

For Inclusion on a Dynamic Purchasing System the Provision of Alternative  
Education

Contract Ref.: DN328895 - TD1241

SPECIFICATION

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## SECTION 1 - PREAMBLES

### 1.1 INTRODUCTION

- 1.1.1 Derby City Council has established a programme to deliver significant procurement savings over the next three years. The Council's Central Procurement Team has implemented a Category Management strategy, to support the Council's corporate aims and objectives and support the delivery of service specific and across directorate procurement opportunities.
- 1.1.2 The Procurement Team has the following priorities:
- **Delivery of year on year financial efficiencies, but not at the cost of quality**
  - **A thriving sustainable economy**
  - **Good quality services that meet local needs**
  - **Embracing and promoting ethical and sustainable procurement**
- 1.1.3 Potential Service Providers to Derby City Council should be aware that these priorities are at the centre of everything we do. It is expected that each and every contract that we enter into will make a contribution towards these objectives.
- 1.1.4 A Category Management approach has been established in order to leverage the combined spend of the Council's Directorates; this is currently at around £200m per annum. Through Category Management, we aim to secure all the benefits of collaboration which include economies of scale, customer-focused outcomes and improved quality, standardisation of requirements, savings and efficiencies and more sustainable procurement.
- 1.1.5 Service Providers responding to any contract opportunity advertised by Derby City Council should carefully consider how their response can align with our priority areas. As a minimum, we expect our suppliers to respond with market-leading pricing structures which reflect the considerable scope of the commercial opportunities we offer. Additionally, wherever there is an opportunity for a sustainable solution, suppliers are strongly encouraged to offer such solutions where permitted within the scope of the individual contract requirements.
- 1.1.6 Service Providers should also treat this contract as a 'one-shot' opportunity, Service Providers should always treat their tender submission as a "best and final offer" process.

## **1.2 GENERAL REQUIREMENTS**

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

## **1.3 SCOPE AND DURATION**

- 1.3.1 The Dynamic Purchasing System (DPS) opened for an initial period of two years, commencing 1<sup>st</sup> June 2018 and ends on 31<sup>st</sup> May 2020. This will then be reviewed on an annual basis and subject to business needs, funding and adequate numbers of providers being available, extended on an annual basis for up to five years. The maximum period of the DPS will, therefore, be seven years.
- 1.3.2 Individual contracts awarded under the DPS may be of any reasonable duration regardless of when they commenced, i.e. an individual contract may outlive the expiry of the DPS itself. However, given the nature of the services being sourced under the DPS, it is anticipated that the duration of most individual contracts will last no longer than one academic year.
- 1.3.3 Kingsmead School will be the principal user of the DPS, however there may be occasions when other procurement routes are selected for some specific requirements. No guarantees of business value or volume can be given. Service Providers will have to form their own views as to the potential for such an arrangement.

## SECTION 2 - SPECIFICATION

### 2.1 KEY REQUIREMENTS

2.1.1 Kingsmead School has a statutory duty to make arrangements for the provision of appropriate education otherwise than at school, for children of compulsory school age who, by reason of exclusion from school or otherwise, will not receive a suitable education without these arrangements.

