



LONDON BOROUGH OF MERTON

COTC Schedule 1 – Specification

Contract No: DN635417

Title: Non-Maintained and Independent
Special Schools (NMISS) Placement
Dynamic Purchasing System (DPS)



Section 1 – LBM Specification

1. Background

London Borough of Merton (LBM or the ‘Authority’) has a statutory responsibility under The Education Act 1996 to provide education for all children and young people (CYP) until the age of 19, or 25 for those with Education, Health and Care Plans (EHC Plans). Associated legislation includes The Children and Families Act 2014, the SEN Code of Practice (2015), the Equality Act 2010 and The Special Educational Needs and Disabilities Regulations 2014.

Independent and Non-Maintained Special School (INMSS) placements form part of the wider Special Educational Needs and Disabilities Integrated Service (SENDIS) and are required to fulfil Merton Council’s statutory responsibility to provide suitable education for all students. They are necessary when there is no suitable provision in the state-funded maintained school sector. INMSS placements in Merton are currently not strategically commissioned and the spend is increasing year on year. There is a need for a compliant route to market to externally purchase INMSS placements in a consistent manner, with mechanisms that enables Merton Council to monitor quality, improve outcomes and ensure placements offer best value for money.

This project is part of the Department for Education (DfE) Safety Valve programme, Action 6 which is aimed at strengthening contracting arrangements with Independent and Non-Maintained Special Schools to manage financial pressures. Through a compliant route to market and rigorous contract monitoring, Merton Council would seek to:

- ensure there is capacity in the local market to provide appropriate placements to meet the needs of its children and young people with an EHCP and reduce its reliance on INMSS placements
- deliver better terms and consistent prices from high cost and volume providers, through improved relationships, strong negotiation, and the enforcement of identified ceiling rates.

Merton Council aims to commission suitable high quality INMSS placements through effective commissioning, robust quality assurance processes and partnership working with key stakeholders.

Strategic Links

The Current SEND Strategy spans the period 2020 – 2023. It includes actions highlighted from a recent SEND Inspection and was developed in consultation with stakeholders including schools and settings, children and young people, NHS Merton CCG and Kids First, the Parent Carer Forum. It is aligned with the Merton Autism Strategy (2018-2024) and incorporates improvements needed following the SEND Inspection.

It aims to increase pupils’ access to local inclusive mainstream education, and to further develop school leaders’ ability to evaluate and improve their support for children with SEND. A simplified transition from children to adults’ services remains a priority as education, health, and social care work to create a seamless pathway, supporting young people through significant changes

The more recent development of a financial recovery plan arising from the Council’s inclusion in the DfE Safety Valve programme, gives emphasis to improving inclusive education practice in Merton Schools, enhancing local specialist provision to meet more complex needs, and reducing reliance on high-cost independent specialist institutions. A pervasive focus on improving outcomes for children with SEND continues, and this is a particular concern relating to those children and young people who travel beyond Merton to attend schools in the private sector.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

Overview

To fulfil its statutory duty, LBM shall commission places with:

- Non-Maintained Special Schools;
- Independent Special Schools;
- Independent Schools; and
- Specialist Post 16 independent colleges.

Scope

This specification shall apply to all education provision, including services related in achieving education outcomes, for those CYP placed with the Provider.

Approach

The Placements shall be commissioned through a Dynamic Purchasing System (DPS) adapted as permitted under the Light Touch Regime.

2. Service Description

Aims

The DPS aims to support the following outcomes:

- Merton's children have the best start in life and families get the right help and support when they need it; and
- every young person in Merton gets the education, skills and experiences they need for a successful future.

Objectives

The Provider shall provide education provision for CYP with EHC Plans as outlined in relevant legislation, this Specification and Section F of the CYP's EHC Plan.

3. Outcomes

3.1 Service Level Outcomes

SERVICE LEVEL OUTCOMES, the Provider shall:	
1	provide a curriculum in line with the appropriate School Standards that meets Section F of the CYPs placed EHC Plans
2	ensure successful transition planning to the next stage of education, training or employment for all CYP
3	monitor all CYP's progress at individual, cohort and whole school level, utilising analysis to inform planning
4	implement a behaviour policy which supports CYP to make good progress and achieve their outcomes
5	Support CYP to be included in their communities and ensure independence skills and preparation for adulthood is embedded in the curriculum
CYP LEVEL OUTCOMES, Providers shall ensure the CYP:	

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

A	make good progress across the curriculum and meet the outcomes set out in Section E of their EHC Plans and be able to demonstrate this progress in measured ways
B	are supported to move onto suitable destinations, guided by CYP preference and ability using detailed and measurable transitions plans
C	develop skills for independence in preparation for adulthood that are identified and progress towards these is measured
D	are provided with the most appropriate timetable which is regularly reviewed with the aim to access the provision on a full-time basis and support the achievement of the EHC Plans goals and targets

3.2 Achieving Outcomes

To achieve the outcomes outlined in 3.1, the Provider shall:

- Fully comply with the Non-Maintained Special School Standards or the Independent School Standards or Ofsted, whichever is applicable based on the Provider's registered school type; and
- Follow national guidance and best practice.

