**BRISTOL CITY AUTHORITY**

**and**

**[INSERT PROVIDER]**

**THE PROVISION OF AN OPEN FRAMEWORK OF ALTERNATIVE LEARNING PROVISION FOR CHILDREN AND YOUNG PEOPLE**

|  |  |
| --- | --- |
| **Contract No.** | ProContract ID : DN549611 |
| **Authority :** | Bristol City Authority |
| **Authority 's address:** | City Hall, College Green, Bristol, BS1 5TR |
| **Authority 's representative:** | Name: Mark Kennedy  Title: Headteacher, Alternative Learning Provision Hub  Email: mark.kennedy@bristol.gov.uk  Telephone: 0771 775 4537  Postal Address: City Hall, College Green, Bristol, BS1 5TR |
| **Provider:** | XXX (Companies House No. ) |
| **Provider's address:** | TBC |
| **Provider's representative:** | Name: TBC  Title: TBC  Email: TBC  Telephone: TBC  Postal Address: TBC |
| **Services Start Date:** | 1st September 2022 |

This agreement is dated [DATE]

**PARTIES**

**(1) Bristol City Authority** whose principal place of business is at City Hall, College Green, Bristol, BS1 5TR **(Authority)**

**(2)**[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Provider)**

**BACKGROUND**

**(A)**  On the basis of the Provider’s Tender, the Authority selected the Provider to enter a framework agreement to provide services to those Commissioners who place Orders in accordance with this Framework Agreement.

**(B)**  This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Provider under this Framework Agreement.

**(C)**  It is the Parties’ intention that Commissioners have no obligation to place Orders with the Provider under this Framework Agreement or at all.

**AGREED TERMS**

1. **DEFINITIONS AND INTERPRETATION**    
   1. The definitions and rules of interpretation in this clause apply in this Framework Agreement.

**Approval:**  means the prior written approval of the Authority.

**Audit:**  means an audit carried out pursuant to Clause 9

**Auditor:**  means the Authority’s internal and external auditors, including the Authority’s statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to carry out audit or similar review functions and the successors or assigns of any Auditor.

**Authority:** means Bristol City Authority

**Authorised Representative:**  means the persons respectively designated as such by the Authority and the Provider, the first such persons being set out in Clause 28

**Award Criteria:**  means the Standard Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

**Change of Control:**  means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

**Commencement Date:**  means 1st September 2022.

**Competed Services Award Criteria**: means the award criteriato be established and applied by Commissioners placing Order for the Services.

**Complaint:**  means any formal complaint raised by any Commissioner in relation to the performance under the Framework Agreement or any Contract in accordance with Clause 18

**Confidential Information:**  means any information of either Party, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Providers of the Parties, including Personal Data, intellectual property rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this agreement and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential.

**Contract:**  means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between a Commissioner and the Provider comprising an Call-Off Contract and its appendices

**Commissioner**: means Bristol City Council, North Somerset Council, South Gloucestershire Council or of Bristol City Council, North Somerset Council, South Gloucestershire Council Schools

**Default:**  means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

**Data Protection Legislation:**  the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Data Subject:** shall have the same meaning as set out in the Data Protection Legislation.:

**Environmental Information Regulations:**  mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Extension Period:** shall heave the meaning given to Clause 31.

**FOIA:**  means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Framework Agreement:**  means this agreement and all Schedules to this agreement.

**Framework Providers:**  means the Provider and other Providers appointed as framework providers under this Framework Agreement.

**Framework Year:**  means a period of 12 months, commencing on the Commencement Date.

**GDPR:** means the General Data Protection Regulation ((EU) 2016/679)

**Guidance:**  means any guidance issued or updated by the UK government from time to time in relation to the Regulations.

**Information:** has the meaning given under section 84 of the FOIA.

**Intellectual Property Rights:**  means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

**KPIs:** the key performance indicators set out in Schedule 3.

**Law:**  means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

**Monitoring Information:**  means the monitoring information specified in Schedule 5

**Month:**  means a calendar month.

**Order:**  means an order for Services sent by any Commissioner to the Provider in accordance with the award procedures in Clause 4 *,* setting out details of the services provided in the form set out in Schedule 4 or as otherwise agreed in accordance with *Clause 4.*

**Call-Off Contract** means the agreement between the Commissioner and the Provider setting out details of the services provided in the form set out in *Schedule 4* or as otherwise agreed in accordance with Clause 4.

**Parent Company:**  means any company which is the ultimate Holding Company of the Provider and which is either responsible directly or indirectly for the business activities of the Provider or which is engaged in the same or similar business to the Provider.

**Holding Company**: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

**Party:**  means the Authority and/or the Provider.

**Personal Data: shall have the same meaning as set out in the Data Protection Legislation.:**

**SQ Response:**  means the response to the standard selection questionnaire submitted by the Provider to the Authority on [DATE].

**Prohibited Act:**  the following constitute Prohibited Acts:

(a)  to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

(i)  induce that person to perform improperly a relevant function or activity; or

(ii)  reward that person for improper performance of a relevant function or activity;

(b)  to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;

(c)  committing any offence:

(i)  under the Bribery Act 2010;

(ii)  under legislation creating offences concerning fraudulent acts;

(iii)  at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

(d)  defrauding, attempting to defraud or conspiring to defraud the Authority.

**Regulations:**  means the Public Contracts Regulations 2015 (*SI 2015/102*).

**Regulatory Bodies:** means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

**Requests for Information:**  means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

**Services:**  means the Alternative Learning for Children and Young People detailed in Schedule 1.

**Social Value Obligations;** the SVO offered in the Providers tender

**Staff:**  means all persons employed by the Provider together with the Provider’s servants, agents, Providers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

**Standard Services:**  means the standard services referred to in Schedule 1*.*

**Standard Services Award Criteria:**  means the award criteria to be applied for the award of Contracts for Standard Services as set out in Clause 4 and Schedule 1.

**Subcontract:**  any contract between the Provider and a third party pursuant to which the Provider agrees to source the provision of any of the Services from that third party.

**Subcontractor:**  the contractors or service providers that enter into a Subcontract with the Provider.

**Supplemental Tender:**  means the documents submitted to a Commissioner in response to the Commissioner’s invitation to Framework Providers for formal offers to supply it with Competed Services.

**Tender:**  means the tender submitted by the Provider to the Authority on [DATE].

**Term:**  means the period commencing on the Commencement Date and ending on the fifth anniversary of the Commencement date (subject to extension period)

**Termination Date:**  means the date of expiry or termination of this Framework Agreement.

**TOMS Framework**: (National Themes Outcomes and Measures (TOMs) Framework) the TOMS Framework can be located on the following website address:

[https://www.bristol.gov.uk/documents/20182/239382/BristolCityAuthorityTOMs+V12.xlsx/51a189ff-926c-11c7-c121-bc3e01624ab9](https://www.bristol.gov.uk/documents/20182/239382/BristolCityCouncilTOMs+V12.xlsx/51a189ff-926c-11c7-c121-bc3e01624ab9)

Further information about the TOMS Framework can be found on: <https://socialvalueportal.com>

**UK Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Working Days:**  means any day other than a Saturday, Sunday or public holiday in England and Wales.

**Year:**  means a calendar year.

**Young Person:** a young person who will be the recipient of the Alternative Learning

* 1. The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

(a)  words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b)  words importing the masculine include the feminine and the neuter;

(c)  the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

(d)  references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(e)  references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(f)  headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

(g)  the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;

(h)  references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;

(i)  references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

(j)  reference to a clause is a reference to the whole of that clause unless stated otherwise.

**PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE**

1. **TERM OF FRAMEWORK AGREEMENT**    
   1. The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term, subject to Clause 31
2. **SCOPE OF FRAMEWORK AGREEMENT**    
   1. This Framework Agreement governs the relationship between the Authority and the Provider in respect of the provision of the Services by the Provider to Commissioners.
   2. The Authority appoints the Provider as a Framework Provider of the Services and the Provider shall be eligible to receive Orders for such Services from Commissioners during the Term.
   3. Commissioners may at their absolute discretion and from time to time order Services from the Provider in accordance with the ordering procedure set out in *Clause 4* during the Term. The Parties acknowledge and agree that Commissioners have the right to order Services pursuant to this Framework Agreement provided that they comply at all times with the Regulations and the ordering procedure in *Clause 4.*  If there is a conflict between Clause 4 and the Regulations, the Regulations shall take precedence.
   4. If and to the extent that any Services under this Framework Agreement are required each and every Commissioner shall:

(a)  enter into a contract with the Provider for these Services materially in accordance with the terms of the Call-Off Contract; and

(b)  comply with the ordering procedure in *Clause 4*

* 1. The Provider acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Commissioner for the Services and that the Commissioner is at all times entitled to enter into other contracts and arrangements with other Providers for the provision of any or all services which are the same as or similar to the Services.
  2. The Authority shall not in any circumstances be liable to the Provider or any Commissioners for payment or otherwise in respect of any Services provided by the Provider to any Commissioners.

1. **AWARD PROCEDURES**

**Form of Order**

* 1. Each Commissioner may place an Order with the Provider by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Provider including systems of ordering involving fax, e-mail or other online solutions.

**Competed Services**

* 1. If a Commissioner decides to source Services through the Framework Agreement, including the block purchasing of multiple places, then it shall:

1. identify the relevant Lot to which its required Services fall under;
2. identify the potential Providers based on the criteria set out in Schedule 1: the Service Specification, which its Services requirements fall into;
3. send an Order Form including the Competed Services Award Criteria and Supplemental Tender to Framework Providers under the identified Lot.

**Standard Services**

* 1. If a Commissioner decides to source Standard Services through the Framework Agreement then it shall:

1. identify the relevant Lot to which its required Services fall under;
2. identify the Provider based on the criteria set out in Schedule 1: the Service Specification, which its Standard Services requirements fall into;

(b)  send an Order to the most appropriate Framework Provider;

(c)  if the Framework Provider who was most appropriate is not able to provide the Services, send an Order to the Framework Provider ranked next most appropriate;

(d) repeat the process until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

**Accepting and declining Orders**

* 1. Following receipt of an Order pursuant to Clause 4.3 above, the Provider shall promptly and in any event within a reasonable period determined by the relevant Commissioner and notified to the Provider in writing at the same time as the submission of the Order (which in any event shall not exceed five Working Days) acknowledge receipt of the Order and either:

1. notify the Commissioner in writing and with detailed reasons that it is unable to fulfil the Order; or
2. notify the relevant Commissioner that it is able to fulfil the Order by signing and returning the Call-Off Contract .
   1. If the Provider:
3. notifies the Commissioner that it is unable to fulfil an Order; or
4. the time limit referred to in Clause 4.4 has expired;

then the Order shall lapse and the relevant Commissioner may then send that Order to another Framework Provider in accordance with the procedure set out in Clause 4.3.

* 1. If the Provider modifies or imposes conditions on the fulfilment of an Order, then the Commissioner will treat the Provider’s response as notification of its inability to fulfil the Order and the provisions of Clause 4.5 shall apply.
  2. The Parties acknowledge and agree that the placement of an Order is an “invitation to treat” by the Commissioner. Accordingly, the Provider shall sign and return the Order Form which shall constitute its offer to the Commissioner. The Commissioner shall signal its acceptance of the Provider’s offer and the formation of a Contract by counter-signing the Order Form which shall be deemed to incorporate appendix 1 the Call-Off Contract, appendix 2 the Specification, appendix 3 the Provider Tender, appendix 4 the Change of Provision form (or equivalent) and where applicable any other documentation the Commissioner deems necessary and/or has specified in the Order Form.

1. **CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS**    
   1. The Provider shall perform all Contracts entered into with a Commissioner in accordance with:
2. the requirements of this Framework Agreement; and
3. the Order Form including appendices and any other requirements stipulated in the Order Form.
   1. In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
4. The clauses of this framework agreement
5. Schedule 1: the specification
6. Schedule 4: the Order Form and appendices
7. Any document referred to in this contract
8. Schedule 2: The Providers Tender
9. **WARRANTIES AND REPRESENTATIONS**
   1. The Provider warrants and represents to the Authority that:
10. it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
11. this Framework Agreement is executed by a duly authorised representative of the Provider;
12. in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
13. as at the Commencement Date, all information, statements and representations contained in the Tender and the SQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
14. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
15. it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
16. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider’s assets or revenue.
17. **SERVICE PRE-REQUISITES**    
    1. The Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

**PART TWO: PROVIDER’S INFORMATION OBLIGATIONS**

1. **REPORTING AND MEETINGS**
   1. The Provider shall submit Monitoring Information to the Commissioner in the form set out in Schedule 5 throughout the Term.
   2. The Authorised Representatives shall meet in accordance with the details set out in Schedule 5 and the Provider shall, at each meeting, present its previously circulated Monitoring Information in the format set out in that Schedule.
   3. The Commissioner may make changes to the nature of the Monitoring Information that the Provider is required to supply and shall give the Provider at least one month’s written notice of any changes.
2. **RECORDS AND AUDIT ACCESS**
   1. The Provider shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with Commissioner and the amounts paid by each Commissioner.
   2. The Provider shall keep the records and accounts referred to in Clause 9.1 above in accordance with good accountancy practice.
   3. The Provider shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.
   4. The Provider shall provide such records and accounts (together with copies of the Provider’s published accounts) during the Term and for a period of six years after expiry of the Term to the Authority (or relevant Commissioner) and the Auditor.

