

Early Education & Childcare

**Staffordshire Early Education Funding
Provider Agreement**

April 2024

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This Early Education and Childcare Provider Agreement April 2024 is between:

(1) Staffordshire County Council of 1 Staffordshire Place, Tipping Street, Stafford, ST16 2LP (the “Council”).

(2) Early Years Childcare Providers that provide childcare in the county of Staffordshire and are Ofsted registered /approved in England (“Providers”, “Provider”).

Overview

1. It is important that Providers who are eligible to receive funding understand their responsibilities under this Provider Agreement (referred to throughout as “the Agreement”). It is based on the current law and statutory guidance issued by the Department for Education (DfE).

2. This Agreement covers funded places for children aged from 9 months to 4 years (known as **Early Education Funding**) and additional aspects of funding. This agreement applies to:

- **Funding for 2 year olds** – known as Think2 in Staffordshire - for the most disadvantaged 2 years olds, for a maximum of 15 hours per week over 38 weeks or as 570 hours ‘stretched’ over the year but for less hours per week.
- **Universal entitlement - for all 3 and 4 year olds** who are entitled to 15 funded hours per week over 38 weeks or as 570 hours ‘stretched’ over the year but for less hours per week.
- **Working Parent Entitlements** – which includes:
 - **Extended 15 hours for 3 and 4 year olds** – an extended 15 hours on top of the universal 15 hour entitlement
 - **From April 2024, for 2 years olds** – 15 hours for eligible working parents.
 - **From September 2024, for children from 9 months** - 15 hours for eligible working parents.
 - **From September 2025, 30 hour entitlement, for children aged from 9 months to 2 years** – increased from 15 hours for eligible working parents.

3. This Agreement is applicable to the following Provider types and their Owners:

- 3.1 Day nurseries (including outdoor),
- 3.2 Pre-schools
- 3.3 Wraparound / Integrated Care,
- 3.4 Childminders and childminder agencies,
- 3.5 Out of School Care (on the EY register).

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

4. The Early Years Foundation Stage for both group-based provision and childminders sets the standards that all 'early years providers must meet to ensure that children learn and develop well and are kept healthy and safe. It promotes teaching and learning to ensure children's school readiness and gives children the right foundation for good future progress through school and life.¹

1: Definitions

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

“DAF” means Disability Access Fund. To support Providers to make reasonable adjustments for children claiming Disability Living Allowance and EEF:
www.staffordshire.gov.uk/daf

“Data Protection

Legislation” means the Data Protection 2018, the General Data Protection Regulations (EU 2016/679) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or re-enacted from time to time);

“Default” means any breach of the obligations (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of the Provider or Staff in connection with or in relation to the subject matter of this Agreement.

“EEAC Team” means Early Education and Childcare Team.

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

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

- “EEF Team”** means Early Education Funding Team (Finance).
- “EYFS”** means Early Years Foundation Stage for both group/school based provision and childminders: <https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2>
- “EYNFF”** means Early Years National Funding Formula;
<https://www.gov.uk/government/publications/early-years-funding-2024-to-2025>
- “EYPP”** means Early Years Pupil Premium; www.staffordshire.gov.uk/eypp
- “EY Portal”** means the system the Provider validates codes and submits EEF claims;
- “FOIA”** means the Freedom of Information Act 2000;
- “LAC”** means Looked After Children;
- “Parent”** means parents, lone parent, guardians, carers and “Parents” shall be construed accordingly;
- “Prevent”** Protecting Children from the threat of radicalisation and terrorism;
<https://www.gov.uk/government/publications/protecting-children-from-radicalisation-the-prevent-duty>
- “Relevant Legislation”** includes the following legislation:
Early Education and Childcare Statutory guidance for Local Authorities 2024.
Childcare Act 2006; Childcare Act 2016.
Equality Act 2010.
School admissions code 2021.
Early Years Foundation Stage: for childminders and group based 2024.
Early Years Entitlements: local authority funding operational guidance.

The Childcare (Early Years Provisions Free of Charge) (Extended - Entitlement) Regulations 2022; and
Special Educational Needs and Disability Code of Practice: 0-25 years 2015;

- “SSCB”** means Staffordshire Safeguarding Children’s Board: (policies <https://www.staffsscb.org.uk>);
- “SEND”** means Special Educational Needs and Disability;
- “SEND Code of Practice”** means the Special Education Needs and Disability code of practice: 0 to 25 years currently available at <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>
- ‘Staff’** means any staff, employees, agents, sub-contractors, volunteers and other persons working for the Provider including those either paid or unpaid.
- “Think2”** means funded places for 2 year olds in Staffordshire – <https://www.staffordshire.gov.uk/think2>
- “Universal Entitlement”** means all 3 and 4 olds are entitled to a maximum of 15 funded hours per week over 38 weeks or 570 hours per year as a ‘stretched’ offer;
- “Working Parent Entitlements”** means funding for working parents with children from 9 months to 4 years.
- “Working Together to Safeguard Children 2023”** means ‘ A guide to multi agency working to help, protect, and promote the welfare of children’ <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

***NOTE:** links on gov.uk are subject to change. Any revised documents that are no longer available in the above links could be reviewed at: www.gov.uk

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 A reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees:

1.2.2 Any reference to the words "include", "includes" or "including" or any words to a similar effect shall be construed as if they were immediately followed by the words "without limitation";

1.2.3 Any reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2: Term

2.1 The Agreement shall commence from 1st April 2024 and will be reviewed if there are changes in legislation. The agreement may be amended by Addendum such as for procedural matters. The Council will advise Providers when an Addendum is required.

