



Gloucestershire
COUNTY COUNCIL

**Gloucestershire
Local Provider Agreement**

**Early Years Funded Entitlements
For
2, 3 & 4 Year-Olds**

including Universal and Extended Entitlements

**For inclusion to the Directory of Early Years
Providers**

1st April 2019 – 31st March 2020

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Legal framework and statutory guidance

The following frameworks and legislation underpin this agreement and comprehensive details can be found following the necessary links:

- Early Education and childcare, Statutory guidance for Local Authorities 2018 -
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718179/Early_education_and_childcare-statutory_guidance.pdf
 - Childcare Act 2006
http://www.legislation.gov.uk/ukpga/2006/21/pdfs/ukpga_20060021_en.pdf
 - Childcare Act 2016
http://www.legislation.gov.uk/ukpga/2016/5/pdfs/ukpga_20160005_en.pdf
 - Equality Act 2010
http://www.legislation.gov.uk/ukpga/2010/15/pdfs/ukpga_20100015_en.pdf
 - School admissions code 2014
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/389388/School_Admissions_Code_2014_-_19_Dec.pdf
 - Statutory framework for the early years foundation stage 2014
<https://info.lse.ac.uk/staff/services/nursery/Assets/Documents/EYFS-Framework-Sept-2014.pdf>
 - Statutory framework for the early years foundation stage 2017
https://www.foundationyears.org.uk/files/2017/03/eyfs_statutory_framework_2017.pdf
 - Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
<http://www.legislation.gov.uk/uksi/2014/2147/contents/made>
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
<http://www.legislation.gov.uk/uksi/2016/1257/contents/made>
- Special educational needs and disability code of practice: 0 to 25 years 2015
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf
 - Data Protection Act 2018
http://www.legislation.gov.uk/ukpga/2018/12/pdfs/ukpga_20180012_en.pdf

1. Key local authority responsibilities

1.1. Gloucestershire County Council should ensure the local provider agreement is clear and transparent. This agreement is specific to Gloucestershire Early Years providers only, delivering the funded entitlement.

1.2. Gloucestershire County Council are required to have due regard to this agreement in the exercise of their duty under s7 (1) of the Childcare Act 2006 and regulation 39 of the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.

1.3. Gloucestershire County Council must secure a free entitlement place for every eligible child in their area.

1.4. Gloucestershire County Council should work in partnership with providers to agree how to deliver free entitlement places.

1.5. Gloucestershire County Council should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.

1.6. Gloucestershire County Council must contribute to the safeguarding and promote the welfare of children and young people in their area.

2. Key provider responsibilities

2.1. The provider must comply with all relevant legislation and insurance requirements and sign this agreement each year.

2.2. The provider should deliver the free entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the provider should be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing only the free entitlements should receive the same quality and access to provision as paying children.

2.3. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that link to Gloucestershire County Council's guidance for recognising, responding, reporting and recording suspected or actual abuse.

2.4. The provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should make information available about their SEND offer to parents utilise the SEN inclusion fund and Disability Access Fund to deliver effective support.

3. Data Protection

3.1 It is vital that those who collect and use personal data maintain the confidence of those who are asked to provide it, by ensuring full compliance with the requirements of the Data Protection Act (1998) subsequent data protection legislation and from the 25th May 2018, the General Data Protection Regulation (GDPR).

3.2 The Data Protection Act 1998 and GDPR put in place certain safeguards regarding the use of personal data by organisations, including the Department for Education (DfE),

local authorities and schools. The Act and GDPR gives rights to those (known as data subjects) about whom data is held, such as pupils, their parents and teachers. This includes:

- the right to know the types of data being held
- why it is being held
- how long it will be held for
- their rights under data protection legislation, including GDPR and
- to whom it may be communicated

3.3 Gloucestershire County Council are the data controller of the information about each child. In this agreement, the providers are considered processors of this data under the Data Protection Act 1998 and GDPR. Processing is defined as any operation or set of operations which is performed on personal data, including storage, alteration, use, sharing, restriction and destruction. Under GDPR processors must meet specific requirements (as defined in Article 28 of GDPR). These are:

- the processor only processes the personal data on the documented instructions from Gloucestershire County Council unless required to do so by UK law; in such a case the processor shall inform Gloucestershire County Council of that requirement before processing
- ensure that any staff using the personal data have completed confidentiality statement
- the processor ensures the security of the personal data they are processing.
- the processor shall assist Gloucestershire County Council with their obligations pursuant to Articles 26 to 32, including the notification of personal data breaches
- the processor will comply with Ofsted requirements and all other legislative requirements relating to storage of personal data, and
- makes available to Gloucestershire County Council all information necessary to demonstrate compliance with the obligations described above.