* 1. The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Provider or delay the provision of the Services pursuant to the Contracts, save insofar as the Provider accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
  2. Subject to the Authority’s rights of confidentiality, the Provider shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:

1. all information requested by the Auditor within the scope of the Audit;
2. reasonable access to sites controlled by the Provider and to equipment used in the provision of the Services; and
3. access to the Staff.
   1. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 9, unless the Audit reveals a material Default by the Provider in which case the Provider shall reimburse the Authority for the Authority’s reasonable costs incurred in relation to the Audit.
4. **CONFIDENTIALITY**
   1. Subject to Clause 10.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
   2. Clause 10.1 shall not apply to any disclosure of information:
5. required by any applicable law or to any disclosures required under the FOIA or the Environmental Information Regulations;
6. that is reasonably required by persons engaged by a Party in the performance of that Party’s obligations under this Framework Agreement;
7. where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 10.1;
8. by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
9. to enable a determination to be made under Clause 19;
10. which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
11. by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
12. by the Authority relating to this Framework Agreement and in respect of which the Provider has given its prior written consent to disclosure.
13. **Key Performance Indicators**
    1. Where any service is stated in Schedule 3 to be subject to a specific KPI, the Provider shall provide that Service in such a manner as will meet or exceed that specific KPI.
    2. The Provider shall provide records of and Management Information summarising the achieved KPI’s as provide for in Schedule 5.
    3. The provider shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
14. **DATA PROTECTION**
    1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this Clause 12, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
    2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the data controller and the Provider is the data processor. Schedule 6 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
    3. Without prejudice to the generality of Clause 12.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
    4. Without prejudice to the generality of Clause 12.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
15. process that Personal Data only on the written instructions of the Authority (as set out in Schedule 6), unless the Provider is required by the Applicable Laws to otherwise process the Personal Data. Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Authority of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Authority;
16. ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
17. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
18. the Authority or the Provider has provided appropriate safeguards in relation to the transfer;
19. the Data Subject has enforceable rights and effective remedies;
20. the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
21. the Provider complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
22. notify the Authority immediately if it receives:
23. a request from a Data Subject to have access to that person’s Personal Data;
24. a request to rectify, block or erase any Personal Data;
25. any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
26. assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
27. notify the Authority immediately on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
28. at the written direction of the Authority, delete or return Personal Data and copies thereof to the Commissioner on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
29. maintain complete and accurate records and information to demonstrate its compliance with this Clause 12 and allow for audits by the Authority or the Authority’s designated auditor pursuant to Clause 9 and immediately inform the Commissioner if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation;
30. indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Provider’s obligations under this Clause 12.
    1. Where the Provider intends to engage a Sub-Contractor pursuant to *Clause 21* and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
31. notify the Authority in writing of the intended processing by the Sub-Contractor;
32. obtain prior written consent from the Authority to the processing;
33. ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this Clause 12.
    1. Either party may, at any time on not less than 30 Working Days’ written notice to the other party, revise this Clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

* 1. The provisions of this clause shall apply during the continuance of this agreement and indefinitely after its expiry or termination.

1. **FREEDOM OF INFORMATION**    
   1. The Provider acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Provider shall:
2. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
3. transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
4. provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority’s request for such Information; and
5. not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
   1. The Provider acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Provider. The Authority shall take reasonable steps to notify the Provider of a Request for Information (in accordance with the section 45 FOIA Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
6. **PUBLICITY**    
   1. Unless otherwise directed by the Authority, the Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Authority’s prior written consent.
   2. The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.
   3. The Provider shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

**PART THREE: FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION**

1. **TERMINATION**

**Termination on Default**

* 1. The Authority may terminate the Framework Agreement by serving written notice on the Provider with effect from the date specified in such notice:

1. where the Provider commits a material breach and:

1. the Provider has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or
2. the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
3. where any Commissioner terminates a Contract awarded to the Provider under this Framework Agreement as a consequence of a material breach by the Provider;
4. where any warranty given in *Clause 6* of this agreement is found to be untrue or misleading;
5. if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

* 1. For the purposes of Clause 15.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

1. a substantial portion of this agreement; or
2. any of the obligations set out in Clause 34,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

**Termination on insolvency and Change of Control**

* 1. Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving notice to the Provider if:

1. the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
2. the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider (being a company);
4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider (being a company);
5. the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;
6. a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;
7. the Provider (being an individual) is the subject of a bankruptcy petition or order;
8. a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider’s assets and such attachment or process is not discharged within 14 days;
9. any event occurs, or proceeding is taken, with respect to the Provider in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.3(a) to Clause 15.3(h)(inclusive); or
10. the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.  
    1. The Provider shall notify the Authority immediately if the Provider undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Provider with immediate effect within six Months of:
11. being notified that a Change of Control has occurred; or
12. where no notification has been made, the date that the Authority becomes aware of the Change of Control;
13. but shall not be permitted to terminate where an Approval was granted before the Change of Control.

**Termination by Authority for convenience**

* 1. The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months written notice to the Provider and all other Framework Providers.

1. **SUSPENSION OF PROVIDER’S APPOINTMENT**

* 1. Without prejudice to the Authority’s rights to terminate the Framework Agreement in *Clause 15* above, if a right to terminate this Framework Agreement arises in accordance with *Clause 15* the Authority may suspend immediately the Provider’s right to receive Orders by giving notice in writing to the Provider. If the Authority provides notice to the Provider in accordance with this Clause 16, the Provider’s appointment shall be suspended for the period set out in the notice or such other period notified to the Provider by the Authority in writing.
  2. In light of the information available, the Authority shall consult with the Commissioner who will consider the implications of the suspension for any existing Call-Off Contracts with the Provider, consulting with parents and other key agencies relevant to each child and young person and undertaking a risk assessment in respect of each individual placement. The Commissioner will then take a decision as to whether or not to remove an individual child or young person from a placement.
  3. Any such decision will also apply to subcontracted arrangements with the Provider, made through the Contract.
  4. Where there are existing placements with the Provider which are retained during a suspension, the Provider will agree a service improvement plan including regular progress meetings with the Commissioner, and will facilitate any site visits by the Commissioner that are required.
  5. Where the concerns relate to safeguarding, the Commissioner will ensure that contact is made (either by making contact or by agreement with another officer of the Commissioners) with the area Local Participating Authorities Designated Officer (LADO) and alert the Authority and the Commissioner's Safeguarding Teams.
  6. Notwithstanding clause 15.2 and 16.1 a material breach which is likely lead to a suspension shall include, but are not limited to:

1. Safeguarding concerns, and concerns that the welfare, health and safety of children and young people is compromised
2. A child or young person’s academic or personal support is not being provided in line with the service specifications, Provider tender or Order Form
3. Concerns over staffing expertise, turnover or staff to child ratios, particularly where this impedes the ability to deliver the service in line with the service specifications, Provider tender or Order Form
4. Persistent complaints from children, young people, parents and/or carers, particularly where no identifiable action has been taken to address these.
5. **CONSEQUENCES OF TERMINATION AND EXPIRY**
   1. Notwithstanding the service of a notice to terminate the Framework Agreement, the Provider shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 17.
   2. Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
   3. Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Provider shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Provider’s possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Provider’s reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
   4. Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
   5. The provisions of Clause 6, *Clause 9, Clause 10, Clause 12,* Clause 13, Clause 15, Clause 19, Clause 25, Clause 26, Clause 27, Clause 28 and Clause 30 and shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.
6. **COMPLAINTS HANDLING AND RESOLUTION**
   1. Within two Working Days of a request by the Authority, the Provider shall provide full details of a Complaint to the Authority, including details of steps taken for its resolution.
   2. Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Provider to take remedial action under the provisions of the Framework Agreement or a Contract, the Provider shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
7. **DISPUTE RESOLUTION**
   1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
8. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Education Inclusion Manager of the Authority and [EMPLOYEE TITLE] of the Provider shall attempt in good faith to resolve the Dispute;
9. if the Education Inclusion Manager of The Authority and [EMPLOYEE TITLE] of the Provider are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Inclusive City of the Authority and [SENIOR OFFICER TITLE] of the Provider who shall attempt in good faith to resolve it; and
10. if the Head of Inclusive City of the Authority and [SENIOR OFFICER TITLE] of the Provider are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 14 days after the date of the ADR notice.]
    1. The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under *Clause 19* which clause shall apply at all times.

**PART FIVE: GENERAL PROVISIONS**

1. **PREVENTION OF BRIBERY**
   1. The Provider:
2. shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
3. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Commissioner, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Commissioner before execution of this Framework Agreement.
   1. The Provider shall:
4. if requested, provide the Commissioner with any reasonable assistance, at the Commissioner’s reasonable cost, to enable the Commissioner to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
5. within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Commissioner in writing (such certification to be signed by an officer of the Provider) compliance with this Clause 20 by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Framework Agreement. The Provider shall provide such supporting evidence of compliance as the Commissioner may reasonably request.
   1. The Provider shall have an anti-bribery policy (which shall be disclosed to the Commissioner) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.
   2. If any breach of Clause 20.1 is suspected or known, the Provider must notify the Commissioner immediately.
   3. If the Provider notifies the Commissioner that it suspects or knows that there may be a breach of Clause 20, the Provider must respond promptly to the Commissioner’s enquiries, co-operate with any investigation, and allow the Commissioner to audit books, records and any other relevant documents.
   4. The Commissioner may terminate this Framework Agreement by written notice with immediate effect if the Provider, its Staff or Sub-Contractors (in all cases whether or not acting with the Provider’s knowledge) breaches Clause 20.1
   5. Any notice of termination under Clause 20.6 must specify:
6. the nature of the Prohibited Act;
7. the identity of the party whom the Commissioner believes has committed the Prohibited Act; and
8. the date on which this Framework Agreement will terminate.
   1. Despite Clause 20, any dispute relating to:
9. the interpretation of this Clause 20; or
10. the amount or value of any gift, consideration or commission,

shall be determined by the Commissioner and its decision shall be final and conclusive.

* 1. Any termination under this Clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Commissioner.

1. **SUBCONTRACTING AND ASSIGNMENT**
   1. Subject to Clause 20.2 and Clause 20.3 neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Provider subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority.
   2. The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.
   3. Provided that the Authority has given prior written consent, the Provider shall be entitled to novate the agreement where:
2. the specific change in contractor was provided for in the procurement process for the award of this agreement;
3. there has been a universal or partial succession into the position of the Provider, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

1. **VARIATIONS TO FRAMEWORK AGREEMENT**
   1. No deletion from, addition to, or variation, of the Conditions of this framework agreement, including in the price shall have any effect unless agreed by the Parties Authorised Officers and recorded in writing and signed by the Parties.
2. **THIRD PARTY RIGHTS**
   1. Except as provided in this Agreement a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
   2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
3. **SEVERANCE**
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
   2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
4. **RIGHTS AND REMEDIES**
   1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
5. **WAIVER**
   1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
6. **ENTIRE AGREEMENT**
   1. This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this Clause 27 shall operate to exclude any liability for fraud.
   2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.
7. **NOTICES**
   1. Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.
   2. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by e-mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 28.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours, in the case of e-mail or sooner where the other Party acknowledges receipt of such letters, or fax or e-mail.
   3. For the purposes of Clause 28.2, the address of each Party shall be:

**(a)**  For the Authority and Commissioners:

Bristol City Council

Address: City Hall, PO Box 3399, Bristol BS1 9NE

For the attention of: Natasha Spence, Education Inclusion Manager, Alternative Learning Provision Hub

Tel: 07983464615

E-mail: natasha.spence@bristol.gov.uk

North Somerset Council

Address: Town Hall, Walliscote Grove Road, Weston-super-Mare, North Somerset, BS23 1UJ

For the attention of: Alison Stone, Head of Strategic Commissioning, Children’s Services

Tel: 07971497811

E-mail: [alison.stone@n-somerset.gov.uk](mailto:alison.stone@n-somerset.gov.uk)

South Gloucestershire Council

Address: Department for Children, Adults and Health, PO Box 1955, Bristol, BS37 0DE

For the attention of: Flora Robson, Commissioning Officer - SEND

Tel: 01454865235

E-mail: [flora.robson@southglos.gov.uk](mailto:flora.robson@southglos.gov.uk)

**(b)**  For the Provider:

[NAME OF SERVICE PROVIDER’S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

E-mail:

* 1. Either Party may change its address for service by serving a notice in accordance with this clause.

1. **SOCIAL VALUE OBLIGATIONS**
   1. The Provider offered to commit to the following Social Value Obligations as part of its submitted tender as detailed at Schedule 2.
   2. The Authority has accepted the Providers proposed Social Value Obligations as part of its tender.
   3. The parties intend that the delivery of those Social Value Obligations shall be a condition of this contract.
   4. In event that the Provider fails to deliver any of the Social Value Obligations (in whole or in part) this shall be a material breach of the contract, and the Authority, in its complete discretion, may elect to either;
2. terminate the contract in accordance with Clause 15.
3. recover from the Provider (by way of set off or otherwise) a sum equivalent to the notional value of that Social Value Obligation (pro rata where appropriate) as provided in the TOMS Framework, should the Provider have applied to a contract lot to which the TOMS Framework is applied
   1. In respect of the Providers Social value Obligations, failure to deliver will trigger the payment of the following;

*Example: A Provider agreed to provide 100 hours of staff volunteer time to help keep green spaces clean as part of their tender (Bristol reference BT37 on the TOMS) but only delivered 50 hours.*

*Then the value owed by the Provider would be the remaining hours (50) x the proxy value of the hours (£13.86 per hour) totalling £693.*

* 1. The Provider herby confirms that the Provider has read and understood the content and operation of the TOMS Framework in connection with the Provider’s Social Value Obligations and the financial implications in the event of failure to deliver them.
  2. The Provider shall cooperate fully with Authority in connection with the provision of such information as the Authority may reasonably require to enable the Authority to assess the Providers compliance with its Social Value Obligations.

1. **GOVERNING LAW AND JURISDICTION**
   1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
   2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).
2. **EXTENDING THE INITIAL TERM**
   1. The Authority may extend this agreement beyond the Initial Term by further periods of up to 1 year, being the "**Extension Period**". If the Authority wishes to extend this agreement, it shall give the Provider with 1 month written notice of such intention before the expiry of the Initial Term or Extension Period.
   2. If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
   3. If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of Clause 17 shall apply.
3. **SUPPLY OF SERVICES**
   1. The Provider shall supply the Services to the Commissioner from the Services Start Date in accordance with the Contract.
   2. In supplying the Services, the Provider shall:
4. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Provider's industry, profession or trade;
5. co-operate with the Commissioner in all matters relating to the Services, and comply with all instructions of the Commissioner;
6. comply with all applicable laws, statutes, regulations, statutory guidance and codes of practice from time to time in force and updated in particular;

* [The Children Act 1989](http://www.legislation.gov.uk/ukpga/1989/41/contents);
* [Education Act 1996](https://www.legislation.gov.uk/ukpga/1996/56/contents);
* Keeping Children Safe in Education (as is in force and updated) ;
* Working Together to Safeguard Children’ (as is in force and updated);
* SEND Code of Practice (as is in force and updated)
* [Education Act 2002](https://www.legislation.gov.uk/ukpga/2002/32/contents)
* [Education and Skills Act 2008](https://www.legislation.gov.uk/ukpga/2008/25/contents)
* Alternative provision statutory guidance 2016 (as is in force and updated)

(d) perform the Services in accordance with Schedule 1

1. **CHARGES AND PAYMENT**
   1. In consideration for the provision of the Services, the Commissioner shall pay the Provider the Charges in accordance with this Clause 33.
   2. The Provider shall submit invoices for the Charges plus VAT if applicable to the Commissioner monthly in arrears, or at the end of each academic term if agreed in advance between Commissioner and Provider. Each invoice shall include all supporting information reasonably required by the Commissioner.
   3. The Commissioner shall pay each invoice which is properly due and submitted to it by the Provider, within 30 days of receipt.

