

For Inclusion on a Dynamic Purchasing System for the Provision of Alternative Education to the City of Derby

Contract Ref.: TD2205

SPECIFICATION

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SECTION 1 – INTRODUCTION, CONTEXT AND SCOPE

1.1 INTRODUCTION

- 1.1.1 Derby City Council (the Council) is inviting applications from suitably experienced and qualified entities to participate in a Dynamic Purchasing System (DPS) for the provision of Alternative Education across the city. The DPS will be partly managed by colleagues from the Respect Collaboration of Schools, the schools within which are “maintained”.

1.2 GENERAL REQUIREMENTS

- 1.2.1 Applications are invited for inclusion on a Dynamic Purchasing System (DPS) list of approved, quality assured providers of alternative education, intended to facilitate the placement of vulnerable children and young people for whom the Council has a statutory responsibility. This will include children and young people who have been permanently excluded from school or are without a school place.
- 1.2.2 For clarity, this DPS is not a full DPS as defined under the Public Contract Regulations 2015, Regulation 34, but is a modified version. This is because Section 7 – Education and Training services (the Light Touch Regime as allowed under Regulations 74 to 77) are not subject to the full regulations of the procurement procedures set out in the Regulations.
- 1.2.3 The Council’s and RCS’s detailed requirements are defined in this Specification at Section Two.

1.3 SCOPE AND DURATION

- 1.3.1 The Dynamic Purchasing System (DPS) shall operate for an initial term of three years with initial agreements to commence 1st June 2025 and end 31st May 2028. There will be options to extend the DPS in annual increments for up to four further years. The maximum term for the DPS will, therefore, be seven years.
- 1.3.2 Individual contracts awarded under the DPS may be of any reasonable duration regardless of when they commenced, i.e. an individual contract may outlive the expiry of the DPS itself. However, given the nature of the services being sourced under the DPS, it is anticipated that the duration of most individual contracts will last no longer than one academic year.
- 1.3.3 Respect Collaboration of Schools (RCS) will be the principal user of the DPS, however there may be occasions when other procurement routes are selected for some specific requirements. No guarantees of business value or volume can be given. Service Providers will have to form their own views as to the potential for such an arrangement.

SECTION 2 – CORE SERVICE REQUIREMENTS

2.1 KEY REQUIREMENTS

2.1.1 Respect Collaboration of Schools (RCS) has a statutory duty to make arrangements for the provision of appropriate education otherwise than at school, for children of compulsory school age who, by reason of suspension or exclusion from school or otherwise, will not receive a suitable education without these arrangements.

2.1.2 In 2023/24 1,283,925 hours of alternative provision were sourced by RCS.

2.1.3 The alternative provision offered must fall within the categories and specifics below:

Categories

Key stage	<ul style="list-style-type: none">• Key stage 1• Key stage 2• Key stage 3• Key stage 4
Vocational provision	<ul style="list-style-type: none">• Alternative provision across a wide variety of vocational subject areas
Core provision	<ul style="list-style-type: none">• Core subject delivery• GCSE• Functional Skills
Virtual learning	<ul style="list-style-type: none">• Online delivery across a variety of subject areas
Therapeutic Services	<ul style="list-style-type: none">• Therapy/Counselling• Therapeutic activities
SEN	<ul style="list-style-type: none">• Specific complex needs support and provision• Sensory/Physical services• Cognition and learning

Specifics

Location	<ul style="list-style-type: none">• Within Derby City• Outside of Derby City with no more than 30 mins transport time from referrer to provision
Group size	<ul style="list-style-type: none">• Individual tuition (1:1)• Group
Length of placement	<ul style="list-style-type: none">• Part time• Full time• Short term• Medium term• Long term
Outcomes	<ul style="list-style-type: none">• Enrichment• Industry recognised outcomes• QCF accredited qualifications• Progress 8 qualifications

- 2.1.4 All provision should offer progression throughout their courses, regardless of the category of Alternative Provision or Key Stage. Pupils, where appropriate, should work towards qualifications that fit within the Qualifications and Curriculum Framework (QCF) and/or accreditation that supports post 16/industry recognised education.
- 2.1.5 The scope of this agreement is not restricted by pupil numbers. It is anticipated that places will be purchased on an ad hoc basis, dependant on the pupil's requirements and capacity of the best value provider. However, it will be possible, in some areas, for core places to be arranged on a regular basis. This will be with the provider who is the best value for money and has sufficient capacity. Should this capacity be reached then the next value for money provider with capacity shall be used.
- 2.1.6 Each session must last up to 2.5 hours. The duration of two sessions on the same day must not be more than 5 hours. Pupils may attend more than one session but not necessarily on the same day. Where pupils attend two sessions on the same day a minimum break of 30 minutes for lunch is required, please see 2.6.4. For Virtual Learning and Therapeutic services please see section 2.23 and 2.24 respectively.