3.4 The Provider **must** at all times when performing its obligations under this agreement comply with the Data Protection Act, subsequent data protection legislation and, from the 25th May 2018, GDPR including where appropriate, maintaining a valid and up to date registration or notification in accordance with the Information Commissioner's Office (ICO). Under GPDR the processor also has the following liabilities:

- it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR.
- if it fails to meet its obligations, it may be subject to an administrative fine under Article 38 of the GDPR
- if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR; and
- if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.

3.5 Gloucestershire County Council retains information about each child which is held on a database. Details are used for administration and audit purposes and will not be passed onto any other party not mentioned in the Privacy Notice, which can be found at:

<http://www.gloucestershire.gov.uk/media/1517482/glos-early-years-privacy-notice-2018-19.pdf>

3.6 Please note that information about whether a child is in receipt of Disability Living Allowance is considered sensitive personal data (under GDPR; special categories of personal data) which should be handled appropriately. Providers are asked to pay particular note to advice from the Information Commissioner's Office on holding and protecting personal data including sensitive personal data. Further information is available at:

<https://www.ico.org.uk>

4. Safeguarding

4.1 Gloucestershire County Council has the overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working together to safeguard children' 2015 guidance sets these out in detail:

https://consult.education.gov.uk/child-protection-safeguarding-and-family-law/working-together-to-safeguard-children-revisions-/supporting_documents/Working%20Together%20to%20Safeguard%20Children.pdf

4.2 The provider **must** follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. The provider **must** designate a lead practitioner to take responsibility for safeguarding/child protection and all staff **must** have training to identify signs of abuse and neglect. The provider must have regard to the 'Working Together to safeguard Children' 2015 guidance.

5. Eligibility

5.1. The provider should check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. The provider should retain paper or digital copies of documentation to enable Gloucestershire County Council to carry out audits and fraud investigations.

5.2. The provider should offer funded places to eligible two-year-olds, up to 570 hours per year, on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds. Refer to the following link for details of the 2 year old offer:

https://www.glofamiliedirectory.org.uk/kb5/gloucs/glofamilies/family.page?familychannel=1_2

5.3. Gloucestershire County Council must ensure that a child can access a funded place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.

5.4 Children become eligible for 2, 3 & 4 year old funded entitlement from the term after their 2nd or 3rd birthday and up until statutory school age which is the term after their 5th birthday.

The following table shows when a child is eligible to receive funding, these dates are consistent with those used for determining the start of compulsory education (all dates are inclusive):

| A child born between: | Will be eligible for a funded place from: |
|---|---|
| 1 st January and 31 st March | The start of Terms 5 & 6 (Summer Term) following their 2 nd or 3 rd birthday until statutory school age |
| 1 st April and 31 st August | The start of Terms 1 & 2 (Autumn Term) following their 2 nd or 3 rd birthday until statutory school age |
| 1 st September and 31 st December | The start of Terms 3 & 4 (Spring Term) following their 2 nd or 3 rd birthday until statutory school age |

5.5 A childminder cannot claim funding for providing childcare to their own children or a related child (e.g. niece or nephew) as defined in Section 20 of the Childcare Act 2006.

5.6 A child will be entitled to the extended funded hours from the term **after both** of the following conditions are satisfied: (1) the child has reached the age of three; (2) the parents have a valid 30 hours free childcare eligibility code.

5.7 Providers should be aware that the child's parent **must** apply for their eligibility to the additional funded hours through the Government's online Childcare Service at www.childcarechoices.gov.uk. If parents encounter any problems with the application process or do not have online access, they should direct their queries to the Childcare Service helpline on 0300 123 4097. Eligibility for the additional funded hours is determined by HMRC through this online application. It is not determined by Gloucestershire County Council.

5.8 Providers should be aware that there is a review and appeals process available to parents if they disagree with the eligibility outcome as determined by HMRC. The review and appeals process is managed by HMRC.

