Staffordshire County Council

Early Education and Childcare

Staffordshire Early Education Funding Provider Agreement 2026

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This Early Education and Childcare Provider Agreement September 2026 is between:

(1) Staffordshire County Council of 1 Staffordshire Place, Tipping Street, Stafford, ST16 2DH (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:

- **Early Learning for 2 year olds** – (previously known as disadvantaged 2 year old entitlement) also known as Think2 in Staffordshire for a maximum of 15 hours per week over 38 weeks or as 570 hours 'stretch' 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 'stretch' 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
    - **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 'stretch' 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 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 right foundation for good future progress through school and life'.

1: Definitions

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

"Best Start in Life" means Government's online checking and advice service.

"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.

"EEF" means Early Education Funding https://www.staffordshire.gov.uk/eef

"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-2026-to-2027

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

"EY Portal" means the system a Provider validates codes and submit 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: 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, paid or unpaid.

"Think2" means 15 funded hours of Early Learning for 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' 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. For updates go to: 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 2026 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 of their Ofsted registration.

2.4 Failure to comply with the terms of this Agreement may result in EEF being withheld or terminated. Should a Provider fail to return a signed Agreement as requested, this could be interpreted as the Provider no longer supplies EEF, and funding could be withdrawn.

2.5 If a Provider is a new registration and wants to offer EEF, they should follow the guidelines on how to apply 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 and 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 must have arrangements in place to support children with SEND. These arrangements should include a clear approach to identifying and responding to SEND.

4.3 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.

4.4 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, Wellbeing Service and the Virtual Headteacher as requested.

5: Safeguarding

5.1 The Provider must follow the EYFS and have clear safeguarding policies in place that are in line with local guidance and procedures for responding to and reporting suspected and-

concerns of abuse or neglect. A lead practitioner must take responsibility for safeguarding, and all staff must have training to identify signs of abuse and neglect. Providers must have regard to the 'Working together to safeguarding children' guidance.

Providers must review the Council's guidance in relation to the circumstances Providers must work with the Council in response to concerns: www.staffordshire.gov.uk/safeguardingey. Further Information is available through the Staffordshire Safeguarding Children Partnership and the 'Working Together' guidance (see Definitions section of this agreement).

6: INCLUSION

6.1 The Council will strategically plan support for children with SEND to meet the needs of all children in its local area as per the Special Educational Needs and Disability (SEND) code of practice: 0 to 25 years, and ensure that the entitlements are delivered to children with SEND as funded with no mandatory additional costs attached to their entitlement hours.

6.2 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.

6.3 Providers must be aware of their duties in relation to the SEND Code of Practice 0-25, Equality Act 2010 and the EYFS Statutory Framework to meet the needs of children with SEND. This includes removing barriers that prevent children accessing early education and childcare and working with parents to give each child support to fulfil their potential.

6.4 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. The Council's SEND Local Offer advises providers on how they can request early years support for children with SEND through the Early Years Inclusion and financial support such as SENIF (section 7), EYPP (section 12) and DAF (section 13): www.staffordshireconnects.info

Supporting Disadvantaged Children

6.5 The Council will promote equality and inclusion, particularly for disadvantaged families, including looked after children and children in need, by removing barriers of access to places-

and working with parents to give each child support to fulfil their potential. Providers and the Council should ensure that Parents are aware that EYPP 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.

7: Special Educational Needs Inclusion Fund (SENIF)

7.1 To support settings to meet the requirements of The SEND Code of Practice 0-25 the Council provides support through 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/eyinclusion

7.2 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

7.3 Providers can view the criterion and guidance and how to support an application for SENIF for children aged 9 months to 4 years who are accessing EEF: https://www.staffordshireconnects.info/kb5/staffordshire/directory/advice.page?id=DIKPJS9vcCM

8: Age and Eligibility Considerations

8.1 It is the responsibility of the Provider to confirm a child has reached eligible age and eligible for the applicable funded entitlement. Providers are also responsible to ensure they understand when the Working Parent Entitlement eligibility codes are valid for and when they could expire. See section 11 for Working Parent Entitlements.