2.2 DELIVERY OF SERVICES

- 2.2.1 Providers must ensure that their academic year is in line with the timetable and school holiday patterns of Derby City. RCS specific term dates and insets must also be upheld. Any deviations from this will be highlighted and agreed separately through the mini-competition process.
- 2.2.2 The details of the timing and duration of provision for individual pupils will be outlined in each specification issued for a mini-competition process.
- 2.2.3 The provision on offer may range between a full and part time curriculum, based on what is appropriate to the specific needs of the pupil. A commissioning agreement will be in place between the referring school and the commissioner to outline the requirement for placement, length and purpose. Providers will be expected to work with this agreement and review accordingly, see 2.9.2 For placements offering full time provision, please see 2.22.
- 2.2.4 Where any point in this specification is not met, this will incur a minor breach. Regular minor breaches may result in the contract being terminated under clause 20.1 of the Conditions of Contract.

2.3 PUPIL REFERRALS AND DOCUMENTATION

- 2.3.1 A provider must use and access the current RCS Management Information System (web based MIS) in order to view individual pupil records, including contact details, any legal documentation and an individual risk assessment (if applicable) as minimum.
- 2.3.2 Any separate pupil records that a provider creates that include pupil information, must be kept up to date by the provider when changes are communicated by the referrer. They must also be held in accordance with the current Data Protection legislation and the information processing agreement in place through this contract (see section 2.20 – Confidentiality and Data Protection)
- 2.3.3 Providers will be responsible for ensuring that all staff working with an individual pupil, have read and understood all documentation and data relevant and available to the placement offered which may include:
- Commissioning agreements
 - Parental consent form
 - Referral form

- EHCP (Education Health and Care Plan)/SEND (Special educational needs and disabilities) paperwork
- LAC (Looked after child) liaison and paperwork
- Safeguarding
- Risk assessment
- Medical information
- Academic levels

2.3.4 Providers will be responsible for adapting their provision based on the individual pupils needs, in line with any given information on referral and at any later communicated points.

2.3.5 A provider is responsible for ensuring all pupil records and the sharing of this information with key personnel, is kept up to date with any changes that may be communicated by the referrer.

2.3.6 If at any point a provider feels they are unable to meet the needs of an individual pupil and/or group, based on the information given, they must request a review of the placement.

2.4 PUPIL INDUCTION

2.4.1 All pupils must have access to a thorough induction programme, on the point of entry, delivered by the provider to include:

- Safeguarding to include the named designated safeguarding lead (DSL)
- Behaviour expectations and/or Code of Conduct
- Learning outcomes/accreditation and reviewing process
- Health and Safety including site familiarisation, PPE expectations and fire evacuation
- Break/Lunch time expectations
- Brief provision details, to include location and transport guidance if necessary

2.4.2 Providers must have flexibility to conduct an induction at any pupil entry point in the year.

2.5 PUPIL REGISTRATION AND ATTENDANCE

2.5.1 It is a statutory requirement that a register of attendance is conducted per session (am and/or pm). This must be entered twice daily (where applicable) on to the RCS, electronic Management Information System (MIS) (or other agreed system) within an hour of the session start time. For Virtual Learning and Therapeutic services please see 2.23 and 2.24.

2.5.2 Providers must operate a first day response system and inform RCS, or other individual referrer where relevant, along with parental contact to establish a reason for absence. Details to be logged on the MIS as soon as known. For Virtual Learning and Therapeutic services see 2.23 and 2.24.

2.5.3 Providers must reference and use attendance codes available in the MIS/published on the DfE website, following advice and guidance for marking from RCS.

2.5.4 Providers are responsible for disseminating any training on attendance offered by RCS to those responsible for attendance at the provision – see 2.13.8 and 2.13.9

2.6 PUPIL SUPERVISION

2.6.1 Providers must have scope to supervise pupils at least 15 minutes before and after the official session times.

- 2.6.2 If any pupils arrive or leave before the times stated in 2.6.1, the provider must notify the referrer and parent/carer on the day and at every occurrence.
- 2.6.3 Providers are responsible for supervising pupils throughout any allocated break times (including lunch break) within the session delivered. Considerations must be made with regard to:
- Age
 - Behaviour management
 - Safeguarding i.e. risk management
 - Special Educational Needs and Disabilities (SEND) and Education, Health and Care Plan (EHCP)
- 2.6.4 Providers are responsible for communicating break time (including lunch break) expectations and levels of supervision to the referrer, pupil and parent/carer once agreed through the induction process (see 2.4.1) Any changes to this must be reviewed and communicated accordingly with the referrer.
- 2.6.5 Where pupils attend two sessions in one day they must be given a lunch break. Providers who offer this full day provision must provide at least 30 minutes lunch break. This must be included in the cost of the sessions or clarified as additional through the mini-competition process.
- 2.6.6 Pupils are not permitted to leave any site they are attending during school hours. Providers must ensure they report to the referrer, any pupil that absconds during a session or break. Providers must record this on the appropriate systems available as well as any updates or follow up actions on the day.

