

Staffordshire County Council

Early Education and Childcare

Early Education Funding Provider Agreement:
January 2020 - August 2021



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This Early Education and Childcare Provider Agreement 2020-2021 is between:

- (1) Staffordshire County Council of 1 Staffordshire Place, Tipping Street, Stafford, ST16 2LP (the "Council").
- (2) Early Years Childcare Providers that provide childcare in the county of Staffordshire and are Ofsted registered /approved in England ("Providers", "Provider").

Overview

1. It is important that Providers who are eligible to receive funding understand their responsibilities under this Provider Agreement (referred to throughout as "the Agreement"). It is based on the current law and statutory guidance issued by the Department for Education (DfE).
2. This Agreement covers funded places for two, three- and four-year olds (known as **Early Education Funding**) and additional aspects of funding. It is important to note the following elements of funding:
 - 2.1 Universal based entitlement: All three and four year olds are entitled to a maximum of 15 funded hours per week over 38 weeks or 570 hours per year as a 'stretched' offer.
 - 2.2 Criteria based funding (family or household eligibility):
 - 2.2.1 Funding for two year olds - known as Think2 in Staffordshire- a maximum of 15 funded hours per week over 38 weeks or 570 hours per year as a 'stretched' offer.
 - 2.2.2 Early Years Pupil Premium - additional funding for three and four year olds who are accessing the universal 15 hours.
 - 2.2.3 Extended funding for three and four year olds: In addition to the 15 hour universal entitlement, eligible families could receive a maximum of 15 extra hours per week over 38 weeks totalling 30 hours per week, or 1140 hours per year as a 'stretched' offer.
3. This Agreement is applicable to the following Provider types:
 - 3.1 Day nurseries (including outdoor),
 - 3.2 Pre-schools and Creche,
 - 3.3 Wraparound / Integrated Care,
 - 3.4 Childminders and childminder agencies,
 - 3.5 Out of School Care/ Holiday Clubs (on the EY register).
 - 3.6 Owners of the aforementioned.

It therefore covers a variety of ownerships such as the local authority, private and limited companies, voluntary/ charity, governor, academy, free school and independent sectors.

4. The EYFS sets the standards that all 'early years providers must meet to ensure that children learn and develop well and are kept healthy and safe. It promotes teaching and learning to ensure children's school readiness' and gives children the broad range of knowledge and skills that provide the right foundation for good future progress through school and life.¹

1: Definitions

1.1 In this Agreement the following words shall have the following meanings:

- "DAF"** means Disability Access Fund. Additional support for eligible children aged three- and four-years claiming Disability Living Allowance and claiming EEF: www.staffordshire.gov.uk/daf
- "Data Protection Legislation"** means the Data Protection 2018, the General Data Protection Regulations (EU 2016/679) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or re-enacted from time to time);
- "Default"** means any breach of the obligations (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of the Provider or Staff in connection with or in relation to the subject matter of this Agreement;
- "EEAC Team"** means Early Education and Childcare Team;
- "EEF"** means Early Education Funding <https://www.staffordshire.gov.uk/eef> (general term for funded places for two, three- and four-year olds).
- "EEF Team"** means Early Education Funding Team (Finance);

- 1 Statutory Framework for the Early Years Foundation Stage. Setting the standards for learning, development and care for children from birth to five.

"EYFS"	means Early Years Foundation Stage: https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2
"EYNFF"	means Early Years National Funding Formula; https://www.gov.uk/government/publications/early-years-national-funding-formula-allocations-and-guidance
"EYPP"	means Early Years Pupil Premium; https://www.staffordshire.gov.uk/eypp
"EY Portal"	means the system the Provider submits EEF claims through;
"FOIA"	means the Freedom of Information Act 2000;
"LAC"	means Looked After Children;
"Parent"	means parents, lone parent, guardians, carers and "Parents" shall be construed accordingly;
"Prevent"	Protecting Children from the threat of radicalisation and terrorism; https://www.gov.uk/government/publications/protecting-children-from-radicalisation-the-prevent-duty
"Relevant Legislation"	includes the following legislation: Early Education and Childcare Statutory guidance for Local Authorities 2018; Childcare Act 2006; Childcare Act 2016; Equality Act 2010; School admissions code 2014; Statutory Framework for the early years foundation stage 2017; Local Authority (Duty to Secure Early Years Provision Free of Charge) - Regulations 2014; The Childcare (Early Years Provisions Free of Charge) (Extended - Entitlement) Regulations 2016; and Special Educational Needs and Disability Code of Practice: 0-25 years 2015
"SSCB"	means Staffordshire Safeguarding Children's Board: (policies https://www.staffsscb.org.uk);
"SEND"	means Special Educational Needs and Disability;

“SEND Code of Practice”

means the Special Education Needs and Disability code of practice: 0 to 25 years currently available at <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>

“Staff”

means any staff, servants, employees, agents, sub-contractors and other persons working for the Provider including volunteers either paid or unpaid;

“Think2”

means two year old funded places in Staffordshire – <https://www.staffordshire.gov.uk/think2>

“Universal Entitlement”

means all three- and four-year olds are entitled to a maximum of 15 funded hours per week over 38 weeks or 570 hours per year as a 'stretched' offer;

“Working Together to Safeguard Children 2018 Guidance”

means the guidance for safeguarding and welfare currently is available at <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

***NOTE:** links on gov.uk are subject to change. Any revised documents that are no longer available in the above links could be downloaded from their main website: www.gov.uk

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 A reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;

1.2.2 Any reference to the words “include”, “includes” or “including” or any words to a similar effect shall be construed as if they were immediately followed by the words “without limitation”;

1.2.3 Any reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2: Term

- 2.1 The Agreement shall commence on the 1st January 2020 and shall expire on the 31st August 2021, unless it is extended by agreement in writing / Addendum by the Council.
- 2.2 The Provider must comply with all the terms set out in this Agreement in order to receive / continue receiving funding.
- 2.3 Failure to comply with the terms of this Agreement may result in funding being withheld or the termination of funding for the Provider.
- 2.4 If the Provider is an existing provider currently offering EEF, the Provider must complete, sign and return this entire Agreement. Should the Provider fail to return a signed Agreement, this will be interpreted that the Provider no longer supplies EEF and funding will be withheld or withdrawn permanently.
- 2.5 If the Provider is a new registration or registering for EEF, the Provider must complete, sign and return the entire Agreement with the other required documentation. Guidance and forms to apply for EEF can be found at: www.staffordshire.gov.uk/eefapp

3: Staffordshire County Council responsibilities and Agreement requirements.

- 3.1 The Council must secure an Early Education Funded place for eligible children in its area.
- 3.2 The Council (in conjunction with Entrust) will work in partnership with Providers and professionals to agree how to deliver early education funded entitlements.
- 3.3 The Council will be clear about their role and the support on offer to meet the needs of children with special educational needs and/ or disabilities (SEND) as well their expectations on Providers.
- 3.4 The Council shall contribute to the safeguarding and promote the welfare of children and young people in its area.

