



**STOCKPORT**  
METROPOLITAN BOROUGH COUNCIL



Department  
for Education

# **Stockport Provider Agreement for the funding of:**

**Early years provision free of charge and  
free childcare for 2, 3 and 4 year olds**

**Valid from September 2017**

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## Section 1: Overview

- 1.1. This Stockport Provider Agreement is based on a model from the Department for Education and refers to early year's provision free of charge (sections 7 and 7A of the Childcare Act 2006) and free childcare (section 2 of the Childcare Act 2016) as the 'free entitlement(s)' or 'free hours' or a 'free place'.
- 1.2. Whilst the statutory duty remains with the Local Authority this Stockport Provider Agreement details the requirements and expectations that early years providers must meet in order to be eligible to deliver free entitlements for 2,3 and 4 year olds and draw down the subsequent funding.
- 1.3. Although parents may choose where to send their child, funded places are only available in settings who have agreed to this Stockport Provider Agreement.
- 1.4. The Stockport provider agreement applies to the 15 hour entitlement for the most disadvantaged two-year-olds, the 15 hour entitlement for parents of three- and four-year-olds (the universal entitlement) and the 30 hours entitlement for working parents of three- and four-year-olds (the extended entitlement).
- 1.5. This document does not provide guidance on how providers operate their private businesses, including charges for provision over and above a child's free hours. Local Authorities should not intervene where parents choose to purchase additional hours of provision or additional services providing that this does not affect the parent's ability to take up their child's free place.
- 1.6. This model agreement will be kept under review and updated as necessary to reflect any changes to national guidance and legislation. Any references to legislation will be to that legislation as amended from time to time, without express change in this agreement

## Who is the Stockport provider agreement for?

- 1.7. **This Stockport agreement is for:**  
Early years providers who are referred to as 'providers' and include:
  - Early years providers and childminders registered on the Ofsted Early Years Register;
  - Childminders registered with a childminder agency that is registered with Ofsted;
  - Independent Schools and Academies taking children age two and over and which are exempt from registration with Ofsted as an early years provider.
- 1.8. This agreement is made the 1st day of September 2017 between Stockport Metropolitan Borough Council and The Provider so named in the Schedules attached.
- 1.9. **Definitions in the Agreement**
  - "Local Authority" shall mean the Stockport Metropolitan Borough Council whose principal office is at the Stopford House, Piccadilly, Stockport, SK1 3XE.
  - "Provider" shall mean the person, organisation providing early learning services these would include childminders, pre-school playgroups, private day nurseries,

independent schools, maintained nursery classes and maintained nursery schools.

#### 1.10. **Stockport Provider Agreement**

- The Provider hereby agrees to provide a Service as specified in the Stockport Provider Agreement and Appendix attached.
- The Service will be provided in accordance with the terms and conditions contained herein.

#### 1.11. **Statutory and other regulations**

- The Provider will operate in accordance with all Acts of Parliament, amendment or re-enactment of any Act, Statutory Regulation, or other such laws, recommendations, guidance or practices as may affect the provision of the Service(s) specified under the Agreement.
- The Provider guarantees that all Services provided will comply with the requirements of the Health and Safety at Work Act 1974, of the relevant statutory provisions as defined in the Act and of any regulations made by virtue of the provisions of the Act or the relevant statutory provisions and C.O.S.H.H regulations and undertakes to take all necessary steps to secure the health and safety of employees and third parties.

#### 1.12. **Annex A: Agreement to be signed by provider**

## **Legal framework and statutory guidance**

1.13. The following frameworks and legislation underpin this model agreement:

- Early Education and Childcare, Statutory Guidance for Local Authorities 2017
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School admissions code 2014
- Statutory Framework for the Early Years Foundation Stage 2017
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
- Special educational needs and disability code of practice: 0 to 25 years 2015
- Data Protection Act 1998

1.14. Local Authorities are required to have due regard to the DfE model agreement in the exercise of their duty under s7 (1) of the Childcare Act 2006 and regulation 39 of the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.

## Section 2: Key Responsibilities

### Key Local Authority responsibilities

- 2.1. Local Authorities must secure a free entitlement place for every eligible child in their area.
- 2.2. The Local Authority should work in partnership with providers to agree how to deliver free entitlement places.
- 2.3. The Local Authority should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.
- 2.4. The Local Authority must contribute to the safeguarding and promote the welfare of children and young people in their area.

