

Early Education and Childcare

**Staffordshire Early Education Funding
Provider Agreement 2025**



© 2025 Copyright Staffordshire County Council. All rights reserved. No part of this agreement may be used, reproduced, stored in a retrieval system, or transmitted in any form or by any means (whether electronic, mechanical, photocopying, recording or otherwise) without the prior written permission of Staffordshire County Council. Completed/ signed copies will be stored by the Council in a secure electronic records management system; Providers also have consent to copy/ scan their signed copy sent to the Council.

Table of Contents

Overview	4
1: Definitions	5
2: Term	8
3: Staffordshire County Council Responsibilities	9
4: Provider Responsibilities	9
5: Age and Eligibility Considerations	10
6: Think2	11
> Eligibility for Think2	11
> Applications	12
> Verification and accessing provision	12
7: Universal Hours – 3 and 4 year olds	12
8: Working Parent Entitlements – from 9 months to 4 years	13
> Fostered Children	15
> Birth Certificates:	16
> Grace periods – Working Parent Entitlements.	17
9: EYPP	18
10: Disability Access Fund	20
11: Flexibility for EEF	21
12: INCLUSION	24
13: Special Educational Needs Inclusion Fund	25
> Social mobility and disadvantage	25
14: Quality	25
15: Financial Accountability / Business Planning	29
16: Charging	33
17: Compliance and Absence	37
18: Dispute Resolution and Termination	40
19: Data Protection Legislation	41
20: General	41
21: Complaints and Appeals	42
22: Appeal Process	43
23: Useful Contacts	43

This Early Education and Childcare Provider Agreement September 2025 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 children aged from 9 months to 4 years (known as **Early Education Funding**) and additional aspects of funding. This agreement applies to:

- **Funding for disadvantaged 2 year olds** – known as Think2 in Staffordshire for a maximum of 15 hours per week over 38 weeks or as 570 hours ‘stretched’ over the year but for fewer hours per week.
- **Universal entitlement - for all 3 and 4 year olds** who are entitled to 15 funded hours per week over 38 weeks or as 570 hours ‘stretched’ over the year but for fewer hours per week.
- **Working Parent Entitlements** – which includes:
 - **Extended 15 hours for 3 and 4 year olds** – an extended 15 hours on top of the universal 15 hour entitlement
 - **From September 2025, 30 hour entitlement, for children aged from 9 months to 2 years** – Eligible families entitled to 30 funded hours per week over 38 weeks or as 1140 hours ‘stretched’ over the year but for fewer hours per week.

3. The Agreement is applicable to the following Provider types and their Ownerships who are on Ofsted’s Early Years Register:

- 3.1 Day nurseries (includes school run provision whether it is separately registered with Ofsted or exempt from registration),

- 3.2 Pre-schools
- 3.3 Wraparound / Out of School Care (on the EY register).
- 3.4 Childminders Registered with Ofsted or a childminder agency, Childminder Without Domestic Premises, Childcare on Domestic Premises and childminder agencies,

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

4. The Early Years Foundation Stage for both group-based provision and childminders 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 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. 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.

“Early Years Team” means Council's main contact for EEF enquiries and support.

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

“EEF” means Early Education Funding <https://www.staffordshire.gov.uk/eef> (general term for funded places for all eligible aged children).

“EEF Review Group” means Council decision making on support and appeals.

“EEF Team” means Early Education Funding Team (Finance) for payments.

“EYFS” means Early Years Foundation Stage for both group/school based provision and childminders:
<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-funding-2025-to-2026>

“EYPP” means Early Years Pupil Premium; www.staffordshire.gov.uk/eypp

“EY Portal” means the system the Provider validates codes and submits EEF claims;

“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.
Childcare Act 2006; Childcare Act 2016.

Equality Act 2010.

School admissions Code.

Early Years Foundation Stage: for childminders and group based.

Early Years Entitlements: local authority funding operational guidance.

The Childcare (Early Years Provisions Free of Charge) (Extended - Entitlement) Regulations; and

SEND Code of Practice: 0-25 years;

“SSCP” means Staffordshire Safeguarding Children’s Partnership: (policies <https://www.staffsscp.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, employees, agents, sub-contractors, volunteers and other persons working for the Provider including those either paid or unpaid.

“Think2” means 15 funded hours for disadvantaged 2 year olds in Staffordshire – <https://www.staffordshire.gov.uk/think2>

“Universal Entitlement” means all 3 and 4 olds are entitled to the equivalent of 15 funded hours per over 38 weeks.

“Working Parent Entitlements” funding for working parents with children from 9 months to 4 years.

**“Working Together to
Safeguard Children”**

means’ A guide to multi agency working to help, protect, and promote the welfare of children’ <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 reviewed at: 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 from 1st September 2025 and will only be reviewed if there are changes in legislation. The agreement may be amended by Addendum such as for procedural matters. The Council will advise Providers if an Addendum will be implemented and aligned to the Agreement.

2.2 The Provider must comply with all the terms set out in this Agreement in order to access and continue to receive EEF.

2.3 There is no requirement for Providers to cater for all the age groups specified in this Agreement. Providers must adhere to the age specifications in their Ofsted registration.

2.4 Failure to comply with the terms of this Agreement may result in EEF being withheld or the termination of EEF from the Provider.

2.5 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 could be interpreted that the Provider no longer supplies EEF to families, and funding could be withdrawn.

2.6 If the Provider is a new registration or registering for EEF of the first time, 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

This agreement is appended to statutory guidance from the Department for Education that outlines the duties on English local authorities pursuant to section 2 of the Childcare Act 2016 and sections 6, 7, 7A, 9A, 12 and 13 of the Childcare Act 2006.

3.1 The Council must secure an Early Education Funded place for eligible children in its area.

3.2 The Council will work in partnership with Providers, stakeholders and professionals 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 SEND, as well as their expectations on Providers.

3.4 The Council shall contribute to the safeguarding and 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 the safeguarding and the welfare of children attending their provision as set out in the section of the EYFS for safeguarding and welfare requirements. The Provider should also refer to the government's "Working Together to Safeguard Children" document as outlined in Definitions: 1.1 of this Agreement.

4.2 The Provider shall deliver the funded entitlements consistently, so that all children receive the same quality and access to provision, regardless of whether they access and pay for additional hours, services or consumables or just attend for funded hours.

4.3 The Provider shall be clear and communicate to all Parents in advance of a placement information about the days and times that funded places can be accessed along with fee information for non-funded hours, food, consumables and other services.

4.4 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.

4.5 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 so that Parents are aware of the benefits of having regular attendance.

Information should be shared where appropriate and in accordance with the Data Protection Legislation.

4.6 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.

4.7 Providers will complete a 'Progress Check at Age Two' for children in their care and provide Parents with a short-written summary of their child's development in the prime areas. This should be in line with the requirements detailed in the section of the EYFS for 'Progress check at age two'. Information can be found at: www.staffordshire.gov.uk/integratedreviews

5: Age and Eligibility Considerations

5.1 It is the responsibility of the Provider to check original copies of relevant documentation to confirm a child has reached the eligible age for a funded placement or is confirmed eligible for the applicable funded entitlement. Providers are also responsible to ensure they are clear about when the Working Parent Entitlement eligibility codes are valid for and when they could expire. See section for Working Parent Entitlements.

