**SCHEDULE 1: SERVICE SPECIFICATION – ALTERNATIVE PROVISION**

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# INTRODUCTION

Local Authorities and Integrated Care Boards (ICBs) have statutory duties and responsibilities concerning the education, health and care of Children, Young People and Young Adults to ensure that they are placed in an environment that will promote and safeguard their welfare and development.

The Placing Authority has agreed to purchase certain services from the Supplier under the Flexible Purchasing System (FPS) through a Call Off Contract comprising an Individual Placement Agreement or Block Contract subject to the terms and conditions of the FPS and those of the Call Off Contract. This document describes the services commissioned and how they will be delivered. The specification will form a part of the Call Off Contract.

This Service Specification describes the Core Services and the Essential Requirements for the Services that shall be delivered for Learners with special educational needs and disabilities (SEND) who are placed by the Local Authority in accordance with the Education Act 1996 and 2002 and the Children & Families Act 2014.

This specification is part of a suite of documents and should be read in conjunction with the FPS contractual documents including the tender documents.

This service specification is for Alternative Provision which follows the Department for Education definition as follows:

“Education arranged by local authorities for pupils who, because of exclusion, illness or other reasons, would not otherwise receive suitable education; education arranged by schools for pupils on a fixed period exclusion; and pupils being directed by schools to off-site provision to improve their behaviour.”

[*Link to: DfE Alternative Provision - Statutory guidance for local authorities*](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/942014/alternative_provision_statutory_guidance_accessible.pdf)

It includes Ofsted registered alternative education provision and non-registered provision such as off-site education that supports inclusion, alternative education that focuses on re-engagement; one to one tuition, online learning and education that supports Post 16 learning.

The needs of most learners can be met through mainstream provision, with a small proportion who have the most complex needs requiring specialist settings. Some learners however need education or training arranged outside a mainstream or specialist setting because otherwise they would not receive suitable education or training. These learners will access the Alternative Provision described in this specification.

The vision for Alternative Provision across the North West is that it will;

provide pupils with a rigorous and high-quality alternative to a mainstream curriculum

be suited to the child or young person’s capabilities, giving them the opportunity to take appropriate qualifications with rigorous assessment of progress;

improve learners’ motivation, self-confidence, attendance and engagement with education and learning;

have clearly defined objectives based on individual needs against which progress can be monitored and new objectives set

includes clear transition pathways that generate appropriate opportunities for progression and successful transition to the next stage of their education, ideally within mainstream provision

and deliver efficiencies and offer best value for local authorities.

# SCOPE

* 1. Phase 2B will include Alternative Provision settings. These will be referred to as Providers throughout this document.
  2. Services commissioned via this specification will be used by the Placing Authority to provide Alternative Provision for the following groups of Learners for whom the LA has a statutory responsibility:
  + Pupils who are permanently excluded
  + Learners who have medical and mental health needs
  + Pupils at risk of exclusion, on a fixed period exclusion or directed to off-site provision to support behavioural and emotional challenges
  + Young people with an Education Health and Care Plan (EHCP) or other vulnerabilities needing additional support to progress to a settled educational setting
  + Learners unable to cope with a full-time curriculum, missing out on education or who find themselves marginalised from mainstream schools because of behavioural or other challenges
  + Learners who have recently moved into an area and/or are without a school place
  + Learners who are known to Youth Offending Services
  + Looked After Children
  + Children and young people who are being directed to Alternative Provision by their school when there is an agreement in place between the LA and the schools to share access to this framework.

# SERVICE DESCRIPTION

1. 1. The Services required under the terms of this Contract shall support the needs of Learners of primary school age up to 25, including those with Special Educational Needs.
   2. The following Services are in scope of this specification:

**Lot 6: Alternative Provision where the Provider is registered with Ofsted** (or equivalent body). This may include Providers who are registered with Ofsted but the category of their registration does not include Learners to whom they are offering Alternative Provision.

