

ORDER FORM**FROM**

	SECRETARY OF STATE FOR EDUCATION
Service address:	Head Office - Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
Invoice address:	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
Authorised Representative:	Name: [REDACTED] Phone: N/A E-mail: [REDACTED]
	To be quoted on all correspondence relating to this Order: Order no: CON_22615 Ref no: Project_8448 / ITT_2471 SEND and AP Advisory Service for the DfE High Needs Support and Intervention Programmes (off payroll rules do not apply)
Order date:	28/09/2023

TO

Supplier:	Brian Gale Associates Ltd
For the attention of:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	[REDACTED]
Address:	[REDACTED]
1. SERVICE REQUIREMENTS	
As part of this contract, you will be required to provide advice to the Department in association with the delivery of the Safety Valve programme, Delivering Better Value in SEND programme, Education and Skills Funding Agency activity, or other work to support the high needs financial sustainability agenda.	

This could include:

- provide high quality experience and expertise to advise, challenge and support at risk or poor performing local authorities in continuing to develop and implement robust and achievable plans to improve their SEND and AP services;
- provide advice to the Department regarding the pace of improvement in local authorities, providing assurance that it is appropriate and that improvements to the SEND and AP system are sustainable;
- provide advice to the Department regarding local authority activity to ensure plans remain focused on outcomes for children and young people with SEND;
- apply expertise and experience to advise the local authority's senior leadership and SEND management team in addressing areas of weakness. We expect this will require you to engage with local authorities at both strategic and operational level;
- work closely with financial advisors appointed by DfE to work with the same local authority. These advisors provide the same service to the Department for the Safety Valve programme from a financial perspective, and the Department will seek your expertise in assuring the join up between the financial and educational functions in a local authority;
- have an awareness of the proposed SEND/AP system and Children's Social Care reforms including the Change Programme and work closely with relevant colleagues in supporting and challenging local authorities;

Arrangements will be made with the relevant programme team regarding the local authorities and programmes you will be asked to work on.

There may also be a requirement that Advisors allocated to a particular local authorities work in conjunction with another SEND Advisor allocated to a local authority by Regions Group for general improvement work.

(1.2) Service Commencement Date:

01/10/2023

(1.3) Price payable by Authority and payment profile:

The daily rate [REDACTED] and excluding VAT.

VAT is applicable.

(1.4) Completion date: 31/03/2025

Throughout the life of the contract term from 01/10/2023 to 31/03/2025, it is expected that the advisor will deliver up [REDACTED] of advisory services to the Department.

The contract duration is 18 months.

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

The Department reserves the right to extend the end date of this contract by up to 12 months and will give one month's prior notice of our intention to do so. The 12-month extension may be in full, or in multiples of one month up to the full 12-month potential.

Any negotiated extension offered by the Department would be without prejudice.

2. PERFORMANCE OF THE SERVICES AND DELIVERABLES

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

[REDACTED]

(2.2) Performance standards:

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

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

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

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

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

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

The majority of the service will be virtual, including attending virtual meetings as necessary. Invoiced rates are **inclusive of all anticipated expenses including travel**. In exceptional circumstances only, the Department may be able to consider funding some expenses in line with the Department's expenses policy, but this would have to be agreed in advance.

You will use your own equipment and internet connectivity, ensuring Government, local authority information and data security rules are adhered to at all times. [Government security - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/security)

(2.4) Quality standards:

In all cases we will require regular honest and open advice and information about progress and trajectories. This should be supported by an accurate, timely and appropriate narrative.

(2.5) Contract monitoring arrangements:

The contract will be managed by the Funding Policy Unit. Impact of the advisor role and performance will be monitored on an ongoing basis and will take into account progress against the key deliverable activity and milestones.

Over the life of the contract the Department expects:

- a partnership approach to contract management, where the parties have a joint stake in a successful service;
- services delivered by the adviser team continue to meet the needs of the Department; and
- advisor to meet their contractual commitments.

(2.6) Management information and meetings

Advisor to be available to participate in meetings until the end of March 2025. The contractor must be available to participate in negotiation meetings, likely to be conducted virtually.

Advisor will be reachable over email to provide comments and feedback on documents.

3. CONFIDENTIAL INFORMATION**(3.1) The following information shall be deemed Confidential Information:**

- name and contact details of department personnel;
- names and email addresses of LA personnel;
- employment status and job roles of above;
- name and contact details of financial advisors;
- name and contact details of SEND advisors;
- unpublished data on LA DSG deficits;
- any other information clearly designated as being confidential (whether it is marked "confidential" or not) or which ought reasonably to be considered confidential.

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

Data will only be held until the end of the contract and will be destroyed upon contract termination.

BY ACCEPTING THIS ORDER IN JAGGAER THE SUPPLIER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form incorporating the rights and obligations in the Call-off Terms set entered into by the Supplier and the Authority.

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

Signature.....
Authorised Signatory

Name.....

Title.....

Date.....

For and on behalf of: Contractor

Signature.....
.....
Authorised Signatory

Name.....

Title.....

Date

Telephone