2.1.2 In 2016/17 46,577.5 hours of alternative provision were sourced by Kingsmead School.

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

Key stage	<ul style="list-style-type: none"> <li>• Key stage 1</li> <li>• Key stage 2</li> <li>• Key stage 3</li> <li>• Key stage 4</li> </ul>
Vocational provision	<ul style="list-style-type: none"> <li>• Alternative provision across a wide variety of subject areas</li> </ul>
Core provision	<ul style="list-style-type: none"> <li>• Core subject delivery</li> <li>• GCSE</li> <li>• Functional Skills</li> </ul>
Virtual learning	<ul style="list-style-type: none"> <li>• Online delivery across a variety of subject areas</li> <li>• Individual provision</li> <li>• Group provision</li> </ul>
Therapeutic Services	<ul style="list-style-type: none"> <li>• Therapy/Counselling</li> <li>• Therapeutic activities</li> </ul>
SEN	<ul style="list-style-type: none"> <li>• Complex needs assessment</li> <li>• Specific complex needs support and provision</li> <li>• Sensory/Physical services</li> <li>• Cognition and learning</li> </ul>
Location	<ul style="list-style-type: none"> <li>• No more than 15 miles from DE1 3LB</li> <li>• Travel time not to exceed 30 mins</li> </ul>
Group size	<ul style="list-style-type: none"> <li>• Individual tuition (1:1)</li> <li>• Group</li> </ul>
Length of placement	<ul style="list-style-type: none"> <li>• Part time</li> <li>• Full time</li> <li>• Short term</li> <li>• Medium term</li> <li>• Long term</li> </ul>
Outcomes	<ul style="list-style-type: none"> <li>• Enrichment</li> <li>• Industry recognised outcomes</li> <li>• QCF accredited qualifications</li> <li>• Progress 8 qualifications</li> </ul>

2.1.4 All provision should offer progression throughout their courses. Learners, where appropriate, should work towards qualifications that fit within the Qualifications and

Curriculum Framework (QCF) and accreditation that supports post 16/industry recognised education.

- 2.1.5 The scope of this agreement is not restricted by learner numbers. It is anticipated that places will be purchased on an ad hoc basis, dependant on the learner's requirements and capacity of the best value provider. However, it will be possible, in some areas, for core places to be arranged on a regular basis. This will be with the provider who is the best value for money and has sufficient capacity. Should this capacity be reached then the next value for money provider with capacity shall be used.
- 2.1.6 Each session must last up to 2.5 hours. The duration of two sessions on the same day must not be more than 5.5 hours. Learners may attend more than one session but not necessarily on the same day. Where learners attend two sessions on the same day a minimum break of 30 minutes for lunch is required please see 2.6.4. For Virtual Learning, Therapeutic services and SEN Services please see section 2.22 and 2.23.

## **2.2 DELIVERY OF SERVICES**

- 2.2.1 Providers must ensure that their academic year is in line with the timetable and school holiday patterns of Derby City or with the agreement of the referrer where this may differ.
- 2.2.2 The details of the timing and duration of provision for individual learners will be outlined in each specification issued for a mini-competition process.
- 2.2.3 The provision on offer may range between a full and part time curriculum, based on what is appropriate to the specific needs of the learner. This will be determined at the point that a placement is confirmed and will be subject to review throughout the duration of the placement. For placements offering full time provision, please see 2.21.
- 2.2.4 Where any point in this specification is not met, this will incur a minor breach. Regular minor breaches may result in the contract being terminated under clause 29 of the Conditions of Contract.

## **2.3 LEARNER REFERRALS AND DOCUMENTATION**

- 2.3.1 For safeguarding purposes, a provider is responsible for ensuring that no placement is started without the relevant paperwork, information and agreement from specified member of staff being in place.
- 2.3.2 Providers must access the Kingsmead School, or other individual referrer where required, electronic Management Information System (web based MIS) in order to view individual learner records. There may be occasions where Kingsmead School, or other individual referrer, do not request a provider has access to MIS but this will be discussed and agreed on referral, if this is to be the case. An access/confidentiality agreement may need to be signed for access to be granted.
- 2.3.3 Providers will be responsible for ensuring that all staff working with an individual learner, have read and understood all documentation and data relevant to the placement offered which may include:
- SEN paperwork/LAC liaison and paperwork
  - Safeguarding
  - Risk assessment
  - Medical information
  - Academic levels
  - Personal Learning Plan (PLP)

- Target sheets
- Other relevant documents

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

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

## **2.4 LEARNER INDUCTION**

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

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

## **2.5 LEARNER REGISTRATION AND ATTENDANCE**

2.5.1 It is a statutory requirement that a register of attendance is conducted per session (am and/or pm). This must be entered twice daily (where applicable) on to the Kingsmead School, or other individual referrer, electronic Management Information System (web based MIS) within an hour of the session start time. For Virtual Learning, Therapeutic services and SEN Services please see 2.22 and 2.23.

