

Independent Specialist Provision: Provider Application Process

Information and application form for organisations who wish to become a YPLA contracted independent specialist provider for the provision of education and training for learners with learning difficulties and/or disabilities

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Introduction

- 1 This document provides guidance to organisations who wish to become a Young People's Learning Agency (YPLA) contracted independent specialist provider (ISP) for education and training in relation to learners with learning difficulties and/or disabilities (LD/D) who are over compulsory school age, but under 25, and who are subject to a learning difficulty assessment (LDA).
- 2 This guidance is relevant to organisations whose proposed or existing education and training provision is dedicated, in the main, to learners with LD/D (for day and/or residential provision), and who wish to become a YPLA contracted ISP. It sets out the application process, which consists of 5 stages. If an organisation successfully completes all 5 stages and is awarded a YPLA contract, this is not a guarantee of funding. Funding follows the learner and is therefore dependent upon the commissioning decisions of local authorities.
- 3 The YPLA funds provision of education and training commissioned by local authorities. A learner placement may include social care and medical care funded by other agencies under separate contractual arrangements with the ISP. Local authorities are responsible for negotiating funding required from other agencies applicable to a learner placement that is at a YPLA contracted ISP.
- 4 Where young people have a LDA, their home local authority will have identified an organisation, in that LDA, as the provider of suitable education and training provision that is, or may be, actually and realistically available to meet the young person's reasonable education and training needs. It is important that if a provider has been specified in a learner's LDA, or if a provider believes there is a chance that they may be specified in the foreseeable future, those providers should forward an application in relation to being considered to be a YPLA contracted ISP as soon as possible.
- 5 All organisations must agree to be bound by the terms and conditions of the YPLA education and training funding agreement (Contract) and operate in accordance with the YPLA Placement Technical Guidance for ISPs and Placement Information: Learners with Learning Difficulties and/or Disabilities at ISPs.

Statutory Duties

- 6 The YPLA provides funding to ISPs for those learners who are over 16 and under 25 and subject to a LDA. Responsibility for learners with LD/D who are aged 19 and over but under 25, who are not subject to a LDA, and for all learners aged over 25, rests with the Chief Executive of Skills Funding. Providers should approach the Chief Executive to discuss placements at ISPs for these learners.

YPLA

- 7 The YPLA contracts with ISPs on behalf of local authorities and funds ISPs directly in relation to the statutory duty imposed on local authorities.
- 8 It is pursuant to the terms and conditions of the YPLA Contract that funding shall be passed from YPLA to ISPs at the request of the relevant home local authority for a specific learner.

- 9 As set out in section 63 of the Apprenticeship Skills Children and Learning Act 2009 (“ASCL Act”), the YPLA has the power to assess the performance of an ISP’s delivery of education and training and take such assessments into account when making funding decisions. This assessment includes the ongoing consideration of outcomes from Ofsted, Estyn and Care Quality Commission inspection visits and YPLA external assurance and financial monitoring arrangements.

Local Authority

- 10 Section 15ZA of the Education Act 1996, inserted by the Apprenticeships, Skills, Children and Learning Act 2009 (ASCL) places a duty on local authorities to secure enough suitable education and training to meet the reasonable needs of persons who are over compulsory school age but under 25 and are subject to a LDA.
- 11 Where a young person has been the subject of a statement of special educational needs (SEN) and they are leaving school to undertake further education, the local authority has a duty to undertake a LDA.

Eligibility

Schools: YPLA Funded Route

- 12 To be considered for YPLA funding a learner will need to be subject to a LDA. In order to demonstrate that their post 16 or post 19 provision is separate from that of the school, a provider will need to consider the following:
- are there separate budget/finance arrangements in place?
 - are there separate governance, policies and procedures in relation to the proposed ISP provision?
 - is there a Principal and teaching staff, separate to the school provision, qualified to deliver a post-16 education and training curriculum?
 - are the young people subject to a LDA and receiving provision that is separate to that delivered in the school?

Schools: Local Authority Funded Route

- 13 A school may seek to change its site by, for example, increasing the physical capacity or changing the age range to provide for sixth form pupils. In these circumstances and where learners will still be subject to statements of SEN, the school will need to contact their local authority about their proposals. The YPLA can only consider funding learners that are subject to a LDA.

General Further Education (GFE) Colleges

- 14 GFE colleges receive funding allocations from YPLA and contract with the Skills Funding Agency to provide a wide range of funding opportunities for learners with LD/D.

- 15 There are 2 options that a GfE provider may wish to consider if it is seeking to receive funding as an ISP:
- wholly change their incorporation status and become an ISP;
 - become a dual status provider which has a dedicated area for the ISP provision.
- 16 Dual status may only be considered if the college can demonstrate to the YPLA, through the application process, that they have developed a particular disability specialism, or deliver to a learner cohort who in the main would have accessed ISP provision. As a dual status provider it is expected that specialist facilities and staff are available to work with the ISP learners. These learners will be funded via the separate YPLA education and training contract held between ISPs and YPLA. In addition, the provider will need to work with other agencies and funding bodies to enable those elements of the placement that are not education and training to be funded and delivered alongside/as part of the programme.
- 17 The YPLA is currently involved in the Government's plans for reforming funding arrangements for pupils and students with high needs. This will ensure that high needs provision in the school and FE (including ISPs) sectors will be funded on a broadly similar basis (the so-called "place-plus" approach), and that local authorities have a single High Needs Block from which to commission all high needs provision for young people from birth to 25. This may result in the current ISP funding matrix no longer being utilised for placements commencing in 2013/14.

Application Process

- 18 The application process consists of five stages, each undertaken consecutively upon successful completion of the previous stage.
- 19 An organisation will be assessed at each stage of the application process. Written feedback will be provided following completion of each stage and, where relevant, include details of the requirements for progression to the next stage. All five stages must be successfully completed before the YPLA will enter into a Contract with an organisation. If an organisation is unsuccessful at any stage of the process, or if any element of the process is not completed, the application will fail.
- 20 Failure to fully respond to any of the questions posed during the application process may result in the YPLA not proceeding with the application or extending the duration of the application process.
- 21 There is no fixed time for completion of the full process but organisations are encouraged to engage in the process as early as possible.
- 22 If the organisation is unsuccessful in this application and/or does not agree to be bound by the terms and conditions of the YPLA Contract, the YPLA believes that provision at such organisations is not actually and realistically available and, as such, any LDA that continues to specify such provision may be failing to comply with the common law requirements of a LDA, in particular, following the case of R v London Borough of Bromley ex parte Alloway (2008 EWHC 2499).

23 Where an organisation has previously successfully completed all stages of the process but has not received YPLA funding for two consecutive academic years, the provider will be required to successfully complete the application process again before consideration can be given to the receipt of YPLA funding.

24 A breakdown of the five stages of the application process is outlined below.

Stage 1: Submission of Application Form

25 Organisations that wish to apply to become an YPLA contracted ISP for the provision of education and training for learners with LD/D, should firstly review and agree to be bound by the terms and conditions of the YPLA Contract (Annex 1).

26 The organisation should complete and submit the application form (Annex 2), to Clare Charlesworth, Young People's Programmes, YPLA, Cheylesmore House, Quinton Road, Coventry, CV1 2WT.

27 The YPLA will aim to acknowledge receipt of the application submission in writing within 7 working days of receipt. If you do not receive a response within 7 working days, please assume that the YPLA has not received your application and contact clare.charlesworth@ypla.gov.uk.

28 Organisations are also required to register on the UK Register of Learning Providers (UKRLP) via www.ukrlp.co.uk and the Bravo Solutions ePortal before undertaking stages 2 and 3 of the application process.

29 The UKRLP is a portal used by government departments, agencies, learners, and employers. Key information about providers can be shared through the portal, and providers are able to update their information in one place.

30 Bravo Solutions ePortal is a tendering system that enables compliance with procedures and ensures that a robust audit trail is in place. Providers are able to maintain an organisational profile that is available to the YPLA.

Stage 2: Due Diligence - Assurance and Financial Monitoring

31 The YPLA acknowledgement letter referred to in paragraph 27, will outline requirements for stages 2 and 3 and request confirmation that the organisation has registered on both Bravo Solutions ePortal and UKRLP.

32 As part of stage 2, the YPLA requires organisations to email a full (not abbreviated) set of their latest annual accounts to lidd@ypla.gov.uk for review by the YPLA External Assurance team.

33 The YPLA External Assurance team will assess the organisation's financial health based on the accounts submitted. Further information may be requested as part of the assessment process.

34 An organisation that has not yet prepared its first set of annual accounts, should submit a costed business plan including, as a minimum:

- Forecast income and expenditure;
- Cash flow forecast;

- Projected balance sheet;
 - Full explanation of assumptions behind figures provided.
- 35 If the information submitted is incomplete and/or the YPLA believes that more recent financial information may be available, the YPLA will contact the organisation to request further information. Failure to submit further information may result in the YPLA notifying the organisation that their application has been unsuccessful.
- 36 Following completion of the financial health assessment, the External Assurance team will make a recommendation about the organisation's financial capacity to deliver the proposed contract. If an organisation successfully completes all 5 stages of the process, a recommended maximum funding limit may be assigned to the YPLA Contract.

Stage 3: YPLA Invitation to Tender (ITT)

- 37 The YPLA will email a copy of the YPLA LLDD specific ITT to the contact email address provided on the application form, once the acknowledgement letter has been posted.
- 38 The ITT captures the type, location and capacity of provision being offered, together with partnership arrangements if appropriate. A copy of the questionnaire is attached for information as Annex 3.
- 39 A organisation will be deemed to be unsuccessful if it cannot demonstrate the following:
- Organisation is inspected under the Registered Home Act 1984 or by the National Care Quality Commission, Commission for Social Care Inspection, Estyn and/or Ofsted;
 - Learners are subject to a LDA;
 - Staff are qualified to undertake the role for which they are employed eg teachers should be qualified to Teacher Learning and Skills status;
 - Accredited provision is available at the organisation;
 - Transition planning in place;
 - Strong links in place with employers.

Stage 4: Organisation Visit

- 40 The YPLA will arrange for an independent consultant (as designated by the YPLA) to visit the organisation with a view to providing an independent review of the organisation to support the YPLA in the final decision made at stage 5 of the application process.
- 41 The visit will include, but is not limited to:

- Meetings with the organisation's chief executive, director or owner and staff responsible for managing and delivering education and training;
- Organisation structure, staffing, policies and procedures;
- Provision type and delivery;
- Accommodation and facilities, including other provision locations and work placements/work experience;
- Availability of resources and equipment; and
- Health and safety and safeguarding arrangements.

Stage 5: Final assessment: Panel Review

- 42 If an organisation has successfully passed stages 1 through to 4 of the application process, the final decision on whether a contract will be let is made by the YPLA. This decision making process is carried out by a panel comprising representatives from across the YPLA including Young People's Programmes, Assurance and Financial Monitoring and Quality and Intervention.
- 43 The panel will review the documentation and evidence from stages 2 to 4 of the application process. It will consider local gaps and trends in provision, and any other relevant information. The home local authority will also be contacted for their local area input.
- 44 Organisations will be contacted in writing to confirm the outcome of the panel review.
- 45 A Contract with the YPLA as an ISP is not a guarantee that future funding will be provided as placements at ISPs are commissioned on an individual basis by local authorities.

Costs of Expressing an Interest and Completing the Application Process

- 46 Organisations will be required to bear all costs associated with completing the application process.

Appeals and Complaints

- 47 The YPLA does not operate a formal appeals process in relation to the ISP application process. Organisations can submit a complaint via the YPLA complaint process. The complainant can submit their complaint by email to complaints@ypla.gov.uk or in writing to:

The Complaint Manager
 Legal and Complaints Shared Service
 Young People's Learning Agency
 Cheylesmore House
 Quinton Road
 Coventry, CV1 2WT

YPLA Contact Details

- 48 If you have any questions about any part of the application process, please contact Clare Charlesworth, Young People's Programme Manager (LLDD), Tel: 024 7682 5612 / E-mail: clare.charlesworth@ypla.gov.uk

YPLA Contract

Please note that the education and training funding agreement (Contract) is subject to revision and the version applicable if successful in their application, may differ from the version below.