5.9 Alongside the 30 hours eligibility code, which is the child's unique 11-digit number, and original copies of documentation (see 5.1), a provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from Gloucestershire County Council of the validity of the parent's 30 hours eligibility code. Once a provider has received written consent from the parent, they should verify the 30 hours eligibility code.

5.10 Providers are able to verify the 30 hours eligibility code on the Nursery Funding Portal. This allows all providers to make instant checks for code validity and is fed from the DfE's Eligibility Checking Service (ECS). Confirmation of the validity of 30 hours eligibility codes allows providers to offer 30 hours places for eligible three- and four-year-olds.

5.11 Thereafter, Gloucestershire County Council should complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare at 6 fixed points

in the year, both at half-term and at the end of term across the year (in line with the dates as listed at table A below). It is the local authority’s responsibility to notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date. This information can be found on the Expiration Dashboard within the Funding Portal.

Table A:

| Date Parent receives ineligible decision on reconfirmation | LA audit date: | Grace Period End date: |
|---|-----------------------|-------------------------------|
| 1 Jan – 10 Feb | 11 February | 31 March |
| 11 Feb – 31 March | 1 April | 31 August |
| 1 April – 26 May | 27 May | 31 August |
| 27 May – 31 August | 1 September | 31 December |
| 1 September – 21 October | 22 October | 31 December |
| 22 October – 31 December | 1 January | 31 March |

6. The Grace Period

6.1. A child will enter the grace period when the child’s parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.

6.2. Gloucestershire County Council and providers will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Expiration Dashboard. The grace period end date will automatically be applied to eligibility codes.

6.3. Gloucestershire County Council should continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for Local Authorities 2018.

6.4. Funding for the extended entitlement cannot be claimed for the first time when an eligibility code is in its Grace Period. If a parent applies for their eligibility code after the deadline dates for the term, they must ensure the date range of their code is still valid to access the funding in the following term. Providers should remind parents to reconfirm their eligibility before their codes expire. The Expiration Dashboard in the funding portal can be used to identify those codes approaching their expiration date.

6.5 Consideration will be given to extending the “grace period” for a short period of time in “very exceptional circumstances” if the parent has been forced to leave their home and paid employment, for example, where the parent is a victim of domestic abuse or other serious crime.

6.6 Gloucestershire County Council **should** ensure that parents are aware that if they cease to meet the eligibility criteria and the ‘grace period’ has expired they can continue to take up their child’s universal entitlement of up to 15 funded hours provided they have not exceeded their annual entitlement. If the parent has been taking up the extended entitlement at more than one provider, Gloucestershire County Council **should** continue to fund 15 hours at the provider of the parent’s choice

7. Flexibility

7.1. Provision must be offered within the national parameters on flexibility as set out in Section A2 of Early Education and Childcare Statutory guidance for Local Authorities. The link below gives full details:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/718179/Early_education_and_childcare-statutory_guidance.pdf

7.2. The provider should work with Gloucestershire County Council and share information about the times and periods at which they are able to offer free entitlements to support the local authority to secure sufficient stretched and flexible places to meet parental demand in the area. The provider should also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting. It is recommended that this information is updated on your record held on the Glosfamilies Directory at: www.glosfamiliesdirectory.org.uk

7.3. Funding can be apportioned over 2 settings per day, but it is the provider's responsibility to liaise with the parents and other providers to ensure providers are claiming the correct hours. This is particularly important when parents are stretching their funding. In the event of the submission of conflicting claims from different providers, the Finance Support Team reserves the right to allocate the funding as per the standard apportionment calculator.

8. Partnership working

8.1. Partnerships will be supported by Gloucestershire County Council on four levels between:

- i. Local authorities and providers
- ii. Providers working with other providers, including childminders, schools and organisations
- iii. Providers and parents
- iv. Local authorities and parents

8.2 Gloucestershire County Council will promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.

8.3 The provider should work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. An interactive toolkit has been developed to help providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring. This can be found at:-

www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit

8.4 The provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

9. Special educational needs and disabilities

9.1 Gloucestershire County Council must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015).

9.2 Gloucestershire County Council must be clear and transparent about the support on offer in their area, through their Local Offer, so parents and providers can access that support.

9.3 The provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010. Providers **must** have a written policy (which must be reviewed annually) for Equal Opportunities and Special Educational Needs and have a named SENCO.

9.4 The provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support parents to choose the right setting for their child.

9.5 Providers **must** make reasonable adjustments for disabled children and young people to help alleviate any substantial disadvantage they experience because of their disability, and they **must not** discriminate against or harass them. Providers **must** also provide for children's social, emotional and behavioural development with regard to current national and local guidance and the SEN Code of Practice.

9.6 Where providers feel that additional support and/or resources are required to fully and safely include a child with SEND and to enable that child to achieve positive outcomes, providers **should** follow the Early Years SEND guidance located on the Early Years Webpage <https://www.gloucestershire.gov.uk/early-years-service/>

9.7 Providers who have children with an Education, Health and Care (EHC) plan, a My Plan or My Plan+ in place that evidences the need for additional support in the setting to achieve outcomes, can claim the full funded free entitlement even if the child attends for less than 15 hours. In this case the provider should contact the Early Years service eyservice@gloucestershire.gov to discuss the child's plan and the potential need to use the funding flexibly to provide additional support. If a child claims the full entitlement in a special school no hours can be claimed by or paid to any other provider.

10. Social mobility and disadvantage

10.1. Gloucestershire County Council should promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers to access free places and working with parents to give each child support to fulfil their potential.

10.2. The provider should be aware of the disadvantaged children in their setting and as part of the process will be notified of those eligible for EYPP via the termly funding payments. They will use EYPP and any locally available funding streams or support to improve outcomes for this group.

11. Quality

11.1. The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.

11.2. Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.

11.3. Gloucestershire County Council have a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for providers who are rated less than 'Good' by Ofsted or newly registered providers.

11.4. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of Early Education and Childcare Statutory Guidance for Local Authorities and the EYFS statutory framework.

12. Charging

12.1. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.

12.2. The provider can charge for meals and snacks as part of a free entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and musical tuition. Parents should therefore expect to pay for these, although these charges must be voluntary for the parent.

12.3 Where parents are unable or unwilling to pay for meals and consumables, providers who choose to offer the free entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. Providers should be particularly mindful of the impact of additional charges on the most disadvantaged parents.

12.4. The provider should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.

12.5. Gloucestershire County Council should not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place.

12.6. The provider should publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all providers will be able to offer fully flexible places, but providers should work with parents to ensure that as far as possible the patterns of hours are convenient for parents' working hours.

12.7. The provider can charge parents a deposit to secure their child's free place but should refund the deposit in full to parents within a reasonable time scale.

12.8. The provider cannot charge parents "top-up" fees (any difference between a provider's normal charge to parents and the funding they receive from Gloucestershire County Council to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.

12.9. The provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their free entitlement completely free of charge and understand fees paid for additional hours.

13. Funding

13.1. Local authorities are funded on the same basis for both the universal 15 hour entitlement for all 3 and 4 year olds and the extended entitlement for children of working

parents. This is because the statutory framework and the quality requirements for the universal and extended entitlement are the same. Rates and eligibility criteria are subject to change each financial year. Gloucestershire County Council will fund providers as follows:

- the 3&4 year old funding base rate will be £3.91 per hour
- the hourly rate for eligible 2 year olds will be £4.91 per hour
- a deprivation supplement will be made for all eligible children. It will be 4% of the total funding available, which equates to approximately 16p per hour
- as agreed by the sector after consultation, Gloucestershire County Council will retain a quality supplement from the budget to fund work undertaken to support the Early Years Service.

13.2. Gloucestershire County Council should clearly set out the timetable which providers should follow when submitting the documentation that is needed to support payment and delivery of free entitlements. Other documentation that may be required includes census returns, annual safeguarding audit, SEND audits and workforce audits. Provider should ensure they submit timely and accurate information, failure to do so may result in inaccurate, delayed or suspended funding.

13.3. Gloucestershire County Council should not charge providers disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of free entitlements. Any charges should be reasonable and proportionate to the inconvenience or costs incurred to the local authority as a result of the lateness. Any charges will be clearly communicated to providers.

13.4 The provider should accurately complete and submit headcount and other necessary data returns by the agreed date to support Gloucestershire County Council to make accurate payments on time. The deadline dates for the funding claims are identified on the task and the timetables are published on our website at www.gloucestershire.gov.uk/early-years-service.

13.5 All headcount and amendment claims are made online via the Nursery Funding Portal at www.gcceyfunding.co.uk. When the tasks are open, providers will receive a notification e-mail informing them that the task is available. Funding will be paid in accordance with the timetable of dates directly into provider's bank accounts (via BACS), and these accounts must be in the name of a business, except for childminders. It is the provider's responsibility to notify Gloucestershire County Council of any changes to their bank account details.

13.6 Gloucestershire County Council will make up to two payments to providers for each funding period - Autumn, Spring and Summer terms. Headcount payment will be made at the beginning of each funding period based on actual children attending the setting by the closing date of the online task. A Headcount Amendment payment will be made at the end of each funding period to adjust hours for any children that have joined or left the setting, increased or decreased their hours.

13.7 Independent settings can claim any number of funded weeks per academic year between 33 and 38, but it is the provider's responsibility to notify Gloucestershire County Council of the breakdown of the number of weeks they wish to claim before the start of each academic year. If the breakdown is not received the default number of weeks for Independent settings is 11 weeks funding per term. All other providers will be paid 38 weeks per year in line with the table below:-

| TERM | WEEKS FUNDED PER TERM |
|-------------|------------------------------|
| Autumn term | 14 weeks |
| Spring term | 12 weeks |
| Summer term | 12 weeks |

13.8 A Parent/Carer Declaration Form **must** be completed for each funding period in respect of every child who is claiming funding. Providers **must** ensure that parents are aware that:

- when their child attends more than one setting they **must** complete a separate Declaration Form with each provider. All Declaration Forms **must** show the providers names and the total number of hours being taken up at each provision and the hours to be claimed at each setting. The forms **must** also correspond at all settings
- the parent is signing up to a funding period for the funded entitlement and may be liable for any costs if there is a breach of that declaration

13.9 Hours attended and claimed **must** match those shown in the register of attendance held by the provider. Registers will be inspected as part of the funding audit and Gloucestershire County Council may request them at any time.

13.10 Providers **must** ensure that they have evidence of a child's eligibility to the two year old funding before offering them a placement. Where this has not been obtained Gloucestershire County Council will not have a duty to back pay any funding to the provider.

13.11 As it is not compulsory for a parent to send their child to school until the term after their fifth birthday, funding may be claimed by the provider in the usual way in respect of a child whose parent has formally arranged with to either defer or delay the child's entry into school (Reception). Please note this does not apply to a child who is being 'phased in' at the beginning of the reception year, as funding cannot be claimed once a child is on the school's register.

13.12 Gloucestershire County Council will not claim back funding for any irregular attendance in a funded period, but needs to be informed of any regular patterns of non-attendance so that the matter can be reviewed for the following funded period. Providers should be seen to be engaging all the relevant parties to support a child to regularly access their funded place. Children can be absent due to sickness or holidays for a period of up to 2 weeks before any funding will be recovered. In exceptional circumstances Gloucestershire County Council will not claim back funding for a period of 2 weeks in cases where parents do not give their correct notice period when leaving the setting.

13.13 Children **must** remain in the provision for a minimum of 2 weeks in order to be eligible for the funding. Should parents choose to remove their child before this qualifying period, it is the provider's responsibility to make parents aware that they will be liable for all costs incurred. Unused hours from each terms entitlement cannot be banked to be used at an alternative provider during the school holidays.

13.14 Funding may be transferred between providers when a child changes provision. A “2, 3 & 4 year olds Funding Amendment” form should be completed in this instance. The provider must enter the revised details, online, onto the amendment task when it is open and retain the forms at the setting. The funding will then be adjusted accordingly in the amendment payment.

13.15 If a child is accessing less than their funded entitlement, a parent can agree with the provider to increase the number of hours attended up to their maximum entitlement at any point in the funding period. If a child is reducing their hours a parent can agree with the provider to decrease the number of hours at any point in the funding period. In both instances the providers **must** complete a ‘2, 3 & 4 year olds Funding Amendment’ form and enter the revised details online, onto the Amendment task when it is open and retain the forms at the setting. Calculators are available at www.gloucestershire.gov.uk/early-years-service to assist providers with amendments, apportionments and stretched funding. Any adjustment to funding claims will then be paid in the amendment payment.

14. Compliance

14.1. Gloucestershire County Council reserves the right to audit providers on a regular basis to ensure that no fraudulent claims are being made and to ensure compliance with the requirements of delivering the free entitlements. However, the audit regimes should not be disproportionate or are unnecessarily burdensome to providers

14.2 Accurate registers **should** be kept for a reasonable amount of time, for example 3 years. Financial records, including signed parental declaration forms, **must** be retained for 6 years from the end of the last company financial year they relate to.

14.3 If a provider fails to adhere to any aspect of this Local Provider Agreement or fails to adhere to any other rules or procedures that it **must** abide by (for example Ofsted standards), then funding may be withdrawn.

14.4 However, Gloucestershire County Council seeks to work with providers to ensure that they have the appropriate support and guidance needed to deliver the free entitlement scheme and to ensure that any likely breach is resolved as soon as possible. As part of this free service the Early Years Business Support team is available to offer all early years providers a range of information, advice and on-going support.

14.5 Advice on how to complain to Gloucestershire County Council is available on the Council’s website, via this link

<http://www.gloucestershire.gov.uk/customerservices>

15. Termination and withdrawal of funding

15.1. Suspension of registration by Ofsted or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding. A provider can have the funding withdrawn if:

- they receive an Inadequate or Requires Improvement Ofsted judgement and fail to participate in training or other quality improvement activity as identified in the provider's Ofsted inspection report
- they have engaged in an improvement activity but the local authority sees insufficient progress in meeting Ofsted actions
- they fail to comply with the conditions in this Local Provider Agreement 2019-20.

15.2 When considering the withdrawal of funding, as directed by the DfE, Gloucestershire County Council is committed to taking into account continuity of care for children. The DfE make it clear that it is for local authorities to determine an appropriate timeframe for withdrawing funding.

15.3 Where a provider or a childminder agency has an Inadequate Ofsted outcome (or a Not Effective outcome) they will **not** be eligible for any new 2 year old funding until they have been re-inspected at a Requires Improvement level or higher. Funding for 2, 3 & 4 year olds currently attending the setting at the time of the Ofsted inadequate judgement will be reviewed when the Ofsted monitoring report is published approximately 3 months after the original inspection. The provider **must** participate in training and quality improvement activity to address Ofsted actions. The provider will be offered the opportunity to participate in the Gloucestershire Early Years Intervention Programme to improve quality and address Ofsted actions. If they choose not to participate in this programme Gloucestershire County Council, in order to continue funding, will require evidence of an alternative quality improvement activity to address concerns raised in the Ofsted inspection report

15.4 Where either the original inspection or the monitoring visit highlights safeguarding issues that will impact on the 2 year olds at the provision, or there is a parental request to move a child based on the inadequate judgement, funding will be withdrawn immediately.

15.5 Where a provider has an Ofsted Requires Improvement outcome, Gloucestershire County Council will **not** continue to fund 2, 3 & 4 year olds at the provision **unless** the provider has agreed to participate in training and quality improvement activity to address Ofsted actions. The provider will be offered the opportunity to participate in the Gloucestershire Early Years Intervention Programme to improve quality and address Ofsted actions. If they choose not to participate in this programme, Gloucestershire County Council will require evidence of an alternative quality improvement activity to address concerns raised in the Ofsted inspection report in order to continue funding.

15.6 Although local authorities are required to base their funding decisions on the provider's Ofsted inspection judgement, this does not apply to early years provision in maintained schools. This is because funding arrangements between a local authority and a maintained school are not governed by contract but by statute, in particular the School Standards and Framework Act 1998 and the finance regulations made under the Act. Ofsted will inspect all exempt EY provision at a school when they carry out a whole school inspection but the early years provision will be covered in a separate EY judgement. There is still an expectation that the provider will agree to participate in training and quality improvement activity to address Ofsted actions.

15.7 The promotion of fundamental British values is reflected in the Early Years Foundation Stage (EYFS) and exemplified in an age-appropriate way through practice guidance.