**Method of Payment and Calculation of Charges**

* 1. Payment will be made based on the number of school days (including INSET days) that a pupil attends or is on roll with a provider.
  2. Where an annual price has been submitted as part of a Provider Tender, payment shall be calculated based on a calculated day rate (Submitted Annual Rate/ Number of School Days in an Academic Year)
  3. Charges will be paid at the rate set out in the Provider Tender and at the rate specified in the Order Form for any additional services
  4. At any point during the Contract Term, the Provider may request the Authority to reduce the price for any services set out in the Provider Tender
  5. At any point during the Contract Term, the Provider may update the Provider Tender to include a new service, with associated cost, provided this is materially different from a service already included in the Provider Tender
  6. During the Contract Term, on an annual basis between 1st December and 14th January, the Provider will be able to complete and submit to the Authority a fee increase request for placements under the framework terms and conditions. A decision will be given by 31st May, with any granted uplift coming into effect from 1st September onwards. If a fee increase request is not received by 14th January, it shall be assumed that the Provider is not applying for uplift.
  7. The annual fee increase will be based on a calculation of 40% of national teacher salary increase award + 40% of NJC salary increase award + 20% of the October Consumer Price Index (CPI), up to a total of 2.5%, whichever is less.
  8. In extraordinary circumstances, a Provider may submit a fee increase request above the calculated rate. Such a request would relate to circumstances unforeseen at the point of submitting their tender and be necessary and proportionate to support the immediate financial sustainability of the Provider, with evidence submitted to demonstrate this.
  9. All requests for increase in fees must be received using the Fee Increase Request Form which will be circulated ahead of the annual uplift period. Providers will apply a responsible approach and only request what is required. This must be evidenced, and costings clearly broken down on the supporting Fee Increase Request Form. No uplift will be granted for items without sufficient evidence to support the application.
  10. In order to inform and support any such fee review applications the Authority may request:

1. a copy of the Provider’s most recent two years of accounts (audited where applicable); and/or
2. any additional information and documentation from the Provider which is relevant to the fee review process
   1. In response to any performance concerns identified as part of regular contract monitoring, any fee uplift may be linked to a service improvement plan.

**Core Costs**

* 1. Provider Costs submitted as part of the Tender Process must cover all core costs of providing the alternative learning service, including, but not limited to:
     1. **All costs related to programme delivery including:**
        1. Materials including paper, books, craft
        2. Exam fees
        3. Education excursions including travel
        4. Alternative, assistive and augmented communication aids that are generally available and suitable for the designated needs of pupils expected to attend the setting (not specific to an individual pupil’s needs)
        5. Sensory equipment to access the curriculum including technical aids that is generally available and suitable for the designated needs of pupils expected to attend the setting (not specific to an individual pupil’s needs)
        6. Depreciation
     2. **All costs related to core staffing and salary including**:
        1. Teaching staff
        2. Programme support staff such as curriculum lead, transitions lead, careers lead, Special Educational Needs Co-ordinators (SENCOs)
        3. Senior management
        4. Estates and maintenance
        5. Finance
        6. HR
        7. IT
        8. Marketing
        9. Catering
        10. Administration
     3. **All costs related to Core Staffing costs including:**
        1. Attendance at meetings and reviews
        2. Contingency and agency staff
        3. Staffing checks including DBS checks
        4. External consultants
        5. Recruitment
        6. Staff uniform (where relevant)
        7. Training
        8. Travel
        9. Volunteering time
     4. **All costs relating to operating costs including:**
        1. Bank charges
        2. Cleaning
        3. Taxation
        4. Depreciation
        5. Furniture, furnishing and white goods
        6. Catering
        7. Insurance
        8. ICT
        9. Legal and professional fees
        10. Maintenance, including grounds
        11. Marketing
        12. Outdoor facilities
        13. Play and sensory equipment for general use
        14. Rent/mortgage
        15. Subscriptions, registration and professional fees
        16. Utilities
     5. **All costs related to vehicles where this is part of the core offer, not including bespoke funding provided by local authority Home to School Transport teams, including:**
        1. Vehicles
        2. Vehicle maintenance
        3. Vehicle fuel
        4. Vehicle insurance
        5. Vehicle tax
        6. Depreciation
     6. **All costs related to supplies and services including:**
        1. Food (all meals and snacks appropriate to the placement type)
        2. Laundry
        3. Waste disposal
        4. Office supplies
        5. Equipment including photocopies, printers, IT equipment and depreciation
        6. Inspection and registration fees
        7. Insurance
        8. Stationary, postage and printing
        9. Telephone and mobile phone costs
     7. **All costs relating to pupils including:**
        1. Planned leisure activities
        2. Day to day costs related to health needs (as appropriate to the setting and not specific to an individual pupil’s needs)
        3. Therapeutic equipment and materials that are generally available and suitable for the designated needs of pupils expected to attend the setting, including those related to positive behavioural support, trauma-informed support, speech and language support (not support specific to an individual pupil’s needs)
        4. IT equipment
        5. General equipment that is considered to be necessary and suitable for the designated needs of pupils expected to attend the setting
        6. Requirements to makes reasonable arrangements based on a pupil’s protected characteristics, including ensuring that a pupil can practise their chosen faith and maintain cultural links, that are agreed in advance with the setting
     8. **All costs related to planned capital expenditure including:**
        1. Major capital costs
        2. Large scale maintenance programmes

1. **SAFEGUARDING POLICIES AND PROCEDURES**
   1. The parties agree that the provisions of Schedule 7 shall apply to the Provider and the Provider’s Personnel.
2. **INSURANCE**
   1. During the term of the Contract and for a period of 12 months thereafter, the Provider shall maintain in force, with a reputable insurance company:
3. public liability insurance with a limit of indemnity not less than (five million Pounds) £5,000,000;
4. employer’s liability insurance with a limit of indemnity not less than (ten million Pounds) £10,000,000; and
5. Where professional services are being provided, professional indemnity insurance with a limit of indemnity not less than (two million and five hundred thousand Pounds) £2,500,000.

to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Commissioner on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Authorised Officer

for and on behalf of BRISTOL CITY COUNCIL

......................

Authorised Officer

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF SERVICE PROVIDER]

......................

Director

1. – Service specification

Due to the variety of services that are required, this specification is divided in to three lots. Bidders are able to tender for one or more of the following lots:

1. **Full-time Alternative Learning Provision**
2. **Part-time Alternative Learning Provision**
3. **Early intervention, in-school Alternative Learning Provision**

**Schedule 1A - Lot 1: Full-time Alternative Learning Provision**

**Key Stages 1, 2, 3, 4**

1. **Introduction**

This is the specification for full-time alternative learning provision (ALP) commissioned by Bristol City Council (“the council”), North Somerset Council, South Gloucestershire Council or any Bristol, North Somerset or South Gloucestershire school purchasing provision from the ALP framework via the dynamic purchasing system established by the council.

This specification forms part of the contract for the provision of alternative learning across Bristol, North Somerset and South Gloucestershire.

* 1. **Aims of the Service**

The aim of the Service will be to offer full-time education to pupils who are not able to, or are at risk of not being able to, receive effective education in mainstream schools, and require support through ALP.

This could be for reasons of physical or mental health, exclusion or additional learning needs, particularly Social, Educational and Mental Health (SEMH) needs. The Service will work in partnership with the local authorities and schools and contribute to achieving the following strategic objectives:

* Improve outcomes for children and young people, including:
  + Are safe and feel safe.
  + Improved attendance.
  + Improved engagement in learning.
  + Improved emotional health and well-being including resilience.
  + Progress in learning.
  + Attainment of academic and/or vocational qualifications.
  + Successful pathway back to mainstream school, special school or onto post-16 opportunities.
  + Achievement of positive post-16 destinations through further education, employment and or/training
  + Improved social skills and life-skills.
  + Improved employability.
* Ensure all pupils are in an education setting that best suits them, be that in a mainstream school, specialist school or alternative learning provision (ALP) (this includes timely progression from ALP).
* Reducing attainment gap between pupils in ALP and mainstream school, particularly for children in care
* Reduce unnecessary travel for children and young people.
  1. **Service Overview**

The Service will offer full-time education to pupils who are not able to, or are at risk of not being able to, receive effective education in mainstream schools, and require support through ALP. The Service will have high aspirations for all pupils and will focus on supporting engagement, personal development and academic learning.

Full- time alternative learning provision will be either:

* Full-time long-term placements (typically up to one or two years).
* Full-time short-term ‘revolving door’ intervention to support access to mainstream or special school education provision (typically around 12 weeks but may be shorter or longer).

It is expected that pupils in Key Stages 1-3 will not be referred to full-time long-term placements, and full-time ALP referrals will be revolving door interventions with the aim of reintegration into mainstream school or move to an appropriate special school.

Full-time learning packages can be provided by one full-time provider or as a ‘blended learning package’ delivered by two or more providers on the ALP framework working together to meet the pupil’s needs. All blended packages require one ‘lead provider’ responsible for coordinating the package and reporting to the council and the referrer.

Provision will include making efforts to secure additional services for pupils including targeted children, youth and/or family services and positive activities outside of school.

Where a provider offers full-time education, they should have independent school status, registered with the Department for Education. Providers should adhere to any local and national guidance on what constitutes full-time education, including [Bristol City Council Advice: Alternative Provision (AP) & Unregistered Schools September 2019](https://www.bristol.gov.uk/documents/20182/3831000/BCC+Advice+-+AP+%26+Unregistered+Schools+-+Sept+2019.pdf/2c2880da-316f-0040-1151-2786c791720f).

* 1. **ALP Commissioning Strategy**

This specification should be read alongside the Alternative Learning Provision commissioning strategy 2022-27. This strategy sets out proposals to support pupils who are not able, or are at risk of not being able, to receive effective education in mainstream schools, and require support through ALP. This could be for reasons of physical or mental health, exclusion or additional learning needs, particularly Social, Educational and Mental Health (SEMH) needs.

The commissioning strategy sets out a whole system approach to commissioning of ALP covering the following 4 stages of a pupil’s journey:

1. Pre-ALP (early intervention)

2. Moving into ALP

3. Thriving, achieving and belonging in ALP

4. Leaving ALP

This approach is pupil-focused, and based on the following values:

* Pupils feel a sense of belonging in their education setting
* Pupils have a voice and can shape their education provision
* High quality provision matches the needs and aspirations of pupils, allowing them to achieve their full potential
* High quality provision reflects and understands the needs of communities
* Education professionals can identify alternative education needs early, and are informed and confident accessing the full range of provision available to pupils

The Strategy sets out a vision for what quality ALP looks like, informed by research and evidence-based practice, including the [IntegratED Alternative Provision Quality Benchmark Toolkit (2021)](https://www.integrated.org.uk/wp-content/uploads/2021/05/AP-Quality-Benchmark-Toolkit-Summary..pdf).

Providers of ALP should ensure the offer meets the quality standards set out in the strategy, as well as fostering a sense of belonging for pupils, as set out in Bristol’s [Belonging in Education Strategy](https://www.bristolonecity.com/wp-content/uploads/2021/10/3-Belonging-Strategy-Belonging-in-Education_weba_v2.pdf), in addition to any relevant North Somerset and South Gloucestershire strategic plans. The Belonging Strategy highlights the importance of children feeling safe and feeling able to participate in order to achieve, and is based around the key themes of:

* + Building Trusted Relationships
  + Learning from One Another
  + Creating an Effective Structure
  1. **Pupils using the service**

The provision will be for Key Stages 1, 2, 3 and 4 pupils with alternative education needs, including many pupils with social, emotional and mental health needs. Evidence from the 2018 Education Select Committee report into alternative provision found that found particular groups of children disproportionately more likely to be educated in ALP:

* + Boys
  + Children in care
  + Children in need
  + Pupils with SEND
  + Pupils from economically disadvantaged backgrounds
  + Pupils from Black Caribbean and Gypsy, Roma, Traveller (GRT) heritage backgrounds

Pupils are likely to have a range of needs that create barriers to accessing mainstream school and may be at risk of disengaging from education and/or being excluded from school. The [2020 Bristol review into ALP](https://democracy.bristol.gov.uk/documents/s62071/Appendix%20A%20Alternative%20provision%20review%20Bristol%20report.pdf) highlighted a range of needs, including:

* + Varying levels of educational development, in part due to periods missing education
  + Undiagnosed educational needs, including issues with speech and language
  + Pupils who have already had a number of moves between different educational establishments, impacting their sense of belonging
  + Safeguarding concerns, including risk of Child Criminal Exploitation and Child Sexual Exploitation
  + Significant numbers of pupils with Education, Health and Care Plans, or in the process of being assessed for one.

The Service will need to be flexible in order to provide an individualised and child-centred approach to support the wide range of needs.

In some circumstances it will be appropriate to carry on ALP support past the end of Key Stage 4, primarily where a child has an Education, Health and Care Plan and/or where the child is a child in care of the local authority.

Where a provider offers this post-16 ALP support, can be delivered up to age 25, in line with national guidance including the SEND Code of Practice.

* 1. **Geographic Area**

The provision of full-time ALP will support children and young people from across the Bristol, South Gloucestershire and North Somerset local authority areas.