(Effective from 11 August 2011, subject to change)

GENERAL TERMS AND CONDITIONS

1 Definitions

- 1.1 “Contract” means the Contract between the above named parties consisting of these General Terms and Conditions, the specification and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by Provider Name (THE PROVIDER) and by the Young People’s Learning Agency (THE YPLA).
- 1.2 “Learner” means any third party including any student, apprentice, trainee or similar to whom THE PROVIDER is required to deliver any of the Provision.
- 1.3 “INSPECTORATES” means the Office for Standards in Education, Children’s Services and Skills (Ofsted); Her Majesty’s Inspectorate for Education and Training in Wales – Estyn; and the Care Quality Commission (CQC).
- 1.4 “Parties” means THE YPLA and THE PROVIDER.
- 1.5 The Data Service means the Further Education (FE) Data Service administered by the Chief Executive of Skills Funding.
- 1.6 The Information Authority means The Information Authority administered by the Chief Executive of Skills Funding.
- 1.7 “Premises” means the location where the contracted provision is to be delivered, as detailed in the Contract.
- 1.8 “Provision” means the education and training, and funded health, social care and medical support delivered in accordance with this Contract and as outlined within the Annex 6 T-G along with any separately commissioned health, social care and medical support.
- 1.9 “Specification” means the documents setting out THE YPLA’S requirements for the Provision to be provided under this Contract.
- 1.10 “Local Authority” means the learner home Local Authority, within which their permanent residence is situated.

2 Commencement and Continuation

- 2.1 The Contract shall commence on the date on which the Provider commences delivery of the Provision under this Contract as provided in Schedule 1 and shall finish on the date on which the delivery of the Provision ceases as provided for in Schedule 1 or as otherwise provided in the Contract.

3 Contract Manager

- 3.1 For the purpose of managing the Contract both Parties shall appoint a Contract Manager and shall notify the other Party in writing of the name of the Contract Manager.
- 3.2 THE PROVIDER's Contract Manager shall co-operate with THE YPLA's Contract Manager to ensure that the Provision is delivered as specified in the Contract; that the quality of Provision is maintained to the required performance levels and that management and other information is provided to THE YPLA as specified.
- 3.3 THE PROVIDER shall promptly comply with all reasonable requests or directions of THE YPLA's Contract Manager.

4 Transfer of Rights and Liabilities

- 4.1 The Schools White Paper, The Importance of Teaching, sets out the Government's intention to replace THE YPLA and set up a new Education Funding Agency (EFA) as an executive agency of the Department for Education (DfE) with responsibility for the direct funding of the growing number of Academies and Free Schools and all 16-19 provision, and provision for 19-25 learners with learning difficulties and/or disabilities who are subject to a learning difficulty assessment (LDA).
- 4.2 Subject to the passage of the Education Bill, THE YPLA will be dissolved in April 2012. The resultant legislation from the Education Bill will provide for THE YPLA's rights and liabilities to transfer to the Secretary of State or any other person or body, such as the EFA or its Chief Executive, specified in a Property Transfer Order made by the Secretary of State

5 The Provider's Obligations and Consent to Publication

- 5.1 THE PROVIDER shall deliver the Provision with reasonable skill, care and diligence, and in accordance with the Contract.
- 5.2 THE PROVIDER shall be solely responsible in every way for its employees, agents, associates, and sub-contracted provider(s).
- 5.3 THE YPLA reserves the right to share information about THE PROVIDER's performance under this Contract with the DfE and any other government department or other public body.

- 5.4 The Government has set out the need for greater transparency of public data and its commitment to hold public bodies to account over the use of public funds.
- 5.5 In compliance with the Cabinet Office's transparency agenda THE YPLA is required to publish information about any payments made to THE PROVIDER under this Contract. Published information shall specifically exclude publication of bank account number and sort code.

6 Assignment and Sub-Contracting

- 6.1 Where THE PROVIDER assigns or sub-contracts any duties or obligations arising out of this Contract THE PROVIDER will give Notice in writing to THE YPLA save where the Contract provides that specified arrangements are exempt from the requirement to give Notice under this Clause. Sub-contracting any part of the Contract shall not relieve THE PROVIDER of any obligation or duty attributable under the Contract or these conditions.
- 6.2 Provision under this Contract may only be sub-contracted to one level.
- 6.3 Where THE PROVIDER has sub-contracted any duties or obligations arising out of this Contract, THE PROVIDER shall send copies of the sub-contract to THE YPLA if requested in writing to do so. Where THE PROVIDER enters into a sub-contract for the purpose of performing the Contract, THE PROVIDER shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or THE PROVIDER within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.
- 6.4 In performing its obligations under this Contract THE PROVIDER shall ensure that the awarding of sub-contracts is based on fair and open competition.
- 6.5 THE PROVIDER must notify THE YPLA as soon as possible if there is a change, or proposed change, in its ownership. THE YPLA reserves the right to terminate the Contract if it considers in its absolute discretion that the change in ownership would prejudice THE PROVIDER's ability to deliver the Provision.

7 Freedom of Information and Confidentiality

7.1 Definitions

“Exempt Information” means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to THE PROVIDER, which potentially falls within an exemption to FOIA (as set out therein).

“FOIA” means the Freedom of Information Act 2000 and all regulations made there under from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in this Clause 7; and

“FOIA notice”

means a decision notice, enforcement notice and/or an information notice.

7.2 Freedom of Information

7.2.1 THE PROVIDER acknowledges and agrees that THE YPLA is subject to legal duties under FOIA, which may require THE YPLA to disclose on request information relating to this Contract or otherwise relating to THE PROVIDER;

7.2.2 THE PROVIDER acknowledges and agrees that THE YPLA is required by law to consider each and every request made under FOIA for information;

7.2.3 THE PROVIDER acknowledges and agrees that all decisions made by THE YPLA pursuant to a request under FOIA is solely a matter for and at the discretion of THE YPLA;

7.2.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), THE YPLA shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is exempt information THE YPLA shall use reasonable endeavours (but shall not be obliged) to consult THE PROVIDER and shall not:

- a) confirm or deny that information is held by THE YPLA; or
- b) disclose information requested.

to the extent that in THE YPLA’s opinion the information is eligible in the circumstances for an exemption and therefore THE YPLA may lawfully refrain from doing either of the things described in parts (a) and (b) of this clause.

7.2.5 In relation to information relating to THE PROVIDER or this Contract which THE PROVIDER requests should be exempt under the FOIA THE PROVIDER shall indemnify THE YPLA for any and all costs (including legal fees) incurred by THE YPLA in:

- a) assessing the application of any exemption under FOIA; and/or
- b) responding to any FOIA notice; and/or
- c) lodging any appeal against a decision of the information commissioner in relation to disclosure.

Where such costs are incurred pursuant to efforts by THE YPLA to withhold exempt information following a request from THE PROVIDER;

7.2.6 THE YPLA shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any exempt information or other information

whether relating to this Contract or otherwise relating to THE PROVIDER;

- 7.2.7 THE PROVIDER shall assist THE YPLA as THE YPLA deems reasonably necessary to enable THE YPLA to comply with its obligations under FOIA. Similarly, THE YPLA shall assist THE PROVIDER as reasonably necessary to comply with its obligations under FOIA.

7.3 Confidentiality

- 7.3.1 In order to ensure that no unauthorised person gains access to any confidential information or data obtained and/or processed in the course of the delivery of the provision, THE PROVIDER undertakes to maintain adequate security arrangements that meet the requirements of professional standards, best practice and appropriate legal requirements.
- 7.3.2 THE PROVIDER will notify THE YPLA, within 5 working days, of any breach of security in relation to confidential information and/or data obtained and/or processed in the course of the delivery of the provision. THE PROVIDER will keep a record of such breaches. THE PROVIDER will use its best endeavours to recover such confidential information and/or data however it may be recorded. THE PROVIDER will co-operate with THE YPLA in any investigation that THE YPLA considers necessary to undertake as a result of any breach of security in relation to confidential information and/or data.
- 7.3.3 THE PROVIDER shall, at its own expense, alter any security systems at any time during the period of the Contract at THE YPLA's reasonable request if THE YPLA reasonably believes THE PROVIDER has failed to comply with clause 7.
- 7.3.4 The provisions of this clause 7 will apply for the duration of the Contract and after its termination.

8 Equality of Opportunity and Health and Safety

- 8.1 THE PROVIDER shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof or any other statutory provision relating to discrimination in employment or the delivery of Provision. THE PROVIDER shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of THE PROVIDER and all sub-contracted provider(s) employed in the execution of the Contract.
- 8.2 THE PROVIDER shall comply with all relevant health and safety legislation and Health and Safety Executive (HSE) working regulations and good practice and shall ensure that learning takes place in safe, healthy and supportive environments, which meet the needs of learners. THE PROVIDER shall comply with the detailed requirements in relation to learner health, safety and welfare set out in Schedule 3 to this Contract.

9 Liability

- 9.1 THE PROVIDER shall indemnify and keep indemnified THE YPLA, its servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against THE YPLA, its servants, employees, or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or wilful default of THE PROVIDER its servants or agents in the delivery of the Provision except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of THE YPLA or its servants or agents.
- 9.2 THE PROVIDER warrants to THE YPLA that to the best of its knowledge and belief all works carried out under the Contract will not infringe, in whole or in part, any copyright or any other intellectual property right of any person and agrees to indemnify THE YPLA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such act is, or is alleged to be, an infringement of a third party's copyright or other intellectual property right. This warranty and indemnity shall survive the termination of the Contract and shall exist for the life of the copyright or other intellectual property right.
- 9.3 The liability of THE PROVIDER under this clause shall not exceed twice the value of the Contract or £1,000,000 whichever is the greater save that this limit shall not apply to claims in respect of death or personal injury.

10 Insurance

- 10.1 THE PROVIDER shall maintain at its own cost a policy or policies of insurance to cover the liability of THE PROVIDER in respect of any actual default for which it may become liable to indemnify THE YPLA under this Contract. THE PROVIDER should provide copies of any insurance certificates to THE YPLA including professional indemnity, employers' liability and public liability insurance following a written request from THE YPLA.

11 Limitation of Liability

- 11.1 THE YPLA shall not be liable to THE PROVIDER for any indirect or consequential loss, damage, injury or costs whatsoever.

12 Access and Monitoring

- 12.1 THE YPLA shall give THE PROVIDER reasonable advance notice in writing of proposed visits to THE PROVIDER or its sub-contracted provider(s), to observe the delivery of the Provision, by any person who has taken or will take no direct part in the conduct or content of the Provision.

- 12.2 For assurance, monitoring and evaluation purposes, THE YPLA, Local Authority, or any other authority acting on THE YPLA's behalf in accordance with the principles set out in Part 1 of the Joint Audit Code of Practice or the Secretary of State and his agents, DfE, Department for Business Innovation and Skills, the Department for Work and Pensions, the National Audit Office, Representatives of the European Commission and the European Court of Auditors, the Audit Commission and the INSPECTORATES shall have the right to visit all or any site(s) and view operations relating to the Provision and to inspect relevant documents and interview learners and THE PROVIDER's staff during these visits.
- 12.3 THE PROVIDER shall ensure that it, its sub-contracted provider(s) or agents, permit access at any reasonable time to any of the representatives listed at Clause 12.2 in order to:
- a) examine, audit or take copies of any original or copy documentation, accounts, books and records of THE PROVIDER and its sub-contracted provider(s) that relate to the Contract;
 - b) visit, view or assess the design, management and delivery relating to the Contract at any premises where those operations are carried out (including those of sub-contracted provider(s) and conduct relevant interviews, including interviews with learners, during these visits at any reasonable time;
 - c) carry out examinations into the economy, efficiency and effectiveness with which THE PROVIDER has used THE YPLA's resources in the performance of the Contract.
- 12.4 Where reasonably required, THE PROVIDER and its sub-contracted provider(s) shall provide copies of any relevant documents required by any of the representatives listed at Clause 12.2.
- 12.5 THE PROVIDER shall, if required by any of the representatives stated at Clause 12.2 provide appropriate oral or written explanations.
- 12.6 THE YPLA reserves the right, at any reasonable time, and as it may deem necessary to require THE PROVIDER at its own cost to:
- 12.6.1 provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract;
 - 12.6.2 obtain a report by an independent accountant of THE YPLA's choice on the financial systems and controls operated by THE PROVIDER in respect of payments claimed or received under the Contract;
 - 12.6.3 provide a copy of THE PROVIDER's latest audited Accounts;

- 12.6.4 submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by THE YPLA;
 - 12.6.5 provide any additional evidence to support payments made under this Contract, as THE YPLA shall reasonably require.
- 12.7 THE PROVIDER shall in performing the Service and delivering Provision comply fully with all relevant rules and regulations of THE YPLA in force from time to time especially when on YPLA premises.