2.5.2 Providers must operate a 1st day response system and inform Kingsmead School, or other individual referrer where relevant, along with parental contact to establish reason for absence. Details to be logged on the MIS on the same day of absence. For Virtual Learning, Therapeutic services and SEN Services please see 2.22 and 2.23.

2.5.3 Providers must reference and use attendance codes published on the DfE website, following advice and guidance for marking from Kingsmead School.

## **2.6 LEARNER SUPERVISION**

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

2.6.2 Providers are responsible for supervising learners throughout any allocated break times within the session delivered, according to prior agreement with the referrer. Considerations must be made with regard to:

- Age
- Behaviour management
- Safeguarding i.e. risk management
- SEND and EHCP

- 2.6.3 Providers are responsible for communicating break time (including lunch break) expectations and levels of supervision to the referrer, learner and parent/carer once agreed through the induction process. Any changes to this must be reviewed and communicated accordingly with the referrer.
- 2.6.4 Where learners attend two sessions in one day they must be given a lunch break. The lunch break is not included in the agreed delivery hours and can not affect the agreed start and finish times. It must be made clear through the mini competition process whether supervision is offered during these breaks.

## **2.7 CURRICULUM ACCESS**

- 2.7.1 Courses that require learners to have equipment (materials, tools, etc) to enable them to fully participate in the programme must have the equipment provided or loaned to them. Equipment required for any specific programme must be made available by providers. This includes personal protective equipment (PPE) and the cost must be included in the cost per session. For virtual learning provision please see 2.22.
- 2.7.2 For any equipment or machinery specific to delivery, a full health & safety briefing should be given by the provider to the individual learner, prior to use.
- 2.7.3 Providers who tender for programmes involving outdoor activities must ensure that alternative arrangements are in place for bad weather. All alternative arrangements must be appropriately risk assessed and shared with the referrer.
- 2.7.4 Where a placement is agreed, providers must ensure all staff working with learners who have additional special educational needs, have read and understood associated documentation and implemented effective differentiation and or strategies to support the needs of the individual learner.

## **2.8 QUALIFICATIONS AND OUTCOMES**

- 2.8.1 All qualifications delivered must be recognised by the QCF or other industry recognised bodies.
- 2.8.2 Providers must fund and be registered with their chosen awarding body, and able to evidence this registration as part of the procurement process.
- 2.8.3 Providers are required to ensure that learners are entered for any accredited courses and that fees are paid. It is a requirement that all entries and outcomes are reported to Kingsmead School.
- 2.8.4 Providers are responsible for ensuring all their records of qualifications, including course title, QAN and units numbers; are accurate, complete and up to date at the time of request for data.
- 2.8.5 All physical certificates of accreditation must be forwarded to Kingsmead School, or other individual referrer, in their original form.
- 2.8.6 It is the responsibility of the provider to manage and oversee the Internal/external verification policies and cycles. These must be shared with the Kingsmead School, or an individual referrer, on request.
- 2.8.7 It is an expectation that external verification dates are planned accordingly to ensure that all certification is received and can be distributed before any relevant national results day.



- 2.8.8 Where provision is for enrichment purposes only, qualitative reports will still be required as prescribed by The Kingsmead School, or an individual referrer.
- 2.8.9 Providers must be able to evidence any Social Moral Spiritual and Cultural (SMSC) elements that their provision can offer, whilst also having regard to British Values within their delivery and practice.
- 2.8.10 For therapeutic and SEN services please also refer to section 2.23.