5.2 Providers must ensure Parents understand and sign the current Parent Declaration and Privacy Notice before EEF commences and to meet GDPR requirements. The form is downloadable from: www.staffordshire.gov.uk/parentdeclaration

5.3 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 of 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 funded hours as local authorities can meet their duty to secure early education through reception class provision.

6: Think2

6.1 Families will need to meet the eligibility criterion which can be found at: www.staffordshire.gov.uk/think2. Eligible families can receive up to 15 hours per week over no fewer than 38 weeks or as 570 hours stretched over more than 38 weeks of the year but fewer funded hours per week.

Eligibility for Think2

6.2 The age periods for when a child could become eligible for Think2 are as follows:

- Child turns 2 years old between 1st January and 31st March could be eligible from 1st April or at any point after.
- Child turns 2 years old between 1st April and 31st August could be eligible from 1st September or at any point after.
- Child turns 2 years old between 1st September and 31st December could be eligible from 1st January or at any point after.

6.3 Some Parents eligible for Think2 could also be eligible for the Working Parent Entitlements. This means Parents who are confirmed eligible For the Working Parent Entitlement could receive an additional 15 hours-worth of funding in addition to Think2 (up to a maximum of 1140 hours per year). The application process for Working Parent Entitlements is undertaken by Childcare Choices (see from clause 8.1).

Applications

6.4 Can be submitted by parents:

6.4.1 Online www.staffordshire.gov.uk/think2 - click on 'Apply Online' for benefit related criteria, successful applicants will receive an eligibility code. Parents must give the code to their Provider.

6.4.2 With consent, Staff and Professionals can support eligible families to apply for Think2 via an assisted application through the link in 6.4.1. Providers can also make an assisted application via their EY Portal account.

6.4.3 Parents who could be eligible through the non-economic criteria as outlined via the link in 6.4.1, must provide evidence so eligibility can be checked. Evidence can be uploaded via the online application process or by contacting the Early Years Team

Verification and accessing provision.

6.5 No exceptions will be made for Providers who have accepted children without an eligibility code.

6.5.1 The Council will fund any eligible child attending a Staffordshire Provider. For families residing outside of Staffordshire the Provider can support an online application or contact the Early Years Team with any other proof of eligibility from another local authority so a Staffordshire code can be generated.

6.5.2 The Provider should add the Staffordshire eligibility code to the relevant section of the parent declaration form for future reference.

6.5.3 It is the Provider's sole responsibility to confirm a child's date of birth and proof of address and notify the Early Years team immediately of any anomalies. Retaining copies of birth certificates is not required and could be breach the Crown copyright

6.5.4 Think2 funding shall remain in place until the child becomes eligible for the Universal Entitlement from the term after turning 3 years old as set out in clause 7.1.

7: Universal Hours – 3 and 4 year olds

7.1 All 3 and 4 year olds, including children who move to England from another country, become eligible for the universal 15 hours of EEF across 38 weeks per year (or as 570 hours-

stretched over more than 38 weeks of the year but for fewer hours per week) from the term after the child's third birthday, regardless of their financial circumstances:

The dates for when a child could become eligible for the Universal Hours are as follows.

Child:

- turns 3 years old between 1st January and 31st March - could receive funding from 1st April or at any point after.
- turns 3 years old period between 1st April and 31st August - could receive funding from 1st September or at any point after.
- turns 3 years old period between period between 1st September and 31st December – could receive funding from 1st January or at any point after.

7.2 Parents do not need to meet a criterion nor apply for funding; Parents simply need to make arrangements to access a placement with their Provider who will then claim EEF on the family's behalf. More information can be found on the Council website at:

www.staffordshire.gov.uk/eef.

8: Working Parent Entitlements – from 9 months to 4 years

8.1 Families could be eligible for Working Parent Entitlements if the following conditions are met:

- The child has attained the relevant age; and,
- The child's Parent has a positive determination (eligibility code) from Childcare Choices
 - **Foster carers** will make their application to the Early Years Team and not Childcare Choices, see from clause 8.12 to 8.16.
- Parents eligible for the Working Parent Entitlements could receive up to 30 hours per week over 38 weeks, or 1140 hours as 'stretched' over more weeks per year but fewer hours per week, from the term after the conditions have been met as in clause 8.3 and 8.4.

8.2 Parents must register and make an application to confirm eligibility on the HMRC website www.childcarechoices.gov.uk. Childcare Choices (who check and confirm eligibility) will send eligible Parents a code via their registered Gateway Account.

8.3 **From September 2025, 9 month olds to 2 year olds** could be eligible for up to 30 hours per week (or 1140 hours stretched across the year but for fewer hours per week) from the term after turning 9 months old, as follows:

- Child turns 9 months between 1st January and 31st March could be eligible from 1st April.
- Child turns 9 months between 1st April and 31st August could be eligible from 1st September.
- Child turns 9 months between 1st September and 31st December could be eligible from 1st January.

8.4 A child is only entitled to start the Working Parent Entitlement **from the term after** the Parent(s) have met the eligibility criteria and received a valid eligibility code for an age eligible child, so long as the code remains valid on:

- 31 March to take up a place during the term beginning 1 April
- 31 August to take up a place during the term beginning 1 September
- 31 December to take up a place during the term beginning 1 January

This is also applicable when parents have been accessing the Working Parent Entitlement but fall out of eligibility and have to re-apply to Childcare Choices.

8.5: 2 year olds who meet the eligibility criteria for both the disadvantage entitlement (Think2) could also be eligible for the Working Parent Entitlement and therefore could receive up to 30 hours of funded childcare. Where this can be determined, local authorities have a duty to fund the first 15 hours of EEF under the disadvantaged entitlement (Think2). Where possible, if a Provider believes that a child could be eligible for the disadvantaged element, Parents should be encouraged to apply for Think2.

Parents of 2 years olds who are eligible for both Think2 and Working Parent Entitlements could have an eligibility code for each entitlement and Providers must claim the first 15 hours as Think2.

8.6: **3 and 4 year olds** who are in receipt of the Universal Hours could receive an additional 15 hours of EEF if the family meets the Working Parent Entitlement criteria as confirmed by Childcare Choices. This could be up to 30 hours per week over 38 weeks, or 1140 hours as 'stretched' over more weeks per year but fewer hours per week.

8.7 Providers **must** verify the eligibility code with the Council (via the EY Portal) before confirming to the Parent that funded hours can be accessed at the provision.

The Council will confirm the validity of eligibility codes through the national eligibility checker to allow the Provider to offer a funded place for working families. No exceptions will be made for Providers who have accepted children without an eligibility code.

8.8 Parents who need assistance to apply or wish to dispute an eligibility decision can contact the HMRC Customer Interaction Centre on 0300 123 4097, who have their own review and appeals process.

