**SCHEDULE 1: SERVICE SPECIFICATION - CORE SERVICES**

**INDEX**

**SECTION A: GENERAL**

1. Introduction Page 3
2. Scope Page 3
3. Service description Page 3
4. Outcomes Page 4
5. Principles Page 5
6. Essential requirements for all lots Page 5
7. Meeting education needs Page 7
8. Accommodation Page 8
9. Transition planning Page 8
10. Preparing for adulthood Page 8
11. Outreach for alternative education provision Page 9
12. Behaviour management plans and escalation plans Page 10
13. Exclusion Page 11
14. Health Page 12
15. Post admission review Page 14
16. Annual review Page 15
17. Co-production: voice of the parent / carer and learner Page 16
18. Referral process Page 17
19. Contract monitoring and quality assurance Page 17
20. Service information Page 18
21. Policies and procedures Page 18
22. Service sustainability and business continuity Page 19
23. Safeguarding Page 19
24. Prevent and Channel duties Page 20
25. Notifications to and from the Placing Authority Page 20
26. Employees Page 21
27. Management systems Page 22
28. Complaints Page 22
29. North West Local Authorities Information Sharing Protocol Page 23
30. Transport Page 24
31. Social Value Page 24

**SECTION B: DEFINITIONS OF GENERAL OUTCOMES**

1. Basic needs Page 25
2. Personal resources Page 25
3. Functioning Page 26
4. Preparation for adulthood Page 26
5. Community outcomes to which the provider will contribute Page 27

**SECTION C: APPENDICES**

Appendix 1: North West Performance Monitoring and Outcomes Framework Page 28

Appendix 1a: Outcomes Framework Page 29

Appendix 1b: Independent Educational Provision – Clinical Quality Visit Page 30

Appendix 1c: Independent Educational Provision – Health Quality Self

Assessment Tool Page 36

Appendix 1d: Proposed draft Establishment Monitoring Template Page 40

Appendix 1e: Proposed draft Individual Learner Monitoring Template Page 59

Appendix 2: Core Cost Specification Page 60

Appendix 3: Communications Page 66

Appendix 4: Children and Young People’s Residential Placements Flexible Page 68

Procurement System contract

# SECTION A: GENERAL

1. **INTRODUCTION**
   1. 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.
   2. 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, the Outcomes (including the Individual Outcomes) the North West Peformance Monitoring and Outcomes Framework and the Essential Requirements for the Services that shall be delivered for Learnerswith 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.

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

1. **SCOPE** 
   1. Phase 1 will include independent and non-maintained special school (INMSS) placements for Learnersaged up to 16 who have an education, health and care plan (ECHP). These will be referred to as Providers throughout this document.
   2. Phase 2A will include placements in independent and non maintained schools, colleges, specialist Post 16 Insititutions for Learners 16 – 25 years who have an education, health and care plan (ECHP). These will be referred to as Providers throughout this document.
   3. Additional lots may be included in future phases.
   4. The Service offered by the Service Provider under the terms of this Contract shall be full/part-time education provision (with or without residential care) and shall support the needs of Learnerspresenting with Special Educational Needs and Disabilities
   5. The Service shall be able to take Learnerswith SEND in accordance with their statement of purpose.
   6. Providers can apply into multiple lots if their provision is approved to do so by their DfES/Ofsted registration (or other equivalant).
2. **SERVICE DESCRIPTION**
   1. The provision must be able to meet the objectives established in the Learner’s Education, Health and Care Plan and provided in compliance with all relevant statutory requirements, including timescales, and any requirements of the Regulatory Body.
   2. The Placing Authority, in purchasing education provision, is seeking:
      1. To ensure that Learners receive education, health and social care provision which meets the requirements specified in their Education, Health and Care (EHC) Plan.
      2. To ensure that the education, health and social care provision received by each Learner generates appropriate opportunities for progression and outcomes, in line with the objectives of their EHC Plan and in line with the provisions of section 8 of the SEND Code of Practice (Preparing for Adulthood).
   3. The following Services are in scope of Phase 1 of this specification:
3. Lot 1: Day education placement
4. Lot 2: Education with 38 week residential placement
5. Lot 3: Education with 52 week residential placement
   1. The following Services are in scope of Phase 2 of this specification:
6. Lot 4: Day placements
7. Lot 5: Residential placements
   1. The specification has been written to cover a range of Education settings across all four service categories as identified in the National Schools and Colleges Contract Service Specification and the SEND Code of Practice (2015):
8. Sensory and/or physical needs
9. Social, emotional and mental health difficulties
10. Cognition and Learning
11. Communication and interaction
    1. 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
12. **OUTCOMES**
    1. This service specification sets out the outcomes the Provider will be expected to deliver in respect of:
       1. the service overall (the Outcomes), and
       2. individual placements (the Individual Outcomes).
    2. In respect of the service overall, the Provider will be expected to participate fully in the North West Peformance Monitoring and Outcomes Framework, providing the required data and key performance indicators (in the format requested by the placing authorities)
    3. In respect of individual placements, the Provider will be expected to work with the Placing Authority to achieve positive outcomes for the Learner and meet the objectives as described in the Education, Health and Care Plan accompanying each placement.
    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.
13. **PRINCIPLES**
    1. The Provider will have at its core a focus on education, outcomes, preparing for adulthood and high aspirations for the Learnerswho use the service.
    2. In all circumstances, the Provider will work with Learners, their Parents/Guardians, Carers, the Placing Authority and all significant others to deliver the outcomes as detailed in the EHC Plans.
    3. The Provider shall deliver the service in such a way as to ensure:
       1. the engagement and participation of Learners and their families is central; and
       2. that Learners and their families feel that they are being listened to and able to influence decisions, and that this is evidenced; and
       3. that any concerns raised by Learners and their families are addressed swiftly.
    4. 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 2019) and subsequent legislation and amendments.
    5. 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 commissioners will seek the optimal use of resources to achieve the intended outcomes.
14. **ESSENTIAL REQUIREMENTS FOR ALL LOTS**
    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.
    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:
15. an Information Sharing Protocol (ISP) in place which has yet to be rectified, and / or
16. registered with the Department for Education (DfE) but have not received an inspection and therefore do not have a quality rating.
    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.

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.

* 1. 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.
  2. Providers with a rating (from the relevant local inspection body) which is less than ‘Good’ will be asked to produce an 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.
  3. 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 if fails to meet action plan requirements within the allocated timeframes will eventually be removed from the Framework.
  4. The Service will operate within an environment that encourages and promotes innovation and learns from new research and emerging practice.
  5. Within the curriculum, the Provider will have in place a programme of activities which promote the development of the Learner’s social, personal, leisure and life skills and which allows for a positive interaction with the family, wider community and the Provider. The Provider will ensure these promote Preparing for Adulthood, independence, and skill building.
  6. The Provider will deliver opportunities for its Learners to participate in mainstream activities (ie. universal provision to promote and encourage inclusion).
  7. 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:
     1. a person-centered and joined-up approach to identifying and meeting the needs of Learners and their families/carers/ associated professionals;
     2. engagement and participation of Learners and their families/carers/ associated professionals so that they have greater choice, feel they are in control and are being listened to and their concerns are resolved swiftly;
     3. a clear understanding of what support, services and provision are available and how to raise concerns or seek redress when there are concerns;
     4. use of effective practice, data and wider intelligence and independent assessment to drive improvement; and
     5. clearly-defined and understood roles, responsibilities and accountability.
  8. 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.