## **2.9 LEARNER PROGRESS**

- 2.9.1 Paperwork and reports will be required, as part of our quality assurance process, at regular times throughout the year. This will be prescribed by The Kingsmead School or the individual referrer, with the expectation to track, monitor and evaluate learner progress.
- 2.9.2 Providers must be able to accurately predict learner outcomes at key points throughout an academic year and provide written evidence of these predictions as prescribed by the Kingsmead School, or the individual referrer.
- 2.9.3 Curriculum pathways must challenge the most able learners to achieve the highest possible outcomes within the qualification offer. Pathways must be differentiated by the provider to suit the individual learner.
- 2.9.4 Providers are responsible for identifying and acting upon any negative trends in progress for any individual learner. Any interventions to effect the progress must be discussed and agreed with The Kingsmead School or the individual referrer.
- 2.9.5 Providers must be able to offer suitable support at key transition points, such as Key Stage 2 to 3 or details of post 16 pathways that are relevant and recognised to the qualifications being offered. Providers will need to liaise between Post 16 support and/or Post 16 providers for Year 11 students where relevant.

## **2.10 BEHAVIOUR MANAGEMENT**

- 2.10.1 Providers must have a clear behaviour policy with appropriate rewards and sanctions, which underpins consistent positive behaviour management practices.
- 2.10.2 Providers must have high expectations of learner behaviour clearly outlined in a code of conduct. This should be explained and discussed with all learners as part of the induction process and must be consistently applied throughout the academic year.
- 2.10.3 Providers must ensure that robust behaviour management strategies are in place and understood by both staff and learners. They must be able to evidence this through the quality assurance process.
- 2.10.4 Where behaviour becomes enough of a concern to record an incident, the provider must report the incident on the day in writing and more immediately by phone if necessary. Please see 2.13 for reporting procedures.

## **2.11 TRIPS AND VISITS**

- 2.11.1 Providers must inform The Kingsmead School, or an individual referrer, of any planned trips or visits outside the normal agreed working environment/s. This must be according to

specified timescales and levels of risk, prescribed by The Kingsmead School, or an individual referrer, and local authority guidelines.

- 2.11.2 Where high risk activities are planned, to include trips abroad, extreme sports etc a minimum of 3 months notice is required as School Governor approval needs to be gained.
- 2.11.3 Providers must be aware that should the trip require a terrorist risk assessment, this may be requested as additional paperwork.
- 2.11.4 All relevant forms, insurances and risk assessments, must be submitted to The Kingsmead School, or an individual referrer, within the specified timescales. Failure to do so will result in the trip or visit being refused.
- 2.11.5 Providers will be responsible for informing all parents/carers/learners of any planned trips or visits after approval by The Kingsmead School, or an individual referrer. Dependent on level of risk, this should be in writing and include appropriate detail regarding the planned activity, providing contact details as necessary.
- 2.11.6 Any amendments/deviations after approval of the trip or visit, must be reported to The Kingsmead School, or an individual learner, as soon as possible for further approval, and any updates passed onto the parents/carers/learners.

## **2.12 RISK ASSESSMENTS AND INSURANCES**

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

## **2.13 QUALITY ASSURANCE AND REPORTING PROCEDURES**

- 2.13.1 Providers will be required to attend three quality assurance meetings during an academic year to review all aspects of their provision.
- 2.13.2 Providers must follow reporting procedures as prescribed by The Kingsmead School, or an individual referrer, to include:
  - Safeguarding

- Incidents
- Progress
- Outcomes
- Attendance
- Accidents

2.13.3 Reporting expectations will be, daily, weekly, termly, interim (as required) and annual.

2.13.4 All reports and data entry must be completed accurately, in full and returned within the deadlines prescribed by the Kingsmead School, or an individual referrer.

2.13.5 Lesson observations re: Teaching and Learning will take place bi-annually and providers must be able to facilitate this. The observation protocols of The Kingsmead School for alternative provision will be used. Teaching observations need to meet the needs of the learners including those with SEN or SEMH. If teaching and learning is deemed insufficient, then further action maybe required or a supportive package may be put in place. An individual referrer may agree an alternative arrangement. For Virtual learning please see 2.22.