8.9 The Provider must ensure the Parent completes the relevant fields in the Parent Declaration Form and Privacy Notice.

8.10 Parents will be prompted by HMRC every three months to reconfirm their eligibility. Parents who do not confirm in time will fall into a 'grace period' funding. See from clause 8.18.

8.11 The Council will complete batch checks six times per year to review the validity of eligibility codes for children who qualify for the Working Parent Entitlement. Providers can review the current or upcoming status of codes through their Expiration Dashboard in their EY Portal account.

Fostered Children

8.12 Children aged 9 months to 4 year olds in foster care will also be eligible for the Working Parent Entitlements providing the following criteria are met:

- children in Foster care have attained the relevant age
- In a single foster parent family, the foster parent has additional paid employment or is self-employed, outside of their role as a foster carer.
- In a two foster parent family, when both partners are foster carers, both must have additional paid employment or be self-employed outside their role as foster carer. There is no minimum income requirement for either foster carer; and each foster carer does not expect their adjusted net income to exceed £100,000. Foster carers may also qualify if one partner engages in paid work and the other partner receives certain qualifying benefits.

- The Council is satisfied that the additional childcare hours are consistent with the child's care plan (PEP).
- Other than the application and reconfirmation process and the minimum income requirement, all other eligibility criteria and provisions apply to children in foster care taking up the Working Parent Entitlement in the same way as they do to all other children.

8.13 The responsible authority (with corporate parental responsibility for the child) will process applications completed by the foster carer and signed off by the designated person (in Staffordshire this could be the social worker). The application will be sent to and verified by the Early Years Team to check the qualifying criteria. Applications for fostered children must not be made via Childcare Choices as outlined in clauses 8.1 and 8.2.

8.14 Once an eligibility code has been generated by the Council, eligibility will need to be reconfirmed every 3 months. However, the reconfirmation process for foster carers is handled by the Council and not Childcare Choices. Further information for foster carers and social workers can be found at: www.staffordshire.gov.uk/30hours

8.15 Parents who adopt children or have special guardianship will need to follow the process of applying to Childcare Choices. See clause 8.2.

8.16 Foster parents who are not happy with the eligibility outcome and wish to dispute or appeal can write to the Early Years Team at eeac@staffordshire.gov.uk

Birth Certificates:

8.17 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 application stage for the Working Parent Entitlements.

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

Grace periods – Working Parent Entitlements.

8.18 A child will enter the grace period when the child's Parent(s) cease to meet the eligibility criteria for the Working Parent Entitlements as determined by Childcare Choices and set out in the current Early Education & Childcare Funding Statutory Guidance.

8.19 A child will be funded in the grace period until the end of the funding block (31 March, 31 August, 31 December), if a child becomes ineligible during the first half of a funding block, as seen in the below table.

8.20 A child will be funded in the grace period until the end of the following funding block or for as long as the child remains under compulsory school age (whichever is shorter), if a child becomes ineligible in the latter half of the funding block (up to the last day of the funding block).

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

8.21 Children cannot access the Working Parent Entitlements at a Provider when the family are already in the grace period. This includes the following scenarios:

- Where a Parent falls into their grace period before the child starts their EEF hours.
- Where a Parent falls into their grace period whilst their child is attending a Provider for their entitlement, and the parent then moves the child to a different provider whilst in their grace period.

These scenarios are also applicable for a child who was eligible at the time the Provider submitted a funding claim or agreed to a placement, but afterwards the child entered the grace period before becoming starting their EEF hours at the Provider.

8.22 In exceptional circumstances, The Council has the discretion to extend the “grace period” set out in clause 8.20 for a short time, i.e. if a Parent has been forced to leave their home and paid employment for example; where a Parent is a victim of domestic abuse or other emergency situations, or the child moves from the Provider as they are rated Inadequate,

closes or Parent is fleeing other crime. Providers should advise the EEF Finance team in such cases.

8.23 Parents of 2 year olds who fall out of eligibility for the Working Parent Entitlement could become eligible for Think2. Providers should encourage Parents to apply at: www.staffordshire.gov.uk/think2. Parents of 3 and 4 year olds who fall out of eligibility of the Working Parent Entitlements can still access the Universal Entitlement of 15 Hours.

8.24 Parents of children who are under 2 year olds and who fall out of eligibility of the Working Parent Entitlements will have to pay for their childcare if the child continues to attend the Provider. Parents should be signposted to Childcare Choices to review if they could be eligible for any other support with childcare costs.

9: EYPP

9.1 Additional funding is available to support early education for eligible children aged 9-months to 4 year olds for up to 570 hours a year. This is accessible for children:

- aged 9 months to 2 years for the first 15 hours of the Working Parent Entitlement,
- parents accessing Think2 for 2 year olds, or
- 3 and 4 year olds on the 15 Universal Hours.

The criteria and application process can be found at: www.staffordshire.gov.uk/eypp.

9.2 Eligible children do not need to be accessing the full 15 hours to access EYPP.

9.3 EYPP will be paid against the number of hours a child attends up to a maximum of 15 hours. For example, if a child only attends for 8 hours this is how many hours EYPP will be paid against.

9.4 EYPP will be paid as follows:

- Where a child is claiming the Universal Entitlement or Think 2, EYPP will only be payable to an eligible child on those hours.
- Where a child under 3 year olds is attending one Provider for the Working Parent Entitlement only – EYPP will be paid on 15 hours.
- Where a child is claiming Working Parent Entitlement over more than one Provider, the Council will determine an equitable split across the Providers.

9.5 Providers can apply for EYPP for eligible children through the normal headcount task process via the online EY Portal. For non-economic claims manual applications can be made and submitted at any time. Non economic claims are applicable to the following children and the application form can be found via the link in 9.1:

- have been adopted from local authority care
- have left care through a special guardianship order
- have left care through a child arrangements order

9.6 EYPP can start (if applied for) from the term after a child becomes age eligible for EEF and has met the required criterion for the applicable EEF entitlement. Eligibility checks on new applications for EYPP will not be made more than a term in advance of the child taking up their EEF entitlement, this is in case the Parent circumstances change.

9.7 The Provider is responsible for identifying eligible children for EYPP and gaining permission from Parents to apply. Providers and Parents should complete the EYPP section of the Parent Declaration and Privacy Notice.

9.8 Payments for EYPP will be aligned to the payment option selected by the Provider for EEF.

9.9 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.

9.10 Children receiving funding through Think2 or the Universal Entitlement for 3 and 4 year olds will continue to receive EYPP (if eligible) whilst they attend a Provider. However, children eligible for EYPP and accessing the Working Parent Entitlements for 9 months to 2 years old, will continue to receive EYPP only if the Parent remains eligible for the Working Parent Entitlement.

9.11 EYPP funding will follow the child in accordance with EEF as outlined in clause 17.6.

9.12 Providers must not use EYPP as a top up to the hourly EEF rate Providers receive. Guidance on how providers can use EYPP is found in the link noted in clause 9.1.