1. **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 in accordance with their EHC Plan or Annual Review (whichever is most up to date for the Learner).
   2. The Provider will deliver a programme of education and activities which meet the Learner’s outcomes, as stated in their EHC Plan or annual review paperwork (whichever is most up to date for the Learner). 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 endeavour to 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 or the Learner being educated off-site, or any other amendment from the norm which lasts for more than 5 working days, this will be put in writing by the Provider to the Placing Authority for the consent of the Placing Authority.
   4. Where a Learner does not attend the placement as expected, the Provider will address this with the Parent/Carer on the same day and inform the Placing Authority within 5 working days.
   5. Where a Learner does not return to the placementafter a holiday, home leave or illness (or other issues relating to non-attendance) the Provider will notify the Placing Authority within 5 working days.
2. **ACCOMMODATION**
   1. Where the Provider is required to deliver accommodation, the Provider will meet the requisite standards and requirements for children’s homes specified within the Children and Young People’s Residential Placements Flexible Procurement System (see appendix 4).

1. **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 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. This support should address a number of key areas including preparing for adulthood (see section 10), preparing for higher education and employment, independent living, travel training, maintaining good health in adulthood and participating in society.
   4. To support transition, the Provider should share information with the provision the Learner is moving to, the Learner’s Social Worker and all relevant professionals as required. Providers should agree with Parents /Carers and pupils the information to be shared as part of this planning process. Where a pupil is remaining in the placement for post-16 provision, this planning and preparation should include consideration of how to provide a high quality study programme.
2. **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. From Year 9 onwards (if not before), the Provider will deliver Preparation for Adulthood and support the Learner to make decisions on the following areas with clear information being communicated:
   3. Support to prepare for higher education and / or employment – this will include identifying appropriate post-16 pathways that will lead to these outcomes. Training options such as supported internships, apprenticeships and traineeships, or support for setting up your own business, should be discussed. The review should also cover support in finding volunteering opportunities, work experience, getting a paid job, and learning how to do a job (for example, through work experience opportunities or the use of job coaches) and help in understanding any welfare benefits that might be available when in work.

All information, advice and guidance will meet the Learner’s abilities and aspirations.

* 1. Support to prepare for Independent Living – including exploring what decisions young people want to take for themselves and planning their role in decision making as they become older. This should also include discussing where the Learner wants to live in the future, who they want to live with and what support they will need. Local housing options, support in finding accommodation, housing benefits and social care support should be explained

Support will maximimise the Learner’s abilities and life skills to live as independently as possible.

* 1. Support in participating in society - including understanding mobility and transport support, and how to find out about social and community activities, and opportunities for engagement in local decision-making. This also includes support in developing and maintaining friendships and relationships
  2. Support in maintaining good health in adult life - including effective planning with health services of the transition from specialist paediatric services to adult health care. Helping Learners understand which health professionals will work with them. Planning well-supported transitions is vital to ensure young people are as healthy as possible in adult life

Support will include disease management (i.e. getting help as needed but also staying healthy - eating well, exercise, health screening, good emotional wellbeing, smoking and alcohol).

* 1. From Year 9 onwards, the Provider will support Annual Health Checks with the Learner’s GP.
  2. The Provider will deliver all the relevant information to help the Learner make an informed decision on their choices when preparing for adulthood. This will be documented in the Annual Review of an EHC Plan.

1. **OUTREACH OR ALTERNATIVE EDUCATION PROVISION**
   1. At the request of the Placing Authority, the Provider may arrange and agree suitable, alternative, full-time education provision for Learners not attending or participating in the Provider’s standard offer.
   2. The Provider must provide a clear plan to re-engage the Learner back into education. The plan must be agreed with Parents / Carers and Placing Authority. The Provider should plan for re-engagement at the earliest opportunity.
   3. Outreach provision will be: -
2. Based on the individual needs of the Learner to ensure continued progress and educational attainment in line with their EHC Plan.
3. Planned and reviewed regularly.
4. Varied - using a range of activities / methods of education which are stimulating and appropriate for the age, ability and appitude of the Learner.
   1. Should there be any change or amendment to the agreed outreach provision for the Learner, which may include further alternatives being offered, a reduced timetable, education being provided off-site, or any other amendment from the norm which lasts for more than 5 working days, no action to continue this should be taken by the Provider without the full consent of the Placing Authority.
5. **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. The Provider must not employ any measure prohibited under regulation 8 of the Young Person’s Homes Regulations, 2015.
   2. The policy must be commensurate with the Providers stated philosophy and young person care model, as well as the Department of Health’s publication the Children Act 2004:
6. Guidance and Regulations - Volume, Four Residential Care.
7. Staff must be fully aware of these policies and how to apply them in practice.
8. Permitted and prohibited measures must be made explicit. This includes circumstances in which restraint and physical contact may be reasonably used and the principles, which guide staff behaviour in this area of service.
9. The measures employed by the Provider must recognise the importance of rewarding young persons for the achievement of acceptable behaviour and not reactions to misbehaviour.
10. Young persons whose conduct is unacceptable shall be dealt with in accordance with positive disciplinary measures approved by the Purchaser.
11. Young persons and staff should meet regularly to discuss conduct and control in the service.
12. Staff shall share a common understanding of how conflict is to be dealt with and how to anticipate and deal with aggression, violence and self-harm.
13. Where sanctions are necessary they must be relevant, reasonable and carried out as contemporaneously as possible.
14. The Provider must ensure that staff are able to distinguish between interventions which may involve temporary restriction of liberty and physical restraint which may be reasonable in the circumstances of a particular incident, and the regular use of such measures as part of a regime which would not be permissible.
15. The use of permitted disciplinary measures must be clearly recorded by the provider in a dedicated log-book and systematically monitored by Service Manager(s). There should be a separate log for any physical intervention.
16. **EXCLUSION**
    1. No Learner should be excluded for an indefinite period, or for a non-disciplinary reason, or without formal notice in writing from the head teacher to the Placing Authority. Any exclusion of a pupil, even for short periods of time, must be formally recorded.
    2. 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.
    3. The Provider shall take all reasonable steps to resolve problems with respect to misconduct on the part of a Learner, or any SEMH needs, including liaison with the Placing Authority, before considering the use of exclusion procedures.
    4. 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.
    5. 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.
    6. The exclusion period will be kept to a minimum for any one episode.
    7. The Provider’s policy and procedures for a fixed period and permanent exclusion will be described in the Provider’s documentation submitted to the Placing Authority, if requested, prior to placement.
    8. A fixed period exclusion shall not exceed a total of 45 school/college days in any academic year and the Provider will notify the Placing Authority by telephone at the earliest opportunity, and confirm their action in writing within 24 hours. During this the exclusion:
       1. if residential, the Learner shall be returned home, or to their placement, as appropriate;
       2. the Provider will provide work for the Learner to undertake and/or guidance with regard to activities and occupation of time during the period of exclusion;
       3. the Provider will convene a meeting at the earliest opportunity (and in all cases within 5 days) with the Placing Authority. The outcome of this meeting will be a strategy plan to be adopted for the Learner’s return;
       4. In the case of a Learner who is looked after by the Placing Authority the Provider will convene an urgent review meeting to agree the next steps
    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. Permanent exclusion of a Learner will not be confirmed until both the Placing Authority and the Parent/Carer have been given an opportunity to attend a meeting with the Provider to discuss the matter within 15 working days. The Provider will take a further 5 working days to consider their representations and to determine whether the exclusion should be upheld
    10. Exclusion is deemed permanent upon expiry of the 20 working day period referred to in clause 13.7 during which the Provider can consider representations and determine whether the exclusion should be upheld, unless before expiry of that period the Provider shall notify the Placing Authority that exclusion is not upheld.
    11. The Government issues statutory guidance on school exclusion. Whilst this does not apply to independent and non-maintained special schools, the Provider will be expected to use statutory guidance on exclusion as good practice; and complete any documentation as required by the Placing Authority.
17. **HEALTH**
    1. The Provider will ensure that where the Learner has healthcare needs, these will be met by universal services; wherever possible.
    2. If the Learner has more complex health needs, the Provider will work collaboratively with specialist health providers; to ensure the outcomes stipulated in the EHC Plan are delivered.
    3. The Provider will ensure:
18. that it has access to a Named School Nurse, preferably with paediatric and public health nursing expertise.