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

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

2.4 If the Provider is an existing provider currently offering EEF, the Provider must complete, sign and return this entire Agreement. Should the Provider fail to return a signed Agreement, this could be interpreted that the Provider no longer supplies EEF to families, and funding could be withdrawn.

2.5 If the Provider is a new registration or registering for EEF, **the Provider must complete and sign pages 37 to 40 and return the entire Agreement** with the other required documentation. Guidance and forms to apply for EEF can be found at: www.staffordshire.gov.uk/eefapp

3: Staffordshire County Council responsibilities and Agreement requirements.

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

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

3.2 The Council will work in partnership with Providers, stakeholders and professionals to deliver early education funded entitlements.

3.3 The Council will be clear about their role and the support on offer to meet the needs of children with special educational needs and/ or disabilities (SEND) as well their expectations on Providers.

3.4 The Council shall contribute to the safeguarding and the welfare of children and young people in its area.

4: Provider Responsibilities

4.1 The Provider must comply with all relevant legislation and insurance requirements as outlined in the EYFS. The Provider must also contribute to the safeguarding and the welfare of children attending their provision as set out in Section 3 of the EYFS. The Provider should also refer to the government's "Working Together to Safeguard Children" document as outlined in Definitions: 1.1 of this Agreement.

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

4.3 The Provider shall be clear and communicate to all Parents details about the days and times that funded places are offered along with non-funded or consumable services and applicable charges.

4.4 The Provider will discuss and work closely with Parents to agree how a child's overall care will work in practice when the EEF place is split across different Providers, this is to ensure a smooth transition for the child.

4.5 Providers with children accessing EEF will be expected to work in partnership with key partners, services and any other appropriate professionals relevant for the benefit of the child and family and that Parents are aware of the benefits of having regular attendance. Information should be shared where appropriate and in accordance with the Data Protection Legislation.

4.6 Providers with Looked after Children (LAC) are required to ensure a Personal Education Plan (PEP) is in place by working in partnership with social workers, carers and Children's Health and Wellbeing Service. Information should be shared with the Virtual Headteacher as requested.

4.7 Providers will complete a 'Progress Check Age at Age Two' for children in their care and provide Parents with a short-written summary of their child's development in the prime areas. This should be in line with the requirements detailed in Section 2 of the EYFS Statutory Framework.

Information can be found at: www.staffordshire.gov.uk/integratedreviews

5: Age and Eligibility Considerations

5.1 It is the responsibility of the Provider to check original copies of relevant documentation to confirm a child has reached the eligible age for a funded placement or is confirmed eligible for Think2.

Providers are also responsible to ensure they are clear about when the Working Parent Entitlement eligibility codes are valid for and when they could expire. See section for Working Parent Entitlements.

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

5.3 Families can claim EEF up to and including the term a child turns five years old if the child attends a Provider as outlined in item 3 of the Overview. This includes any children accessing a reception class of an independent school. However, children who have been admitted to a reception class of a local authority maintained primary school or academy/ free school are not entitled to any funded hours as local authorities can meet their duty to secure early education through reception class provision.

6: Think2

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

Eligibility for Think2

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

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

Applications

6.3 Can be submitted by parents:

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

6.3.2 With consent, Professionals can support eligible families to apply for Think2 via an assisted application through the link in 6.3.1. Providers can also make an assisted application via their EY Portal account.

6.3.3 Parents who could be eligible through the non-economic criteria as outlined via the link in 6.3.1, must provide evidence so eligibility can be checked. Evidence can be uploaded via the online application process or by contacting the EEAC Team

Verification and accessing provision.

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

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

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

6.4.3 It is the Provider's responsibility to confirm a child's date of birth and proof of address and notify the EEAC team immediately of any anomalies.

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

7: Universal Hours – 3 and 4 year olds

7.1 All 3 and 4 year olds, including children who move to England from another country, become eligible for the universal 15 hours of EEF across 38 weeks per year (or as 570 hours stretched over more than 38 weeks of the year but for fewer hours per week) from the term after the child's third birthday, regardless of their financial circumstances:

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

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

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

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

8.1 Families could be eligible for Working Parent Entitlements if both of the following conditions are satisfied:

- The child has attained the relevant age; and,
- The child's parent has a valid eligibility code from Childcare Choices.
 - **Foster carers** will make their application to the EEAC Team and not Childcare Choices, see from clause 8.14.

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

8.3: **3 and 4 year olds** who are in receipt of the Universal Hours could receive an additional 15 hours of EEF if the family meets the working eligibility criteria as confirmed by Childcare Choices.

8.4 The Department for Education is rolling out its expansion of Working Parent Entitlements from the effective date as outlined in clauses 8.5 to 8.7, if the conditions are met in clause 8.1 and 8.2.

8.5 **Starting from April 2024, some 2 year olds** could be eligible for 15 hours per week (or 570 hours stretched across the year but for fewer hours per week) from the term after turning 2 years old, as follows:

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

8.6 **Starting from September 2024, 9 month olds** could be eligible for 15 hours per week (or 570 hours stretched across the year but for fewer hours per week) from the term after turning 9 months old, as follows:

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

8.7 **Starting from September 2025**, the Working Parent Entitlements for children aged **from 9 months to 2 years** will be extended to 30 hours per week (or 1140 hours stretched across the year but for fewer hours per week), for eligible families.