1. **Service Description**

The programme offered by the Service will vary depending on the type of Service, the needs of the individual and the agreement between provider and referrer but will be either:

* + Full-time long-term placements (typically up to one or two years).
  + Full-time short-term ‘revolving door’ intervention to support access to mainstream or special school education provision (typically around 12 weeks but may be shorter or longer).

The service will be delivered for the duration of the term dates for each local authority. This will usually consist of 195 days (190 teaching days and 5 INSET days), although this is subject to change on the approval of the Department for Education, such as in years with an additional bank holiday. The service will not be provided on bank holidays.

Lunch breaks are included as hours of education if they are spent on-site, are supervised and contribute to the pupil’s education.

Service delivery will normally be away from the main school site where the pupil is enrolled and take place during the extended school day (8am – 6pm, Monday to Friday).

* 1. **Referral arrangements**

Referrals will be made by Bristol, North Somerset or South Gloucestershire local authorities or schools, with the voice of pupils and their parents/carers central to any referrals made.

Providers will be expected to adhere to processes set out in local authority Fair Access Protocols (FAP), which aim to ensure that vulnerable children, and those who are having difficulty securing a school place in-year, or are at significant risk of permanent exclusion, are allocated an appropriate place as quickly as possible. This includes information on dual rolling and approval processes.

All referrals to long-term full-time alternative learning provision will need the prior approval of the Bristol Inclusion Panel (or equivalent in North Somerset and South Gloucestershire councils).

All referrals should be made by using an Order Form as set out in Schedule 4, setting out the duration and cost for placements, alongside a ‘Change of Provision’ (or equivalent) form with supporting documents (including attendance record and individual education plan). The Change of Provision form will include all information required to support the placements, including but not limited to:

* + Reason for referral
  + Intended duration of placement and plan for intended outcomes and transition at the end of placement
  + Objectives in relation to academic achievement, social and emotional development, behaviour for learning, impulsive/risk taking behaviour and pupil mental health and wellbeing
  + Pupil and parent/carer views, comments and consent
  + Profile of pupils needs including relevant safeguarding concerns and context
  + Pupil EHCPs including information from commissioners setting out how provision is expected to meet the needs identified in the EHCP
  + Relevant professionals currently working with the pupil and details of any support provided
  + Relevant contact at the school for which pupil is on roll
  + Relevant attainment and progress information (e.g. age related expectations)
  + Post-16 aspirations and context (KS4)
  + Option subjects (KS4)

Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

The provider and referrer will agree the details of the placement and the intended duration. This will be set out in the ‘order form’, to the value specified in the provider tender.

Placements will be made either through block contract arrangements, spot purchased through mini-competitions, or directly spot purchased based on the following criteria:

* + Views of the pupil
  + Views of the parents/carers
  + Setting best able to meet pupils’ academic or personal progress outcomes
  + Relevant specialism of the provision
  + Availability
  + Location that best meets pupil needs
  + Setting named on pupil EHCP
  + Cost
  + Quality Assurance monitoring information including Ofsted monitoring information

At the referral stage, before the placement starts, all risk assessment and safeguarding information in relation to the pupil must be shared by the referrer and the provider. Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

* 1. **Induction**

It will be the responsibility of both the commissioner and the provider to ensure an effective referral and induction process that supports a sustainable placement for pupils.

This will include:

* + Ensuring that clear, consistent information is available prior to referral to make informed decisions about appropriate provision, including pupils needs.
  + Safeguarding information and any other relevant information is available to support the pupil and the process.
  + Inclusion of the pupil voice and that of parents/carers to inform decisions about provision and the process.
  + Pupil and parent/carer provided with any relevant information to support induction, including complaints process, in appropriate language and format
  + Consistent expectations of start times, procedures post-referral and at the end of the placement.
  + Following any admittance timescales as set out in local policies and Fair Access Protocols
  1. **Delivering Learning**

The principal place of learning will be in the Bristol, North Somerset or South Gloucestershire area in the premises listed in the provider’s tender submission (or other premises with the prior agreement of the council).

Providers and referrers will agree at the point of referral the location in which the placement will take place (including online), and whether the placement will include:

* + Transport from the pupils’ home to the setting
  + Meals during the day

**The learning environment**: Where provision takes place in a physical location, delivery should be in a suitable, high-quality environment that is conducive to learning and supporting pupil development. It should create a positive ambience where pupils feel safe, comfortable and valued, that develops self-esteem and self-confidence.

High quality internet connections should be available in all formal learning settings sufficient to support all relevant learning activities.

**Transport**: Where transport is directly provided, this should be carried out by a qualified member of staff, in a safe environment, with a risk assessment plan in place.

Should a provision not include transport, a provider should have a travel plan for each pupil setting out how they can travel to and from the setting, promoting healthy and sustainable travel, including walking, cycling and using public transport.

**Provision of meals**: Providers should look to support Bristol’s objectives as a Gold Food City, including locally sourced, healthy and nutritious food, and limiting food waste which also takes account of Health and Safety policies around handling and storage of food, and food allergies.

**2.4 Academic Learning and Qualifications**

The provider will agree with the commissioner, within 10 days of the start of each placement, an individual learning plan (ILP) or equivalent for each pupil. The ILP will correspond to the Personal Education Plan or Education, Health and Care Plan for any pupils who have them. The ILP will be reviewed and updated regularly, at least termly for a long-term placement and more frequently for a revolving door placement.

The service will offer full-time education for a minimum of 38 weeks per year with every hour of education focused on learning objective(s). The full-time curriculum may be a package delivered by a lead provider plus one or more other providers on the ALP framework. Where possible, hours should correspond with normal school hours.

The core content of all pupils’ learning programmes will match the statutory requirements relevant to their Key Stage. At Key Stage 4, unless otherwise specifically stated in the referral, the expectation is that a pupils’ learning programme will be at level 2 (GCSE level).

Provision must be flexible and should be aspirational and appropriately challenging to support pupils to maximise their opportunities and life chances, and enable pupils to fulfil their academic aspirations through attainment of a broad, ambitious and valuable portfolio of qualifications. The provision will also support the pupil to prepare for the next phase or stage of their education, employment or training.

**2.5 Personal Development and Life Skills**

The provider will deliver a wide range of opportunities and support to develop pupils’ social, emotional and physical wellbeing, in partnership with any other school for which the pupil is on roll. This will help pupils develop the behaviours and skills necessary for current and future success and achievement, including:

* + Social development
  + Physical wellbeing
  + Emotional wellbeing
  + Self-regulation
  + Resilience
  + Confidence
  + Independence and self-management
  + Teamwork

**2.6 Special Educational Needs and Disability (SEND)**

All provision should be delivered in a manner that is responsive to and supporting of any special educational needs and/or disability of pupils, and should follow all statutory and legislative requirements, including the SEND Code of Practice: 0 to 25 years.

Where a pupil has a current Education, Health and Care Plan (EHCP), provision should support the needs identified in this plan, and ensure they are delivered in a manner suitable and appropriate to their SEND needs. Where a pupil will move onto the roll of an alternative learning provision, providers should work with referring schools to ensure an emergency review has taken place that will name the ALP setting on the pupil’s EHCP.

Providers should offer any necessary support for a pupil currently being assessed for an EHCP, including a review of their own provision to determine whether it can support the pupils’ needs identified as part of the EHCP process.

**2.7 Supporting Attendance**

The provider will have in place an appropriate, regularly updated attendance policy detailing:

* + How attendance will be monitored and recorded
  + Immediate action taken where a pupil is absent to ascertain the reason for absence
  + First day notification of absence to parent/carer and referrer
  + Special arrangements for children in care via Bristol HOPE Virtual School, South Gloucestershire Virtual School or North Somerset Virtual School
  + Adherence to statutory guidelines governing attendance
  + Raising concerns with the referring school

The provider will give the council daily or real-time access to its attendance data. Ideally this will be provided by using the council’s secure data extraction software (X-Vault) which can draw attendance data from schools’ own management information systems.

Where a pupil has a ‘blended learning package’ the lead provider will monitor attendance across the whole package. All providers engaged in delivering the package will take responsibility for ensuring pupils attend provision with the other providers in the package.

The provider will notify the parent/carer and referrer immediately if a placement ends or a pupil is excluded.

**2.8 Supporting the Voice of the Pupil and Parent/Carer**

A child-centred approach will be adopted to ensure the service is user-led. Staff will need to use a variety of approaches and communication methods to ensure all pupils have the opportunity to influence the planning of activities and have their voices heard.

Providers should be able to demonstrate how pupils’ opinions have been heard and acted upon, and how changes to services were implemented in response. Consideration should be given as to whether formal structures such as pupil forums or schools councils could help achieve this.

The provider will also encourage the engagement of parents/carers, including:

* + Discussion of pupil progress.
  + Making parents/carers feel welcome on-site and provide opportunities to visit provision.
  + Engaging parents/carers who may themselves have disengaged from the education system.
  + Developing approaches that parents/carers can use outside of the provision, including at home, that can support the objectives of the placement
  + Discussing concerns with parent/carers, including absence and safeguarding risks.

Providers should also ensure they have a clear complaints policy in place, in language accessible to pupils and parents/carers.

**2.9 Appropriate Transition**

Plans for transition at the end of a placement should be agreed between referrer and provider at the start of a placement, and providers should look to support this throughout a placement.

The provider must also support the preparation of pupils for their next steps after Year 11 including Careers Education, Information and Guidance (CEIAG), employability skills and transition support.

Transition outcomes include reintegration to the pupil’s current school on a full-time basis, move to a new mainstream, alternative provision or special school, or a move to post-16 employment, education or training. Where this will benefit a pupil’s transition, the provider where appropriate should deliver a ‘keep in touch’ offer of continued, time-limited support after the placement ends.

In order to support transition to post-16 employment, education and training, providers should ensure relevant information is provided to each pupils’ onward destination by the end of academic term 4, where the onward destination is known.

At the commencement of academic term 6, providers should share information with local authority post-16 participation teams, of all pupils on roll that do not have a ‘September Guarantee’ offer of suitable further education, employment and/or training for the following academic year.

**2.9.1 Careers education, information, advice and guidance**

Careers education information, advice and guidance (CEIAG) should follow all relevant legislation, guidance and best practice, including the Gatsby benchmarks:

* + A stable careers programme
  + Learning from career and labour market information
  + Addressing the needs of each pupil
  + Linking curriculum learning to careers
  + Encounters with employers and employees
  + Experiences of workplaces
  + Encounters with further and higher education
  + Personal guidance

Providers should ensure that CEIAG meets individual pupil needs, and does not push pupils’ down stereotypical paths based on their characteristics where this is not in line with pupils’ ambitions and aspirations.

**Schedule 1B - Lot 2: Part-time Alternative Learning Provision**

**Key Stages 1, 2, 3, 4**

1. **Introduction**

This is the specification for part-time alternative learning provision (ALP) commissioned by Bristol City Council (“the council”), North Somerset Council, South Gloucestershire Council or any Bristol, North Somerset or South Gloucestershire school purchasing provision from the ALP framework via the dynamic purchasing system established by the council.

This specification forms part of the contract for the provision of alternative learning across Bristol, North Somerset and South Gloucestershire.

* 1. **Aims of the Service**

The aim of the Service will be to offer part-time education and/or enrichment activities to pupils who are not able to, or are at risk of not being able to, receive effective full-time education in mainstream schools, and require support through ALP.

The Service will work in partnership with the local authorities and schools and contribute to achieving the following strategic objectives:

* Improve outcomes for children and young people, including:
  + Are safe and feel safe.
  + Improved attendance.
  + Improved engagement in learning.
  + Improved emotional health and well-being including resilience.
  + Progress in learning.
  + Attainment of academic and/or vocational qualifications.
  + Successful pathway back to mainstream school, special school or onto post-16 opportunities.
  + Achievement of positive post-16 destinations through further education, employment and or/training
  + Improved social skills and life-skills.
  + Improved employability.
* Ensure all pupils are in an education setting that best suits them, be that in a mainstream school, specialist school or alternative learning provision (ALP) (this includes timely progression from ALP).
* Reducing attainment gap between pupils in ALP and mainstream school, particularly for children in care
* Reduce unnecessary travel for children and young people.
  1. **Service Overview**

Part-time ALP offers additional and complimentary support to that provided by schools, to support pupils’ sense of belonging as well as their attendance, academic attainment and personal development.

The Service will offer a programme for individuals or groups of pupils, supporting engagement, personal development and academic learning, based on each pupil’s own needs, aspirations and preferences.

Each programme should be developed and delivered in partnership with the school on which each pupil is on roll for, or with the local authority where a pupil is missing education.

Where a provider offers full-time education, they should have independent school status, registered with the Department for Education. Providers should adhere to any local and national guidance on what constitutes full-time education, including [Bristol City Council Advice: Alternative Provision (AP) & Unregistered Schools September 2019](https://www.bristol.gov.uk/documents/20182/3831000/BCC+Advice+-+AP+%26+Unregistered+Schools+-+Sept+2019.pdf/2c2880da-316f-0040-1151-2786c791720f), and ensure this is not provided through this framework lot.

* 1. **ALP Commissioning Strategy**

This specification should be read alongside the Alternative Learning Provision commissioning strategy 2022-27. This strategy sets out proposals to support pupils who are not able, or are at risk of not being able, to receive effective education in mainstream schools, and require support through ALP. This could be for reasons of physical or mental health, exclusion or additional learning needs, particularly Social, Educational and Mental Health (SEMH) needs.

The commissioning strategy sets out a whole system approach to commissioning of ALP covering the following 4 stages of a pupil’s journey:

1. Pre-ALP (early intervention)

2. Moving into ALP

3. Thriving, achieving and belonging in ALP

4. Leaving ALP

This approach is pupil-focused, and based on the following values:

* Pupils feel a sense of belonging in their education setting
* Pupils have a voice and can shape their education provision
* High quality provision matches the needs and aspirations of pupils, allowing them to achieve their full potential
* High quality provision reflects and understands the needs of communities
* Education professionals can identify alternative education needs early, and are informed and confident accessing the full range of provision available to pupils

The Strategy sets out a vision for what quality ALP looks like, informed by research and evidence-based practice, including the [IntegratED Alternative Provision Quality Benchmark Toolkit (2021)](https://www.integrated.org.uk/wp-content/uploads/2021/05/AP-Quality-Benchmark-Toolkit-Summary..pdf).