8.2 Providers must ensure Parents understand and sign the current Parent Declaration and Privacy Notice before EEF commences. All sections must be completed including adding eligibility codes applicable for Think2 and the Working Parent Entitlements and complete the section on additional charges, as applicable. The form and gudiance is downloadable from: www.staffordshire.gov.uk/parentdeclaration

8.3 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.

9: Think2

9.1 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

9.2 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.

9.3 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 Best Start in Life (previously known as Childcare Choices), see clause 11.

Applications

9.4 Can be submitted by parents:

9.4.1 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.

9.4.2 With consent, Staff and Professionals can support eligible families to apply for Think2 via an assisted application through the link in 9.4.1. Providers can also make an assisted application via their EY Portal account.

9.4.3 Parents who could be eligible through the non-economic criteria as outlined via the link in 9.4.1, 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.

9.5 No exceptions will be made for Providers who have accepted children without an eligible code.

9.5.1 The Council will fund an 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.

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

9.5.3 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

9.5.4 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 10.1.

10: Universal Hours – 3 and 4 year olds

10.1 All 3 and 4 year olds, including children who move to England, become eligible for the universal 15 hours 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.

10.2 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 at: www.staffordshire.gov.uk/eef.

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

11.1 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 Best Start in Life
    - **Foster carers** will make their application to the Early Years Team and not Best Start in Life, see from clause 11.12 to 11.17.
- 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 11.3 and 11.4.

11.2 Parents must register and make an application to confirm eligibility on the HMRC website www.beststartinlife.gov.uk. Best Start in Life (who check and confirm eligibility) will send eligible Parents a code via their registered Gateway Account.

11.3 **Children aged from 9 months old 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.

11.4 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 Best Start in Life.

11.5: 2 year olds who meet the eligibility criteria for Early Learning for 2 year olds (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 Early Learning for 2 year olds (Think2). Providers should encourage parents to apply for Think2, if applicable. Providers must then claim the first 15 hours as Think2 if this entitlement is confirmed with a valid code.

11.6: **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 Best Start in Life. 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.

11.7 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.

11.8 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.

11.9 The Provider must ensure all the relevant fields are populated in the Parent Declaration Form and Privacy Notice including adding the eligibility code, and a Parent signs the form.

11.10 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 11.18.

11.11 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 status of codes through the Expiration Dashboard in the EY Portal account.

Fostered Children

11.12 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 fosters 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.

11.13 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 Best Start in Life as outlined in clauses 11.1 and 11.2.

11.14 Once an eligiblr code has been generated by the Council, eligibility will need to be reconfirmed every 3 months. The reconfirmation process for foster carers is handled by the Council and not Best Start in Life. Further information for foster carers and social workers can be found at: www.staffordshire.gov.uk/helpwithchildcarecosts

11.15 Parents who adopt children or have special guardianship will need to follow the process of applying to Best Start in Life. See clause 11.2.

11.16 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

11.17 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 Council.

Grace periods – Working Parent Entitlements.

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

11.19 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 table below.

11.20 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

11.21 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 starting their place EEF hours at the Provider.

11.22 In exceptional circumstances, the Council has the discretion to extend the "grace period" set out in clause 11.20 for a short time, i.e. if a Parent has been forced to leave their home and paid employment; a Parent is a victim of domestic abuse, or other emergency situations, or a child has to move from a Provider due to closure or the local authority has

terminated funded arrangements with the Provider. Providers should advise the EEF Finance Team of such cases.

11.23 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.

11.24 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 Best Start in Life any other financial support.

12: EYPP

12.1 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.

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

12.3 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.

12.4 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 the Working Parent Entitlement with more than one Provider, the Council will determine an equitable split across the Providers.

12.5 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 12.1:

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

12.6 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 should 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.

12.7 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.

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

12.9 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.

12.10 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.

12.11 EYPP funding will follow the child in accordance with EEF as outlined in clause 18.6.

12.12 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 12.1.