2.13.6 Quality visits re: contractual aspects of delivery outside of teaching and learning, will take place annually and providers must be able to facilitate this. These visits will be a minimum of 3 hours. If any part of the quality visit is deemed insufficient or a concern, then further action maybe required or a supportive package may be put in place. An individual referrer may agree an alternative arrangement. For Virtual Learning and Therapeutic Services please see 2.22 and 2.23

2.13.7 The Kingsmead School will offer training sessions throughout the academic year to ensure support and guidance on meeting all aspects of this contract. This is not compulsory, however non-attendance resulting in non-compliance with the contract could result in a minor breach.

## **2.14 STAFFING**

2.14.1 All recruitment procedures must be fully compliant with Keeping Children Safe In Education (KCSIE) - current version. This must include all other referenced documents throughout KCSIE.

2.14.2 Providers must have an up to date safer recruitment policy, a named member of staff who has been trained in safer recruitment (this member of staff must always be part of interview and recruitment of new staff) and a clear staff induction process that can be provided through the quality assurance processes. This must include a staff code of conduct.

2.14.3 All staff employed by providers who may have contact with learners or learner records must have and be able to provide a current Enhanced (Disclosure and Barring Service) DBS certificate number and issue date. This must not precede April 2014. Any offences, relevant to children, to include violence, intimidation or substance misuse, must be declared to The Kingsmead School or an individual referrer on request.

2.14.4 All updates to any member of staff's current DBS status should be shared with Kingsmead School as soon as this becomes apparent.

2.14.5 Where the provider uses the DBS update service, evidence that annual checks are made should be provided

2.14.6 Providers must have a Volunteers Supervision Policy and be able to provide this, where they intend to use volunteers within their provision. Under no circumstances, should volunteers be left in full supervision of a learner/s.

- 2.14.7 Providers who offer compulsory school age work experience placements, must inform The Kingsmead School, or an individual referrer, before the placement begins, with regard to regulated activity guidelines.
- 2.14.8 All staff must be inducted effectively to include a clear understanding of safeguarding and managing challenging behaviour and the processes and procedures that support this both internally and externally.
- 2.14.9 A named and certified First Aider must be identified and present on site for each session that learners attend. Evidence of certification will be required.
- 2.14.10 The experience and training of all relevant staff must be detailed in your tender response. On-going evidence of experience and training of all staff members will be required and requested through quality assurance processes. Where training is industry specific and required for insurance or health and safety purposes, the provider will be entirely responsible for ensuring these are kept up to date and in line with industry standards.
- 2.14.11 Any new or inexperienced staff must be supervised at all times when responsible for learners placed under this agreement.
- 2.14.12 Staffing ratios should be clearly identified when bidding in a mini-competition and based on minimum and maximum group sizes. Any changes to this will need to be requested formally and agreed by The Kingsmead School, or an individual referrer, as part of the day to day contract management process.

## **2.15 POLICY COMPLIANCE**

- 2.15.1 All Providers' policies must comply with statutory documentation, local authority guidelines and Local Safeguarding Boards.
- 2.15.2 Updates to policies are the responsibility of the provider and evidence of such will be required at least annually or in line with any local or national changes.
- 2.15.3 Any policy can be requested by The Kingsmead School, or an individual referrer, at any point in the contract to ensure compliance with quality assurance procedures.

## **2.16 PRICING AND PAYMENT**

- 2.16.1 Specific costs of placements are not required at this stage. As part of a mini-competition process, providers will be able to reflect their costs for providing those services to meet the work packages being offered.
- 2.16.2 Learners who are in receipt of Free School Meals must be provided with an appropriate meal. Providers who are in close proximity who are in close proximity to the referring school must collect meals if requested.
- 2.16.3 Where providers are unable to collect meals they should make adequate provision for this meal in accordance with school meal guidelines (e.g. no fizzy drinks, crisps or sweets etc) up to the value of the current free school meal price.
- 2.16.4 Providers must be able to demonstrate why meals provided by school cannot be collected.
- 2.16.5 Costs incurred by providers in the provision of a free school meal should be invoiced separately to the contract invoices. Costs will only be reimbursed up to the current free school meal value.