Providers of ALP should ensure the offer meets the quality standards set out in the strategy, as well as fostering a sense of belonging for pupils, as set out in Bristol’s [Belonging in Education Strategy](https://www.bristolonecity.com/wp-content/uploads/2021/10/3-Belonging-Strategy-Belonging-in-Education_weba_v2.pdf), in addition to any relevant North Somerset and South Gloucestershire strategic plans. The Belonging Strategy highlights the importance of children feeling safe and feeling able to participate in order to achieve, and is based around the key themes of:

* + Building Trusted Relationships
  + Learning from One Another
  + Creating an Effective Structure
  1. **Pupils using the service**

The provision will be for Key Stages 1, 2, 3 and 4 pupils with alternative education needs, including many pupils with social, emotional and mental health needs. Evidence from the 2018 Education Select Committee report into alternative provision found that found particular groups of children disproportionately more likely to be educated in ALP:

* + Boys
  + Children in care
  + Children in need
  + Pupils with SEND
  + Pupils from economically disadvantaged backgrounds
  + Pupils from Black Caribbean and Gypsy, Roma, Traveller (GRT) heritage backgrounds

Pupils are likely to have a range of needs that create barriers to accessing mainstream school and may be at risk of disengaging from education and/or being excluded from school. The [2020 Bristol review into ALP](https://democracy.bristol.gov.uk/documents/s62071/Appendix%20A%20Alternative%20provision%20review%20Bristol%20report.pdf) highlighted a range of needs, including:

* + Varying levels of educational development, in part due to periods missing education
  + Undiagnosed educational needs, including issues with speech and language
  + Pupils who have already had a number of moves between different educational establishments, impacting their sense of belonging
  + Safeguarding concerns, including risk of Child Criminal Exploitation and Child Sexual Exploitation
  + Significant numbers of pupils with Education, Health and Care Plans, or in the process of being assessed for one.

The Service will need to be flexible in order to provide an individualised and child-centred approach to support the wide range of needs.

In some circumstances it will be appropriate to carry on ALP support past the end of Key Stage 4, primarily where a child has an Education, Health and Care Plan and/or where the child is a child in care of the local authority.

Where a provider offers this post-16 ALP support, can be delivered up to age 25, in line with national guidance including the SEND Code of Practice.

* 1. **Geographic Area**

The provision of part-time ALP will support children and young people from across the Bristol, South Gloucestershire and North Somerset local authority areas.

1. **Service Description**

This specification focuses on part-time education and/or enrichment activities offered to pupils who are not able to, or are at risk of not being able, receive effective education in mainstream schools, and require support through ALP.

The specialism and educational focus of the Service will vary across provisions and is likely to have particular focus for example:

* Developing strategies to cope with pupils additional social, emotional and mental health needs, including behaviour support and resilience building.
* Acquisition of vocational skills.
* Team building and self-esteem development.
* Sports and physical activity.
* Performing and creative arts.
* Virtual Learning (E-Learning).

The duration of the programme offered by the Service will vary depending on the type of Service, the needs of the individual or group and the agreement between provider and referrer. The Service may be delivered on an individual basis or as a group activity depending on the type of programme offered and the needs of individuals.

The service will be delivered across academic term dates for each local authority. This will usually consist of 195 days (190 teaching days and 5 INSET days), although this is subject to change on the approval of the Department for Education, such as in years with an additional bank holiday. The service will not be provided on bank holidays.

Lunch breaks are included as hours of education if they are spent on-site, are supervised and contribute to the pupil’s education.

Service delivery will normally be away from the main school site where the pupil is enrolled and take place during the extended school day (8am – 6pm, Monday to Friday).

Programmes will be part-time and compliment other academic studies. Such programmes will not in the main form part of the core educational entitlement

* 1. **Referral arrangements**

Referrals will be made by Bristol, North Somerset or South Gloucestershire local authorities or schools, with the voice of pupils and their parents/carers central to any referrals made.

Providers will be expected to adhere to processes set out in local authority Fair Access Protocols (FAP) where appropriate, which aim to ensure that vulnerable children, and those who are having difficulty securing a school place in-year, or are at significant risk of permanent exclusion, are allocated an appropriate place as quickly as possible. This includes information on dual rolling and approval processes.

All referrals should be made by using an Order Form as set out in Schedule 4, setting out the duration and cost for placements, alongside a ‘Change of Provision’ (or equivalent) form with supporting documents (including attendance record and individual education plan). The Change of Provision form will include all information required to support the placements, including but not limited to:

* + Reason for referral
  + Intended duration of placement and plan for intended outcomes and transition at the end of placement
  + Objectives in relation to academic achievement, social and emotional development, behaviour for learning, impulsive/risk taking behaviour and pupil mental health and wellbeing
  + Pupil and parent/carer views, comments and consent
  + Profile of pupils needs including relevant safeguarding concerns and context
  + Pupil EHCPs including information from commissioners setting out how provision is expected to meet the needs identified in the EHCP
  + Relevant professionals currently working with the pupil and details of any support provided
  + Relevant contact at the school for which pupil is on roll
  + Relevant attainment and progress information (e.g. age related expectations)
  + Post-16 aspirations and context (KS4)
  + Option subjects (KS4)

Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

The provider and referrer will agree the details of the placement and the intended duration. This will be set out in the ‘order form’, to the value specified in the provider tender.

Placements will be made either through block contract arrangements, spot purchased through mini-competitions, or directly spot purchased based on the following criteria:

* + Views of the pupil
  + Views of the parents/carers
  + Setting best able to meet pupils’ academic or personal progress outcomes
  + Relevant specialism of the provision
  + Availability
  + Location that best meets pupil needs
  + Setting named on pupil EHCP
  + Cost
  + Quality Assurance monitoring information including Ofsted monitoring information

At the referral stage, before the placement starts, all risk assessment and safeguarding information in relation to the pupil must be shared by the referrer and the provider. Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

* 1. **Induction**

It will be the responsibility of both the commissioner and the provider to ensure an effective referral and induction process that supports a sustainable placement for pupils.

This will include:

* + Ensuring that clear, consistent information is available prior to referral to make informed decisions about appropriate provision, including pupils needs.
  + Safeguarding information and any other relevant information is available to support the pupil and the process.
  + Inclusion of the pupil voice and that of parents/carers to inform decisions about provision and the process.
  + Pupil and parent/carer provided with any relevant information to support induction, including complaints process, in appropriate language and format
  + Consistent expectations of start times, procedures post-referral and at the end of the placement.
  + Following any admittance timescales as set out in local policies and Fair Access Protocols
  1. **Delivering Alternative Learning Provision**

The principal place of learning will be in the Bristol, North Somerset or South Gloucestershire area in the premises listed in the provider’s tender submission (or other premises with the prior agreement of the council).

Providers and referrers will agree at the point of referral the location in which the placement will take place (including online), and whether the placement will include:

* + Transport from the pupils’ home to the setting
  + Meals during the day

**The learning environment**: Where provision takes place in a physical location, delivery should be in a suitable, high-quality environment that is conducive to learning and supporting pupil development. It should create a positive ambience where pupils feel safe, comfortable and valued, that develops self-esteem and self-confidence.

High quality internet connections should be available in all formal learning settings sufficient to support all relevant learning activities where these are provided.

**Transport**: Where transport is directly provided, this should be carried out by a qualified member of staff, in a safe environment, with a risk assessment plan in place.

Should a provision not include transport, a provider should have a travel plan for each pupil setting out how they can travel to and from the setting, promoting healthy and sustainable travel, including walking, cycling and using public transport.

**Provision of meals**: Providers should look to support Bristol’s objectives as a Gold Food City, including locally sourced, healthy and nutritious food, and limiting food waste which also takes account of Health and Safety policies around handling and storage of food, and food allergies.

**2.4 Academic Learning and Qualifications**

Where the provider offers academic learning as part of its provision, the provider will agree with the commissioner or sub-contracting ALP setting, within 10 days of the start of each placement, an individual learning plan (ILP) or equivalent for each pupil. The ILP will correspond to the Personal Education Plan or Education, Health and Care Plan for any pupils who have them. The ILP will be reviewed and updated regularly, and at least termly.

The core content of all pupils’ learning programmes will match the statutory requirements relevant to their Key Stage. At Key Stage 4, unless otherwise specifically stated in the referral, the expectation is that a pupils’ learning programme will be at level 2 (GCSE level).

Provision must be flexible and should be aspirational and appropriately challenging to support pupils to maximise their opportunities and life chances, and enable pupils to fulfil their academic aspirations through attainment of a broad, ambitious and valuable portfolio of qualifications. The provision will also support the pupil to prepare for the next phase or stage of their education, employment or training.

**2.5 Personal Development and Life Skills**

The provider, in partnership with any school for which the pupil is on roll, will deliver a wide range of opportunities and support to develop pupils’ social, emotional and physical wellbeing, in partnership with any other school for which the pupil is on roll. This will help pupils develop the behaviours and skills necessary for current and future success and achievement, including:

* + Social development
  + Physical wellbeing
  + Emotional wellbeing
  + Self-regulation
  + Resilience
  + Confidence
  + Independence and self-management
  + Teamwork

**2.6 Special Educational Needs and Disability (SEND)**

All provision should be delivered in a manner that is responsive to and supporting of any special educational needs and/or disability of pupils, and should follow all statutory and legislative requirements, including the SEND Code of Practice: 0 to 25 years.

Where a pupil has a current Education, Health and Care Plan (EHCP), provision should support the needs identified in this plan, and ensure they are delivered in a manner suitable and appropriate to their SEND needs. Where a pupil will move onto the roll of an alternative learning provision, providers should work with referring schools to ensure an emergency review has taken place that will name the ALP setting on the pupil’s EHCP.

Providers should offer any necessary support for a pupil currently being assessed for an EHCP, including a review of their own provision to determine whether it can support the pupils’ needs identified as part of the EHCP process.

**2.7 Supporting Attendance**

The provider will have in place an appropriate, regularly updated attendance policy detailing:

* + How attendance will be monitored and recorded
  + Immediate action taken where a pupil is absent to ascertain the reason for absence
  + First day notification of absence to parent/carer and referrer
  + Special arrangements for children in care via Bristol HOPE Virtual School, South Gloucestershire Virtual School or North Somerset Virtual School
  + Adherence to statutory guidelines governing attendance
  + Raising concerns with the referring school

The provider will give the council daily or real-time access to its attendance data.

Where a pupil has a ‘blended learning package’ the lead provider will monitor attendance across the whole package. All providers engaged in delivering the package will take responsibility for ensuring pupils attend provision with the other providers in the package.

The provider will notify the parent/carer and referrer immediately if a placement ends or a pupil is excluded.

**2.8 Supporting the Voice of the Pupil and Parent/Carer**

A child-centred approach will be adopted to ensure the service is user-led. Staff will need to use a variety of approaches and communication methods to ensure all pupils have the opportunity to influence the planning of activities and have their voices heard.

Providers should be able to demonstrate how pupils’ opinions have been heard and acted upon, and how changes to services were implemented in response. Consideration should be given as to whether formal structures such as pupil forums or schools councils could help achieve this.

The provider will also encourage the engagement of parents/carers, including:

* + Discussion of pupil progress.
  + Making parents/carers feel welcome on-site and provide opportunities to visit provision.
  + Engaging parents/carers who may themselves have disengaged from the education system.
  + Developing approaches that parents/carers can use outside of the provision, including at home, that can support the objectives of the placement
  + Discussing concerns with parent/carers, including absence and safeguarding risks.

Providers should also ensure they have a clear complaints policy in place, in language accessible to pupils and parents/carers.

**2.9 Appropriate Transition**

Plans for transition at the end of a placement should be agreed between referrer and provider at the start of a placement, and providers should look to support this throughout a placement.

The provider must also support the preparation of pupils for their next steps after Year 11 including Careers Education, Information and Guidance (CEIAG), employability skills and transition support, where this is appropriate to Key Stage and type of provision

Transition outcomes include reintegration to the pupil’s current school on a full-time basis, move to a new mainstream, alternative provision or special school, or a move to post-16 employment, education or training. Where this will benefit a pupil’s transition, the provider where appropriate should deliver a ‘keep in touch’ offer of continued, time-limited support after the placement ends.

In order to support transition to post-16 employment, education and training, providers should ensure relevant information is provided to each pupils’ onward destination by the end of academic term 4, where the onward destination is known.

At the commencement of academic term 6, providers should share information with local authority post-16 participation teams, of all pupils on roll that do not have a ‘September Guarantee’ offer of suitable further education, employment and/or training for the following academic year.

**2.9.1 Careers education, information, advice and guidance**

Where this is appropriate to Key Stage and type of provision, careers education information, advice and guidance (CEIAG) should follow all relevant legislation, guidance and best practice, including the Gatsby benchmarks:

* + A stable careers programme
  + Learning from career and labour market information
  + Addressing the needs of each pupil
  + Linking curriculum learning to careers
  + Encounters with employers and employees
  + Experiences of workplaces
  + Encounters with further and higher education
  + Personal guidance

Providers should ensure that CEIAG meets individual pupil needs, and does not push pupils’ down stereotypical paths based on their characteristics where this is not in line with pupils’ ambitions and aspirations.

**Schedule 1C - Lot 3: Early Intervention, In-school Alternative Learning Provision**

**Key Stages 1, 2, 3, 4**

1. **Introduction**

This is the specification for early intervention in-school alternative learning provision (ALP) commissioned by Bristol City Council (“the council”), North Somerset Council, South Gloucestershire Council or any Bristol, North Somerset or South Gloucestershire school purchasing provision from the ALP framework via the dynamic purchasing system established by the council.

This specification forms part of the contract for the provision of alternative learning across Bristol, North Somerset and South Gloucestershire.

* 1. **Aims of the Service**

The aim of this early intervention service will be to provide a more consistent offer of support for pupils in mainstream school prior to referral into off-site or longer-term ALP. There is increasing evidence and examples of good practice demonstrating that where pupils are supported to remain in school, the use and associated long-term costs of ALP are reduced.