12.13 EYPP can be claimed by Providers who do not have a specified grade of 'Urgent Improvement' for Leadership and Governance or Safeguarding is 'Not Met' and do not

restrictions in place for specified children as advised by the Council. EYPP could be withdrawn in accordance with clauses 15.3, 15.5, 15.8, 15.10 to 15.19.

12.14 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.

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

13: Disability Access Fund

13.1 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). Before submitting an application, Providers must discuss and gain the views of the parent of what DAF would be used for.

13.2 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

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

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

13.5 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.

13.6 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.

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

13.8 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 a child it was claimed for within a reasonable timeframe. The Council will audit Providers to verify use.

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

13.10 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.

13.11 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 to be transferred to a new Provider for the benefit of the child/ ren.

13.12 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.

14: Flexibility for EEF

14.1 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.

14.2 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.

14.3 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 are entitled for.

14.4 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.

14.5 This includes being able to split EEF between 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 will have discretion of the Provider/s who will claim Think2 should the eligibility lapse for the Working Parent Entitlement.

14.6 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.

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

14.8 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.

14.9 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.

14.10 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 16.15 regarding considerations when children move from 38 weeks to stretch funding, or vice versa.

14.11 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.

14.12 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.

14.13 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.

14.14 The Council will undertake sufficiency audits with Providers twice a year in autumn and summer terms. This will support sufficiency on the availability of childcare as per the Childcare Act 2006 (Provision of Information to Parents) (England) Regulations 2007.

14.15 Providers should be aware they can choose not to offer EEF and can opt out at any time. Providers should refer to clause 16.6 with regards to repayments for overclaims.

15: Quality

15.1 The EYFS statutory framework is mandatory for all schools that provide early years provision and early years providers registered with Ofsted or with an Ofsted-registered Childminder Agency. The EYFS sets the standards that early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.

15.2 The Council should rely on the relevant inspectorate'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.

15.3 The Agreement outlines the circumstances in which local authorities **are not** required to make arrangements with providers to deliver the funded entitlements following receipt of a 'specified grade' after an inspection by Ofsted or the Independent Schools Inspectorate. The definition of a specified grade is as follows:

- For Early Learning for 2-year-olds – **'needs attention' or below in leadership and governance or safeguarding is 'not met'**
- For all funded entitlements – **'urgent improvement' in leadership and governance or safeguarding is 'not met'**

15.4 Therefore, the Council will only fund places for eligible children for Early Learning for 2 year olds, the universal or working parent entitlements where:

- The provider has **not** received a 'specified grade' at its most recent inspection as outlined in 15.3,
- a childminder is registered with a childminder agency that has been judged 'effective' by Ofsted at its most recent inspection

15.5 Regulations advise the Council is not required to fund places with childminders where the childminder agency notifies the local authority that, in the agency's opinion, the childminder has ceased to provide childcare of satisfactory quality.

15.6 The Council is not required to fund places at providers who do not meet the quality standards set out in clauses 15.3 and 15.5, but may choose to do so in appropriate cases, for example to ensure sufficiency of funded places. In these circumstances the Council may wish to:

15.6.1 Seek assurance from providers regarding their post-inspection action plan and how they will address concerns raised in the relevant sections of the report.

15.6.2 Devise an informal staged intervention process with providers they deem capable of improvement within the expected timeframes. Local authorities may choose to do so before withdrawing funding to help with sufficiency issues.

15.6.3 Wait for the relevant inspectorate to reinspect the provider to see if quality improvements have been made before withdrawing funding. This might be suitable where 15.6 or 15.6.1 do not apply. The Council would continue to retain the ability to intervene immediately where necessary

15.7 The Council will look to secure alternative provision and withdraw funding from a provider as soon as is practicable, when the relevant inspectorate publish an inspection outcome and the provider receives one of the specified grades (as defined in clauses 15.3 or 15.5) or when Ofsted publish a second consecutive inspection judgement of a childminder agency of 'ineffective'

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.