4: Provider Responsibilities

- 4.1 The Provider must comply with all relevant legislation and insurance requirements as outlined in the EYFS. The Provider must also contribute to safeguarding and promoting the welfare of children attending their provision as set out in Section 3 of the EYFS. The Provider should also refer to the government's "Working Together to Safeguard Children" document as outlined in clause 1.1 of this Agreement.
- 4.2 The Provider shall deliver the funded entitlements consistently to all Parents, whether in receipt of 15 or 30 hours and whether they do or do not opt to pay for optional services or consumables.
- 4.3 The Provider shall be clear and communicate to all Parents details about the days and times that funded places are offered along with other services and additional charges.
- 4.4 Those children accessing the funded entitlements shall receive the same quality and access to provision.
- 4.5 The Provider will discuss and work closely with Parents to agree how a child's overall care will work in practice when the EEF place is split across different Providers, this is to ensure a smooth transition for the child.
- 4.6 Providers with children accessing EEF will be expected to work in partnership with key partners, services and any other appropriate professionals relevant for the benefit of the child and family as set out in the Council's Attendance Policy. Information should be shared where appropriate and in accordance with the Data Protection Legislation.
- 4.7 Providers with Looked after Children (LAC) are required to ensure a Personal Education Plan (PEP) is in place by working in partnership with social workers, carers and Children's Health and Wellbeing Service. Information should be shared with the Virtual Headteacher as requested.
- 4.8 Providers will complete an Integrated 'Information Sharing' Review for two-year olds in their care. Providers will follow the steps set out in the published flowchart in the below link and pay attention to the section marked 'Final steps – where there is cause for concern'.
www.staffordshire.gov.uk/integratedreviews

5: Eligibility

- 5.1 It is the responsibility of the Provider to check original copies of documentation to confirm a child has reached the eligible age for a funded placement. The Provider can retain paper or digital copies of documentation to enable the Council to carry out audits and investigations.
- 5.2 Where the Provider retains a copy of documentation, this must be stored securely and destroyed when the record is no longer required. Providers must ensure Parents understand and sign the current Parent Declaration and Privacy Notice before EEF commences. The form is downloadable from: www.staffordshire.gov.uk/eefsupport
- 5.3 The dates for when a child can start a universal placement are as follows:
- Children who turn three years old in the period between 1st January and 31st March can start a funded placement at the beginning of term from 1st April or at any point after.
 - Children who turn three years old in the period between 1st April and 31st August can start a funded placement at the beginning of term from 1st September or at any point after.
 - Children who turn three years old in the period between 1st September and 31st December can start a funded placement at the beginning of term from 1st January or at any point after.

6: Think2

- 6.1 Eligible two-year olds can commence a funded place from the term after turning two years old as shown in the date period parameters in clause 5.3 (replace 'three years' with 'two years').

Think2 funding shall remain until the child becomes eligible for a three-year funded place as set out in clause 5.3

Eligibility for Think2

- 6.2 Families will need to meet the eligibility criteria which can be found on the Council website at: www.staffordshire.gov.uk/think2 Eligible families can receive up to 15 hours per week over no fewer than 38 weeks (or 570 hours stretched over more than 38 weeks of the year).

6.3: Golden tickets

The Council will use data supplied by the Department for Work and Pensions to determine automatic eligibility for some two years olds based on the economic criteria. Some Parents will receive a golden ticket from the Council, the ticket will advise Parents to hand the ticket to their Provider by the stated expiry date.

- 6.3.1 The Provider must retain the golden ticket and ensure Parents complete and sign the required sections of the Parent Declaration and Privacy Notice, see clause 5.2.
- 6.3.2 The Provider must contact the EEAC team on 01785 278201 to confirm the golden ticket eligibility no later than the stated expiry date on the ticket. The Provider must supply the name of the child, date of birth, ethnicity, one Parent's name, address and national insurance number. This process removes the element for the Parent to apply.
- 6.3.3 The EEAC Team will generate an eligibility code and relay this to the Provider. The Provider must add the code to the retained golden ticket and to the Parent Declaration.

6.4: Applications

Applications can be submitted for a child considered eligible for a place (whose Parent has not received a Golden Ticket) as follows:

- 6.4.1 Online www.staffordshire.gov.uk/think2 - click on 'Apply Online' for benefit related criteria this will provide an instant answer and will generate a confirmation code and voucher for eligible children that can be printed.
- 6.4.2 Providers may support eligible families to apply for a Think2 placement for two-year olds, with consent.
- 6.4.3 Parents who meet the criteria through Disability Living Allowance must provide evidence the child is in receipt of this as it cannot be confirmed via the online application process.

6.5: Verification and accessing provision

- 6.5.1 All places (and Golden Tickets) **must** be verified and agreed by the Council before funding can commence. No exceptions will be made for Providers who have accepted children for Think 2 places without a confirmation voucher / letter or code, which is supplied to eligible Parents by the Council.
- 6.5.2 If a Golden Ticket has not been verified by the expiry date noted on the ticket, Parents must be signposted to apply online as noted in clause 6.4
- 6.5.3 The Council will fund the place of any eligible child (regardless of where they live) attending a Staffordshire Provider where there is a valid voucher/ letter or code. If the Provider is approached by families residing outside of Staffordshire the Provider shall support an application to the Council or contact the EEAC team with any other proof of eligibility from another local authority.

6.5.4 The Provider will need to retain the bottom part of the confirmation voucher or letter that includes a unique access code and ensure the start date on the voucher/ letter has been checked. The Provider can claim from the eligible from/ start date.

6.5.5 It is the Provider's responsibility to confirm a child's date of birth and proof of address and notify the EEAC team immediately of any anomalies.

7: Three & Four-year-old EEF

7.1 All three and four year olds become eligible for the universal 15 hours of EEF across 38 weeks per year (or 570 hours stretched over more than 38 weeks of the year) from the term after the child's third birthday as per clause 5.3. Parents do not need to meet criteria nor apply; Parents simply make arrangements to access a placement with their Provider who will then claim on the family's behalf. More information can be found on the Council website at: www.staffordshire.gov.uk/eef

7.2 Families can claim EEF up to and including the term a child turns five years old if the child attends a Provider as outlined in item 3 of the Overview. This includes any children accessing a reception class in an independent school. However, children who have been admitted to a reception class of a local authority maintained primary school or academy/ free school are not entitled to any additional funded hours outside of their reception class place as local authorities can meet their duty to secure funded hours through the full-time reception class provision.

8: EYPP

8.1 Additional funding is available to support early education that is provided for less advantaged three and four year olds in receipt of an EEF universal placement. Families must meet the criteria to be eligible for EYPP and the Provider will claim on behalf of the Parent. The criteria can be found on the Council website: www.staffordshire.gov.uk/eypp

8.2 Eligible children must be claiming EEF to attract EYPP but do not have to be taking up the full entitlement of funded hours.