### Key provider responsibilities

- 2.5. The provider must comply with all relevant legislation and insurance requirements.
- 2.6. The provider should deliver the free entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the provider should be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing the free entitlements should receive the same quality and access to provision.
- 2.7. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that link to the Local Authority's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- 2.8. The provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.
- 2.9. Providers must actively promote fundamental British values and not promote views or theories as facts which are contrary to established scientific or historical evidence and explanations.

### Safeguarding

- 2.10. The **Local Authority** has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working Together to Safeguard Children' 2015 guidance<sup>1</sup> sets these out in detail.
- 2.11. The **provider** must follow the Early Years Foundation Stage(EYFS) and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have

training to identify signs of abuse and neglect. The provider must have regard to 'Working Together to Safeguard Children' 2015 guidance.

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

## Eligibility

### Two Year olds

A child will be entitled to the free entitlement hours from the term after their second birthday providing both of the following conditions are satisfied;

- The child has attained the age of two
- The child or parent meets the eligibility criteria

The child remains eligible until they become eligible for the 3&4 year old universal entitlement.

### Three & Four Year olds

All three and four year olds are entitled to the universal entitlement of 570 hours no later than the beginning of the term after their third birthday. Three and four year olds of working parents (extended entitlement) will be entitled to the additional free hours from the term **after** both of the following conditions are satisfied.

- The child has attained the age of three
- The child's parents has a current positive determination of eligibility from HMRC

Where parents become eligible for the additional entitlement mid-term, funding for the additional hours **cannot** start until the nearest following term. (i.e. if a parent becomes eligible in February the child's additional free entitlement will begin April)

**Table A:**

<b>Term Child First Eligible</b>	<b>Child turned 2* or 3 years old between</b>
Autumn	1 <sup>st</sup> April and 31 <sup>st</sup> August
Spring	1 <sup>st</sup> September and 31 <sup>st</sup> December
Summer	1 <sup>st</sup> January and 31 <sup>st</sup> March
<b><i>*only 2 year olds who meet certain criteria are eligible</i></b>	

2.12. The **Local Authority** must ensure that a child has a free entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.

2.13. The **Local Authority** will confirm the validity of 30 hours eligibility codes to allow providers to offer 30 hours places for eligible three- and four-year-olds. The Local Authority will provide a validity checking service to providers to enable them to verify the 30 hours eligibility code swiftly and efficiently. This will be through the Early Years Headcount Portal.

2.14. The **Local Authority** will complete audit checks to review the validity of eligibility

codes for children who qualify for 30 hours free childcare at 6 fixed points in the year, both at half-term and at the end of term across the year (on or around the dates as listed at table B below). The Local Authority will notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date.

**Table B:**

<b>Date Parent receives ineligible decision on reconfirmation</b>	<b>LA Audit Date</b>	<b>Grace Period End Date</b>
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August
1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

- 2.15. The **provider** should check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. The provider should record the necessary information which confirms these checks on the Parental Agreement to enable the Local Authority to carry out audits and fraud investigations.
- 2.16. The **Providers** should consider advice from the ICO on holding personal data including sensitive personal data available at: <https://ico.org.uk/for-organisations/guide-to-data-protection/principle-3-adequacy/>
- 2.17. The **provider** should offer places to eligible two-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds.
- 2.18. The **Provider** should get the 30 hours eligibility code, which is the child's unique 11-digit number, and original copies of documentation. A **provider** must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Local Authority of the validity of the parent's 30 hours eligibility code. The provider should use the parental declaration form which asks the parent for the necessary information and consents.
- 2.19. The **provider** should verify the 30 hours eligibility code with the Local Authority once they have received written consent from the parent to do so.

## **The Grace Period**

- 2.20. A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.
- 2.21. The **Local Authority** will access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date (as specified in Table B above) will automatically be applied to eligibility codes.

- 2.22. The **Local Authority** will continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory Guidance for Local Authorities 2017.
- 2.23. The **Local Authority** will inform providers within seven working days of the audit check date detailed in Table B above of any children families who have fallen out of eligibility for the additional 15 hours and include the date when those children/families grace period will expire, at which point those children families will revert to the universal 15 hour entitlement.
- 2.24. The **provider** will inform parents who have fallen out of eligibility of this and inform them of their grace period end date.
- 2.25. **Appeals against an eligibility decision.** Parents may appeal the decision that has determined their ineligibility. Any appeals must be made directly to HMRC via their appeals process. The Local Authority has no influence or discretion regarding this.