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

## **2.17 TRANSPORT**

- 2.17.1 Where a provider location is outside of the main bus routes from Derby city centre the provider must consider and incorporate transport implications to and from sessions in terms of time/cost/staffing.
- 2.17.2 All transport provided must be clearly included in the daily/session cost or listed separately as an extra costed service.
- 2.17.3 Any pick up or drop off points must be agreed with the referrer and clearly communicated with the learner/parent/carer.
- 2.17.4 All staff nominated to drive must be able to prove that they are insured to drive the vehicle they will be using, relevant to transporting children during business hours.
- 2.17.5 All providers must be able to demonstrate, if requested, that the vehicles they are using comply with current DVLA regulations with regard to the transportation of school age children. This relates to, but is not limited to, MOT standards and service periods. Appropriate insurance must also be in place.

## **2.18 HEALTH AND SAFETY**

- 2.18.1 All provision must comply with current Health and Safety regulations and any industry specific requirements. Evidence of compliance can be requested at any time for which the provider is fully responsible and must be able to produce.
- 2.18.2 Where any concerns around health and safety are noticed and communicated to the provider, a recorded discussion, agreement of concern and necessary action and an update once completed (if necessary) will be required.
- 2.18.3 Fire regulations/extinguishers - these must be specific to the Health and Safety Executive (HSE) Fire Regulations in line with the providers venue and industry activities.
- 2.18.4 First Aid kits – these must be updated in line with the HSE, First Aid at Work regulations.

## **2.19 CONFIDENTIALITY AND DATA PROTECTION**

- 2.19.1 Providers may be exposed to sensitive information covered by current Data Protection Legislation and will be asked to sign the Information Processing Agreement (Appendix One) if successfully awarded a place on the DPS.
- 2.19.2 Providers will be expected to respond and adhere to any legislative changes to Data Protection Regulations as they arise over the course of the DPS period.

## **2.20 SAFEGUARDING**

- 2.20.1 Where the service involves working with or close by children and young people under 18, the successful provider must take all reasonable and thorough steps, including Enhanced Disclosure and Barring Service (DBS) and Independent Safeguarding Authority checks, to make sure that:

- everyone who is likely to work at the premises where the service is to be provided is fit to be in the proximity of children and/or young people. For this purpose, “work” includes voluntary work;
- the premises in which the service is to be provided, where appropriate, are fit for children and/or young people;
- the Provider has complied with all requirements for registration under the Children Act 1989.
- An organisation safeguarding policy must be in place and evidence that this is reviewed on an annual basis and/or when new guidance is published.
- A named safeguarding officer should be in place and trained to Level 3 (minimum) Safeguarding.
- All staff should have training to Level 2 Safeguarding – evidence will be requested as part of our quality assurance process.

2.20.2 Providers working with children should comply with Keeping Children Safe in Education (current document) and adopt the Derby and Derbyshire Safeguarding Children procedures. This legislation and procedures can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/550511/Keeping\\_children\\_safe\\_in\\_education.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/550511/Keeping_children_safe_in_education.pdf)  
[www.derbyshirescb.org.uk](http://www.derbyshirescb.org.uk)  
[www.derbyscb.org.uk](http://www.derbyscb.org.uk)

2.20.3 Please also see Kingsmead School's Safeguarding policy at Appendix Two.

2.20.4 The provider must ensure that appropriate procedures are in place to ensure that staff report, and deal appropriately, with allegations or concerns about vulnerable service users and/or staff. Any safeguarding concern **MUST** be reported on the day of the incident/disclosure using the Kingsmead School safeguarding reporting system, or that of the individual referrer.

2.20.6 The provider must be able to evidence that all staff have signed to say they have read Part One of Keeping Children Safe in Education (current version) and evidence provided to show understanding.

2.20.7 Tenderers are also asked to complete the relevant questions in the DPS Initial Suitability Criteria section when applying to join and provide a copy of their Safeguarding Policy. This policy will be reviewed by Kingsmead School's Designated Safeguarding Lead .