**Lot 7: Alternative Provision where the Provider is not registered with Ofsted** (or equivalent body)

* 1. Each Service shall be able to take learners in accordance with their Statement of Purpose.
  2. The provision must be able to meet the needs of the individual learners as described in their referral form and/or in an Education, Health and Care Plan.
  3. In delivery of these services, the Provider shall operate fully in accordance with all relevant Acts of Parliament, amendment or re-enactment of any Act, Statutory Regulation, and other such laws and statutory guidance, as may affect the provision of education, health and care specified under the Contract
  4. The North West local authorities are committed to collaboration, co-production and best practice with Parents/ Carers and Providers, to ensure the regional contract remains fit for purpose. This Flexible Purchasing System will be regularly reviewed by the North West Regional Governance Group to ensure that the required outcomes are being delivered and further developments and innovation are included

# PRINCIPLES

* 1. In all circumstances, the Provider will work with Learners, their Parents/Guardians, Carers, the Placing Authority and all significant others to deliver the agreed outcomes
  2. The Provider shall deliver the service in such a way as to ensure:
  3. the engagement and participation of Learners is central; and
  4. that Learners feel that they are being listened to and able to influence decisions, and that this is evidenced; and
  5. that any concerns raised by Learners and their families are addressed swiftly.
  6. The safety of the Learners is paramount and the Provider will adhere to safeguarding requirements of Keeping Children Safe in Education: Statutory Guidance for Schools and Colleges (September 2022) and subsequent legislation and amendments.
  7. Local Authorities are under a duty to make efficient use of public resources and make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. As such, the Provider and Placing Authorities will seek the optimal use of resources to achieve the intended outcomes.

# ESSENTIAL REQUIREMENTS FOR LOTS 7 AND 8

* 1. The Provider shall comply and shall require its staff to comply with all relevant legislation and statutory guidance.
  2. The Provider will create an environment in which the Services operate that has continuous improvement at its core. Services will be flexible, responsive and creative, in order to deliver provision that meets the needs of the Learner.
  3. Ofsted (or an equivalent body approved by the Secretary of State for Education under section 106 of the Education and Skills Act 2008) inspection reports will be used as one of the key quality measures for this framework for registered providers.
  4. The Contract will be managed with providers being placed on either Provider List A or B.
  5. List A will be Providers who have passed the quality evaluation and have an inspection rating awarded by OFSTED as ‘Outstanding’, ‘Good’ or ‘Requires Improvement’ (or an equivalent rating awarded by a body approved by the Secretary of State for Education under section 106 of the Education and Skills Act 2008 to carry out inspections).
  6. List B will be Providers that have:

1. an Information Sharing Protocol (ISP) in place which has yet to be rectified, and / or
2. registered with the Department for Education (DfE) but have not received an inspection and therefore do not have a quality rating
3. are not registered with Ofsted (or equivalent).
   1. In operating its service the Provider will be expected to meet the standards and requirements defined in this service specification. Where deficiencies are identified, either by the Provider themselves or following an inspection by any Placing Authority or any relevant Regulatory Body, the Provider will notify all the placing Local Authorities immediately and take measures to rectify these without delay.
   2. Authorities will use List A initially to go to market for placements. If they are unable to identify an appropriate placement from providers on List A they may subsequently use List B as an additional route to market, undertaking additional due diligence prior to any placement being made.
   3. In the event of concerns being raised by the Placing Authority, that organisation may issue a notification under the Information Sharing Protocol (ISP) and the Establishment will then be relegated to List B for a maximum period of 3 months but during that period Placing Authorities may still use the Establishment . If after 3 months the Provider has failed to rectify the deficiency the Establishment may be suspended or removed from the FPS.
   4. Providers with a rating (from the relevant local inspection body) which is less than ‘Good’ will be asked to share their Action Plan, to improve their effectiveness in order to work towards a Good or Outstanding rating; and notify the placing Local Authorities, also supplying a copy of the Action Plan.
   5. In the eventuality that a Provider receives an ‘Inadequate’ or ‘Unsatisfactory’ rating, Cheshire East Council, as Lead Authority, will manage the process whereby the provider is suspended and eventually removed from the FPS.
   6. Unregistered Providers who fail to satisfactorily resolve any Action Plan resulting from an Information Sharing Protocol notification within the three month period or agreed extension may also be suspended and eventually removed from the FPS.
   7. The Service will operate within an environment that encourages and promotes innovation and learns from new research and emerging practice.
   8. The Provider will include in their curriculum activities which promote the development of the Learner’s social, personal, leisure and life skills which support Preparing for Adulthood.
   9. Where appropriate the Provider will deliver opportunities for its Learners to participate in mainstream activities (i.e.. universal provision to promote and encourage inclusion).
   10. In addition, the Provider will be able to demonstrate how its approach contributes to the Placing Authority’s ability to meet the five components of a successful SEND system identified by the Department for Education:
       * + - a person-centred and joined-up approach to identifying and meeting the needs of Learners and their families/carers/ associated professionals;
           - engagement and participation of Learners and their families, carers, and associated professionals so that they have greater choice, feel they are in control and are being listened to and their concerns are resolved swiftly;
           - a clear understanding of what support, services and provision are available and how to raise concerns or seek redress when there are concerns;
           - use of effective practice, data and wider intelligence and independent assessment to drive improvement; and
           - clearly-defined and understood roles, responsibilities and accountability.
   11. The provider will be expected to fully utilise universal services prior to developing and delivering services or interventions. Additional services or interventions must be agreed with the Placing Authority before they commence.

# MEETING EDUCATION NEEDS

* 1. The Provider will deliver education and/or training appropriate to the age, ability, aptitude and special educational needs of the Learner
  2. The Provider will deliver a programme of education and activities which meet the Learner’s agreed outcomes. If an EHCP is in place the provision in Section F should be delivered in order to meet these outcomes. This will include supporting the Learner to work towards qualifications that meet their ability and demonstrate the Learner is making academic progression or acquiring skills. The Provider will ensure the Learner does not repeat qualifications or courses.
  3. Should there be any change or amendment to the agreed timetable for the Learner, which may include an alternative or reduced timetable this will be put in writing by the Provider to the Placing Authority for the consent of the Placing Authority.
  4. Informing the Placing Authority within 30 mins if a child or young person does not arrive by the time expected so that measures can be put in place to ensure their safety.
  5. Informing the Placing Authority immediately if the learner absconds from the Alternative Provision so that measures can be put in place to ensure their safety.

# TRANSITION PLANNING

* 1. All movements between educational placements, at all ages, will be treated as transitions and the Provider will manage and plan to ensure the best outcomes for the Learner.
  2. Where requested, the Provider will produce or contribute to a detailed Transition Plan. This will apply across all transitions at described within 9.1.
  3. Certain ages are standard transition points. Careful planning to prepare the Learner for adulthood should be carried out from year 9 onwards, with support from the appropriate Local Authority teams. Providers may be asked to contribute to these plans.
  4. To support transition, the Provider may be asked to share information with the provision the Learner is moving to subject to data sharing protocols.

# PREPARING FOR ADULTHOOD

* 1. Planning for transition into post 16 education and adult life should start early and focus on the Learner’s strengths and capabilities and the outcomes they want to achieve.
  2. The Provider will deliver information and advice as relevant to their service to help the Learner make an informed decision on their choices when preparing for adulthood.
  3. If all educational outcomes have been, appropriate steps should be taken to support the learner into their next stage of education, employment or training.

# BEHAVIOUR MANAGEMENT PLANS AND ESCALATION PLANS

* 1. The Provider must make available its written policies on behaviour management. This must make explicit what are permitted and prohibited measures for the Service, including restraint and physical contact from suitably qualified staff, with robust reporting mechanisms.