9.13 EYPP can be claimed by Providers rated by Ofsted as 'Outstanding', 'Good', 'Requires Improvement', 'Met' and yet to be inspected, and for childminders under a Childminder

Agency rated Effective. 'Inadequate', 'Not Met', and the new school ratings for 'Requires Significant Improvement' and 'Special Measures' rated Providers may have EYPP withdrawn as soon as is practicable in accordance with clauses 14.7, 14.10 and 14.12 to 14.20.

9.14 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.

9.15 Children aged 4 attending a primary school reception class are not eligible for EYPP.

10: Disability Access Fund

10.1 DAF can be used to support Providers in making reasonable adjustments to their setting and / or helping with capacity. Children need to be attending the provision for EEF and claim the Disability Living Allowance (DLA).

10.2 DAF is available to support access for eligible children claiming EEF for up to a maximum of 570 hours a year. DAF is paid against:

- aged 9 months to 2 years for the first 15 hours of the Working Parent Entitlement,
- parents accessing Think2 for 2 year olds, or
- 3 and 4 year olds on the 15 Universal Hours.

The criteria and process can be found at: www.staffordshire.gov.uk/daf

10.3 Children could be identified for potential DAF eligibility when completing the DLA field of the Parent Declaration and Privacy Notice.

10.4 Children aged 4 attending a primary school reception class are not eligible for DAF.

10.5 Providers will claim DAF via the EY Portal, where the reason for the spend must be noted and proof of eligibility will be supplied in the form of a copy of the child's DLA letter.

Without the DLA Letter applications will be declined. The Council will confirm to the Provider the outcome of an application.

10.6 Where the child is claimed for the first 15 hours of EEF at more than one Provider, the Parent must nominate which Provider should receive DAF.

10.7 For Providers to claim DAF the child in question must be currently in attendance. Retrospective applications will not be considered for children who have left the provision.

10.8 Providers have six months in which to spend DAF from the date an application was confirmed as eligible by the Council. This is to ensure DAF is spent to support the child it was claimed for within a reasonable timeframe. The Council will randomly audit a selection of Providers to verify the proper use of DAF. This will mostly occur via a desktop process.

10.9 DAF must not be used as a top up to the hourly EEF rate Providers receive.

10.10 If a child receiving DAF moves from one Provider to another, the new setting is not eligible to receive DAF funding for this child until the anniversary of the first payment has passed.

10.11 DAF will not be recouped by the Council if a child leaves, but where DAF monies have not been spent by the original Provider that claimed DAF, the Council will mediate between Providers to encourage monies or applicable resources can be transferred to a new Provider for the benefit of the child/ren.

10.12 Subject to The Schools and Early Years Finance (England Regulations 2023): Regulations 14 and 25, DAF cannot be claimed by early years provision that is part of a Special School.

11: Flexibility for EEF

11.1 Providers should be mindful that Parents should be able to access EEF that best supports their child's learning and enables Parents to work. Providers must make information about their EEF offer, admissions criteria and any other policies available to Parents prior to the agreement of a placement at the provision.

11.2 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.

11.3 If the Provider is unable to offer the full number of hours for any entitlement, the Provider shall inform Parents that they can take the remainder of their funding with another Provider. Parents do not have to access all the funded hours they could be entitled to.

11.4 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 listed in clause 3 of the Overview. Providers must ensure Parents whose 3 or 4 year old is accessing a 30 hour place between multiple Providers have identified the Provider/s that will claim for the Universal Entitlement should the family fall out of eligibility for the Working Parent Entitlement. Similarly, for 2 year olds accessing 30 hours via both Think2 and the Working Parent Entitlement, Parents should identify the Provider/s who will claim Think2 should the eligibility lapse for the Working Parent Entitlement. It is the Parent who has the discretion who the nominated Provider(s) is to claim Think2 or the Universal Entitlement.

11.5 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
- Parents can access a maximum of two sites in a single day.
- The minimum number of days the full weekly entitlement can be taken is across two days for children eligible for 15 hours, or 3 days for children eligible for 30 hours.

EEF can be offered:

- Up to 52 weeks of the year known as 'stretched', this is fewer funded hours per week but the maximum entitlement is supplied across more weeks of the year. An example of a stretched offer (instead of 30 hours over 38 weeks) 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.

11.6 Providers are not required to offer all available entitlements, nor are they required to offer EEF on a particular day of the week or at particular times.

11.7 Parents should be aware that the entitlement to a funded place does not offer a guarantee of a place at any one provider or a particular pattern of provision.

11.8 To meet the requirements of flexibility, where possible, Providers are encouraged to offer-EEF as stretched, beyond the minimum 38 weeks. But this is at the discretion of Providers. Providers can also be flexible to meet the varying needs of Parents, whereas some Parents may access EEF as 38 weeks other Parents could access EEF as stretched at the same provision.

11.9 Parents can only change to a stretched offer from 38 weeks (or vice versa), at the beginning of a new term if still attending the same provider. Providers should refer to clause 15.15 regarding considerations when children move from 38 weeks to stretch funding, or vice versa.

11.10 Providers should ensure that children are able to take up their funded hours in continuous blocks if they wish to, and there should be no chargeable artificial breaks in the EEF hours. For example, a provider should not offer 10am to midday and 1pm to 3pm as EEF hours and offer only private paid hours in between.

11.11 Children starting partway through a term should be offered EEF based on the number of funded hours and weeks left in the term. Providers may need to confirm what entitlements the child has left either from the previous Provider or the EEF Team.

11.12 Parents and Providers cannot compress funded hours i.e. a Parent cannot take more than the applicable 15 or 30 hours per week over fewer than 38 weeks of the year. In addition, Parents and Providers cannot bank funded hours to use later in the year that would exceed the maximum 15 or 30 hours per week allowed.

11.13 The Council will undertake sufficiency audits with Providers twice a year in autumn and summer terms, via an online survey. This will support sufficiency and inform Parents of the availability of childcare in the area as required as per the Childcare Act 2006 (Provision of Information to Parents) (England) Regulations 2007.

11.14 Providers should be aware they can choose not to offer EEF and can opt out at any time. Providers should refer to clause 15.7 with regards to repayments for overclaims.

12: INCLUSION

12.1 The Council will strategically plan support for children with SEND to meet the needs of all children in its local area as per the SEND Code of Practice. This sets out the details of the legal requirements under the Children and Families Act 2014 for local authorities to publish a Local Offer.

12.2 The Local Offer must set out in one place, comprehensive information about provision they expect to be available across education, health and social care for children and young people in their area who have SEN or are disabled, including those who do not have EHC plans.

12.3 Providers must be aware of their duties in relation to the SEND Code of Practice 0-25 and Equality Act 2010. Local authorities and other listed public authorities (which include local authority-maintained schools and academies) must comply with the public sector equality duty (found in the Equality Act 2010-section 149) which sets out the 3 “equality needs” that they must have due regard to when making decisions:

- to eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act.
- to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- to foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

While private, voluntary and independent settings are not bound by the public sector equality duty which applies to public authorities, the principles of equity and justice underpinning the law should be applied as good practice. Where provision is overseen or advised by the local authority or a partnership with local authority membership, the local authority will have responsibility to ensure the duties are fulfilled.