In addition to the above, Providers shall work in partnership with the Authority to:

- ensure the Authority can meet its obligations under the SEN Code of Practice; and
- ensure good value for public money.

Work within the guidance set out by the Authority, within the context of a special school.

Working within the principles that Preparation for Adulthood starts from the earliest years.

Supporting and where appropriate, in consultation with the Authority, leading on multi-agency working to ensure the continued good progress of learners and in the context of transition planning

Ensuring learners attend the provision, with effective provision to ensure high attendance.

Developing positive working relationships with parents and carers so that they are confident in the effectiveness of the educational provision for their child and know that their children are valued and safe.

The Provider shall ensure that it provides the services set out in the Appendix of this Specification.

4. Overview of Current Service

Currently, Placements with NMISS are spot purchased with varying Terms and Conditions, including the National Schools and Colleges Contract.

Performance of NMISS and the outcomes for CYP placed in these settings is widely varied and there lacks clear contract management of these Placements, as well as a lack of guidance and direction for NMISS from LBM.

NMISS Placements have led to significant budget pressures for a number of years and the Authority has a responsibility to ensure good value for public money.

5. Identifying Need and Place Planning

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

LBM shall remain responsible for identifying and assessing need and place planning of the CYP requiring provision under this Agreement.

The spend per annum for INMSS placements has been increasing significantly over the last five years. Merton aims to reduce individual placement costs through baseline analysis, strategic negotiation and standard terms and conditions controlling price increases. The tables below show 2021/22 financial data of Independent Day placements in INMSS year on year.

DAY	Pupil No.	RESIDENTIAL	Pupil No.	ISP	Pupil No.
2016-17	129	2016-17	37	2016-17	28
2017-18	149	2017-18	34	2017-18	40
2018-19	205	2018-19	23	2018-19	37
2019-20	250	2019-20	24	2019-20	41
2020-21	317	2020-21	22	2020-21	41
2021-22	364	2021-22	21	2021-22	40

6. Who The Service is for:

The Service shall be provided for CYP with EHC Plans which LBM has established a need that cannot be met, or for which capacity has been exceeded, within mainstream settings or maintained special schools.

LBM has discretion not to consult with Providers who are neither a Non-Maintained Special Schools nor Section 41 registered.

7. Service Delivery Requirements

As seen in Section 5, there is increasing demand for placements year on year. However, due to the nature of these Placements and individual needs of CYP it is difficult to project volume on a detailed level in advance.

8. Quality Standards

The Provider shall ensure its provision meets minimum quality as set out in relevant legislation, nationally recognised best practice and standards.

The Provider shall work in partnership with parents, the Authority and other agencies in order to support the delivery of the provision and to achieve the outcomes as set out in the CYP's EHC Plan.

The Provider shall ensure Preparation for Adulthood and skills for independence are embedded in all CYP's provision to ensure CYP achieve good outcomes and are suitably prepared for transitions. This shall include planning and preparation such that CYP able to access the most appropriate onward destinations, which may include integration back to mainstream education or maintained special provision.

All Providers should aim to achieve the standards as set out in government guidance for space, including Area guidelines for SEND and alternative provision and provide the Authority with a mitigation plan where these standards cannot be met.

Complaints and comments received by the Provider in relation to the Placement(s) shall be

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS) dealt with in accordance with the Provider's policy and a summary reported to the Authority on a Seasonal Term basis.

Complaints and comments received by the Authority in relation to the Provider and/or the Placement(s) shall be dealt with in accordance with LBM policy, including forwarding relevant queries to the Provider to respond to. The Provider shall provide the Authority all information it may need to respond to a complaint within a timely manner in order to enable the Authority to meet its deadlines set out in its complaints policy.

Providers shall maintain a safeguarding policy which is in line with legislation, including but not limited to Working Together to Safeguard Children 2018, Keeping Children Safe in Education 2021 and Early Years Foundation Stage Statutory Framework 2021, and LBM policy.

Safeguarding concerns shall be dealt with in line with LBM policy, including the Merton Safeguarding Children's Partnership (MSCP) arrangements. Merton Safeguarding Children Partnership is a signatory to the pan-London safeguarding procedures:

- <https://www.londonsafeguardingchildrenprocedures.co.uk/>
- <https://www.mertonscp.org.uk/>
- <https://www.mertonscp.org.uk/working-with-children/managing-allegations-against-adults-who-work-with-children-lado/>

The Provider shall provide the Authority with a copy of its restraint policy, ensure all staff potentially required to restrain CYP are appropriately and sufficiently trained and inform the Authority as soon as possible but no later than 72 hours of the use of restraint on any of the Authority's CYP placed with the Provider.

