



## Childcare Offer Provider Agreement 2022-2023

### 1.1 Name of setting:

### 1.2 Delivery Authority contact details:

Childcare Offer Team  
Education & Inclusion Services  
Rhondda Cynon Taf County Borough Council (RCTCBC)  
Tŷ Trevithick  
Abercynon  
CF45 4UQ

Telephone: 01443 570048

Email: [childcareofferproviders@rctcbc.gov.uk](mailto:childcareofferproviders@rctcbc.gov.uk)

### 1.3 Funding Period:

1.3.1 This agreement is valid for the 2022-2023 academic year.

1.3.2 This agreement is only applicable for children who are eligible for the Offer before 31<sup>st</sup> December 2022. You should use the current RCT portal to claim funding for these children until they cease to be eligible at the end of August 2023.

1.3.3 All children eligible from 1<sup>st</sup> January 2023 will have funding claims approved via the new national Welsh Government system. You will need to sign a separate agreement for this. Further information will be disseminated in September 2022.

### 1.4 Service to be provided:

1.4.1 The Welsh Government (WG) is committed to providing working parents of three and four year old children a maximum of 30 hours per week of combined Foundation Phase Nursery (FPN) education and additional funded childcare for up to 48 weeks of the year (the *Childcare Offer*).

1.4.2 RCTCBC is currently a Delivery Authority and will process funding claims of providers delivering the Offer to RCT children and to those who are delivering the Offer to children in Merthyr Tydfil County Borough Council and Bridgend County Borough Council (Engagement Authorities).

1.4.3 The **Childcare Offer** will comprise of:

#### Term Time

- **10-15 hours** per week of FPN education provision (dependent on what each LA offers) for 39 weeks per year.
- **Additional funded childcare** (to make total provision of 30 hours per week) for 39 weeks per year.
- **Please note** if a child receives full time FPN education provision, they will not be eligible to receive additional funded childcare during term time.

### **School Holidays**

- **30 hours** per week of funded childcare for up to 9 weeks of school holidays per year
- **This leaves 4 weeks per year with no funded provision**
- Holiday entitlement is allocated as 3 weeks for each term that a child has been confirmed as eligible
- Unused holiday entitlement may be carried over into the next academic year if the child remains eligible for the Offer

**1.4.4 Only childcare providers who are registered with Care Inspectorate Wales (CIW) and HMRC can participate in the Childcare Offer and will be eligible to claim funding.**

### **1.5 How will this complement and add value to the existing services:**

1.5.1 This service will assist the Delivery and Engagement Authorities to meet their obligations to WG to implement the Childcare Offer.

1.5.2 The Childcare Offer will complement current FPN education provision by providing additional funded childcare for eligible children from the term following their third birthday until the September following their fourth birthday (when the child reaches statutory school age).

### **1.6 Payment:**

1.6.1 Providers will be paid to deliver the funded childcare monthly in advance for each eligible child, at a rate of **£5.00 per hour**, as set by WG and dependent on submission of relevant documentation. WG may review the rate periodically, in this event providers will receive the new rate per hour from the date of commencement confirmed by WG.

1.6.2 Providers cannot charge hourly top-up rates if they normally charge more than £5.00 per hour, but they may charge parents for additional hours used at their normal hourly rate.

1.6.3 Providers can charge additional fees to parents for snacks and food provided. WG guidelines state that for a full day session (approx. 10 hours), parents should not be charged more than £9.00 per day for food. This would include 3 meals @ £2.50 per meal and 2 snacks @ 75p per snack. For a half-day session (approx. 5.5 hours), parents should not be charged more than £5.75. This would include 2 meals @ £2.50 per meal and 1 snack at 75p per snack. For sessional care where a meal is not provided but children receive a snack, parents should not be charged more than 75p per day for snack provision.

1.6.4 Providers can also charge for activities and transport, such as trips off site that incur an additional cost and/or school pick up's/drop offs.

1.6.5 The funding will be paid directly to the childcare provider. Any hours in addition to those funded by the Childcare Offer will be a private arrangement between the childcare provider and the parent/carer.

## **1.7 Service User / Eligibility Criteria:**

1.7.1 Children will be eligible from the term following their third birthday until the September following their fourth birthday.

1.7.2 All parents, guardians, step-parents and long-term live-in partners within a household must earn the equivalent of at least 16 hours per week at National Minimum Wage (NMW) or National Living Wage (NLW) or above and not earn more than £100,000 per parent per annum. This includes parents who are employed or self-employed.