15.8 The Council has the discretion to continue to fund some EEF children but only those who are eligible and for whom a claim was submitted for funding prior to the relevant inspectorate or Ofsted's published outcome of one of the specified grades (as defined in clause 15.3, 15.4 and 15.5). This would be to assist families and children with the continuity of care, or if there is not sufficient childcare in the area.

15.9 In the event the Council continues funding some EEF children as outlined in clause 15.6, 15.6.2, 15.7 and 15.8, Providers with a specified grade (as defined in clause 15.3 or 15.5) may not be authorised to claim for any new and EEF eligible children for whom a claim was not submitted for funding prior to the relevant inspectorate or Ofsted published inspection outcome. 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.

15.10 A Provider with a specified grade (as defined in clause 15.3), should engage with the Council's delegated Early Years Improvement Consultant and attend training or quality improvement requirements as identified as necessary to address concerns raised in the inspection report.

15.11 Providers should be aware they do not have to access training offered by the Council, but they should be mindful of the requirement to have knowledge of the Staffordshire Safeguarding Children Partnership processes: https://www.staffsscp.org.uk/

15.12 A Provider could also have funded entitlements terminated from when the outcome is published in the following circumstances:

- Consecutive outcomes of any variation of 'Requires Improvement', 'Needs Attention' or 'Urgent Improvement'for Leadership and Governance' – **funding could be terminated for all Early Learning for 2 year olds (Think2).**
- Consecutive outcome of 'Urgent Improvement for Leadership and Governance' or Safeguarding is 'Not Met' – **EEF could be terminated for all funded entitlements.**

  The Council would allow time for Parents to find alternative provision.

15.13 If a Provider is suspended by Ofsted the Council will suspend EEF from the date of suspension. Funding will be reinstated from the date the suspension is lifted. EEF will not be back dated as the Provider is not able to operate during a suspension.

15.14 Providers with funding restrictions will have EEF reinstated from the date of the next inspection where the outcome is no longer a specified grade as per clause 15.3, 15.5 or 15.7 If a new Agreement has been released during a period of funding restrictions, a Provider will need to complete, sign and return the new Agreement for EEF to be reinstated.

15.15 The Council will consider information from the relevant inspectorate, Ofsted, or childminder agency about a Provider. This includes reviewing the recent history on quality, ownership or at the address of the Provider. For example, if the Council has concerns that a provider receiving one of the specified grades (as per clause 15.3, 15.5 or 15.7) following an inspection, may have re-registered their setting with the relevant organisation to avoid making the quality improvements identified.

15.16 If a Provider or Childminder Agency is under investigation by Ofsted or the Council's LADO service, Police, or any other authority due to concerns that include the safeguarding-

and welfare of children due to extremism (see "Prevent" 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 is reinstated based on the outcome of any investigation.

15.17 The Council will not fund Providers who are not actively promoting fundamental British values or if they promote as evidence-based views or theories that are contrary to established scientific or historical evidence and explanations.

15.18 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 has an outcome of 'Urgent Improvement' for Leadership and Governance, or Safeguarding is 'Not Met', 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.

15.19 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

16: Financial Accountability / Business Planning

16.1 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 16.14 for further consideration.

16.2 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.

16.3 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).

16.4 Providers must allow 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 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 Parent 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.

16.5 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.

16.6 Any over-claimed monies for EEF places will be reclaimed by the Council. This is particularly relevant but not limited to clauses 14.15, 15.3, 15.5, 15.7, 15.14, 16.7, 16.10, 16.14, 16.15, 16.20, 18.1, 18.4, 18.6, 18.7, 18.9, 18.11, 18.12, and 18.14.

16.7 Where an audit or investigation finds evidence a Provider has submitted any fraudulent EEF claim and received payment, the Provider could have their Agreement terminated with immediate effect, 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.

16.8 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.

16.9 Providers must securely retain records on children for whom EEF was claimed. Retentions periods should be aligned with ICO and Data Protection, see clause 20.

16.10 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.