## Flexibility

- 2.26. The **Local Authority** will permit the provision to be offered within the national parameters on flexibility as set out in Section A2 of Early Education and Childcare Statutory Guidance for local authorities.
- 2.27. The **provider** should offer flexible packages of free hours, subject to the following standards.
- No session to be longer than 10 hours
  - No minimum session length (subject to the requirements of registration on the Ofsted Early Years Register)
  - Not before 6.00 am or after 8.00pm
  - A maximum of two sites in a single day
- 2.28. The **provider** should work with the Local Authority and share information about the times and periods at which they are able to offer free entitlements to support the Local Authority to secure sufficient stretched and flexible places to meet parental demand in the Local Authority. Places can be delivered:
- Over up to 52 weeks of the year
  - Outside of maintained school term times
  - At weekends
- 2.29. The **provider** should where it is reasonably practicable ensure that children are able to take up their free hours in continuous blocks and avoid artificial breaks being created throughout the day- for example the lunch period.
- 2.30. The **provider** should also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.
- 2.31. The **provider** should publish information about their childcare offer on Stockport's Childcare and Family Information website. [www.stockport.gov.uk/childcare](http://www.stockport.gov.uk/childcare)
- 2.32. The **provider** may "stretch" the free entitlement over a greater number of weeks but



this will carry a reduced weekly allowance of hours which shall not exceed 570 hours per annum in the case of 15 hour eligible children and 1140 hours in the case of 30 hour eligible children. This must be agreed with the parent in advance and clearly shown on the individual parent agreement held by the provider.

## Partnership working

- 2.33 The **Local Authority** will support partnerships on four levels between:
- Local authorities and providers and multiagency professionals
  - Providers working with other providers, including childminders, schools and organisations
  - Providers and parents
  - Local authorities and parents
- 2.34 The **Local Authority** will promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
- 2.35 The **provider** should, where possible, work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting.
- 2.36 The **provider** should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

## Special educational needs and disabilities

- 2.37 The **Local Authority** will strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015).
- 2.38 The **Local Authority** will be clear and transparent about the support on offer in their area, through their Local Offer, so parents and providers can access that support. Early Years SEN panel process and graduated response for inclusion funding
- 2.39 The **provider** must ensure owners, managers and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010. <https://www.gov.uk/government/publications/send-code-of-practice-0-to-25>
- 2.40 **The provider** should be clear and transparent about the SEND support on offer at their setting including access to the inclusion fund and make information available about their offer to support parents to choose the right setting for their child with SEND.
- 2.41 The **provider** should identify those parents whose children may qualify for Disability Access Funding and follow local process for claiming the funding.
- 2.42 Information about whether a child is in receipt of Disability Living Allowance (DLA) is sensitive personal data which should be handled appropriately. Providers are asked to pay particular note to advice from the ICO on holding personal data including

sensitive personal data available at:

<https://ico.org.uk/for-organisations/guide-to-data-protection/principle-3-adequacy/>

## Social mobility and disadvantage

- 2.43 The **Local Authority** will promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.
- 2.44 The **provider** should ensure that they have identified and recorded the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility.
- 2.45 The **provider** should use EYPP and any locally available funding streams or support to improve outcomes for this group. Early Years Pupil Premium should be used to improve the quality of early year's education for their disadvantaged children. **Providers** should consult the evidence on what works in improving quality when making decisions about how to use their EYPP funding.

## Quality

- 2.46 The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early year's provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years' providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 2.47 Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.
- 2.48 The **Local Authority** has a legal duty to provide information, advice and training on meeting the requirements of the EYFS for providers who are rated less than 'Good' by Ofsted or newly registered providers.
- 2.49 The **Local Authority** is not required to fund places at providers who do not meet the quality standards stated below, but may choose to do so to ensure sufficiency of places.
- 2.50 The **Local Authority** will fund places;
- for two, three and four year old children at any provider judged "good" or "outstanding" by Ofsted
  - for three and four year old children at any provider judged "satisfactory" (prior to 2014) or "requires improvement" by Ofsted
  - for two three and four year old children at new providers registered with Ofsted until the providers first full Ofsted inspection judgement is published
  - **may only fund** places for two year old children in "satisfactory" or "requires improvement" providers where there is not sufficient, accessible "good" or "outstanding" provision.