2.7 CURRICULUM ACCESS

- 2.7.1 Equipment required for any specific programme must be provided and made available by providers. This includes personal protective equipment (PPE) and the cost must be included in the cost per session. For virtual learning provision this will include software and hardware.
- 2.7.2 For any equipment or machinery specific to delivery, a full health & safety briefing should be given by the provider to the individual pupil, prior to use.
- 2.7.3 Providers who bid for programmes involving outdoor activities must ensure that alternative arrangements are in place for bad weather. All alternative arrangements must be appropriately risk assessed and shared with the referrer before start of contract delivery.
- 2.7.4 Where a placement is agreed, providers must ensure all staff working with pupils who have additional SEND, have read and understood associated documentation in order to effectively adapt teaching, and or strategies to support the needs of any individual pupil.
- 2.7.5 Where a pupil is referred with medical/health care needs, the provider and all staff involved must pay specific regard to any individual health care plans or arrangements shared throughout the referral process and placement. They must also have due regard to any current statutory guidance relating to pupils with medical conditions and health needs.
- 2.7.6 A provider must state at the point of referral if they feel they are unable to meet any elements of an EHCP or health care plan. Providers must be willing to discuss all viable possibilities to adapt the curriculum and provision in order to create access before confirming whether or not they can offer a place.

2.8 QUALIFICATIONS AND OUTCOMES

- 2.8.1 All accredited qualifications delivered must be recognised by the QCF or other industry recognised bodies. Enrichment and inhouse qualifications should be specified clearly during the mini competition process.
- 2.8.2 Providers must be able to evidence any Spiritual, Moral, Social and Cultural (SMSC) elements that their provision can offer, whilst also having regard to British Values within their delivery and practice.
- 2.8.3 Providers are responsible for ensuring all their records of qualifications, including course title, Qualification Accreditation Number (QAN) and unit numbers, industry qualifications and enrichment targets; are accurate, complete and up to date before delivery of the course begins.
- 2.8.4 Providers must fund and be registered with their chosen awarding body/bodies (where applicable), and able to evidence this registration as part of the ongoing quality assurance process.
- 2.8.5 Providers are required to ensure that pupils are entered and claims have been made for any accredited or industry recognised courses. This must be in a timely manner in order to ensure the pupil receives an outcome within the academic year of study and before any relevant national results day. It is a requirement that all entries and outcomes are reported to RCS.
- 2.8.6 It is the responsibility of the provider to manage and oversee any internal/external verification policies and cycles, if applicable. These must be shared with the RCS, or an individual referrer, on request.
- 2.8.7 Providers are responsible for ensuring transparency of predicted outcomes for all year groups accessing their provision, this includes any enrichment targets. This can be requested at any time by RCS.
- 2.8.8 Providers must confirm at point of entry if a full outcome is not possible for any particular student. Sufficient planning to ensure Y11 pupils have the same potential to achieve a full outcome must be evidenced, incorporating the known national Y11 leave date and any potential study leave that may impact attendance, into this planning.
- 2.8.9 All physical certificates of accreditation must be forwarded to a nominated RCS staff member or team, in their original form. They must not be given directly to the pupil.

2.9 PUPIL PROGRESS

- 2.9.1 Paperwork and reports will be required, as part of our quality assurance process, at regular times throughout the year. This will be prescribed by RCS or the individual referrer, with the expectation to track, monitor and evaluate pupil progress.
- 2.9.2 Commissioning agreements or equivalent target setting documentation that is shared with the provider must be used to inform the pupil placement and intended outcomes from the referring school or commissioner.
- 2.9.3 Providers must be able to accurately predict pupil outcomes at key points throughout an academic year and provide written evidence of these predictions as prescribed by the RCS, or the individual referrer.

- 2.9.4 Curriculum pathways must challenge the most able pupils to achieve the highest possible outcomes within the qualification offer. Pathways must be ambitious for all and adapted accordingly by the provider to suit the individual pupil needs.
- 2.9.5 Providers are responsible for identifying and acting upon any negative trends in progress for any individual pupil. Any interventions intended to affect progress must be discussed and agreed with The RCS or the individual referrer.
- 2.9.6 Providers must be able to offer suitable support at key transition points, such as Key Stage 2 to 3 or details of post 16 pathways that are relevant and recognised to the qualifications being offered. Providers may need to liaise between Post 16 support and/or Post 16 providers for Year 11 pupils where relevant.

2.10 BEHAVIOUR MANAGEMENT

- 2.10.1 Providers must have a clear behaviour policy understood and practiced by all staff. It should have appropriate rewards and sanctions/consequences, which underpin consistent positive behaviour management practices, as well as consideration for restorative practice
- 2.10.2 Where relevant and/or not covered appropriately by the providers own behaviour policy, providers will be required to adhere to specific aspects of RCS behaviour policy and processes.
- 2.10.2 Providers must have high expectations of pupil behaviour clearly outlined in their own code of conduct and/or behaviour policy (accepted and shared with the referrer) or that of the referrer. This should be explained and discussed with all pupils as part of the induction process and must be consistently applied throughout the academic year.
- 2.10.3 Where behaviour becomes enough of a concern to record an incident, the provider must report the incident on the day in writing and more immediately by phone if necessary, including any suggested actions moving forwards. Please see 2.13 for reporting procedures.
- 2.10.4 Following any serious or repeated behaviour incidents, the provider must initiate and/or be involved in the arrangements and plans for restorative practice to take place before the next session is to be attended. This will include making appropriate staff available for a face to face meeting with the student and agreeing plans of action moving forward to support re-engagement with the provision.