8.3 Children confirmed as eligible for EYPP remain so for the three terms within the academic school year (September – July). If a child turns four years old within this period they will not need to be re-checked.

8.4 Providers can apply at any point within a term for eligible children and claim EYPP from that point onwards. Funding for eligible children will be aligned to the child's start date within the relevant term.

- 8.5 The Provider is responsible for identifying eligible children for EYPP and gaining permission from Parents to apply. Providers and Parents must complete the EYPP section of the Parent Declaration and Privacy Notice Form.
- 8.6 The Provider is required to apply for EYPP through the online EY Portal. Providers will be sent a report/ statement detailing funding relating to individual children. However paper based applications must be completed for families who meet the extended (non-economic) criteria for EYPP, the criteria and form can be downloaded from the link noted in clause 8.1.
- 8.7 Providers can only claim funding for eligible children. No exceptions will be made for non-eligible children.
- 8.8 Providers will be paid a rate of .53p per hour for EYPP eligible children against the universal 15 hours only. The total amount of EYPP paid to providers will be aligned to the actual number of hours taken by the child.
- 8.9 Payments for EYPP will be aligned to the payment option selected by the Provider for EEF.
- 8.10 The Local Authority's Virtual School Head will have control over the EYPP budget for LAC and may contact Providers with regards to utilisation of spend.
- 8.11 EYPP funding will follow the child in accordance with EEF as outlined in clause 15.8
- 8.12 Providers must not use EYPP as a top up fee to the EEF rate. Guidance on how providers can use EYPP is found in the link noted in clause 8.1.
- 8.13 EYPP can be claimed by Providers rated by Ofsted as 'Outstanding', 'Good', 'Requires Improvement', 'Met' and yet to be inspected. 'Inadequate' and 'Not Met' rated Providers will have EYPP withdrawn as soon as is practicable in accordance with clauses 12.6 to 12.11.
- 8.14 Providers in Staffordshire can claim EYPP for any eligible children attending their provision regardless of where the child/ family resides. This also includes any LAC.

9:30 hours – Extended Childcare Entitlement for 3 & 4 year olds (16-30 hours)

- 9.1 Three and four year olds who are in receipt of the universal 15 hours could receive an additional 15 hours of EEF if the family meets the eligibility criteria. The full and extended criteria for the additional hours can be found on the Council website at: www.staffordshire.gov.uk/30hour
- 9.2 Parents who meet the economic criteria must register and make an application to confirm eligibility for the additional 15 hours on the HMRC website www.childcarechoices.gov.uk. HMRC (who check and confirm eligibility) will send Parents a confirmation code for successful applications. This code will be sent to the Parent's newly created Gateway Account (Childcare Service Account) set up at registration.
- 9.3 Providers **must** verify the 30 hour eligibility code with the Council (via the EY Portal) before confirming to the Parent that additional funded hours can be accessed at the provision. The Council will confirm the validity of 30 hour eligibility codes through an Eligibility Checking Service to allow the Provider to offer a 30 hour place for eligible three and four year olds.
- 9.4 The Provider must ensure the Parent completes a Parent Declaration and Privacy Notice before confirming the validity of the Parent's 30 hour code via the EY Portal.
- 9.5 Parents will be prompted by HMRC every three months to reconfirm the details on their application are accurate and that the child is still eligible for the additional hours. Parents who need assistance to apply, have issues with their Gateway Account, eligibility or code should contact the HMRC Customer Interaction Centre on 0300 123 4097.
- 9.6 The Council will complete batch checks six times per year as per the table set out in clause 9.13 to review the validity of eligibility codes for children who qualify for 30 hours. Providers can review the current/ upcoming status of codes through the Expiration Dashboard in the EY Portal.
- 9.7 If a child is already taking their universal 15 hours and the Parent becomes eligible/ receives a valid code for 30 hours part way through a term, the additional hours **will start from the term following the date** on which the Parent received their confirmation code, as follows:
- Code received between 1st September and 31st December (autumn term) – Additional hours start from 1st January (spring term).
 - Code received between 1st January and 31st March (spring term – Additional hours start from 1st April (summer term).
 - Code received between 1st April and 31st August (summer term) – Additional hours start from 1st September (autumn term).

Looked After / Fostered Children

9.8 Three and four years olds in foster care will also be eligible for the extended hours, providing the following additional criteria are met:

- That this is consistent with the child's care plan, placing the child at the centre of the process and decision making, and:
- In a two-parent family, when both partners are foster carers, both must engage in any amount of paid work outside their role as a foster carer. If one partner is not a foster parent, they must meet the criteria for working the equivalent of 16 hours per week at the national minimum or living wage as outlined above; or
- In a single Parent foster family, the foster parent must engage in any amount of paid work outside of their role as a foster carer.

Further information of qualifying criteria can be found at: www.staffordshire.gov.uk/30hour

The responsible authority (with corporate parental responsibility for the child) will only process applications completed by the foster carer and signed off by the designated person (in Staffordshire this would be the social worker). Information will then be verified by the Council to check the qualifying criteria. Applications for fostered children must not be made via Childcare Choices as outlined in clause 9.2.

Birth Certificates:

9.9 As foster parents are unlikely to have the child's birth certificate, Providers will therefore not need to request proof of the fostered child's date of birth. This is because fostered children with '400 codes' will have had the date of birth already checked by the responsible local authority at the 30 hour application stage.

*Providers will still need to input the fostered child's correct date of birth as with any 30 hour validation check. For fostered children the date of birth will be on the eligibility confirmation letter.

Foster parents will still be required to confirm their eligibility every three months with the responsible local authority for the fostered child.

Grace periods

9.10 A child will enter the grace period when the child's Parents cease to meet the eligibility criteria for the additional 15 hours as determined by HMRC and set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.

9.11 A child who becomes ineligible during the **first** half funding block as set out in the table within clause 9.13 will be funded until the end of that funding block (31st March 31st August 31st December) or for as long as the child remains under compulsory school age, whichever is the shorter.

9.12 A child who becomes ineligible during the **latter** half funding block (up to the end of the funding block) as set out in the table within clause 9.13 will be funded until the end of the following funding block or for as long as the child remains under compulsory school age, whichever is the shorter.

9.13

Date Parent receives ineligible decision	Council's audit date (batch check)	Grace period end date
1 January – 10 February	11th February	31st March
11 February – 31 March	1st April	31st August
1 April – 26 May	27th May	31st August
27 May – 31 August	1st September	31st December
1 September – 21 October	22nd October	31st December
22 October – 31 December	1st January	31st March

9.14 Children should not start the extended 15 hours at a provider when the family are already in the grace period. This includes the following scenarios:

- Where a Parent falls into their period before the child starts the extended 15 hours.
- Where a Parent falls into their grace period whilst their child is in a 30 hours place, and the parent then moves the child to a different provider.