# EXCLUSION

* 1. The Government issues statutory guidance on school exclusion. Whilst this does not apply to Alternative Provision the Provider will be expected to use statutory guidance on exclusion as good practice.
  2. No Learner should be excluded for an indefinite period, or for a non-disciplinary reason, or without formal notice in writing from the service lead/manager to the Placing Authority. Any exclusion of a pupil, even for short periods of time, must be formally recorded.
  3. The statutory guidance ‘Exclusion from maintained schools, academies and pupil referral units in England’ confirms that ‘informal’ or ‘unofficial’ exclusions, such as sending pupils home ‘to cool off’, are unlawful, regardless of whether they occur with the agreement of Parents / Carers.
  4. The Provider shall take all reasonable steps to resolve problems with respect to misconduct on the part of a Learner including liaison with the Placing Authority, before considering the use of exclusion procedures. This includes recognising SEMH needs and providing appropriate support to the learner.
  5. The Provider will inform the Placing Authority at an early stage of any situation or developing problem likely to lead to exclusion in order to give the Placing Authority the opportunity to work with the Provider and the Parent/Carer to resolve the difficulty. This may include the Provider arranging and holding a review meeting, if the Placing Authority requests this.
  6. Where the Learner is a Looked After Child the Provider must abide by the Children Act 2014 (including Care Planning, Placement and Care Review Regulations 2010) as a minimum. Decisions relating to Young people 18-25 will be made in accordance to the Mental Capacity Act 2015 and amendments and statutory guidance therein.
  7. The exclusion period will be kept to a minimum for any one episode.
  8. The Provider’s policy and procedures for a fixed period and permanent exclusion will be available to the placing authority on request.
  9. In the event of a proposed permanent exclusion the Provider will notify the Placing Authority by telephone immediately, with written confirmation provided within 3 working days.

# HEALTH

* 1. The Provider will support any Learner who has healthcare needs which are managed by universal services.
  2. If the Learner has more complex health needs, the Provider will work collaboratively with specialist health providers to ensure needs are met.
  3. All medication will be stored securely and safely handled by staff. Learners should not hold or administer drugs/medication unless agreed to at a review/admission meeting or with the expressed consent of the Placing Authority or Parent/Carer. Providers must carry out a detailed individual risk assessment for Learners over the age of 16 who wish to administer/ hold their own drugs/ medication.
  4. The Provider will have a policy on the administration of medication.
  5. Providers will engage with the Placing Authority before commissioning any health services themselves.
  6. In the event of unplanned healthcare being required, Providers will ensure this is provided by NHS providers and that parents/carers and the placing authority are informed.
  7. If appropriate a healthcare plan should be developed in partnership with NHS services.

# POST ADMISSION REVIEW

* 1. Provider will contribute to reviews as requested by the placing authority
  2. If the child or young person, provider or placing authority believe that the placement is not working they can call for a review at any time.

# CO-PRODUCTION, VOICE OF THE PARENT CARER AND LEARNER

* 1. The Provider will ensure that the voice of the Parent / Carer and Learner will be heard, and listened to, in all decisions and processes regarding them. They must be given timely opportunity to express their views and aspirations, and they must be supported to do so. This will include discussions regarding the Learner’s progress.
  2. The Provider will endeavour to ensure there is effective, clear and timely communication with Parents / Carers to promote successful partnership working between both parties.
  3. The Provider will ensure the Parents / Carers and the Learner are involved in influencing, improving and informing wider service delivery. Their views and opinions will be captured and responded to and feedback will be provided following engagement exercises.
  4. The Provider will ensure Parents/ Carers participate in events and engage in the life of the setting.
  5. The Provider will operate an open and transparent culture as far as possible. When Parents / Carers are visiting the premises, the Provider should ensure they are able to access the entire site/ facility. If this is not possible during the academic day, Providers should open at alternative times ( early evening / weekend) to enable Parents / Carers to view the full site/ services.
  6. The Provider will identify ways to support the Learner and the Parent / Carer to communicate, in line with their individual needs, to ensure their voice is heard and their views are captured (for example, use of different techniques or alternative formats to contribute their views i.e.. videos, voice recordings, etc).