The Service will work in partnership with the local authorities and schools and contribute to achieving the following strategic objectives:

* Improve outcomes for children and young people, including:
  + Are safe and feel safe.
  + Improved attendance.
  + Improved engagement in learning.
  + Improved emotional health and well-being including resilience.
  + Progress in learning.
  + Attainment of academic and/or vocational qualifications.
  + Successful pathway back to mainstream school, special school or onto post-16 opportunities.
  + Achievement of positive post-16 destinations through further education, employment and or/training
  + Improved social skills and life-skills.
  + Improved employability.
* Ensure all pupils are in an education setting that best suits them, be that in a mainstream school, specialist school or alternative learning provision (ALP) (this includes timely progression from ALP).
* Reducing attainment gap between pupils in ALP and mainstream school, particularly for children in care
* Reduce unnecessary travel for children and young people.
  1. **Service Overview**

Early intervention in-school ALP, to be delivered within mainstream schools, will support pupils’ sense of belonging as well as their attendance, academic attainment and personal development. The Service will support schools to be more inclusive and help them to keep pupils in mainstream school, wherever possible, by:

* Providing direct support to pupils prior to referral into ALP.
* Providing support to schools in developing a graduated response, especially for those pupils with SEMH needs.

The Service will offer a programme for individuals or groups of pupils, supporting engagement, personal development and academic learning, based on each pupil’s own needs, aspirations and preferences.

Each programme should be developed and delivered in partnership with the school on which each pupil is on roll for. this is not provided through this framework lot.

* 1. **ALP Commissioning Strategy**

This specification should be read alongside the Alternative Learning Provision commissioning strategy 2022-27. This strategy sets out proposals to support pupils who are not able, or are at risk of not being able, to receive effective education in mainstream schools, and require support through ALP. This could be for reasons of physical or mental health, exclusion or additional learning needs, particularly Social, Educational and Mental Health (SEMH) needs.

The commissioning strategy sets out a whole system approach to commissioning of ALP covering the following 4 stages of a pupil’s journey:

1. Pre-ALP (early intervention)

2. Moving into ALP

3. Thriving, achieving and belonging in ALP

4. Leaving ALP

This approach is pupil-focused, and based on the following values:

* Pupils feel a sense of belonging in their education setting
* Pupils have a voice and can shape their education provision
* High quality provision matches the needs and aspirations of pupils, allowing them to achieve their full potential
* High quality provision reflects and understands the needs of communities
* Education professionals can identify alternative education needs early, and are informed and confident accessing the full range of provision available to pupils

The Strategy sets out a vision for what quality ALP looks like, informed by research and evidence-based practice, including the [IntegratED Alternative Provision Quality Benchmark Toolkit (2021)](https://www.integrated.org.uk/wp-content/uploads/2021/05/AP-Quality-Benchmark-Toolkit-Summary..pdf).

Providers of ALP should ensure the offer meets the quality standards set out in the strategy, as well as fostering a sense of belonging for pupils, as set out in Bristol’s [Belonging in Education Strategy](https://www.bristolonecity.com/wp-content/uploads/2021/10/3-Belonging-Strategy-Belonging-in-Education_weba_v2.pdf), in addition to any relevant North Somerset and South Gloucestershire strategic plans. The Belonging Strategy highlights the importance of children feeling safe and feeling able to participate in order to achieve, and is based around the key themes of:

* + Building Trusted Relationships
  + Learning from One Another
  + Creating an Effective Structure
  1. **Pupils using the service**

The provision will be for Key Stages 1, 2, 3 and 4 pupils with alternative education needs, including many pupils with social, emotional and mental health needs. Evidence from the 2018 Education Select Committee report into alternative provision found that found particular groups of children disproportionately more likely to be educated in ALP:

* + Boys
  + Children in care
  + Children in need
  + Pupils with SEND
  + Pupils from economically disadvantaged backgrounds
  + Pupils from Black Caribbean and Gypsy, Roma, Traveller (GRT) heritage backgrounds

Pupils are likely to have a range of needs that create barriers to accessing mainstream school and may be at risk of disengaging from education and/or being excluded from school. The [2020 Bristol review into ALP](https://democracy.bristol.gov.uk/documents/s62071/Appendix%20A%20Alternative%20provision%20review%20Bristol%20report.pdf) highlighted a range of needs, including:

* + Varying levels of educational development, in part due to periods missing education
  + Undiagnosed educational needs, including issues with speech and language
  + Pupils who have already had a number of moves between different educational establishments, impacting their sense of belonging
  + Safeguarding concerns, including risk of Child Criminal Exploitation and Child Sexual Exploitation
  + Significant numbers of pupils with Education, Health and Care Plans, or in the process of being assessed for one.

The Service will need to be flexible in order to provide an individualised and child-centred approach to support the wide range of needs.

* 1. **Geographic Area**

The provision of part-time ALP will support children and young people from across the Bristol, South Gloucestershire and North Somerset local authority areas.

In some circumstances it will be appropriate to carry on ALP support past the end of Key Stage 4, primarily where a child has an Education, Health and Care Plan and/or where the child is a child in care of the local authority.

Where a provider offers this post-16 ALP support, can be delivered up to age 25, in line with national guidance including the SEND Code of Practice.

1. **Service Description**

This specification focuses on the first stage of a pupil’s journey (pre-ALP) and looks to encourage a more proactive approach with support structured around early intervention within mainstream schools. The Service will offer provision to support pupils’ sense of belonging as well as their attendance, academic attainment and personal development.

Provision shall be focused on the areas identified by schools where they currently purchase or would like to purchase support for pupils from specialist, external providers including, but not limited to:

* Therapeutic, trauma informed and counselling support
* Mentoring
* Behavioural support
* Enrichment opportunities
* Broader curriculum support including tutoring
* Key worker support to pupils and family (to support attendance, academic attainment and personal development)

The Service will offer a programme for individuals or groups of pupils, depending on need. Service delivery will normally be at the main school site where the learner is enrolled and take place during the extended school day (8am – 6pm, Monday to Friday).

Programmes will be part-time and compliment other academic studies. Such programmes will not in the main form part of the core educational entitlement

* 1. **Referral arrangements**

Referrals will be made by Bristol, North Somerset or South Gloucestershire local authorities or schools, with the voice of pupils and their parents/carers central to any referrals made.

All referrals should be made by using an Order Form as set out in Schedule 4, setting out the duration and cost for placements, alongside a ‘Change of Provision’ (or equivalent) form with supporting documents (including attendance record and individual education plan). The Change of Provision form will include all information required to support the placements, including but not limited to:

* + Reason for referral
  + Intended duration of placement and plan for intended outcomes and transition at the end of placement
  + Objectives in relation to academic achievement, social and emotional development, behaviour for learning, impulsive/risk taking behaviour and pupil mental health and wellbeing
  + Pupil and parent/carer views, comments and consent
  + Profile of pupils needs including relevant safeguarding concerns and context
  + Pupil EHCPs including information from commissioners setting out how provision is expected to meet the needs identified in the EHCP
  + Relevant professionals currently working with the pupil and details of any support provided
  + Relevant contact at the school for which pupil is on roll
  + Relevant attainment and progress information (e.g. age related expectations)
  + Post-16 aspirations and context (KS4)
  + Option subjects (KS4)

Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

The provider and referrer will agree the details of the placement and the intended duration. This will be set out in the ‘order form’, to the value specified in the provider tender.

Placements will be made either through block contract arrangements, spot purchased through mini-competitions, or directly spot purchased based on the following criteria:

* + Views of the pupil
  + Views of the parents/carers
  + Setting best able to meet pupils’ academic or personal progress outcomes
  + Relevant specialism of the provision
  + Availability
  + Location that best meets pupil needs
  + Setting named on pupil EHCP
  + Cost
  + Quality Assurance monitoring information including Ofsted monitoring information

At the referral stage, before the placement starts, all risk assessment and safeguarding information in relation to the pupil must be shared by the referrer and the provider. Information above will be reviewed, and referrers will update providers should this information change over the duration of a placement.

* 1. **Induction**

It will be the responsibility of both the commissioner and the provider to ensure an effective referral and induction process that supports a sustainable placement for pupils.

This will include:

* + Ensuring that clear, consistent information is available prior to referral to make informed decisions about appropriate provision, including pupils needs.
  + Safeguarding information and any other relevant information is available to support the pupil and the process.
  + Inclusion of the pupil voice and that of parents/carers to inform decisions about provision and the process.
  + Pupil and parent/carer provided with any relevant information to support induction, including complaints process, in appropriate language and format
  + Consistent expectations of start times, procedures post-referral and at the end of the placement.
  1. **Delivering Alternative Learning Provision**

The principal place of learning will be within mainstream schools across the Bristol, North Somerset or South Gloucestershire local authority areas.

Where provision takes place in a physical location, delivery should be in a suitable, high-quality environment that is conducive to learning and supporting pupil development. Delivery must be flexible to adapt to differing physical settings across different schools.

**2.4 Academic Learning and Qualifications**

Where the provider offers academic learning as part of its provision, the provider will in partnership with each pupil’s main school for which they are on roll, will deliver a well-planned, broad, ambitious and tailored curriculum that enables pupils to learn, progress and develop in preparation for their next stage of education, employment or training.

Where this is applicable, the provider will actively seek to ensure they have a copy of each pupil’s individual learning plan (ILP) or equivalent, which schools will be required to provide as part of the referral process. Providers must ensure the delivery of their provision supports the outcomes set out in the ILP.

Provision must be flexible and should be aspirational and appropriately challenging to support pupils to maximise their opportunities and life chances, and enable pupils to fulfil their academic aspirations through attainment of a broad, ambitious and valuable portfolio of qualifications. The provision will also support the pupil to prepare for the next phase or stage of their education, employment or training.

**2.5 Personal Development and Life Skills**

The provider, in partnership with each pupil’s main school for which they are on roll, will deliver a wide range of opportunities and support to develop pupils’ social, emotional and physical wellbeing. This will help pupils develop the behaviours and skills necessary for current and future success and achievement, including:

* + Social development
  + Physical wellbeing
  + Emotional wellbeing
  + Self-regulation
  + Resilience
  + Confidence
  + Independence and self-management
  + Teamwork

**2.6 Special Educational Needs and Disability (SEND)**

All provision should be delivered in a manner that is responsive to and supporting of any special educational needs and/or disability of pupils, and should follow all statutory and legislative requirements, including the SEND Code of Practice: 0 to 25 years.

Where a pupil has a current Education, Health and Care Plan (EHCP), provision should support the needs identified in this plan, and ensure they are delivered in a manner suitable and appropriate to their SEND needs. Where a pupil will move onto the roll of an alternative learning provision, providers should work with referring schools to ensure an emergency review has taken place that will name the ALP setting on the pupil’s EHCP.

Providers should offer any necessary support for a pupil currently being assessed for an EHCP, including a review of their own provision to determine whether it can support the pupils’ needs identified as part of the EHCP process.

**2.7 Supporting Attendance**

The provider will have in place an appropriate, regularly updated attendance policy detailing:

* + How attendance will be monitored and recorded
  + Immediate action taken where a pupil is absent to ascertain the reason for absence
  + First day notification of absence to parent/carer, referrer and/or school for which the pupil is on roll (if different from referrer)
  + Special arrangements for children in care via Bristol HOPE Virtual School, South Gloucestershire Virtual School or North Somerset Virtual School
  + Adherence to statutory guidelines governing attendance
  + Raising concerns with the school for which the pupil is on roll

**2.8 Supporting the Voice of the Pupil and Parent/Carer**

A child-centred approach will be adopted to ensure the service is user-led. Staff will need to use a variety of approaches and communication methods to ensure all pupils have the opportunity to influence the planning of activities and have their voices heard.

Providers should be able to demonstrate how pupils’ opinions have been heard and acted upon, and how changes to services were implemented in response. Consideration should be given as to whether formal structures such as pupil forums or schools councils could help achieve this.

The provider will also encourage the engagement of parents/carers, including:

* + Discussion of pupil progress.
  + Making parents/carers feel welcome on-site and provide opportunities to visit provision.
  + Engaging parents/carers who may themselves have disengaged from the education system.
  + Developing approaches that parents/carers can use outside of the provision, including at home, that can support the objectives of the placement
  + Discussing concerns with parent/carers, including absence and safeguarding risks.

Providers should also ensure they have a clear complaints policy in place, in language accessible to pupils and parents/carers.

**2.9 Appropriate Transition**

Plans for transition at the end of a placement should be agreed between referrer and provider at the start of a placement, and providers should look to support this throughout a placement.

The provider must also support the preparation of pupils for their next steps after Year 11 including Careers Education, Information and Guidance (CEIAG), employability skills and transition support, where this is appropriate to Key Stage and type of provision

Transition outcomes will primarily be reintegration to the pupil’s current school on a full-time basis, but may also include move to a new mainstream, alternative provision or special school, or a move to post-16 employment, education or training. Where this will benefit a pupil’s transition, the provider where appropriate should deliver a ‘keep in touch’ offer of continued, time-limited support after the placement ends.

**2.9.1 Careers education, information, advice and guidance**

Where this is appropriate to Key Stage and type of provision, careers education information, advice and guidance (CEIAG) should follow all relevant legislation, guidance and best practice, including the Gatsby benchmarks:

* + A stable careers programme
  + Learning from career and labour market information
  + Addressing the needs of each pupil
  + Linking curriculum learning to careers
  + Encounters with employers and employees
  + Experiences of workplaces
  + Encounters with further and higher education
  + Personal guidance

Providers should ensure that CEIAG meets individual pupil needs, and does not push pupils’ down stereotypical paths based on their characteristics where this is not in line with pupils’ ambitions and aspirations.

**Schedule 1D – Specifications and standards common to all Lots**

1. **Service Standards**
   1. **Adverse Childhood Experiences (ACEs) and Trauma-informed Practice**

The Provider is expected to follow all safeguarding requirements as set out in Schedule 7 of this Contract.

Providers are required to complete an annual safeguarding audit for the local authority in which they are based, and produced on request to other local authorities, in line with local authority statutory responsibilities set out in sections 175 and 157 of the Education Act 2002.

* 1. **Adverse Childhood Experiences (ACEs) and Trauma-informed Practice**

Adversity and trauma, including Adverse Childhood Experiences (ACEs), can have a profound impact on physical and mental health throughout people’s lives. Exposure to traumatic stress in childhood can contribute to mental, emotional, and behavioural challenges including difficulty with self-regulation. Young people who have experienced trauma are at greater risk of poorer attendance and academic performance.