9. Flexibility

Please see Schedule 2 – Contract Management for Performance monitoring and the Call- Off Terms and Conditions for dispute resolution.

The Fees paid for a student's Placement shall only be used to provide direct education provision for that student, any difference shall be refunded to the Authority.

Specifically, the Fee shall not fund:

- Other CYP's provision;
- Fee deposits
- Education provision not agreed with the Authority;
- Provision not directly related to education provision, for example Health and Social Care costs, unless agreed by LBM in the CYP's Individual Placement Form;
- Activities such as school trips, food/lunches, equipment such as laptops and travel unless clearly stated in the CYP's Individual Placement Form.

This is to ensure the Authority maintains equity across the cohort of CYP for which it is responsible for the education of.

10. Additional Information

TUPE shall not apply.

All providers shall recognise trade unions and shall adhere to the Statutory School Teachers' Pay and Conditions Document (STPCD) to determine their teachers' pay and conditions.

All current Placements made with the Provider shall be transferred to the Call-Off Terms and Conditions on their next Annual Review.

All Providers shall adhere to the relevant legislation and statutory guidance of their type of Provision.

Providers shall be required to work with Social Care and Health professionals in order to ensure a CYP's full needs in their EHC Plans are met.

For children who are eligible for home to school transport through Merton's [school transport policy](#) providers shall be required to work proactively with the Authority to ensure the efficient operation of the service. In particular:

- Travel assistance is limited to the journey from the home address to and from designated school site at the agreed start and finish times of the school day for all children. It is the responsibility of the Provider to arrange care and any transport for the child inside these times, whether for off-site placements or for therapy sessions elsewhere.
- The Authority cannot accommodate interim timetables or dropping off for exam times or anything else inside the control of the Provider. School trips for times beyond the normal school day will be agreed by exception but only with at least 14 days' notice and the council may not be able to do so at all in cases of shared transport unless the change works for all passengers.
- Providers must work proactively with the Authority's home to school transport contractors to ensure the safe transport to and from school and manage pupils effectively to ensure that they are ready for transport at the end of the school day especially for those who have difficulty transitioning.
- Where a pupil is unwell and needs to go home from school during the school day it is the responsibility of the provider to arrange collection by the parent. The Authority will only get involved by exception and will use its discretion in making such decisions.
- Providers should allow home to transport staff to use their toilet facilities when required
- Providers should proactively and upon request provide clear and up to date information to the Authority's transport team including:
 - Clear point of contact for any transport related issues
 - Any Changes agreed must be with Merton Council's Transport team and not directly with transport providers/crews
 - Prompt notification of short notice changes to arrangements – e.g., pupils collected by parent
 - Prompt notification of dates for terms, INSET days, planned events e.g., trips
 - Changes in needs (particularly medical requirements)
 - Any other change or issue that may impact on the council in its home to school transport responsibility

11. Staffing and Training

The Provider's Staff responsible for any part of the CYP's Provision shall hold the relevant qualification(s) or be trained to the appropriate standards required of their relevant profession, including regular CPD. In particular, a Provider must ensure that its staff:

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- have received training and/or achieved the standards or qualifications required to deliver all Provision as set out in CYP's EHC Plans;
- follow a robust safer recruitment and induction programme when joining, with an emphasis on developing understanding of how CYP with SEND experience education settings and learning;
- are informed and trained on the individual needs and presentation of all CYP (Parents/carers and the learner should be included in planning this training);
- are trained in inclusion best practice and implement inclusive education;
- are appropriately trained in handling and restraint where applicable;
- are up to date with safeguarding training and understand and can apply the Provider's safeguarding policy/procedures; and that
- there is a rolling programme of Continual Professional Development, ensuring that staff adopt and implement special educational provision in accordance with best practice and a sound evidence base.

Provision shall always be carried out by an appropriate professional or another staff member whom an appropriate professional has delegated the Provision to with their oversight.

The CYP's education Provision shall always be overseen by a Teacher with Qualified Teacher Status (QTS).

12. Audit and Inspection

Please see the Terms and Conditions for Audit and Inspection requirements and responsibilities.

13. Information Management – Sharing, Systems, Equipment and Software

Providers must adhere to the following legislation, including any amendments or subsequent legislation:

- UK General Data Protection Regulations (UK GDPR);
- Data Protection Act 2018 (DPA 2018);
- Freedom of Information Act 2000; and
- Environmental Information Regulations 2004.