2.11 TRIPS AND VISITS

- 2.11.1 Providers must inform RCS, or an individual referrer, of any planned trips or visits outside the normal agreed working environment/s. This must be according to specified timescales and levels of risk, prescribed by RCS, or an individual referrer, and local authority guidelines.
- 2.11.2 Where high risk activities are planned, to include trips abroad, extreme sports etc a minimum of 3 months' notice is required as Local Authority Evolve timelines and protocols need to be adhered to and approval gained.
- 2.11.3 Providers must be aware that should the trip require a terrorist risk assessment, this may be requested as additional paperwork.
- 2.11.4 All relevant forms, insurances and risk assessments, must be submitted to RCS, or an individual referrer, within the specified timescales. Failure to do so will result in the trip or visit being refused.

- 2.11.5 Providers will be responsible for informing and gaining consent from all parents/carers/pupils of any planned trips or visits after approval by RCS, or an individual referrer. Dependent on level of risk, this should be in writing and include appropriate detail regarding the planned activity, providing contact details as necessary.
- 2.11.6 Any amendments/deviations after approval of the trip or visit, must be reported to RCS, or an individual pupil, as soon as possible for further approval, and any updates passed onto the parents/carers/pupils. This could delay the intended trip date and may result in a the trip being cancelled therefore approval should not be assumed following any amendment.

2.12 RISK ASSESSMENTS AND INSURANCES

- 2.12.1 Providers must risk assess all identified work areas and sites that any course offered could include. These should be submitted as part of the quality assurance process.
- 2.12.2 Providers are responsible for keeping these up to date and sharing as part of the annual quality assurance processes or as any risk is identified/updated.
- 2.12.3 Where any temporary venues or unforeseen circumstances e.g. bad weather alternatives, will be used, the provider must have these planned into their curriculum and risk assessed accordingly. Any other venue or site use will be classed as a trip or visit – please refer to 2.11.
- 2.12.4 Individual risk assessments for either behaviour and/or safeguarding are often used to safeguard pupils. Where these are in place you should actively work towards incorporating this risk into your workplace/delivery.
- 2.12.5 Where you identify any risk regarding a pupil/s it is important that you highlight the risk with RCS, or an individual referrer and contribute to a written risk assessment to ensure safety within your environment.
- 2.12.6 In order to secure a place on the DPS providers will be expected to self-certificate they have statutory Employers Liability Insurance (not sole traders) in accordance with statutory requirements and £5m Public Liability Insurance. Where the Provider may transport a pupil in their own vehicle for any purpose, the appropriate business vehicle insurance must be in place. Evidence of these documents will then be requested if a place is successfully awarded.

2.13 QUALITY ASSURANCE AND REPORTING PROCEDURES

- 2.13.1 Providers will be required to identify a leader or suitably experienced member of staff to prepare for and attend three quality assurance meetings during an academic year to review all aspects of their provision. The identified member of staff must be knowledgeable in this contract.
- 2.13.2 Providers must follow reporting procedures as prescribed by RCS, or an individual referrer whether running an accredited or enrichment course. This will include:
- Safeguarding
 - Incidents
 - Progress
 - Outcomes
 - Attendance
 - Accidents
- 2.13.3 Reporting expectations will be, daily, weekly, termly, interim (as required) and annual.

- 2.13.4 Interim reporting will include but is not limited to any contribution required by statutory processes such as SEND statutory assessments, adhering to requested statutory deadlines/time scales.
- 2.13.5 All reports and data entry must be completed accurately, in full and returned within the deadlines prescribed by the RCS, or an individual referrer.
- 2.13.6 Lesson observations re: Teaching and Learning will take place at least annually and providers must be able to facilitate this. The observation protocols of RCS for alternative provision will be used. Teaching observations need to meet the needs of the pupils including those with SEND or SEMH. If teaching and learning is deemed insufficient, then further action may be required, or a supportive package may be put in place. An individual referrer may agree an alternative arrangement. For Virtual learning please see 2.23.
- 2.13.7 Quality visits re: contractual aspects of delivery outside of teaching and learning, will take place annually, for each course or venue, and providers must be able to facilitate this. These visits will be a minimum of 3 hours. If any part of the quality visit is deemed insufficient or a concern, then further action may be required, or a supportive package may be put in place. An individual referrer may agree an alternative arrangement. For Virtual Learning and Therapeutic Services please see 2.23 and 2.24.
- 2.13.8 RCS will offer training sessions throughout the academic year to ensure support and guidance on meeting all aspects of this contract. This is not compulsory, however non-attendance resulting in non-compliance with the contract could result in a minor breach.
- 2.13.9 Providers are responsible for disseminating any training/information offered by RCS to their relevant staff team for this contract. This must be done accurately and in a timely manner and will include both face to face and written information shared.