If the setting does not have access to a School Nurse, the Provider will access their registered GP or access their entitlement to the mandated Healthy Child Programme

1. that it has a written policy, procedure and guidelines which adheres to the DfE Guidance for Supporting Children with Medical Conditions in Schools; in order to promote the health of Looked After Children and encourage all Learners to feel, and understand, that their health is important
2. that local Health Services are alert to the specific and/or special health needs of the Learners and provide positive support to identify and address any health needs (where they have not been addressed as part of the placement commissioned by the Placing Authority, as outlined in the IPA);
3. that staff exercise effective controls over substance abuse, and where appropriate smoking, drinking and sexual behaviour, and provide positive guidance for Learners in relation to these issues;
4. that all Schools / Higher Education Settings implement policies of non-smoking, prevention of substance abuse and alcohol consumption which comply with the DfE and ACPO ‘Drug Advice for Schools: Advice for local authorities, headtechers, school staff and governing bodies’.

All Providers’ policies will include how they manage such incidences.

1. that they facilitate, and contribute to, any statutory health assessments within prescribed periods (eg. the Education Health and Care Plan);
2. that health, treatment, medication records are kept in accordance with Health Care Profesional / Royal College of Nursing standards and practice. Summaries of these records will be provided on request to Learner’s social worker and named health professional, where relevant.
3. that Parent/Carer and significant others are engaged where possible in promoting the healthcare of the Learners;
4. the vaccination, immunisation and screening provision and hearing are undertaken when appropriate;
5. that where feasible registration with the family GP is maintained. In residential placements, where this is not possible, the Learners are registered with a local GP
6. that Learners in residential placements have access to and provided with regular dental and optical care;
7. that Learners receive health education which covers smoking, sex and relationships education, alcohol and substance abuse, sexually transmitted diseases, HIV Aids and personal hygiene;
8. older Learners are consulted and their consent sought for medical examination and treatment. For Learners over 18 years old, with capacity, the Provider will ensure they seek consent from the Learner before sharing their information.
   1. The written Agreement of the Learner’s Parent/Carer (where appropriate) will be sought for all medical healthcare treatment.
   2. All medical healthcare treatment will be administered only in accordance with the advice of fully qualified medical or dental practitioners.
   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. Drugs & Medication: -
      1. The Provider will have a policy on the administration of medication in line with the Royal Pharmaceutical Society guidance, ‘The Handling of Medicines in Social Care’.
      2. Where staff of the Provider administers medication, and they are not qualified medical staff, the Provider will ensure that they have the appropriate knowledge and training. They will follow a recognised care plan supplied by the relevant health practitioner, is appropriate, with consent. Records will be kept on the content and dates of course and of attendees.
   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.
   7. Providers will comply with the quality assurance process for health provision (as outlined in appendix 1).
   8. Where Learners transition between local ICB services and Providers, the Providers must comply with the SEND Code of Practice in terms of which organisation is providing health provision, over and above the education Provider.
9. **POST ADMISSION REVIEW**
   1. When the placement involves a child in care, there will be a requirement for a placement meeting with 72 hours of the placement commencing.
   2. The Provider, on request of the Placing Authority, will arrange an Post Admission Review within 3 months of the Admission Date to assess the suitability of the Placement for both the Learner and the Provider.
   3. Where an Post Admission Review is required by a Placing Authority, the Provider will; -
10. give sufficient notice (no less than 2 weeks),
11. ensure the Parent/ Guardian / Carer is able to attend,
12. ensure the Learner attends (if possible),
13. allow all appropriate professionals involved to contribute views to the Learner’s progress.
14. **ANNUAL REVIEW** 
    1. Providers are required to convene and hold an annual review meeting for each Learner, at a minimum every 12 months from the date their EHC Plan was previously issued; or at the Placing Authority’s request.  Providers should offer a range of dates to ensure those invited have maximum opportunity to attend. The dates offered should be suitable for the Parents/ Carers. The annual review date should be set termly in advance (with paperwork circulated at least 6 weeks in advance) and the Provider work with the Learner’s Social Worker or Key Worker to ensure all relevant agencies are invited and contribute to the process. Some agencies (for example, CAMHS services) require longer notice periods and where this is needed, Providers will give a longer notice period.
    2. The Provider must ensure Parent/Carers and the Learner are invited to contribute their views, wishes or feelings at least 4 weeks in advance of the annual review meeting; and they must be supported to do so.
    3. The Provider must request from all professionals involved with the Learner their view on progress made against outcomes within the EHC Plan and allow sufficient time to discuss any suggested changes to the EHC Plan with the Learner.
    4. Where a Learner has a social care plan, the EHCP review should be aligned to the social care review and/ or Personal Education Plan (PEP) meeting, where possible and appropriate, to ensure planning and reviews are aligned; and attendance by Parents/Carers, the Learner and professionals at multiple meetings where similar things are discussed.
    5. The Provider must circulate copies of all the reports/contributions received at least 2 weeks in advance of the annual review date.
    6. The Annual Review meeting must be held in the style of a Person Centred Planning Meeting. It must enable full involvement of the Parent / Carer and Learner and consider their views wishes and feelings especially when making decisions.  The annual review meeting must:
15. ensure the Learner is invited to attend and supported to do so, or enabled to contribute their views in an alternative format (ie. videos, voice recordings, etc).
16. focus on progress made towards achieving outcomes.
17. establish whether the current outcomes remain appropriate and if required agree new ones.
18. review the short-term targets and if appropriate set new ones.
19. review the special educational provision and the arrangements for delivering it to ensure it is still appropriate and check its effectiveness towards achieving the outcomes.
20. review any health and social care provision and check its effectiveness towards achieving the outcomes.
21. consider whether it is an appropriate time to work toward the Learner returning to local provision.
    1. The Provider will facilitate a discussion regarding Preparing for Adulthood, in line with the SEND Code of Practice Section 8.
    2. The Provider must prepare an Annual Review Report following the meeting that includes any recommendations for amendments to be made to the EHC Plan. This should include where there are differences of opinions and not just the general consensus.  The report must be circulated to all parties which have contributed to the review process.  The report must be sent to the Parent / Carer and the Placing Authority Special Educational Needs Team within two weeks of the meeting.
    3. The Provider will call an emergency (within 2 weeks) Review if a Placement has, or appears likely to break down.
22. **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 offer to meet Parents / Carers at least 3 times each academic year to discuss the Learner’s progress. This will be in addition to the Annual Review.
    4. All meetings with Parents / Carers and the Learner will be held in style of person centred planning meetings.
    5. 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 exericises.
    6. The Provider will ensure Parents/ Carers have the opportunity to participate in events and engage in the life of the school / college.
    7. 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.
    8. 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 ie. videos, voice recordings, etc).