12.4 Providers shall be clear, transparent and consistent 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.

12.5 The Council’s SEND Local Offer and policies/ procedures can be reviewed at:

www.staffordshireconnects.info/kb5/staffordshire/directory/localoffer.page?localofferchannel

≡0

13: Special Educational Needs Inclusion Funding (SENIF)

13.1 To support settings to meet the requirements of The SEND Code of Practice 0-25 the Council provides an Early Years Area Senco (part of the Early Year's Inclusion Team) service as part of the SEND Local Offer to facilitate providers to support children in their settings presenting with additional needs. Information can be found at:

www.staffordshire.gov.uk/eysenis

13.2 Providers are required to follow the Graduated Approach outlined by the Council to access the SEN Inclusion Fund (SENIF) to support children presenting with additional needs with learning and development. <https://www.staffordshire.gov.uk/Education/Access-to-learning/Graduated-response-toolkit/Graduated-response.aspx>

13.3 Providers can access guidance and how to support an application for SENIF for children aged 9 months to 4 years who are accessing EEF: <https://www.staffordshireconnect.s.info/kb5/staffordshire/directory/advice.page?id=DIKPJS9vcCM>

Social mobility and disadvantage

13.4 Providers and the Council should ensure that Providers and Parents are aware that the EYPP (see section 9) provides additional funding to providers to support the quality of early education for eligible children taking up EEF entitlements. DAF supports eligible, disabled children's access to the entitlements (section 10).

14: Quality

14.1 The EYFS statutory framework is mandatory for all Ofsted registered Providers on the EY Register and schools that provide early years provision. The EYFS for both childminders and group / school-based provision sets the standards that the Provider or Childminder 'Agency' must meet to ensure that children learn and develop well and are kept healthy and safe.

14.2 The Council should rely on Ofsted's inspection judgement of the provider or the childminder agency, or the childminder agency's reasonable opinion of the childminder, as the sole benchmarks of quality.

14.3 Providers judged by Ofsted as 'Good', 'Outstanding', 'Met', or a Childminder Agency is rated 'Effective', or childminders registered with a Childminder Agency who meet the required quality, or any Provider who is yet to be inspected, can provide EEF places for any eligible children.

14.4 Providers who receive a 'Requires Improvement' rating from Ofsted or Agency, can claim EEF for children eligible for the Universal Entitlement or Working Parent Entitlements. But Providers rated 'Requires Improvement' will only be funded for new and eligible Think2 children if sufficiency data shows there are not sufficient places for disadvantaged 2 years olds in the area.

14.5 The Council has the discretion to continue funding any eligible Think2 children still in attendance and that the Provider had claimed EEF for prior to the 'Requires Improvement' report publication.

14.6 If a Provider receives two consecutive 'Requires Improvement' ratings from Ofsted or Childminder Agency, or any version of consecutive ratings below 'Good', the Provider may have funding removed for all eligible Think2 children pending review of local sufficiency.

14.7 If the Provider receives an Ofsted rating of 'Inadequate' or 'Not Met' the Provider could have their funding removed for all EEF eligible children as soon as is practicable once the Ofsted inspection report is published. The Council can support Parents in finding alternative provision for children eligible for EEF.

14.8 The Council has the discretion to continue to fund some EEF children but only those who are age eligible and for whom a claim was submitted for funding prior to Ofsted's publication of the 'Inadequate' or 'Not Met' report. This would be to assist families and children for the continuity of care, or if there is not sufficient childcare in the area.

14.9 The Council will inform Providers by letter of any funding conditions related to clauses 14.4, 14.5, 14.6, 14.7, 14.8, 14.10, 14.12, 14.13, 14.14, 14.17, 14.18, 14.19, 14.21 and 14.20.

14.10 In the event the Council continues funding some EEF children as outlined in clause 14.4, 14.5 and 14.8, Providers rated Requires Improvement, 'Inadequate' or 'Not Met' will not be authorised to claim for any new and EEF eligible children for whom a claim was not submitted for funding prior to Ofsted publishing the inspection report. The Provider is responsible for immediately ensuring that Parents are informed of the outcome of the

inspection report and implications regarding EEF places. On occasions the Council may deem it appropriate to directly inform Parents of the removal of EEF and the reasons why.

14.11 A Provider who is rated 'Inadequate', 'Not Met' or 'Requires Improvement', should engage with the delegated Early Years Improvement Consultant and attend training as identified in Ofsted's or Childminder Agency actions to improve the rating. Providers should be aware they do not have to access training offered by the Council, but should be mindful of the requirement to have knowledge of the Staffordshire Safeguarding Children Partnership processes: <https://www.staffsscp.org.uk/>

14.12 If the Provider has consecutive 'Inadequate' or 'Not Met' ratings (or any variation of the two ratings) from Ofsted or Childminder Agency, the Provider will have funding terminated from the date the inspection report is published or as soon as is practicable, but allowing time for Parents to find alternative provision. The Council may also suspend funding for an 'Inadequate' or 'Not Met' Provider if they fail to engage with the Early Years Improvement Consultant.

14.13 Following a second consecutive 'ineffective' Ofsted inspection judgement, the Council will only continue to fund the childminders registered with the agency if they have been assessed as being of acceptable quality and Ofsted has not identified any concerns about the childminder agency's assessment arrangements and shall endeavor to treat all of the childminder agency's other providers in a comparable way to Ofsted-registered providers with equivalent judgements. Subject to this, it is for the Council to determine an appropriate timeframe if withdrawing funding. When withdrawing funding, the Council shall take into account the continuity of care for children who are already receiving EEF at an agency childminder.

14.14 If a Provider is suspended by Ofsted the Council will suspend EEF at the Provider from the date of suspension. Funding will be reinstated from the date the suspension is lifted but EEF will not be back dated for the period of suspension as the provider was not able to operate due to the suspension. Immediate termination or suspension of EEF could occur when concerns are raised relating to child protection and safeguarding at the Provider where the Local Area Designated Officer (LADO) or Police raise concerns about the safeguarding and welfare of children attending the provision.

14.15 The Council will accept evidence such as an Ofsted or Childminder Agency inspection 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 next inspection. If a new Agreement has been released during a period of EEF restrictions, a Provider will need to complete, sign and return the new Agreement for EEF to be reinstated.

14.16 The Council will consider information from Ofsted about a Provider before agreeing for EEF to commence for a new Provider. This includes reviewing the recent history on quality, ownership or at an address of the Provider.

14.17 The Council has the discretion to remove funding within the parameters outlined in clauses 14.4, 14.6, 14.7, 14.10 and 14.12 if assessment undertaken by a Childminder Agency deems the childminder is not of the level of quality to offer EEF.

14.18 If a Provider or Childminder Agency is under investigation by Ofsted or the Council's LADO service, Police, or any Council other than Staffordshire due to concerns that include the safeguarding and welfare of children due to extremism (Providers should refer to the government's "Prevent" Duty documentation as advised in clause Definition 1.1), the Council has the discretion to suspend funding to safeguard children during this time. A decision will be made by the EEF Review Group if funding will be reinstated based on the evidence and outcome of such an investigation.