- 2.51 The **provider** must offer provision in accordance with the national parameters on quality as set out in Section A3 of Early Education and Childcare Statutory Guidance for local authorities and the EYFS statutory framework. [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/596460/early\\_education\\_and\\_childcare\\_statutory\\_guidance\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/596460/early_education_and_childcare_statutory_guidance_2017.pdf)
- [http://www.foundationyears.org.uk/files/2017/03/EYFS\\_STATUTORY\\_FRAMEWORK\\_2017.pdf](http://www.foundationyears.org.uk/files/2017/03/EYFS_STATUTORY_FRAMEWORK_2017.pdf)
- 2.52 Where a **providers** achieve a “requires improvement” or “inadequate” or no children on roll “not met” Ofsted grade the **provider** will be required to:-
- Inform the Local Authority Early Years Improvement Team of their Ofsted grade upon receipt of their Ofsted report. [eyit.consultant@stockport.gov.uk](mailto:eyit.consultant@stockport.gov.uk)
  - The Local Authority will then consider whether to continue to fund two year old children attending this Satisfactory/Requires Improvement setting. Decisions will be based on the nature of the actions/recommendations made by Ofsted
  - Work with officers of the Local Authority to immediately address any recommendations and actions detailed within the Ofsted report
  - Provide and implement a detailed action plan which demonstrates how the Provider will achieve and maintain improvement in Ofsted grade. Plans should be submitted to [eyit.consultant@stockport.gov.uk](mailto:eyit.consultant@stockport.gov.uk) or Stockport Childminding Team [childminding@stockport.gov.uk](mailto:childminding@stockport.gov.uk) within 28 days of the report being published on the Ofsted website.
  - This plan must identify the following
    - a) How the EYRP is going to satisfactorily address any actions or recommendations raised at inspection by Ofsted including the responsibilities and timeframes.
    - b) How this will impact on the children’s progress
    - c) How improvements will be monitored to evaluate their success.
  - Ensure that staff attend training and peer to peer support which improves knowledge and understanding to contribute to improved Ofsted grade and individual children’s school readiness
- 2.53 In addition where a **provider** achieves an “inadequate” Ofsted grade the Local Authority may be required to remove them from the directory of providers deemed eligible to receive Free Early Years Entitlement funding, as specified within the 2017 Statutory Guidance relating to Early Education and Childcare.

## Business planning

- 2.54 The **Local Authority** will provide and maintain an on line Early Years Headcount Portal for the sole purpose of enabling providers to submit, safely and securely, child and parent details relating to all free entitlements and EYPP.

- 2.55 The **Local Authority** will publicise the exact dates and timescales for submissions, via the Early Years Headcount Portal, each term. Autumn and Summer term cut off dates will be the same each year. Spring term cut off dates will be the 31st March irrespective of the term start date, which can vary because of the Easter holiday dates.
- 2.56 The **Local Authority** must receive from the provider the submission of information requested such as headcount, census, sufficiency, quality and audit returns by the dates specified on the request to support the processing payment and delivery of free entitlements.
- 2.57 The **Local Authority** may charge providers a reasonable and proportionate penalty for providing late or incomplete information leading to additional administration or costs in the processing of free entitlements. The Local Authority will consult with providers should there be a requirement to introduce charges.
- 2.58 The **Local Authority** will carry out termly checks and or/audits on randomly chosen providers to ensure compliance with the requirements of delivering free entitlements and will provide a written record of such checks, including actions and recommendations to the provider.
- 2.59 The **provider** is required by legislation to complete an annual early year's census.
- 2.60 The **provider** must submit information requested such as headcount, census, sufficiency, quality and audit returns by the dates specified by the Local Authority to the Local Authority to support the processing, payment and delivery of free entitlements.
- 2.61 The **provider** must submit all child and parent details via the Early Years Headcount Portal by the specified dates each term. Paper contracts and agreements, including proof of entitlement (e.g. birth certificates, eligibility letters for 2YO's) should be retained by the provider. Copies will not be required to be sent to the Local Authority.
- 2.62 The **provider** should ensure they submit timely and accurate information, including, but not limited to, headcount data, census data, parental declarations and invoices, as per the financial guidelines of their Local Authority. Failure to do so may result in inaccurate, delayed or suspended funding or may result in penalty charges.
- 2.63 The **provider** should maintain accurate financial and non-financial records relating to free entitlement places and should give the Local Authority access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the provider agreement, subject to confidentiality restrictions.

## Charges to parents

- 2.64 Government funding is intended to cover the cost to deliver 15 or 30 hours a week (570 or 1140 hours a year) of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- 2.65 The **Local Authority** will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place.
- 2.66 The **Local Authority** will intervene where parents make them aware that they are

being charged additional amounts outside of those detailed in this agreement, or where the parent raises concerns with the explanation given by the provider for those additional charges.