These scenarios are applicable even when a provider submits a claim for the extended hours at the time the child was still eligible, but then later fell into the grace period before starting the extended hours/ initial eligibility period was due to commence.

9.15 In exceptional circumstances, The Council has the discretion to extend the "grace period" set out in 9.13 for a short time, i.e. if a Parent has been forced to leave their home and paid employment due to being a victim of domestic abuse or other serious crime, or the child moves from the Provider as they are rated Inadequate. Providers should advise the EEF Finance team in such cases.

10: Flexibility for EEF

- 10.1 The Provider shall make information about their offer and admissions criteria available to Parents prior to the agreement of a placement at the setting.
- 10.2 The Provider shall work with the Council and share information about times/periods which they are able to offer EEF and the number of places on offer and current availability, this will support the Council to meet their duty to secure enough places to meet local demand as outlined in the Childcare Act 2006.
- 10.3 The Council will undertake sufficiency audits with Providers twice a year in autumn and summer terms. Providers can aid with sufficiency and informing Parents of the availability of childcare in the area as outlined in the Childcare Act 2006 (Provision of Information to Parents) (England) Regulations 2007. The Council supply free advertising for Providers on the local authority website: www.staffordshireconnects.info and other licensed channels. Providers are advised to update/ validate their information such as vacancies, opening hours, costs at least once per term. Providers can update their information by registering for free advertising on the secure online account via the Council's Staffordshire Connects website: <https://www.staffordshireconnects.info/kb5/staffordshire/directory/register.page>
- 10.4 Ofsted registered Providers are responsible for ensuring their information held and published by Ofsted in the public domain i.e. contact telephone/ email, is up to date. Where changes are required, the Provider must inform Ofsted directly as they are the regulator.
- 10.5 If the Provider is unable to offer full entitlements to Parents, the Provider shall inform Parents that they can take the remainder of their entitlement with another Provider.
- 10.6 If the Provider is open for less than 38 weeks of the year (i.e. independent school-based provision), the Provider shall make Parents aware that they can take up the rest of their entitlement with another Provider.
- 10.7 Parents have the discretion to split funded hours between multiple Providers regardless of ownership type, though no more than across two sites in the same day. This includes being able to split EEF between a local authority school / academy school provision with any other Provider / ownership type as outlined in clause 3 of the Overview. Providers must ensure Parents who are accessing a 30 hour place between multiple Providers have identified the provision who is claiming for the 15 universal hours on the Parent Declaration Form – it is Parents who have the discretion on which Providers are claiming what element of EEF i.e. universal or extended.

10.8 Where possible Providers shall offer flexible packages of EEF subject to the following parameters on flexibility:

- no session must be longer than 10 hours
- no session must start before 6.00am or finish after 8.00pm
- no minimum session length
- a maximum of two sites on the same day
- the minimum number of days the weekly entitlement can be taken is across two days for 15 hours, or 3 days for 30 hours

EEF can be offered:

- up to 52 weeks of the year. Example of a stretched offer (instead of 30 hours over 38 weeks): a stretched offer could be: 23hrs, 45mins per week over 48 weeks
- outside school term times/ dates, even if offering EEF over 38 weeks only
- any day of the week including at weekends

10.9 To meet the requirements of flexibility the Provider is encouraged (but has the discretion) to offer a stretch funded place beyond the minimum 38 weeks. If a Provider allows a Parent to change to a stretched offer from a 38 week offer, they can only do so at the beginning of a new term.

10.10 The Provider is also encouraged to offer children EEF places in continuous blocks and to avoid artificial breaks during the day where possible, for example over the lunch period.

10.11 Children starting partway through a term should be offered a funded place based on the number of funded weeks left in the term and to check what the child has left if moving from another Provider.

11: SEND

11.1 The Council will strategically plan support for children with SEND to meet the needs of all children in its local area as per SEND Code of Practice. See clause 1.1.

11.2 Providers shall ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and Equality Act 2010.

11.3 Providers shall be clear and transparent about the SEND support on offer at their provision and make information available about their offer to support Parents in choosing the right provision for their child.

- 11.4 The Council's full SEND Local Offer and policies/ procedures can be reviewed at: www.staffordshireconnects.info/kb5/staffordshire/directory/localoffer.page?localofferchannel=0
- 11.5 Providers will also find details of additional funding available via the link in clause 11.4 along with supporting policy/ guidance for DAF and SEND Inclusion Fund. Direct link is as follows: <https://www.staffordshireconnects.info/kb5/staffordshire/directory/advice.page?id=UVHU YI6-aCo>

Social mobility and disadvantage

- 11.6 The Provider shall ensure that it has identified the disadvantage children in their provision as part of the process for checking EYPP eligibility. The Provider will also use EYPP and other funding streams to provide effective support and improve outcomes for this group of children.
- 11.7 Providers will encourage families accessing Think2 places to enter employment if appropriate, so the child becomes eligible for a funded 30 hour place from the term after the child's third birthday or at any point after.

12: Quality

- 12.1 The EYFS statutory framework is mandatory for all schools that provide early years provision and Ofsted registered early years providers in England. The EYFS sets the standards that the Provider must meet to ensure that children learn and develop well and are kept healthy and safe.
- 12.2 Ofsted is the sole arbiter of quality for all Providers who offer EEF for two, three and four year olds.
- 12.3 If the Provider is judged by Ofsted as 'Good', 'Outstanding', 'Met', or who are yet to be inspected or if the Provider is a childminder registered with a childminder agency judged 'effective' the Provider can provide EEF places for eligible two, three and four year olds.
- 12.4 Providers who receive a 'Requires Improvement' rating from Ofsted, will only be funded to provide places for eligible two year olds should it be necessary to ensure sufficiency of childcare places in the area, but the Provider can still provide places for all three and four year olds. The Council do not advertise the Think2 offer on their Staffordshire Connects website for Providers rated as 'Requires Improvement'.