1. **REFERRAL PROCESS**
   1. Where placing Local Authorities supply Providers with the outline needs for a placement (ie. age, gender, service needed, start date/ duration); the Provider will deliver an initial, indicative response (within 5 days) informing:
2. Whether a place is available
3. Whether they can meet specified needs
   1. The Placing Authority will issue a copy of the EHC Plan to those Providers that indicate they are able to provide a placement which meets the specified outline needs, 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.
4. **CONTRACT MONITORING AND QUALITY ASSURANCE**
   1. The Provider will comply with contract monitoring and quality assurance processes in relation to:
      1. individual placements
      2. overall service delivery.
   2. Individual placement monitoring (assess, plan, do and review cycle) will be addressed through the Placing Authority’s Annual Review processes for EHC Plans.
   3. Monitoring of overall service delivery and quality will be undertaken via the North West Peformance Monitoring and Outcomes Framework (see appendix 1).
   4. Providers will provide the data and information, in the format and at the frequency requested by placing Local Authorities.
   5. The Provider acknowledges the right of the Placing Authority to monitor the provision made for the care and education of a Learner specified in the Individual Placement Agreement. This will include monitoring all aspects of the provision delivered.
   6. Monitoring may include visits by the Placing Authority's representatives or agents by prior agreement with the Head-teacher, 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 statutory/inspection purposes.
   7. Every effort shall be made to ensure the continued privacy of Learners and minimal disruption to the education of Learners.
   8. Such arrangements shall be in addition to and not prejudice any Statutory Inspection under provision of the appropriate Acts.
   9. Providers who are successful on the contract may be asked to upload key documents to enable them to be accessed by the 23 North West Local Authorities.
5. **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.
6. **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. As a minimum, there should be the following policies, procedures and plans in place:

* Behaviour Policy / Physical Restraint Policy
* Health and Safety Policy including Lone Working
* Safeguarding / Vulnerable Adults Policy
* Complaints Policy
* Manual Handling / Moving and Handling Policy
* DBS Policy
* Risk Assessment Policy
* Data Protection / Confidentiality Policy
* Whistleblowing Policy
* Supervision, Appraisal and Employee Development Policy
* Environmental/Sustainability Policy
* Social Media Policy
* Referral Policy/Procedure
* Freedom of Information Policy

1. **SERVICE SUSTAINABILITY AND BUSINESS CONTINUITY** 
   1. Providers will be expected to produce a Sustainable Development / Business Continuity Plan and provide this, upon request, to the Placing Local Authorities.
   2. Key personnel, particularly managers, must be familiar and up to date with legislation, and the plan should include how the Provider will achieve the following:

* Compliance with the requirements of the Climate Change Act (2008) and all other environmental legislation;
* Compliance with the Sustainable Development Strategy for the NHS, Public Health and Social Care System 2014-2020 and any future updates.
  1. Resilience and business continuity plans are essential and it is expected that the Provider will report at least annually to the Placing Authority (upon request) on their currency and use.

1. **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, wil 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. The Provider will observe, understand and apply the principles of the Mental Capacity Act 2005 and be fully aware of their local and statutory responsibilities regarding compliance with the Mental Capacity Act including Deprivation of Liberty Safeguards.
   5. The Provider will comply with the Liberty Protection Safeguard system (when it comes into force) and any successor system.
   6. Where appropriate, safeguards will be put in place via the Court of Protection for approval  to ensure Learners who lack capacity are able to have their needs assessed and to ensure any decision taken on their behalf is one that is lawful, in their best interests and the least restrictive.
   7. Providers will need to maintain appropriate links to local vulnerable adutls processes as well as knowledge around adult safeguarding.
   8. Providers will share learning from any incidents, where relevant.
2. **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.
   2. Prevent is 1 of the 4 elements of CONTEST, the Government’s counter-terrorism strategy ( https://www.gov.uk/government/publications/counter-terrorism-strategy-contest-2018 ). It aims to stop people becoming terrorists or supporting terrorism. Channel provides support across the country to those who may be vulnerable to being drawn into terrorism. The overall aim of the programme is early intervention and diverting people away from the risk they may face.
3. **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 placements, 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 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.

1. **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. The Provider will follow the system for recruitment as set out in Standard 27 of the National Minimum Care Standards for Residential Special Schools, Standard 27 of the National Minimum Care Standards for Children’s Homes or Safeguarding Children and Safer Recruitment in Education as appropriate. The Provider will ensure that there is a satisfactory recruitment process recorded in writing for all employees.
   7. The Provider shall make all reasonable arrangements to ensure the annual review of all driving licences, insurance and where appropriate MOT certificates, are current, insurance includes business use and that the member of staff has not received sufficient penalty points to be barred from driving or received a court judgement that bars them from driving.
2. **MANAGEMENT SYSTEMS**
   1. **Control & Discipline** 
      1. The Provider will have and make available its written policies on control and discipline. This will make explicit what are permitted and what are prohibited measures within the Provider, including restrictive physical intervention and physical contact. Staff will be fully aware of these policies and how to apply them in practice.
      2. Any such policy shall be compatible with the Provider’s stated philosophy and, in the case of residential provision, the Statement of Purpose as required by the National Minimum Care Standards for Residential Special Schools and Children’s Homes and Child care model, as well as the Children Act 2004: Guidelines and Regulations.
   2. **Absence of Head-teacher**
      1. The Provider will inform the Placing Authority in writing four weeks in advance of any planned absence of more than four weeks duration of the Head-teacher or equivalent service lead where this is not part of normal leave arrangements. The arrangements for running the provision which will apply during such absence and those which will apply on the Head-teacher’s return will ensure that the quality of education or education and care is not adversely affected.
3. **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.
4. **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.
5. **TRANSPORT**
   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 Provide 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.
   4. The table below outlines responsibility for meeting transport costs:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Day to day medical apporintments | Activities related to curriculum | Extra curricular activities |
| Day placement | Parent | Provider | Parent |
| 38 Week placement | Provider | Provider See contract clause: Voluntary Contributions or Learner’s Contributions | Provider |
| 52 Week placement | Provider | Provider | Provider |
| Post 16 Day placement | Parent | Provider | Parent |
| Post 16 Residential placement | Provider | Provider | Provider |
| Blended offer | As agreed at point of placement | As agreed at point of placement | As agreed at point of placement |

* 1. Any exceptions regarding payment for transport will be agreed by the Placing Authority and outlined in the Individual Placement Agreement (IPA).

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

## SECTION B: DEFINITIONS OF GENERAL OUTCOMES

1. **BASIC NEEDS**
   1. ***Safety:*** *Learners are safe and protected, and moreover feel safe.*

Learners are not only objectively safe (the risk of significant harm has been removed or considerably reduced) but also feel secure and protected within trusted relationships where others are acting in Learners’ best interests and listening to them. Being safe is a positive state of being, not just the absence of harm and neglect. Therefore, Learners also need to be helped to develop the knowledge and skills that will enable them to adopt safe practices in situations at home, at college or in the community.

* 1. ***Health:*** Learners *experience the highest attainable standards of physical and mental health.*

Physical health and wellbeing: Learnersneed to have access to suitable healthcare, and support in learning to make healthy and safe choices. They need to have access to a range of activities in the community, be supported to maintain good physical health and have a range of appropriate options for how to spend their leisure time.

Mental health and wellbeing: Achieving good mental health for Learnersincorporates ensuring appropriate treatment for psychological distress and psychiatric disorder, as well as support to address broader wellbeing issues relating to anxiety and sense of identity.

1. **PERSONAL RESOURCES**
   1. **Resilience**: Learnershave the ability to deal with life’s difficulties.

When things go wrong in life, resilience is the personal resource which enables people to get back normal. It involves being able to process and cope with failure and disappointment, and feel a sense of optimism about the future.

* 1. **Self-esteem**: Learnersfeel good about themselves.

Self-esteem is an internal sense of competence and worth. It involves both self-confidence (having confidence in one’s abilities) and self-worth (knowing you are intrinsically valuable as a person). When self-esteem is experienced, Learnerswill place value on their opinions and ideas and will be generally positive about their personality and abilities. Self-esteem can be especially difficult for Learnersto maintain during transitions and may experience a dip before returning to normal levels – requiring dialogue between Commissioners and the Provider.

* 1. **Emotional intelligence**: Learnersunderstand their own emotions and the emotions of others.

Emotional intelligence has four broadly defined parts: self-awareness (recognising and understanding one’s own emotions), managing emotions (self-regulation), empathy (recognising and understanding the feelings of others) and social skills (relationships and managing the emotions of others).

1. **FUNCTIONING**
   1. **Control**: Learnershave sufficient control over their own lives.

