



LONDON BOROUGH OF MERTON

DAA Schedule 2 – Contract Management

Contract No: DN635417

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



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

1. Performance Indicators

- 1.1 From the Effective Date of the DPS Admission Agreement, performance will be measured against the targets outlined below, which may be adjusted in accordance with an individual CYP's Placement as well as considered as an aggregate for Provider's performance. These targets will continue to be reviewed to agree and establish performance targets for the remainder of the Agreement. Over the lifetime of the Agreement, the Authority will work with the Provider to develop further performance indicators and measures as necessary.
- 1.2 Expected Level is the level which Providers are expected to meet and which less (or more) than when recorded according to the monitoring frequency shall represent a failure. The tolerance is a pre-agreed margin that, with explanation or reason, may be accepted by the Authority and not considered a failure.
- 1.3 Levels below (or above) the tolerance may, by exception, also be accepted by the Authority and not considered a failure if there is sufficient explanation or reason and a plan to recover is shared and agreed with the Authority.

Description	Tolerance (Minimum or Maximum)	Expected level	Monitoring Frequency	Additional information
Key Performance Indicators (KPIs)				
CYP attendance (as percentage of agreed expected hours per student if not full time)	>85%	95%	Academic Term	Data to be collected on an individual level and monitored on an individual and total cohort basis.
CYP achieving at least expected progress towards meeting the outcomes set out in their EHC Plan, evidenced through progress through their small step targets, and across the wider curriculum	>90%	100%	Academic Term	
Regulatory inspectorate outcomes	Requires Improvement (RI) or higher	Good	This will be Provided when the Provider joins the DPS, the Provider should notify the Authority as soon as possible of changes and within two weeks of a regulatory inspection result being published	If R.I., the Authority require an action plan to be submitted and more regular communication, if Inadequate stop placing students until LBM deem improvement to be sufficient to achieve R.I.

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Provider arranging, holding and reporting on Annual Review meetings as set out in the SEND Code of Practice 2015 9.173 – 9.176, including completing Annual Reviews within statutory deadline or, for phase transfers, by the dates LBM sets out	100%	100%	Academic Term	
Performance Indicators (PIs)				
CYP on a timetable less than full time (beyond the first six (6) weeks of a placement) – not agreed with LBM	<5%	0%	Academic Term	Include commentary on the % of full-time timetable each CYP is receiving
CYP with onward destinations agreed by the end of the last academic year at phase transfers or when a CYP is ready to transition to their next educational stage	90%	100%	Annually, at end of Term 6	Commentary about appropriateness of destinations to be provided
Number of parental concerns about the quality of educational provision and/or change of placement requests linked to quality of current educational provision	0%	0%	Academic Term	
Measures				
CYP on a timetable less than full time (beyond the first six (6) weeks of a placement) – agreed with LBM	N/A - for info	N/A - for info	Academic Term	Include commentary on the % of full-time timetable each CYP is receiving
CYP on a transition timetable (six (6) weeks or less)	N/A - for info	N/A - for info	Academic Term	
CYP achieving good, or better, progress towards meeting the outcomes set out in their EHC Plan, evidenced through progress through their small step targets, and across the wider	N/A - for info	N/A - for info	Academic Term	

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curriculum				
Exclusions – the percentage of those issued which are formally issued to parents and the Authority	100%	100%	Academic Term	
Where provision to meet the Health and Social Care set out in Sections G and H of the EHC Plan is to be delivered by the Provider is not being provided, the Provider should inform the Authority following one (1) week of this provision not being available or needs not being met	100%	100%	Academic Term	

Other performance considerations

- 1.4 Whilst not quantified in the above table, how far the Provider meets the following shall also be considered as part of performance monitoring with serious concerns considered a failure:
- maintain standards in line with The Education (Independent School Standards) Regulations 2014 or the Non-Maintained Special Schools (England) Regulations 2015 (as applicable);
 - quality of provision as set out in the Ofsted inspection handbook;
 - any safeguarding concerns; and
 - communication and partnership work with the Authority.

2. Review of Targets

- 2.1 Targets shall be reviewed annually as part of the DPS review, and processed through the Change Control Procedure, as set out in clause 8 of the DPS Admission Agreement, with agreed changes to take effect on 1st September each year.
- 2.2 Short-term changes to the performance indicators may be adopted for individual Providers under exceptional circumstances as agreed by the Authority in writing.

3. Performance Monitoring**Agreement**

- 3.1 The Provider should submit data (in the format requested by the Authority) and the Authority will monitor the performance of the above KPIs and PIs on an Academic Term basis unless stated otherwise for individual indicators.

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- 3.2 Any issues that arise around the capacity of the service/ability to deliver must be highlighted immediately to the Authority's Contract Manager where a discussion will be arranged between the Parties to investigate capacity, throughput and negotiation to ensure the Agreement is being delivered efficiently.
- 3.3 Performance monitoring meetings will be organised by the Authority's Contract Manager, at least once annually. The Authority will take a risk-based approach to performance monitoring which will determine the frequency and intensity of the contractual meetings.
- 3.4 The objectives of performance monitoring meetings will be to:
- a) Facilitate a collaborative working relationship between the Authority and the Provider and an open and transparent exchange of information and views and encourage the identification of issues or potential issues and their resolution.
 - b) Review the performance of the Provider in delivering the service and achieving the required outcomes.
 - c) Review and consider such other matters as may be relevant to this Agreement as agreed between the Authority and the Provider from time to time.
- 3.5 If the Provider is issued with a formal warning, then the timeframe for meetings will increase to once an Academic Term to resolve issues before determining complete failure and potential Agreement termination.
- 3.6 As a minimum, both the Authority's Contract Manager and the Provider's Contract Manager shall attend all performance monitoring meetings.
- 3.7 Following each performance monitoring meeting, the Authority's Contract Manager will prepare minutes and share these with all meeting attendees for their approval. Such approval should be given or withheld by the Provider within ten (10) working days of receipt. Where no response is received within this specified period, the Provider will be deemed to have agreed the content of the relevant minutes and a final version will be published.

Placements

- 3.8 Individual placements shall be monitored by the SEND Service in line with the Placement Form, Specification, LBM policy and individual requirements.
- 3.9 Individual performance indicators, or outcomes in addition to those on the CYP's EHC Plan, may be included in a CYP's Placement Form and shall be considered as forming part of the indicators in section 1 of this Schedule.

4. Failure

- 4.1 Please see the Call-Off Terms and Conditions.

5. Dispute Resolution

- 5.1 Please see Call-Off Terms and Conditions.