# REFERRAL AND INITIAL ASSESSMENT

* 1. The Provider will comply with each LA as to the method of referral. Once this has been received the provider will respond to say whether they can meet the need and if so, to describe their offer with costs. This includes adhering to the EHCP consultation process as per the SEND Code of Practice 2014.
  2. Additional information may be requested by the provider where this is considered appropriate.
  3. Once a place has been agreed there will be a further exchange between the Placing Authority and the provider to ensure that the needs of the learner are understood and that clear objectives and outcomes are agreed by all parties.
  4. Where placing Local Authorities supply Providers with the outline needs for a placement (i.e.. age, gender, service needed, start date/ duration); the Provider will deliver an initial, indicative response (within 5 days) informing:

1. Whether a place is available
2. Whether they can meet specified needs
   1. The Placing Authority will issue further details including a copy of the EHC Plan where applicable to those Providers that indicate they are able to provide a placement, in order to further discuss the potential placement.
   2. The Provider will not, under any circumstances, contact family upon receiving a referral unless the Placing Authority specify this.
   3. The exact referral and placement process will be tailored to the individual needs of the Learner and the requirements of the Placing Authority.
   4. In the event that a placement is not made, the Provider must destroy all paper and electronic confidential documents within 5 working days.

# CONTRACT MONITORING AND QUALITY ASSURANCE

* 1. Providers will comply with the procedures set out by each purchasing body for monitoring attendance and progress which will include daily attendance reporting
  2. Providing a record of the engagement, progress and attainment of the learners when requested and in a format stipulated by the Placing Authority. This will be at least once every half term.
  3. The Provider will comply with contract monitoring and quality assurance processes as required by the Placing Authority in relation to:

1. individual placements
2. overall service delivery.
   1. Monitoring of overall service delivery and quality will be undertaken via the North West Performance Monitoring and Outcomes Framework
   2. Providers will provide the data and information, in the format and at the frequency requested by placing Local Authorities.
   3. The Provider acknowledges the right of the Placing Authority to monitor the provision made for the education of a Learner specified in the Individual Placement Agreement. This will include monitoring all aspects of the provision delivered.
   4. Monitoring may include visits by the Placing Authority's representatives or agents by prior agreement with the Head-teacher/Manager, or unannounced visits consistent with the Duties provided that upon any such visit taking place the number of visitors at any one time should be no more than necessary for quality assurance purposes and ensuring compliance with Local quality assurance frameworks.
   5. Every effort shall be made to ensure the continued privacy of Learners and minimal disruption to the education of Learners.
   6. Such arrangements shall be in addition to and not prejudice any Statutory Inspection under provision of the appropriate Acts.
   7. Providers who join the contract may be asked to submit key documents to enable them to be accessed and reviewed by the 24 North West Local Authorities.

# LOCATION

* 1. The Provider should articulate in their tender response the geographic reach of their service.
  2. The Provider should ensure that they have suitable premises or delivery locations formally arranged at the point at which contracts of work or invitations to tender are issued.

# SERVICE INFORMATION

* 1. The providers will be held responsible for updating any information regarding their service offer on an annual basis, in order to inform placement searches for the next academic year.
  2. Information will be submitted via The Chest procurement portal.

# POLICIES AND PROCEDURES

* 1. The Provider will have clear policies, procedures and documents which will be supplied to the Placing Authority as and when requested. Updated versions are to be supplied during each Annual Monitoring Return to the Placing Authority, upon request.
  2. Policies and Procedures should be appropriate to the size of the Provider and the services being delivered.
  3. As a minimum, there should be the following policies, procedures and plans in place:

1. Behaviour Policy
2. Health and Safety Policy
3. Safeguarding and Vulnerable Children Policy. Including evidence through this policy that their safeguarding practice meets the current required standards as described in national guidance and the law, (see KCSIES 2022).
4. Complaints Procedure
5. Data Protection and information management
6. Staffing Policy (to include Safer Recruitment, Process for disregarding DBS disclosures and Code of Conduct and separate Whistleblowing Policy if not included)
7. Absence management and reporting procedure
8. Fixed term and permanent exclusion policy and procedure

# SERVICE SUSTAINABILITY AND BUSINESS CONTINUITY

* 1. Providers will be expected to have plans in place to ensure business continuity and to be able to share this with the placing authority on request.