8.8 Providers **must** verify the eligibility code with the Council (via the EY Portal) before confirming to the Parent that funded hours can be accessed at the provision. The Council will confirm the validity of eligibility codes through the Eligibility Checking Service to allow the Provider to offer a funded place for working families.

8.9 A child is only entitled to start the Working Parent Entitlement **from the term after** the Parent(s) have met the eligibility criteria and received a valid eligibility code for an age eligible child. This is also applicable when parents have been accessing the Working Parent Entitlements but fell out of eligibility and have had to re-apply to Childcare Choices.

8.10. Parents who need assistance to apply, have issues with their Gateway Account, eligibility or code should contact the HMRC Customer Interaction Centre on 0300 123 4097.

8.11 The Provider must ensure the Parent completes a Parent Declaration Form and Privacy Notice.

8.12 Parents will be prompted by HMRC every three months to reconfirm their eligibility.

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

Fostered Children

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

- That the local authority is satisfied that the foster parent engaging in paid work other than as a foster parent is consistent with the child's care plan, placing the child at the centre of the process and decision making, and
- In a two foster parent family, when both partners are foster carers, both must have additional paid employment or is self-employed, outside their role as foster carer.
- In a single foster Parent family, the foster parent has additional paid employment or is self-employed, outside of their role as a foster carer.

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

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

Birth Certificates:

8.16 As foster parents are unlikely to have the child's birth certificate, Providers will therefore not need to request proof of the fostered child's date of birth. This is because fostered children with '400 codes' will have had the date of birth already checked by the responsible local authority at the application stage for the Working Parent Entitlements.

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

Grace periods – Working Parent Entitlements.

8.17 A child will enter the grace period when the child's Parent(s) cease to meet the eligibility criteria for the Working Parent Entitlements as determined by Childcare Choices and set out in the Early Education & Childcare Funding Statutory Guidance 2024.

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

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

Date Parent receives ineligible decision	Council's audit date (batch check)	Grace period end date
1 January – 10 February	11th February	31st March
11 February – 31 March	1st April	31st August
1 April – 26 May	27th May	31st August
27 May – 31 August	1st September	31st December
1 September – 21 October	22nd October	31st December
22 October – 31 December	1st January	31st March

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

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

These scenarios are also applicable when a Provider submits a claim for a child who was eligible at the time, but the child entered the grace period later and before starting their EEF hours.

8.21 In exceptional circumstances, The Council has the discretion to extend the “grace period” set out in clause 8.19 for a short time, i.e. if a Parent has been forced to leave their home and paid employment due to being a victim of domestic abuse or other emergency situations, or the child moves from the Provider as they are rated Inadequate, closes or Parent is fleeing other crime. Providers should advise the EEF Finance team in such cases.

8.22 Parents of 3 and 4 year olds who fall out of eligibility for the Working Parent Entitlements, can continue to access the Universal Entitlement of 15 Hours.

8.23 Parents of children aged 9 months to 2 years who fall out of eligibility of the Working Parent Entitlements will have to pay for childcare if the child continues to attend the Provider. Some 2 year olds could be eligible for Think2 and Parents should be encouraged to apply at: www.staffordshire.gov.uk/think2 whilst Parents of children under 2 years old should be signposted to Childcare Choices to review if they could be eligible for any other support with childcare costs. .

9: EYPP

9.1 Additional funding is available to support early education for eligible children aged 9 months to 4 year olds for up 570 hours a year. This is accessible for children aged 9 months to 2 years upon the roll out of the first 15 hours of the Working Parent Entitlements and for 3 and 4 year olds on the Universal Hours. The criteria and process can be found at: www.staffordshire.gov.uk/eypp

9.2 Eligible children do not need to be accessing all 15 hours to attract EYPP.

9.3 Providers can apply for EYPP for eligible children through the normal headcount task process via the online EY Portal. For non-economic claims manual applications can be made and submitted-

at any time. Funding for eligible children will be aligned to the child's eligible funding start date within the relevant term.

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

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

9.6 The Local Authority's Virtual School Head will have control over the EYPP budget for LAC and may contact Providers with regards to utilisation of spend.

9.7 Once a Provider starts receiving EYPP funding in respect of a particular child, they will not lose it while the child is taking up or remains eligible for the Working Parent Entitlements. Parents who fall out of eligibility for the Working Parent Entitlements will no longer be eligible for EYPP.

9.8 EYPP funding will follow the child in accordance with EEF as outlined in clause 17.7.

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

9.10 EYPP can be claimed by Providers rated by Ofsted as 'Outstanding', 'Good', 'Requires Improvement', 'Met' and yet to be inspected, and for childminders under a Childminder Agency rated Effective. 'Inadequate' and 'Not Met' rated Providers may have EYPP withdrawn as soon as is practicable in accordance with clauses 14.7, 14.10 and 14.13 to 14.20.

9.11 Providers in Staffordshire can claim EYPP for any eligible children attending their provision regardless of where the child/ family resides. This also includes any Looked After Children.

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

10: Disability Access Fund

10.1 DAF can be used to support Providers in making reasonable adjustments to their setting for children accessing EEF and who claim Disability Living Allowance.

DAF is available to support access for eligible children aged 9 months to 4 years old for up to 570 hours a year. This is accessible for children aged 9 months to 2 years upon the roll out of the first 15 hours of the Working Parent Entitlements (see Overview), and for 3 and 4 year olds this will be for the Universal Hours. The criteria and process can be found at: www.staffordshire.gov.uk/daf

10.2 Children may be identified for potential DAF eligibility when completing the Parent Declaration and Privacy Notice.

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

10.4 Providers will claim for DAF via the EY Portal, where the reason for the spend must be noted and proof of eligibility will be supplied in the form of a copy of the child's DLA letter. The Council will confirm to the Provider the outcome of applications.