Experiencing control involves feelings of choice and authenticity about your thoughts and behaviours, a growing sense of independence, and an increasing ability to make good decisions. In early childhood Learners may lack the ability to make informed decisions on their own behalf and decisions are made for them with concern for their best interests. But this ability grows quickly and the **ethical challenge for caregiving adults is being able to identify when a concern for** Learners **welfare needs to start giving way to a respect for their choices**. When learners experience control, they will feel their choices are respected by adults and others. As they reach young adulthood, they will feel they have freedom to choose to do things they enjoy and to make decisions about how they live their life based on their values.

* 1. **Relationships**: Learnersbuild and sustain supportive, healthy relationships with family, friends, peers and others.

Having healthy relationships with other people is a recognised psychological need. Learnersshould experience knowing that people care about them, and feeling close to others. They need to be supported to develop skills to interact with other people, form friendships and sustain good relationships with family/carers and others.

* 1. **Achievement**: Learnersare growing in their learning and in the development of their skills.

Experiencing achievement involves being able to learn, develop and put skills into practice in order to have a meaningful impact on the world. Learnersshould feel accomplishment from what they do and able to make use of their abilities.

1. **PREPARATION FOR ADULTHOOD**
   1. **Participation**

Learnerswill be able to participate fully: making contributions to and receiving support from society, their environment and the local economy. This may involve volunteering, work experience or paid work outside of the education or care setting. Young people who have the capacity to enter paid employment will be supported by the Provider to achieve that outcome, including high quality careers guidance and meaningful work experience

* 1. **Independence**

Learnerswill be able to maximise their independence and self-determination in their living conditions and engagement with the wider community. They are supported to develop their independence while protecting themselves from being in unsafe situations or with unsafe people. Independence is promoted and planned in accordance with the needs and maturity of each Learner.

* 1. **Inclusion**

Learnerswill be fully included in the community: both the local community, and communities of interest relating to their skills, aspirations and hobbies. They will be supported to challenge and overcome barriers to opportunity and participation.

* 1. **Wellbeing**

Learnerswill have wellbeing: experiencing health, happiness and satisfaction, and functioning well. If the eight core outcomes are being achieved then feelings of wellbeing are highly likely, as described in the dynamic model of wellbeing.

1. **COMMUNITY OUTCOMES TO WHICH THE PROVIDER WILL CONTRIBUTE** 
   1. **Strong local economy**

A strong local business sector with high levels of staff retention in jobs, low levels of wasted resources in supply and production systems and robust connections between small enterprise and big business. Local people are supported to become financially strong individuals in terms of income-to-cost-of-living ratios and being able to have savings. Policies and practices will be environmentally friendly and support sustainability.

* 1. **Inclusive and supportive community**

A local community in which all people feel valued, respected and can experience belonging. People are given equal access and opportunity, and are supported to identify and develop their skills, abilities, gifts and talents, as well as to build and sustain friendships.

* 1. **Safe and healthy environment**

A physical environment which promotes good physical health, for example through green spaces, air quality, and opportunities to be active. Crime is low, and people feel safe and know how to protect themselves from harm.

**SECTION C: APPENDICES**

**APPENDIX 1: NORTH WEST PERFORMANCE MONITORING AND OUTCOMES FRAMEWORK**

The North West Performance Monitoring and Outcomes Framework consists of:

* APPENDIX 1A: Outcomes Framework
* APPENDIX 1B: Independent Educational Provision – Clinical Quality Visit
* APPENDIX 1C: Independent Educational Provision – Health Quality Self Assessment Tool
* APPENDIX 1D: Establishment Monitoring Template
* APPENDIX 1E: Individual Learner Monitoring Template

# APPENDIX 1A: Outcomes Framework

# Image result for google images nhs logoAPPENDIX 1B: Independent Educational Provision – Clinical Quality Visit

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Independent Educational Provision – Clinical Quality Visit** | | | | |
| **Date of Visit:** | **Time:** | **Provider:** | | **Speciality/Area:** |
| **Health Professional Attendees and Designation:** | | | | |
| **Background and Context:** | | | | |
| **Summary of Visit** | | | | |
| **Seven Pillars of Clinical Governance** | | | | |
| 1. **Effectiveness and Evidence** | | | **Evidence** | **Recommendations** |
| * + - * Consent evidenced       * Care delivered in accordance with legislation, professional standards and evidence-based guidance * Care plan in place * Evidence-based care pathways in place * Business continuity * CPD evidence * Review processes * Outcome monitoring * Audits and record keeping * Preparation for adulthood with focus on establishing functional skills * Reintegration into mainstream provision | | |  |  |
| 1. **Staffing & Staff Management** | | | **Evidence** | **Recommendations** |
| * Evidence of leadership and governance framework * Staff structure * Rotas * Retention and recruitment * Use of bank/agency staffing * Staffing skills/expertise/skills mix * Revalidation and re-registration monitoring and support in place * PDR & links to supervision * Access to training – mandatory & clinical * Clinical support network eg. second opinions, low-incidence, high needs cases * Clinical supervision – links to/from NHS providers * Autonomy of working/professional autonomy * Complaints/Grievance procedures * Evidence of kindness, dignity, respect and compassion | | |  |  |
| **3. Education Training and Development** | | | **Evidence** | **Recommendations** |
| * Mandatory training programme in place re basic skills and knowledge (in addition to risk and information) * School vision prioritises meeting clinical needs * Training Need Analysis in place and linked to clinical training programme * Records and governance for training * Attendance at local, national and professional body events * Development of in-house learning opportunities eg. shadowing, mentoring and coaching of clinical skills * Caseloads allocated according to staff clinical expertise * Evidence of training completed within CPD/PDR documentation * Evidence of staff development following training | | |  |  |
| 1. **Service User, Career and Public Involvement** | | | **Evidence** | **Recommendations** |
| * Voice of the child or young person is evident throughout the patient centred planning processes * Alternative communications noted * Evidence of how professionals engage in MDT planning from policy and strategy developments to operational joint approaches (ie integrated care pathways) * Evidence of how the Principles of Co-Production are applied across all systems and processes (NHSE ladder of participation) * Evidence of how the setting responds to service user feedback * Evidence of “you said” “we did” * Evidence of engagement and participation for children, families and professionals * How do clinical staff contribute to national initiatives ie NHS Survey? * Quality Audits or evaluation reports | | |  |  |
| **5 Use of Information** | | | **Evidence** | **Recommendations** |
| * Incidents/SUIs/evidence of lessons learned * Infection Control * Learning/communication/monitoring   governance   * Duty of Candour * Incident reporting * Continuity plans * Mandatory training specifically re information * Health and safety policies and procedures * Identification and reporting of hazards and open attitude to innovative solutions * Equality analysis of any policies and procedures | | |  |  |
| 1. **Audit** | | | **Evidence** | **Recommendations** |
| Audit of clinical records in place including:   * Consents * Outcomes * Person Centred Planning * CYP voice * Focus on PFA * Timeliness   Programme of clinical audit including   * Assessments * Care Pathways * Discharges | | |  |  |
| 1. **Risk Management** | | | **Evidence** | **Recommendations** |
| * Mandatory training specific to risk * Compliance with local safeguarding processes * Safe recruitment * Clinical/incident/accident management * Risk assessments (includes environment, behavioural, physical) * Medicines management (includes safe storage   and administration)   * School safety policy (includes first aid, fire evacuation, lock down, external activities) * Appropriate governance arrangements | | |  |  |
| **Actions** | | | **By when** | **Person responsible** |
| To share the report with provider for accuracy | | |  |  |
| Provider to review report and return | | |  |  |
| Report to be shared with stakeholders | | |  |  |