- 12.5 If the Provider receives two consecutive 'Requires Improvement' ratings from Ofsted, or any version of consecutive ratings below 'Good', the Provider will not be authorised to claim funding for any new and eligible two year olds for Think2 from the date the Council is notified by Ofsted of the most recent inspection outcome. The Council has the discretion to continue funding a Provider for any eligible two year olds still in attendance that the Provider had claimed for prior to the most recent inspection rating notification. All three and four year olds can still be claimed for.
- 12.6 If the Provider receives an Ofsted rating of 'Inadequate' or 'Not Met' the Provider is likely to have their funding terminated in full for all children as soon as is practicable. The Council do not advertise the EEF offer on their Staffordshire Connects website for Providers rated as 'Inadequate' or 'Not Met'.
- 12.7 The Council has the discretion to continue to fund two, three and four year olds but only those who are age eligible and for whom a claim was submitted for funding prior to Ofsted notifying the Council of an 'Inadequate' or 'Not Met' rating. This would be to assist families and children for the continuity of care, or if there is no sufficient childcare in the area. The Council will inform the Provider by letter of funding arrangements after receiving notification from Ofsted of the inspection outcome.
- 12.8 In the event the Council continues funding of current children as outlined in clause 12.7, the Provider rated 'Inadequate' or 'Not Met' will not be authorised to claim for two, three and four-year olds who were not already eligible and for whom a claim was not submitted for funding prior to Ofsted notifying the Council of the 'Inadequate' or 'Not Met' rating. The Provider is responsible for ensuring that Parents are informed of the outcome of the inspection and implications regarding EEF places. On occasions the Council may deem it appropriate to directly inform Parents of the conditions of the removal of EEF and the reasons why.
- 12.9 If the Provider who is rated 'Inadequate', 'Not Met' or 'Requires Improvement' the Provider must engage with their Entrust Early Years Quality Liaison Consultant and attend training as identified in an agreed action plan for improvement and explore the next steps required to improve the rating, so EEF can be reinstated.
- 12.10 If the Provider has two consecutive 'Inadequate' or 'Not Met' ratings (or any variation of the two ratings) from Ofsted, the Provider will have funding terminated and support withdrawn with immediate effect. The Council will also terminate funding from an 'Inadequate' or 'Not Met' Provider if the deadline for enforcement actions, as stipulated by Ofsted, has not been met.
- 12.11 If the Provider is suspended by Ofsted the Provider will have EEF terminated from the date of suspension. Funding will be reinstated from the date the suspension has been lifted. Immediate termination or suspension of EEF will also occur when concerns are raised relating to child protection and safeguarding.

- 12.12 The Council will accept evidence such as an Ofsted report which confirms the Provider is no longer rated as 'Requires Improvement' or 'Inadequate' or 'Not Met' or no longer has consecutive ratings that are less than 'Good'. Funding will be reinstated from the date of the Ofsted inspection. If a new Agreement has been released during the period of EEF removal, the Provider will need to agree to the new conditions by completing, signing and returning the new Agreement for EEF to be reinstated. Due to the extensive timeframe for re-inspections of school or academy run provision, the Council will use its discretion to reinstate EEF based on monitoring outcomes from Ofsted and the School Improvement Board, only if there is evidence of improvement against outlined actions.
- 12.13 The Council will consider information from Ofsted about a Provider before agreeing for EEF to commence at a new registration. This includes reviewing the recent history, previous ownership or at an address of the Provider.
- 12.14 The Council will withdraw funding from childminders registered with an agency if that agency has received an Ofsted rating of 'Ineffective' from Ofsted. The funding removal parameters will be in the manner as those outlined in clauses 12.8, 12.9, 12.10 and 12.11.
- 12.15 The Council has the discretion to remove funding within the parameters outlined in clauses 12.5, 12.6, 12.7, 12.8, 12.9, 12.10 and 12.11 if assessment undertaken by the agency deems the childminder is not of the level of quality to offer EEF.
- 12.16 If a Provider or Agency is under investigation by Ofsted or the Council's Specialist Safeguarding Unit, Police or the Council (or any Council other than Staffordshire) has concerns that include the safeguarding and welfare of children or extremism (Providers should refer to the government's "Prevent" Duty documentation as advised in clause 1.1 of this documentation) at a Provider, the Council has the discretion to suspend funding to safeguard children during this time. A decision will be made if funding will be reinstated based on the evidence and outcome of such an investigation.
- 12.17 If the Council has reason to believe that a Provider is not promoting fundamental British values of democracy and is promoting views and theories contrary to established scientific or historical evidence, the Council in conjunction with Ofsted will investigate concerns and funding will be suspended until that investigation is completed. Funding will be reinstated if the regulator (Ofsted) or any other authority deems there are no concerns nor actions against the Provider.
- 12.18 The Provider must be registered with Ofsted or must provide the Council with evidence that they are exempt from the requirement to register with Ofsted for funding to commence.

- 12.19 If the Provider whose provision is categorised by Ofsted as 'Outstanding' the Provider is encouraged to work with other Providers to support improvement.
- 12.20 The Council will work with services to determine if a vulnerable child claiming EEF should be removed from a Provider who has an 'Inadequate'/'Not Met' Ofsted rating or attending a childminder registered with an agency who is rated 'Ineffective' or the agency assessment determines a childminder is not at the level of quality required.
- 12.21 The Council will seek to remove funding from a Provider run by the Governing Body of Local Authority Maintained School who does not meet the quality required for EEF only by gaining consent from the Secretary of State. Decisions to remove funding for all other ownership types such as private/ limited company, voluntary, committee/ charity led, academy/ free school, childminder/ childminder agency or independent provision, is discharged to the Council as per Statutory Guidance.

13: Financial Accountability / Business Planning

- 13.1 Providers must register to use the online EY Portal to submit headcount tasks and claims within the times and periods requested by the EEF Team.
- 13.2 Providers who have multiple sites that offer EEF places, must submit claims for children under the correct site / ID that children attend for their EEF hours, this is due to safeguarding and audit purposes. Providers must not submit claims for children under a site / ID that children do not attend for EEF.
- 13.3 Providers applying to offer EEF places must choose their method of payment from the two options outlined in the Payment Model Options:
- Option 1 – Lump sum model, 75-25% payments made 6 times per year/ twice a term.
 - Option 2 – Monthly model, twelve monthly payments across the year.

Providers will not be able to change their options until the end of the academic year for implementation for the new academic year (September).

- 13.4 The Council will conduct desktop audits at appropriate times of the year for determining correct processes and administration related to funding claims. The EEF Team will aim to complete desktop audits for a minimum of thirty providers per year. Selected Providers will be contacted by the EEF Team to supply information as requested on parental declarations and attendance register/ confirmation for named children.