## **2.21 FULL TIME PROVISION**

2.21.1 Any provider offering full time provision should be registered and recognised as good/outstanding by Ofsted. Evidence of this status must be provided.

2.21.2 All full time provision will consist of 10 sessions per week, (AM/PM), usually 25 hours.

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

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

- 2.21.5 The provider must ensure that there is appropriate pastoral support with a named key worker that supports learners' social and emotional resilience and well-being and that this is monitored and reviewed. The provider should ensure that there is appropriate engagement with the parents or carers to facilitate this.
- 2.21.6 The provider must have systems in place to monitor and track learner progress that should be shared with the referrer at least 3 times a year.
- 2.21.7 Patterns of exclusion, whether fixed term or permanent, will be reviewed through the agreed quality assurance process. High levels of exclusion, and/or a lack of appropriate consultation with the referrer, prior to exclusion, may result in a provider being suspended from the provider list and directory. Where any remedial action has proved unsuccessful in terms of reducing the number of provider exclusions, this may result in the provider's removal from the approved list and directory.

## **2.22 VIRTUAL LEARNING**

- 2.22.1 The Kingsmead School or any individual referrer, must agree on specific reporting expectations, before commissioning any piece of work with a Virtual Learning (VL) provider. A VL provider must clearly be able to evidence the ability to report on the following areas:
- Daily attendance
  - Weekly reports
  - Termly reports
- 2.22.2 Any other reporting procedures, paperwork and systems, as prescribed by The Kingsmead School, or individual referrer, and not agreed in line with section 2.13, will remain and must be completed accurately, in full and returned within the deadlines prescribed by the Kingsmead School.
- 2.22.3 VL providers may not typically offer a 2.5 hour session therefore lesson times must be clearly outlined with the referrer. Daily attendance must be recorded according to DfE guidelines, and have consideration for first day response arrangements.
- 2.22.4 VL providers must be able to provide evidence of lesson observations and any policy that governs this. Alternatively, a VL provider must fit within The Kingsmead School, or individual referrer, lesson observation cycles – see 2.13.5
- 2.22.5 In the absence of a physical learning environment, 2.13.6 will not apply. Instead, a quality assessment based on the online service and communications will be carried out annually. If any part of the quality assessment is deemed insufficient or a concern, then further action maybe required or a supportive package may be put in place.
- 2.22.6 Evidence needs to be provided in detail, of a robust monitoring of teaching and learning.
- 2.22.7 VL providers need to consider online safety procedures and provide evidence of a clear policy that includes monitoring and filtering and also protects children from the 3 areas of risk highlighted in KCSIE (current version); Content, Contact and Conduct.
- 2.22.8 VL providers may not have a physical environment and therefore 2.18 Health & Safety may not always apply. However, evidence of consideration for Health and Safety (Display Screen Equipment – DSE) regulations 1992, may be requested by Kingsmead School.

2.22.9 VL providers must clearly identify any resource requirements for curriculum access to the programmes offered, this may include software or hardware. Where additional costs are incurred due to the resources required this must be clearly outlined during the mini competition process.

## **2.23 SEN AND THERAPEUTIC, SENSORY AND HOLISTIC TREATMENT SERVICES**

2.23.1 Kingsmead School, or an individual referrer, must agree on specific reporting and delivery expectations before any work is commissioned with an SEN or therapeutic provider.

2.23.2 An SEN or therapeutic provider must be able to evidence that they can provide:

- Attendance information as required by the referrer
- Suitable facilities for the provision of the services or agreed arrangements around using a different venue
- A procedure to manage confidentiality and information sharing when attending referral/statutory meetings, liaison with school, home or other agencies at regular intervals pertinent to the needs of the student
- A clear procedure agreed with The Kingsmead School, or an individual referrer, for referral, assessment tools, reports, delivery (to include timings) and evaluation.

2.23.3 SEN and Therapeutic providers need to evidence that staff have a clinical qualification and registration with an appropriate professional body, where this is relevant to the services offered.

2.23.4 Therapeutic providers will need to ensure and evidence that all therapists have regular and on-going formal supervision/consultative support for their work in accordance with professional clinical requirements.