**APPENDIX 1C: Independent Educational Provision – Health Quality Self Assessment Tool**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Independent Educational Provision – Health Quality Self-Assessment Tool** | | | | | | |
| **Date of Self-Assessment:** | **Provider:** | | | | **Speciality/Area:** | |
| **Self-Assessment Completed By:** | | | | | | |
| **Setting Background and Current Context:** | | | | | | |
| **Summary of Self-Assessment:**  **(Please list key points)** | | | | | | |
| **Seven Pillars of Clinical Governance** | | | | | | |
| * + - 1. **Effectiveness and Evidence** | | | **Evidence** | | **Recommendations** | |
| * + - * Care delivered in accordance with legislation, professional standards and evidence-based guidance * Health care plans in place, if necessary * Clinical outcome monitoring in evidence | | |  | |  | |
| * + - 1. **Staffing & Staff Management** | | | **Evidence** | | **Recommendations** | |
| * Evidence of leadership and governance framework * Qualified and registered staff * Clinical supervision/Clinical Support | | |  | |  | |
| * + - 1. **Education Training and Development** | | | **Evidence** | | **Recommendations** | |
| * Mandatory training programme in place that meet professional status NQP competencies * Clinical training programme * Evidence of training completed within CPD/PDR documentation | | |  | |  | |
| * + - 1. **Service User, Career and Public Involvement** | | | **Evidence** | | **Recommendations** | |
| * Voice of the child or young person is evident * Evidence of how professionals engage * Evidence of co-production | | |  | |  | |
| * + - 1. **Use of Information** | | | **Evidence** | | **Recommendations** | |
| * Incidents/Serious Untoward Incidents (SUIs)/ evidence of lessons learned * Duty of Candour * Health and safety policies and procedures | | |  | |  | |
| * + - 1. **Audit** | | | **Evidence** | | **Recommendations** | |
| Audit of clinical records in place including:   * Consents * Outcomes * Person Centred Planning * CYP voice * Focus on PFA * Timeliness   Programme of clinical audit including   * Assessments * Care Pathways * Discharges | | |  | |  | |
| * + - 1. **Risk Management** | | | **Evidence** | | **Recommendations** | |
| * Compliance with local safeguarding processes * Risk assessments (includes environment, behavioural, physical) * Medicines management (includes safe storage   and administration)   * Appropriate governance arrangements | | |  | |  | |
| **Actions** | | | **By when** | | **Person responsible** | |
| Provider to review completed self-assessment tool | | |  | |  | |
| Provider to share self-assessment with stakeholders | | |  | |  | |
| LA Lead to acknowledge receipt | | |  | |  | |

v2 3.4.20

**APPENDIX 1D: Proposed draft** **Establishment Monitoring Template**

|  |  |
| --- | --- |
| **Local Authority Completing Visit:** |  |
| **Organisation** |  |
| **Name of school / provision** |  |
| **Date of Visit** |  |
| **Date of Last Visit** |  |
| **Officer(s) completing visit** |  |

|  |  |
| --- | --- |
| **This monitoring visit will assess the following themes.**  **PLEASE DO NOT COMPLETE OR SUPPLY EVIDENCE FOR ANY THEMES OTHER THAN THOSE INDICATED** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Pre-Visit Activity**  **Generic Documentation Checks:**  All policies should contain a clearly identified date of production and review/refresh date   |  |  |  | | --- | --- | --- | | Policy/Documentation | \* if requested from Provider | Provider to tick if attached | | Latest Ofsted Report |  |  | | Latest Self Assessment |  |  | | Latest Action Plan |  |  | | Prospectus |  |  | | Cost Information |  |  | | Statement of Purpose |  |  | | Staffing list including qualifications |  |  | | Training matrix including CPD |  |  | | Newly qualified teacher support |  |  | | Any information sharing protocols – Issue and nature of these |  |  | | Safeguarding Policy |  |  | | Medication Policy |  |  | | Missing Policy |  |  | | Children’s Guide |  |  | | Young Persons Internet Policy |  |  | | Behaviour management Policy |  |  | | Complaints Policy |  |  | | Anti-Bullying Policy |  |  | | Staff wellbeing Policy |  |  | | Attendance Data |  |  | | Audited accounts |  |  | | Policy/Documentation | Tick if requested from Provider | Provider to tick if attached | | Section 175/157 Safeguarding Audit |  |  | | September guarantee |  |  | | Activity survey |  |  | | Destination measures |  |  | | Invoice & Finance Info |  |  |   **Consultation with key stakeholders:**   * Local Authority Designated Officer * Virtual school / SEN team * Independent Reviewing Officers as appropriate * Social Worker as appropriate * Young Persons Views * Other placing LAs * Police/Missing Co-ordinator * Education Welfare Officer * Parent/Carer views   **Documentation to be reviewed on site**   * Supervision and appraisal matrix * Team Meeting minutes * Training matrix |  |  |

## Theme 1: Ofsted reports and continual improvement

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **1.1** | The response to the last inspection report *linked to pre-check results* |  |  |  |  |
| **1.2** | Impact on practice of last Ofsted |  |  |  |  |
| **1.3** | The direction of travel in Ofsted performance |  |  |  |  |
| **1.4** | Comment on latest School Self Assessment |  |  |  |  |
| **1.5** | Progress towards achieving latest Action Plan |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

## Theme 2: Staffing

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **2.1** | Recruitment strategy |  |  |  |  |
| **2.2** | Safer recruitment 2 sample checks to confirm adherence with policy |  |  |  |  |
| **2.3** | Staff meetings |  |  |  |  |
| **2.4** | Training |  |  |  |  |
| **2.5** | DBS checks of staff |  |  |  |  |
| **2.6** | Use of substitute staff |  |  |  |  |
| **2.7** | Turnover of staff |  |  |  |  |
| **2.8** | Documentation for staff transporting young people |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Theme 3: Health and safety

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **3.1** | An induction process which includes health and safety | |  |  |  |  |
| **3.2** | Fire safety and Fire Risk Assessment details, | |  |  |  |  |
| **3.3** | PAT testing | |  |  |  |  |
| **3.4** | Gas safety and certification | |  |  |  |  |
| **3.5** | First aid | |  |  |  |  |
| **3.6** | Medication storage | |  |  |  |  |
| **3.7** | Accident records and actions | |  |  |  |  |
| **3.8** | Health & Safety Monitoring arrangements/checklist inc environmental risk assessments | |  |  |  |  |
|  |  | |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | | |
|  |  |  | |  |  |  |

### Theme 4: Safeguarding

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **4.1** | Accessibility of policies and integration into working practice. | |  |  |  |  |
| **4.2** | Safeguarding training (including focus on who delivers and suitability) | |  |  |  |  |
| **4.3** | Risk Assessments | |  |  |  |  |
| **4.4** | Whistleblowing procedures | |  |  |  |  |
| **4.5** | Anti bullying policy and activity | |  |  |  |  |
| **4.6** | Staff subject to allegations | |  |  |  |  |
| **4.7** | LADO allegations | |  |  |  |  |
| **4.8** | Notifiable events and investigations / outcomes | |  |  |  |  |
| **4.9** | Missing from school events and outcomes | |  |  |  |  |
| **4.10** | Incident reports (*cross check to missing from school and intervention logs*) | |  |  |  |  |
| **4.11** | Signing in and security of the building | |  |  |  |  |
| **4.12** | GDPR/Data protection – encryption of emails/security of data | |  |  |  |  |
| **4.13** | Keeping young people safe from Sexual Exploitation and Criminal Exploitation | |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | | |
|  |  |  | |  |  |  |
|  |  |  | |  |  |  |

### Theme 5: Behaviour management

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **5.1** | Managerial oversight of control measures , physical intervention forms reports to confirm staff are following policy of the organisation, sanction log, | |  |  |  |  |
| **5.2** | YP comments following restraint/sanctions/missing episodes | |  |  |  |  |
|  |  | |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | | |
|  |  |  | |  |  |  |
|  |  |  | |  |  |  |