Providers should be committed to the development of trauma informed practice across all aspects of provision.

Trauma-informed organisations assume that people have had traumatic experiences, and as a result may find it difficult to feel safe within services and to develop trusting relationships with service providers. Consequently, services are structured, organised and delivered in ways that promote safety and trust, and aim to prevent re-traumatisation.

This requires individuals across the whole workforce, not just those directly working with those who have experienced trauma, to have knowledge and skills around adversity and trauma, and how to prevent and mitigate their impacts.

Becoming trauma informed is a process of organisational change aiming to create a culture, environments and relationships that promote recovery and prevent re-traumatisation, and as such will take time. The provider’s aspiration should be that the approach is consistent and long lasting, not a tick box exercise.

Providers should work towards being trauma informed by ensuring that physical environments, staff behaviour and organisational policies and procedures reflect trauma-informed-principles and values.

Providers must also consider and respond to the needs of the workforce and support them in their work responding to people affected by trauma.

The Provider should be committed to embedding the [Bristol, North Somerset and South Gloucestershire Principles for Trauma Informed Practice](https://bristolsafeguarding.org/media/rmlbpe2u/bnssg-principles-for-trauma-informed-practice-march-2021-web-version.pdf).

The Provider should consider workforce development needs in relation to the [BNSSG Trauma Informed Practice Knowledge and Skills Framework](https://bristolsafeguarding.org/media/zbyefwvp/bnssg-trauma-informed-practice-knowledge-and-skills-framework-march-2021-web-version.pdf).

It is important to recognise that trauma is common and understand that these experiences have a range of impacts. Trauma informed practice relies on understanding and responding to individual needs and circumstances.

Additional information about local partnership work to promote trauma informed practice is available here from the [Keeping Bristol Safe Partnership](https://bristolsafeguarding.org/policies-and-guidance/adverse-childhood-experiences-and-trauma-informed-practice-in-bristol/). KBSP includes information on evidence-based approaches to preventing and mitigating the negative impacts of adversity and trauma, including the development of protective factors and resilience resources.

* 1. **Workforce and recruitment**

The provider will make sure there are appropriately skilled and qualified staff with the expertise and skills to support the diverse learning, social and emotional needs of pupils. Education should be provided by qualified teachers wherever possible. All staff and volunteers will have safeguarding training and enhanced DBS checks appropriate to their role, as well as adhering to all safer recruitment requirements set out in Schedule 7.

The provider will make reasonable efforts to ensure consistency of staff within the service to support continuity for pupils and integrated working with partners.

Staffing levels, ratios to pupils, roles, skills and qualifications will remain in line with those set out in the provider’s original tender paperwork. The council will be informed of any changes to staffing structures.

The provider must demonstrate that all staff receive regular line management and appraisals, and support for wellbeing.

High quality continuing professional development plans will be in place for all staff and where possible the provider will take up opportunities to engage in CPD and INSET training with mainstream schools and/or special schools.

* 1. **Partnership Working**

Strong relationships and effective partnerships are crucial components of quality ALP. The provider will work effectively with partners to improve the quality of their provision and help support pupils. This will include, but is not limited, to:

* + Understanding of the wider educational eco-system that your organisation is part of.
  + Partnership working with local schools (including special schools), colleges, other ALP settings, outside agencies and employers (where applicable).
  + Sharing training and best practice with other ALP providers.
  + Sharing resources with other ALP providers in order to offer a broader curriculum.
  + Developing links with local employers and training providers to enable students’ access to work experience and post-16 options.
  + Partnership working with other practitioners and specialist youth workers working including Youth Offending Team, Virtual School, police, Inclusion Service, Bristol Drugs Project, social workers and Families in Focus/ family support practitioners.
    1. **Parent/Carer involvement**

Pupils and their parents/carers should be seen as key partners in service delivery. The Provider will involve pupils, parents/carers in monitoring and improving the service in a planned, regular way. Participation work should lead to changes in service delivery with the aim of achieving better outcomes.

* 1. **Continuous Improvement**

Providers will demonstrate a commitment to continuous improvement, development, innovation, and application of evidence-based best practice. Services will use research, networking and pupil and parent/carer feedback to improve services. Improvements should seek to proactively response to the changing needs of young people using alternative learning provision.

* 1. **Equalities**

The provider must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty. The Provider must have due regard to the need to:

* + Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
  + Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
  + Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

The provider must record equality monitoring data and is expected to take action to address any significant differences in outcomes for particular equality groups. Data recording must be undertaken in a sensitive way which allows pupils to feel confident, and safe to share personal information with options of how to do this (such as anonymous online surveys). Providers should work to reduce the numbers of pupils not reporting or reporting ‘don’t know’ to diversity monitoring questions.

The provider must not use the delivery of the service as an opportunity to promote religion or any equivalent philosophical belief or lack of belief.

* 1. **Social Value**

Providers should look where possible to deliver positive impacts, beyond the prescribed service outcomes, for the collective benefit to Bristol, South Gloucestershire and/ or North Somerset residents.

* 1. **Additional Policies**

The provider will have the following policies, kept up-to-date, and will provide them to the council to inspect on request:

• Health and safety (to include policy on substance misuse)

• Safeguarding (including safe recruitment)

• Attendance

• Behaviour

• Equality and diversity policy and action plan

• Business continuity and contingency plan

• Public liability insurance

• Anti-bullying

• Complaints

• Careers advice and/or post-16 progression

1. **Outcomes and Monitoring**

There will be clear, accurate and regular assessments for each pupil, including recording of progress. The provider will have a system of record keeping and be able to produce reports on individual pupils, as well as aggregated data for all pupils, which is set out in Schedule 3 and Schedule 5.

Individual pupil reporting will need to acknowledge that pupils receiving ALP have a range of abilities and progress will need to reflect improvement based on each individual pupil’s journey. Outcome reporting will need to consider progress against pupils individual learning plans and against baseline data for personal development and academic attainment.

Recording of pupil progress will include progress towards their intended onward destination, be that reintegration into a full-time mainstream school timetable, further alternative learning provision, special school provision or post-16 further education, employment or training, as well as any post-transition ‘keep in touch’ support being provided.

1. The Provider’s Tender

[TO BE INSERTED]



**Key Performance Indicators**

**Part 1 KPI’s:**

The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Provider are contained in the below table.

| KPI Description | Target KPI | Evidence of Success | Frequency |
| --- | --- | --- | --- |
| Overall attendance at ALP provision | 90% | Quantitative data detailing number of sessions and attendance for all pupils. | Every 6 months |
| Improved attendance against baseline at referral | 90% | Quantitative data detailing number of pupils who have improved termly rates of attendance compared to attendance rates in the term prior to referral | Every 6 months |
| Pupils demonstrating progress in learning, based on scoring matrix in Appendix 1  (where applicable for Lots 2 and 3) | 80% | The provider will have appropriate system(s) for capturing these outcomes and will be able to demonstrate progress from the level indicated at time of referral | Every 6 months |
| Achievement of qualifications  (Where applicable) | Figures in line with expectations set out by Authorities at the time of referral | Quantitative data detailing:  For year 10 pupils, average number of accreditations attained per pupil:   * At Entry Level1&2 * At Entry Level 3 * At Level 1 * At Level 2   For year 11 pupils, average number of accreditations attained per pupil:   * At Entry Level1&2 * At Entry Level 3 * At Level 1 * At Level 2 | Annually |
| Pupils demonstrating against personal outcomes, from list in Appendix 1 and based on scoring matrix in Appendix 1 | 80% | The provider will have appropriate system(s) for capturing these outcomes and will be able to demonstrate progress from the level indicated at time of referral. Evidence may include pupil voice, two-way feedback with placing school, observations, work scrutinies, self-evaluation as well as recognised methodologies for measuring progress such as Boxall, Motional, Progress Stars and Strengths & Difficulties Questionnaires.  The performance data on these outcomes will detail both aggregated and individual pupil progress.  Qualitative information, including case studies, reports and review assessments. | Every 6 months |
| Section 175 Safeguarding Audit submitted as per timescales provided by relevant Authority | 100% | Proof of submission to relevant Authority Safeguarding Team | Annually |
| Pupil voice obtained and used to improve service delivery and outcomes | Demonstrable improvements based on pupil feedback | Evidence may include pupil satisfaction surveys, feedback from school councils (where appropriate), and case studies demonstrating improvement in service delivery and outcomes. | Every six months |
| Equalities data referencing the protected characteristics will be collected and reported, in a manner that is sensitive to pupil needs and collected in a way that pupils feel is secure and confidential. | Reduction in % of pupils with no recorded equalities group data, particularly around sexual orientation and whether a pupil identifies as transgender | Range of methods depending on the sensitivity of the question, including anonymized online forms, data collated as part of induction, and conversations with young people. | Annually |
|  |  |  |  |

**Appendix 1: Pupil Progress Scores**

**Progress in learning**

Providers will be expected to demonstrate pupil progress in learning from their baseline scores at the time of referral, using the outcomes scoring chart below:

|  |  |
| --- | --- |
| **0** | Outcomes and attainment against learning measures in key subjects have gotten worse since referral |
| **1** | Pupil is underachieving against age-related expectations for key subjects, and has made little or no progress since referral |
| **2** | Pupil is underachieving against age-related expectations for key subjects, but is making limited, consistent progress against their starting point |
| **3** | Some sustained progress in outcomes and attainment among one or more specific subjects is recorded, although progress throughout entire range of subjects is less consistent. |
| **4** | In a range of subjects, including in English and mathematics, consistently strong progress is made. The progress of disadvantaged pupils is close to or is improving towards that of other pupils with the same starting points. |
| **5** | Pupil exceeds expected progress in English and in mathematics and in a wide range of other subjects. The progress of disadvantaged pupils matches or is improving towards that of age related expectations of other pupils nationally. |

Three progress scores will be recorded:

a. Combined score for core subjects (English, maths and science)

b. Combined score for all other subjects and areas of the curriculum

c. Average of score a and b

**Progress against personal development outcomes**

As part of the referral process, commissioners will set out up to five areas for pupil development and progress, based on their needs and reasons for referrals, from the following:

Social Interaction

* Working in a positive way with others in a group
* Developing and maintaining healthy relationships
* Responding appropriately to others
* Be accepting of others
* Treating others respectfully
* Other (Social Interaction)

Behaviour for learning

* Re-engaging with learning
* Improving attendance and punctuality
* Taking pride in own work
* Organisation of time and resources
* Following instructions and adhering to rules
* Other (Behaviour for Learning)

Impulsive and/or risk-taking behaviour

* Staying calm in the face of adversity
* Accepting responsibility for own actions
* Thinking through consequences to make positive choices
* Not engaging in risk taking behaviours
* Other (Impulsive and/or risk-taking behaviour)

Mental health and wellbeing

* Improving self-esteem and sense of self worth
* Improving aspirations and belief in oneself
* Being confident in new situations
* Showing resilience when faced with disappointment
* Other (mental health and wellbeing)

Providers will be expected to demonstrate pupil progress against relevant outcomes from their baseline scores at the time of referral, using the progress chart below:

|  |  |
| --- | --- |
| **0** | Is unable to demonstrate this in any environment (school, home, community) |
| **1** | Is rarely able to demonstrate this in any situation or environment |
| **2** | Can sometimes demonstrate this but not across different situations or environments |
| **3** | Is able to demonstrate this about half the time and needs some adult support |
| **4** | Has made significant progress in this area in most situations and in different environments with a little encouragement / adult support |
| **5** | Shows excellent progress in this area in a range of situations and does not need adult support |

The Provider shall monitor its performance against each Target KPI including Appendix 1 and shall send the Authority a report detailing the achieved KPIs in accordance with schedule 5.

**Part 2 Consistent failure:**

Consistent failure

In this agreement, consistent failure shall mean:

1. the Provider repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; and/or
2. the Provider repeatedly failing to achieve the Target KPI in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

ORDER FORM:

ORDER FORM

**PROVISION OF ALTERNATIVE LEARNING**

**THIS FORM MUST BE ACCOMPANIED BY A CHANGE OF PROVISION (OR EQUIVALENT) FORM CONTAINING RELEVANT PUPIL AND PLACEMENT INFORMATION**

**FROM**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Commissioner** | *[Insert name of purchasing Local Authority and/or School]* | | | | |
| **Lot 1:**  **Full-time ALP** | Yes/No | **Lot 2:**  **Part-time ALP** | Yes/No | **Lot 3:**  **Early Intervention/ In-school ALP** | Yes/No |
| **Named Contact:**  **E-mail:**  **Telephone number:** | *[Insert contact details for the Commissioner placing the order, their phone number and e-mail address]* | | | | |