# SAFEGUARDING

* 1. Providers will adhere to Keeping Children Safe in Education; Statutory Guidance for Schools and Colleges and all subsequent legislation and guidance.
  2. The statutory guidance, and any subsequent legislation and guidance, which applies to individuals up to 18 years old, will be expected to comply for all Learners placed under this contract, up to the age of 25 years.
  3. Providers will understand and adhere to all placing Local Authorities safeguarding policies and procedures.
  4. Providers will share learning from any incidents, where relevant.

# PREVENT AND CHANNEL DUTIES

* 1. Providers must ensure that they adhere to Prevent and Channel duties. The national Let’s Talk about it campaign (Let’s Talk about it: Working together to prevent terrorism <http://www.ltai.info/what-is-prevent/>) describes Prevent as being about safeguarding people and communities from the threat of terrorism.

# NOTIFICATIONS TO AND FROM THE PLACING AUTHORITY

* 1. The Provider agrees to notify the Placing Authority’s key contact/s as soon as possible and within 24 hours in any of the following circumstances:

|  |  |
| --- | --- |
| **Notifications** | |
| **The Service Provider is required to notify the Placing Authority as follows:-** | |
| **‘Without delay'**  **In the event of:** | **Within 48 hours in the event of:** |
| Death of a Learner accommodated by the Provider | A Formal complaint being received from the Learner. |
| Serious illness or accident sustained by the Learner. | A Learner expresses a wish not to continue with existing 'contact' arrangements. |
| Outbreak of any infectious disease which considered sufficiently serious to be so notified in the opinion of a registered medical practitioner | In residential settings, the Service Provider becomes aware that a Learner who is resident of the Provider or is about to become resident is a Schedule 1 offender. |
| An allegation that a Learner accommodated by the Provider has committed a serious offence | There is fear for the safety of the Learner whilst in the care of the Service Provider or during family 'contact' periods |
| Involvement or suspected involvement of a Learner accommodated by the Provider in prostitution | Any situation which threatens the Learner’s well-being, including self harm or attempted self harm |
| Serious incident necessitating calling the police to the School | All holidays granted to a Learner outside academic terms or those extending beyond the 2 weeks that can be given as authorized absence in special circumstances |
| Absence by the Learner from the placement for any reason (including exclusion) unless pre-arranged and agreed with the Placing Authority | Any significant circumstance which affects the Provider’s ability to provide the Service to a Learner in accordance with this Contract. |
| Any serious complaint about the Provider or persons working there |  |
| Instigation and outcome of any Learner protection enquiry involving a Learner accommodated by the Provider |  |
| Referral to the Secretary of State pursuant to section 2(1)(a) of the Protection of Children Act 1999(a) of an individual working at the school or in line with requirements under Vetting and Barring/ ISA |  |

N.B. In the case of these circumstances it is possible to contact the Placing Authority’s Out of Hours Service via the local Police if necessary.

# EMPLOYEES

* 1. The Provider shall at all times during the Contract employ sufficient persons suitably qualified, experienced and skilled for all elements of provision (including therapeutic interventions, where this is commissioned by the Placing Authority and stated in the Individual Placement Agreement) to ensure that a high quality service is delivered to Learners to maximise the opportunities for them to achieve their outcomes.
  2. The Provider will ensure all staff are registered to their respective professional bodies (where applicable), and that staff are supported through regular supervision and appraisal, and provided with relevant training and development opportunities.
  3. The Provider will check the professional registration(s) of all employees as part of the recruitment process; for example HCPC and NMC.
  4. The Provider shall ensure that all persons including their Staff whose duties involve access to or information about, Learners are subject to enhanced Disclosure and Barring checks/ ISA and checks by the Provider prior to starting their duties, ensuring full compliance with the Safeguarding Vulnerable Groups Act 2006.
  5. The Provider shall ensure that no member of their Staff or any sub-contractor is permitted to provide Services until all the necessary checks have been undertaken and the checks are satisfactory.
  6. Where transport is provided, the Provider shall make all reasonable arrangements to check that driving licences, insurance and MOT certificates, are current and that no staff who will be driving learners has received sufficient penalty points to be barred from driving or received a court judgement that bars them from driving.