1.7.3 Parents in education or training are also now eligible for the Offer. To be eligible, parents must:

- Be enrolled on an undergraduate or postgraduate course (including those delivered via distance or online learning) that is at least 10 weeks in length
- Be enrolled on a course in a Further Education Institution that is at least 10 weeks in length
- Be accepted for an NHS funded full or part time course that leads to a professional registration, e.g. student nurse

1.7.4 Providers can only claim funding via RCTCBC for children who are resident in:

- Rhondda Cynon Taf County Borough Council
- Merthyr Tydfil County Borough Council
- Bridgend County Borough Council

1.7.5 For children resident in other local authorities in Wales, providers must contact the relevant LA for information on how to claim Childcare Offer funding.

1.7.6 Parents/carers who become ineligible due to a change in circumstances will be allowed an eight week temporary exemption period (TEP) where childcare will continue to be funded. If the parent/carer does not become re-eligible in this period, they will become responsible for meeting all fees for childcare provided after this eight week period has ended. It is the parent's responsibility to inform RCTCBC and the provider of their change of circumstances.

1.7.7 Additional funding may be available to support children with additional needs and will be agreed following the relevant Local Authorities' referral and assessment process.

1.7.8 Retainers or other fees will not be paid by RCTCBC but settings can charge parents/carers if that is part of their usual terms and conditions. It is important to note that providers must ensure that participants of the Offer have the same contract conditions as parents who do not receive financial support via the Childcare Offer.

## **2.1 General requirements:**

Settings must:

- 2.1.1 Be registered with CIW at all times.
- 2.1.2 Be registered with HMRC and have a valid PAYE or self-employed UTR number.
- 2.1.3 Keep up to date with National Minimum Standards and implement any changes necessary.
- 2.1.4 Comply with all other relevant legislation and guidance that pertain to the safe operation of the service.
- 2.1.5 Ensure all staff have the appropriate qualifications, experience and skills.
- 2.1.6 Have valid Public/Employer Liability insurances in place at all times.
- 2.1.7 Comply with safeguarding regulations and adhere to the All Wales Child Protection Procedures.
- 2.1.8 Comply with the requirements of the Additional Learning Needs and Education Tribunal (Wales) Act (ALNET) and the Equality Act 2010.
- 2.1.9 Ensure that they do not discriminate against any individual on grounds of race, colour, ethnicity, disability, gender, sexual orientation, religion, age or any other circumstances.
- 2.1.10 Ensure that the information that the relevant Family Information Service (FIS) has about their service is kept up to date at all times.

## **2.2 Setting Obligations:**

Settings are obliged to

- 2.2.1 Deliver the agreed amount of childcare as stated on each child's Childcare Offer confirmation letter.
- 2.2.2 Agree to ongoing monitoring by the relevant Local Authority and WG.
- 2.2.3 Submit the required funding claims ensuring all required information is included.
- 2.2.4 Adhere to the timetable provided for submitting monthly claims. RCTCBC will only backdate claims by one calendar month, except in exceptional circumstances. Settings must ensure that they claim for all eligible children within the timescales clearly communicated to them. Failure to do so, may result in late claims being rejected. In this instance, settings will need to recoup the fees directly from the parent.
- 2.2.5 Agree to submit evidence of attendance to support claims if required.
- 2.2.6 Have a contractual arrangement in place with the parent/carer for the provision of childcare and other services (meals/transport).
- 2.2.7 Ensure planning is in place for individual needs and preferences.
- 2.2.8 Allow authorised personnel from the Delivery/Engagement Authorities access to documents, records and procedures relevant to the satisfactory delivery of the Childcare Offer if required.

### **2.3 Funding Eligibility:**

- 2.3.1 All enquiries from parents/carers regarding eligibility should be directed to the relevant Local Authority Childcare Offer team.
- 2.3.2 The number of hours/sessions provided to eligible children should be clearly stated on the monthly claim form.
- 2.3.3 RCTCBC will undertake full scrutiny of claim forms and parent applications on behalf of the Engagement Authorities.
- 2.3.4 Settings must inform RCTCBC if a funded child/ren leaves the setting.
- 2.3.5 Settings must notify the relevant Local Authority team if a child does not attend for a period of 10 working days or more without a valid reason given by the parents/carers.
- 2.3.6 In the case of new applications within a funded term, the amount paid to settings will be determined by RCTCBC as stated in WG guidelines.