13 Payment

- 13.1 In consideration of the Provision to be provided by THE PROVIDER in accordance with this Contract, THE YPLA will make payments to THE PROVIDER in accordance with Schedule 2 of this Contract.
- 13.2 All payments by THE YPLA will be made via BACS, unless otherwise notified, and will be made on the 20th of each month or the next working day.
- 13.3 Payment by THE YPLA shall be without prejudice to any claims or rights, which THE YPLA may have against THE PROVIDER and shall not constitute any admission by THE YPLA as to the performance by THE PROVIDER of its obligations hereunder. Prior to any such payment, THE YPLA shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against THE PROVIDER, arising from this Contract or any other Contract between THE PROVIDER and THE YPLA.
- 13.4 Where THE YPLA or any other authority acting on THE YPLA's behalf in accordance with the principles set out in Part 1 of the Joint Audit Code of Practice carries out a review or audit of a sample of the evidence which THE PROVIDER is required to provide under the Contract to support the payments made by THE YPLA and identifies errors in that evidence which it deems are material, THE YPLA reserves the right to recover from THE PROVIDER an amount based on the error rate identified. Such amount may be recovered by making deductions from future payments due THE PROVIDER under the Contract or any other Contract between the Parties. In all such reviews the decision of THE YPLA is final.

14 Prohibited Activities

- 14.1 THE PROVIDER shall not offer, promise or give, a financial or any other advantage of any kind, to any member, employee or representative of THE YPLA intending the advantage to induce the person to, or reward them for, the improper performance of the relevant function or activity in relation to the obtaining, execution or conduct (including, but not limited to, the agreed Provision) of this or any other Contract with THE YPLA. THE PROVIDER's attention is drawn to the criminal offences set out in the Bribery Act 2010. Any offence by THE PROVIDER, its employees, representatives or anyone associated with THE PROVIDER under the Bribery Act 2010 in relation to this or any other Contract with THE YPLA or Her Majesty's Government shall entitle THE YPLA to terminate the Contract and recover from THE PROVIDER the amount of any loss resulting from such termination and/or to

recover from THE PROVIDER the amount of value of any gift, consideration or commission.

- 14.2 THE PROVIDER shall not enter into any Contract with any political or religious organisation using any funding provided by THE YPLA under this Contract if the effect of that Contract would be to promote a particular political or religious point of view.
- 14.3 THE PROVIDER shall not hold itself out as acting on behalf of THE YPLA without THE YPLA's written permission.

15 Quality Assurance

- 15.1 THE PROVIDER undertakes to THE YPLA that it understands and has the resources and skills necessary to carry out THE PROVIDER's obligations pursuant to this Contract.
- 15.2 THE PROVIDER shall comply with all relevant statutory requirements and the requirements of THE YPLA set out in Minimum Levels of Performance, and observe the most recent guidance, which may from time to time be issued by THE YPLA, INSPECTORATES and awarding bodies of which THE PROVIDER is made aware.
- 15.3 THE PROVIDER shall ensure that all activities carried out pursuant to this Contract shall be documented in accordance with the requirements of THE YPLA and shall provide such documentation to THE YPLA, as THE YPLA shall request from time to time within any reasonable time period specified by the YPLA.
- 15.4 THE PROVIDER shall have in place a rigorous system of quality assurance based on the regular review and assessment of the quality of the provision delivered. THE PROVIDER shall comply with the requirements and observe guidance on the process for review and assessment, which is outlined by THE YPLA within the Placement Technical Guidance for Independent Specialist Providers 2011/12.
- 15.5 THE PROVIDER must be able to demonstrate that it can meet the terms and conditions of the Contract and evidence these arrangements if required to do so.
- 15.6 If requested by THE YPLA, THE PROVIDER will make available to THE YPLA a report on its own assessment of the quality of the Provision provided by THE PROVIDER under this Contract in a form and subject to any other conditions, as from time to time THE YPLA may specify.
- 15.7 THE YPLA will undertake a desk based assessment including analysis of performance against minimum national standards, including financial health and/or control checks performed by THE YPLA or inspection by INSPECTORATES. Where THE YPLA assesses the quality and delivery of the Provision during THE YPLA's business cycle THE PROVIDER will be informed of any action required. THE YPLA may require THE PROVIDER to accept additional conditions of funding relating to the improvement of Provision. Failure to comply with the additional conditions of funding will constitute a breach under clause 18 the Contract.

- 15.8 Where the Provision delivered under this Contract is subject to inspection by INSPECTORATES and the inspection results in the Provision or part thereof being assessed as inadequate or in some other way failing to meet the required standards (either of the INSPECTORATE or THE YPLA) THE YPLA may, in its absolute discretion, take appropriate action including but not limited to, suspension of placement, suspension of funding or termination in respect of the whole provision or that part which is assessed as inadequate or failing to meet the required standard.
- 15.9 Detailed information in relation to raising standards and THE YPLA quality requirements are outlined within Schedule 3 of this Contract.

16 Fraud and Irregularity

- 16.1 THE PROVIDER shall notify THE YPLA immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Contract including, but not limited to, cases of:
- a) collusion with members of the staff of THE YPLA, or employees of the DfE;
 - b) computer fraud;
 - c) the submission to THE YPLA or Data Service of inaccurate, incomplete, misleading or falsified management information;
 - d) fraud involving awarding bodies.

In meeting the requirements of Clause 16, THE YPLA does not require THE PROVIDER to do anything, which may cause it to infringe any law.

- 16.2 Where THE YPLA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Provision under the Contract and payments made hereunder, THE YPLA, and/or its appointed representative shall have the right of access to THE PROVIDER's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records and to interview THE PROVIDER's servants or agents engaged with the delivery of the Provision under the Contract.
- 16.3 Where THE YPLA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the evidencing of, or the delivery of the Provision under the Contract or any other Contract between THE YPLA and THE PROVIDER under which Provision is delivered and payments made thereunder, it shall have the right to suspend payments under this Contract and any other Contract between the Parties.
- 16.4 The Parties shall co-operate in the identification of learners who may be unlawfully claiming benefits. THE YPLA may from time to time brief THE PROVIDER as to the co-operation and assistance it reasonably requires including the Provision of information regarding fraud by learners. THE YPLA Contract Manager should be contacted to confirm a named contact for receiving such information.

16.5 THE PROVIDER shall:

- a) proactively and continuously search for fraudulent activity and report such instances to THE YPLA;
- b) investigate all allegations of both internally and externally suspected fraud or unauthorised access and report them, with their outcomes, to THE YPLA;
- c) provide access to THE YPLA to all relevant information, premises and facilities, and participate in any investigation into fraudulent activity where the activity relates to this CONTRACT.

17 European Funding and Other Sources of Funding

- 17.1 THE PROVIDER must not use the funding paid under this Contract to support bids or claims that will be used to secure funding from any European source, either on its own behalf or on behalf of THE YPLA, including but not limited to match funding, without obtaining consent in writing from THE YPLA, that it may do so (such consent not to be unreasonably withheld).
- 17.2 Where THE PROVIDER or any of its sub-contracted provider(s) has access to other funding streams, THE PROVIDER or any of its sub-contracted provider(s) will be required to demonstrate through accounting, management information systems and any other relevant evidence (at the sole discretion of THE YPLA or any entity undertaking the audit or monitoring), to THE YPLA and any entity set out in clause 12.2 that no double funding has occurred in respect of the Provision delivered under the Contract.
- 17.3 Where THE YPLA identifies double funding in respect of the Provision, or any part thereof, THE PROVIDER will be liable to repay to THE YPLA any sums paid, or part thereof, by THE YPLA in respect of the Provision for which THE PROVIDER has received funding from another source and THE YPLA reserves the right to deduct such sums from any monies owed to THE PROVIDER under the Contract or any subsequent Contract.
- 17.4 THE YPLA reserves the right to use payments made under the Contract as match funding for European Social Fund Co-Financing Projects. Where requested to do so in writing by THE YPLA, THE PROVIDER shall provide such information and in the form as THE YPLA specifies to enable THE YPLA to comply with the requirements of the European Social Fund. THE PROVIDER shall if requested to do so by THE YPLA inform learners or others that the Provision delivered has been financed in whole or part by the European Social Fund. Any failure to provide such information as specified or to provide such information to learners as specified shall constitute a minor breach of contract pursuant to clause 18 of the Contract.

18 Breach

- 18.1 For the purpose of this Clause, the following definitions shall have the meanings set out below:
- 18.2 "Minor Breach" shall mean a delay or non-performance by either Party of its obligations, in part or in full, under the Contract which does not materially,

adversely or substantially affect the performance or delivery of the Provision, in part or in full, or the provision of a safe, healthy and supportive learning environment;

18.3 "Serious Breach" shall mean any breach which adversely, materially and substantially affects the performance or delivery of the Provision, in part or in full, or the Provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by THE PROVIDER that endanger the health or safety of learners would constitute a Serious Breach.

18.4 For the avoidance of doubt:

- a) neither Party shall be liable for any Minor Breach or Serious Breach under this Clause, which occurs as a direct result of any act or omission by the other Party, its staff or agents;
- b) in the event of a breach the party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

Minor Breach

18.5 Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

18.5.1 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period;

18.5.2 If the Party in breach fails to remedy the Minor Breach within the time specified in notice served under clause 18.5.1, or such other period as may subsequently be agreed in writing between the Parties, it shall constitute a Serious Breach by the Party in breach.

Serious Breach

18.6 Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the procedure outlined at 18.7 to 18.9 inclusive.

18.7 The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period.

18.8 In the event that a Serious Breach of the Contract by THE PROVIDER is not, or cannot be, remedied within the period specified in the notice served under clause 18.7, or such other period as may subsequently be agreed in writing between the Parties, THE YPLA may:

- a) require THE PROVIDER to suspend recruitment of learners to the Provision to which the Serious Breach relates;

- b) give consideration to the Serious Breach in its application of lagged learner funding when finalising the amount of funding in any subsequent Contract(s) between the Parties;
- c) reduce, suspend or recover payment to THE PROVIDER in respect of that part of the Provision to which the Serious Breach relates;
- d) terminate, in accordance with clause 19, of the Contract in respect of that part of the Provision to which the Serious Breach relates.

18.9 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with clause 18.9 or such other period as may be agreed in writing between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Provision to which the breach relates with immediate effect on notice in writing to the other Party.

19 Termination

- 19.1 On the occurrence of a Serious Breach THE YPLA shall be entitled to terminate this Contract, in respect of that part of the Provision to which the Serious Breach relates, by notice to THE PROVIDER with immediate effect.
- 19.2 Either Party may terminate this Contract with immediate effect in the event that in the reasonable opinion of the Party wishing to terminate this Contract, the conduct of the other in performing its obligations under this Contract amounts to a fundamental breach of the Contract, which is incapable of remedy.
- 19.3 In addition to the rights of termination under any other clauses of this Contract, either party shall be entitled to terminate this Contract in respect of all or part of the Provision delivered under the Contract by giving to the other not less than three months notice to that effect without the need to give a reason for termination.
- 19.4 Termination under clauses 18 and/or 19 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.
- 19.5 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Provision is of paramount importance. THE PROVIDER shall do its utmost to minimise disruption caused to learners and to assist the implementation of any contingency plan proposed by THE YPLA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 19.6 THE PROVIDER shall upon termination of the Contract immediately deliver up to THE YPLA all correspondence, documents, specification papers and other property belonging to THE YPLA, which may be in its possession or under its control.

20 Transfer of Responsibility on Expiry or Termination

- 20.1 The Parties agree that if upon termination of this Contract or any part of the Provision being delivered under the Contract, circumstances arise in which the

Transfer of Undertakings (Protection of Employment) Regulations 2006 are applicable, the Parties shall in good faith co-operate with each other in the disclosure of information and the Provision of other assistance and comply with the Provisions of Clause 12 in Schedule 3 of the Contract so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the Parties.

- 20.2 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Provision is of paramount importance. THE PROVIDER shall do its utmost to minimise disruption caused to learners and to assist the implementation of any contingency plan proposed by THE YPLA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 20.3 THE PROVIDER shall, at no cost to THE YPLA, promptly provide such assistance and comply with such timetable as THE YPLA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for Provision of the Provision (or its equivalent) upon the expiry or other termination of this Contract. THE PROVIDER shall use all reasonable endeavours' to ensure that its employees and its sub-contracted provider(s) are under a similar obligation. THE YPLA shall be entitled to require the Provision of such assistance both prior to and after the expiry or other termination of this Contract.
- 20.4 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of THE PROVIDER or its sub-contracted provider(s), which relate to performance, quality, monitoring, management and reporting of the Programme, including the documents and data, if any, referred to in the Schedules.
- 20.5 THE PROVIDER undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of THE YPLA to ensure an orderly transfer of responsibility for delivery of the Provision.

21 Force Majeure

- 21.1 Neither party shall be liable for any delay or failure to meet its obligations under this Contract due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the Provision is substantially prevented for a continuous period of 6 months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice with immediate effect to the other.