The Authority and Providers will co-operate and shall assist one another in complying with their respective obligations, the rights of data subjects and public access rights under the legislation set out above

The Authority and Providers will share information in accordance with UK GDPR and DPA 2018 and Information Sharing Agreement.

Providers' confidentiality and information security standards must comply with, or be substantially equivalent to, ISO27001 or NHS DSPT.

14. Service Publicity and Information

Providers are required not to advertise or refrain from advertising to CYP and families whose Placement should be made with LBM and/or offering Taster Days, tours, interviews or similar until after LBM has requested the Provider to complete an Expression of Interest (Eoi) or to

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS) consult regarding a CYP. This is to enable LBM to meet its responsibilities under the SEN Code of Practice whilst ensuring equity across its entire cohort of CYP for which it is responsible for education.

Providers cannot use the LBM logo or branding without express consent of an Authorised LBM Officer and must follow LBM's policy on logo use and branding if consent is granted.

15. Performance Measures

Please see DAA Schedule 2 – Contract Management for Performance Measures which apply to all individual Placements.

16. Contract Governance

Please see DAA Schedule 2 – Contract Management for Contract Governance.

17. Contract Management

Please see DAA Schedule 2 – Contract Management.

18. Social Value

Providers are asked to have regard to the economic, social and environmental well-being impact of their Provision and work towards positive outcomes in these areas for the CYP placed within their Provision as well as the wider community where relevant.

19. Contract Period and Payment Terms

The DPS' Agreement Period is made up of an initial five (5) years starting from 3rd April 2023, with a final potential end date of 31st of March 2028. Providers who join the DPS after 3rd April 2023 will be signing the Agreement, and joining the DPS, for the remaining Agreement Term only. Placements are effective from their Commencement Date for their Agreement Period.

For further payment and invoicing terms please see COTC Schedule 3 – Fees Invoicing.

20. Key Risks

The Authority shall keep a risk log and discuss this with Providers at performance review meetings, as well as informing Providers of any significant changes between meetings as appropriate. Providers shall be expected to maintain risk logs as appropriate for their Provision and which the Authority can request a copy of when required.

An initial, summarised risk log pertaining to this Agreement with Providers is as follows:

Risk	Mitigation
Change in legislation	If legislation changes such as to affect the terms of this Agreement, the Change Control Procedure shall be implemented to update the relevant parts of the Agreement to be in line with the updated legislation.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

Fluctuations in demand	LBM are developing better planning tools to be able to plan cohorts and ensure Providers can plan their provision in a sustainable manner.
A Provider being rated as Inadequate or low rating by a regulatory inspectorate body	The Provider shall provide LBM with an Action Plan to address the regulatory inspectorate's concerns. LBM shall not make new placements with the Provider (unless ordered by a Tribunal) until the Provider has been re-inspected by the regulatory inspectorate and attained a rating of Requires Improvement or better.
Safeguarding Concerns	This Agreement details the procedures and policies expected of Providers to minimise this risk and address any arising matters.

21. End of Contract

When the DPS concludes, the Authority may decide to re-procure the Non-Maintained and Independent Special Schools' Placement via the same or a different commissioning model. Providers' performance under this DPS may be considered in the awarding of future agreements.

Placements made under this Agreement shall continue to be governed under this Agreement's terms until the end of the Placement.

All information created and shared under this Agreement will be shared with the Authority at the end of the contract to ensure educational needs of existing placements with the Provider are met in accordance with Schedule 1, or, where applicable, to facilitate the Authority and a new provider meet the educational needs of affected placements.

Information sharing shall be governed by legislation and LBM policy.

22. Definitions

Please see the clause 1, Definitions, in the Call-Off Terms and Conditions which are applicable to this document as well.

Section 2 – Service Description from the National Schools and Colleges Contract

1. Introduction

1.1 Information to be provided by the Provider

The Provider shall make available to the Authority, on request, a current copy of any or all policies/information, including but not limited to:

- (a) Accessibility plan;
- (b) Admission arrangements;
- (c) Assessment policy;
- (d) Behaviour policy including physical restraint procedure if applicable;
- (e) Capability of staff, including vetting checks;
- (f) Careers' guidance;
- (g) Child protection/safeguarding policy and procedures;
- (h) Complaints' procedure;
- (i) Curriculum policy, including independence support/training, Preparation for Adulthood, Early Years Foundation Stage (EYFS) where applicable and wellbeing;
- (j) Data protection policy, including information on protection of biometric data of CYP;
- (k) Equality policy;
- (l) Exclusions policy;
- (m) First aid arrangements;
- (n) Health and safety arrangements;
- (o) Prospectus;
- (p) Register of pupils' admission to the Provider and attendance;
- (q) Relationships education (primary) and relationships and sex education (secondary) or equivalent policies;
- (r) Restraint policy;
- (s) SEND specific policies as appropriate, including medical needs support if applicable;

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- (t) any relevant inspection reports in relation to the Provider produced by any regulatory bodies;
- (u) the Provider's procedures for the involvement of relevant support services;
- (v) details of the Provider's Governance and Development Plan;
- (w) term dates for each academic year;
- (x) evidence that a risk assessment has been carried out in respect of employers' and public liability; a copy to be available on request; and
- (y) a breakdown of costs and services.