Gloucestershire County Council is required to respond to substantive and well-evidenced concerns regarding fundamental British values or the promotion of views and theories contrary to established scientific or historical evidence and explanations brought to their attention. Where the local authority has reasonable grounds to believe that one or more of the following criteria applies, the local authority will withdraw funding if the 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 fact views or theories which are contrary to established scientific or historical evidence and explanations.

Termination provisions also include those required by regulation 7 (Termination of the arrangements) of the Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014

<http://www.legislation.gov.uk/uksi/2014/2147/regulation/7/made>

and regulation 37 (Arrangements between local authorities and early years providers: termination) of The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016]

<http://www.legislation.gov.uk/uksi/2016/1257/regulation/37/made>

16. Appeals process

16.1 Providers wishing to appeal against Gloucestershire County Council's decision to remove them from the directory **must**:

- notify the local authority of the intention to appeal within 14 days of the date of the letter
- following receipt of a letter of appeal, Gloucestershire County Council will notify the provider within 14 days a date for an appeal hearing and the procedure and format of the appeal process. At this time the provider will be asked to submit any written evidence to support their appeal
- evidence from the provider and from Gloucestershire County Council will be circulated to all parties 14 days before the appeal date
- the provider will be notified of the appeal panel's decision within 5 working days.

If a provider wishes to object to the appeals decision, it will then be taken as a complaint towards Gloucestershire County Council and be treated as such by progressing it through the local authority's complaints policy. The appeal decision will stand and be implemented whilst the complaints procedure is underway.

16.2 If a provider is dissatisfied with their treatment under this appeals procedure, they may make a complaint to the Local Government Ombudsman (see Complaints Procedure section for contact details) after the full appeals procedure with Gloucestershire County Council has been exhausted. Local Government Ombudsman Advice Team can be contacted on 0300 061 0614 or 0845 602 1983 <http://www.lgo.org.uk/>

17.Complaints process

17.1. Should a provider have a complaint the complaint will be dealt with in accordance with Gloucestershire County Council's complaints procedure which can be found on:

<http://www.gloucestershire.gov.uk/customerservices>.

17.2 If a parent has a concern regarding the funded entitlement, or the providers pricing policy in relation to additional hours, they should in the first instance discuss this with the provider. The provider **should** investigate the concern in accordance with their own complaints policy. If the parent still feels that the matter relating to the funded entitlement is not resolved, the parent should inform the Finance Support Team at Gloucestershire County Council of their concerns in writing. The Local Authority cannot intervene in disputes relating to fees over and above the funded entitlement. These fees form part of the parent's contract and the provider's business plan and as such are a private matter between the provider and the parent.

17.3. The Provider should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this agreement and in the Early Education and Childcare Statutory guidance for Local Authorities.

17.4 If Gloucestershire County Council is made aware by a parent that any of the non compliant practices may have been carried out, the local authority will immediately investigate further and request detailed information on billing/invoice material. Providers are required to make all information available to the Council on request.

THIS AGREEMENT is made from 1st April 2019 to 31st March 2020

Between:

(1) Gloucestershire County Council of Shire Hall, Westgate Street, Gloucester
GL1 2TG ("the Local Authority")

(2) _____ ("the Provider")
Insert your provider name

DECLARATION

Type of Provision: *please indicate* **Playgroup, Day Nursery, Childminder, Independent School, School Managed**

I confirm that this provision will meet the conditions of funding as set out in the DfE Early Education and Childcare: Statutory Guidance for Local Authorities, June 2018 and the Early Years Funded Entitlement for 2, 3 & 4 Year Olds as set out in this Local Provider Agreement.

I agree to repay Gloucestershire County Council all funding received in respect of the period for which the conditions of this agreement are not met.

It is my intention to offer the following types of entitlement:

- 2 year old funding**
- 3 & 4 year old universal entitlement - first 15 hours**
- 3 & 4 year old extended entitlement - up to 30 hours**

Owner/Chair of Committee/Registered Person/Head Teacher

Name: _____ Date: _____

Signed: _____ Job Title: _____

Address: _____

Email: _____

Gloucestershire County Council agrees to fund the provider in accordance with the terms of this Local Provider Agreement



Signed: _____ Date effective from: 1st April 2019

Position: Early Years Service Manager

Please return this page only to the Family Information Service

either e-mail familyinfo@gloucestershire.gov.uk

or post: Family Information Service, Shire Hall, Westgate Street, Gloucester GL1 2TG