### **2.4 RCTCBC Obligations:**

RCTCBC will:

- 2.4.1 Deal with applications for funding in a timely manner and aim to process parent applications within 10 working days.
- 2.4.2 Deal with provider claims promptly and aim to process provider payments within 5 working days.
- 2.4.3 Deal with any financial queries from parents and providers on behalf of the Engagement Authorities.
- 2.4.4 Periodically re-check the eligibility of parents accessing the Childcare Offer. If a parent fails to comply with the requirements of the eligibility re-checks, RCTCBC will remove the Childcare Offer funding from that parent. In this event, the provider will be informed of the decision 4 weeks prior to the withdrawal of the Childcare Offer funding.
- 2.4.5 Make providers aware when a parent becomes ineligible for the Childcare Offer and the parent enters an 8 week Temporary Exemption Period (TEP).
- 2.4.6 Collate and submit monthly and termly data to Welsh Government.
- 2.4.7 Adhere to data protection and confidentiality processes.
- 2.4.8 Keep providers informed of all changes and future developments to the Childcare Offer as soon as is practicable.

### **2.5 Additional Requirements:**

2.5.1 Settings will notify the relevant Local Authority team if they become aware of a change of circumstances of a parent/carer which effects their eligibility and the parent/carer is suspected of making a fraudulent claim for Childcare Offer funding.

## **2.6 Data Protection:**

2.6.1 Your data will be processed by RCTCBC only for the specific purposes of administering and processing your registration for the Childcare Offer. Information collected from you may be used in the following ways:

- To monitor and report on the number of individuals taking part in the Childcare Offer and the number of people from different groups being supported (e.g. different ages, genders and ethnicities).
- By WG approved social research organisations, to carry out research and/or analysis.
- To link data from this application form to other data sources for the purpose of evaluating the impact the Childcare Offer has had on the individuals who take part.
- RCTCBC may share your data with other local authorities.

2.6.2 Settings will ensure that all personal information is held securely, treated confidentially and used only for the purposes of the Childcare Offer. All information will be surrendered to the relevant Local Authority if the setting ceases to participate in the Childcare Offer.

2.6.3 For further information on how the Council will manage your personal data in relation to this agreement, view our privacy policy via the following [link](#)

## **2.7 De-registration:**

2.7.1 If any setting consistently fails to comply with the conditions stated above then RCTCBC shall take steps to de-register the setting as a Childcare Offer provider.

## **2.8 Termination of the agreement:**

2.8.1 Should either party wish to terminate the agreement then a minimum period of 8 weeks' notice, shall be provided in writing to the named parties within this agreement. In the event that the Provider finds that they have difficulty in meeting the terms and conditions of this agreement then the Provider is encouraged to contact the relevant Childcare Offer team as early as possible to try and resolve the problems.

## Registered Childcare Providers' Details

<b>Name of Childcare Provider:</b>	
<b>Type of setting:</b> <i>Cylch Meithrin / Playgroup, Full Day Nursery Childminder, Wraparound, After School Club or Holiday Club</i>	
<b>Address:</b>	
<b>Post Code:</b>	
<b>Contact Name:</b>	
<b>Registered Person:</b>	
<b>E-mail:</b>	
<b>Phone No:</b>	
<b>Mobile Phone No:</b>	
<b>CIW Registration Number:</b>	
<b>Date of last CIW Inspection:</b>	
<b>PAYE or self-employed UTR number:</b>	
<b>Main Language Used Within the Setting:</b>	
<b>Opening Hours of Setting:</b>	
<b>How many weeks open during the year? State when closed:</b>	

### Business Bank Details

<b>Name of Bank:</b>	
<b>Bank Address:</b>	

<b>Bank Account Name:</b>	
<b>Bank Sort Code:</b> (6 digits)	
<b>Account Number:</b> (8 digits)	
<b>Building Society No:</b> <b>(if applicable)</b>	

**Declaration:**

- I/We have considered and understood the content of this agreement, and I/We agree by its contents. I/We understand that failure to maintain all of the specifications contained in this agreement will deem our setting ineligible for further Childcare Offer funding for children resident in Rhondda Cynon Taff CBC, Merthyr Tydfil CBC or Bridgend CBC.
- If I/We elect to stop providing childcare funded through the Childcare Offer, I/We will inform RCTCBC (and the relevant Engagement Authority if applicable) immediately, notify parents and will be responsible for repaying any overpayment of funding.
- I/We agree to submit the signed agreement to RCTCBC.
- I/We agree that if any information I/we supply during the term of this agreement is false or incorrect then funding will be withdrawn and further action may be taken to recover any costs.

**Please ensure that you provide two signatures below:**

Setting Leader / Manager / Childminder	Signed: ..... Date: .....
Setting Committee Member / Responsible Individual (if applicable)	Signed: ..... Date: .....
<b>RCT Office Use Only</b>	
RCTCBC Childcare Offer Project Lead Officer	Signed: ..... Date: .....