1.2 Information to be provided by the Authority

- 1.2.1 The Authority will supply the Provider with all the necessary information before Placement (including a copy of the CYP's SEN or Educational Health and Care plan and any other relevant reports or information available), and where relevant, a Care plan and Personal Education Plan.
- 1.2.2 The Authority will supply named contacts in respect of each CYP and also notify the Provider of its procedures for out of office hours' contact.
- 1.2.3 The Authority will supply the Provider with copies of all relevant correspondence between the Authority and the CYP placed with the Provider and their Parent/carer(s) where appropriate.
- 1.2.4 The Authority will offer the Provider access to any relevant professional advice which it may have available in respect of the care and educational needs of a CYP placed with the Provider.
- 1.2.5 The Authority's Missing from Care Protocol.
- 1.2.6 The Authority's Missing from Education Protocol.
- 1.2.7 Services and Standards to be Provided

2. Specific services and standards to be provided by the Provider

2.1 Meeting Educational needs

The Provider will provide for each CYP:

- 2.1.1 An Individual Education Plan or Personal Education Plan (IEP or PEP) containing targets and timescales within six (6) weeks of admission linked to the provision specified as required in a SEN or EHC Plan.
- 2.1.2 Education and/or Training appropriate to the age, ability, aptitude and special

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)
educational needs of the CYP in accordance with their EHC Plan and taking account of information provided in Annual Reviews.

- 2.1.3 Such further services as are detailed in COTC Schedule 2 – Individual Placement Form and agreed between the Authority and Provider from time to time following detailed assessment of the CYP's specific needs and confirmed in writing by both parties.
- 2.1.4 The Provider will have in place a programme of activities which promote the development of the CYP's social, personal, leisure and life skills and which allows for a positive interaction with the Provider and wider community and family and is appropriate to support the young person in achieving goals/outcomes set out in the SEN or EHC Plan, and in preparing them for adulthood
- 2.1.5 The Provider shall also send to the Authority reports on the progress made by CYP, using an agreed format and at timescales specified by the Authority.

2.2 Meeting Care Standards in residential provision

- 2.2.1 Where residential care is to be provided, accommodation and care will comply with the standards required by all relevant statutes and regulations including provision of a Care Plan written in accordance with the Children Act 1989 - Guidance and Regulations from time to time in force.
- 2.2.2 The Provider will follow recommendations, guidance and practices as may affect the provision of education and care and, where appropriate, in line with the National Residential Contract.

