

Parent and Carer Alliance



Care Action Protect Empower

SEN SUPPORT SERVICE AGREEMENT

SEN Support Service Agreement Number:

Agreement Start Date: 2024

This is an agreement between Parent and Carer Alliance C.I.C.

And

Client Name:

Client address:

Purpose of the Agreement:

The purpose of the Agreement is to set out the terms under which the Advocate/Family Support worker will provide services to the client.

By paying any invoice for this service you are accepting the terms of this agreement and acknowledging that our advice service staff are not legal advisers, nor do they provide legal advice.

Parent and Carer Alliance CIC accepts no liability for, nor do we guarantee, success at Tribunal.

Services and Fees

Services which may be funded include:

Attendance at Mediation £147

This cost is based on a 2-hour online meeting, there will be additional travel cost if attendance in person is requested.

Application for appeal/Amendment of appeal

Following your advice consultation our advocates will use the information you have provided and any professional reports you have sent in to complete your appeal application for you. We will then send you the completed application (the SEND35/35a form) and instructions on how to lodge it with SENDIST. We offer this service for all types of appeal – refusal to assess, refusal to issue and content appeals.

We can also support you with completion of the SEND7 form – Request for Change, during your appeal if required.

Refusal to Assess £196

Refusal to Issue and Contents Appeals (Sections B, F and I) £147

EHCP Check £196

Following your advice consultation our advocates will complete a check of your EHCP. This can be at draft stage or to prepare for an annual review.

This includes:

Annotating the EHCP with comments/recommendations focusing on the language used, appropriate outcomes and whether the provision is specified and quantified.

Email feedback regarding the EHCP check, any action required by you and to answer any questions you may have.

Ongoing emails or further work related to the EHCP will be charged at our standard hourly rate of £49. To be agreed in advance of any work commencing.

Advanced EHCP/Working Document Check £490

Following your advice consultation our advocates will complete a check of your EHCP. This can be at draft stage, to prepare for an annual review or the working document as part of an appeal.

This includes:

Annotating the EHCP with comments/recommendations focusing on the language used, appropriate outcomes and whether the provision is specified and quantified.

Reading up to three professional reports that you have, identifying the needs and provision and inputting the information into the relevant sections of either an EHCP template or your working document using the required key.

Editing existing EHCP wording to ensure it is relevant and reflects your child/young person's current needs and the provision they require.

Email feedback regarding the EHCP check, any action required by you and to answer any questions you may have.

Ongoing emails or further work related to the EHCP, including checking additional professional reports, is charged at our standard hourly rate of £49. To be agreed prior to any work commencing.

Professional report check £49 per hour for each report

Our advocates will read your professional reports at draft stage and ensure the language and content is appropriate for the purpose required. This includes checking that all recommendations are specified and quantified. We will provide written feedback with suggested amendments for you to discuss with the professional.

This service can be used for EP, SALT, OT or any other professional reports related to your EHCP/appeal. Extensive reports may take several hours to read and produce written feedback so further costs may apply. Maximum hours can be agreed in advance

EOTISC Package - Advice consultation £98

A one-hour telephone consultation where our advocates will explore your current situation and provide advice, support and recommendations to move forward. This includes reading your child/young person's EHCP (if applicable) prior to the consultation.

You will then receive a follow up email summarising your situation, including suitability of EOTISC for your situation, and our 'next steps' recommendations.

EOTISC Package - Proposal and Personal Budget request £980

If an EOTISC package is a viable option for your child/young person and you would like support, our advocates will create your EOTISC proposal and costed Personal Budget (PB) request.

This includes:

- Reading the EHCP, professional reports and any other documentation such as consultant letters, school reports etc.
- Recommending any amendments needed to professional reports, if required.
- Liaising with you regarding suitable provision for your child/young person
- Writing an EOTISC proposal for you to submit to your Local Authority which includes:
 - A background history
 - A summary of your child/young person's Special Educational Needs
 - Aims of the EOTISC package
 - Rationale for the EOTISC package
 - Provision/facilities that can be provided to meet your child/young person's Special Educational Needs via an EOTISC package
 - Costings for the EOTISC package including Personal Budget request
 - Weekly timetable for the EOTISC package

Case Management £245

We offer an appeal case management service to support you through your appeal. This includes administration tasks related to the appeal, including ongoing work on the working document, preparation for the hearing, and emails to and from the Local Authority or SENDIST.

Case management hours can be purchased in blocks of 5 hours and the number of blocks required will depend on the complexity of your appeal.

SEN Support £245

We offer ongoing support for difficulties your family may be facing in relation to your child/young persons SEN.

SEN Support hours can be purchased in blocks of 5 hours and the number of blocks required will depend on the nature of the support you require.

Unspent Funds

Once the work you have commissioned is completed any unspent funds will be returned to you.

Agreement to provide the services

The client agrees to engage the Advocate/Family Support worker through the Parent and Carer Alliance C.I.C. Advice service, making all payments through the Alliance financial systems.

The Advocate/Family Support worker agrees to provide all services to the client via the Alliance advice service systems, from the services start date until the services end date (or until this agreement is terminated in accordance with its terms). The Advocate/Family Support worker shall provide the services with all due reasonable care, skill, and ability.

The client and the Advocate/Family Support worker acknowledge that they have been introduced to each other via the Parent and Carer C.I.C. advice service and have accepted the terms and conditions of business of Parent and Carer C.I.C.

The client agrees that

- They will ensure that the service is informed of any communication difficulties or other disabilities that the client has which may need reasonable adjustment
- They will ensure that the service has good notice of the time of meetings
- They will provide essential documents in good time for meeting preparation
- They will ensure that the service has notice of any risks associated with the Advocate/Family Support worker attending a meeting in their home, such risks include, but are not limited to, those listed in the Safety section below
- They will complete a form of authority allowing for the service to engage with the child and family
- They will always provide an appropriate adult to remain with children/young people during any interactions with Alliance personnel – such as gathering the child/young person's views.
- They will communicate concisely with the Advocate/Family Support worker and agree which communication is essential, rather than providing large amounts of information/documents without this agreement
- Reading reports, discussing the case in person, on the phone or by email, reading and sending emails, all uses up this funded time
- Support can only be provided until their funded hours have been used, unless additional funding is agreed
- The use of the funded time can only be changed for work on other SEN support services with after agreement with Parent and Carer Alliance CIC
- They will provide feedback on the service provided to help evaluation and improvement plans

Safety

The client will maintain a safe environment during in person home visits by not using tobacco, e-cigarettes, alcohol, or illegal substances during the visit, by ensuring that the room/area where the visit is to take place is free of trip hazards, and by ensuring that all animals/pets will be restrained and removed from the room/area where the visit is to take place.

If there are pets in the family home the client must inform the Advocate/Family Support worker prior to the visit and confirm that visiting staff are comfortable with the pets kept by the households that they go into or are at the least accepting of them with the risk control measures put into place.

The client agrees to always treat our Advocate/Family Support worker courteously.

Behaviour that would be found to be unacceptable includes (but is not exclusive to): any physical violence, verbal, or written abuse, racial or homophobic abuse and sexual harassment.

Persistent or unrealistic demands that cause stress to staff will not be accepted. Requests will be met wherever possible, and explanations given when they cannot. All our staff are carers and may need to take leave at short notice.

Any such behaviour will not be tolerated and is most likely to result in termination of this agreement and in the client being prevented from accessing any Parent and Carer C.I.C. provision or services, and, in extreme cases, the Police being contacted.

The client agrees that if they, or any other family member or representative who was present during a visit, becomes unwell with any symptoms of an infectious disease such as COVID-19 at any point before or after our visit, that they will inform Parent and Carer C.I.C. as soon as possible, via email or telephone call, that you have developed symptoms.

Invoices and payment:

The client agrees to pay all fees and expenses for the provision of services via bank transfer to the Parent and Carer C.I.C. bank account.

ACCOUNT **Parent and Carer Alliance C.I.C.** SORT CODE **30-90-09**, ACCOUNT NUMBER **65328868**. Use your name as the reference so we know who has made the payment

Invoices must be paid prior to any services being provided by the Advocate/Family Support worker. Clients will be informed once funded hours have been used to provide services and must agree, and fund, any additional hours before these hours are provided.