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

10.6 Providers have three months in which to spend DAF from the date an application was confirmed as eligible by the Council. The Council will randomly audit a selection of Providers to verify the proper use of DAF. This will mostly occur via a desktop process.

10.7 DAF must not be used as a top up to the baseline funding rates.

10.8 Subject to The Schools and Early Years Finance (England Regulations 2023): Regulations 14 and 25, DAF cannot be claimed by Special Schools.

11: Flexibility for EEF

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

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

11.3 If the Provider is open for less than 38 weeks of the year (i.e. independent school-based provision), the Provider shall make Parents aware that they can take up the rest of their entitlement with another Provider.

11.4 Parents have the discretion to split funded hours between multiple Providers regardless of ownership type, though no more than across two sites in the same day. This includes being able to split EEF between a local authority school / academy school provision with any other Provider / ownership type as outlined in clause 3 of the Overview. Providers must ensure Parents whose 3 or 4 year old is accessing a 30 hour place between multiple Providers have identified the provision that will claim for the Universal Entitlement should the family fall out of eligibility for the Working Parent Entitlement (extended 15 hours). It is the Parent who has discretion who the nominated Provider(s) is, and it should be recorded in the relevant section of the Parent Declaration and Privacy Notice.

11.5 Where possible, Providers shall offer flexible packages of EEF subject to the following parameters on flexibility:

- no session must be longer than 10 hours.
- no session must start before 6.00am or finish after 8.00pm
- no minimum session length
- Parents can access a maximum of two sites on the same day.
- The minimum number of days the full weekly entitlement can be taken is across two days for children eligible for 15 hours, or 3 days for children eligible for 30 hours.

EEF can be offered:

- up to 52 weeks of the year known as 'stretched', this is less funded hours per week but supplied across more weeks of the year. An example of a stretched offer (instead of 30 hours over 38 weeks) could be: 23hrs, 45mins per week over 48 weeks.
- outside school term times/ dates, even if offering EEF over 38 weeks only.
- any day of the week including at weekends

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

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

11.8 Providers are encouraged where possible, that EEF should be offered in continuous blocks and to avoid artificial breaks during the day where parents might be asked to pay for the period of care, for example over the lunch time period.

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

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

11.11 The Council will undertake sufficiency audits with Providers twice a year in autumn and summer terms, via an online survey. This will support sufficiency and inform Parents of the availability of childcare in the area as required as per the Childcare Act 2006 (Provision of Information to Parents) (England) Regulations 2007. The Council supply free advertising for Providers on the local authority website: www.staffordshireconnects.info and other licensed channels. Providers are advised to update their information such as vacancies, opening hours, costs at least once per term. Providers can update their information by registering for a free and secure online account via the Staffordshire Connects website: <https://www.staffordshireconnects.info/kb5/staffordshire/directory/register.page>

12: SEND

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

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

12.3 Providers must be aware of their duties in relation to the SEND Code of Practice 2015 and Equality Act 2010. Local authorities and other listed public authorities (which include local authority -maintained schools and academies) must comply with the public sector equality duty (found in the Equality Act 2010-section 149) which sets out the 3 “equality needs” that they must have due regard to when making decisions:

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

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

12.4 Providers shall be clear and transparent about the SEND support on offer at their provision and make information available about their offer to support Parents in choosing the right provision for their child.

12.5 The Council’s SEND Local Offer and policies/ procedures can be reviewed at:www.staffordshireconnects.info/kb5/staffordshire/directory/localoffer.page?localofferchannel=0

12.6 Providers will also find details of additional funding along with supporting policy/ guidance for the SEND Inclusion Fund. Direct link is as follows:

<https://www.staffordshireconnects.info/kb5/staffordshire/directory/advice.page?id=UVHUYI6-aC0>

13: EY SENIS & Inclusion Fund

13.1 To support settings to meet the requirements of The SEND Code of Practice 2015 the Council provide an Early Years Area Senco service as part of the SEND Local Offer to facilitate providers to support children in their settings presenting with additional needs. Information can be found at:

www.staffordshire.gov.uk/eysenis

13.2 Providers are required to follow the graduated approach outlined by the Council to access funding (SENIF) to support children presenting with additional needs.

13.3 Providers can access The Send Inclusion Fund for Under two's once the new entitlements are released for Under Two's in September 2024. More information can be found at:

<https://www.staffordshireconnects.info/kb5/staffordshire/directory/advice.page?id=DIKPJS9vcCM>

Social mobility and disadvantage

13.4 The Provider shall ensure that it has identified disadvantaged children in their provision as part of the process for checking Think2 and EYPP eligibility. The Provider will also use EYPP and other funding streams to provide effective support and improve outcomes for this group of children.

14: Quality

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

14.2 Ofsted is the sole arbiter of quality for all registered Providers and Agencies.

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

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

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

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

The Council has the discretion to continue funding a Provider for any eligible Think2 children still in attendance if sufficiency data shows there are not enough 2 year places in the area.