- 2.67 The **provider** cannot;
- charge parents “top-up” fees (the difference between a provider’s usual fee and the funding they receive from the Local Authority to deliver free places)
  - or require parents to pay a registration fee as a condition of taking up their child’s free place.
- 2.68 The provider can as part of a free entitlement place;
- charge for meals and snacks
  - charge for consumables such as nappies or sun cream
  - charge for services such as trips and yoga

These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, providers who choose to offer the free entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals.

- 2.69 The **provider** can charge parents a deposit to secure the child’s free place but should refund the deposit in full to parents within a reasonable time scale.

The Department for Education advise that Local Authorities may use their discretion regarding what may be a “reasonable” time and when deposits may be charged. For the purpose of this agreement;

- deposits should not be charged or held to secure funded 2 year old places
  - deposits should not be charged to existing children/parents i.e. a 2 year old child who moves to 3 year old funding in the following term.
  - requested deposits should not be so high as to be a deterrent. A request for 50% of a week’s fees as a deposit would be viewed as being a deterrent to some less advantaged parents. Deposits for children who do not take up a place can be non-returnable, so we would hope that providers keep deposits to a token, but meaningful, amount i.e. £10 or less.
  - deposits should be returned or deducted from the first payment a parents makes following a placement beginning
- 2.70 The **provider** should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- 2.71 The **provider** should be completely transparent about any additional charges.
- 2.72 The **provider** should publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all providers will be able to offer fully flexible places, but providers should work with parents to ensure that as far as possible the pattern of hours are convenient for parents’ working hours.
- 2.73 The **provider** should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their free entitlement completely free of charge and understand fees paid for additional hours. The provider

will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.

## Funding

- 2.74 The funding rates for 3 and 4 year old children in individual settings are determined through a local Single Funding Formula which is devised following national funding guidance (EYNFF) issued by the Department for Education April 2017
- 2.75 The **provider** will be entitled to receive payment up to a maximum hourly rate as specified within the individual provider's indicative or estimated budget projection. Payment will be for each child receiving their free early years provision for a maximum of 15 hours or 30 hours (dependent upon eligibility) over 38 weeks per year or any combination of weeks and hours over the academic year but not exceeding a maximum of 570 hours or 1140 hours (dependent upon eligibility) per annum.
- 2.76 2 year old places are funded at a flat hourly rate of attendance per child.
- 2.77 The **Local Authority** will publish a timetable of headcount submission and payment dates and will acknowledge and respond timely to providers query on funding. These should be made to [eypt@stockport.gov.uk](mailto:eypt@stockport.gov.uk)
- 2.78 The **Local Authority** will pay providers' two payments each term. The first payment (plus or minus any adjustments) is based on the individual indicative/estimate budget. The second payment (plus or minus any adjustments) will be made using a headcount of eligible children supplied by providers through the Early Years Headcount Portal and reconciliation with the first payment.
- 2.79 The **Local Authority** will split payments appropriately across a maximum of two sites where a parent chooses to access provision over more than one provider
- 2.80 Parental agreements are binding for a term except in exceptional circumstances as detailed on the parental agreement and listed below:
- Family moving house
  - Change in the child's primary carer
  - Change of employment i.e. new job/unemployment
  - Health & safety concerns i.e. child with long term sickness/child protection.

Where a parent wishes to leave during a term, for reasons other than those listed above, they must give a minimum of four weeks' notice during which funding cannot be transferred to an alternative provider. Providers should ensure parents are aware of this detail in the signed parental agreement.

- 2.81 Early Years Pupil Premium payments will be paid in addition to free entitlement funding and paid termly in arrears at the prescribed rates set by government. Providers will be notified of children eligible for this funding via the Early Years Headcount Portal and the amount payable per child.
- 2.82 Disability Access Fund payments will be made for eligible children and providers as soon as possible after an eligible child begins at a setting. This payment is made separately to other funding.