**TO**

|  |  |
| --- | --- |
| **Provider:** | *[insert Provider's name]* |
| **Named Contact:**  **E-mail:**  **Telephone number:** | *[insert contact details for the Provider, including phone number and email address]* |
| **Provider’s address** | *[insert Provider’s address. If multiple, please insert address where provision will take place the majority of the time]* |

|  |  |  |
| --- | --- | --- |
| 1. **PURCHASING ARRANGMENT** | | |
| **Type of purchase (check one box only)** | | |
| **SPOT PURCHASE/DIRECT AWARD** - Award of a contract directly from the ALP Framework | |  |
|  | If placement is a spot purchase/direct award, select the reasons for choosing the Provider | ***[Delete as appropriate]***   * Views of the pupil * Views of the parents/carers * Setting best able to meet pupils’ academic or personal progress outcomes * Relevant specialism of the provision * Availability * Location that best meets pupil needs * Setting named on pupil EHCP * Cost * Quality Assurance monitoring information including Ofsted monitoring information |
|  | If relevant, include any additional information regarding reasons for choosing Provider |  |
| **BLOCK CONTRACTED PLACE** – Utilising a place already purchased through a block contract arrangement | |  |
| **MINI COMPETITION** – Selection of a supplier by way of evaluation  *If selection is through evaluation, please include commissioner specifications and provider tender as appendices to this Order Form* | |  |

|  |  |
| --- | --- |
| 1. **SERVICE** | |
| **Pupil Name:**  **UPN:**  **EYES reference (if applicable):**  **Date of Birth:** |  |
| **Service agreed**    *(Note – Insert specific details of the alternative learning services to be provided by the Provider, including those in addition to that contained in the Provider’s Tender)* | |
| **Placement Start Date:**  **Placement End Date:** | *(If actual start date is later than intended start date, please update order form with this later date)* |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | |  | **Mon** | **Tue** | **Wed** | **Thu** | **Fri** | | From: |  |  |  |  |  | | To: |  |  |  |  |  |   **Weekly Schedule:** | |

|  |  |
| --- | --- |
| 1. **COSTS** | |
| ***[Unit costs taken from Provider Tender and Provider Catalogue]***   |  |  |  |  | | --- | --- | --- | --- | | **Service** | **Unit Cost (£ per hour/ days etc.)** | **# of hours/ days etc.** | **TOTAL** | | **Services set out in Provider Tender** | | | | |  | £ per |  | £ | |  | £ per |  | £ | |  | £ per |  | £ | | **Additional agreed services not included in Provider Tender** | | | | |  | £ per |  | **£** | |  | £ per |  | **£** | | **TOTAL COST** | | | | | **-** | **-** | **-** | **£** | | |
| **Invoice Frequency (Monthly/ Termly etc.)** |  |

|  |
| --- |
| **4. ADDITIONAL REQUIREMENTS AND INFORMATION (if any)** |
| **Variations or additions to Terms and Conditions:**    *(Note – if you wish to vary or add to the contract terms and conditions please insert details here. Please note legal advice should be taken before making any variations as they may be in contravention of public procurement regulations).* |
| 1. **Any Other Additional Requirements and/or Information:** |
|  |

**BY SIGNING AND RETURNING THIS ORDER FORM THE SERVICE PROVIDER AGREES** to enter a legally binding contract with the Commissioner to provide to the Commissioner the Services specified in this Order Form incorporating the rights and obligations contained in the:

1. APPENDIX 1: [CALL-OFF CONTRACT TERMS AND CONDITIONS (insert link)
2. APPENDIX 2: [COMMISSIONER/COMMISSIONERS SPECIFICATION (insert link)]
3. APPENDIX 3: [PROVIDERS TENDER (insert link)]
4. APPENDIX 4: [CHANGE OF PROVISION OR EQUIVALENT (insert link)]

as varied or amended (if any) by this Order Form.

Entered into by the Provider and the Commissioner:

For and on behalf of the Provider:

|  |  |
| --- | --- |
| Name and title |  |
| Signature |  |
| Date |  |
| Supplier's Authorised Representative for the Contract (if different) | [NAME] |

For and on behalf of the Commissioner:

|  |  |
| --- | --- |
| Name and title |  |
| Signature |  |
| Date |  |

1. MONITORING INFORMATION

**Department for Education (DfE) registration and Ofsted framework**

Any provider providing full-time education will conform to current regulations regarding registration with the DfE as a school (or other education provider) and will follow the guidance and expectations set out in the relevant Ofsted framework.

Providers will send the results of any Ofsted inspection to the council and any referrer within 3 days of receipt of the published report. If Ofsted judges the provider to be ‘requires improvement’ or ‘inadequate’ in relation to any elements of the inspection, the provider will engage with the council’s contract manager and any other referrer in developing the action plan for making required improvements. At a minimum, the provider will invite the contract manager to an immediate meeting.

For any provider who is DfE registered, if Ofsted judges the provider to be ‘requires improvement’ or ‘inadequate’ in relation to any elements of the inspection, the council or other referrer may choose to remove students with immediate effect.

**Pupil progress meetings**

The Authority will co-ordinate meetings with the provider to discuss the progress of individual pupils placed within the provision. This will be on a termly basis, or more frequently should issues of particular concern be identified.

As a minimum these meetings will focus on:

* Pupils’ academic progress
* Pupils’ progress against personal outcomes
* Pupils’ progress towards transition outcomes
* Pupil and parent/carer feedback, including complaints
* Any identified safeguarding concerns

**Contract monitoring meetings**

The Provider will be subject to contract monitoring visits by the Authority up to two times per year to look at performance against this specification. The frequency of these meetings will depend on factors including the type of activities, the number of pupils attending the provision with the monitoring period, and whether there are any concerns about the service.

These meetings may be combined with the pupil progress meetings (above) where appropriate.

Meetings will usually be with the Authority in which the provision is based, although may also be based on other factors such as proportion of referred pupils from each local authority. Authorities may also choose to undertake such meetings with the provider jointly.

The contract monitoring meetings will focus on the following:

• Outcomes achieved against the key performance indicators detailed in Schedule 3

• Performance and value for money

• Plans for service improvement

• Equality data and issues

• Case studies or student and parent/carer feedback

• Feedback from referring schools

• Complaints and safeguarding issues/referrals

• Emerging issues for the provider

Prior to these meetings, monitoring data will need to be provided to the Authority in the format requested. Additional documentation relevant to the service provision may also be requested in advance of contract monitoring meetings, including:

* Report on projected and actual expenditure
* Annual audited accounts
* Provider’s self-evaluation including lesson observations
* Safeguarding policy and action plan
* Equality policy and action plan
* Service improvement plan
* Staff structure chart with qualifications
* Record of staff development & training
* Single central register of DBS cleared staff
* Health and safety policy and certificate
* Premises log book (or other record) detailing health and safety issues and how resolved
* Insurance certificates

**Quality assurance visits**

Providers will be subject to quality assurance visits by the Authority up to three times per year. This may involve staff from schools (mainstream, special or alternative provision). The frequency of quality assurance visits will depend on factors including the type of activities, the number of pupils attending, and whether there are any concerns about the service.

The visit will include talking to pupils and undertaking a ‘learning walk’ to understand the provision from the pupils’ perspective, and to collect evidence about teaching and learning, evidence of progress and areas for service development.

The programme will be agreed with staff in advance, so provision can be organised accordingly, and consent will be sought from pupils. Quality assurance learning walk visits will follow the National Education Union’s [Model Policy Covering Learning Walks and Drop Ins](https://neu.org.uk/advice/learning-walks-model-policy).

Visits will usually be by the local authority in which the provision is based, although may also be based on other factors such as proportion of referred pupils from each local authority. Local authorities may also choose to undertake such visits jointly.



**DATA PROCESSING**

**New definitions:**

**Caldicott Principles:** the principles governing the handling of health and social care records.

**Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

**Data Subject Access Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018:** Data Protection Act 2018.

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679).

**LED:** Law Enforcement Directive (Directive (EU) 2016/680).

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**Sub-processor:** any third Party appointed to process Personal Data on behalf of the Provider related to this Contract.

**1.**  **THE PROVIDER SHALL COMPLY WITH ANY FURTHER WRITTEN INSTRUCTIONS WITH RESPECT OF PROCESSING BY THE AUTHORITY.**

**2.**  **ANY SUCH FURTHER INSTRUCTIONS SHALL BE INCORPORATED INTO THIS SCHEDULE.**

**3.**  **PROCESSING BY THE PROVIDER**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | *Pupil personal information*  *Parent/carer information* |
| Duration of the processing | *The information will be processed for the duration of the Framework Agreement.* |
| Nature and purposes of the processing | *Nature*  *Data will be collected, recorded, organised and structured as the providers sees fit to best meet the identified needs of the child. Data will be used to inform the on-going approach of the provider.*  *Purpose*  *To deliver alternative learning provision* |
| Type of personal data | *Name*  *Date of Birth*  *Address*  *Parent/carer contact details*  *Relevant safeguarding information*  *Pupil attainment in school* |
| Categories of Data Subject | *Children and Young People attending alternative learning provision*  *Parents and carers of children and young people attending alternative learning provision* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | *The information collected on a child/young person during term of the Agreement will be retained for the duration of the involvement and then returned to the controller.*  At the end of the contract period, all data processed (be it hard copy or electronic data) under this contract must be either   * Transferred securely to the Authority (Electronic Data must be transferred in an encrypted format using a secure communication method such as SFTP (Secure File Transfer Protocol) using TLS (Transport Layer Security), other data such as paper records should be kept secure in transit, tracked during transit and delivered to the correct individual so special or recorded delivery should be used where appropriate).   **and**   * Destroyed in accordance with BS EN 15713:2009 standards and following NCSC (National Cyber Security Centre - [NCSC.gov.uk](file:///C:/Users/BRITMT4/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/OLYF8FYJ/ncsc.gov.uk)) recommended guidance.     Prior to the end of the contract period, the Provider will contact the contract manager for further instructions on how to appropriately, transfer data to the Authority and/or securely destroy. |

1. Safeguarding
2. The provider shall designate a manager with responsibility for safeguarding children in respect of the Services, whose responsibilities shall include (but not limited to):
   1. ensuring safeguarding policies and procedures are in place and understood by all the Provider’s Staff;
   2. ensuring the Provider’s Policies include the process for accurate and confidential recording, storing and sharing of information;
   3. managing allegations of abuse against people who work with children, and liaising with the Authority’s safeguarding service and the Authority’s Designated Officer in accordance with statutory guidance.
   4. maintaining records of the training of all members of the Providers’ organisation;
   5. maintaining and implementing a training plan in relation to safeguarding; and
   6. ensuring effective measures are in place for safer recruitment.
3. The Provider Shall:
   1. ensure that is has established its own safeguarding policy, or has adopted the safeguarding policy of the professional body, in accordance with legislation and the expectation to follow Local Safeguarding Partnership policies and procedures. local multi-agency policies.
   2. ensure mechanisms to ensure safeguarding concerns are reported as required by the Authority; and
   3. amend the Safeguarding Policies on at least an annual basis to comply with the Authority’s safeguarding requirements, to follow Local Safeguarding Partnership policies and procedures, and to reflect any practice changes within their organisation
4. The Provider shall ensure and be able to demonstrate to the Authority that safer recruitment practices are in place for all staff, potential staff, volunteers and other persons engaged regulated activity for children and young people (as defined in Schedule 4 of the Safeguarding Vulnerable Groups Act 2006 (“SVG Act”) as amended by the Protection of Freedoms Act 2012). Such practice will apply to trustees or members of management committees where they may reasonably be expected to have access to vulnerable children and young people.
5. The Provider shall ensure that the Provider’s Staff receive suitable training in safeguarding children and young people, as a minimum attending an update every year.
6. The Provider shall comply with any reasonable requests made by the Authority in relation to the Authority’s Prevent Duty.
7. For the purposes of this Schedule “Prevent Duty” shall mean the Authority’s duty to have due regard to the need to prevent people from being drawn into terrorism under section 26 of the Counter-Terrorism and Security Act 2015.
8. The Provider shall make the Authority aware of any serious incidents that occur within 24 hours of the Provider becoming aware of such incident. Press statements/interviews with the media should not be given without previous discussion with the Authority.
9. The Provider shall give reasonable assistance to the Authority to comply with the SVG Act and shall not do any act either knowingly or recklessly that would cause the Authority to be in breach of the SVG Act.
10. The Provider agrees to indemnify the Authority against all claims, actions, damages, Legal costs, proceedings, expenses and any other liabilities that the Authority incurs as a result of the Provider’s failure to comply with this Safeguarding condition.

**Providers Staff and Volunteers**

1. Due to the nature of the work, all Staff deployed are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 ("the Act") by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Orders 1975 and 1986 (the Orders"). The Provider shall ensure that all Staff supply information in accordance with the Act and the Orders about convictions, which for other purposes are "spent" under the provisions of the Act. This includes a continuing contractual obligation on the part of the Provider and all Staff to disclose any new offences and/or all matters which are, or have been, the subject of an investigation by anybody authorised to conduct criminal investigations. All such information should be disclosed to the Authority in accordance with their standard procedures, such procedures to be notified to the Provider from time to time.
2. The Provider shall ensure that all individuals engaged in the provision of the Services are:  
   1. subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (**“DBS”**) including a check against the adults' barred list; and
   2. the Provider shall monitor the level and validity of the checks under this Clause 11 for each member of staff.
3. The Provider warrants that at all times for the purposes of this contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
4. The Provider shall ensure that the Authority and the Disclosure and Barring service is kept advised at all times of any member of the Provider’s Staff that subsequent to the commencement of his/her employment or engagement in the Service receives a conviction, or whose previous convictions become known to the Provider.
5. If a Provider requires a member of the Provider’s Staff to commence employment or engagement in respect of the Services prior to completion of an enhanced disclosure check undertaken through the Disclosure and Barring Service, then the Provider shall ensure that the offer of employment or engagement will remain conditional upon a satisfactory Disclosure and Barring Service disclosure. Pending the completion of the enhanced disclosure check the Provider shall ensure that a risk assessment must be completed in respect of the member of the Provider’s Staff, and, as a minimum, the individual shall not be allowed to work unsupervised with adults at risk, children and young people. This arrangement must only be used as a temporary measure and must be brought to an end immediately if so requested by the Authority.
6. Upon request by the Authority, the Provider shall, provided that it can lawfully do so, permit access and obtain any consent necessary to allow the Authority access to any relevant Disclosure and Barring Service disclosures in the circumstances of an allegation being made against a member the Provider’s Staff or as the Authority otherwise deems necessary.
7. The Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 15 have been met.
8. The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out a Regulated Activity (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.
9. The Provider shall not employ or use the services of any person to undertake any Regulated Activity, who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children.
10. The Provider shall comply with all relevant law or guidance produced by the Department for Education or the Authority relating to the safe recruitment of staff.
11. The Provider shall supply to the Authority on request a list of all Staff giving such information as the Authority reasonably requests, including, as a minimum, each member of Staff's:
    1. Name;
    2. Job title/description;
    3. Result of enhanced DBS check;
    4. Confirmation that the member of Staff has not been identified on the children’s barred list
12. The Provider shall ensure that all Staff work in compliance with the Authority’s policies and procedures provided to it and all relevant Provider protocols and, in the event of any conflict, the Authority's policies and procedures will prevail unless otherwise agreed between the Parties.
13. The Authority may (but only where reasonable grounds for such action exist) request the Provider to take disciplinary action against or to remove from work any member of Staff in or about the provision of the Services. Following such request, the Provider, acting reasonably, shall take appropriate action, including disciplinary action, proportionate to the circumstances.