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

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

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

14.10 In the event the Council continues funding some EEF children as outlined in clause 14.4, 14.6 and 14.8, Providers rated Requires Improvement, 'Inadequate' or 'Not Met' will not be authorised to claim for any new and EEF eligible children for whom a claim was not submitted for funding prior to Ofsted publishing the inspection report. The Provider is responsible for ensuring that Parents are informed of the outcome of the inspection report and implications regarding EEF places. On occasions the Council may deem it appropriate to directly inform Parents of the removal of EEF and the reasons why.

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

14.12 If the Provider has consecutive 'Inadequate' or 'Not Met' ratings (or any variation of the two ratings) from Ofsted or Childminder Agency, the Provider will have funding terminated from the date the inspection report is published. The Council may also suspend funding for an 'Inadequate' or 'Not Met' Provider if they fail to engage with the Early Years Quality Support Consultant.

14.13 When Ofsted publish consecutive inspection judgements of 'Ineffective' for a Childminder Agency, the Council may seek to remove EEF from any Staffordshire based childminders.

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

14.14 If a Provider is suspended by Ofsted the Provider will have EEF terminated from the date of suspension. Funding will be reinstated from the date the suspension is lifted. Immediate termination or suspension of EEF could occur when concerns are raised relating to child protection and safeguarding at the Provider where the Local Area Designated Officer (LADO) or Police raise concerns about the safeguarding and welfare of children attending the provision.

14.15 The Council will accept evidence such as an Ofsted inspection report which confirms the Provider is no longer rated as 'Requires Improvement' or 'Inadequate' or 'Not Met' or no longer has consecutive ratings that are less than 'Good'. Funding will be reinstated from the date of the Ofsted inspection. If a new Agreement has been released during the period of EEF removal, the Provider will need to agree to the new conditions by completing, signing and returning the new Agreement for EEF to be reinstated.

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

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

14.18 If a Provider or Childminder Agency is under investigation by Ofsted or the Council's LADO service, Police, or any Council other than Staffordshire due to concerns that include the safeguarding and welfare of children due to extremism (Providers should refer to the government's "Prevent" Duty-

documentation as advised in clause Definition 1.1), the Council has the discretion to suspend funding to safeguard children during this time. A decision will be made by the EEF Review Group if funding will be reinstated based on the evidence and outcome of such an investigation.

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

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

14.20 The Council will work with services such as the Virtual School, to determine if a vulnerable or Looked After Child claiming EEF should be removed from a Provider who has an 'Inadequate' or 'Not Met' Ofsted rating or attending a childminder registered with a Childminder Agency who is rated 'Ineffective' or the agency assessment determines a childminder is not at the level of quality required.

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

14.22 The Council may seek to remove funding from a Provider run by the Governing Body of a Local Authority Maintained School who does not meet the quality required for EEF by gaining consent from the Secretary of State. Decisions to remove funding for all other ownership types such as private/ limited company, voluntary, committee/ charity led, academy/ free school, childminder/ childminder agency or independent provision, is discharged to the Council as per the Statutory Guidance.

15: Financial Accountability / Business Planning

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

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

This is due to safeguarding and audit purposes. Providers must not submit claims for children under a site / ID that children do not attend for EEF.

15.3 Providers applying to offer EEF places must choose their method of payment from the two options outlined in the Payment Model Options:

- Option 1 – Lump sum model, 75-25% payments made 6 times per year/ twice a term.
- Option 2 – Monthly model, twelve monthly payments across the year.

Providers will not be able to change their options until the end of the academic year for implementation for the new academic year (from September).

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

15.5 Providers must allow for representatives of the Council that could include the EEF Team and / or EEACs Compliance Officer, to visit the premises at reasonable times and make available records upon request as part of a EEF fiscal and compliance audit. This will ensure that the Provider is using public funds such as EEF and DAF in an appropriate and lawful manner, and in accordance with the terms of this Agreement and the DfE Statutory Guidance. Reasons for a site visit could be based on a random selection or due to evidence based anomalies as shown from desktops audits or trends in parental enquiries/ complaints. The Council will give prior notice for audit visits.

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

15.7 Over claimed monies for EEF places as outlined in clauses 15.5, 15.6, 15.8, 15.14, 15.21, 15.7, 15.8, 15.11, 15.12, 15.14, 15.15, 17.1, 17.12, and 17.15 will be reclaimed by the Council.

15.8 Where there is evidence a Provider has submitted fraudulent EEF claims and received any payment, the Provider will have their Agreement terminated and the Provider will be removed from offering EEF and will be reported to the appropriate authorities where there is evidence to support doing so.

15.9 The Provider is required to maintain a specific bank account for their provision, and funding will only be paid into this account. This account must be of dual-signatory, except where the Provider is a sole trader, for example a childminder or limited company.

15.10 Providers must securely retain records regarding children for whom EEF was claimed. Retentions periods would be determined by the ICO and Data Protection Legislation, see clause 19.

15.11 The Provider is solely responsible for submitting accurate details of children and claims on time as requested by the EEF Team. Failure to do so could result in payments to the Provider being delayed. Providers can only submit claims for children who are already age eligible or will be age eligible as per the published headcount tasks schedule.

15.12 The annual Early Years Census must be completed in full by the Provider at the time requested by the Council. The parameters of the Census are determined by the Department for Education. Advanced notice will be given to Providers; failure to complete and return the Census in full and within the timeframe stated by the Council could result in funding to the Provider being withheld until the Census is completed in full and returned to the Council.

15.13 The EYNFF determines the baseline and deprivation rates that the Council uses to fund Providers for EEF. New Providers are informed of such rates upon registration to supply EEF. Providers are also notified of rates prior to the start of the financial year and can be reviewed in the FAQ found at: www.staffordshire.gov.uk/eefsupport. Further information of the EYNFF is found in the DfE's Early Years Entitlements: local authority funding operational guidance.