2.14 SAFEGUARDING

- 2.14.1 Where the service involves working with or close by children and young people under 18, the successful provider must take all reasonable and thorough steps, including Enhanced Disclosure and Barring Service (DBS) and Independent Safeguarding Authority checks, to make sure that:
- everyone who is likely to work at the premises where the service is to be provided is fit to be in the proximity of children and/or young people. For this purpose, “work” includes voluntary work;
 - the premises in which the service is to be provided, where appropriate, are fit for children and/or young people;
 - the Provider has complied with all requirements for registration under the Children Act 1989.
 - An organisation safeguarding policy must be in place and evidence that this is reviewed on an annual basis and/or when new guidance is published.
 - A named, designated safeguarding lead (DSL) should be in place and trained to DSL level (minimum). This safeguarding training must be from a recognised external training body/service.
 - All staff should have annual safeguarding training that meets the most recent KCSIE requirements from an external training body/organisation.
- 2.14.2 Providers working with children should comply with Keeping Children Safe in Education (current document) and adopt the Derby and Derbyshire Safeguarding Children procedures. This legislation and procedures can be found at:

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

- 2.14.3 The provider must ensure that appropriate procedures are in place to ensure that staff report, and deal appropriately, with allegations or concerns about vulnerable service users and/or staff. Any safeguarding concern must be reported on the day of the incident/disclosure using the RCS safeguarding reporting system, or that of the individual referrer.
- 2.14.4 The provider must be able to evidence that all staff have signed to say they have read Part One of Keeping Children Safe in Education (current version) and evidence provided to show understanding.
- 2.14.5 RCS and any other referrer's safeguarding policy must be regarded as part of this contract. The current version on RCS's safeguarding policy can be found on their website here <https://respectschools.co.uk/policies/>

2.15 STAFFING

- 2.15.1 All recruitment procedures must be fully compliant with Keeping Children Safe In Education (KCSIE) - current version. This must include all other referenced documents throughout KCSIE.
- 2.15.2 Providers must have an up-to-date safer recruitment policy, a named member of staff who has been trained in safer recruitment (this member of staff must always be part of interview and recruitment of new staff) and a clear staff induction process that can be provided through the quality assurance processes. This must include a staff code of conduct.
- 2.15.3 All staff employed by providers who may have contact with pupils or pupil records must have and be able to provide a current Enhanced (Disclosure and Barring Service) DBS certificate number and issue date. Any offences, relevant to children, to include violence, intimidation or substance misuse, must be declared to RCS or an individual referrer on request.
- 2.15.4 All updates to any member of staff's current DBS status should be shared with RCS as soon as this becomes apparent.
- 2.15.5 Where the provider uses the DBS update service, their relevant policy must confirm all latest government guidance on the DBS Update Service is followed. This will include evidencing annual checks are permitted and carried out accordingly.
- 2.15.6 Providers must have a Volunteers Supervision Policy and be able to provide this, where they intend to use volunteers within their provision. Under no circumstances, should volunteers be left in full supervision of a pupil/s.
- 2.15.7 Providers who offer compulsory school age work experience placements, must have a current work experience policy and must inform RCS to approve, or an individual referrer, before the placement begins, with regard to regulated activity guidelines.
- 2.15.8 All staff must be inducted effectively to include a clear understanding of safeguarding and managing challenging behaviour and the processes and procedures that support this both internally and externally.
- 2.15.9 Where staff are lone working with any student or group, there must be clear and separate guidelines for this type of work and a lone working policy will be requested.
- 2.15.10 The experience and training of all relevant staff must be detailed in your application response. On-going evidence of experience and training of all staff members will be required and requested through quality assurance processes. Where training is industry specific and

required for insurance or health and safety purposes, the provider will be entirely responsible for ensuring these are kept up to date and in line with industry standards.

2.15.11 Any new or inexperienced staff must be supervised at all times when responsible for pupils placed under this agreement.

2.15.12 Staffing ratios should be clearly identified when bidding in a mini-competition and based on minimum and maximum group sizes. Any changes to this will need to be requested formally and agreed by RCS, or an individual referrer, as part of the day to day contract management process.

2.16 POLICY COMPLIANCE

2.16.1 All providers' policies must comply with statutory documentation, local authority guidelines and Local Safeguarding Boards.

2.16.2 Updates to policies are the responsibility of the provider and evidence of such will be required at least annually or in line with any local or national changes.

2.16.3 Any policy can be requested by RCS, or an individual referrer, at any point in the contract to ensure compliance with quality assurance procedures.

2.17 PRICING AND PAYMENT

2.17.1 Specific costs of placements are not required at this stage. As part of a mini-competition process, or where an individual agreement is made by Direct Award providers will be able to reflect their costs for providing those services to meet the work packages being offered.

2.17.2 Pupils who are in receipt of Free School Meals must be provided with an appropriate meal. Providers who are in close proximity to the referring school must collect meals if requested for full day sessions only.