3. Review of a CYP's EHC Plan

- 3.1 Annual Review meetings arranged by the Provider will be planned in consultation with the Authority, CYP, Parent/Carer and others concerned with a CYP's welfare and education. At least 28 days' notice of such meetings will be sent to all concerned, including the Authority. Wherever possible, reviews for different statutory purposes will be arranged in combination or to follow on from one another. The Provider will supply the Authority with all relevant reports at least two (2) weeks before the Annual Review meeting.
- 3.2 The Service provided to a CYP will be reviewed in accordance with the Education Act 1996, SEND Code of Practice (2015) and other DfE Regulations and, where appropriate, the Children Act 1989 (s.26), Guidance & Regulation Volume 4 or 5 as appropriate, and any other relevant legislation and guidance.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- 3.3 The purpose of the Annual Review meeting will be to consider:
- the progress made by the CYP towards their short-term targets and identified outcomes within their EHC Plan, PEP or other relevant documentation as approved by both parties, alongside progress across the wider curriculum;
 - the provision in place to support progress as set out in the Individual Placement Form and Provider's bid; and
 - whether the special educational needs of the CYP have changed, to what extent and whether additional or different special educational provision is required.
- 3.4 Any recommendations/advice revealing a changed need will be considered by the Authority through the Annual Review process, as set out in the SEND Code of Practice (2015) 9.166 – 9.176. The Provider shall be responsible for producing and maintaining a written record of Annual Review meetings, with a copy of the record being sent to the Authority and everyone invited to the meeting within two weeks of the meeting. Following an Annual Review meeting, the Authority will complete the Annual Review process as set out in the SEND Code of Practice.
- The persons involved in such reviews will include the CYP, where appropriate Parent/Carer(s), Provider representative, Care Coordinator and other such persons as the Authority may consider necessary in line with the Children Act 1989, Guidance & Regulations. Normally, at the discretion of the Provider, staff and other professionals and providers who are significantly involved in a CYP's welfare will attend and contribute to reviews.
 - The review in year 9 for the purpose of creating the Transition Plan should include any relevant assessments under the Disabled Persons (Services, Consultation and Representation) Act 1986 and the National Health Service and Community Care Act 1990. Representatives of the relevant Social Services, LEAs, Health Authority and careers guidance be notified of the review and invited to attend, whether or not the young person is in attendance at the provision.
 - The Provider, in consultation with the Authority, will call an emergency review meeting if a Placement has, or appears likely to break down.
- **Exclusion on disciplinary grounds**
 - The Provider shall take all reasonable steps to resolve problems with respect to misconduct on the part of a CYP, in line with their behaviour policy submitted to the Authority, making all reasonable adjustments in relation to the CYP social educational needs or disability.
 - The Provider shall liaise with the Authority at an early stage, before considering the use of formal exclusion procedures.
 - Where the CYP is in Public Care the Provider must abide by the Children Act 1989 (including Care Planning, Placement and Care Review Regulations 2010) as a minimum.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- The exclusion period will be kept to a minimum for any one episode.
- A fixed period exclusion shall not exceed a total of 45 school days in any academic year and the Provider will notify the Authority by telephone at the earliest opportunity and confirm their action in writing within 24 hours. During this period:
 - if residential, the CYP shall be returned home or to placing Authority as appropriate;
 - the Provider will provide work for the CYP to undertake and/or guidance with regard to activities and occupation of time during the period of exclusion;
 - the Provider will convene a meeting at the earliest opportunity (and in all cases within five days) with the Authority. The outcome of this meeting will be a strategy plan to be adopted for the CYP's return;
 - In the case of a Child who is looked after by the Authority the Provider will convene an urgent review meeting to agree the next steps
- In the event of a proposed permanent exclusion the Provider will notify the Authority by telephone immediately, with written confirmation provided within 3 working days. Permanent exclusion of a CYP will not be confirmed until both the Authority and the Parent/Carers have been given an opportunity to attend a meeting with the Provider to discuss the matter within 15 working days. The Provider will take a further five (5) working days to consider their representations and to determine whether the exclusion should be upheld.
- Exclusion is deemed permanent upon expiry of the 20 working day period referred to in clause 4.6 during which the Provider can consider representations and determine whether the exclusion should be upheld, unless before expiry of that period the Provider shall notify the Authority that exclusion is not upheld.

• **Care Arrangements**

- **Contact between CYP and Families**
 - In the case of a residential placement of a CYP who is looked after within the meaning of the Children Acts 1989 & 2004 the Provider will promote contact of agreed frequency/regularity, in line with the CYP's Care Plan, and the Contact with Children Regulations. In the case of every CYP placed by the Authority with the Provider, it will encourage all aspects of Parent/Carer/home-school liaison and name a "Key Worker" for each CYP.
 - A CYP's contact arrangements will be restricted only with the written agreement of the Authority, or if applicable, the courts.
 - Suitable and welcoming facilities for any contact meetings will be made available by the Provider.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- The CYP will have easy access to a telephone and /or other appropriate means of communication and be able to make and receive communications in private wherever possible.
 - Access to a computer and the internet. (This can be a shared computer/device but it must enable safe usage).
 - The Provider will keep the CYP (and Parent/Carers where appropriate) informed of matters relating to the welfare and progress of the CYP and provide them with information regarding the Provider's expectations. copies of relevant Provider policies (e.g. Behaviour); information relating to extra-curricular activities and/or additional services for which the CYP or Parent/Carer may be asked to make a payment as outlined in clause 3.3 of the Agreement (subject to a separate contract between the Parent/Carer and the Provider) details of reporting and visiting arrangements; and copies of the Individual Education Plan/Care Plan.
- **Health Services**
- The Provider, together with the Authority, the local clinical commissioning group and the Parent/Carer shall seek to ensure early identification and appropriate action in the event of a CYP's ill health including, in the case of a residential Placement, provision of appropriate care and treatments as prescribed by an appropriate health professional.
 - The Provider will ensure:
 - that it has and implements a written policy, procedures and operational guidelines to promote the health of Children looked after and which encourages CYP to feel that their health is important;
 - that the Provider ensures that local Health Services are alert to the specific and/or special health needs of the CYP and provide positive support to identify and address any health needs;
 - that staff exercise effective controls over substance abuse, and where appropriate smoking, drinking and sexual behaviour, and provide positive guidance for CYP in relation to these issues;
 - that the Provider implements policies of non-smoking, prevention of substance abuse and of consumption of alcohol which are consistent with the Department of Health's guidance on smoking and alcohol;
 - that all statutory health assessments are carried out within the prescribed period;
 - that records are kept on the CYP's health, treatment, medication and assistance is given to a CYP's social worker where relevant in maintaining a comprehensive record of the CYP's medical history and ongoing healthcare needs;