# COMPLAINTS

* 1. The Provider shall have a written procedure consistent with legislation and guidance appropriate to the care and education of Learners to enable a Learner and/or their Parent / Carer to make complaints and representations about the Provider. Information relating to any complaints/representations should be provided to the Placing Authority.
  2. Prior to Placement, Learners and their Parent / Carer must be given information about the complaints procedure and how it works in their Placing Authority. This must be in an easily understood and appropriate form. All staff should be familiar with the procedure and know how to assist a Learner and/or their Parent / Carer or other advocate in the making of a complaint or representation.
  3. The procedure must include provision for the involvement in the investigation of complaints of an appropriately experienced individual or agency such as mediation or disagreement resolution services independent of the day-to-day functioning of the Provider.
  4. The procedure should allow the involvement of an advocate acting on behalf of a Learner or Parent / Carer and the procedure must establish a process of referral to an advocate if the Learner or Parent / Carer wishes, at no cost to the Placing Authority or the Provider. If advocacy services are not available a referral may be made back to the Placing Authority.
  5. Where the complaint is received by the Placing Authority, the Placing Authority reserves the right to determine the conduct of these complaints
  6. The existence of the procedure does not remove a Parent/Carer or Learner's right of access to the Placing Authority's complaints and representation procedure where they are eligible to do so. If applicable, please refer to the Placing Authority for further information.

# NORTH WEST LOCAL AUTHORITIES’ INFORMATION SHARING PROTOCOL

* 1. The North West Local Authorities operate an Information Sharing Protocol (ISP). The Protocol aims to facilitate the timely sharing of information about providers between Children’s Services Authorities where there are events or concerns that may be relevant to their contractual relationship. Such information sharing is considered good practice, as it will help the Placing Authorities to monitor the quality of providers and protect the welfare of Learners.
  2. Where Placing Authorities issue the Provider with an Information Sharing Protocol Notification (ISP), in respect of any Establishment the Establishment will be relegated to List B for a maximum period of 3 months. The Protocol will detail a review date upon which there shall be a resolution. If after 3 months the Provider is unable to rectify the deficiency the Contract will be terminated by Cheshire East Council and the Provider will have to reapply to join the Flexible Purchasing System when they are ready to do so.
  3. The Provider will have the opportunity to comment upon an ISP being issued by a Placing Authority prior to distribution.
  4. The Protocol aims to offer a straightforward and consistent approach to information sharing. The approach is intended to be open and understandable. Service providers will be informed of any notifications about them under the Protocol.
  5. Each recipient Authority is responsible for deciding what action it takes as a result of information received under the Protocol.

# TRANSPORT

* 1. The Provider will indicate in the service description as part of their tender response whether or not they provide transport.
  2. If transport is provided then:

1. The Provider will ensure a safe, appropriate vehicle is used for all transport and any specialist equipment items related to Learners’ needs are provided.
2. The Provider will ensure all drivers are appropriately qualified and that all relevant checks are undertaken to safeguard the safety of the Learners transported.
3. The Provider will ensure risk assessments are undertaken for the individual or group and the correct staffing level is maintained within the transport.
   1. Any exceptions regarding payment for transport will be agreed by the Placing Authority and outlined in the Individual Placement Agreement (IPA).

# SOCIAL VALUE

* 1. Providers will respond to any local Social Value Charter and any developing documents or policies from placing Local Authorities.

**SPECIFICATION ENDS**