22 Public Reputations of the Parties/Press Releases

- 22.1 Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 22.2 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the approval of each Party which shall not be unreasonably withheld or delayed.

23 Status of Contract

23.1 Nothing in this Contract shall have the effect of making THE PROVIDER the servant of THE YPLA. THE PROVIDER (if an individual) represents that he/she is regarded by both the Inland Revenue and the Department for Work and Pensions as self employed and accordingly shall indemnify THE YPLA against tax, national insurance contributions or similar imposed for which THE YPLA may be liable in respect of THE PROVIDER by reason of this Contract.

24 Waiver

24.1 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

25 Third Party Rights

25.1 None of the terms of this Contract are intended to be enforceable by any learner or other third party.

26 Notice

26.1 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post by Royal Mail Special Delivery or other fast postal service or by facsimile or other electronic media to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.

26.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee 2 working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or on the day of delivery or where notice is given by facsimile or other electronic media, on the working day following the delivery or transmission provided that a printed report is obtained confirming successful transmission or if the addressee acknowledges receipt. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

27 Governing/Jurisdiction

27.1 This Contract shall be governed by and construed in accordance with English Law.

28 Dispute Resolution

28.1 Any dispute, difference or question arising between the parties either during the term of the Contract or afterwards shall be referred to the relevant YPLA Contract Manager who will nominate a member of staff to lead discussion and review with a nominated representative of THE PROVIDER in order to try to resolve the same.

28.2 In the event of the Contract Managers being unable to resolve the dispute, difference or question, either of the parties may, by written notice to the other party,

refer the matter to a Dispute Resolution Panel (“the Panel”) to attempt to reach a mutually acceptable resolution. The Panel shall be made up of one of THE YPLA’s Territorial Director and a senior representative from THE PROVIDER. The date of reference to the Panel will be agreed by the Panel themselves. The Panel shall meet within 14 days of the date of reference to them and the Panel shall use best endeavours to identify a mutually acceptable resolution.

28.3 In the event of the Dispute Resolution Panel failing to identify a mutually acceptable resolution within 28 days of the date of reference , then any dispute, difference or question arising out of or in connection with this Contract including any question regarding its existence, validity or termination, save for any matter or thing as to which the decision of THE YPLA is under the Contract deemed to be final and conclusive, shall be referred to and finally resolved by arbitration and the Provisions of the Arbitration Act 1996 (or any statutory modification or re-enactment thereof) shall apply to such arbitration.

28.4 The arbitration will be conducted by a sole arbitrator, jointly agreed by THE PROVIDER and THE YPLA. In the event of the parties being unable to agree the identity of the arbitrator within 14 days of the service of the Notice of Arbitration, either THE PROVIDER or THE YPLA may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

28.5 The place of arbitration shall be London, England.

29 Headings

29.1 The headings to conditions shall not affect their interpretation.

30 Entire Contract/Amendments

30.1 The Contract shall comprise the following:

The General Terms and Conditions

Schedule 1 Service Specification

Schedule 2 Finance and Volume

Schedule 3 Special Conditions

Schedule 4 Data Protection and Protection of Personal Data including Sensitive Learner Information

And any other documents (and parts thereof) specified in the Contract and any variations to the Contract.

30.2 This Contract constitutes the entire Contract between the Parties and shall not be varied except by an instrument in writing signed by the Parties.

By signing on page 26 and returning the Contract to the YPLA, you confirm that THE PROVIDER has read and understood the full terms of the Contract, THE PROVIDER agrees to be bound by the full terms and conditions of this Contract, as

defined in clause 30.1 – 30.2 of this Contract and you are duly authorised to sign the Contract and legally bind THE PROVIDER.

Authorised Signatory for and on behalf of **Provider Name**

Signature _____ Position _____
Name (Print).....
Date

Authorised Signatory for and on behalf of THE YPLA

Signature _____ Position _____
Name (Print) _____
Date _____

Schedule 1: Service Specification

Contents

1. Commencement
2. Definitions
3. Placement Technical Guidance for Independent Specialist Providers for 2011/12
4. Provision
5. Contract Objectives
6. Inspection by the INSPECTORATES

1 Commencement

- 1.1 The Services to be provided under this part of the Contract shall commence on 1 September 2011 and shall terminate on 31 July 2012 or as otherwise provided in the Contract.

2 Definitions

- 2.1 "Further Education" for the purpose of the Contract means further education for persons who are over compulsory school age but under 19, or who are aged 19 or over but under 25 and are subject to a learning difficulty assessment ("LDA").
- 2.2 "Individual Learner Schedule" means the document issued to THE PROVIDER in respect of each learner for whom Services are provided under this Contract which sets out the detail of the Provision and is a summary of the agreement between the Local Authority and THE PROVIDER. The Individual Learner Schedule is an auditable document to demonstrate the terms of the funding agreement.
- 2.3 "Annex 6 - TG" means the annex contained within the Placement Technical Guidance for Independent Specialist Providers 2011/12. The Annex 6 - TG sets out the requirements of the agreed programme and placement including, but not limited to, a breakdown of the level of support that is required to be in place for the learner; the agreed and proposed length of the programme(s) to be studied; the duration of the programme; confirmation of whether the placement is day or residential; and the number of weeks to be funded. Once agreed and signed by both THE PROVIDER and Local Authority, the Annex 6 - TG will form part of the Contract and payment terms between THE YPLA, on behalf of the Local Authority, and THE PROVIDER in relation to each individual learner.
- 2.4 "OFSTED" inspect and regulate to achieve excellence in the care of children and young people, and in education and skills for learners of all ages.

Ofsted's core values underpin all its work:

- a) putting children and learners first;
 - b) achieving excellence;
 - c) behaving with integrity; and
 - d) valuing difference and diversity.
- 2.5 "Estyn" is the office of Her Majesty's Chief Inspector of Education and Training in Wales.
- 2.5.1 Estyn's aim is: To raise standards and quality in education and training in Wales through inspection and advice, in support of the Welsh Assembly Government's strategic direction. Estyn inspects schools, colleges, providers of work-based learning, adult and community learning, prisons and other centres of adult learning as set out in current legislation.

- 2.6 “CQC” is the independent regulator of health and adult social care in England. The CQC looks at care services to ensure that people receive improved levels of care:
- a) encouraging improvement across health and adult social care;
 - b) putting people first and standing up for their rights;
 - c) acting quickly to remedy bad practice;
 - d) gathering and using knowledge and expertise, and working with others.

3 Placement Technical Guidance for Independent Specialist Providers for 2011/12

- 3.1 The services to be provided under this part of the Contract is the Provision of further education. The detailed service requirements are set out in the Placement Technical Guidance for Independent Specialist Providers for 2011/12 as amended from time to time by THE YPLA. This guidance sets out the procedures and criteria for the agreement and placement of learners with learning difficulties and/or disabilities at independent specialist providers for the purpose of securing the provision of education and training, and funded health, social care and medical support as outlined within the Annex 6 T-G along with any separately commissioned health, social care and medical support.

4 Provision

- 4.1 The Provision to be delivered under this Contract is the delivery of the Local Authority commissioned learning programmes as set out on Individual Learner Schedule and Annex 6 – TG, which form part of the terms and conditions of this Contract.

5 Contract Objectives

- 5.1 THE PROVIDER will provide the specified Provision to each learner in respect of whom a Individual Learner Schedule has been issued by THE YPLA on behalf of the Local Authority to THE PROVIDER in accordance with the agreed support band (as detailed in the Placement Technical Guidance for Independent Specialist Providers for 2011/12) and in accordance with all the other terms and conditions of the Contract.

6 Inspection by the INSPECTORATES

- 6.1 When THE PROVIDER receives notification from either the CQC, Ofsted or Estyn that their education and/or care provision is to be inspected, and/or following an unannounced visit, THE PROVIDER must inform THE YPLA within 5 working days of such notification and unannounced visit.
- 6.2 THE PROVIDER must share the outcomes of those visits and relevant documentation with THE YPLA Contract Manager within 30 days of the visit.

Schedule 2: Finance and Volume

Contents

- 1 Contract Details
- 2 Funding, Activity and Payment Profiles
- 3 Exceptional Funding
- 4 Payment Process
- 5 Changes and Cancellations
- 6 Financial Information

1 Contract Details

- 1.1 THE PROVIDER shall deliver the specified Provision in accordance with the terms and conditions of this Contract, the Individual Learner Schedule, the Annex 6 – TG, and THE YPLA's Placement Technical Guidance for Independent Specialist Providers 2011/12.

2 Funding, Activity and Payment Profiles

- 2.1 The Individual Learner Schedule for each learner for whom specified Services are provided under this Contract details the support band agreed by the Local Authority for the period 2011/12 academic year for that learner.

- 2.2 Individual Learner Schedules will be issued annually following receipt of completed learner review reports by Local Authorities and confirmation that those reviews are satisfactory as set out in the Placement Technical Guidance for Independent Specialist Providers for 2011/12.

- 2.3 Payments will be made on the basis of the agreed level of funding as determined by the support band identified on the Individual Learner Schedule, and following receipt of a Annex 6 - TG that has been signed by THE PROVIDER and Local Authority. Payments will normally be made in three equal instalments, one in respect of each term attended. THE YPLA may make monthly adjustments to payments as necessary.

- 2.3.1 For continuing learners, payment will be made once THE YPLA has received formal notification in writing from the Local Authority confirming the agreed terms of the placement. If changes have been made to the placement, a Annex 6 – TG will be required by THE YPLA which must be signed by the Local Authority and THE PROVIDER.

3 Exceptional Funding

- 3.1 In accordance with each Local Authority process and where the Local Authority has agreed payments in respect of exceptional funding as defined in the Placement Technical Guidance for Independent Specialist Providers for 2011/12, these will be included in the payments described above.

- 3.2 On behalf of the Local Authority, THE YPLA reserves the right to vary the levels of exceptional funding and will notify The PROVIDER of any variation it intends to make.

- 3.3 As set out in the Placement Technical Guidance for Independent Specialist Providers for 2011/12, exceptional funding requests in excess of £35,000 over the published funding levels outlined in Annex 2 of the Placement Technical Guidance for Independent Specialist Providers for 2011/12 will be subject to further independent national review.

4 Payment Process

- 4.1 All payments will be made via BACS, unless otherwise notified, and will be on the 20th of the month or the next working day.
- 4.2 Under the Provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by THE YPLA/ Local Authority, and the supply by the person providing that education or vocational training, of any goods or provision essential to that provision, is considered to be an exempt supply for VAT purposes.

5 Changes and Cancellations

- 5.1 THE YPLA shall have the right to give THE PROVIDER reasonable notice in writing to change the nature of any services or the Provision covered by the Contract. If THE YPLA exercises this right, THE PROVIDER shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change results in a variation to the payments due under the Contract or in the time required for the performance of the Contract a variation shall be agreed between the parties and set out in writing.
- 5.2 In the event that the Provision under the Contract are not provided by THE PROVIDER in respect of a learner (for whatever reason), THE YPLA shall not be required to make any payments in respect of that learner and shall have the right to recover any payment or overpayment of fees from THE PROVIDER.
- 5.3 In the event that THE PROVIDER is no longer able to provide the Provision in respect of a learner for the following reasons either because the learner:
 - a) is excluded by THE PROVIDER; or
 - b) is absent without leave or good cause,

then, if the event occurs in the first half of a term, THE YPLA shall be responsible for payment of one half of that term's fees in respect of that learner; and if the event occurs in the second half of a term, THE YPLA shall be responsible for payment of that term's full fee in respect of that learner.

- 5.4 In the event that a learner, having been provided with Services under the Contract:
 - a) is unable to remain at THE PROVIDER through sickness or injury, or:
 - b) dies, then:

THE YPLA shall be responsible for the payment for the full term's fees in respect of that learner.

6 Financial Information

- 6.1 THE PROVIDER shall provide to THE YPLA, for each academic year of this Contract in which THE PROVIDER receives funding from THE YPLA, a complete copy of THE PROVIDER'S audited annual financial statement. Such financial statements to be delivered to the YPLA within 6 months of THE PROVIDER'S financial year end and to be forwarded to: Principal Auditor, Young People's Learning Agency, Assurance and Financial Monitoring Team, Cheylesmore House, Quinton Road, Coventry, CV1 2WT.
- 6.2 THE PROVIDER shall keep and maintain until 2 years after the Contract has been completed to the satisfaction of THE YPLA of the hours worked and cost incurred by THE PROVIDER in respect of the learner, and shall on request afford THE YPLA or its representatives such access to those records as may be required by THE YPLA in connection with the Contract. THE PROVIDER shall, if requested, provide a statement to THE YPLA detailing how THE YPLA's payments under this Contract have been applied.
- 6.3 THE YPLA reserves the right to require any claim or management information submitted, or to be submitted, by or on behalf of THE PROVIDER, to be audited by THE YPLA's independent accountant of choice.