Late payment

If invoices are not paid within 14 days, then we reserve the right to charge interest at the Bank of England base rate plus 8% per annum and an administration charge of £50 per hour for the time we spend pursuing or collecting the outstanding debt.

Refunds

On the services end date, or if an inability to provide the services arises, or there is an agreed cancellation or termination of this agreement, unused payments will be refunded.

Inability to provide the service

If the Advocate/Family Support worker is unable to provide the services due to illness or injury, they will notify the client as soon as reasonably possible.

If the Advocate/Family Support worker is unable to provide the services for any other reason, they shall (where possible) notify the client in advance of both the first day of absence and the expected length of absence.

Cancellation of the services

The client shall give Parent and Carer C.I.C. at least 48 hours' notice of cancellation of any of the services. Where such notice is not given, the client shall be responsible for paying the fees in relation to the services.

Communication:

The Advocate/Family Support worker will use the sensupport@parentandcareralliance.org.uk email account as the official means of communication with clients, organisations involved with clients, organisations contacted for advice on behalf of clients, and with Parent and Carer Alliance C.I.C. This email account must not be used for work not authorised by Parent and Carer Alliance C.I.C.

The welfare of all clients and their families is a priority for Parent and Carer Alliance C.I.C, and as such the right is reserved to monitor communications made using @parentandcareralliance.org.uk email accounts

Confidentiality:

During the agreement, the Advocate/Family Support worker will have access to Confidential Information. The Advocate/Family Support worker will not divulge to third parties matters confidential to clients, their families, or Parent and Carer Alliance C.I.C. (whether or not covered by this Agreement) without explicit permission.

This restriction does not apply to any use or disclosure required by law; or any information which is already in, or comes into, the public domain otherwise than through the Advocate/Family Support worker's unauthorised disclosure.

Data protection:

The Advocate/Family Support worker and the client agree to comply with all applicable data protection legislation, including (but not limited to) the General Data Protection Regulations (GDPR) and the Data Protection Act 2018, as amended, or updated from time to time.

The client should read and familiarise themselves with the Parent and Carer Alliance C.I.C Data Protection and [Privacy policy](#)

Once the service agreement ends, Parent and Carer Alliance C.I.C. will retain the form in which you made your original request for support, requests for any additional hours of support, feedback and a brief summary of the support provided

In order to protect your privacy we will remove all the additional information that you sent to Parent and Carer Alliance C.I.C during a scheduled removal of data, after you have been given two weeks' notice of the removal, unless you specifically request that we retain it by contacting the Alliance at sensupport@parentandcareralliance.org.uk giving your reasons.

Termination

This agreement will automatically end on the earlier of:

- a) the Services End Date (unless that date is extended by agreement between the carer and the client) or
- b) the date on which the client and Parent and Carer Alliance C.I.C agree that the services should end.

Either the client, the Advocate/Family Support worker, or Parent and Carer Alliance C.I.C may terminate this agreement by giving the other reasonable notice that they wish to terminate the agreement.

Either the client, the Advocate/Family Support worker, Parent and Carer Alliance C.I.C may immediately terminate this agreement if the other party is in breach of their obligations under this agreement. The Advocate/Family Support worker may immediately terminate this agreement if they are unable to provide the Services due to circumstances beyond their reasonable control.

Governing Law

This agreement and any dispute or claim arising out of this agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales.

PARENT AND CARER ALLIANCE C.I.C

Cedar House
Cedar Drive
Dursley
GL11 4EB



Care Action Protect Empower

FORM OF AUTHORITY

I am/am the nominated person for (delete as applicable)

Name:

Date of Birth:

Of:

address

Postcode:

and hereby authorise you to correspond, meet with, and supply any information, written or electronic, requested by Parent and Carer Alliance CIC in relation to me.

I authorise the Local Authority to communicate by unencrypted email with Parent and Carer Alliance CIC and myself. This authority is valid until further notice.

Signed

Name in capitals

If nominated person state relationship to nominee

Date:

[Email to
sensupport@parentandcareralliance.org.uk](mailto:sensupport@parentandcareralliance.org.uk)

www.parentandcareralliance.org.uk