Theme 6: Education

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **6.1** | Learners meet the targets set in relation to their starting points and make at least satisfactory progress |  |  |  |  |
| **6.2** | Learners are gaining knowledge, skills and understanding at a satisfactory rate across all aspects of the course |  |  |  |  |
| **6.3** | Analysis of assessment data enables clear indications of: how well the provider is doing in relation to its targets how effective it is in identifying specific groups of learners’ needs |  |  |  |  |
| **6.4** | Progress reports show modifications, if necessary, to learners’ requirements |  |  |  |  |
| **6.5** | Exclusion rates are in line with national averages and are comparable with similar settings |  |  |  |  |
| **6.6** | Lessons/sessions have clear and appropriate learning outcomes |  |  |  |  |
| **6.7** | Regular and thorough assessment and review of progress takes place. |  |  |  |  |
| **6.8** | Resources are used effectively to support a variety of teaching and learning styles. |  |  |  |  |
| **6.9** | There are productive working relationships between staff and learners leading to effective feedback and positive learning outcomes. |  |  |  |  |
| **6.10** | Learners achievements both academically and pastorally are celebrated accordingly. |  |  |  |  |
| **6.11** | Learners understand the importance of attendance, punctuality and classroom and workshop behaviour and comply appropriately. |  |  |  |  |
| **6.12** | Personal Education Plans and Educational, Health and Care Plans are completed in line with required timescales and to a high standard. |  |  |  |  |
|  |  |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### Theme 7: Participation and consultation

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **7.1** | Effectiveness of process for participation and consultation |  |  |  |  |
| **7.2** | Participation and consultation leads to change in practice |  |  |  |  |
| **7.3** | Young people are supported to become more independent |  |  |  |  |
| **7.4** | Support delivered prior to EHCP reviews / meetings |  |  |  |  |
| **7.5** | Complaints log and appropriate , timely outcomes including feedback to young person |  |  |  |  |
| **7.6** | Pastoral Support |  |  |  |  |
| **7.7** | YP involvement in personalisation of their environment/recruitment process of staff |  |  |  |  |
| **7.8** | School council |  |  |  |  |
| **7.9** | Details of money management/budgeting skills support |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Theme 8: Positive feedback and successes

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **8.1** | Successes identified in *pre-visit checks* | |  |  |  |  |
| **8.2** | Celebration of YP achievements/positive feedback | |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | | |
|  |  |  | |  |  |  |
|  |  |  | |  |  |  |

### Theme 9: Healthy living

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **9.1** | Promotion of healthy eating options |  |  |  |  |
| **9.2** | Smoking cessation activity |  |  |  |  |
| **9.3** | Sexual health support |  |  |  |  |
| **9.4** | Substance misuses support |  |  |  |  |
| **9.5** | Mental Health |  |  |  |  |
| **9.6** | Personal Hygiene |  |  |  |  |
| **9.7** | If any Therapy is delivered how is this clinically supervised / supported and how are the outcomes / impact measured, i.e. its success rate and how is this feedback to/shared with placing authority |  |  |  |  |
| **9.8** | Records relating to medication (prescribed and non prescribed) including management of meds/consent |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### Theme 10: Young people’s finances

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **10.1** | Any specific incentives |  |  |  |  |
| **10.2** | Plans for school trips/residentials |  |  |  |  |
| **10.3** | Extracurricular Activities YP are engaged in |  |  |  |  |
| **10.4** | Budget for the provision |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |

### Theme 11: Quality of environment / fabric of building

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **11.1** | Current expenditure plans |  |  |  |  |
| **11.2** | Is the provision owned, rented , leased |  |  |  |  |
| **11.3** | Planning permission |  |  |  |  |
| **11.4** | How are repairs managed – any outstanding repairs currently |  |  |  |  |
| **11.5** | Repairs – carried out by whom |  |  |  |  |
| **11.6** | Security around the provision |  |  |  |  |
| **11.7** | How well maintained is the establishment? |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |

### Theme 12: Careers Guidance and Post-16 Destinations

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Ref** | **Item** | **Self Assessment / Evidence** | **Assessors Validation** | **RAG Rating** | **Comments / Further Actions** |
| **12.1** | Embedded programme of career education and guidance that is known and understood by pupils, parents, teachers and employers, that is regularly evaluated and available on the school website. |  |  |  |  |
| **12.2** | Staff, pupils and their parents/carers, have access to good quality information about future study options and labour markets opportunities. |  |  |  |  |
| **12.3** | IAG supports young people and families to have high aspirations about future study options, employment, independent living and community participation |  |  |  |  |
| **12.4** | Opportunities for advice and support are tailored to the needs of each pupil. |  |  |  |  |
| **12.5** | Actively seek partnerships with employment services, businesses, housing agencies, disability organisations and arts and sports groups |  |  |  |  |
| **12.6** | Retain systematic records of the individual advice given to each pupil, and subsequent agreed decisions, and maintain accurate data for each pupil on their education, training or employment destinations |  |  |  |  |
| **ANY ADDITIONAL LA/PROVIDER SPECIFIC STANDARDS WHICH ARE TO BE ASSESSED WILL BE LISTED BELOW** | | | | | |
|  |  |  |  |  |  |

**APPENDIX 1E: Proposed draft** **Individual Learner Monitoring Template**



# APPENDIX 2: CORE COST SPECIFICATION

The Standard weekly price shall include all services as detailed in this Core Cost

Specification having paid due regard to the full requirements of the Conditions

of Contract and Service Specification.