Schedule 3: Special Conditions

Contents

1. Equal Opportunities
2. Retention of Documents
3. Intellectual Property Rights
4. Disposal of Assets and Change of Use
5. Raising Standards
6. Specific Learner Incident Reporting Requirements
7. Learner Health, Safety and Welfare
8. Feedback and Complaints
9. Branding and Logos
10. Information, Advice and Guidance
11. Staffing

1 Equal Opportunities

- 1.1 THE PROVIDER will in providing the Provision under this Contract demonstrate that it has had regard to the duties placed on THE YPLA Section 61 of the Apprenticeships, Skills, Children and Learning Act 2009 and relevant equality legislation. Legislation, regulation and policy provide a framework within which THE YPLA will strive to deliver equality of opportunity for all learners, irrespective of their age, race, gender, religion or belief, sexual orientation, whether or not they have a disability or learning difficulty. Provision and services under the Contract should comply with the principles set out in the YPLA Single Equality Scheme. THE PROVIDER will take all reasonable steps to ensure the observance of these terms by all servants, employees or agents of THE PROVIDER and all sub-contracted provider(s) employed in the execution of the Contract.
- 1.2 THE PROVIDER shall ensure that equality of opportunity is built into all aspects of Provision; the business planning process; the self assessment process and that its strategic plan identifies specific, measurable, achievable, realistic and timely (SMART) priorities in this area.
- 1.3 THE PROVIDER shall use analysis of data to inform future planning to improve the participation and success of under represented groups and challenge stereotyping. THE PROVIDER shall use appropriate Equality and Diversity Impact Measures (EDIMs). These will be proportionate, relevant and aligned to the Provision THE PROVIDER has agreed to deliver under the Contract. THE PROVIDER will provide sufficient assurance that it is monitoring progress on these EDIMs and taking action on underperformance.

2 Retention of Documents

- 2.1 THE PROVIDER and its sub-contracted provider(s) shall retain original invoices; management information returns and all other documents necessary to verify the Provision provided by itself or by its sub-contracted provider(s) in relation to this Contract for 6 years after the termination of the Contract, save that where any of the Provision is paid for using monies from the European Social Fund, or where any payments made under this Contract for the Provision have been used as match-funding for a European Social Fund Co-Financing Project, THE PROVIDER will be required to retain documents until 31 December 2022.

3 Intellectual Property Rights

- 3.1 Definitions.

“Background Intellectual Property”

Any Intellectual Property, other than Foreground Intellectual Property, which is used in delivering the Provision or comprises part of the Work;

“Confidential Information”

Includes all designs, drawings, data, specifications and all other technical business and similar information relating to the Provision including all readable or computer or other machine readable data or material and any material relating to or comprising software which may be part of the delivery of the Provision;

“Foreground Intellectual Property”

Is any Intellectual Property that arises or is obtained or developed by, or on behalf of, THE PROVIDER in respect of the Work in the course of or in connection with the delivery of the Provision;

“Intellectual Property”

Is any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- a) any renewals, revisions and extensions created or provided by the laws of any country;
 - b) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and
 - c) the right to apply for registration of any such rights in any country of the world.
- 3.2 In consideration of THE YPLA making the payments set out in Schedule 2 to THE PROVIDER in connection with the Provision, THE PROVIDER hereby grants (and, where relevant, shall procure from any necessary third parties the grant) to THE YPLA a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to license others) of any of THE PROVIDER'S Foreground Intellectual Property that THE YPLA may reasonably require to be able fully to exploit, develop and commercialise the results of the Provision, including, without limitation, the Work.
- 3.3 The Provisions of this Clause shall apply during the continuance of this Contract and after its termination howsoever arising.

4 Disposal of Assets and Change of Use

- 4.1 In respect of Assets whose value exceeds £2,500 including VAT the following terms shall apply.
- 4.2 For the purposes of this section:
- a) 'Asset' shall mean any property, real or personal, tangible or intangible;

- b) an Asset shall be considered to have been financed by THE YPLA if it has been acquired wholly or partly with funds provided by THE YPLA
 - c) the use of any Asset shall be considered to have changed if THE PROVIDER uses it for any purpose other than for the Provision or connected with the delivery of the Provision under the Contract;
 - d) 'the appropriate proportion thereof' shall be the proportion represented by the amount of funding provided by THE YPLA to acquire, develop or improve an asset in relation to the entire price paid for its acquisition, or its market value when its development or improvement have been completed;
 - e) THE PROVIDER would not be expected to inform THE YPLA where, for example, a piece of equipment that has been specifically tailored to meet the needs of a particular learner, is retained by the learner on leaving THE PROVIDER or is transferred for another learner's use. Similarly, where items of capital equipment are purchased using a proportion of payments provided through matrix funding, THE YPLA would not expect to be informed on their subsequent sale. It is only where THE YPLA monies are provided specifically and directly to purchase an asset, and that asset is subsequently disposed of by THE PROVIDER, that THE PROVIDER should inform THE YPLA of that disposal.
 - f) Where THE YPLA retains an interest in those assets and this interest is primarily a financial interest, proportionate to THE YPLA's funding of the asset THE YPLA also reserves an interest in how the asset is disposed and a record of these interests in order to ensure that its interest are not prejudiced as set out in 'Funding Assets for Other Organisations'.
- 4.3 THE PROVIDER shall ensure that any Asset financed by THE YPLA is adequately insured.
- 4.4 THE PROVIDER shall inform THE YPLA if it proposes to dispose of, or change the use of, any Asset that has been financed by THE YPLA.
- 4.5 THE PROVIDER shall not dispose of any Asset financed by monies provided by THE YPLA unless it has first obtained the written consent of THE YPLA to such a disposal.
- 4.6 Where THE PROVIDER disposes of the Asset it shall pay to THE YPLA whichever is the greater either the amount of funding provided by THE YPLA in respect of the Asset or the net proceeds of any disposal of an Asset, or the appropriate proportion thereof, to THE YPLA unless otherwise agreed with THE YPLA.
- 4.7 If THE PROVIDER changes the use of any such Asset it will be treated as a disposal and THE PROVIDER shall make a payment to THE YPLA in accordance with clause 4.6 above.
- 4.8 In the event of THE PROVIDER being taken over, merging or going into liquidation, all Assets financed by THE YPLA, or the equivalent portion of their market value, will become the property of THE YPLA.

4.9 The Provisions of this clause shall apply during the continuance of this Contract and after its termination howsoever arising. THE YPLA shall reserve the right to decide when its interest in Assets financed by THE YPLA under the terms of the Contract shall cease.

5 Raising Standards

5.1 THE PROVIDER shall deliver the provision to an acceptable standard of quality as defined by THE YPLA and shall take reasonable steps to:

5.1.1 minimise drop out rates and deliver high completion and achievement rates, and appropriate progression;

5.1.2 meet the requirements of inspection criteria, as assessed by the INSPECTORATES;

5.1.3 ensure competent and appropriately qualified staff deliver and assess learning;

5.1.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;

5.1.5 provide a safe, healthy and supportive environment, which meets the needs of learners;

5.1.6 provide good management and leadership of the learning process; and

5.1.7 deliver value for money and financial probity; and

5.1.8 ensure all sub-contracted provider(s) delivering Provision under the Contract on behalf of THE PROVIDER comply with requirements set out in 5.1.1 to 5.1.8 above.

5.2 THE PROVIDER shall continuously seek to improve the Provision and raise standards to benefit the learner. The PROVIDER shall have the primary responsibility for improving standards and will need to demonstrate to THE YPLA's satisfaction that it has an effective quality assurance system based on annual self-assessment and the implementation of its own quality improvement process. THE PROVIDER must provide evidenced continuous improvement. Failure to demonstrate improvement in the quality of the Services may result in THE YPLA assessing THE PROVIDER to be at serious risk of failing to deliver the Provision. THE YPLA will share this information with Local Authorities where appropriate.

5.3 THE PROVIDER shall conduct continuous self-assessment of the Provision and may submit their self-assessment reports electronically onto the Provider Gateway. THE PROVIDER may be required to share THE PROVIDER self-assessment report with THE YPLA and/or the INSPECTORATES where appropriate.

- 5.4 If THE YPLA assesses THE PROVIDER to be at serious risk of failure to deliver the Provision under this Contract, THE YPLA may:
- 5.4.1 require THE PROVIDER to meet improvement indicators to improve the quality of its Provision. THE YPLA will meet with THE PROVIDER to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by THE YPLA and in agreement with THE PROVIDER;
 - 5.4.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;
 - 5.4.3 agree arrangements for more frequent monitoring of quality improvement plans;
 - 5.4.4 refer THE PROVIDER to The Learning and Skills Improvement Service (LSIS);
 - 5.4.5 cease funding all or part of the Provision in respect of which planned improvement is not achieved or is at an unacceptable rate;
 - 5.4.6 terminate the Contract in respect of this part of the Provision in the Contract year in which the outcome of any review of performance by THE YPLA judges THE PROVIDER to be at serious risk of failure to deliver the Provision.
- 5.5 If THE YPLA judges that THE PROVIDER is failing to deliver the actions agreed under 5.4.2 above it shall constitute a serious breach under Clause 18 of the General Terms and Conditions of this Contract.
- 5.6 In making any assessment or taking action pursuant to this provision THE YPLA will liaise with relevant Local Authorities where appropriate.
- 5.7 THE YPLA may at its discretion require a programme of support for THE PROVIDER to assist it in taking action to improve the quality of Provision. It is envisaged THE YPLA may liaise with relevant Local Authorities where appropriate.
- 5.8 When THE PROVIDER receives notification from the INSPECTORATES that it's Provision (including leadership and management) are to be inspected, THE PROVIDER shall provide THE YPLA with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the "INSPECTORATES". The YPLA will refer in turn to THE PROVIDER's latest self-assessment report using the Provider Gateway. The YPLA will share this information with Local Authorities where appropriate.
- 5.9 Following any inspection by the INSPECTORATES of the Provision provided under this Contract, THE PROVIDER will set out in writing to THE YPLA how it will develop the strengths and address the areas for improvement identified in the inspection. THE PROVIDER will update and agree with THE YPLA revisions to

any current action plans setting out how it intends to implement its quality improvement actions. The YPLA will share this information with Local Authorities where appropriate.

- 5.10 Where all or any part of the Provision (including leadership and management) delivered under this part of the Contract is assessed by the INSPECTORATES as inadequate, or in some other way failing to meet the required standards (either of the INSPECTORATE or THE YPLA) THE YPLA will regard THE PROVIDER as being at serious risk of failure to deliver the Provision, and the provisions set out at Clause 5.4 may apply. THE YPLA will share this information with Local Authorities where appropriate.
- 5.11 Where appropriate, THE PROVIDER shall confirm in writing to THE YPLA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific National Vocational Qualification titles and levels, including awarding body name(s).
- 5.12 THE PROVIDER shall ensure that appropriately qualified and trained staff will deliver the Provision. THE PROVIDER shall be responsible for the professional development and training of its staff and for meeting any minimum requirements of THE YPLA for the proportion of its staff to be appropriately qualified in particular the THE PROVIDER will ensure that its staff are trained in accordance with the Further Education Teachers Qualification (England) Regulations 2007 and the Further Education Teachers Continuing Professional and Registration (England) Regulations 2007 and UK Qualifications and Skills Team based in LSIS (previously Lifelong Learning UK). THE PROVIDER should ensure that information is recorded so that it can be appropriately audited and made available to THE YPLA at any time.
- 5.13 In respect of the obligations imposed on THE PROVIDER in this clause THE YPLA may share the information with Local Authorities where appropriate.

6 Specific Learner Incident Reporting Requirements

- 6.1 THE PROVIDER shall inform THE YPLA Contract Manager and Local Authority of injuries and diseases to learners within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and fatal road traffic accidents. This shall be done by:
- 6.1.1 in the case of fatal accidents and 'major injuries' (as defined in RIDDOR) - informing THE YPLA Contract Manager and Local Authority by telephone or fax immediately when THE PROVIDER becomes aware of the event;
- 6.1.2 all RIDDOR events - sending to THE YPLA Contract Manager and Local Authority a completed Learner Incident Record Form within 10 days of THE PROVIDER becoming aware of the event;
- 6.1.3 all incidents MUST be reported to THE YPLA Contract Manager and the Local Authority within 72 hours of their occurrence.

- 6.2 THE PROVIDER shall investigate or assess the circumstances of all learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. THE PROVIDER shall only use persons competent to investigate/assess learner incidents with a view to identifying the causes of any incident and lessons to be learned.
- 6.3 THE PROVIDER shall also monitor, and act on, any other harm to learners to the extent that THE PROVIDER could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) other incidents that cause absence from learning, any loss to the learner of any physical or mental faculty or any disfigurement, incidents of bullying and harassment. Such information must be reported to THE YPLA Contract Manager and Local Authority within 72 hours of their occurrence.
- 6.4 THE PROVIDER shall co-operate with THE YPLA and Department for Work and Pensions for the purposes of the Analogous Industrial Injuries Scheme in respect to those learners to which it applies.

7 Learner Health, Safety and Welfare

- 7.1 THE PROVIDER shall co-operate with and provide information to THE YPLA Contract Manager and Local Authority, as requested, to give assurance that adequate arrangements exist for learner health and safety, to enable THE YPLA and Local Authority to review learner incidents, and to assist THE YPLA and Local Authority with regard to its policy on learner health and safety.
- 7.2 THE PROVIDER shall ensure that learning takes place in safe, healthy and supportive environments, which meet the needs of learners, and in doing so shall:
- 7.2.1 operate an effective health and safety management system, which continually seeks to raise standards. THE YPLA will use HSE publication HSG65 'Successful Health and Safety Management' as a benchmark when evaluating the arrangements of THE PROVIDER. Where THE PROVIDER is required to carry out self-assessment of the quality of learning provided, learner health and safety shall be included in accordance with the requirements of THE YPLA and the Common Inspection Framework;
 - 7.2.2 promote good practice and, and in particular, the concept of the 'Safe Learner'. This includes learners, through the quality of their learning, gaining an understanding of health and safety, the identification and control of risk, and developing a set of safe behaviours;
 - 7.2.3 where part of the learning takes place in an environment outside the direct control of THE PROVIDER; for example, with a sub-contracted provider; THE PROVIDER shall make an informed judgement about health and safety suitability prior to learning being delivered with the environment at the sub-contracted provider. To be suitable employers and environments shall at least meet THE YPLA's health and safety procurement standard for learner health and safety. THE

PROVIDER shall periodically review suitability as an integral part of the quality of the learning being delivered.

- 7.2.4 THE PROVIDER shall ensure it has access to persons sufficiently competent in health and safety and the occupational area to meet its obligations in respect of Learner Health Safety and Welfare and in particular to be able to make the informed judgement of health and safety suitability as Clause 7.2.3;
 - 7.2.5 maintain adequate records in relation to learner health and safety including; assessments of environment suitability; agreements or commitments on health and safety with sub-contracted providers; and learners; information relating to harm to learners; and records of assessments, monitoring and reviews of learner health and safety understanding/capabilities;
 - 7.2.6 take account of relevant HSE guidance and other sources of good practice;
 - 7.2.7 ensure learners receive effective and timely information, instruction and training and effective supervision based on an assessment of risk. The environment in which the Provision is delivered should be such that risks have been reduced to the lowest level practicable and;
 - 7.2.8 ensure that learner health and safety understanding and practical capabilities are periodically assessed based on an assessment of risk.
- 7.3 THE PROVIDER shall adopt recruitment processes that comply with the law and will ensure that children and vulnerable adult learners are protected. THE PROVIDER will register with the criminal records bureau where their employees have regular contact with learners and make the appropriate checks to ensure that employment that involves regular contact with young people under the age of 18 or other vulnerable learners is not offered or held by anyone who has been convicted of certain specified offences, or whose name is included on lists of people considered unsuitable for such work held by the DfE and the Department of Health. THE PROVIDER will carry out criminal records bureau checks on all overseas applicants for employment and seek additional information about an applicant's conduct. THE PROVIDER must review their records and be able to demonstrate that they have robust record-keeping procedures through checks on record keeping undertaken.
- 7.4 In working with other organisations/bodies, THE PROVIDER shall make arrangements to co-ordinate and co-operate effectively for reasons of learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 7.5 THE PROVIDER shall, in circumstances where it sub-contracts the management and/or delivery of the Services under this Contract, ensure that Clauses 6 and 7 in respect of Specific Learner Incident Reporting Requirements and Learner Health Safety and Welfare are included in its contract with sub-contracted provider(s).

8 Feedback and Complaints

- 8.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Provision shall rest with THE PROVIDER. THE PROVIDER shall have procedures in place, which are acceptable to THE YPLA, to gather and act upon feedback and complaints from learners and/or their representatives and the wider community.
- 8.2 THE YPLA may issue guidance for THE PROVIDER on dealing with feedback and handling complaints, and will set out the minimum standards expected.
- 8.3 THE PROVIDER shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by THE YPLA.
- 8.4 Where a complaint has not been resolved to the satisfaction of the complainant THE PROVIDER will advise the complainant of his or her right to complain to THE YPLA and co-operate with any investigation carried out by THE YPLA.

9 Branding and logos

- 9.1 The PROVIDER shall when receiving funding from THE YPLA for any programme, meet the requirements of the endorsement branding guidelines, available on THE YPLA's website www.ypla.gov.uk , on all and any promotional materials or activities. This shall include but not be limited to prospectuses, direct mail advertising, TV and radio advertising, merchandising or any other literature or products.
- 9.1.1 The PROVIDER shall be given access to the current YPLA logos and statements, which are to be used. This requirement may include but not subject to the use of Logo's from other co-branding or co-funding participants. Details will be available from THE YPLA's website or THE YPLA Contract Manager; and
- 9.1.2 this access, when granted, shall be limited to the use of the current logos and statements and under no circumstances will THE PROVIDER be allowed to amend or alter the logo on statements, nor use it for anything not covered by this Contract. Failure to comply with the requirements of this Clause shall constitute a serious breach under the Clause 18 of the General Terms and Conditions of this Contract.
- 9.2 THE PROVIDER is required to ensure that all the terms of this Clause 9 shall also apply with sub-contracted providers in carrying out its responsibilities under this Contract.

10 Information, Advice and Guidance

- 10.1 As part of the delivery of the Provision, THE PROVIDER will have to provide high quality and easily accessible information and advice in helping learners to understand the opportunities and support available to them about education, training or connected matters (including employment).

10.1.1 where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, THE PROVIDER will have to have or attain the matrix Standard accreditation within 6 months of the Contract being awarded; and

10.1.2 If the information and advice is embedded as part of the delivery of the Provision, THE PROVIDER should work towards achieving the matrix Standard Accreditation within a reasonable period.

11 Staffing

11.1 THE PROVIDER shall notify THE YPLA in writing on changes in Principal/Owner and any long term absence in relation to the Principal/Owner or other key member of staff, where absence will impact on the learner experience and/or Provision. The written notification should be received by THE YPLA within 7 days of the change being effected or absence commencing.

Schedule 4: Data

Contents

1. Data Protection and Protection of Personal Data including Sensitive Learner Information
2. Data Returns and Final Reconciliation

1 Data Protection and Protection of Personal Learner Data including Sensitive Information

- 1.1 The parties shall ensure that they at all times comply with the terms and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles together with any subsequent re-enactment or amendment thereof in storing and processing personal learner data, and all personal data acquired by either party from the other shall be securely returned to the disclosing party on request. Both parties hereby acknowledge that performance of a duty imposed by the Act shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the other party. The Clause shall not affect THE YPLA's ability to make a search with a credit reference agency.
- 1.2 With respect to the parties' rights and obligations under this Contract the parties agree that THE YPLA is the Data Controller and THE PROVIDER is the Data Processor within the meaning of the Data Protection Act 1998.
- 1.3 THE PROVIDER is required to:
 - 1.3.1 Process personal learner data only in accordance with reasonable instructions from THE YPLA (which may be specific instructions or instructions of a general nature as set out in the Contract or otherwise notified by THE YPLA to THE PROVIDER during the term of the Contract);
 - 1.3.2 Process the personal learner data and sensitive information only to the extent and in such manner as is necessary for the delivery of the Provision or as is required by Law or any Regulatory Body;
 - 1.3.3 Implement appropriate technical and organisational measures to protect the personal learner data and/or sensitive information against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the sensitive nature of the personal data which is to be protected;
 - 1.3.4 Take reasonable steps to ensure any sub-contracted provider(s) or third parties who process data covered by this Contract are aware of the contractual obligations of this Contract, and in addition, understand their obligations imposed by the Data Protection Act 1998 together with any subsequent re-enactment or amendment thereof;
 - 1.3.5 Obtain prior written consent from THE YPLA in order to transfer the personal learner data to any sub-contracted provider(s) or other third parties for the delivery of the Provision;

- 1.3.6 Ensure that all personnel do not publish, disclose or divulge any of the personal learner data to any third party unless directed in writing to do so by THE YPLA;
- 1.3.7 Notify THE YPLA within 5 working days if it receives:
- a) a request from a data subject to have access to learner personal data; or
 - b) a complaint or request relating to THE YPLA's obligations under the Data Protection Legislation.
- 1.3.8 Provide THE YPLA with full co-operation and assistance in relation to any complaint or request made, including by:
- a) providing THE YPLA with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with THE YPLA's instructions;
 - c) providing THE YPLA with any personal learner data THE PROVIDER holds in relation to a data subject (within the timescales required by THE YPLA); and
 - d) providing THE YPLA with any data requested by THE YPLA.
- 1.3.9 Permit THE YPLA or THE YPLA's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit THE PROVIDER's data processing activities (and/or those of its agents, subsidiaries, and sub-contracted provider(s)) and comply with all reasonable requests or directions by THE YPLA to enable THE YPLA to verify and/ or procure that THE PROVIDER is in full compliance with its obligations under this Contract;
- 1.3.10 Not process personal data outside the European Economic Area without the prior written consent of THE YPLA and, where THE YPLA consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data is transferred; and
 - b) any reasonable instructions notified to THE PROVIDER by THE YPLA.

- 1.4 THE PROVIDER will ensure that it and any sub-contracted provider(s) processing the data will have the appropriate technical and organisational measures against unauthorised or unlawful processing of personal learner data and/or sensitive data, and against accidental loss, destruction or damage to the data. These will include, but not be limited to:
- a) appropriate technological and security measures;
 - b) secure physical storage and management of non-electronic data;
 - c) password protected computer systems;
 - d) restricted access to data and taking reasonable steps to ensure the reliability of employees who have access to data;
 - e) appropriate security on external routes into the organisation; for example, internet firewalls and secure dial-in facilities.
- 1.5 In addition the PROVIDER will provide a written description of the technical and organisational methods employed by THE PROVIDER for processing personal learner data and/or sensitive information (when required by THE YPLA); and
- 1.6 The PROVIDER will inform THE YPLA of any potential or actual losses of the personal learner data and/or sensitive information as soon as possible and, in any event, within 3 working days of identification of any potential or actual loss. In addition THE PROVIDER will provide any information relevant to the loss that is reasonably required by the YPLA.
- 1.7 The PROVIDER will notify THE YPLA as soon as possible of any breaches of security which might potentially give rise to a risk to the security of personal learner data and/or sensitive information. In addition THE PROVIDER will provide any information relevant to the breach that is reasonably required by THE YPLA.
- 1.8 THE PROVIDER shall adopt processes that comply with the law and will ensure that all learners with learning difficulties and/or disabilities are protected. THE PROVIDER will ensure that its employees and its sub-contracted provider(s) engaged in delivering Provision which are the subject of this Contract will register with the criminal records bureau where they have access to learners with learning difficulties and/or disabilities and/or data on this vulnerable learner cohort. THE PROVIDER should also treat all personal learner data and/or sensitive information in confidence, ensuring that all relevant learner information is stored securely.