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- that Parent/Carers and significant others are engaged where possible in promoting the healthcare of the CYP;
 - the vaccination, immunisation and screening provision and hearing are undertaken when appropriate;
 - that where feasible registration with the family GP is maintained. In residential placements, where this is not possible, the CYP are registered with a local GP;
 - that CYP in residential placements have access to and provided with regular dental care;
 - that CYP receive health education in line with government guidance, all Providers should follow the Relationships Education, Relationships and Sex Education (RSE) and Health Education guidance or provide equivalent education;
 - older CYP are consulted and their consent sought for medical examination and treatment;
- The written agreement of the CYP/ Parent/Carer (where appropriate) will be sought for the use of anaesthetics or psychotropic drugs on CYP, other than in life threatening situations, such medication to be administered only in accordance with the advice of fully qualified medical or dental practitioners.
 - All medication will be stored securely and safely handled by staff. Children should not hold or administer drugs/medication unless agreed to at a review/admission meeting or with the expressed consent of the Authority or Parent/Carers. Providers must carry out a detailed individual risk assessment for CYP over the age of 16 who wish to administer/ hold their own drugs/ medication.
- **Drugs and Medication**
 - The Provider will have a policy on the administration of medication.
 - Where staff of the Provider administer medication, and they are not qualified medical staff, the Provider will ensure that they have the appropriate knowledge and training. Records will be kept on the content and dates of course and of attendees.

- **The CYP's Rights and Responsibilities**

- **Rights and Responsibilities**

CYP welfare will be central to all aspects of the Provider's purpose, function, policy and procedure and the Provider will encourage CYP to accept their rights and responsibilities as members of the Provider and wider community. In particular:

- In all aspects of its functioning the Provider will ensure that CYP have every reasonable opportunity to exercise reasonable choice, where appropriate and subject to Care Plan and Review decisions;
- CYP will have the opportunity for privacy. While the Provider must balance this right with supervision for safety there will be no unnecessary intrusion or public attention in relation to the CYP and their affairs;
- The Provider will strive to ensure that the CYP's right to be treated with equality irrespective of age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race – this includes ethnic or national origins, colour or nationality, religion or belief – this includes lack of belief, sex and sexual orientation is respected;
- The Provider will provide for the CYP' individual and culturally appropriate dietary needs through the provision of an appropriate, balanced and nutritionally sound diet using discretion at all times when addressing the needs of a CYP with eating disorders;
- The Provider will encourage residential pupils to furnish their bedrooms with appropriate personal belongings.
- Access to a computer and the internet. (This can be a shared computer/ device but it must enable safe usage and effective studying).

- **Restriction of Rights**

- The Provider will have procedures to record, explain and review decisions which restrict a child's self -determination. Any restriction or sanction to be imposed, e.g. to control extreme behaviour seriously affecting the Child's safety (or that of other Children or staff) will be clearly stated in a CYP's Care Plan in order that staff know what action is permissible.
- The general management of the care of a child with challenging behaviour of whatever age will be discussed with a medical officer, Care Coordinator, family and carers. The CYP or Parent/Carer should be fully consulted about decisions.

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

- **Management Systems**

- **Challenging Behaviour Management**

- The Provider will have and make available its written policies on control and discipline. This will make explicit what are permitted and what are prohibited measures within the Provider, including restrictive physical intervention and physical contact. Staff will be fully aware of these policies and how to apply them in practice.
- Any such policy shall be compatible with the Provider's stated philosophy and, in the case of residential provision, standards for boarding schools and residential special schools such as Residential special schools: national minimum standards, as well as the Children Act 1989: Guidelines and Regulations, Volume 4 or 5 as appropriate.

- **Protection of Children**

- The Provider will have known procedures to deal with incidents where Children are alleged to be abused or exploited. These procedures will be integrated into those agreed by the Merton Children's Safeguarding Partnership (MSCP), in line with the Department of Health's Children Act 1989, Guidance and Regulations, Volume 4 or 5, Residential Care and "Working Together" 2006 especially the information from 6.2 to 6.37 of that document, Working Together to Safeguard Children 2018, Keeping Children Safe in Education 2021 and Early Years Foundation Stage Statutory Framework 2021 and subsequent or associated guidance.
- The Provider will immediately inform the Authority of allegations of ill-treatment or abuse which involve any CYP whom the Authority has placed in the care of the Provider and which fall within the remit of the Merton Safeguarding Children Multi-agency Partnership it will inform other parties as required by those procedures.