2.23.5 SEN and Therapeutic providers will need to evidence a commitment to developing their staff through continued professional development, this will be monitored as part of ongoing quality assurance.

2.23.6 Appointment times will depend on the needs of the client group, the expectations of the type of SEN session or therapy, and the practical considerations for managing the work. Specific timings will be agreed by the referrer and the SEN or therapeutic providers

## **2.24 SOCIAL VALUE**

During any mini-competition process providers may be asked to demonstrate how they will make certain any contract award will ensure community benefits, benefit the Derby Economy and have a positive Social Value impact for the city of Derby.

This may include, for example, local recruitment of staff, training and volunteer opportunities, links with Derby schools, colleges, Derby University, and use of the local supply chain.



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

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

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

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

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

### **SECTION 3 - PAYMENT DETAILS**

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

No Invoices will be accepted from any Service Provider without an official written order from us and the order number in full being quoted on all invoices

Electronic copies of invoices should be submitted:

- o Monthly in arrears
- o in UK Pounds Sterling
- o accompanied by a full breakdown of charges relating to the services provided by the Service Provider.

All invoices for The Kingsmead School should be sent to:

[h.buckley@kingsmead.derby.sch.uk](mailto:h.buckley@kingsmead.derby.sch.uk)

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

**Failure to do so may lead to a delay in payment**

All payments will be made by BACS

Invoices must clearly show the value of commissioned places where applicable. Any additional places purchased must be supported by a clear breakdown of costs including dates and number of sessions. Can this be included here as it's important for us to have a clear breakdown and often something providers get wrong and cause lots of additional admin to sort and check!

## **SECTION 4 - FREEDOM OF INFORMATION DISCLOSURE**

### **Freedom of Information Request for Contract Information**

Under the Freedom of Information Act 2000(FOIA) the Council must disclose information it holds unless an exemption applies. This includes information about contract costs, support and maintenance and other associated costs.

Please list in the table referred to below all information in your bid you consider commercially sensitive and which should not be disclosed in response to a FOI request. For all information listed, provide detailed reasons/justification about the 'harm' it would cause to your business if this information was disclosed.

### **The completed template must be returned with your tender submission.**

If the Council receives an FOI request, the FOI Team will take into account any non-disclosure reasons provided to determine whether the information stated:

- (a) is exempt from disclosure under the FOIA or the Environmental Information Regulations; and/or
- (b) is to be disclosed in response to a Request for Information.

### **Commercial Interests Exemption – Reasons/Justifications**

A commercial interest relates to a person's ability to participate competitively in a commercial activity, i.e. the purchase and sale of goods or services. The underlying motive for these transactions is likely to be profit, but this may not necessarily be the case, for example, where a charge for goods or the provision of a service is made simply to cover costs.

### **The Public Interest Test**

The Council is required to carry out public interest test to decide whether information classed as 'commercially sensitive' should be disclosed. This involves weighing up the prejudice (harm) that would be caused by disclosure against the overriding public interest in providing the information - see the Information Commissioner's Office (ICO) [Commercial Interests Guidance No 5](#) for more information.

Please update **Table: FOI** with your non-disclosure reasons/justifications. The FOI Team and the council's Legal Officer will take the information provided into consideration but will have the final say on whether the information requested is disclosed to meet the Council's obligations under the FOIA

**The table can be found electronically in the DPS documentation. This needs to be completed and uploaded with your application to join the DPS.**

## APPENDIX ONE – PERSONAL DATA



TD1241 Alternative  
Education Information

## APPENDIX TWO – SAFEGUARDING POLICIES



Kingsmead  
Safeguarding-Policy-]

## APPENDIX THREE – PLACEMENT ORDER FORMS

Sample documents only.

Forms may be varied dependant on the requirements of each individual call off procedure.



Placement Order  
Form Individual (A) v:



Placement Order  
Form Individual PROV



10.3 Placement  
Order Form Group (C



Placement Order  
Form Group PROVIDE