2 Data Returns and Final Reconciliation

- 2.1 THE PROVIDER shall securely transmit/provide data for each part of the Provision and service specified in Schedule 1 and the Placement Technical Guidance for Independent Specialist Providers for 2011/12 to THE YPLA, Local Authority, sub-contracted provider(s) or other third parties involved in the delivery of the Provision in one of the following ways:

- 2.1.1 data is entered or updated via the provider gateway, or alternative online system specified by THE YPLA; or
 - 2.1.2 data is shared via THE YPLA preferred method, electronically, using Winzip encryption as prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2011/12. A password for the data is not provided until confirmation has been received from the recipient that the encrypted data has been received; or
 - 2.1.3 data is sent via Royal Mail Special Delivery (not Recorded Delivery) with notification provided prior to sending the information so that the delivery is expected and confirmation received that there will be someone present to receive the delivery as appropriate or prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2011/12.
- 2.2 THE PROVIDER must agree with THE YPLA, Local Authority, sub-contracted provider(s) or other third parties the data transmission method to be used for each part of the service. Only one of the methods described above, Clause 2.1, can be used to share personal learner data and/or sensitive information. THE YPLA reserves the right to require THE PROVIDER to move to another form of data transmission.
- 2.3 THE PROVIDER must supply to learner Local Authority data on each individual learner, in accordance with the Placement Technical Guidance for Independent Specialist Providers for 2011/12.
- 2.4 THE PROVIDER must supply the Local Authority with data in accordance with the following:
- 2.4.1 in line with THE YPLA agreed assurance arrangements;
 - 2.4.2 in accordance with THE YPLA data transmission and encryption requirements;
 - 2.4.3 in adherence with the Data Protection Act 2008 and related legislation;
 - 2.4.4 to support payments received;
 - 2.4.5 to enable reconciliation to take place as set out in Schedule 2, section 5;
 - 2.4.6 to support the contract management process.
- 2.5 THE YPLA will securely forward an encrypted placement summary report to THE PROVIDER at the beginning of the 2011/12 academic year. The placement summary is for information purposes.

- 2.6 THE PROVIDER shall, where applicable, advise the Local Authority as soon as possible if a learner does not enrol for a place they have accepted, or if they leave before completing the agreed placement.
- 2.7 THE YPLA will annually in the summer term send to THE PROVIDER an attendance reconciliation report securely and with regard to Data Protection and related legislation. THE PROVIDER must check the details contained within the report and return a signed copy of the report highlighting any changes to the YPLA Contract Manager. At this stage final funding reconciliation will take place and any amendments or recovery of payments will be made in accordance with section 13 of the General Terms and Conditions of contract.
- 2.8 Where the Local Authority instructs the YPLA that the actual Provision delivery will result or has already resulted in an overpayment to THE PROVIDER by THE YPLA, THE YPLA will withhold from, or deduct the amount owed from, payments due to THE PROVIDER under the Contract or any other Contract or variation for current or subsequent months or years accordingly.
- 2.9 Where THE PROVIDER'S actual Provision delivery has resulted in an underpayment to THE PROVIDER by THE YPLA, THE YPLA will adjust the amount due to THE PROVIDER accordingly.

Data Service and The Information Authority

- 2.10 THE PROVIDER shall register with the UK Register of Learning Providers (UKRLP) and maintain contact details to ensure they are up to date on an on-going basis via the UKRLP website www.ukrlp.co.uk
- 2.11 THE PROVIDER must supply to the Data Service, data about learners in accordance with the data collection arrangements governed by The Information Authority. This includes data about each individual learner, as set out in the 'Specification of the Individualised Learner Record For 2011/12' and 'Learner Responsive Provider Support Manual for 2011/12' which are published on The Information Authority's website www.theia.org.uk
- 2.12 THE PROVIDER shall securely transmit data for each part of the Provision and services specified in Schedule 1 to the Data Service electronically in a batch file specified by the Data Service set out in the 'Specification of the Individualised Learner Record For 2011/12' .
- 2.13 Data collected must be securely transmitted to the Data Service through the Data Service's web portal <http://providers.Learning and Skills Council.gov.uk> Access to the Data Service's web portal is restricted and THE PROVIDER agrees to comply with the conditions of use regarding the supply of data to the Data Service.
- 2.14 In circumstances where no data has been added or updated for a given collection period THE PROVIDER must inform the Data Service of a 'Nil Return' through the Data Service's web portal.
- 2.15 THE PROVIDER must ensure that data is received by the Data Service in accordance with the data collection schedule as published by The Information Authority. THE PROVIDER should also refer to The Information Authority website

and the Data Service website www.thedataservice.org.uk for additional data guidance and information.

- 2.16 THE YPLA reserves the right to require THE PROVIDER, at its own cost, to carry out such work as THE YPLA deems necessary to improve the quality of data.
- 2.17 THE YPLA reserves the right to suspend payments to THE PROVIDER under the Contract where data quality gives rise to concern about the accuracy of the data provided by THE PROVIDER.
- 2.18 Failure to transmit complete and accurate data to the Data Service in accordance with Clause 2.5 above will constitute a Serious Breach of Contract in accordance with Clause 18 of the General Terms and Conditions of the Contract.
- 2.19 THE PROVIDER must submit a data return to THE YPLA for learners on placement during 2011/12 academic year to meet the following Individual Learner Responsive (ILR) deadlines:
- ILR – R04: 6 December 2011
 - ILR – R06: 6 February 2012
 - ILR – R11: 8 June 2012
 - ILR – R14: 3 September 2012
 - ILR – R15: 16 November 2012
- 2.20 In relation to learners on placement during 2010/11 academic year, THE PROVIDER will submit ILR returns to meet the following deadlines:
- ILR – 04: 5 September 2011;
 - ILR – 05: 21 November 2011.
- 2.21 ILR deadlines are managed by The Information Authority and are subject to change from the dates detailed above. THE PROVIDER is responsible for checking for amendments to the dates specified above ILR return deadlines via The Information Authority website.



Young People's Learning Agency

Annex 2

YPLA Independent Specialist Provider Application Form

1. ORGANISATION DETAILS

Please complete in BLOCK CAPITALS

Contracting Name (Legal Entity):	Legal Status of Organisation <i>Please select 1 option</i>
Registered Office Address:	Further Education College* <input type="checkbox"/>
	Independent Training Provider <input type="checkbox"/>
Postcode:	School Post-16* <input type="checkbox"/>
	School Post-19* <input type="checkbox"/>
Company Registered Number:	Other please specify below <input type="checkbox"/>
Trading Name (if applicable):	_____
	<i>* Please refer to eligibility on page XX</i>
Trading Address:	
Postcode:	

2. PRIMARY CONTACT IN TERMS OF APPLICATION

Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Other
First name:	Surname:				
Direct Telephone Number:	Business Email Address:				
Organisation Website Address:					

Principal/Head of Provider Details if different from above contact

Title: Mr Mrs Miss Ms Other

First name: _____ Surname: _____

Position held in Organisation: _____

Direct Telephone Number: _____ Business Email Address: _____

Based: Legal Address Trading Address

3. BACKGROUND INFORMATION

1. Why is your organisation applying to become an independent specialist provider?

2. Which local authorities have you been in contact with in terms of this application?

3. Do you agree that the YPLA can contact these local authorities to discuss this application?

Yes No

3. BACKGROUND INFORMATION CONTINUED

If yes, please provide contact name, telephone number and email address:

4. Has your organisation been cited on a Learning Difficulty Assessment?

Yes No

If yes, have a start date for a learner been proposed? If yes, please confirm start date:

Yes No Start Date: _____

If no, do you have a realistic expectation of being cited on a Learning Difficulty Assessment?

Yes No

4. ORGANISATION INFORMATION

Please provide information relating to the proposed learner cohort:

Acquired brain injury	<input type="checkbox"/>	Autistic Spectrum Disorder	<input type="checkbox"/>	Communication Difficulty	<input type="checkbox"/>
Emotional/ Behavioural	<input type="checkbox"/>	Epilepsy	<input type="checkbox"/>	Hearing Impairment	<input type="checkbox"/>
Medical Condition	<input type="checkbox"/>	Mobility Non-wheelchair user	<input type="checkbox"/>	Mobility Wheelchair user	<input type="checkbox"/>
Moderate Learning Difficulty	<input type="checkbox"/>	Profound and Multiple Learning Difficulty	<input type="checkbox"/>	Severe Learning Difficulty	<input type="checkbox"/>
Visual Impairment	<input type="checkbox"/>	Other please give details:			

Do either the trading or legal organisation currently hold a Skills Funding Agency contract?

Yes No

Please confirm that you are happy for the YPLA to seek information from the Skills Funding Agency in relation to this contract.

Yes No

5. TERMS AND CONDITIONS

I can confirm that [insert Organisation Name] agree to be bound by the terms and conditions of the YPLA education and funding agreement (Contract) as defined within Annex 1, subject to understanding that the Contract may be subject to change.

Signed: Date:

Print Name:

I understand that failure to agree to the above, and the terms set out in Annex 1, will result in the YPLA being unable to consider this application.

Signed: Date:

Print Name:

Please return this completed form to: Clare Charlesworth, Specialist Policy Team, YPLA, Cheylesmore House, Quinton Road, Cheylesmore, Coventry, CV1 2WT

LLDD ITT Questionnaire

Annex 3

	Question	Description	Responses
	NOTE	For the purpose of this Invitation to Tender, a young person is one who is 16 - 25 years old.	
	NOTE	Organisations should be aware that the YPLA will seek corroborative evidence during the evaluation process to support bidders responses. Failure to provide this evidence on request OR if once received it is found to contradict submissions may effect the ultimate outcome of the evaluation process	
1	[LLDD-ECH]: Existing Contract Holders	Do you hold a current contract with the YPLA?	Yes No
2	[LLDD-CC]:Contract (a)	Do you hold or have you held a contract with the YPLA, Skills Funding Agency, LSC or sub-contracted through another provider to deliver provision to learners with learning difficulties and/or disabilities (LLDD) where delivery has commenced within the last 5 years?	Yes No
3	[LLDD-CC]: Contract (a)	Please indicate the size of your most recent contract to deliver LLDD provision either as a provider or sub-contractor:	Not applicable Less than £100k £100,001 - £500,000 £500,001 - £1,000,000 £1,000,001 m - £5,000,000 More than £5,000,000
4	[LLDD-CC]: Provision (a)	Please indicate the number of young people who are currently undertaking education and training at your organisation	Fewer than 25 25 - 50 51 - 100 101 - 250 251 - 500 501 - 1,000 More than 1,000
	[LLDD-CC]: Provision (b)	Please indicate the number of young people who undertook education and training at your organisation 2009/10 academic year	Fewer than 25 25 - 50 51 - 100 101 - 250 251 - 500 501 - 1,000 More than 1,000

5	[LLDD-CC]: Provision (c)	Please indicate the number of young people who completed all of their agreed learning aims in the 2009/10 academic year	Fewer than 25 25 - 50 51 - 100 101 - 250 251 - 500 501 - 1,000 More than 1,000
6	[LLDD-MA]: Main Aim	In the text box provided, please detail what you believe to be the main aim of provision to individuals considered to be LLDD?	TEXT BOX
7	[LLDD-DM]: Delivery Model	Which of the following scenarios best fits the delivery model that your organisation will use for delivering the education and training provision portion of your bid: A. We will deliver all education and training provision using our own staff and premises B. We will deliver more than half of the education and training provision portion of our bid using our own staff and premises and will subcontract the remainder through another provider C. We will deliver less than half of the education and training provision portion of our bid using our own staff and premises and will subcontract the remainder through another provider D. Delivery of the entire education and training provision will be subcontracted	Option Box
8	[LLDD - TYPE] Type of Provision	Please indicate the type of provision you offer? A. Residential and day B. Residential only C. Day only	Option Box
9	LLDD-LC]: Learner Capacity	What is the maximum capacity of your organisation for residential learners funded by the YPLA?	1 - 2 3 - 5 6 - 10 11 -15 16 - 25 26 - 50 51 - 75 76 - 100 101-150 151 - 200 More than 200
10	LLDD-LC]: Learner Capacity	What is the maximum capacity of your organisation for day learners funded by the YPLA?	1 2 - 5 6 - 10 11 -15 16 - 25 26 - 50 51 - 75 76 - 100 101-150 151 - 200 More than 200

11	[LLDD-EL]: Established Links (a)	With which of the following organisations do you have established working links? (Note: The YPLA would expect established links to indicate that you are engaged in regular meetings or have membership on joint working groups/projects/committees) A. Connexions B. Local authorities C. General further education and colleges D. Other providers (not GFE) E. Natspec F. Social Care Services G. Health Authorities H. Children's Trust Partners I. Primary Care Trusts K. Disability Partnership Boards L. 14-19 Partnerships M. Sub Regional Groups N. Other	A. B C. D. E. F. G. H. I. K. L. M. N.
12	[LLDD-EL]: Established Links (b)	Please select which of the following options best describes the links you have in place with employers: A. Dialogue only B. Work placements C. Work experience D. Education and training E. No links in place	A. B. C. D. E
13	[LLDD-EL]: Established links (c)	Please indicate the number of employers with which you have established working links.	None 1 - 2 3 - 5 6 - 10 More than 10
14	[LLDD-GL-D]: Geographic Location - Delivery (a)	Please list the local authority area(s) in which you currently deliver education and training provision (up to 10 can be entered)	Two text Boxes
15	[LLDD-GL-D]: Geographic Location - Delivery (b)	Please list the local authority area(s) where potential learners who may wish to access your education and training provision may live, should your tender be successful (<i>up to 10 can be entered</i>)	Two text Boxes