|  |
| --- |
| **Pre 16 - 52 week** | **Pre 16 - 38 week** | **Pre 16 - Day** | **Post 16 Day** | **Post 16**  **Residential** |
| 1. **Care and accommodation** |  |  |  |  |  |
| **General**   * All direct and indirect staffing costs * Assist in the implementation and review of the Education Health and Care Plan, Care Plan/Pathway Plan, Placement Plan, Health Plan and PEP. | X | X | X | X | X |
| **Accommodation**   * Fully furnished accommodation (inclusive of all property costs and repairs), including insurance | X | X |  |  | X |
| **Care**   * Safe care that meets the Learner’s needs. * Food (all meals and snacks as appropriate to the placement type) * Access to independent advocacy services (but excluding specific advocacy arrangements for an individual Child/Young Person) | X | X |  |  | X |
| 1. **Toiletries and cosmetics** |  |  |  |  |  |
| * All toiletries, including reasonably priced skin and hair care products which are culturally appropriate. * The cost of a regular haircut. | X | X |  |  | X |
| 1. **Pocket money, birthday & festival gifts to Learners** |  |  |  |  |  |
| All such payments are to be included and agreed to at the time of placement or at subsequent IPA review meetings. All such payments shall not be less than the Placing Authority’s recommended amounts. | X | X |  |  | X |
| 1. **Savings for a child/young person** |  |  |  |  |  |
| Allocate a weekly savings allowance for the Learner in accordance with the Placing Authority’s agreed savings protocol for Learners in care. This agreement will be made at the point of placement and reviewed as the placement progresses during the Learner’s care review. | X | X |  |  | X |
| 1. **Health Care** |  |  |  |  |  |
| Support the Learner’s emotional and mental health and wellbeing, as well as their physical ‘well-being’ in line the provision detailed in the Education, Health and Care Plan. | X | X | X | X | X |
| Support the Learner in attending health care appointments and statutory medical examinations. | X | X |  |  | X |
| 1. **Glasses and contact lenses** |  |  |  |  |  |
| Provision of glasses and contact lenses if required, including replacement in the event of accidental damage or loss. | X | X |  |  | X |
| 1. **Basic clothing and school uniforms for Learners (summer and winter)** |  |  |  |  |  |
| Supply, as standard, clothing and replacement clothing | X | X |  |  | X |
| Provide school uniform and curriculum related clothing | X | X | X | X | X |
| Provide sports activity clothing. | X | X | X | X | X |
| Any replacement clothing requirements, e.g. unusual sizes or for Learners with disabilities. | X | X |  |  | X |
| Exceptional expenses e.g. change of school requiring new school uniform will be negotiated between Placing Authority and Provider where the child arrives with little or no clothing. | X | X |  |  | X |
| 1. **Education / schooling** |  |  |  |  |  |
| Full time education, which is suitable for the age, ability, aptitude or SEN of the child or young person and deliver the provision specified in Section F of the EHC Plan. including activities related to the curriculum | X | X | X | X | X |
| 1. **Extracurricular activities** |  |  |  |  |  |
| **52 week boarder** - Education support costs associated with homework assignments and extracurricular activities whilst under the care of the school. | X |  |  |  | X |
| **Termly boarder -** Education support costs associated with homework assignments and extracurricular activities whilst under the care of the school. |  | X |  |  | X |
| **Weekly boarder\* -** Education support costs associated with homework assignments and extracurricular activities whilst under the care of the school.  \**this applies only for the duration of the school-based placement – i.e. when the child is physically at the school* |  | X |  |  |  |
| 1. **Equipment and resources** |  |  |  |  |  |
| Resources and equipment, within reason, to support the child/young person develop their talents. | X | X | X | X | X |
| Individual sports or hobby equipment, within reason, along with schoolbooks and other equipment. | X | X | X | X | X |
| Equipment to access the curriculum including technical aids that is generally available and suitable for the designated needs of Children/Young People expected to attend the Establishment | X | X | X | X | X |
| Resources relating to religious needs. | X | X | X | X | X |
| During the educational day, all learners shall have access to a computer. It shall be connected to the internet and be appropriately safeguarded. | X | X | X | X | X |
| 1. **Preparation for independence** |  |  |  |  |  |
| Provide support to the Learner to prepare for adulthood / independent living, in accordance with their Pathway Plan, working alongside other organisations to support the personal development of the Learner. Activities should include: | X | X | X | X | X |
| Teaching and supporting the Learner to develop their life skills and ability; | X | X | X | X | X |
| Assisting the Learner to manage their finances appropriately; | X | X | X | X | X |
| Providing assistance to the Learner in looking for suitable jobs, further training and education; | X | X | X | X | X |
| Setting up bank accounts; | X | X |  |  | X |
| Work with local (where the young person resides) college and training providers, in line with the Learners EHC Plan and appropriate reviews of the plan. | X | X | X | X | X |
| 1. **Transport** |  |  |  |  |  |
| The Provider is expected to fund day-to-day transport (in accordance with the Road Traffic Act) for Learners up to 200 miles per week or up to 800 miles within a 4 week period, unless the Placing Authority agrees otherwise.  This includes the cost of vehicles, vehicles maintenance, fuel and insurance. | X | X | X | X | X |
| The Provider is expected to fund and organise home to school transport for Learners, up to 200 miles per week or up to 800 miles within a 4 week period. Any additional mileage above this is to be agreed with the placing Authority. | X |  |  |  | X |
| Transport to and from college, for training courses, apprenticeships and/or work.  This includes young people moving on from your service and the associated work with local college and training providers. | X | X | X | X | X |
| Staff travel costs and time accompanying Learners to professional appointments, attending meetings, reviews and contacts visits of the accommodation. Additional miles to be charged at agreed Placing Authority rate and formalised via the IPA | X | X | X | X | X |
| Staff travel costs and time accompanying Learners to court appointments, including escort costs of the accommodation. Additional miles to be charged at agreed local authority rate and formalised via the IPA | X | X |  |  | X |
| Staff travel costs and time collecting and returning the Learner in the event of a missing from service/accommodation (absconding) incident of the accommodation. Additional miles to be charged at agreed local authority rate and formalised via the IPA | X | X |  |  | X |
| Fund and organise transport to health appointments for Learners. Any additional mileage above this is to be agreed with the placing Authority. | X | X |  |  | X |
| 1. **Leisure activities and holidays for Learners** |  |  |  |  |  |
| * Any leisure outings will be included within the standard price * Access to, and use of, leisure activities during non-school hours and at weekends including travel costs where these are off-site * Reasonable holiday expenses within any twelve-month period for the Learners in care will be included within the standard price. * It is expected that Learners will have holidays and short-term break arrangements. These activities should include adventure holidays, and other types of club activities that would provide entertainment, education, fun and adventure. * Where additional holidays, such as school activity holidays, are requested for the learner, a written application can be made to the Placing Authority. The Placing Authority will consider making additional funding available to fund such trips, but each application will be dealt with on an individual basis. | X | X |  |  | X |
| 1. **Contact** |  |  |  |  |  |
| * Facilitate ‘contact’ with siblings, parents / carers and relatives as specified in the Learner’s contact arrangements, following a risk assessment and agreement from the Placing Authority. * The Provider is expected to fund and organise transport to ‘contact’ appointments within a 20 mile radius. | X | X |  |  | X |
| 1. **Telephone calls** |  |  |  |  |  |
| * Calls to family members, significant others (agreed with the Placing Authority) and/or the Placing Authority are to be included. Similarly, a small allowance for telephone calls to other friends is to be included in the cost of care. * The cost of owning and operating a mobile phone are excluded and can be funded from any pocket money allowance, if the Care Plan states this to be appropriate. | X | X |  |  | X |
| 1. **Initial & on-going assessment of need** |  |  |  |  |  |
| * Assessment of the Learner’s needs at the beginning of, and throughout, the placement. * Monitoring as defined within the service specification * Written progress reports and assessments on individual Learners for planning, child protection and review meetings. * Attendance at the Learner’s care review meetings. * End of placement final progress report and how met outcomes against the Learner’s plans | X | X | X | X | X |

**APPENDIX 3: COMMUNICATION**

In order to maintain effective working partnerships between the Placing Authority and the Provider (and the relevant Establishments), it is important that timely communication is received about all relevant matters, and that it is directed to the correct people within the Provider (and the relevant Establishments) and the Placing Authority.

The following 2 tables must be completed by the Parties and both tables shall be updated at least once a year. Nothing withstanding this general obligation to update the tables, updates shall also be sent by either Party as and when there are changes to key personnel.

**The Establishment:**

|  |  |  |
| --- | --- | --- |
| **Matters relating to** | **Communication sent to** | **Contact email address** |
| An individual Learner – education |  |  |
| An individual Learner – care |  |  |
| Safeguarding |  |  |
| Finance |  |  |
| Agreement or Call-Off Contract terms and conditions |  |  |
| Organisation issues |  |  |
| Complaints |  |  |

**The Placing Authority:**

|  |  |  |
| --- | --- | --- |
| **Matters relating to** | **Communication sent to all listed** | **Contact email address** |
| Individual Learner & IPA |  |  |
| Agreement or Call-Off Contract terms & conditions |  |  |
| Changes to (including absences) the senior management team, service changes and matters of a serious nature (including safeguarding) |  |  |
| Allegations regarding members of Staff |  |  |
| CSE/Radicalisation/PREVENT |  |  |
| Outcome of Ofsted inspections, DfE notices, change to Ofsted and/or DfE status |  |  |
| Fees relating to a Placement |  |  |
| Queries related to invoicing and Purchase Orders |  |  |
| Proposals regarding changes to fees/fee structures at an Establishment |  |  |

**The following pages (68 – 207) are only**

**applicable to those interested in bidding**

**for LOT 2 and LOT 3.**

**38 week and 52 week Education with Residential.**

**APPENDIX 4: CHILDREN AND YOUNG PEOPLE’S RESIDENTIAL PLACEMENTS FLEXIBLE PROCUREMENT SYSTEM CONTRACT**

(Correct at 18 August 2020)

**A FLEXIBLE PURCHASING SYSTEM AGREEMENT**

**For**

**Children and Young People’s Residential Placements**

**Trafford Borough Council**

**And**

**Provider**