

## ORDER FORM

### FROM

	<b>SECRETARY OF STATE FOR EDUCATION</b>
<b>Service address:</b>	Head Office - Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
<b>Invoice address:</b>	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
<b>Authorised Representative:</b>	Name: [REDACTED] [REDACTED]
	To be quoted on all correspondence relating to this Order:  Contract No: <b>CON_28984</b> Ref no: <b>23984 – [REDACTED] CON_23984_SEND and AP Advisory Services 2024/25</b>
<b>Order date:</b>	1 January 2024

### TO

<b>Supplier:</b>	Liz Flaherty
<b>For the attention of:</b> <b>E-mail:</b> <b>Telephone number:</b>	[REDACTED]
<b>Address:</b>	[REDACTED]
<b>1. SERVICE REQUIREMENTS</b>	
<p>The specific outcomes to be achieved via this contract are outlined at Annex A.</p> <ul style="list-style-type: none"><li>As a general requirement we would expect the supplier to:</li><li>provide valuable expertise to advise, challenge and support at risk or poor performing local areas/local area partnerships in continuing to develop and implement robust and achievable plans to improve its SEND and AP services.</li></ul>	

- provide advice and support to ensure the pace of improvement is appropriate and that improvements to the SEND and AP system are sustainable;
- ensure plans remain focused on outcomes for children and young people with SEND and inform the quality of the service in readiness for the next Ofsted inspection.
- provide support and advice as necessary when assessing and driving progress, taking account of the weaknesses identified by Ofsted and of other diagnostic work (including DfE Vulnerable Children's Unit (VCU) assessments);
- apply expertise and experience to support the local area/local area partnership's senior leadership and SEND management team in addressing areas of weakness; this will include working with practitioners of different levels to develop competence and improve performance, and help foster a culture of reflection, challenge and support.
- make use of wider partners to support and advise the local area/local area partnership on potential solutions to issues and signpost examples of good practice where possible;
- engage at both strategic and operational level
- contribute to the department's formal reviews of the local area/local area partnership's progress and make a recommendation to VCU on whether progress has been sufficient;
- provide regular written reports to the department on the local area/local area partnership's progress to VCU, and more frequently if the pace of progress is not sufficient.
- have an awareness of the proposed SEND/AP system and Children's Social Care reforms including the Change Programme and work closely with relevant colleagues in supporting and challenging local areas/local area partnerships.
- develop working relationships with Health partners where this helps achieve the objectives set out in the contract.

If the local authorities named in this agreement are part of the Delivering Better Value or Safety Valve programmes, the supplier must liaise with any Advisors working with the local authority on those programmes to ensure coherence and consistency of approach. These meetings / contacts should be undertaken as part of the days allocated in this contract.

**(1.2) Service Commencement Date:**

1 January 2024
<p><b>(1.3) Price payable by Authority and payment profile:</b></p> <p>██████████ VAT is applicable.</p> <p>██████████ the maximum contract value is <b>£18,000 excluding VAT</b></p>
<p><b>(1.4) Completion date:</b></p> <p>31 March 2025</p> <p>Throughout the life of the contract term from 1 January 2024 to 31 March 2025 it is expected that the supplier will deliver an indicative number of days per month as listed below;</p> <p>West Sussex County Council</p> <p>The maximum contract value for 2023-24 is <b>£3,600 excluding VAT</b></p> <p>The maximum contract value for 2024-25 is <b>£14,400 excluding VAT</b></p> <p>The Department reserves the right to terminate this contract on 31 March 2024 as continued funding in FY2024-25 will be subject to business planning and the spending review.</p> <p>Please note the contract can be ended early at the absolute discretion of the Department.</p> <p>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.</p> <p>This may include a negotiated reduction or increase in the number of call off days per month. Any negotiated extension offered by the Department would be without prejudice.</p>
<b>2 MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS</b>
<p><b>(2.1) Supplemental requirements in addition to Call-off Terms:</b> N/A</p>
<p><b>(2.2) Variations to Call-off Terms:</b> N/A</p>
<b>3. PERFORMANCE OF THE SERVICES AND DELIVERABLES</b>
<p><b>(3.1) Name of the Professional who will deliver the Services:</b></p> <p>██████████</p>

**(3.2) Performance standards:**

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

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

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

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

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

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

Although there will be a degree of flexibility, the successful bidder will be expected to travel to the local authority areas named in this contract, within reason, on a regular basis. This will be discussed and agreed throughout the life of the contract

**(3.4) Quality standards:**

In all cases we will require regular honest and open reporting against the outcomes in Annex A and any improvement plans the local authority/area has, including information about progress and trajectories. This should be supported by an accurate, timely and appropriate narrative submitted each month to accompany the invoice.