16	[LLDD-GL-D]: Geographic Location - Delivery (c)	Should your tender be successful, how long would it take for you to be delivering provision in all of the local authority areas you have specified?	Immediately Within 1 month 1 - 2 months 2 - 3 months 3 - 4 months 4 - 6 months More than 6 months
17	[LLDD-D]: Delivery (a)	What provision do you currently offer: A. Entry level qualifications B. Level 1 qualifications C. Level 2 qualifications D. Level 3 qualifications or above E. Non-accredited provision	A B C D E
18	[LLDD-D]: Delivery (b)	In the Text Box provided please indicate the number of learners undertaking each of the following programme levels during the current academic year:[EG A=10,B=5, C=0etc] (Note: it is recognised that learners may be indicated against more than one of the provision options) A. Entry level qualifications B. Level 1 qualifications C. Level 2 qualifications D. Level 3 qualifications or above E. Non accredited provision F. Apprenticeship preparation G. Preparation for independent or semi-independent living	One Text Box only
19	[LLDD-S-D: Sectors - Delivery (a)	What is the provision you propose to offer should you application be successful? Please select all that apply. A. Entry level qualifications B. Level 1 qualifications C. Level 2 qualifications D. Level 3 qualifications or above E. Non-accredited provision F. Apprenticeship preparation G. Preparation for independent or semi-independent living H. Preparation for paid employment or supported paid employment I. Preparation for voluntary or unpaid work J. Preparation to access further education K. Preparation to access higher education	A B C D E F G H I J K

20	[LLDD-S-D]: Sectors - Delivery (b)	Please indicate the organisation area(s) of expertise. Please select all that apply. A. Acquired brain injury B. Asperger syndrome C. Autistic spectrum conditions D. Behavioural disorder E. Communication difficulty F. Emotional disorder G. Epilepsy and associated neurological conditions H. Hearing impairment I. Mental health difficulties J. Mobility difficulty (non-wheelchair users) K. Mobility difficulty (wheelchair user) L. Moderate learning difficulty M. Profound and multiple learning difficulty N. Severe learning difficulty O. Visual Impairment P. Other	A B C D E F G H I J K L M N O P
21	[LLDD-UP]: Unique Provision (a)	If you believe that you offer provision or expertise that no other provider currently offers, please provide brief details of this unique offer. Please note that evidence will be required from NATSPEC, Ofsted, Skill, Estyn, Local Authority or other appropriate organisation to support this statement.	TEXT BOX
22	[LLDD-EC]: Extended Curriculum offer	Do you have a curriculum offer that is available outside working hours such as during evenings and weekends?	Yes No
23	[LLDD-AB]: Awarding Body	Please detail the name of awarding organisation(s) for which you are an approved centre (copies of certificates will be required to support your application)	TEXT BOX
	NOTE	In the following question, 'teachers' means anyone who is responsible for planning and carrying out teaching or learning activities with a learner(s) (will also include assessors who teach) - irrespective of the amount of hours - this could include training or instructing, tutoring, coaching, teaching key skills or functional skills, planning and running inductions and delivering underpinning knowledge	
24	[LLDD-SQ]: Staff Qualification (a)	Please indicate in the Text Box provided the total number of your staff against each category specified below? (eg A=5, B=3 etc) A. Are of Qualified Teacher Learning and Skills status? B. Appropriately qualified to undertake role, but not qualified to Qualified Teacher Learning and Skills status C. Currently studying to gain Qualified Teacher Learning and Skills status or partially qualified D. Not qualified and not studying to become qualified	TEXT BOX
		<i>NOTE: An associate teacher undertakes the same activities as a teacher but does not need to demonstrate an extensive range of knowledge and undertaking. Associate teachers do not implement curriculum development, curriculum innovation or curriculum strategies and may be delivering learning that has been designed by someone else in the full teaching role.</i>	

25	[LLDD-SQ]: Staff Qualification (b)	<p>Please indicate in the Text Box provided the total number of your staff against each category specified below? (eg A=5, B=3 etc)</p> <p>A. Qualified to Associate Teacher Learning and Skills status B. Appropriately qualified to undertake role, but not qualified to Associate Teacher Learning and Skills status C. Currently studying to gain qualified Associate Teacher Learning and Skills status or partially qualified D. Not qualified and not studying to become qualified</p>	TEXT BOX
		<i>NOTE: Therapy staff are those involved in the treatment of physical, mental or social difficulties and/or disabilities, such as a physiotherapist</i>	
26	[LLDD-SQ]: Staff Qualification (c)	<p>Please indicate in the Text Box provided the total number of your staff against each category specified below? (eg A=5, B=3 etc)</p> <p>A. Appropriately qualified to undertake the role for which they are employed B. Studying to become appropriately qualified C. Are not qualified or not studying to become qualified</p>	TEXT BOX
		<i>NOTE: Care staff support/assist learners to perform physical tasks eg washing, dressing, cooking, feeding. In addition, care staff will prevent a learner from hurting themselves including helping a learner to recognise dangerous situations so they are able to live as independently/semi-independently.</i>	
27	[LLDD-SQ]: Staff Qualification (d)	<p>Please indicate in the Text Box provided the total number of your staff against each category specified below? (eg A=5, B=3 etc)</p> <p>A. Appropriately qualified to undertake the role for which they are employed B. Studying to become appropriately qualified for the role for which are employed C. Not qualified or studying to become qualified</p>	TEXT BOX
28	[LLDD-QA]: Required Equipment & Resource	Do you have specialist equipment and resources in place to fully meet the learner needs in the areas of expertise you have identified?	Yes No
29	[LLDD-PD]: Provision Duration (a)	Based on the total number of learners accessing education and training each academic year at your organisation, what is the average length of time the majority of learners on a day placement stay at your organisation to achieve their programme(s)?	
		<p>A. Less than 6 months B. 6 - 12 months C. Between 1 and 2 years D. Between 2 and 3 years E. Between 3 and 4 years F. More than 4 years</p>	A B C D E F

30	[LLDD- PD]: Provision Duration (b)	Based on the total number of learners accessing education and training each academic year at your organisation, what is the average length of time the majority of learners on a residential placement stay at your organisation to achieve their programme(s)? A. Less than 6 months B. 6 - 12 months C. Between 1 and 2 years D. Between 2 and 3 years E. Between 3 and 4 years F. More than 4 years	A B C D E F
31	[LLDD- EDM]: Existing delivery methods (a)	What proportion of therapy is delivered at a location other than that at which the learner spends the majority of their time in education and training?	Less than 25% 26 - 50% 51 - 75% 76 - 100%
32	[LLDD- SO]: Existing services offered (a)	Please indicate the support offered to learners at a location other than that at which the learner spends the majority of their time in learning? Please select all that apply. A. British sign language B. Counselling and pastoral support C. Creche facilities D. Hydrotherapy E. Mentoring F. Multi-sensory facilities G. Physiotherapy H. Speech and language therapy I. Other	A B C D E F G H I
33	[LLDD- SO]: Existing services offered (b)	What other services do you offer at your establishment? Please select all that apply. A. Transport to and from facilities from learners' homes or residential accommodation B. Transport to and from education and training facilities C. Transport to and from other provision D. Transport to and from off-site therapy E. Education and training for adults over 25 F. Leisure activities for adults over 25 G. Other	A B C D E F G
34	[LLDD-St]: Statistics (a)	What was the total number of learners leaving your establishment at the end of last Summer term?	Number
35	[LLDD-St]: Statistics (c)	In the academic year 2009/10 what was the total number of learning aims that were accredited qualifications	Number
		How many learners in academic year 2009/10 had at least one accredited qualification as a learning aim?	Number
		In the academic year 2009/10 how many accredited qualification learning aims were achieved?	Number
		In the academic year 2009/10 what was the total number of learning aims that were non - accredited qualifications	Number

		How many learners in academic year 2009/10 had at least one non - accredited qualification as a learning aim?	Number
		In the academic year 2009/10 how many non - accredited qualification learning aims were achieved?	Number
36	[LLDD-St]: Statistics (d)	What was the total number of learners progressing to other education and training organisations during academic year 2009/10?	Number
37	[LLDD-St]: Statistics (e)	What was the total number of learners progressing to paid employment - 16 hours or more during 2009/10 Academic year?	Number
38	[LLDD-St]: Statistics (f)	What was the total number of learners progressing to paid employment - less than 16 hours or more during academic year 2009/10?	Number
39	[LLDD-St]: Statistics (g)	What was the total number of learners progressing to either independent or semi-independent living during academic year 2009/10?	Number
40	[LLDD-ELP]: Existing Learner Profile (a)	<p>In the Text Box provided please indicate the number of male learners at your organisation in each of the age bands for the current academic year? [EG A=10,B=5, C=0etc]</p> <p>A. Under 16 B. 16-18 years old C. 19-25 years old D. 25 years plus</p>	Text Box
41	[LLDD-ELP]: Existing Learner Profile (b)	<p>In the Text Box provided please indicate the number of female learners at your organisation in each of the age bands for the current academic year? [EG A=10,B=5, C=0etc]</p> <p>A. Under 16 B. 16-18 years old C. 19-25 years old D. 25 years plus</p>	Text Box
42	[LLDD-TG]: Target Group	<p>How many of your current learners are subject to either a learning difficulty assessment or a S139a?</p> <p>A. All learners B. Less than 50% C. More than 50% D. None</p>	A B C D
43	[PFU-6M-LJFS]: Learner Journey First Stage	<p>Which of the following best describes your organisation's approach to delivering Information Advice & Guidance?</p> <p>A. Deliver 100% from our own fully trained staff B. Deliver 75% from our own fully trained staff and subcontract 25% C. Deliver 50% from our own fully trained staff and subcontract 50% D. Deliver 25% from our own fully trained staff and subcontract 75% E. Subcontract 100%</p>	A B C D E

44	[LLDDLJ M]: Learner Journey Monitoring	Which of the following quality systems does your organisation have in place for supporting the learners? Please select all that apply. A - Learner reviews B - Attendance Monitoring C - Annual Self Assessment D - ISO 9000 E - Progress against individual learning plan F - Evaluation of feedback from learners G - IIP H - Matrix - national quality standard I - CPD of staff and support workers J - Curriculum Evaluation K - Success Rate monitoring L - Destination Data Monitoring	A B C D E F G H I J K L
45	LLDD-LP]: Learner Plan	What items do you take into consideration when developing a young person's learning plan? A. S139a/Learning Difficulty Assessment B. Pre-entry assessment C. Learner reviews D. Statement of Education Needs E. School report F. Transition plan G. Social care report H. Views of learners I. Views of parents/guardians J. Other	A B C D E F G H I J
46	[LLDD-LR]: Learner Induction (a)	Do you undertake an induction at the start of a young persons learning programme?	Yes No
47	[LLDD-LR]: Learner Induction (b)	What is the average duration of the learner's induction?	Not applicable One day Two days to a week One week to two weeks Two weeks to four weeks Four weeks to a term
48	[LLDD-LPr]: Learner Progression	Do you track the progression of learners leaving your provision?	Yes No

49	[LLDD-LTP]: Learner Transition planning	At what point within the learner's programme do you plan for transition? A. From the start of the programme B. If learner programme is less than a year – at the end C. Every year of the learner programme D. In the penultimate year of the learner's programme E. In the final year of the learner programme F. No transition planning takes place	A B C D E F
50	[LLDD:PE]: Provision Evaluation	How often do you obtain and analyse feedback from learners, parents, carers and employers? A. Monthly B. Termly C. Every 6 months D. Annually E. Never	A B C D E
51	[LLDD:INSP]: Inspection (a)	Have you been inspected under the Registered Home Act 1984 or by the National Care Standards Commission, Commission for Social Care Inspection, Estyn, or by Ofsted?	Yes No
52	[LLDD:INSP]: Inspection (b)	In the last four years, what was the outcome of your last inspection under the Registered Home Act 1994?	TEXT BOX
53	[LLDD:INSP]: Inspection (d)	What was the outcome of your last inspection by the Commission for Social Care Inspection in the last four years?	TEXT BOX
54	[LLDD:INSP]: Inspection (f)	What was the outcome of your last inspection by Estyn 1994 in the last four years?	TEXT BOX
55	[LLDD-DR]: DfE Registered	Are you or have you been registered with the Department for Education (formally known as Department for Education and Skills and Department for Children, Schools and Education)?	Yes No
56	[LLDD-DR]: DfE Registered	If you are or have been registered with the Department for Education (formally known as Department for Education and Skills and Department for Children, Schools and Education) please give the date of registration and the date at which your registration ceased.	TEXT BOX