

**Invitation to Tender for Alternative Provision and Specialist Tuition Flexible Procurement Agreement (C-012581)**

# ITT Schedule 1(1) - The Service Specification

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Glossary of Terms

## 1. DEFINITIONS

For the purpose of this Specification all terms are as defined in the Flexible Procurement Agreement (the Contract).

## 2. INTRODUCTION

2.1 This Specification relates to the provision of Alternative Provision and Specialist Tuition Education Placements purchased through the Flexible Procurement Agreement (the Contract) for the City of Newcastle (The Council) and Schools who have registered pupils who are residents of Newcastle, collectively known as the Purchasers. The Purchasers are seeking to appoint suitably experienced and qualified organisations with the intention of creating a flexible framework to support the provision of Alternative Provision and Specialist Tuition for Children/Young people of statutory school age. There is no guarantee of work under this Flexible Procurement Agreement.

2.2 Alternative Provision is used as a compliment to schools’ educational offer. It is defined as education arranged by Local Authorities or Schools for pupils who, because of exclusion, Special Educational Needs and Disabilities, illness, or other reasons, would not otherwise receive suitable education. This includes complimentary provision not available at schools, positive interventions to avoid exclusions, pupils on a fixed period exclusion and pupils being directed by schools to off-site provision.

2.3 It is the Purchaser’s intention to use this document to communicate requirements to potential Providers, and to also form part of the subsequent contractual obligations, including monitoring, evaluation, performance and review. The specification for this service is designed to allow providers the opportunity to provide a range of flexible services at the point of tender.

2.4 The Flexible Procurement Agreement (the Contract) will be open at a frequency determined by the Council to maintain sufficient placement capacity on the solution, and to allow Providers to join the solution.

2.5 The Council has a range of responsibilities which may require it to place Children/Young People in Alternative Provision, including but not limited to;

* Arranging full-time education for children/young people who have been permanently excluded from schools and are awaiting a new educational setting
* Arranging education for children/young people who are in the care of the Local Authority with no full time school place
* Rapid response when a school placement is breaking down
* Arranging educational provision for students Educated Other Than at School (EOTAS)
* Arranging short term re-integration packages
* Arranging education for a student who, for any other reason, is not in education, employment or training (NEET)
* Arranging any of the above packages for Children/Young People who may have Special Educational Needs and Disabilities (SEND) with or without an Education Health and Care Plan (EHCP).

2.6 In academic year 2022/23 the Council made 103 placements for Children/Young People in Alternative Provision and/or Specialist Tuition.

2.7 The Council use projections to monitor the number of placements required. The number of placements and sufficiency of provision is monitored continuously by officers. Current projections suggest that the number of Alternative Provision and Specialist Tuition placements required will increase in the coming years.

2.8 National Standards for Alternative Provision are currently in development – see ([Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Improvement Plan](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1139561/SEND_and_alternative_provision_improvement_plan.pdf)). In line with this, the Purchasers will use a three tier model focusing on targeted early support within mainstream schools, time-limited intensive placements in an Alternative Provision setting, and longer-term placements to support return to mainstream or a sustainable post-16 destination.

|  |  |  |
| --- | --- | --- |
| **TIER 1** | **TIER 2** | **TIER 3** |
| **Targeted support** | **Time-limited placements** | **Transitional placements** |
| AP specialist early interventions and support to help at-risk pupils stay in mainstream school | Short-term placements in AP to assess and address pupil’s needs, with the expectation of return to their mainstream school | Placements in AP for pupils who need support to move on, either to a new school or sustained post-16 destination |

## 3. SERVICES

3.1Providers delivering Services under this Flexible Procurement Agreement (the Contract) may be regulated and inspected by Ofsted (or equivalent), Education Scotland, Independent Schools Inspectorate or other appropriate regulatory body. Providers may also be unregulated.

3.2 The Provider must comply with all relevant Law, including, but not limited to The Schools Standards and Framework Act 1998, the Education Act 1996, the Education

Act 2002, the Special Educational Needs and Disability Act 2001, the Children Act

1989, the Learning and Skills Act 2000, the Education and Skills Act 2008, the

Apprenticeships, Skills, Children and Learning Act 2009, Education (Independent

School Standards) (England) Regulations 2010, the Children Act 2004 and the Children and Families Act 2014. In addition, the associated regulations and Codes of Practice giving details of Placement arrangements for Children and Young People in schools, colleges and education Placements, the Care Act 2014 and associated legislation, guidance and regulations.

3.3 Providers must adhere, as appropriate, to their registration requirements,

DfE Guidance: Keeping children safe in education (March 2023); and Working Together to Safeguard Children (March 2018), and such other associated requirements and standards documents as appropriate.

3.4 The provision of Services to be delivered under this Flexible Procurement Agreement

(the Contract) are divided into Lots and Tiers according to the requirements of the Child/Young Person. Providers may Tender to be admitted to the Flexible Procurement Agreement (the Contract) for one or more of the Lots as described below in accordance with the Services outlined in this specification (ITT Schedule 1(1) that they consider they are able to deliver.

## 4. OUTCOMES FOR CHILDREN / YOUNG PEOPLE

4.1 The Newcastle Local Area SEND Strategy (2023) sets out the following ambitions for our young people. That they are:

* Safe
* Happy and feel included
* Ready for their next steps
* Healthy and well cared for
* Heard in decisions about their lives

4. 2 Providers are expected to work collaboratively with the Child/Young Person, the Placing Authority, their representatives and the Child/Young Person’s family/carers

(as appropriate) to ensure that the Child/Young Person’s desired outcomes as specified in their EHC Plan or equivalent are achieved.

4.3 Services delivered under this Flexible Procurement Agreement (the Contract) are not to be delivered in such a way as to create dependency but rather to maximise a Child/Young Person’s independence, and support return to the home school or a sustainable post-16 destination.

4.4 Providers will be expected to work collaboratively with the Children and Young People, their families and carers (as appropriate), Council, School and relevant professionals to achieve the following outcomes for all Children and Young People placed through all Lots on this Flexible Procurement Agreement (the Contract) in addition to those specifically described in their individual EHC Plans:

1. For Children and Young People to be able to connect with and value the people around them; family, friends, peers and professionals;
2. For Children and Young People to be active and able to challenge themselves with new activities;
3. For Children and Young People to take in and engage with the world around them and enhance their wellbeing;
4. For Children and Young People to be prepared and able to positively deal with periods of transition in their lives; during and following education;
5. For Children and Young People to re-engage with education, employment or training;
6. For Young People to be prepared for adulthood and be able to access employment, independent living, community inclusion and health services.

**5. Lot Descriptions**

5.1 The following descriptors are an indication to Providers of the likely Placement requirements under each Lot. These descriptors are minimum indicators and are not to be considered a comprehensive list of all requirements. However, Providers bidding for these Lots should be able to demonstrate they can meet the minimum indicators outlined within the general resources of their provision.

5.2 Any additional requirements, such as additional 1:1 support, will be outlined in the Referral document.

**Lot 1 – ALTERNATIVE PROVISION – PRIMARY (Key Stage 1 and 2)**

This lot seeks to identify Providers who deliver Alternative Provision to Key Stage 1 and 2 children. The Lot is split into three tiers to reflect the level of service required.

TIER 1 Targeted Support: AP specialist early interventions and support to help at-risk pupils to stay in school, likely to be delivered “in-reach”.

TIER 2 Time-limited placements: Short-term placements in AP to assess and address a pupil’s needs, with the expectation of returning to their home school after the intervention is delivered.

TIER 3 Transitional placements: Placements in AP for pupils who need support to move on to a new school or setting. The end date of these placements will be reviewed, and placements closely monitored. This offer is designed to provide alternative education for permanently excluded children, children requiring an EOTAS package and rapid response/reintegration packages to mainstream school.

Whilst it is accepted that group sizes will vary, the expectation is that tuition will be delivered on a small group basis with a ratio of no more than 1:8. This may be made on either a full time or part time basis (however the Provider must be aware of the DfE’s expectations in terms of Ofsted registration for Independent Schools [Independent School Standards Guidance](https://assets.publishing.service.gov.uk/media/5cd3fc2fe5274a3fd6ee74b0/Independent_School_Standards-_Guidance_070519.pdf)).

It is essential that this service affords appropriate high quality learning experiences and qualifications which match with Ofsted’s and the DfE’s curriculum expectations, and the high standards set by the Purchaser. It must be emphasised that there is an expectation that most students will return to school.

It is understood that on occasion 1:1 support may be required on a temporary basis and/or for part of the day only to meet the needs of a child/young person. Where this has been identified as a need by the Purchaser, and is offered by the Provider, then this may be purchased as an additional service to supplement the core offer.

The Authority may wish to block-book places with the intention of establishing a rolling intake.

**Lot 2 – ALTERNATIVE PROVISION – SECONDARY (Key Stage 3 and 4) and Post 16**

This Lot seeks to identify Providers who deliver Alternative Provision to Key Stage 3 and 4. The Lot is split into three tiers to reflect the level of service required.

TIER 1 Targeted Support: AP specialist early interventions and support to help at-risk pupils to stay in school, likely to be delivered “in-reach”.

TIER 2 Time-limited placements: Short-term placements in AP to assess and address a pupil’s needs, with the expectation of returning to their home school after the intervention is delivered.

TIER 3 Transitional placements: Placements in AP for pupils who need support to move on to a new school, setting or sustainable post 16 destination. The end date of these placements will be reviewed, and placements closely monitored. This offer is designed to provide alternative education for permanently excluded children and young people, children and young people requiring an EOTAS package and rapid response/reintegration packages to schools and post 16 providers.

Whilst it is accepted that group sizes will vary, the expectation is that tuition will be delivered on a small group basis with a ratio of no more than 1:8. This may be made on either a full time or part time basis however the Provider must be aware of the DfE’s expectations in terms of Ofsted registration for Independent Schools.

This offer is designed to provide alternative education for permanently excluded children/young people, children/young people requiring an EOTAS package, and rapid response/reintegration packages to mainstream school.

It is essential that this service affords appropriate high quality learning experiences and qualifications which match with Ofsted’s and the DfE’s curriculum expectations, and the high standards set by the Purchaser.

There is an expectation that most students will return to school after an appropriate period and for older students, progression onto an apprenticeship, sixth form or training provider will be part of the defined offer.

It is understood that on occasion 1:1 support may be required on a temporary basis and/or for part of the day only to meet the needs of a child/young person. Where this has been identified as a need by the Purchaser, and is offered by the Provider, then this may be purchased as an additional service to supplement the core offer.

The Authority may wish to block-book places with the intention of establishing a rolling intake.

**Lot 3 – Specialist Tuition 0 – 25 years (Face to Face)**

This Lot seeks to identify Providers who deliver Specialist Tuition on a 1:1 basis. Tuition would be face to face within premises used specifically for this purpose, or within a child’s home. The Lot is split into three tiers to reflect the level of service required.

TIER 1 Targeted Support: 1:1 Tuition, specialist early interventions and support to help at-risk pupils to stay in school, likely to be delivered “in-reach” or in the home.

TIER 2 Time-limited placements: Short-term placements of 1:1 Tuition to assess and address a pupil’s needs, with the expectation of returning to their home school after the intervention is delivered.

TIER 3 Transitional placements: Placements of 1:1 Tuition for pupils who need support to move on to a new school, setting or sustainable post 16 destination. The end date of these placements will be reviewed, and placements closely monitored.

This offer is designed to provide 1:1 Tuition for permanently excluded children and young people, children and young people requiring an EOTAS package and rapid response/reintegration packages to schools and post 16 providers. This offer is designed to ensure appropriate high quality learning experiences and qualifications match with Ofsted’s and the DfE’s curriculum expectations and the high standards set by the Purchaser. It must be emphasised that there is an expectation that most students will return to school after an appropriate period and for older students progression onto an apprenticeship, sixth form or training provider will be part of the defined offer.

For clarity the service provided would be a 1:1 interaction with the student throughout the day or taught period.

This offer may be made on either a full time or part time basis however the Provider must be aware of the DfE’s expectations in terms of Ofsted registration for Independent Schools.

Tuition should be appropriate for the child/young person’s key stage and ability. This offer may include specialist tuition in subjects that is not available at a child/young person’s usual setting, in order to supplement their curriculum.

A hybrid of face to face and virtual tuition is acceptable depending on the needs of the learner, as agreed by the Purchaser.

For the avoidance of doubt 1:1 face to face tuition will only be provided where the Purchaser has undertaken an assessment of need and determined that this is in the best interest of the child. It is likely that such provision would be for a limited period of time whilst work was undertaken to reintroduce a child/young person to group provision.

**Lot 4 – Specialist Tuition 0 – 25 years (Virtual)**

This Lot seeks to identify Providers who deliver Specialist Tuition on a 1:1 or in an online group of up to 15 learners. Tuition will be delivered virtually. The Lot is split into three tiers to reflect the level of service required.

TIER 1 Targeted Support : 1:1 Tuition or Tuition in an online group of up to 15 learners, specialist early interventions and support to help at-risk pupils to stay in school, delivered virtually.

TIER 2 Time-limited placements: Short-term placements of 1:1 Tuition or Tuition in an online group of up to 15 learners, to assess and address a pupil’s needs, with the expectation of returning to their home school after the intervention is delivered.

TIER 3 Transitional placements: Placements of 1:1 Tuition or tuition in an online group of up to 15 learners, for pupils who need support to move on to a new school, setting or sustainable post 16 destination. The end date of these placements will be reviewed, and placements closely monitored.

This offer is designed to provide Tuition for permanently excluded children and young people, children and young people requiring an EOTAS package and rapid response/reintegration packages to schools and post 16 providers. The size of the group required will depend on the individual needs of the child/young person.

This offer is designed to ensure appropriate high quality learning experiences and qualifications match with Ofsted’s and the DfE’s curriculum expectations and the high standards set by the Purchaser. It must be emphasised that there is an expectation that most students will return to school after an appropriate period and for older students progression onto an apprenticeship, sixth form or training provider will be part of the defined offer.

For clarity the service provided would be a virtual interaction with the student throughout the day or taught period.

This offer may be made on either a full time or part time basis however the Provider must be aware of the DfE’s expectations in terms of Ofsted registration for Independent Schools.

Tuition should be appropriate for the child/young person’s key stage and ability. This offer may include specialist tuition in subjects that is not available at a child/young person’s usual setting, in order to supplement their curriculum.

For the avoidance of doubt 1:1 virtual tuition will only be provided where the Purchaser has undertaken an assessment of need and determined that this is in the best interest of the child. It is likely that such provision would be for a limited period of time whilst work was undertaken to reintroduce a child/young person to group provision.

6. **ALL LOTS – General Requirements**

6.1 The Flexible Procurement Agreement does not remove or affect any of the statutory obligations and duties upon schools in relation to the provision of education or the exclusion of children and young people from school. Further it does not affect the agreed practice in relation to this practice locally. Any child or young person placed by a school in alternative education provision, either full or part time, remains on the roll of that school. The school remains responsible for delivering the full-time statutory education offer and all other duties in respect of that child. Where a child or group of children are engaged in a preventative programme, whether on or off-site, responsibility for the child(ren)/young person remains with the school.

6.2 The school where the child/young person is enrolled remains responsible for the monitoring and tracking of progress of individual children and young people and confirming that the provision given is of good quality, value for money and meets the pupil’s needs. The school may use their own monitoring system, or the monitoring system for the Flexible Procurement Agreement (ITT Schedule 1(5)), to assess, plan, do and review placements with timescales agreed at the outset of the placement and detailed in the Individual Placement Agreement (IPA).

6.3 In line with Department for Education (DfE) advice issued to proprietors and prospective proprietors of independent special schools in England, which was updated in January 2016, unregistered providers should not be the substantive education provider and can only contribute up to 18 hours of that entitlement to a maximum of 4 pupils and must provide less for any looked after child or child with an Education Health Care Plan (EHCP).

6.4 If Ofsted have reason to believe that a Provider is operating as an independent school without the appropriate registration then it will conduct a section 97 inspection to assess whether the Provider is operating as an illegal independent school. If Ofsted determine that a Provider is operating as an illegal school, then the Purchaser reserve the right to terminate the Contract with immediate effect and expect the Provider to work with the Purchaser towards a solution that is in the best interests of the children and young people.

6.5 Within each lot the Purchaser expect that the Alternative Education provision will:

* Deliver services within a holistic ethos and culture that will support the achievement of positive outcomes for Children and Young People.
* Have a commitment to robust, multiagency support planning to deliver positive outcomes including the facilitation of involvement from Health, Education, and Social Care.
* Deliver activities that support and enable inclusion in local communities.
* Have robust policies and procedures that are regularly reviewed and updated by qualified Staff to ensure they are relevant and current and in-line with legislation and best practice, and for which all Staff receive regular training and updates; these must include policies and procedures for behaviour management, safeguarding and de-escalation techniques.
* Use strategies to ensure the appropriate and on-going engagement of and input from families /Carers /Parents as partners in designing and delivering Services.
* Provide appropriate support during times of transition to reduce anxiety and make the process as comfortable as possible for the Child / Young Person and their Parent / Carer. For clarity, 'times of transition' include a Child / Young Person starting and ending a placement.
* Demonstrate delivery of all services using evidence-based therapies, identified by a health professional within the Child / Young Person's Plan. Evidence based therapies must be approved by the National Institute for Health and Care Excellence (NICE).
* Use strategies to support Child / Young People with specific needs including but not limited to Autism, Attention Deficit Hyperactivity Disorder (ADHD), Social, Emotional and Mental Health difficulties (SEMH), Specific Learning Difficulties (SpLD), Communication and Interaction difficulties (C&I).
* Ensure services operate in such a way so as not to discriminate on the grounds of:

age, sexual orientation, gender reassignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race including colour, nationality, culture, ethnic or national origin, religion, belief or lack of religion / belief, or gender

* Support all Children / Young People to contribute and represent their views, using appropriate communication tools for their needs
* Focus on developing literacy and numeracy or mathematics and English.
* Monitor and improve academic progress particularly in English and mathematics.
* Provide mentoring support to re-engage pupils back into school and build emotional and social resilience.
* Provide age-appropriate learning and where necessary one to one support.
* Operate in line with Newcastle City Council school term dates
* Placements will provide up to 25 hours teaching per week, with a Monday to Friday timetable within term time (38 weeks per year) in line with Key Stage statutory requirements and the individual Child/Young Person's needs
* Promote high expectations of behaviour and discipline
* Provide vocational opportunities as appropriate
* Provide frequent opportunities for spiritual, moral, social and cultural development.
* Provide students with strategies to try and address their behaviour/motivation and cope with the demands of mainstream school or college
* Establish appropriately high standards and expectations with students to support reintegration to school e.g. attendance, punctuality, behaviour, dress code, use of language.
* Establish the importance of respect for other learners, staff, visitors, and members of the public
* Refer students for specialist support as appropriate
* Establish efficient and effective systems for communicating with families/parents/carers; the school at which the student is on roll and the Council.
* Establish efficient and effective systems for communicating with other providers/schools who are delivering support to the same child or young person to ensure that the curriculum is delivered in a joined up and complementary way avoiding inappropriate duplication.
* Ensure that the assigned days are not altered without prior permission from the Purchaser
* Ensure that arrangements for testing, assessment and verification/moderation of student work is within the scope of the awarding body.
* Provide the Purchaser with details of the achievements of young people within one week of exam results being published.

In addition the Provider must:

* Ensure that at all times there are enough appropriately qualified and experienced staff to meet statutory or agreed ratios.
* Ensure that children/young people have access to high quality resources as needed for their learning as outlined within their learning programme.
* Ensure that appropriate risk assessments are completed prior to a child/young person being admitted onto a Programme
* Ensure that the child or young person is kept safe and that appropriate staff recruitment and training is in place (see below).
* Ensure that students are provided with the opportunity to achieve academic accreditation in English and maths.
* Ensure, in the case of young people coming to the end of Key Stage 4, that programmes focus on preparation for adulthood including applied vocational development and experience where appropriate, with an emphasis on gaining wider employability and study skills
* Adopt the Protocol for the Reduction in criminalisation of LAC/Care Leavers where appropriate.

On occasion, a young person may have a member of support staff attached to them who may accompany them to the provider. Providers will be informed of this and have all relevant checks on this staff member will be shared. This will be on a case-by-case basis.

Providers should be mindful of the National Alternative Provision Standards which are in development, and how this may affect their practice. ([Special Educational Needs and Disabilities (SEND) and Alternative Provision (AP) Improvement Plan](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1139561/SEND_and_alternative_provision_improvement_plan.pdf)).

7 **Transport**

7.1 Where the Provider is able to transport children and young people to and from the provision then the Purchaser may consider commissioning this service at an additional cost to that paid to cover the core education requirement. There is no expectation that the Provider must be able to provide transport to and from the service and similarly there is no commitment for the Purchaser to commission this service.

7.2 The Provider must ensure that they carry out a full and appropriate individual risk assessment for the transport of the child/young person.

7.3 In any circumstances where a child/young person is transported, the Provider must ensure that anyone working on their behalf holds an appropriate driving license and that all vehicles used to transport the child are appropriately insured, roadworthy and operating within current legislation.

7.4 Where children and young people are eligible for Transport assistance from the Local Authority, this will be provided.

8. **Management of Staff, Staff Training Requirements and Safeguarding**

8.1The Provider is responsible for employing appropriately qualified, trained, and competent staff in order to ensure that the service is delivered safely and effectively.

8.2 The Provider must ensure that its employees have the necessary professional qualifications, skills, knowledge, and experience to deliver the service and that regular supervision and appraisal takes place.

8.3 The Provider will retain responsibility for line management and supervision of employees working with Children/Young People through the Flexible Procurement Agreement and will be expected to provide oversight of placements.

8.4 The Provider must demonstrate that they employ or commission a source of competent Health and Safety advice, as required by the Management of Health and Safety at Work Regulations 1999. Where an external health and safety consultant is used, they must be registered with the Occupational Safety and Health Consultants Register Ltd (OSHCR).

8.5 The Provider will be solely responsible for all operational and financial issues arising as a result of their employment and the delivery of Service. This includes ensuring that staff are appropriately qualified and hold the necessary enhanced DBS clearance prior to the commencement of their employment, and the Provider must have in place policies and procedures for ongoing monitoring of members of staff including further DBS disclosures. Staff should be registered to the DBS update service and complete an annual check.

8.6 The Provider will maintain a Single Central Record (SCR) of pre employment checks, in line with DfE guidance [Keeping children safe in education - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/keeping-children-safe-in-education--2).

8.7 The Provider will not employ Staff without first obtaining two written references, where possible one being from the most recent employer. The Provider will ensure that the candidate has relevant experience.

8.8 The Provider must provide staff with photographic identify cards which should be worn at all times and shown on request.

8.9 The Provider must operate a lone working policy that sets out to minimise the risks to staff working alone. Risk assessments for lone working must be undertaken.

8.10 The Provider must ensure that its employees always behave in a professional manner. This includes but is not limited to:

* Being approachable, friendly and helpful
* Being sensitive, patient and understanding, as a role model to young people.
* Being culturally sensitive to the individual needs of all children/young people
* Giving accurate and up to date information
* Not smoking, drinking alcohol, or using bad language while working
* Dressing in an appropriate manner.

8.11 Whilst not exhaustive, the following training should be offered to all staff as a minimum and be available for review by the Authority on request;

* Safeguarding Children
* Safeguarding Adults
* Prevent/Wrap
* Equality and Diversity
* Fire Safety
* Information Security and Data Protection (GDPR)
* Health and Safety Awareness

8.12 The Provider will ensure that no unauthorised persons are on site at any time. This includes children/young people not currently enrolled.

8.13 The Provider will ensure pets are not on site at any time. Therapy or service animals will be permitted.

8.14 The Provider shall not solicit or accept any gratuity or other reward, collection or charge in respect of the Service, except as provided for by the Contract. The Provider shall use all reasonable endeavours to ensure that its employees shall not solicit or accept any gratuity or other reward, collection or charge in respect of the Service, except as provided for by the Contract

8.15 The Provider will have in place policies and procedures in line with Newcastle Local Safeguarding Children’s Board procedures and will follow these procedures in the event of an allegation of physical, sexual or emotional abuse or neglect.

8.16 The Provider will have in place policies and procedures in line with Newcastle Local Safeguarding Children’s Board procedures and will ensure that a safe recruitment process is adhered to.

8.17 The Providers own procedures will address the best interests of the student and will provide for the assessment of any risk to the Child or Young person.

8.18 The Purchaser will lead any safeguarding investigations involving children/young people placed by the Purchaser with the Provider.

## 9. AWARDS UNDER the FLEXIBLE PROCUREMENT AGREEMENT (the CONTRACT)

9.1 Awards under the Flexible Procurement Agreement (the Contract) shall be in accordance with the Terms and Conditions of this Flexible Procurement Agreement (the Contract) and awarded on a case by case basis.

9.2 Cases will be referred to Providers either via Direct Award, or via a Mini Competition process initiated by a Referral Form. A referral form will be completed for every child/young person whether the service is to be commissioned via a Direct Award or a Mini Competition.

9.3 All referrals must have prior approval from the relevant budget holder. Providers must not accept referrals which do not have approval confirmed. Confirmation of approval will be included in the referral information.

9.4 A referral form will be completed by a Local Authority officer and will include the following:

* Pen picture of child/young person
* Reason for referral
* Copy of the EHCP (redacted)
* Expected pattern of attendance
* Reintegration plans and anticipated timescales
* Staffing levels
* Risk assessment
* Confirmation of approval from a manager/panel to seek a placement

Where a school is making a referral, the school or academy will be responsible for any subsequent Individual Service Level Agreement and payment.

9.5 Where there is more than one suitable provider a Referral form will be issued to Providers under the appropriate Lot and will contain information relating to the nature and extent of the Services requires. Providers may respond, within the timescales specified by the Authority, with a price for the services required. The Authority will award the agreement for the provision based on ability to meet the needs of the Child/Young Person and price, with weightings 0-100% to be determined at the point of referral.

9.6 Direct Awards will be made where a child/young person’s needs are determined to be best met with a particular provider in line with the following;

* Continuity for the child/young person
* Parental preference
* Value for money
* Location
* Nature of provision

The matching process will be coordinated by a named Local Authority officer in consultation with the child/young person, parents/carers and any other professionals involved. The final decision will at the Authorities discretion.

9.7 Where a school is making a placement, the school or academy will be responsible for any subsequent Individual Service Level Agreement and payment.

## 10. The PLACEMENT

10.1 Providers should ensure that they have appropriate insurance to cover all the

Services provided to Children/Young People placed by the Participating

Organisations as detailed in the Flexible Procurement Agreement (the Contract).

10.2 Providers must work with all professionals involved with a Child/Young Person in Planning for their all Transition periods, including those where the Child/Young Person is entering and leaving the Placement.

10.3 The Provider cannot move a Child/Young Person to another Setting within its own group without having discussion with the Placing Authority. This will require a new Referral Contract.

10.4 The Provider must follow Department for Education guidelines on exclusions.

10.5 In the event of an unexpected change in the Child/Young Person’s needs, the Provider must notify the Purchaser immediately and follow the Crisis Plan detailed in the Child/Young Person’s IPA.

10.6 The Provider is required to notify the Purchaser of any unexplained and/or prolonged or regular absences from the provision of any Child/Young Person. The Provider must assess this in relation to child sexual exploitation, criminal exploitation, County Lines and work closely with relevant safeguarding bodies including the Local Authority, Childrens Social Care, Health services, the child’s school and the Police.

10.7 Risk Assessments must be conducted prior to commencing a programme. This should include off-site/outdoor learning and any programme related activities.

10.8 The Provider will provide a system for identifying and facilitating free school meals to students who qualify.

10.9 The Provider should carry out an induction for all children/young people and parents/carers, including providing a learning pack. The learning pack should outline all areas of the programme, including contact details for staff, curriculum and behavioural expectations, health and safety on/off site, the Discipline policy and the complaints procedure.

10.10 The Provider will gain written consent from the parent/carer, where appropriate, for the child/young person to participate in activities and visits. Queries relating to signing this consent form should be referred to the Purchaser.

10.11 The Provider will ensure that an Individual Education Plan (IEP) is in place for each child/young person, and that this aligns to the child/young person’s Education Health and Care Plan (EHCP) where appropriate.

* 1. Under no circumstances should students be permitted to smoke or vape.

10.13 A service that is delivered under one of the three tiers may be changed with agreement with the Local Authority Officer or school, and the issue of a new IPA.

**11. ATTENDANCE AND WITHDRAWAL**

11.1 The Provider will nominate a member of staff to be responsible for monitoring attendance, and ensure a system is in place for recording attendance/absence of each student.

11.2 The Provider will report first day absence and lateness to parents/carers and the Purchaser and/or referring school by no later than 10am each morning.

11.3 Where absence persists for 10 school days the Purchaser reserves the right to terminate placement with immediate effect.

11.4 Where a child/young person is at risk of exclusion by a Provider, an urgent review must be arranged with the Purchaser/referring school to look at all possible ways to prevent withdrawal and seek advice from Purchaser agencies as appropriate.

11.5 The Purchaser may withdraw a student from the Programme if it is felt the programme is not meeting the needs of the child/young person.

11.6 If a child/young person is permanently withdrawn/excluded, payment will cease with immediate effect from date of withdrawal.

## 12. STATUTORY REVIEWS

12.1 The Purchaser will complete statutory reviews of the Placement (including statutory reviews for Looked after Children/Young People) with regard to the Child/Young Person and in accordance with the timescales specified in relevant legislation and guidance; including the SEND Code of Practice 2015 and Arrangements for Placement of Children by Voluntary Organisations and Others (England) Regulations 2011.

12.2 A statutory review may also be undertaken when identified by any professional responsible for the Child/Young Person’s care or upon a request by the Child/Young Person, their Parent/carer and/or advocate or the Provider.

12.3 Statutory reviews will be arranged by the Lead Professional (as identified on the IPA). At least six weeks’ notice of such meetings will normally be sent to all relevant parties.

12.4 The Provider will provide the Purchaser with all relevant reports at least 10 days before the review meeting. Wherever possible, reviews for different statutory purposes will be arranged together or to follow on from one another.

12.5 The Purchaser will be responsible for producing, maintaining and sharing a written record of meetings to review a Child/Young Person’s Care Plan or Personal Education Plan.

12.6 The persons invited to be involved in the statutory review will include the Child/Young Person, the Child/Young Person’s Parent or carer and/or advocate where appropriate, Lead Professional for the Child/Young Person as identified in the IPA and others involved in the Child/Young Person’s care where applicable, such as the Child/Young Person’s social worker, health professional, school and the Provider.

12.7 The Provider will call an emergency review if a Placement appears likely to break down. This review will include the Provider, Lead Professional for the Child/Young

Person as identified in the IPA, other professionals where applicable and the Purchaser’s Contracts Officer. This includes, where applicable, the Parent/carer/school/independent advocate.

12.8 The Provider will be expected to arrange and/or take part in statutory reviews of the Child/Young Person’s Education, Health and Care Plan as required.

## 13. INFORMATION TO BE PROVIDED BY THE PURCHASER

13.1 The Purchaser will ensure that a referral form is completed for all Placements

13.2 The Purchaser will not sign any documentation that does not form part of the Referral Contract.

13.3 The Lead Professional will ensure that the Provider is given all the necessary Plans, reports and documents that are held in conjunction with the EHC Plan or SEN Statement at the commencement of a Programme or within five working days of the Programme being agreed.

13.4 The Purchaser will provide the Provider with named contact(s) details in respect of each Child/Young Person and also notify the Provider of its procedures for out of office hours’ contact.

13.5 The Purchaser will provide the Provider with copies of all relevant correspondence pertaining to the ISA, between the Authority and the Parent or Carer of a Child/Young Person placed with the Provider, subject to DPA considerations and completion of the information sharing consent form attached to the ISA.

13.6 The Purchaser will offer the Provider access to any relevant professional advice which it may have available in respect of the educational needs of a Child/Young Person.

## 14. TERMINATION of INDIVIDUAL PLACEMENT AGREEMENTS

14.1 The planned date of termination of the Placement will be agreed by the Provider, the Purchaser’s Lead Professional and where appropriate the Child / Young Person and Parent / Carer and specified in the IPA.

14.2 Where the planned date of termination alters, discussion will be held between the Provider, the Purchaser’s Lead Professional, the Child / Young Person, and Parent / Carer if appropriate, to agree an alternative date of termination.

14.3 All terminations of Placements will be formally notified to all the relevant parties by the Purchaser’s Lead Professional with no less than 28 days’ notice unless the termination date has been detailed in the IPA or the Child / Young Person is permanently excluded (in which case clause B22.9 of Schedule A and B of the Contract applies).

14.4 For the avoidance of doubt if a Provider wishes to terminate a Programme, this must take place within a review / assessment meeting and with the agreement of the Purchaser’s Lead Professional and the Parent / Carer of the Child or the Young Person. Following the meeting the Provider must then issue the Purchaser with at least 28 calendar days’ notice in writing before the termination.

14.5 The stipulated 28 days’ notice period can only be reduced in the event of both Purchaser and Provider agreement and written confirmation.

## 15. COMMUNICATION OUTSIDE of NORMAL OFFICE HOURS

15.1 In order to ensure that the Council can fulfil it’s statutory duties with regard to the safeguarding of Children and Young People, the Authority will provide details of it’s out of hours social work duty services to all Providers.

## 16. MONITORING of INDIVIDUAL PLACEMENTS

16.1 Alongside the statutory review cycle, the monitoring process will be continuous, involving the Child / Young Person, the Parent / Carer and any other relevant professionals.

16.2 The Provider will continuously monitor a Child / Young Person’s progress in all areas of education as determined by their regulatory requirements and in-line with the Service Specification for this Flexible Procurement Agreement (the Contract).

16.3 The Provider will enable the Purchaser to meet their legal obligations regarding monitoring of the Placement including providing opportunity for the Purchaser’s Lead Professional and / or a representative of the Purchaser to talk to the Child / Young Person to gain their views.

## 17. MONITORING REQUIREMENTS/CONTRACT MANAGEMENT

17.1 The Provider shall have in place, to the Purchaser’s reasonable satisfaction, internal quality monitoring and quality assurance policies and procedures to ensure the education provided is of the quality and standard required by this Flexible Procurement Agreement (the Contract).

17.2 The Provider will be allocated a Contracts Monitoring Officer who will act as the Purchaser’s agent in relation to monitoring and evaluation requirements of this Flexible Procurement Agreement (the Contract).

17.3 The Provider acknowledges the right of the Purchaser to monitor the provision made for the care and education of a Child / Young Person placed by them as a minimum on an annual basis, will fully co-operate with the monitoring and agrees to supply information as requested by the Purchaser.

17.4 This monitoring activity will be a face-to-face visit at the setting for provider settings based within Newcastle upon Tyne. Where provider settings are outside of the City, monitoring will be either face-to-face or via a desktop exercise at the discretion of the Purchaser. The annual monitoring exercise and other aspects of monitoring will be completed, where possible and relevant by the Contracts Monitoring Officer with education, social care, and health colleagues as a team. Schedule 1(5) will be completed during the annual visit / desktop exercise and may be subject to change during the life of the Flexible Procurement Agreement (the Contract) to ensure proportionality and that it is fit for purpose.

17.5 In addition to the annual quality monitoring exercise, monitoring may include:

* visits by the Purchaser’s representatives or agents by prior agreement
* unannounced visits
* self-assessment (Schedule 1(5))
* annual conversation meetings between the Provider and the Purchaser
* requests for information regarding the provision of the Placements

The Provider must provide to the Purchaser all information reasonably requested by them.

17.6 The Purchaser will also consider as part of contract monitoring feedback as outlined below:

* professional feedback from colleagues within Education, Health and Social Care;
* Parents / Carer feedback; and
* Children / Young People’s feedback.

The Purchaser will have regular engagement with Parents / Carers to feedback / discuss the outcome of quality monitoring activity.

17.7 Upon any quality monitoring visit taking place, the number of visitors at any one time should be no more than necessary for contract compliance visits. Every effort shall be made by the Contract Monitoring Officer to exercise the right to monitor the Services in a reasonable and considerate manner, so as not to cause any unreasonable disturbance and inconvenience. Consideration will also be given by the Contract Monitoring Officer to the continued privacy of the Child / Young Person and minimal disruption to the education of Child / Young Person.

17.8 Such arrangements shall be in addition to and not prejudice any statutory inspection under provision of the appropriate Acts.

17.9 Where the Services delivered under this Flexible Procurement Agreement (the Contract) are subject to inspection by an Inspectorate / Regulator and the inspection results in the Services or part thereof, being assessed as inadequate, the Purchaser may, following consultations with the relevant Inspectorate / Regulator, where appropriate, in its absolute discretion take whatever action it deems appropriate, not limited to the imposition of added conditions of service or to terminate the Referral Contract in respect of the whole Services or that part which is assessed as inadequate.

17.10 The Provider will ensure that, the Contract Monitoring Officer has a copy of the most recent inspection reports from all regulatory bodies. Any draft reports, assessments, statutory requirement notices and resulting action plans must be shared within two weeks of receipt by the Provider or on the next working day if an overall Ofsted or CQC judgment of “requires improvement” / “inadequate” is awarded. The judgment from an Ofsted visit will only be considered ‘current’ when it has been fully moderated and published on the Ofsted website. Any early indication of potential Ofsted judgment should be reported to the Contract Monitoring Officer within one week of an Ofsted visit. Where a judgement of “requires improvement” / “inadequate” is awarded the Provider is required to action, as soon as possible, all required requirements and recommendations and to keep the Contract Monitoring Officer regularly informed of their progress to improve.

17.11 Copies of Provider policies and procedures shall be made available to the Contract Monitoring Officer upon request.

17.12 The Purchaser may within four weeks of becoming aware of any issues raised because of the monitoring reject any part of the Services provided which is in the Purchaser’s reasonable opinion not equal in quality and in all other respects to the Services requirements set out in this Flexible Procurement Agreement (the Contract). The Purchaser shall in such circumstances be entitled to request the Provider, and the Provider shall within four weeks of such request, agree with the Purchaser either to provide Services in lieu to the agreed standard, to cancel any invoices raised or to provide the appropriate refund or reduction of a following payment.

17.13 The Purchaser will carry out an assessment of how the Provider has used the total funding made available to meet the needs of the Child / Young Person, as described in the IPA. The purpose of this assessment will be to inform future contracting and allocation decisions.

17.14 The Provider will be required to meet with the Purchaser’s representative annually to review the Services provision which will allow both Parties to identify the ways in which the Services are meeting the care, education and health needs of the Child / Young Person; whether, in relation to each need, a satisfactory standard of service is being provided; any improvements that are required; and any improvements or developments, that are desirable to maintain and improve the level of Services delivery.

17.15 The Parties shall, as an output of each formal review/monitoring exercise, produce an agreed action plan setting out such required and desirable improvements / development and reasonable means and timescales for their application. The Provider shall make any required improvements and use its best endeavours to fulfil other agreed desirable action points in accordance with the relevant action plan. Each such action plan shall be reviewed at each subsequent formal review / monitoring exercise and otherwise as agreed between the Parties. Reports and action plans will be shared by the Contract Monitoring Officer with all other Council Officers as appropriate.

17.16 Where the Provider provides Health Services, the Provider must be committed to operating in accordance with the National Institute for Health and Care Excellence (NICE) guidelines as detailed in the Referral Contracts.

**18. GOVERNANCE**

18.1 Providers must ensure that they are compliant with all appropriate legal requirements and that they have in place a range of required policies.

The Provider will be expected to have developed appropriate policies including (not exhaustive):

* Equal opportunities
* Health and safety (staff and students)
* Safeguarding Children (including process for dealing with allegations)
* Safeguarding Adults (including process for dealing with allegations)
* Complaints and compliments
* Behaviour (including use of restraint)
* Anti-bullying
* Safer Recruitment
* Lone working
* E Safety
* Records management
* Information sharing
* Confidentiality
* Drugs and alcohol
* Disciplinary code and grievance procedures
* Equality and diversity
* Prescribed Medication

The Provider will ensure that all relevant policies and procedures are clearly communicated and implemented by staff.

18.2 The Provider must ensure that students and their parents/carers are aware of the range of policies which may impact upon their placement and be given access should they wish to review them.

18.3 The Provider will notify the Purchaser of the occurrence of any significant event the Service which affects the welfare or safety of any child or young person.

## 19. PAYMENT TERMS

19.1 Where requested by the Purchaser payments for Services will be made by an electronic payment / auto-payments system.

19.2 If payments are made in response to the Provider raising an invoice to the Purchaser, the invoices will contain the following information as a minimum:

* Date of the Invoice;
* Child / Young Person’s unique number / NHS Identifier (1 Child / Young Person per invoice) – The unique number will be indicated on the IPA;
* Setting/Settings name;
* Date the invoice refers to – periods from and to;
* Core Costs (Description Required);
* Additional Service costs;
* Contingency Arrangement costs; and
* Total charge payable.

19.3 Payment for Services will be made 30 days in arrears unless the Provider can make a business case to the Purchaser that this payment system will be detrimental to the financial sustainability of the Setting. Any change in payment terms will be at the sole discretion of the Purchaser, and in such cases payment arrangements will be agreed between the Purchaser and the Provider and detailed in the IPA.

19.4 Payment will be made in accordance with the prices set out in the Child / Young Person’s IPA, in accordance with the Pricing Schedule at Schedule 4.