- 13.5 Providers must allow for representatives of the Council that could include the EEF Team, EEAC or Entrust, to visit the premises at reasonable times and make available records upon request as part of a full EEF fiscal and compliance audit. This will ensure that the Provider is using public funds such as EEF, EYPP and DAF in an appropriate and lawful manner, and in accordance with the terms of this Agreement and the DfE Statutory Guidance. Reasons for a site visit could be a random selection but could also be due to anomalies shown in desktops audits or trends in parental enquiries/ complaints. The Council will give prior notice for visits.
- 13.6 For items related to EYPP and DAF the Council or Entrust may request proof on how funding has been used and/ or what a Provider has purchased with the additional funding. This could entail reviewing receipts/ invoices for items that have been purchased with funding. Guidance on what funding can be used is found via the links in clauses 8.1 and 11.5.
- 13.7 Over claimed monies for EEF places as outlined in clauses 13.8, 13.20, 15.7, 15.8, 15.9, 15.10, 15.11 and 15.12 will be reclaimed by the Council.
- 13.8 Providers who have submitted fraudulent claims and received any payment as part of such a claim, will have their Agreement terminated and the Provider will be removed from offering EEF and will be reported to the appropriate authorities where there is evidence to support doing so.
- 13.9 The Provider is required to maintain a specific bank account for their provision, and funding will only be paid into this account. This account must be of a dual-signatory type, except where the Provider is a sole trader, for example a childminder or limited company.
- 13.10 Providers must securely retain records regarding children for whom EEF was claimed. Relative periods would be determined by the ICO or Data Protection Legislation, see clause 17.
- 13.11 The Provider is solely responsible for submitting accurate details of children and claims on time as requested by the EEF Team. Failure to do so will result in payments to the Provider being delayed. Providers can only submit claims for children who are already age eligible or will be age eligible in the next scheduled Council payment run.
- 13.12 The annual Early Years Census must be completed in full by the Provider at the time requested by the Council. The parameters of the Census are determined by the Department for Education. Advanced notice will be given to Providers; failure to complete and return the Census in full and within the timeframe stated by the Council will result in funding to the Provider being withheld until the Census is completed in full and returned to the Council.

- 13.13 The EYNFF determines the baseline and deprivation rates that the Council uses to fund Providers for EEF. New Providers are informed of such rates upon registration to supply EEF. Providers are also notified of rates at the start of the financial year. Further information of the EYNFF is found in the Early Education and Childcare Statutory Guidance for Local Authorities or by contacting the EEF Team.
- 13.14 If the child is accessing an EEF place as a 38 week placement, the funding **must** be supplied to Parents (and invoiced) by the Provider as 38 weeks. The same principle applies when a child accesses EEF as stretched, funding must be supplied to Parents (and invoiced) as stretched and not 38 weeks.
- 13.15 Providers have discretion to offer stretched funding (see clause 10.8) across the number of weeks they see fit i.e. this can be over 48, 49, 50, 51 or 52 weeks of the year. Providers must inform Parents how many hours per week they will receive as funded. However, Providers must be aware that stretched claims can only be input into the EY Portal as 48 weeks. Payments for a stretched offer will also be paid at 48 weeks over the year.
- 13.16 The Council will set out a timetable for every term, so Providers are aware in advance of key dates, namely when headcount task /claims need to be submitted and when payments are scheduled. This will include the number of weeks Providers will be paid in each term and it will be accessible on the Council website: www.staffordshire.gov.uk/eefsupport
- 13.17 The Provider will submit timely and accurate information no later than the deadlines outlined by the Council or partners, including but not limited to; headcount data, census and sufficiency data, parental declarations, audit documentation and invoices, as per the financial guidelines of the Council. Failure to do so may risk the Provider being charged a fee or funding being delayed.
- 13.18 The Council will not charge Providers disproportionate fees for providing late or incomplete information leading to additional administration in the processing of EEF. Any charges shall be proportionate to the inconvenience or costs incurred to the Council because of late, inaccurate or non-return of information. The Council will ensure charges are clearly communicated to the Provider.
- 13.19 The Provider will maintain accurate financial and non-financial records relating to EEF places and will give the Council access on reasonable notice to all financial and non-financial records relating to EEF places funded under this Agreement.

13.20 The Provider must inform the EEF Team immediately if they decide to close or there is a change of ownership, so payments can cease or be amended on the appropriate date. Any over payments made by the Council due to the provision closing or ownership changes will be re-claimed by the Council. Non-returned over payments will be passed to debt recovery or agency (for which the Provider could incur additional charges), or funding will be reclaimed through the Council adjusting claims at another provision still operating and is run by the same ownership in Staffordshire.

14: Charging

- 14.1 EEF hours/sessions for two, three and four year olds must be delivered to Parents at the monetary value to be determined by the Provider from the outset of a child's placement. Monies paid to the Provider for EEF cannot be held back by the Provider to then reimburse (credit) Parents at a later date.
- 14.2 It is at the Provider's discretion as to how they offer EEF to children and families in line with their own business model. The Provider must determine and publish their admissions criteria and times of the day that EEF hours can be taken at the provision in line with the parameters outlined in clause 10.
- 14.3 The Provider can charge for hours that the child attends for but which the provision does not offer/supply EEF. The Provider can also charge for optional consumables, which include but are not limited to: nappies, trips, food/ drinks and any other services.

Where such consumables may not be affordable to low income households or disadvantaged families (i.e. Think2), the Provider should consider lower cost options to ensure the family is treated in an equitable manner.

- 14.4 It **must not** be a condition that Parents access and therefore purchase additional hours, food, nappies, trips and food/drinks or other consumables or services to gain access to an EEF placement for their child. Parents have the right to access the funded hours only depending on availability. The Provider still determines their opening hours, funded session times.
- 14.5 If the Provider requests voluntary contributions from Parents the Provider must clearly outline the purpose and reason for the contribution. Contributions **must not** be a condition of a Parent gaining access to an EEF place for their child as outlined in 14.4.

- 14.6 Providers can charge Parents a deposit to secure their child's funded place. The deposit can be kept if the child does not start the placement. Providers are encouraged to use their discretion when charging deposits for families who are low income households or disadvantaged, specifically families allocated a Think2 funded placement. However, if deposits are charged for Think2 places this must be refunded by the end of the term the child has started the Think2 placement.
- 14.7 Providers cannot charge "Top Up" fees or require Parents to pay a registration or administration fee as a condition of taking up their child's funded place. A "Top Up" is the difference between the Providers hourly rate and what the Council pay the provider for EEF.
- 14.8 Childminders can charge for picking up and dropping off services and if they offer an on-call service to Parents if a child (accessing an EEF placement) at another Provider has to be collected unexpectedly.
- 14.9 Additional hours purchased by Parents and any other charges for services taken should be in line with the Providers' standard pricing structure and as outlined to parents before the commencement of their child's EEF placement. Providers must also inform Parents if fees and childcare costs change at the provision throughout the year.
- 14.10 Parent invoices; the Provider must itemise the total number of EEF hours supplied to the child and the total monetary value of EEF hours for the invoice period. The Parent invoice will also include (if taken) the itemised breakdown of any charges for additional hours, food, nappies, trips or any other consumable or service that the Parent has taken and that the provision charges for. This is so the Parent can clearly identify that the funded hours have been applied as agreed and claimed for by the Provider, and so the Council can easily distinguish what a Parent has received against the actual claim in any Provider/ parental dispute or audit.
- 14.11 The Provider will deliver EEF consistently to all Parents, including disadvantaged families, regardless of whether they opt to pay for additional hours, optional services or consumables. This means the quality, flexibility and security of a place for each child placement offered by the Provider will be consistent for all Parents.
- 14.12 The Provider can only claim for the EEF hours that have been agreed with Parents that the child will be in attendance for. The Provider should refer to clause 15.9 and 15.10 in relation to actions and responsibilities if child attendance falls below what has been claimed for.

15: Compliance and Absence

- 15.1 Parents are under no obligation to access all the funded hours their child is eligible for and Providers can only claim for what the Parent requires/ child attends for. In cases where the child is not accessing their full entitlement, Providers cannot claim for extra EEF hours that the child is not using to cover non-funded element i.e. consumables, deposits, non-EEF hours and so on.
- 15.2 The maximum entitlement of funding for a child as set out in clause 2 of the Overview must be taken within a 52 week period. No more than 15 funded hours can be provided in a week for Think2 or the universal entitlement, and no more than 30 hours can be provided in a week for a child eligible for the extended 3 and 4 year entitlement.
- 15.3 Providers and Parents cannot bank hours to use at a later date that is outside the funding term or year. Funding that a family is eligible for must also not exceed the maximum number of hours allowed in a day, in a week or in a year, as outlined in 2.1 and 2.2 of the Overview and clause 10.8.
- 15.4 The Provider has the responsibility to ensure all their relevant Staff who handle admissions and financial elements at the provision are aware of the conditions of this Agreement and that Staff are aware of the EEF package the provision offers to Parents.
- 15.5 The Provider **must** publish their offer of EEF places in advance of children taking up a placement (and the expected monetary value/ saving). This includes how an EEF place can be taken, term time only or 'stretched' and the hours of the day that are classed as funded. Parents **must** clearly see that they are receiving the child's entitlement for the equivalent claimed for EEF hours.
- 15.6 The Provider is solely responsible for ensuring a child is age eligible for a funded place and ensure that all Parents understand the conditions of the Parent Declaration and Privacy Notice Form (see clause 5.2) before submitting a claim via the EY Portal, this is to ensure compliance with Data Protection Legislation. The Council may refuse to accept the claim if the declaration has yet to be completed/ signed. The Provider has the responsibility to check with the Parent that the child does not receive either the full or part of the entitlement at another Provider.
- 15.7 In a split place arrangement, where a dispute cannot be resolved between Providers and Parent as to which Provider claims a funded place, the Council will split funded hours equally amongst the Providers involved so long as the child has been in attendance for the number of hours to be shared equally.

15.8 For children who leave during the term; the funding will follow the child to the new provision (if applicable). If a child has left the Provider, it is the responsibility of that Provider to inform the Council's EEF Team via the relevant amendment task for the related term the child left or reduced hours. The Council will reclaim any overclaimed funding that a Provider did not declare was associated to a child that had left or had reduced the hours of attendance. Providers can also adjust their claim if a child's attendance had increased compared to the original claim, this would be applied to the relevant term's amendment task.

15.9 Providers must maintain an up to date record of attendance for all children for whom they provide EEF places and make it available to the Council when required along with other monitoring information. The Council shall ensure that Providers are not penalised by withdrawing funding for short term absence and the Council will pay for a maximum of twenty (20) days absence (whether over consecutive or sporadic days) within a single term time period for which the child would normally have attended for EEF hours.

For any amount of absence that exceeds the twenty day period, the Provider must adjust the claim in the related amendment task for the term.

However, the Council shall use its discretion and review cases when there is fair reason for absence. The review will determine if funding should be applied for a longer period than the first twenty days of a child's absence. Reasons for which the Council will review extended periods of absence can be found in the Attendance Policy at: www.staffordshire.gov.uk/apolicy

Requests to review absence beyond the first twenty days in a single term, should be submitted to: eefportal@staffordshire.gov.uk outlining the reasons for absence.

Term Time period parameters:

- 1st January - 31st March (spring)
- 1st April – 31st August (summer)
- 1st September – 31st December (autumn)

15.10 There could be occasions when a child does not consistently attend for the EEF hours in a day as arranged and therefore absence does not meet the full day parameter as noted in clause 15.9. The Council can review such cases and consider reclaiming monies if the overall absence is forty percent (40%) or more within the same term. Providers have responsibility to encourage families to attend for the funded hours they have been offered and the benefits there are for children with good attendance. Where absence is due to consistently late drops off/ early collections or Parents consistently not making sessions without reasonable explanation, the Provider should discuss if the package on offer is suitable for their requirements.

If a Provider is concerned about the child's welfare as being the reason for absence, advice and guidance is available in the Attendance Policy as noted in clause: 15.9.

- 15.11 The burden will be on Parents to supply proof of a valid reason of absence to their Provider, who in turn (with parental consent) can share this with the Council for review. Where the Council do reclaim EEF monies, the Provider is fully entitled to charge/ invoice Parents in such circumstances. Providers are advised to make this clear in their own contract with Parents.
- 15.12 The Council will not fund the Provider when Parents breach any notice period stipulated in the Provider's own contract with Parents, this is because funding will always follow the child. Breaches of contract is a private matter between the Provider and Parent to resolve.
- 15.13 On days where the Provider is unable to operate or is closed for example: due to training, bank holidays, time off, sickness or adverse weather conditions, the Council recommends that the Provider offers an alternative to the EEF hours the child has lost out on that day. However, if it is not practicable for a Provider to do this, the EEF hours must be used and accounted for on the day of closure in the same manner as if the Provider had been open and children attended.
- 15.14 On days where a child is absent, for example due to sickness, holiday or adverse weather conditions; it is at the discretion of the Provider whether to offer the EEF hours at an alternative time. However, where this is not practicable the Provider must use the EEF hours as if the child was in attendance as normal. Providers should refer to clauses 15.9 and 15.10 for monitoring absence.
- 15.15 The definitions of childcare and early years provision, under sections 18 and 20 of the Childcare Act 2006, specifically exclude a child's relatives from claiming EEF. This means childminders cannot claim for children who are relations, this includes when a registered childminder is providing foster care to a child. Claiming in such circumstances could be construed as a fraudulent claim and all monies will be re-claimed by the Council.

16: Dispute Resolution and Termination

- 16.1 If any dispute arises between the parties out of, or in connection with, this Agreement, either party may at any time serve a notice in writing on the other party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute. Disputes against the Council can be submitted in writing to the address in clause 19.1.
- 16.2 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 16.2.1 Within twenty-one days of service of the notice the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
- 16.2.2 If the dispute has not been resolved within twenty-eight days of the first meeting, the matter shall be referred to the County Commissioner for Access to Learning, who will meet within twenty-eight days of the referral to discuss the dispute and attempt resolution.
- 16.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies:
- 16.3.1 The Council may terminate this Agreement for any reason with immediate effect. Reasons for immediate termination could be related to clauses 12.6, 12.9, 12.10, 12.11, 12.14, 12.15, 12.16 and 12.17. A longer period can also be agreed between both parties for reasons that are outside of the clauses.
- 16.3.2 The Provider may terminate this Agreement for any reason. This could be due to sudden closure or the Provider no longer wishing to offer EEF. Any overclaimed monies will be recouped by the Council as per clauses outlined in clauses 13.7, 13.8, 15.8 and 18.6.
- 16.3.3 Where the Council has not been able to resolve a dispute between Parent and Providers in relation to the take up of the EEF or a charges dispute, or between two Providers disputing the number of hours claimed in a split arrangement, the Council has the discretion to refer the case to the Department for Education with the consent of the Parent.

17: Data Protection Legislation

- 17.1 The Parties acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 17.2 The Provider shall (and shall procure that its Staff) comply with any notification requirements under the Data Protection Legislation and shall duly observe its obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 17.3 The Provider will maintain formal procedures/ systems for the keeping of accurate records that fully comply with any statutory obligations. The Information Commissioners Office (ICO) can advise on data storage.
- 17.4 Providers must ensure that Parents accessing EEF must complete the relevant section and sign the Parent Declaration and Privacy Notice before submitting a claim for a child. The Council has the discretion to refuse funding a child without the relevant consent being obtained by the Provider. The form can be downloaded at: www.staffordshire.gov.uk/eefsupport

18: General

- 18.1 No failure or delay by either party to exercise and right or remedy under this Agreement shall be construed as a waiver of any right or remedy.
- 18.2 Save where otherwise expressly stated herein, any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 18.3 This Agreement constitutes the understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.
- 18.4 Each of the parties warrants to one another that they each have full power and authority to enter into this Agreement and carry out their obligations.
- 18.5 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and interpreted in accordance with the exclusive law of England and Wales.
- 18.6 Providers can choose to opt out of offering Early Education Funded places at any time, the Provider must inform the Council if they decide to do so.

Any overclaimed monies will be reclaimed by the Council. Failure of a Provider to return any overclaim payments, the Council may decide to pass the case onto their auditors or collection agency.

- 18.7 The Council may vary or amend this Agreement as from time to time the Department for Education will update their Statutory Guidance.

Providers will be advised by the Council on any relevant information updates applicable to this Agreement.

If there are adjustments to any clause, but the changes are so minimal, the Council may decide not to release a new version of the Agreement. Instead Providers will be updated in writing via an Addendum, this process will not only save on costs but also administration for both Provider and Council.

19: Complaints and Appeals

- 19.1 If the Provider believes that the requirements of the law, the Statutory Guidance or this Provider Agreement are not being met they can in the first instance complain in writing to:
Customer Feedback and Complaints Team
Staffordshire County Council
Staffordshire Place 1, Tipping Street,
Stafford
ST16 2LP

The Council's complaints process is available at: <https://www.staffordshire.gov.uk/Contact-compliments-and-complaints/complimentscommentscomplaints/Complaints.aspx>

- 19.2 Providers shall ensure they have a complaints procedure in place that is published and accessible for Parents who are not satisfied that their child has received the EEF in the correct way, as outlined in this Agreement and in the Early Education and Childcare Statutory Guidance for Local Authorities.
- 19.3 Where the Parent is not satisfied that their child has received EEF properly and has not been able to resolve a dispute with the Provider, the Parent can feedback in writing to the address set out in clause 19.1. or email the EEAC team as set out in clause 20.
- 19.4 If a Parent or the Provider is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

Appeal Process

- 19.5 Providers may be denied approval to offer funded places or have their funding withdrawn for a number of reasons that include quality of care provided, or other factors related to the ability of the Provider to adhere to the framework set out in this Agreement and other relevant documents.
- 19.6 Providers can appeal against a decision to refuse access to EEF, or the removal of EEF by writing in the first instance to the Council's Customer Feedback and Complaints Team at the address in 19.1.

20: Useful Contacts

Early Education and Childcare Team: Tel: 01785 278201 / Email: eeac@staffordshire.gov.uk
Provider enquiries regarding guidelines outlined in the Agreement, Think2 and EYPP eligibility and 30-hour process enquiries.

The EEF Finance Team: Tel: 01785 854009 / Email: eeportal@staffordshire.gov.uk
Enquiries for the EY Portal accounts, submitting claims and payment / statement queries.

Early Years Quality Consultants and Business Support: Tel: 0333 300 1900
Email: enquiries@entrust-ed.co.uk
Contact your district Early Years Quality Support Consultant (Entrust) for early years advice

21: Provider Declaration

Complete the following pages and return the entire Agreement

Provider Agreement 2020 – 2021 Delivering Early Education Funding (EEF) for 2, 3 and 4-year olds.

Please complete this section in BLOCK CAPITALS and in BLACK INK

Provider Name: (childminders must add their name)		
Provider address (include postcode) -where children attend:		
Name of person in charge and position: e.g. manager/ owner		
Person responsible for submitting EEF claims: e.g. bursar/ admin officer		
Telephone Number:		
Email address:		
Funding Start Date - (*only to be completed by providers making application to offer EEF)		
Provider sector (please tick one only)	Privately Owned	
	Voluntary/ Committee run	
	Childminder / Agency	
	Governor Run – LA Maintained School	
	Academy / Free School	
	Independent School	

Provider Type (e.g. Nursery)				
Ofsted Registration Number Not applicable if exempt.				
Correspondence Details / Address: (If different from provider address)				
Telephone number:				
Email				
Please specify the opening hours of the provision.	Monday			
	Tuesday			
	Wednesday			
	Thursday			
	Friday			
	Saturday			
	Sunday			
Number of weeks EEF offered (tick option or specify number of weeks in "Other")	38 weeks		38 & 48 weeks	
	48 weeks		Other	
Places offered and available for Two Year Olds				
Maximum number of 2-year-old places provider offers:				
Current vacancies available for 2-year-olds:				
Places offered and available for Three- and Four-Year Olds				
Maximum number of 3- & 4-year places provider offers:				
Current vacancies available for 3- & 4-year olds:				
Will the provision offer 30 hour places?	Yes		No	

Complete, sign this page and return with the entire Agreement

The person legally responsible for your establishment must sign the following declaration:

- I certify that this provision conforms to all the conditions of eligibility for registration for 2020-2021 and that this Provider will ensure all elements are met.
- I have read carefully the various documents referred to in this Agreement.
- I agree to the terms and conditions in the Provider Agreement 2020-2021.
- Understand that, as a Provider if we fail to meet the conditions set in this Agreement, the Council may terminate funding and / or require repayment of funding the Provider has been paid in respect to the provision of Early Education Funded places.

Provider Name:
Responsible Person
Position:
Signature:.....
Date:.....

Early Education and Childcare Team
Staffordshire County Council, Staffordshire Place 1,
Tipping Street, Stafford,
ST16 2LP

Staffordshire County Council; Office use only:

Application/ Agreement approved
Application/ Agreement rejected
(indicate reason)

.....
.....

Signature of EEAC Representative:
Date:.....