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

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

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

15.16 Providers have discretion over how many weeks they offer stretched funding across the year i.e. this can be over 48, or 49, or 50 weeks and so on. Providers must be aware that stretched claims can only be input into the EY Portal as 48 weeks. Payments for a stretched offer will also be paid at 48 weeks over the year.

15.17 Providers must inform Parents how many hours per week they will receive EEF.

15.18 The Council will set out a timetable for every term, so Providers are aware in advance of key dates, namely when headcount task /claims need to be submitted and when payments are scheduled. This will include the number of weeks Providers will be paid in each term and it will be accessible on the Council webpage: www.staffordshire.gov.uk/eefsupport

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

15.20 The Provider will maintain accurate financial and non-financial records relating to EEF places and will give the Council access on reasonable notice to all financial and non-financial records relating to EEF places funded under this Agreement.

15.21 The Provider must inform the EEF Team immediately if they decide to close or there is a change of ownership, so payments can cease or be amended on the appropriate date. Any over payments made by the Council due to the provision closing or ownership changes, will be re-claimed by the Council. Non-returned over payments will be passed to debt recovery or agency (for which the Provider could incur additional charges). For Providers who do not comply with the recovery process for overclaimed EEF could see monies being reclaimed by the Council through adjusting claims at another provision in Staffordshire which is owned by the same company, sole trader or organisation.

16: Charging

16.1 EEF must be delivered from the outset of children becoming eligible and accessing EEF hours. Monies paid to the Provider for EEF cannot be held back to then reimburse (credit) Parents at a later date.

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

16.3 The Provider can charge for hours that the child attends for but which the provision does not supply as EEF. The Provider can also charge for consumables such as but not limited to nappies, food or drink, or extras that could include trips, activities, or other services. Any charges must be made clear to Parents from the outset of an EEF place.

16.4 If consumables may not be affordable to low-income households or disadvantaged families (i.e. Think2), the Provider should consider lower cost options to ensure the family is treated in an equitable manner. Providers are responsible for setting their own policy on providing parents with options for alternatives to additional charges, including allowing parents to supply their own nappies, or waiving or reducing the cost of meals and snacks. Providers should be mindful of the impact of non specified 'contribution' charges that could be a barrier for low income families to access EEF, i.e. particularly for Think2 children. Providers should refer to clauses 16.5 and 16.8.

16.5 It **must not** be a condition that Parents have to access and therefore purchase additional hours, food, nappies, trips and food/drinks or other consumables or services to gain access to an EEF place for their child. Parents have the right to access EEF hours only, depending on the availability of the Provider. Parents must accept that a Provider determines the hours and days they offer EEF.

16.6 EEF is only intended to deliver the hours a child attends for early education. It is not intended to cover cost of meals, consumables, additional services and activities or additional hours that a Provider does not offer as funded. A Provider can charge for these services but should make consideration to clause 16.4.

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

16.8 Providers cannot charge “Top Up” fees or require Parents to pay a registration or administration fee as a condition of taking up their child’s EEF place. A “Top Up” is the difference between the Providers hourly rate and what the Council pay the provider for EEF.

16.9 Childminders can charge for picking up and dropping off services and if they offer an on-call service to Parents.

16.10 Additional hours purchased by Parents and any other charges for services taken should be in line with what Providers advised Parents before the commencement of their child’s EEF placement. Providers must also inform Parents if fees and childcare costs at the provision change throughout the year.

16.11 Parent invoices; Providers must itemise the total number of EEF hours supplied to the child and the total monetary value of EEF for the invoice period when Parents have purchased additional elements. The Parent invoice should also include (if taken) a form of itemisation of charges for additional hours, food, nappies, trips or any other consumable or service that the child has accessed and that the provision charges for. This is so the Parent can clearly identify that the EEF hours have been applied as agreed and claimed for by the Provider, and so the Council can easily distinguish what a Parent has received against the EEF hours claimed in any Provider/ Parent dispute or audit.

16.12 The Provider will deliver EEF consistently to all Parents, including disadvantaged families, regardless of whether they opt to pay for additional hours, optional services or consumables. This means the quality, flexibility and security of a place for each child placement offered by the Provider will be consistent for all Parents.

16.13 The Provider can only claim for the EEF hours that have been agreed with Parents that the child will be in attendance for. The Provider should refer to clauses 17.8 and 17.9 in relation to actions and responsibilities if child attendance consistently falls below what has been claimed for.

17: Compliance and Absence

17.1 Parents are under no obligation to access all the EEF hours their child is eligible for. Providers can only claim for what the Parent requires/ child attends. In cases where the child is not accessing their full entitlement, Providers cannot claim for extra EEF hours that the child is not accessing to cover charged for elements i.e. consumables, deposits, hours not offered as EEF.

17.2 Funding that Parents are eligible for must also not exceed the maximum number of hours allowed in a day, in a week or in a year, as outlined in item 2 of the Overview and clause 11.5.

17.3 The Provider has the responsibility to ensure all their relevant Staff who handle admissions and financial elements at the provision are aware of the conditions of this Agreement and of the EEF package the provision offers to Parents.

17.4 The Provider **must** publish their offer of EEF places in advance of children taking up a placement. This includes how an EEF place can be taken, term time only or 'stretched' and the hours of the day that are classed as funded. Parents **must** clearly see that they are receiving the child's entitlement for the equivalent claimed for EEF hours.

