

## **1. Referrals**

Referrals will be sent to providers using the HBEP Admission Form and this includes all information needed in terms of SEND and safeguarding.

Bookings are made with providers either as an agreed advance group booking for the year or as a single referral following discussion with the provider and a cost will be agreed at this point.

## **2. Financial Arrangements**

Invoice to be sent to: [kwicks@hbep.co.uk](mailto:kwicks@hbep.co.uk)

On receipt of an invoice, payment will be made in accordance with the framework agreement and via the fundholding school.

## **3. Attendance and Safeguarding**

The provider will confirm each day during the student's placement that the student has arrived at the location, by completing registers on CLM within 30 minutes of session start time in the mornings and the afternoon; the provider will add any known reasons for absence in the 'Notes' section.

The provider will inform HBEP Admin Support or HBEP Keyworker swiftly if a student after being recorded as present fails to turn up at the start of a session or leaves site without permission or does not return after a break or lunch. The provider will follow their own risk assessment and safeguarding policy if a student injures themselves or absconds from their site.

In the event that any incident or disciplinary issue arises concerning the student, the provider will inform the HBEP Keyworker as soon as possible and will provide a written report of the incident to the keyworker within one working day of the incident. HBEP will decide what and when to share this information with the home school depending on the severity of the incident.

The provider will not send a student home or otherwise off-site, whether for disciplinary or illness reasons without first having agreed this with HBEP Partnership Coordinator.

Should there be a breach of health and safety or similar that requires a suspension to be issued by the home school, the provider will contact the Partnership Coordinator to get permission for this before taking any further action; suspensions are issued on the next school day so will not be at the same provider always. The provider will put in restorative action if there has been a need to suspend a student from their provision.

## **4. SEND Policy**

HBEP selects placements with the aim of matching provision with the student's needs. HBEP will provide information about the student's underlying special educational needs including any targets and additional details for those students with an EHCP.

## **HBEP Alternative Provision Service Level Agreement 2023-24**

Details of these will be included in the HBEP Admission Form. The HBEP Keyworker will be able to provide further advice.

HBEP and the provider will agree any reasonable adjustments to the provision that might be needed as additional support for the student and keep these under review.

If the provider judges that a student

- is behaving inappropriately or failing to engage and progress as a result of SEND,
- has SEND issues that have not yet been identified by school or partnership

it will bring this to the attention of HBEP via one or more of:

- a conversation with the HBEP key worker,
- completing a SEND concern form.
- using the providers own documentation.

### **5. Changes to Provision:**

If the Provider intends to make changes to a programme in which students are placed, they will give the student's keyworker as much advance notice of this as possible.

### **6. Early Termination of the Provision**

Either party may terminate the placement. Both parties will aim to do so in a way that places the best interest of the student as a key factor in reaching a decision. Both parties work on the principle that unplanned and unforeseen changes in provision are especially detrimental to these vulnerable students and should always be a last resort.

Where it is not possible to reach agreement between the parties both will ensure that they give a minimum of two weeks' notice to each other.

### **7. Progress Reports**

The provider will submit progress reports to the key worker and the student on a regular basis informally. This will be done either by telephone or face-to-face as may be agreed between the parties.

The progress reviews will be completed onto CLM Training Record every half term for all students on placement.

### **8. Contacting Parents**

The provider will make direct contact with the student's parent or carer in the case of a medical emergency or incident or disciplinary issue that is being reported to HBEP, and for any updates as a when necessary.

## **9. Reporting Safeguarding issues**

Providers will report any safeguarding issues regarding the student to the HBEP Keyworker immediately in the case of a First Response referral, and for lesser concerns submit a written report to the keyworker within one working day.

## **10. Off-site visits**

The provider will agree well in advance with the student's keyworker any proposals to take students out on trips or otherwise make changes to the normal programme.

The provider will ensure that the necessary permission slips are signed by the student's parent/carer prior to the off-site visit taking place and that details of the trip are sent to the student's parent/carer through the keyworker.

The provider will keep copies of the trip details and signed permission slips with the student records.

Regular off-site visits will be authorised by a generic letter, signed by parents at the start of the placement.

## **11. LEBC Annual Audit**

HBEP uses Providers who are registered with LEBC and who have been subject to the LEBC annual audit. HBEP will not normally commission provision from providers who are not "current" on the LEBC AP database.

## **12. Illegal Schools**

Providers who have undertaken the LEBC audit will be familiar with the risks they face in moving into illegality by acting as the lead provider of education for students and as a result becoming an "unregistered school".

In signing this agreement the provider confirms that it :

- Is an unregistered provision,
- Understands that it must not become the lead provider of education for any students in their care ( ie provide more than 2.5 days per week for a student).
- Confirms that it has no students placed by any other commissioner who are in breach of this threshold,
- Understands that HBEP
  - does not require it to be the principle provider for any students,
  - ensures that any students it places has his or her education programme overseen by HBEP,
  - ensures that each student receives the rest of their full time education in other settings.

## **13. Conclusion**

By signing this agreement, you agree to adhere to these regulations and understand that HBEP reserve the right to either refuse, withdraw or reduce a placement with us if these terms are not met.



**HBEP Alternative Provision Service Level Agreement 2023-24**

A handwritten signature in black ink, appearing to read "KAW", is written over a horizontal line.

Signed:-

Name: Karen Wicks HBEP Partnership Coordinator

Signed:- .....

Provider representative: .....

Appendices

The commissioning agreement from Leicestershire SEIPS can be viewed here:

[https://www.leicsseips.org/\\_files/ugd/5fd255\\_43abf20ba6b548e4943e96b337adf141.pdf](https://www.leicsseips.org/_files/ugd/5fd255_43abf20ba6b548e4943e96b337adf141.pdf)

Advice on "illegal schools" can be found at <https://www.leicsseips.org/draft-policies-and-documents-for-ap>