14.19 The Council will not fund Providers if it has reasonable grounds to believe a Provider:

- is not meeting the independent school standard in relation to the spiritual, moral, social and cultural development of pupils.
- is not actively promoting fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
- is promoting as evidence-based views or theories which are contrary to established scientific or historical evidence and explanations.

14.20 The Council will work with services such as the Virtual School, to determine if a vulnerable child or LAC claiming EEF should be removed from a Provider who is rated 'Inadequate' or 'Not Met', or is a school setting judged as 'Significant Improvement Required' or is in 'Special Measures', or attending a childminder registered with a Childminder Agency who is rated 'Ineffective' or the agency assessment determines a childminder is not at the level of quality required.

14.21 Providers rated by Ofsted as 'Outstanding' should be encouraged to work with other local Providers to support and maintain quality.

14.22 The Council should take appropriate action to improve the quality of provision at a local authority-maintained school which has been judged by Ofsted to 'Requires Significant Improvement' or has been placed in 'Special Measures'. Because of the different relationship between local authorities and the schools they maintain, including the duty for the authority to maintain the schools, there are some differences in the way the entitlement regulations apply to maintained schools compared to other providers. In particular:

- local authorities are not required to include provision in their arrangements with maintained schools, enabling the local authority to terminate the arrangements in certain circumstances including if the provider does not achieve the specified Ofsted judgements
- the requirements that local authorities can impose on maintained schools are not limited by the entitlement regulations

14.23 Decisions to remove funding for all other ownership types such as private/ limited company, voluntary, committee/ charity led, academy/ free school, childminder/ childminder agency/ Childminder Without Domestic Premises or independent provision, is discharged to the Council as per the Statutory Guidance.

15: Financial Accountability / Business Planning

15.1 Providers will be registered to use the online EY Portal to submit headcount tasks. Providers are responsible for submitting claims within the times and periods requested by the EEF Team. Providers should consider checking how many funded hours a child has left if they have moved from another Provider where the child accessed EEF. Please refer to clause 15.15 for further considerations.

15.2 Providers who have multiple sites that offer EEF places, must submit claims for children under the correct site / funding 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.

15.3 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 could be made a minimum of 6 times per year (usually 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 (from September).

15.4 The Council will conduct desktop audits with Providers at appropriate times of the year to determine correct processes and administration related to funding claims are being adhered to by Providers. Selected Providers will be contacted by the EEF Team to supply information as requested on parental declarations and attendance registers.

15.5 Providers must allow for representatives of the Council that could include the EEF Team and / or the Early Years Compliance Officer, to visit the premises at reasonable times and make available records upon request as part of an EEF fiscal and compliance audit. This will ensure that the Provider is using public funds such as EEF 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 Provider audit visit could be based on a random selection or due to evidence-based anomalies from desktops audits or trends in parental enquiries. The Council will give prior notice for audit visits. Non-compliance by a Provider to agree to an audit visit or has cancelled an arranged visit for a third time, a review into suspending EEF at the Provider will be considered until the audit has been completed.

15.6 For items related to DAF the Council may request proof about how it has been used and/ or what a Provider has purchased with DAF. This could entail reviewing receipts/ invoices for items that have been purchased with DAF. Guidance on what funding can be used is found via the links in clause 10.1.

15.7 Any over-claimed monies for EEF places will be claimed by the Council. This is particularly relevant for clauses 11.14, 15.4, 15.5, 15.6, 15.8, 15.11, 15.12, 15.15, 15.16, 15.17, 15.21, 17.1, 17.2, 17.2, 17.12, and 17.14 will be reclaimed by the Council.

15.8 Where an audit or investigation finds evidence a Provider has submitted any fraudulent EEF claim and received payment, the Provider will have their Agreement terminated only allowing time for families to find alternative childcare. The Provider will then be removed from offering EEF and could be reported to the appropriate authorities where there is evidence to support doing so.

15.9 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, except where the Provider is a sole trader, for example a childminder or limited company.

15.10 Providers must securely retain records regarding children for whom EEF was claimed. Retentions periods should be aligned with ICO and Data Protection Legislation, see clause 19.

15.11 Providers can only submit claims for children who are already age eligible or will be age eligible as per the published headcount tasks schedule and attending the Provider for the hours agreed.

15.12 The 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 and from 2026 it is proposed that the census will be on a termly basis. Advanced notice will be given to Providers; failure to complete and return the Census in full and within the timeframe stated by the Council could result in funding to the Provider being withheld until the Census is completed in full and returned to the Council.

15.13 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 prior to the start of the financial year and can be reviewed in the FAQ found at: www.staffordshire.gov.uk/eefsupport. Further information about the EYNFF is found in the DfE's Early Years Entitlements: local authority funding operational guidance.

15.14 Providers must confirm to Parents how many hours per week they will receive EEF.

15.15 If a Provider supplies EEF as 38 weeks then funding **must** be claimed as and invoiced to Parents as 38 weeks. The same principle applies when EEF is supplied to families as stretched, funding must be claimed and invoiced to Parents as stretched and not 38 weeks. Providers who do not supply EEF to families in the same manner as they claim could be subject to either underclaiming or overclaiming EEF if a child leaves during the term and the correct adjustment is not processed to the applicable amendment or headcount task.

15.16 Providers should be aware that there could be occasions when a child changes from accessing EEF as stretched in one term to a 38 week offer (or vice versa) the next term, the child's annual entitlement could be used up before the end of the third term in a 12 month period. This is due to certain term periods using up more funded hours depending on how many weeks funding is claimed for.

For example: children who access the full entitlement as stretched in summer term but change to a 38 week offer in autumn term, could mean in spring term the child does not have enough hours left to see them through until the end of spring term, particularly if a child has left. More information is available at: www.staffordshire.gov.uk/taskspaymentsexplained

15.17 Providers have discretion over how many weeks they offer stretched funding across the year i.e. this can be over 48, or 49, or 50 weeks and so on. 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. This means if a Provider offers stretch over any number of weeks other than 48, Providers need to calculate how many funded hours they supply each week to Parents.

15.18 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 webpage: www.staffordshire.gov.uk/eefsupport

15.19 The Provider is responsible for submitting timely and accurate information no later than the deadlines outlined by the Council or partners, including but not limited to, funding and adjustment tasks, census and sufficiency data, parental declarations, audit documentation and invoices, as per the financial guidelines of the Council. Providers failing to do so could have EEF payments delayed.

15.20 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 by the Dedicated Schools Grant.

15.21 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). For Providers who do not comply with the recovery process for overclaimed EEF could see monies being reclaimed by the Council through adjusting claims at another provision in Staffordshire which is owned by or a subsidiary of same company, sole trader or organisation.

16: Charging

16.1 EEF must be delivered from the outset of children becoming eligible for EEF hours and attending the provision, even if the Provider has yet to submit a funding claim. In addition, monies paid to the Provider for EEF cannot be held back to then reimburse (credit) Parents at a later date.