16.11 The Early Years Census must be completed in full by the Provider at the time requested by the Council. The Census will need completion on a termly basis as advised by the Department for Education. Failure to complete and return the Census within the timeframe stipulated by the Council could result in funding to the Provider being withheld until the Census is completed.

16.12 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: funding operational guidance.

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

16.14 If a Provider supplies EEF as 38 weeks 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 at risk of 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.

16.15 Providers should be aware that there could be occasions when a child changes from accessing EEF as stretched to a 38 week offer (or vice versa), 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. Information is available at www.staffordshire.gov.uk/taskspaymentsexplained

16.16 Providers have discretion over how many weeks they offer stretch funding this can be over 48, or 49, or 50 weeks and so on. However, Providers must be aware that stretch claims can only be input into the EY Portal as 48 weeks. Payments for a stretch 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. This needs to be reflected in the Parent Declaration and Privacy Notice Form.

16.17 The Council will set out a timetable for every term, so Providers are aware in advance of when headcount tasks /claims and payments are scheduled. Advice and Guidance and is available at: www.staffordshire.gov.uk/eefsupport

16.18 The Provider is responsible for submitting timely and accurate information no later than the deadlines outlined by the Council, including but not limited to, funding tasks, census, 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.

16.19 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 by the Dedicated Schools Grant.

16.20 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). 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.

17: Charging and Transparency

17.1 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.

17.2 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 EFF hours can be taken at the provision in line with the parameters of flexibility as outlined in clause 14.6.

17.3 The Provider can charge for:

- additional paid for hours that a child attends for in line with the Providers' usual terms and conditions. But it **must** not be a 'mandatory' condition for parents to purchase additional paid for hours to access an EEF place.
- 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 EYFS.

17.4 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.

17.5 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. Any policy must offer reasonable alternatives that allow parents to access the entitlement as funded, including allowing parents to supply their own or waiving the cost.

17.6 Chargeable extras must not be a condition of accessing a funded place, for example, parents should not be declined a funded place because they opt out of chargeable extras. This is so all parents, including disadvantaged families, have fair access to a funded place.

The Council **will intervene** if a Provider seeks to make additional hours, optional services or consumables a mandatory condition of accessing a funded place.

17.7 Providers will deliver EEF consistently so that all children accessing any funded entitlements receive the same quality, and access to provision, regardless of whether they choose to pay for additional hours, optional extra services, meals or consumables.

17.8 **Meals and Food**; Providers can charge for meals where Parents wish to access food supplied by the provision, but if a Parent chooses to opt out other options **must** be made available. Providers who consider allowing packed lunches should review 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 send in packed lunches or snacks with children. However, Providers are advised to set a 'packed lunch policy' regarding what food is, and is not, permitted and make it available to parents. Any policy must comply with equality legislation. The policy should ensure that all children are being offered healthy and nutritious food and to reduce choking risks, and to help prevent allergic reactions for children or staff who may have airborne allergies. See further advice: https://assets.publishing.service.gov.uk/media/6839b752210698b3364e86fc/Early_years_foundation_stage_nutrition_guidance.pdf
- As per the EYFS, there is a requirement that children must always be within sight of a member of staff whilst eating.
- Providers can seek advice from the Environmental Health Teams based at local borough or district councils. Contact information is available on our FAQs: www.staffordshire.gov.uk/eefsupport

17.9 The Council will ensure 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.
- Non-refundable 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 17.10.
- Non-refundable retainer fees in relation to EEF.
- Additional support costs for children with special educational needs and disabilities (SEND) as part of their entitlement hours or as a condition of accessing an entitlements place. See sections regarding the Disability Access Fund (section 14) and Special Educational Needs (SEN) Inclusion Fund (section 7)
- General 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 17.3.

17.10 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 Providers should refund this 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.

17.11 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.

17.12 The costs of chargeable extras should be published on provider websites or, where they do not have a website, on local authority websites. These should be clear, up to date and easily accessible to parents, to enable parents to make an informed choice of provider. They should set out, for each setting, the amounts charged for the chargeable extras, as well as the pattern of hours that parents can take the entitlements. Providers should illustrate a breakdown of costs, in accordance with the DfE's chargeable extras template: https://www.gov.uk/government/publications/early-education-and-childcare--2

17.13 Providers can advertise their fees on the Council website: www.staffordshireconnects.info; this is useful for Providers without websites. Providers who have less than 10 funded children are exempt from this, but it is still good practice to update. Providers can register on Staffordshire Connects here: https://www.staffordshireconnects.info/kb5/staffordshire/directory/register.page

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

17.14 **Parent invoices and receipts;** should be itemised separately as follows:

- Funded hours,
- additional paid for hours,
- Food charges,
- non-food consumable i.e. nappies, suncream,
- activities and other services that the child has accessed and that the provision charges for example: third party activities trips, language lessons.

Itemised invoices should allow parents to see that they have received their child's funded hours and understand that any fees paid are for additional hours or optional services.

18: Compliance and Absence

18.1 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.

18.2 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 14.6.

18.3 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.

18.4 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 all applicable information is added to the Parent Declaration and Privacy Notice (see clause 8.2) 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 parent 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.

18.5 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.

18.6 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. 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.

18.7 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. See attendance policy for the term time parameters.

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.

18.8 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 18.7. The Council can review ongoing 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 a child 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: 18.7.

18.9 Providers cannot lay claim to EEF for absence as noted in clauses 18.7 and 18.8 where a child had not started their EEF place as initially arranged, as EEF will follow the child to the new Provider, where it is applicable.

18.10 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 supplied. Providers are advised to make this clear in their own contract with Parents.

18.11 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.

18.12 The Council will not penalise Providers for unavoidable short-term closures by withdrawing funding, reasons could include but not limited to: bank holidays, polling or inset days, strike action, adverse weather conditions or unsafe building. The Council recommends that the Provider offers an alternative to the EEF hours the child has lost on that day, but this may not always be practicable. Providers must immediately inform the Early Years Team of a closure. When a Provider is closed for more than five days the Council may consider suspending EEF pending review of the reasons for closure and the expected timeframe of the Provider being able to re-open.

18.13 If 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. Providers should refer to clauses 18.7 and 18.8 for monitoring absence.

18.14 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.

19: Dispute Resolution and Termination

19.1 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 22.1.

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

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

19.2.2 If the dispute has not been resolved within twenty-eight days of the first meeting, the matter may be referred to the Assistant Director for Inclusive Education and Learning.

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

19.3.1 The Council may terminate this Agreement for any reason with immediate effect. Reasons for immediate termination could be related (but not limited) to clause 15.12, 15.13, 15.16 and 15.17.

19.3.2 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.

19.3.3 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.

20: Data Protection Legislation

20.1 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.

20.2 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.

20.3 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/

20.4 Providers must ensure all the relevant sections of the Parent Declaration and Privacy Notice are completed and signed by both Provider and a Parent at least once per academic year and before submitting an EEF claim for a child. This is so Parents understand how the Council will store and use information to perform a statutory duty and funded hours can be claimed.

If the funding claim or patterns of attendance change a new parent declaration may need to be completed. The form can be downloaded at: www.staffordshire.gov.uk/parentdeclaration

21: General

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

22: Complaints

22.1 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.

22.2 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.

22.3 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 22.1.

22.4 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-complaints-and-compliments/complaints. All complaints are reviewed within 28 days from their receipt. Depending on engagement from relevant parties this timeframe could be exceeded.

22.5 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/

23: Appeal Process

23.1 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. 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

23.3 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. The timeframe could be extended if the EEF Review Group has not received information or evidence to reasonably determine a fair outcome.

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

23.5 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

24: Useful Contacts

Early Years Team: Tel: 01785 278201 **/** Email: eeac@staffordshire.gov.uk
Provider enquiries regarding this provider agreement and eligibility queries

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

Early Years Improvement or Inclusion Support:
For early years support, market development or inclusion support:
https://www.staffordshire.gov.uk/children-young-people-and-families/childcare-providers-and-early-years-practitioners/support-early