- **Absence of Headteacher**

The Provider will inform the Authority in writing four (4) weeks in advance of any planned absence of more than four weeks duration of the Headteacher where this is not part of normal leave arrangements. The arrangements for running the provision which will apply during such absence and those which will apply on the Headteacher's return will ensure that the quality of education or education and care is not adversely affected.

- **Notifications to and from the Authority**

- The Provider agrees to notify the Authority's key contact(s) as soon as possible in any of the following circumstances and is required to notify the Authority:

Without delay and within 24 hours:

Within 48 hours in the event of:

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

Death of a CYP	A Formal complaint being received from the CYP
Serious illness or accident sustained by the CYP	A CYP expresses a wish not to continue with existing 'contact' arrangements
Outbreak of any infectious disease which considered sufficiently serious to be so notified in the opinion of a registered medical practitioner	All holidays granted to a CYP outside academic terms or those extending beyond the 2 weeks that can be given as authorized absence in special circumstances
In residential schools, the Service Provider becomes aware that a CYP/young person who is resident in the School or is about to become resident is a Schedule 1 offender.	Any significant circumstance which affects the Provider's ability to provide the Service to a CYP in accordance with this Agreement.
There is fear for the safety of the CYP whilst in the care of the Service Provider or during family 'contact' periods	
An allegation that a CYP has committed a serious offence, such as: Drug trafficking Slavery People trafficking; (Amended by the Protection of Freedoms Act 2010, Schedule 9, paragraph 142) Firearms offences Prostitution and child sex Armed robbery etc. Money laundering Fraud Offences in relation to public revenue (amended by Taxation (International and Other Provisions) Act 2010, Schedule 7, paragraph 101(2)) Bribery (Amended by the Bribery Act 2010, Schedule 1, paragraph 14) Counterfeiting Blackmail; Computer misuse Environment (as amended by Schedule 22 of the Marine and Coastal Access Act 2009, Part 5, B) Organised Crime	

COTC SCHEDULE 1 - SPECIFICATION

Non-Maintained and Independent Special Schools (NMISS) Placement Dynamic Purchasing System (DPS)

Involvement or suspected involvement of a CYP in prostitution	
Any situation which threatens the CYP's well-being, including self-harm or attempted self-harm	
Serious incident necessitating calling the police to the Provider's premises	
Absence by the child from the provision for any reason unless pre-arranged and agreed with the Authority	
Any serious complaint about the Provider or persons working there, such as a safeguarding or safety concern	
Instigation and outcome of any child protection enquiry involving a child CYP accommodated at the provision	
Referral to the Secretary of State pursuant to section 2(1)(a) of the Protection of Children Act 1999(a) of an individual working at the provision or in line with requirements under Vetting and Barring/ ISA	

N.B. In the case of these circumstances it is possible to contact the Authority's Out of Hours Service via the local Police if necessary.

- **Absence of a CYP without authority**

In the event of a CYP being absent from the Provider's premises without authority for a significant period, determined in relation to the CYP's individual circumstances and age, the Provider will take all actions which would be expected of a reasonable Parent/Carer and will notify Parent/Carers and the Authority in all cases. In the case of a looked after Child, the Provider must follow the advice set out in the purchaser's or any "Missing from Care" protocol.

- **Change of a CYP's Circumstances**

Should the Provider or the Authority feel that a particular CYP's circumstances have changed to the extent that the Provider's provision is no longer suitable or is unable to provide the required standard of Service for that CYP then the Provider will arrange an Annual Review where the Provider and the Authority can discuss this and agree a course of action.

- **Complaints and Representations**

- The Provider shall have a written procedure consistent with legislation and guidance appropriate to the care and education of CYP to enable a CYP and/or their Parent/Carer to make complaints and representations about the Provider and this should be provided to the Authority.
- Prior to Placement, CYP and their Parent/Carers must be given information about the complaints procedure and how it works. This must be in an easily understood and appropriate form. All staff should be familiar with the procedure and know how to assist a CYP and/or their Parent/Carer or other advocate in the making of a complaint or representation.
- The procedure must include provision for the involvement in the investigation of complaints of an appropriately experienced individual or agency such as mediation or Alternative Dispute Resolution (ADR) independent of the day-to-day functioning of the Provider.
- The procedure should allow the involvement of an independent advocate acting on behalf of a CYP or Parent/Carer and the procedure must establish a process of referral to an advocate if the CYP or Parent/Carer wishes, to be funded by the Provider if there are costs involved. If advocacy services are not available a referral may be made back to the Authority.
- The existence of the procedure does not remove a Parent/Carer's or CYP's right of access to the Authority's complaints and representation procedure where they are eligible to do so. Written details of the same and the identity of the Authority's officer to whom applications should be made will be provided by and at the expense of the Authority to all Parent/Carers.