16.2 It is at the Provider's discretion as to how they offer EEF to children and Parents in line with their own business model. But Providers **must** be transparent and publish their admissions criteria regarding the days and times that EEF hours can be taken at the provision in line with the parameters of flexibility as outlined in clause 11.5.

16.3 The Provider can charge for additional, private paid hours that a child attends for (but which the provision does not supply as EEF) in line with the Providers' usual terms and conditions provided a Parent taking up paid for hours is not a condition of accessing funded hours. It must not be a 'mandatory' condition for parents to purchase additional paid for hours to access an EEF place.

16.4 It must not be a mandatory condition that Parents have to access and therefore purchase, food, nappies, trips and meals/ snacks, activities, specialist tuition or other consumables or services to gain access to an EEF place for their children, therefore, Parents must be able to opt out of paying for chargeable extras and the associated consumable or activity for their child. For activities and extra services, Providers are advised that participation in any optional extra activity should be on the basis of parental choice and a willingness to meet the charges.

16.5 Parents must be able to access EEF hours only (particularly disadvantaged families), depending on the availability of the Provider. But Parents must accept that a Provider determines the hours and days they offer EEF within the parameters of clauses 11.5 and 16.2 and not all Providers will be able to offer flexible EEF places.

16.6 EEF is not intended to cover the costs of meals, other consumables, or other additional services. A Provider can charge for these but should make consideration to clause 16.7,

16.8, 16.9 and 16.10. Any charges must be made clear to Parents from the outset of an EEF placement for a child.

16.7 Providers should be mindful of the impact of charges on families, particularly the most disadvantaged (i.e. Think2). Providers who choose to offer the entitlements are responsible for setting a policy on providing parents with options for alternatives to additional charges, where it is required. Any policy must offer reasonable alternatives that allow parents to access the entitlement as funded, including allowing parents to supply their own (i.e. nappies, sun cream), or waiving the cost of these items.

16.8 Providers 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.

16.9 **Meals and Food;** Providers can charge for meals where Parents wish to access food supplied by the provision, but where this may not be affordable for families other options are made available to Parents such as packed lunches. Providers who wish to review this but may not have previously offered the option of Parents providing packed lunches should consider the following:

- **Dietary information:** Providers must obtain information on dietary requirements of the children who will attend their provision and adhere to the requirements around safer eating. The EYFS states *'Before a child is admitted to the setting the providers must obtain information about any special dietary requirement, preferences, and food allergies that the child has'*.
- **Allergens:** Information and guidance on allergens can be found on the NHS website: <https://www.nhs.uk/conditions/food-allergy/>
- EYFS requirements do not and should not prevent Providers from allowing Parents to bring in their own packed lunches or snacks. However, settings may choose to produce a 'packed lunch policy' regarding what food is, and is not, permitted. Providers are free to set their own packed lunch policy, but this must comply with equality legislation. A packed lunch policy is to ensure all children are being offered healthy and nutritious food, to reduce choking risks, and to help prevent allergic reactions for children who may have airborne food allergies.
- Providers can seek advice from the Environmental Health Teams based at local borough or district councils. Contact information can be found on our Provider FAQs at www.staffordshire.gov.uk/eefsupport

16.10 Providers do not charge Parents for the following in connection with the funded hours:

- Top-up fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver funded places)
- The supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare
- Business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water.
- registration fees as a condition of taking up a child's EEF entitlement place.
- non-refundable deposits as a condition of a child taking up an EEF place, but providers can charge for refundable deposits, see clause 16.13.
- Additional charges, such as but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, enhanced ratios, or any other supplementary charges on top of the funded hours.
- Any additional fees that are not specifically identified and itemised as being for chargeable extras as described in clause 16.11.

16.11 Providers should be aware that they can charge parents for the following extras in connection with the funded hours, but these charges must be voluntary for the parent:

- consumables to be used by the child, such as nappies or sun cream
- meals and snacks consumed by the child
- extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework

16.12 Providers can ask parents for 'voluntary' contributions, but these must not be mandatory charges for a child to gain access to a funded place.

16.13 Providers can charge Parents a **refundable** deposit to secure a child's EEF place, but Providers should be mindful if a deposit would prevent the take up of a place i.e. for children who could be eligible for Think2. However, if deposits are charged for Think2 places this must be refunded by the end of the term the child has started the placement. The Provider can choose to keep a deposit if the child does not start the place.

16.14 Charges for additional hours purchased and / or services accessed by Parents should be in line with what Providers charge all Parents. Providers must also give Parents advance warning if fees and childcare costs at the provision change throughout the year.

16.15 **Parent invoices;** Providers must itemise the total number of EEF hours supplied to the child and their total monetary value (saving) for the invoice period. Providers must not just put '0' hours for EEF hours, this is not transparent to what Parents have received.

Parent invoices should also include (if taken) itemisation of the charges for:

- additional private paid hours,
- food,
- nappies, trips or any other non-food consumable,
- other services that the child has accessed and that the provision charges for example: activities, trips, language lessons.

Ideally this should be as a unit cost, quantity and total. This is so the Parent can clearly see that they have received EEF hours as agreed and claimed by the Provider, and so the Council can easily distinguish what a Parent has received against the EEF hours claimed in any Provider/ Parent dispute or audit.

16.16 By January 2026 Providers will be required to share their EEF offer and fee information to parents, on websites, or social media but can also be supplied via fee sheets, or a prospectus. The Council supply free advertising for Providers on the local authority web site: www.staffordshireconnects.info and other licensed channels. Providers can advertise their fees on the Staffordshire Connects website; this could be useful for Providers without websites. Providers who have less than 10 funded children are exempt from this, but we advise Providers it is still good practice. Providers can register on Staffordshire Connects website: <https://www.staffordshireconnects.info/kb5/staffordshire/directory/register.page>

Providers are also advised to update their vacancy and other information at least once per term.

16.17 As Providers can only claim for the EEF that have been agreed with Parents, Providers should refer to clauses 17.7 and 17.8 in relation to actions and responsibilities if child attendance consistently falls below what has been claimed for.

17: Compliance and Absence

17.1 Parents are under no obligation to access all the EEF hours their child is eligible for. Providers can only claim for what the Parent has agreed their child will attend for. Providers cannot claim for EEF hours that the child is not accessing.

17.2 Parents cannot receive more than the maximum number of EEF hours allowed in a day, in a week or in a year, as outlined in item 2 of the Overview and clause 11.5.

17.3 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 of the EEF package the provision offers to Parents.

17.4 The Provider is solely responsible for ensuring a child is age eligible for a funded place, validating eligibility codes for the Working Parent Entitlements and for being aware of the period a code is valid for. Providers are also responsible for ensuring the Parent Declaration and Privacy Notice (see clause 5.2) is completed for applicable funding before submitting a claim via the EY Portal and that Parents understand how their child will receive EEF. The Council may refuse to accept a claim if the declaration has yet to be completed/ signed by relevant parties. The Provider has the responsibility to check with the Parent that the child does not receive either the full or part of the entitlement from another Provider.