2.17.3 Where providers are unable to collect meals, they should make adequate provision for this meal in accordance with school meal guidelines (e.g. no carbonated/energy drinks, crisps or sweets etc) up to the value of the current free school meal price.

2.17.4 Costs incurred by providers in the provision of a free school meal should be invoiced separately to the contract invoices. Costs will only be reimbursed up to the current free school meal value.

2.17.5 See section 3 of this document for additional information regarding invoicing.

2.18 TRANSPORT

2.18.1 Where a provider location is outside of the main bus routes from Derby city centre the provider must consider and incorporate transport implications to and from sessions in terms of time/cost and staffing.

2.18.2 All transport provided must be clearly included in the daily/session cost or listed separately as an extra, costed service.

2.18.3 Any pick up or drop off points must be agreed with the referrer and clearly communicated with the pupil/parent/carer.

- 2.18.4 All staff nominated to drive must be able to prove that they are insured to drive the vehicle they will be using, relevant to transporting children during business hours.
- 2.18.5 All providers must be able to demonstrate annually, that the vehicles they are using comply with current DVLA regulations with regard to the transportation of school age children. This relates to, but is not limited to, MOT standards and service periods. Appropriate business vehicle insurance must also be evidenced and in place.

2.19 HEALTH AND SAFETY

- 2.19.1 All provision must comply with current Health and Safety regulations and legislation and any industry specific requirements. Evidence of compliance can be requested at any time for which the provider is fully responsible and must be able to produce.
- 2.19.2 Where any concerns around health and safety are noticed and communicated to the provider, a recorded discussion, agreement of concern and necessary action and an update once completion (if necessary) will be required.
- 2.19.3 Fire management must be specific to the current Health and Safety Executive (HSE) Fire Regulations/legislation in line with the providers venue and industry activities.
- 2.19.4 A fire risk assessment carried out by an external, qualified fire risk assessor, must be evidenced for each site intended to be used for delivery. It must include all buildings, whether mobile or static. Where any other person carries out a fire risk assessment and this is not through an external, qualified fire risk assessor company, evidence of competency will be required in the form of relevant H&S or fire risk assessing training.
- 2.19.5 Any actions raised on the fire risk assessment must be evidenced as completed within the given timeframes. Failure to do so may result in the contract being terminated under clause 20.1 of the Conditions of Contract.
- 2.19.6 Where a provider confirms that a specific request or requirement is not applicable to them or their provision, they will be responsible for demonstrating and evidencing why this is the case providing the correct regulation/legislation exemption.
- 2.19.7 A named and certified First Aider must be identified and present on site for each session that pupils attend. Evidence of certification (face to face theory and practical, or 6 - 7 hours) will be required.
- 2.19.8 First Aid kits – these must be updated in line with the HSE, First Aid at Work regulations.

2.20 CONFIDENTIALITY AND DATA PROTECTION

- 2.20.1 The Provider will sign up to the Information Processing Agreement as part of the pre-contract initiation period. A draft version is embedded at Appendix One of this document.
- 2.20.2 The law does not prevent the sharing of sensitive, personal information within organisations. If the information is confidential, but there is a safeguarding concern, sharing it may be justified.
- 2.20.3 The Provider and its staff shall comply with Data Protection Act 2018, UK GDPR 2021 and any future 'any applicable UK data protection legislation' and article 8 of the Human Rights Act 1998 (the right to privacy) and any subsequent legislation that is applicable during the course of the Agreement.

2.20.4 As a minimum this means:

- The Council will be informed of how the personal data of our customers will be processed.
- Staff of the Service Provider will not share information about customers outside of the workplace.
- Records will be accurate and kept up to date.
- Customers will have a right to access to information held about them.
- Personal data will be kept secure at all times.
- Any disclosure of personal information must be done securely.;
- Personal data will not be collected that is not required for the provision of the service.

2.20.5 The Provider shall have a Data Protection policy that governs conduct of Staff and Volunteers (if appropriate) to ensure personal data is kept secure.

2.20.6 The Provider will ensure that the Staff who provide this service are aware of their responsibilities under the Data Protection Act 2018 and UK GDPR 2021. The Service Provider will ensure that new Staff receive training on this as part of their induction and receive refresher training on their responsibilities under the Data Protection Act 2018, UK GDPR 2021 and any future 'any applicable UK data protection legislation, at least every two years.

2.20.7 The Provider will ensure appropriate security procedures are followed to protect the personally identifiable information belonging to Customer when making referrals or communicating on their behalf.

2.20.8 The Provider is to ensure that any personal data processed under this contract shall not be processed outside of the UK. If requested, the Council may consider alternatives to this as long as significant security requirements are met, which may mean a change of terms and conditions the Provider has with any third-party storage solution provider. The Council is under no obligation to consider a request to store this personal data outside of the UK. Any additional costs the Provider incurs to meet these requirements shall be entirely met by the Provider.

2.20.9 The Provider is required to understand where the personal data is 'stored' especially if using 'cloud services'. The Provider will engage and respond to any request from the Council concerning the location.