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

17.6 In a split place arrangement, where a dispute cannot be resolved between Providers and Parent as to which Provider claims a funded place, the Council may split funded hours equally amongst the Providers involved so long as the child has been in attendance for the number of hours to be shared equally.

17.7 For children who leave during the term; the funding will follow the child to the new provision (if applicable). If a child has left the Provider, it is the responsibility of that Provider to inform the Council's EEF Team via the relevant amendment task for the related term the child left or reduced hours. The Council will reclaim any overclaimed funding that a Provider did not declare was associated to a child that had left or had reduced the hours of attendance. Providers can also adjust their claim if a child's attendance had increased compared to the original claim, this would be applied to the relevant term's amendment task.

17.8 Providers must maintain an up-to-date record of attendance for all children for whom they provide EEF places and make it available to the Council when required along with other relevant monitoring information. The Council shall ensure that Providers are not penalised by withdrawing funding for short term absence and the Council will pay for a maximum of twenty (20) days absence-

(whether over consecutive or sporadic days) within a single *term time period for which the child would normally have attended for EEF hours.

For any amount of absence that exceeds the aforementioned twenty-day period, the Provider must adjust the claim in the related amendment task for the term.

However, the Council shall use its discretion and review cases when there is fair reason for absence. The review will determine if funding should be applied for a longer period than the first twenty days of a child's absence in a single term. Reasons for which the Council will review extended periods of absence can be found in the Attendance Policy at: www.staffordshire.gov.uk/apolicy

Requests to review absence beyond the first twenty days in a single term, should be submitted to: eefportal@staffordshire.gov.uk outlining the reasons for a child's absence.

*Term Time period parameters:

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

17.9 There could be occasions when a child attends their EEF hours but for consistently less than as arranged and claimed for by the Provider, therefore absence does not meet the full day parameter as noted in clause 17.8. The Council can review such cases and consider reclaiming monies if the overall absence for EEF hours is thirty percent (30%) or more within the same term. Providers have responsibility to encourage families to attend for the funded hours they have been claimed for and the benefits for children with good attendance. Where absence is due to consistently late drops off/ early collections or Parents consistently not making sessions without reasonable explanation, the Provider should discuss if the package on offer is suitable for Parents.

If a Provider is concerned about the child's welfare as being the reason for absence, advice and guidance is available in the Attendance Policy as noted in clause: 17.8.

17.10 Providers cannot lay claim to EEF for absence as noted in clause 17.8 and where a child has not started their EEF place as initially arranged. As per clause 17.12 that EEF will follow the child to the new Provider, where it is applicable.

17.11 The burden will be on Parents to supply proof of a valid reason of absence to their Provider, who in turn (with parental consent) can share this with the Council for review. Where the Council do reclaim EEF monies, the Provider is fully entitled to charge/ invoice Parents in such circumstances. Providers are advised to make this clear in their own contract with Parents.

17.12 The Council will not fund the Provider when Parents breach any notice period stipulated in the Provider's own contract with Parents, this is because funding will always follow the child. Breaches of contract is a private matter between the Provider and Parent to resolve.

17.13 On days where the Provider is unable to operate or is closed for example but not limited to: due to training, bank holidays, sickness or adverse weather conditions, the Council recommends that the Provider offers an alternative to the EEF hours the child has lost out on that day. However, if it is not practicable for a Provider to do this, the EEF hours must be used and accounted for on the day of closure in the same manner as if the Provider had been open and children attended.

17.14 On days where a child is absent, for example but not limited to: due to sickness, holiday or adverse weather conditions; it is at the discretion of the Provider whether to offer the EEF hours at an alternative time. However, where this is not practicable the Provider must use the EEF hours as if the child was in attendance as normal. Providers should refer to clauses 17.8 and 17.9 for monitoring absence.

17.15 The definitions of childcare and early years provision, under sections 18 and 20 of the Childcare Act 2006, specifically excludes care provided for a child by a parent, step-parent, foster parent (or other relative) or by a person who fosters the child privately or has parental responsibility for the child. This means early years provision supplied by a childminder (either independently registered with Ofsted or registered with a childminder agency) for a related child does not count as childcare in legal terms. EEF cannot be claimed by, or spent on, childminders providing childcare for their own child or a related child, even if they are claiming for other children. The Council may seek to re-claim all monies paid where it is determined a childminder has claimed EEF for a relative as specified in this clause.

18: Dispute Resolution and Termination

18.1 If any dispute arises between the parties out of, or in connection with this Agreement, either party may at any time serve a notice in writing on the other party that a dispute has arisen. The notice must include reasonable information as to the nature of the dispute. Disputes against the Council can be submitted in writing to the address in clause 21.4 and 21.5.

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

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

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

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

18.3.1 The Council may terminate this Agreement for any reason with immediate effect. Reasons for immediate termination could be related to clauses 14.12, 14.14, 14.18, and 14.19. A longer period can also be agreed between both parties for reasons that are outside of the clauses.

18.3.2 The Provider may terminate this Agreement for any reason. This could be due to sudden closure or the Provider no longer wishing to offer EEF. Any overclaimed monies will be recouped by the Council as per clauses outlined in clauses 15.7, 15.8, 15.14 and 15.21.

18.3.3 Where the Council has not been able to resolve a dispute between Parent and Providers in relation to the take up of EEF or a charges dispute, or between two Providers disputing the number of hours claimed in a split arrangement, the Council has the discretion to refer the case to the Department for Education with the consent of the Parent.