- 2.83 Deprivation payments will be made for children who live in the appropriate IDACI postcode areas
- 2.84 The **provider** should always refer to guidance documents for submitting headcount data, funding and eligibility checks via the Early Years Headcount Portal.
- 2.85 The **provider** should accurately complete and submit headcount and other necessary data returns by the agreed date to support the Local Authority to make payment. If for whatever reason the EY Headcount Portal is inaccessible to providers the Local Authority will extend the submission dates by working days of at least the time the system is out of service.
- 2.86 The **provider** should ensure that all required free entitlement eligibility checks are undertaken accurately and the correct details are entered into the early years headcount portal along with any supporting evidence (for non-income based applications). Incorrect submissions may result in delayed payments or funding being re-claimed for incorrectly funded children
- 2.87 The **provider** should record the presence or absence at each session of each child for who grant funding has been claimed. The provider should have an appropriate policy for monitoring attendance which includes informing appropriate agencies and following a safeguarding procedure should the provider have concerns raised by poor attendance.
- 2.88 The **provider** should use due diligence to safeguard these arrangements against fraud on the part of directors, governors, staff or parents with particular regard to inaccurate, incomplete or misleading claims for payment;  
<https://www.gov.uk/contact-hmrc>

## Compliance

- 2.89 The **Local Authority** will carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the free entitlements and will provide a written record of such checks, including actions and recommendations, to the provider.
- 2.90 The **provider** shall agree to audit checks and provide any information that is requested and implement any actions and agreed recommendations. These checks will not be disproportionate or unnecessarily burdensome to providers.

## Termination and withdrawal of funding

- 2.91 Termination provisions are those required by regulation 7 (Termination of the arrangements) of the Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 and regulation 37 (Arrangements between Local Authorities and early years providers: termination) of The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.
- 2.92 The **Local Authority** will be required to remove providers from the directory of those deemed eligible to receive Free Early Years Entitlement funding if the provider :
- Does not meet the quality criteria as specified within the 2017 statutory guidance relating to Early Education and Childcare.
  - Has their registration suspended by Ofsted

- Is in breach of statutory requirements- such as not actively promoting fundamental British values, applying “top up “ fees or making fraudulent claims.
  - Has safeguarding issues/ concerns
- 2.93 Any **provider** appeal on the Ofsted grade should be directed to Ofsted through their appeals procedure.
- 2.94 If the **provider** is unable to meet the Ofsted grade criteria, after being given sufficient time by Ofsted to improve their grade criteria and following their action plans developed with the Local Authority to meet any actions arising from inspection, the Local Authority will consider termination of this provider agreement and the withdrawal of funding.
- 2.95 If the **provider** does not meet the conditions specified at 2.91 providers will be notified in writing of the Local Authority intention to terminate the provider agreement and the withdrawal of funding and state the reasons for this action being taken. The provider shall have 7 days in which to appeal in writing to the Local Authority.

## Appeals process

- 2.96 A provider may be denied approval to offer the free entitlements or have their funding withdrawn as set out above. The provider can appeal against that decision.
- 2.97 The Local Authority appeals process is:
- The provider shall have 7 days in which to appeal in writing to the Local Authority
  - The Local Authority will convene an appeals hearing at which you will be entitled to attend with a representative of your choice. The appeals panel shall consist of a senior council officer, the early year’s team leader and one other independent (e.g. not directly involved in Early Years services) member of the Local Authority. The panel will take information from Officers involved and hear any representations from the provider prior to making a decision which shall be final.

## Complaints process

- 2.98 The **Local Authority** will consider concerns from parents who are not able to resolve their concern directly with the provider where the parent is not satisfied that their child has received their free entitlement in accordance with the legislation or as set out in this agreement and in Early Education and Childcare Statutory guidance for Local Authorities.
- 2.99 The **provider** should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for Local Authorities.
- 2.100 If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the Local Authority or believes the Local Authority has acted unreasonably, they can make a complaint to the Local Authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted



## Annex A: Stockport Provider Agreement for the funding of: Early years provision free of charge and free childcare for 2, 3 and 4 year olds

Must be signed by the parties that accept the above named Agreement:

Signed on behalf of STOCKPORT METROPOLITAN BOROUGH COUNCIL

<b>Signed:</b>		
<b>Name</b>	<b>Status</b>	<b>Date</b>
Glenda Brocklehurst	Early Years and Childcare Project Manager	1 <sup>st</sup> September 2017

**THE ORGANISATION- I agree to the conditions in the Stockport Provider Agreement for funding.**

<b>Organisation Name:</b>

<b>Registered/Nominated Person:</b>	<b>EY Number:</b>

<b>Address Line 1:</b>	
<b>Address Line 2:</b>	
<b>Address Line 3:</b>	
<b>Address Line 4:</b>	
<b>Postcode:</b>	
<b>Signed by:</b> (registered/nominated person)	
<b>Name:</b>	
<b>Status:</b>	
<b>Date:</b>	

A copy of this page signed and dated **must** be returned to the Local Authority for you to be entered on to our list of eligible providers. Failure to return this signed agreement will result in you being unable to offer free entitlement places and draw the subsequent funding as detailed in this agreement.