17.5 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 may 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.

17.6 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 or headcount 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 with a child that had left or had reduced the hours of attendance. Providers can also adjust their claim if a child's attendance has increased compared to the original claim, this could be applied to the relevant term's amendment task.

17.7 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

relevant 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 aforementioned twenty-day period, the Provider must adjust the claim to no more than 20 days absence 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 in a single term. Reasons for which the Council can 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 a child's absence.

*Term Time period parameters:

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

17.8 There could be occasions when a child attends their EEF hours but for consistently less than was initially claimed by the Provider, therefore absence does not meet the full day parameter as noted in clause 17.7. The Council can review such cases and consider reclaiming monies if the overall absence for EEF hours is thirty percent (30%) or more within the same term. Providers have a responsibility to encourage Parents for children to attend for the funded hours that have been claimed for them and outline the benefits 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 or flexible enough for Parents.

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: 17.7.

17.9 Providers cannot lay claim to EEF for absence as noted in clause 17.7 and 17.8 where a child had not started their EEF place as initially arranged. As per clauses 17.6 and 17.11, EEF will follow the child to the new Provider, where it is applicable.

17.10 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 for additional hours where EEF is not provided. Providers are advised to make this clear in their own contract with Parents.

17.11 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 are a private matter between the Provider and Parent to resolve.

17.12 On days where the Provider is unable to operate or is closed for example but not limited to: training, bank holidays, inset days, 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.

17.13 On days where a child is absent, for example but not limited 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 17.7 and 17.8 for monitoring absence.

17.14 The definitions of childcare and early years provision, under sections 18 and 20 of the Childcare Act 2006, specifically excludes care provided for a child by a parent, step-parent, foster parent (or other relative) or by a person who fosters the child privately or has parental responsibility for the child.

The Adoption and Children's Act also outlines that adopted children are treated in law as if the adopted child was born to the adopted parents, which by extension includes adoptive relatives (i.e. aunt) maybe referred to as an 'adopted aunt' therefore is 'related'.

This means early years provision supplied by a childminder (either independently registered with Ofsted or registered with a childminder agency) for a 'related' child does not count as

childcare in legal terms. EEF cannot be claimed by, or spent on, childminders providing childcare for their own child or a related child, even if they are claiming for other children. The Council may seek to re-claim all monies paid where it is determined that a childminder has claimed EEF for a relative as specified in this clause.

18: Dispute Resolution and Termination

18.1 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 as outlined in clause 21.1.

18.2 The parties shall use all reasonable endeavors to reach a negotiated resolution through the following procedures:

18.2.1 Within twenty working days of service of the notice the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.

18.2.2 If the dispute has not been resolved within twenty-eight days of the first meeting, the matter shall be referred to the Assistant Director for Children's Wellbeing and Partnerships who will meet within twenty-eight days of the referral to discuss the dispute and attempt resolution.

18.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies:

18.3.1 The Council may terminate this Agreement for any reason with immediate effect. Reasons for immediate termination could be related (but not limited) to clause 14.14, 14.18, 14.19 and 15.8. The Council may review if a longer period of funding could also be agreed between both parties for reasons that would benefit a child.

18.3.2 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.

18.3.3 Where the Council has not been able to resolve a dispute between Parent and Provider in relation to the take up of 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.

19: Data Protection Legislation

19.1 The Parties acknowledge their respective duties under the Data Protection Act 2018 and the General Data Protection Regulations (GDPR) and FOIA 2000 and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

19.2 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.

19.3 The Provider will maintain formal procedures/ systems for the keeping of accurate records that fully comply with any statutory obligations, this includes the responsibility of records after a Provider closes. The Information Commissioners Office (ICO) can advise on data storage: <https://ico.org.uk/>

19.4 Providers must ensure Parents accessing EEF must complete the relevant sections and sign the Parent Declaration and Privacy Notice before submitting a claim for a child. This is so Parents understand how the Council will store and use their and a child's information to perform a statutory duty and so funded hours can be claimed. The Council has the discretion to refuse to fund a child without the relevant consent being obtained by the Provider. The form can be downloaded at: www.staffordshire.gov.uk/parentdeclaration

20: General

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 The Council may vary or amend this Agreement from time to time such as when the Department for Education update their Statutory Guidance. Providers will be advised by the Council on any relevant information or updates applicable to this Agreement.

20.7 If there are adjustments to any clause, but the changes are so minimal or procedural, 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 ease the burden on cost and administration for both Provider and Council.

21: Complaints

21.1 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: eeac@staffordshire.gov.uk. Complaints will be reviewed and responded to by the 20th working day from when a complaint was received.

21.2 Providers must ensure they have a complaints procedure in place that is published and accessible for Parents who are not satisfied that their child has received EEF within the parameters as outlined in this Agreement and in the Early Education and Childcare Statutory Guidance for Local Authorities.

21.3 Where a 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 should be signposted to submit a complaint to the EEAC email set out in clause 21.1.

21.4 If a Parent or the Provider is not satisfied with the way in which their complaint has been dealt with by the Early Years Team or EEF Team, they can refer to the Council's Customer Feedback process : <https://www.staffordshire.gov.uk/Contact-compliments-and-complaints/complimentscommentscomplaints/Complaints.aspx>

All complaints will be reviewed in within 28 days from the receipt of the complaint.

21.5 If a Parent or Provider believes the Council has acted unreasonably, they can make a complaint to the Local Government and Social Care Ombudsman, but only when the Council's complaints procedure has been completed. <https://www.lgo.org.uk/>

22: Appeal Process

22.1 Providers may be denied approval to offer EEF 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.

22.2 Providers can appeal against a decision to refuse access to or the removal of EEF by writing in the first instance FAO the EEF Review Group at: eeac@staffordshire.gov.uk

22.3 Provider appeals regarding the removal or access to EEF will be considered by the Council's EEF Review Group with a response between 10 – 20 working days from when an appeal is received.

Extensions to the timeframe could be required if the EEF Review Group has not received information or evidence to reasonably determine a fair outcome, or it is waiting on information from other bodies or organisations such as Ofsted or social services.

22.4 If a Provider is not satisfied with the manner of an appeal was handled, Providers should refer to clause 21.4.

22.5 Parents who wish to appeal the outcome of an eligibility check for DAF, EYPP, Think2 or foster parents who have applied for the Working Parents Entitlements, should do so by email to: eeac@staffordshire.gov.uk

23: Useful Contacts

Early Years Team: Tel: 01785 278201 / Email: eeac@staffordshire.gov.uk

Provider enquiries regarding conditions outlined in the Agreement, and eligibility queries.

The EEF Team (Finance): Tel: 01785 854009 / Email: eeportal@staffordshire.gov.uk

Enquiries for the EY Portal accounts, submitting claims and payment / statement queries.

Early Years Improvement Team or Sufficiency and Market Development Team:

Email: eyqsst@staffordshire.gov.uk

Contact your district Early Years Consultant for early years advice or market development.

Early Years Inclusion Team: Email: eysenis@staffordshire.gov.uk Contact your Council's Early Years Area Senco.