2.21 EQUALITY AND DIVERSITY

2.21.1 The Council is committed to advancing equality of opportunity and providing fair access and treatment in employment and when delivering services. We will work to deliver our commitments by tackling inequality arising out of age; disability; gender re-assignment; marital status and civil partnership; pregnancy and maternity; race; religion and belief including non-belief; sex or gender; sexual orientation; and other forms of disadvantage such as rural deprivation and isolation. Our policy applies to every Councillor, manager and employee of the Council and any other person or organisation employed by the Council to work or to deliver services on its behalf, including those employed through contractual, commissioning or grant-aided arrangements.

2.21.2 It is the responsibility of the Service Provider to actively meet the requirements of the Equality Act 2010 and Derby City Council responsibilities under the Public Sector Equality Duty (the Duty) by paying due regard to:

- eliminating discrimination, harassment, and victimisation and any other conduct that is prohibited by the Equality Act 2010
- advance equality of opportunity
- foster good relations between people who share a relevant protected characteristic and those who don't

2.21.3 Having due regard means the Provider needs to:

- remove or minimise disadvantages suffered by people due to their protected characteristics
- take steps to meet the needs of people with certain protected characteristics where these are different to the needs of other people
- encourage people with certain characteristics to participate in public life or in other activities where the participation is disproportionately low

2.21.4 The Duty and this specification requires the Provider take into account disabled people's impairments, when making decisions about policies and services, as the law recognises that disabled's people's needs may be different from the needs of non-disabled people. This might mean making reasonable adjustments or treating disabled people better than non-disabled people to meet their needs or providing positive discrimination to enable disadvantaged group's access to the Service.

2.21.5 All Staff employed by the Provider will recognise and respect the religious, cultural and social backgrounds of Users in accordance with legislation and local and national good practice.

2.21.6 The Provider will ensure that it has access to appropriate translation services/resources to enable equity of access and understanding.

2.21.7 The Provider will recognise and make provision for cultural and religious needs such as prayer time if appropriate.

2.22 FULL TIME PROVISION

2.22.1 All points of this specification apply to any provider of Full time alternative provision unless stated otherwise.

2.22.2 Any provider offering full time provision should be registered and recognised as good/outstanding by Ofsted. Evidence of this status must be provided. Full time provision will be in line with the hours/criteria specified in the latest government guidance for alternative provision.

2.22.3 Derby City Council reserve the right to suspend and, if appropriate, remove from the approved alternative provider list and from the directory, the name and details of any provider who has failed to provide appropriate notification that they (the provider) were required to register as an independent school under the DfE regulations.

2.22.4 The provider should make available all relevant programme details i.e. course publicity, term dates, session times, contact name and timetables to the pupils, their parent/carers and the referrer.

2.22.5 The provider must ensure that there is appropriate pastoral support with a named key worker that supports pupils' social and emotional resilience and well-being and that this is monitored and reviewed. The provider should ensure that there is appropriate engagement with the parents or carers to facilitate this.

- 2.22.6 The provider must have systems in place to monitor and track pupil progress that should be shared with the referrer at least 3 times a year.
- 2.22.7 Patterns of exclusion, whether suspension or permanent, will be reviewed through the agreed quality assurance process. High levels of suspensions, and/or a lack of appropriate consultation with the referrer, prior to permanent exclusion, may result in a provider being suspended from the provider list. Where any remedial action has proved unsuccessful in terms of reducing the number of provider suspensions, this may also result in the provider being removed from the list.

2.23 VIRTUAL LEARNING

- 2.23.1 All points of this specification apply to any provider of Virtual Learning unless stated otherwise.
- 2.23.2 RCS or any individual referrer, must agree on specific reporting expectations, before commissioning any piece of work with a Virtual Learning (VL) provider. A VL provider must clearly be able to evidence the ability to report on the following areas:
- Daily attendance
 - Weekly reports
 - Termly reports
- 2.23.3 Any other reporting procedures, paperwork and systems, as prescribed by RCS, or individual referrer, and not agreed in line with section 2.13, will remain and must be completed accurately, in full and returned within the deadlines prescribed by the RCS.
- 2.23.4 VL providers may not typically offer a 2.5 hour session therefore lesson times must be clearly outlined with the referrer during the mini-competition stage. Daily attendance must be recorded according to DfE guidelines and a plan agreed with the referrer for who will be responsible for first day response.
- 2.23.5 Evidence needs to be provided in detail, of a robust monitoring of teaching and learning. VL providers must be able to provide evidence of lesson observations and any policy that governs this. Alternatively, a VL provider must fit within RCS, or individual referrer, lesson observation cycles – see 2.13.6
- 2.23.6 In the absence of a physical learning environment, 2.13.7 will not apply. Instead, a quality assessment based on the online service and communications will be carried out annually. If any part of the quality assessment is deemed insufficient or a concern, then further action maybe required, or a supportive package may be put in place.
- 2.23.7 VL providers need to consider online safety procedures and provide evidence of a clear policy that includes monitoring and filtering and also protects children from the 3 areas of risk highlighted in KCSIE (current version); Content, Contact and Conduct.
- 2.23.8 VL providers may not have a physical environment and therefore 2.19 Health & Safety may not always apply. However, evidence of consideration for Health and Safety (Display Screen Equipment – DSE) regulations 1992, may be requested by RCS.
- 2.23.9 VL providers must clearly identify any resource requirements for curriculum access to the programmes offered, this may include software or hardware. Where additional costs are incurred due to the resources required this must be clearly outlined during the mini competition process.