19: Data Protection Legislation

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

19.2 The Provider shall (and shall procure that its Staff) comply with any notification requirements under the Data Protection Legislation and shall duly observe its obligations under the Data Protection Legislation which arise in connection with this Agreement.

19.3 The Provider will maintain formal procedures/ systems for the keeping of accurate records that fully comply with any statutory obligations. The Information Commissioners Office (ICO) can advise on data storage.

19.4 Providers must ensure that Parents accessing EEF must complete the relevant section and sign the Parent Declaration and Privacy Notice before submitting a claim for a child. The Council has the discretion to refuse funding a child without the relevant consent being obtained by the Provider. The form can be downloaded at: www.staffordshire.gov.uk/parentdeclaration

20: General

20.1 No failure or delay by either party to exercise and right or remedy under this Agreement shall be construed as a waiver of any right or remedy.

20.2 Save where otherwise expressly stated herein, any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.3 This Agreement constitutes the understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.

20.4 Each of the parties warrants to one another that they each have full power and authority to enter into this Agreement and carry out their obligations.

20.5 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and interpreted in accordance with the exclusive law of England and Wales.

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

20.7 If there are adjustments to any clause, but the changes are so minimal or procedural, the Council may decide not to release a new version of the Agreement. Instead, Providers will be updated in writing via an Addendum, this process will not only save on costs but also administration for both Provider and Council.

21: Complaints and Appeals

21.1 If the Provider believes that the requirements of the law, the Statutory Guidance or this Provider Agreement are not being met they can in the first instance complain in writing to:

The Early Years Lead at: eeac@staffordshire.gov.uk

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

21.3 Where a Parent is not satisfied that their child has received EEF properly and has not been able to resolve a dispute with the Provider, the Parent can feedback in writing to the EEAC email set out in clause 21.1.

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

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

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

Appeal Process

21.6 Providers may be denied approval to offer EEF or have their funding withdrawn for a number of reasons that include quality of care provided, or other factors related to the ability of the Provider to adhere to the framework set out in this Agreement and other relevant documents.

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

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

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

21.9 If a Provider is not satisfied with the appeal process, Providers should refer to clause 21.4.

22: Useful Contacts

Early Education and Childcare Team: Tel: 01785 278201 / Email: eeac@staffordshire.gov.uk

Provider enquiries regarding guidelines outlined in the Agreement, Think2 and EYPP eligibility and working parent entitlements.

The EEF Finance Team: Tel: 01785 854009 / Email: eefportal@staffordshire.gov.uk

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

Early Years Quality Support and Sufficiency Team: Email: eyqsst@staffordshire.gov.uk

Contact your district Early Years Quality Support and Sufficiency Consultant for early years advice.

23: Provider Declaration

Complete the following pages and return the entire Agreement

Provider Agreement 2024 - Delivering Early Education Funding (EEF)

Please complete this section in BLOCK CAPITALS and in BLACK INK

Provider Name: (childminders must add their name)	
Provider address (include postcode) -where children attend:	
Name of person in charge and position: e.g. manager/ owner	
Person responsible for submitting EEF claims and job role	

Telephone Number:			
Email address:			
Funding Start Date - (*only to be completed by providers making an application to offer EEF)			
Provider sector (please tick one only)	Privately Owned	<input type="checkbox"/>	
	Voluntary/ Committee run	<input type="checkbox"/>	
	Childminder / Agency	<input type="checkbox"/>	
	Governor Run – LA Maintained School	<input type="checkbox"/>	
	Academy / Free School	<input type="checkbox"/>	
	Independent School	<input type="checkbox"/>	
Provider Type (e.g. Nursery)			
Ofsted Registration Number Not applicable if exempt.			
Correspondence Details / Address: (If different from provider address)			
Telephone number:			
Email			
Please specify the opening hours of the provision.	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		
	Saturday		
	Sunday		
	38 weeks		38 & 48 weeks

Number of weeks EEF offered (tick option or specify number of weeks in "Other")	48 weeks		Other (please specify)	
Places offered and available for <u>Under 2s</u>				
Maximum number of <u>Under 2</u> year places provider offers:				
Current vacancies available for <u>Under 2-year-olds</u>:				
Places offered and available for Two Year Olds				
Maximum number of 2-year-old places provider offers:				
Current vacancies available for 2-year-olds:				
Places offered and available for Three- and Four-Year Olds				
Maximum number of 3- & 4-year places provider offers:				
Current vacancies available for 3- & 4-year olds:				
Will the provision offer 30 hour places?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Complete and sign this page and return with the entire Agreement

The person legally responsible for your establishment must sign the following declaration:

- I certify that this provision conforms to all the conditions of eligibility for registration for 2024 and that this Provider will ensure all elements are met.
- I have read carefully the various documents referred to in this Agreement.
- I agree to the terms and conditions in the Provider Agreement 2024.
- Understand that, as a Provider if we fail to meet the conditions set in this Agreement, the Council may terminate funding and / or require repayment of funding the Provider has been paid in respect to the provision of Early Education Funded places.

Provider Name :.....
Responsible Person :.....
Position: :.....
Signature: :.....
Date: :.....

Early Education and Childcare Team
Staffordshire County Council, Staffordshire Place 1,
Tipping Street, Stafford,
ST16 2LP

Staffordshire County Council; Office use only:

Application/ Agreement approved

Application/ Agreement rejected

(indicate reason)

.....
.....

Signature of EEAC Representative:

Date:

