challenges – inspection, high court judgements

Knowledge of the Ofsted Inspection of Local Authority Children's Services (ILACS) and Local Area SEND Inspection frameworks, through:

- Significant experience of managing different types of council through inspection (200 inspections)
- Developing diagnostic methodology that mirrors inspection and helps councils prepare for inspection
- Providing guidance and advice to councils during ILACS and SEND inspections and Ofsted annual conversation
- Recruiting peers to deliver support that have experience as Ofsted/CQC inspectors
- Supporting the development of robust improvement plans following inspection
- Analysing national and regional inspection outcomes to inform and shape support

The following resources and capacity are in place to enable a significant understanding of all parts of children's services:

- **Expertise** - a children's improvement advisor in each region provides support and challenge to the political/officer leadership teams in councils. Each CIA has previously been a DCS (some also been responsible for adult and health services) and bring an understanding of the challenges, expertise in driving improvement and experience in being inspected (over 200 Ofsted and CQC inspections). The CIA works with the DfE, Ofsted and ADCS to co-ordinate activity at regional and individual council level to support improvement. This activity is overseen by a Director of Children's SLI who in their last role as a DCS moved a council from an inadequate to an outstanding ILACS and a successful SEND inspection.
- **Wider council expertise and capacity** – the Principal Advisors across the nine regions are the key link for Leaders and CEX in councils and can draw in other support including adults, workforce, commissioning and finance.
- **Reach and engagement** – in the last two years a range of support has been provided to all 151 councils responsible for the delivery of children's services.

- **Capacity** – recruited/trained a pool of over 450 peers who have significant experience and expertise in managing social care and SEND services. These provide support and diagnosis and give their time freely as part of a sector led improvement approach.
- **Political engagement** – mechanisms to communicate with all councillors to share information, training opportunities and good practice. Access to a pool of effective leaders, lead members, chairs of scrutiny/corporate parenting to work with councillors who may be new to the role or facing specific issues.
- **Produced guidance** – developed to support councillors and officers understand their roles, statutory responsibilities, interpret policy/statutory guidance and highlight innovative practice.
- **Training and development** – in the last 12 months, delivered quality training and development activity to over 3,500 councillors and officers responsible for delivering services for children.
- **Diagnostic support** - delivered 231 children’s diagnostics in 117 councils since 2011. Managing a robust process that provides an independent diagnosis of issues, strengths and recommendations for improvement.
- **Developed tools** - to analyse performance information. Including the Risk Tool, shown it can predict 80% of Ofsted inadequate judgements and LG Inform which provides benchmarking information using social care/SEND metrics.
- **Published research** - that has informed national policy and shaped local practice in children’s services. Including work with ISOS that articulated the seven enablers of improvement
- **Policy development** – provide vital link between central/local government in informing policy and guiding local implementation.

Question 1.3.2 Demonstrate your track record of developing senior leaders to deliver high performing children’s services.

Impact - enhanced LGA children’s leadership improvement programme was introduced in 2018. Over the same timeframe 102 ILACS reports have been published:

- 84% of these have shown an improved or maintained leadership judgement compared to their previous SIF
- 82% have shown an improved or maintained overall judgement compared to their previous SIF
- Of the 68 councils that have improved or maintained a good or outstanding for leadership, 91% engaged with at least one of the LGA support strands

Independent evaluation - in July 2020 the LGA published an independent evaluation of its children’s services improvement work. Key findings included:

- The relationships between Children’s Improvement Advisers and councils are highly valued and are the foundation from which much positive change has been made.
- In the last two years LGA support has focussed on children’s services in 133 of the 151 councils.
- Across the 61 children’s diagnostics and reviews that were delivered in 2019/20, 1,220 days were ‘time in kind’ from council officers and partners in health, education, police and voluntary sector. This equates to approximately £0.75 million free expert consultancy.
- The LGA Children’s SLI offer is a well-rounded offer - the suite of support on offer reaches councils at political and officer level and addresses multiple levels of need.

- Outcomes for lead members involved in leadership development activity ranged from changes on an individual level, such as increased knowledge and confidence in the role of lead member for children's services, to improvements in service delivery, such as better use of data to inform where resources are focussed.

Children's Improvement Advisor – one in each of the nine regions. All have extensive, senior and recent experience of working in children's services either as DCS and/or DfE Advisor. In the past 18 months the CIAs have worked intensively with all councils that are judged by Ofsted to be 'inadequate' or 'requires improvement' and provided:

- Guidance and support – responding quickly to crisis and providing guidance to children's, corporate and political leaders
- Challenge – assessing service performance and providing robust challenge to senior leaders to drive improvement

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- Guidance and support – responding quickly to crisis and providing guidance to children's, corporate and political leaders
- Challenge – assessing service performance and providing robust challenge to senior leaders to drive improvement

Political leadership development – activity to support lead members and scrutiny chairs with the key challenges, understand policy, develop leadership capacity, share learning and provide a valuable networking opportunity. 162 lead members and chairs of children's scrutiny have participated in the leadership programme that has been delivered between 2018 -20. 70% of participants were new to their political leadership role (in the last 12 months). 67% of local authorities were lead members or chairs of children's scrutiny have engaged in LGA leadership development activity and had an ILACS have improved or maintained their Ofsted judgement for leadership.

Diagnostics/reviews - delivered 80 diagnostics in the last three years that have covered a range of services areas including CiN, child protection, early help, SEND, resources, MASH/front door, contextual safeguarding, school improvement, corporate parenting, leadership, permanency, voice/participation. These provide independent scrutiny through a robust framework, leading to a clear set of findings and recommendations for improvement. Each diagnostic includes an audit of children's cases (EHCPs if appropriate) to provide evidence of the quality of practice.

Sharing practice and innovation - the peer support model realises a wide range of benefits for the peers themselves. Both in terms of their professional development and how they reflect on the practice, culture and strategy in their own organisation in comparison to the council they are providing support to. Peers take back examples of good practice and a refreshed perspective that they can refine and apply to their own organisation. They also build strong professional networks through which they continue to share good practice. In 2019/20 over 200 peers and associates from over 90 different councils/organisations were involved in delivering support and diagnostics. Sharing learning and excellence – 50 officers from councils with an overall ILACS judgement of good or outstanding have delivered LGA peer support in other places

Question 1.3.3 Describe how you would deliver targeted improvement support to LAs to improve the strategic leadership of children’s social care and ensure effective corporate parenting arrangements.

The LGA has established strong relationships with all 151 councils and is able to mobilise quickly an appropriate, credible mix of capacity and expertise. We will be responsive to the needs of the sector and tailor our offer appropriately:

Prioritising places – using tools, performance information and intelligence, work with the DfE to prioritise resources quickly in places that most need support. This will mainly be in places that are struggling (inadequate, RI or WSOA) but a key principle will be early intervention. The roll out of the recently developed LGA risk tool will play a key role in predicting the potential for future inspection failure and mobilising timely support.

Resource development – develop and disseminate tools, materials and case studies to provide a resource that all councils can access. These will be shared with councils and networks through existing mechanisms such as the LGAs CYP bulletin, website and the ADCS weekly bulletin.

- Case studies – publish 12 case studies annually that build on our understanding of what works and areas of innovation
- Corporate parenting diagnostic tool – develop, test and roll out a self assessment tool that councils and partners (health/CCG, police, education)
- can use to evaluate their corporate parenting approach and identify areas for improvement
- Resources/demand diagnostic tool - to develop, test and roll out a tool that supports places to identify key resource risks and opportunities for efficiencies

Partnership/collaboration – build on the extensive networks and strong relationships we have with key organisations/departments to ensure a coherent offer of support that is responsive and effective:

- National – through regular meetings of the existing Children’s Improvement Board (representation LGA, ADCS, Solace, DfE and Ofsted) to identify emerging issues that will shape programme delivery
- Regional – represented on each RIIA, challenging thinking/priorities, identifying themes of support
- Local – working alongside DfE (commissioners, advisors, RISLs, case leads, SEND Advisers) ADCS, councils that have been commissioned by DfE as Sector-Led Improvement Partners and other organisations, to co-ordinate and tailor packages of support for places Specifically, ADCS, Solace, The Staff College and the Council for Disabled Children have agreed to work with the LGA to ensure that the offer and resources delivered through this contract are informed by our extensive and collective expertise of working with the children’s services sector.

The improvement offer – we will deliver a minimum 540 days, targeted support and diagnostic activity in at least 12 places in each year of the contract. This support will be tailored to the needs of the local area, will initially have a specific focus on COVID recovery and will be drawn from the following key strands:

- Children’s Improvement Advisors – will use their experience, expertise (as ex DCSs) and existing relationships with councils and key partners to scope support for local areas, and broker and deliver targeted activity and interventions.
- Peers and associates – the LGA is able to draw upon a pool of over 450 peers and associates with extensive experience in managing and leading social care and SEND services and are trained to deliver diagnostics, mentoring and bespoke support such as test of assurance activity.
- Councillor development – a pool of experienced Lead Members to provide support, challenge and mentoring to other councillors including leaders, lead members, scrutiny/corporate parenting chairs.
- Training and development – to deliver a programme of development that is focussed on improving approaches to corporate parenting. The mix of delivery will include working through individual councils and partners including health/CCG and police, RIAs, lead member networks and national events. 150 officers and councillors will participate each year.
- Review and diagnostic support – delivering diagnostic support using existing, well defined and robust frameworks and including a focus on corporate parenting. Delivering at least 12 diagnostics a year. Evaluating effectiveness – every activity delivered through this programme will have a defined baseline and be evaluated to assess impact to ensure we are able to refine future delivery. We will capture feedback from recipients of support including Leaders, CEX, DCS and Lead Members. In addition, we will look to embed mechanisms to capture feedback from children and families. An annual review and evaluation process will draw this evidence together in a single report and disseminated widely. An outline project timeframe, overview of governance, potential risks and key personnel for delivery are outlined in Appendix 1.

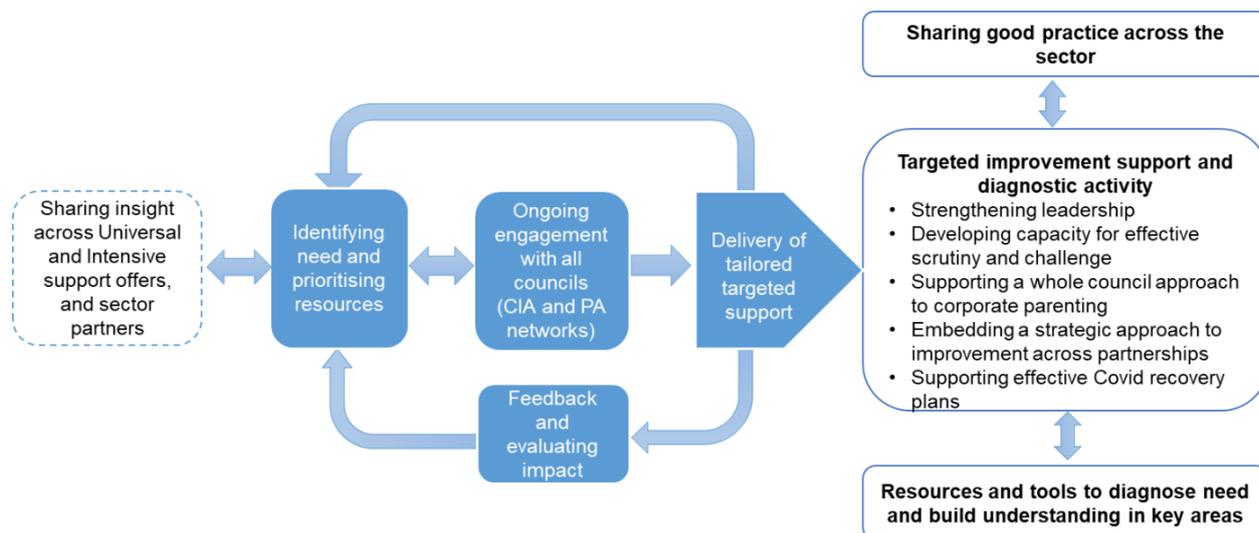
Appendix 1 – Delivery Plan and Project Timeframe

What – the principles for our delivery approach

Building a picture of need and prioritising resources through our strong relationships with key organisations at a regional, national and local level.

- A flexible and adaptable offer, able to respond quickly to changing needs and priorities.
- A mixed offer of interventions tailored to the needs of the local area and wider context – initially a specific focus on Covid recovery.
- Enabling strong corporate parenting through development and support activity aimed at strengthening leadership, challenge and accountability for children’s services across the wider council and partnership.
- Resources to be used with/by councils to support delivery and to diagnose specific needs and opportunities
- Evaluating effectiveness - applying robust frameworks to set goals and learning outcomes for targeted support, and evaluating the impact

How – understanding need and prioritising resources



A more detailed breakdown of the activities proposed to deliver the programme objectives is provided in the project timeline at the end of this document.

Who – the skills, experience and capacity to deliver

The LGA has a highly skilled and experienced team in place to deliver the programme, alongside significant capacity and expertise through our pool of peers and associates that can mobilise quickly to meet identified needs:

LGA Director of SLI

- Children’s services leader with 20 years of experience as a chief officer including Director of Children’s Services and a joint Director of Children and Adults Services.
- Record of leading improvement journeys – led Cornwall from Inadequate to Outstanding ILACS and positive SEND inspection.
- Supported improvement as a DfE commissioner for a number of local authorities.

Children’s Improvement Advisers

- Credible sector experts all with recent experience as Directors of Children’s Services (some have also led adult, health, corporate and community services) and DfE Advisers.
- Experience leading complex partnership arrangements.
- Experience of children’s services and SEND inspections and improvement, including the wider partnership system that supports and enables improvement.
- Active in their regions as Chairs and members of improvement Boards, and providing mentoring and coaching to DCSs, CEs and political leaders.
- Other roles/achievements - DfE Advisors, ADCS President

Peers and associates

- Unique access to experienced member peers including council leaders, lead members and chairs of scrutiny to provide mentoring, coaching and training
- Expertise from our pool of peers and associates with extensive experience across children’s services and partner agencies including 86 former DCSs and CEs, 186 current DCSs and CEs, and 399 health, education and police experts.

Programme team

- A small core team of programme managers and support with significant experience of delivering children’s services improvement programmes at local, regional and national level.

Wider LGA

- Harness the knowledge, expertise and networks of the LGA’s advisers on finance, adults, health, commissioning and corporate leadership to support delivery and engagement with leaders in key corporate roles for supporting children’s services improvement.
- Working with the LGA’s political groups who link to all councillors across local government to engage political leaders in the programme.

Partnerships – the collective ambition and expertise

- The LGA is at the centre of an extensive network of expertise and relationships with other organisations focused on improving outcomes for children and young people and will actively develop strong working relationships and opportunities to share learning.
- Specifically, ADCS, Solace, The Staff College and the Council for Disabled Children have agreed to work with the LGA to ensure that the offer and resources delivered through this contract are informed by our extensive and collective expertise of working with the children’s services sector.
- The children’s improvement and policy work undertaken by the LGA is overseen through a multi-agency Children’s Improvement Board, which has representation from DfE, LGA, ADCS, Solace and Ofsted. This Board will oversee the programme’s progress, share information, and identify emerging issues that will shape programme delivery.

Governance, accountability, and oversight

- This contract will be delivered by the Improvement and Development Agency (IDeA) which is wholly owned by the LGA and is the company which the LGA uses to carry out all of its improvement activities. This ensures a clear distinction between the LGA’s lobbying work and its improvement work. The IDeA has a turnover in the region of [REDACTED] and carries out improvement work for a wide range of government departments including MHCLG, Cabinet Office, DHSC and DfE.
- The IDeA Articles of Association set out how the company is owned and governed and how decisions are made.

Risks and mitigation

Risk description	Consequence	Likelihood	Impact	Mitigation
1. The programme is not aligned with existing improvement support to provide a coherent offer to councils.	Councils do not access the right support at the right time	Medium	High	The LGA works closely with key partners including DfE, ADCS, Solace, Sector Led Improvement Partners, Councils and RIAs to understand the needs of councils and broker a joined-up offer of support.

Risk description	Consequence	Likelihood	Impact	Mitigation
2. Reluctance to engage in programme	Impact of the programme is limited	Medium	High	Tailoring support to the specific needs of this cohort and using existing networks and relationships through the LGA and partners to engage with them. Flexing support to respond to current issues e.g. Covid recovery, local government reorganisation, SEND demand. Options to access support and training remotely.
3. Loss of LGA Children's Improvement Adviser capacity	Loss of experience to support programme delivery	Medium	High	The LGA works with a pool of 45 former DCS associates and would be able to quickly fill gaps in delivery with high quality expertise.
4. The churn of political leaders during local elections	Limited capacity to meet demand for support at key points in calendar	Low	High	Programme has been designed to ensure it is able to respond to the increase in demand following local elections.
5. Covid19 restrictions continue to prevent face to face delivery	Opportunities for networking and interactions for corporate and political leaders are limited	Medium	Medium	The LGA has successfully moved to a remote delivery model in the last 12 months and has had good engagement from councils working in this way.
6. Changing policy and guidance including the outcome of the Care and SEND reviews	Councils needs specific and changed support to implement and embed new policy	High	Low	The LGA works closely with govt to inform new policy and has the expertise, experience and capacity to respond quickly, along with other key partners, to implement new approaches in response to policy shifts.



Schedule 6 Clarification Questions

Clarification Questions - Marked in bold

Local Government Association Response – Marked in italics

The delivery for all three Lots will be dependent on the deployment of sector improvement experts through either Children’s Improvement Advisors (CIAs), political and officer peers and LGA associates – these experts are not LGA staff. This work will be facilitated and co-ordinated by a small core team of LGA staff. The pricing schedule template clearly indicated a requirement to detail the number of staff, FTE and number of days, which was done. But this template did not allow the LGA to detail the commitment of CIAs, peers and associates and because of this, the way day rates were calculated was not a reflection of the true cost. A new pricing schedule for each Lot has been produced and the number of days that CIAs, peer and associates will deliver, has been included in the ‘number of days’ column together with the staff days that were already accounted for here.

All the day rates for all staff, CIA’s, peer and associates that would be involved in the delivery of all three Lots are below the ITT threshold of £600. In many instances these day rates are significantly below this threshold because of the LGAs unique position in the sector to source expert and credible peers who give their time freely to support other councils and places as part of a wider sector led improvement approach. These day rates have been highlighted in Part B of each pricing schedule.

Lot 2

- 1. The pricing schedule for Lot 2 is incorrect and includes the Lot 1 heading (leadership programme and regional networks). Please can you clarify that the information in those two sections is correct e.g. should leadership development programme box actually be for targeted improvement support?**

Yes, the heading should have read ‘targeted improvement support’. The information included under this heading is correct. This heading has been amended in the revised pricing schedule provided

- 2. The spreadsheet says approx. 0 staff delivering the targeted improvement support. Please can you check and confirm whether this is correct? if not please supply the correct figure. We require this to be able to calculate day rates.**

There are not any LGA staff involved in delivering the targeted improvement support. This will be delivered by children’s improvement advisors, political peers and other officer peers, none of which are LGA staff. The day rates for a children’s improvement advisor is [REDACTED] and for political peers is [REDACTED] officer peers provide their time at no cost as part of a sector led improvement approach. Please see revised pricing schedule which now includes the number of days delivery provided by CIAs and political peers.

Overarching SEND capacity/experience/expertise

The LGA has significant experience in supporting leaders to improve their local SEND systems:

- 9 SEND Peer Challenges delivered in the last 12 months providing intensive and robust scrutiny across local SEND systems and identifying areas for improvement. This work is commissioned by the local SEND Partnership Board (or equivalent), includes a review of EHCPs and is conducted by a peer team with expertise in health, education and local government. [Link to LGA SEND Peer Challenge Guidance Manual](#). The SEND peer challenge methodology was developed by working closely with the sector and the Council for Disabled Children.
- The LGAs Director of SLI has significant experience of leading and managing effective SEND systems (see below table for further info)
- The LGAs Children’s Improvement Advisors have significant experience of leading and supporting improvement in local SEND systems (see below table for further info)
- Access to over 120 SEND experts as part of the LGA’s peer pool including special school headteachers, senior leaders of SEND from LAs, Designated Clinical Officers from CCGs, Ofsted/CQC HMI, chairs of local parent/carers forums, and clinical leads for SEND from NHS England. All peers have been trained to deliver SEND diagnostic, peer challenge and bespoke support.
- Commissioned significant research to support the sector to improve SEND services and to inform national policy:
 - [Planning, commissioning, funding and supporting post-16 high needs students](#)
 - [Developing and sustaining an effective local SEND system, complimented by follow-up workshops focused on fostering effective partnership working across education, health and care.](#)
 - [Have we reached a tipping point? Trends in spending for children and young people with SEND in England.](#)
 - The LGA has also commissioned research looking at home-to-school transport that covers SEND, available [here](#).
- The LGA has produced guides for Lead Members and other political leaders to better understand SEND and their roles and responsibilities in improving SEND services. One example is ‘[Must Knows: SEND](#)’
- Delivering training to regional groups of SEND experts so that they can develop and deliver local peer review approaches across SEND services and build an improved understanding of what good looks like.
- The LGA is a member of the DfE SEND Leadership Board and has been working closely with ██████████ to highlight the role of political leadership in developing effective SEND systems
- As part of this bid the LGA and the Council for Disabled Children have agreed to continue to work together to shape and inform SEND improvement support but also to build upon existing improvement activity that is being undertaken by CDC in collaboration with DfE.

- *In one of the recent Dedicated Schools Grant safety valve agreements the DfE agreed the need for the Council to undertake an LGA SEND Peer Challenge.*

Lot 2

1. **Please revise the project timeline in Appendix 1 to give more details of the SEND element for each activity (where applicable). Where activities are joint, please clearly demonstrate the SEND component of the activity.**
(see attached/below)

██████████

██████████

██████████

Please revise the table in Appendix 1 entitled ‘Who - the skills, experience and capacity to deliver’ to;

- Outline the SEND-specific skills and experience of staff delivering services.
(see below)

- Make clear who will be providing oversight and direction for the SEND elements of the programme and outline their skills and experience.

██████████ *the LGA’s Director of Sector Led Improvement*

2. **Please provide more details of planned SEND representation on the Children’s Improvement Board**

The Children’s Improvement Board includes representation from ADCS, Ofsted, DfE, Solace and LGA. The Board is responsible for providing strategic oversight of all children’s services improvement work. Its members have significant expertise and experience in leading SEND services, understanding the SEND system, delivering SEND improvement support, regulating and scrutinising SEND systems and developing and informing SEND policy.

Who – the skills, experience and capacity to deliver

The LGA has a highly skilled and experienced team in place to deliver the programme, alongside significant capacity and expertise through our pool of peers and associates that can mobilise quickly to meet identified needs:

<p>██████████</p> <p>LGA Director of SLI</p>	<ul style="list-style-type: none"> • Children’s services leader with 20 years experience as a chief officer including Director of Children’s Services and a joint Director of Children and Adults Services. • Record of leading improvement journeys – led Cornwall from Inadequate to Outstanding ILACS and positive SEND inspection. • Supported improvement as a DfE commissioner for a number of local authorities. <p>SEND inspections are the areas of significant failure rate with the many authorities receiving statements of action. The Cornwall inspection under ██████████ leadership noted that improvements were being delivered despite increasing demand and diminishing resources. Innovative practice and sound inter-agency working were also highlighted. He is one of the very few DCSs to have overseen a positive SEND inspection, a positive JTAI and an overall journey from inadequate to outstanding in the scored inspection. He was also a DASS for 4 years giving him insight and experience in addressing transition issues and the importance of long term support for people with disabilities. His has the longest tenure of any DCS and this has given him extensive experience of working with schools around SEND. In particular, managing strategic and financial issues, now manifested in the high needs block problem. He started his career working in a special school.</p>
<p>Children’s Improvement Advisers</p>	<ul style="list-style-type: none"> • Credible sector experts all with recent experience as Directors of Children’s Services (some have also led adult, health, corporate and community services) and DfE Advisers. • Experience leading complex partnership arrangements. • Experience of children’s services and SEND inspections and improvement, including the wider partnership system that supports and enables improvement. • Active in their regions as Chairs and members of improvement Boards, and providing mentoring and coaching to DCSs, CEs and political leaders. • Other roles/achievements - DfE Advisors, ADCS President <p>CIA SEND experience and expertise include:</p> <ul style="list-style-type: none"> • Developing effective CYP and parent carer voice and engagement • Accountability for high needs block including working with schools forum

	<ul style="list-style-type: none"> • <i>Accountability for tribunals and appeals</i> • <i>Holding partners to account including NHS, schools, specialist provision, respite care.</i> • <i>Working collaboratively with education and health sectors to develop effective SEND systems</i> • <i>Mentoring Leaders, Lead Members, CEs and DCSs re SEND issues and challenges</i> • <i>Accountability for delivering specialist provision and LA special schools</i> • <i>Managing transition from children's to adult services, many as a DCS and DASS</i> • <i>Undertaken audits of SEND practice and EHCPs</i> • <i>Leading LGA SEND peer challenge and diagnostic work across multi agency SEND systems</i> • <i>Commissioning specialist health services</i> • <i>Chairing local SEND leadership boards</i> • <i>Independent chair of SEND Improvement Boards</i> • <i>Part of DfE working group to develop individual budgets and direct payment</i> • <i>Facilitating regional events with DSC and s151 officers to focus on High Needs Block deficits</i> • <i>Supporting the development of inclusive capacity in mainstream schools</i>
<i>Peers and associates</i>	<ul style="list-style-type: none"> • <i>Unique access to experienced member peers including council leaders, lead members and chairs of scrutiny to provide mentoring, coaching and training</i> • <i>Expertise from our pool of peers and associates with extensive experience across children's services and partner agencies including 86 former DCSs and CEs, 186 current DCSs and CEs, and 399 health, education and police experts.</i> <p><i>Access to over 120 SEND experts as part of the LGA's peer pool including special school headteachers, senior leaders of SEND from LAs, Designated Clinical Officers from CCGs, Ofsted/CQC HMI, chairs of local parent/carer forums, and clinical leads for SEND from NHS England local Trusts. All peers have been trained to deliver SEND diagnostic, peer challenge and bespoke support.</i></p>
<i>Programme team</i>	<ul style="list-style-type: none"> • <i>A small core team of programme managers and support with significant experience of delivering children's services improvement programmes at local, regional and national level.</i> <p><i>Experience of scoping, managing and facilitating SEND</i></p>

	<p><i>improvement activity across multi agency SEND systems – including mentoring, diagnostic work, audit, training and development, developing materials and resources, commissioning research</i></p>
<p><i>Wider LGA</i></p>	<ul style="list-style-type: none"> • <i>Harness the knowledge, expertise and networks of the LGA’s advisers on finance, adults, health, commissioning and corporate leadership to support delivery and engagement with leaders in key corporate roles for supporting children’s services improvement.</i> • <i>Working with the LGA’s political groups who link to all councillors across local government to engage political leaders in the programme. Lead Members for Children’s Services have a legal responsibility to promote the well-being of all local children and with their democratic mandate, are ideally placed to act as leaders of local SEND systems.</i> <p><i>LGA Finance Advisors – supporting engagement with s151 officers, understanding of High Needs Block deficits and development of demand and resources tools</i></p> <p><i>LGA Care and Health Improvement Advisors – supporting engagement with DAS and adult services leaders, development of effective transition arrangements for SEND children to adult services</i></p> <p><i>LGA Commissioning Advisors – supporting the development of effective and collaborative local commissioning arrangements for SEND provision and support</i></p> <p><i>LGA Principal Advisors – supporting engagement with council CE, wider corporate leadership teams, Leaders and wider cabinet to better understand their responsibilities for the delivery of an effective SEND offer.</i></p>