2.24 SPECIAL EDUCATIONAL NEEDS AND DISABILITIES (SEND) and THERAPEUTIC SERVICES

- 2.24.1 All points of this specification apply to any provider of SEND or Therapeutic services unless stated otherwise.
- 2.24.2 RCS, or an individual referrer, must agree on specific reporting and delivery expectations before any work is commissioned with a SEND or therapeutic provider.
- 2.24.3 A SEND or therapeutic provider must be able to evidence that they can provide:
- Attendance information as required by the referrer including use of an Management Information System (MIS) to DfE guidelines as requested
 - Suitable facilities for the provision of the services or agreed arrangements around using a different venue
 - A procedure to manage confidentiality and information sharing when attending referral/statutory meetings, liaison with school, home or other agencies at regular intervals pertinent to the needs of the pupil
 - A clear procedure agreed with RCS, or an individual referrer, for referral, assessment tools, reports, delivery (to include timings) and evaluation.
- 2.24.4 SEND and Therapeutic providers need to evidence that staff have a clinical qualification and registration with an appropriate professional body, where this is relevant to the services offered.
- 2.24.5 Therapeutic providers will need to ensure and evidence that all therapists have regular and on-going formal supervision/consultative support for their work in accordance with professional clinical requirements.
- 2.24.6 SEND and Therapeutic providers will need to evidence a commitment to developing their staff through continued professional development, this will be monitored as part of ongoing quality assurance.
- 2.24.7 Appointment times will depend on the needs of the client group, the expectations of the type of SEND session or therapy, and the practical considerations for managing the work. Specific timings will be agreed by the referrer and the SEND or therapeutic providers

2.25 SOCIAL VALUE

- 2.25.1 The Provider will be expected to consider how best to maximise additional value for the community and local Derby economy in their service delivery through mechanisms which may include:
- Considering how peer support and citizen engagement can be developed as part of the service where applicable and appropriate.
 - Considering seeking external funding as appropriate to further the aims and objectives of the service.
 - Considering ways that the local economic benefits including the development of employment opportunities, apprenticeships, volunteers, work experience and through wider learning and development opportunities for the community.
 - Considering how you can generate value to the local supply chain.
 - Considering how you can promote fairness and equality.

- Considering how you can minimise the environmental impact to the local community when delivering these services.
- Considering how you can improve the capacity and sustainability in the voluntary and community sector.
- Considering other ways that the Service can offer additional value in the delivery of the service.
- The Provider will be required to record and report on additional value gained on request.

2.26 IR35 (Intermediaries Legislation) – amendment for off-payroll working in the public sector

The law now requires public sector bodies to decide the employment status of persons they engage to provide services, or predominantly services, through an intermediary such as a personal service company or agency. The Council will decide the employment status prior to engagement using HM Revenue and Customs employment status tool, which can be found here -

<https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

If the Council decides the engagement is 'employment' Tax and Employees National Insurance will be deducted from the Service Providers invoice under PAYE.

The Authority believes that IR35 is not applicable to this requirement. However, if it becomes apparent that there needs to be a review of the employment status of this requirement, then the Service Providers shall co-operate with and assist the Authority in reaching a decision if IR35 is applicable, which shall rest with the Authority.

SECTION 3 - PAYMENT DETAILS

The Council's standard payment terms are 30 days from receipt / date of invoice or 10 days for Small Medium Enterprises (SME's)

No Invoices will be accepted from any Service Provider without an official written order from us and the order number in full being quoted on all invoices. All invoices must comply with statutory legislation from HMRC.

Electronic copies of invoices should be submitted:

- o monthly in arrears
- o in UK Pounds Sterling
- o accompanied by a full breakdown of charges relating to the services provided by the Service Provider, including by pupil if requested

All invoices for RCS should be sent to:

k.twigg@respectschools.co.uk

Alternatively invoicing arrangements will be made with an individual referrer where relevant.

Failure to do so may lead to a delay in payment

All payments will be made by BACS

Invoices must clearly show the value of commissioned places where applicable. Any additional places purchased must be supported by a clear breakdown of costs including dates and number of sessions.

APPENDIX ONE – PERSONAL DATA

Draft version – this will be finalised with the winning applicants as part of the contract initiation phase.



TD2205 Information
Processing Agreeeme

APPENDIX TWO – PLACEMENT ORDER FORMS

Forms may vary dependant on the requirements of each individual call off procedure and may be amended during the term of the DPS.



(A) Placement Order
Form v1.1 - TD2205.c



(B) Placement
Response form v1.1