Your approach to quality management and the quality assurance arrangements during the development and delivery phases of the contract will be discussed with DfE during the first 2 weeks of appointment. You should demonstrate how you will ensure that the service is delivered on time, on budget and delivers the Department's expected outcomes in Annex A.

**(3.5) Contract monitoring arrangements:**

The contract will be managed by [REDACTED], Regional Lead for SEND Improvement and Interventions, South East England Regions Group. The impact of the supplier's role will be monitored on an ongoing basis and will take into account progress against the key outcomes set out at Annex A.

Over the life of the contract the Department expects:

- a partnership approach to contract management, where the parties have a joint stake in a successful service;
- services delivered by the supplier continue to meet the needs of the Department; and

- the supplier to meet their contractual commitments.

### **(3.6) Management information and meetings**

Regular meetings by phone and in person between the supplier and the DfE Case Lead may be required where it enables the supplier to meet the outcomes outlined at Annex A.

The supplier will be required to complete a written reporting template on a monthly basis, and more frequently if the Minister requires.

#### 4. CONFIDENTIAL INFORMATION

**(4.1) The following information shall be deemed Confidential Information:**

- Any management information related to the local authority or local areas partners mentioned in this contract.
- name and contact details of department personnel;
- names and email addresses of LA personnel;
- employment status and job roles of above;
- name and contact details of high needs advisors;
- name and contact details of other SEND advisors;
- unpublished data on LA DSG deficits;
- any other information clearly designated as being confidential (whether it is marked "confidential" or not) or which ought reasonably to be considered confidential.

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

The duration of the contract.

**BY ACCEPTING THIS ORDER THE SUPPLIER AGREES** to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Order Form (together with the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms set entered into by the Supplier and the Authority.

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

Signature

Authorised Signatory

Name

██████████

Title

Regional Director

Date Jan 8, 2024

For and on behalf of: Supplier

Signature  Authorised Signatory  
<redacted>

Name SEND professional adviser

Title Jan 4, 2024

Date

## Annex A – West Sussex

Outcome	Success Measure
<p>Leaders in West Sussex have clear plans to sustainably improve their area's EHCP timeliness, understand their progress against this objective and can articulate their improvement journey.</p> <p>Leaders in the Local Area understand the progress that is required in relation to improving EHCP timeliness. They make accurate assessments of the impact of the actions they are taking and can identify where further improvement is required. They put in place mitigations to overcome barriers where needed.</p> <p>DfE VCU understands the progress that the Local Area is making to improve EHCP timeliness, the areas for further improvement and where there are any escalating risks.</p>	<p>VCU is regularly updated with specific progress on EHCP timeliness/adherence to statutory requirements.</p> <p>The Local Area is supported to review, improve and implement its plans for improving performance, drawing upon best practice from the sector.</p> <p>Agreed next steps for further improvement are in place and there is assurance that there is effective oversight/governance in place.</p> <p>Where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND Adviser put in place.</p>
<p>Leaders in West Sussex are supported to respond to their area SEND inspection in the immediate short-term.</p> <p>As necessary, leaders in the local area partnership understand what is required of them and the progress that is required in respect of any areas of improvement identified. They make accurate assessments of the impact of the actions they are taking and can identify where further improvement is required. They put in place mitigations to overcome barriers where needed.</p> <p>Leaders are able to update their strategic plan effectively and in line with Ofsted/CQC's findings. If the inspection identifies widespread and/or systemic failings, leaders are</p>	<p>The Local Area is supported with immediate post inspection actions and requirements if required.</p> <p>Agreed next steps for further improvement are in place and there is assurance and or plans for effective oversight/governance in place.</p> <p>Where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND Adviser put in place.</p>

<p>supported to produce a priority action plan that is accepted by Ofsted/CQC.</p> <p>DfE VCU understands the issues that the Local Area is facing and where there are any escalating risks</p>	
<p>Leaders in West Sussex have clear plans to improve any areas of improvement identified in their area SEND inspection, understand the progress against all identified areas of improvement and can articulate their improvement journey.</p> <p>Leaders in the Local Area understand the progress that is required in relation to any areas of improvement. They make accurate assessments of the impact of the actions they are taking and can identify where further improvement is required. They put in place mitigations to overcome barriers where needed.</p> <p>DfE VCU understand the progress that the Local Area is making against any areas of improvement.</p>	<p>If required, 6 monthly reviews are well informed by clear advice on progress and next steps against any identified areas of improvement.</p> <p>If required, outputs from 6 monthly reviews show clear direction of travel and enables effective decision-making by VCU.</p> <p>Where there are escalating risks, the need for rapid intervention is highlighted, whether that be departmental or additional support from the SEND adviser is put in place.</p> <p>Where appropriate, there is an effective working relationship between the SEND adviser and the NHSE adviser.</p>