

Customer Needs

RM6102 – Apprenticeship Training
Dynamic Marketplace

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1. Introduction

1.1. Customer Needs Statement

1.1.1. Crown Commercial Service (CCS) is seeking to establish a Dynamic Purchasing System (DPS) known as Dynamic Marketplace (DMP) for the provision of Apprenticeship Training and

related services for all UK central government departments, wider public sector organisations and charities as listed in the OJEU Contract Notice for RM6102 – Apprenticeship Training Marketplace.

1.1.2. This RM6102 DMP Agreement will be managed by CCS and any contracts awarded under this DMP Agreement will be managed by individual Customers or their nominated lead body, in the event that they decide to collaborate and elect a lead body (i.e. Head of Professions, Lead Department) to have key responsibility for the Supplier performance management on behalf of Customer users.

1.1.3. The intended duration period of the RM6102 DMP Agreement is for 4 years (48 months). In the event that the RM6102 DMP Agreement is terminated, CCS shall give the Supplier no less than three (3) Months written notice.

1.1.4. CCS acknowledges that RM6102 DMP Agreement will not be terminated within the initial first six (6) months from the commencement date.

1.1.5. CCS may extend the duration of this RM6102 DMP Agreement for any period or periods up to a maximum of 2 years (24 months) in total from the expiry of the Initial RM6102 DMP Agreement period by giving the Supplier no less than three (3) Months' written notice.

1.1.6. Customers may enter into a contract with a Supplier for a period of their determining, which may exceed the duration of the RM6102 Agreement. The flexibility of the contracting period allows the customer to determine appropriate contracting timelines required in order that the Supplier can meet the scale, length and duration of the apprenticeship programmes required by the Customer.

1.1.7. No guarantee is given by the CCS in respect of the levels or aggregate value of the Goods and Services, which customers shall require the Supplier to provide during the RM6102 Agreement Period.

1.2 The Opportunity

1.2.1 The RM6102 Apprenticeship Training Dynamic Marketplace DMP Agreement will provide central government and wider public sector departments with the opportunity to procure a range of services within the scope of the new Apprenticeship Standards, End- point Assessments (EPAs), and any related training and services via a comprehensive number of Education and Skills Funding Agency (ESFA) registered suppliers and/or Register of End Point Assessment Organisations (RoEPAO).

1.2.2 Upon application to join the RM6102 DMP Agreement, bidders are required to indicate which categories and services they are able to bid for. It is therefore essential that bidders select the exact filters relevant to their service offering in order to be selected for the award of a contract via the Rapid Award Procedure or to be invited to any competitions via the Standard Award Procedure as detailed in RM6102 DMP Agreement Schedule 5: Call for Competition Procedure.

1.3 Who are the Customers of the RM6102 – Apprenticeship Training Marketplace DMP Agreement?

1.3.1 The RM6102 DMP Agreement will be available to all central government and wider public sector customers as listed in the OJEU notice.

1.3.2 The RM6102 DMP Agreement is expected to see growth from both customers who use a current public sector Apprenticeship Training commercial vehicle and also new customers who choose to purchase Apprenticeship Training and related services via this DMP route.

1.4 What are the benefits of the RM6102 - Apprenticeship Training Marketplace DMP Agreement?

- **Central Policy** – supports delivery of the public sector apprenticeship targets
- **Simpler, quicker process** – accessible for both SMEs, colleges, universities and other suppliers seeking opportunities to provide services to the public sector.
- **Automated, electronic process** – streamlined electronic process
- **Flexible** - Suppliers can apply to join and update responses at any point
- **Choice** - increased scope/scale of service offerings and access to public sector business.
- **Ease of Contract** – enables contract awards via shortlisting through use of filters for the Standard Award procedure enabling further competitions to be undertaken or through the use of filters along with supplier prospectus/pricing schedule to determine Rapid award.
- **Filtering of supplier offering** - ensures suppliers receive notifications of competitions that are relevant to their service offering.
- **Supports localism and Social Value** - enabling appointed suppliers to bid for business either locally, regionally or nationally.
- **Efficiencies** – reduces Suppliers costs and process cycle time.

2. Specification (Schedule 2 Part A Goods and/or Services)

2.1. Our priorities

2.1.1. Crown Commercial Service (CCS) key priorities are to build and increase capacity of high quality apprenticeship training and related services through the creation of a dynamic commercial model which is able to respond to the changing needs of public sector customers, the introduction of new Apprenticeship Standards, and the evolving supply market.

2.1.2. The aim is to make it quick and easy for any public sector employer to source and transact with an Apprenticeship Training Provider and or End-point Assessment Organisation (EPAO) whilst complying with both the Public Procurement Regulations, ESFA Apprenticeship Funding Rules and Conditions for organisations on the register of end-point assessment organisations (RoEPAO).

2.2. Scope

2.2.1. This RM6102 DMP Agreement shall include services that can be supplied by the successful Suppliers over the life of the DMP and within the scope of Apprenticeship Standards, EPAs, related training and services. The Supplier shall provide products and services as detailed in this DMP Schedule 2 (Key Performance Indicators and Services) of RM6102 DMP Agreement.

2.2.2. **Core Requirements:** The Supplier shall offer either one or a combination of the following core services on a national scale or across multiple and single locations:

2.2.2.1. Apprenticeship Standards

The Apprenticeship Standards on this DMP Agreement will be listed as per the 'APPROVED' standards on the Institute of Apprenticeships website:

<https://www.instituteforapprenticeships.org/apprenticeship-standards/?includeApprovedForDelivery=true>

The Supplier shall deliver the Apprenticeship Standards to support the relevant requirements, including the knowledge, skills and behaviours as detailed in each of the Apprenticeship Standard documents. The Supplier will ensure that all qualifications and certification that is relevant for the standard is met.

2.2.2.2. End-point Assessment (EPA)

Suppliers can be a Training Provider for Apprenticeships Standards and or EPAs on this DMP Agreement. However unless the assessment plans states otherwise employers cannot select their apprentices' training organisation to be the end-point assessment organisation.

The Supplier, in agreement with the Customer, shall select an organisation to deliver the EPA from the RoEPAO. The list can be found at:

<https://www.gov.uk/government/publications/using-the-register-of-apprenticeassessment-organisations>

The Supplier shall ensure that the registered EPAO and the assessor is independent of, and separate from, the training provided by the Supplier and Customer in accordance with the ESFA Funding Rules. The Customer will have the final sign off the EPAO.

The EPA will be carried out in accordance with the assessment plan for the relevant standard outlined on the Institute for Apprenticeships website.

The Supplier will include all EPA costs within their charging models.

In addition this DMP enables the Customer to procure an EPA independently from the apprenticeship provider. As detailed in Attachment 1b RM6102 Apprenticeship Training Dynamic Marketplace –End-point Assessment (EPA) Services Matrix.

It is expected that the list of apprenticeship standards, for which EPAs are required, independently from the apprenticeship training provider, will grow throughout the duration of the RM6102 DMP Agreement.

2.2.3. Optional Requirements: Customers may include within their requirements supplementary service requirements. These are a Customer's optional ancillary requirements that enhance or

otherwise supplement the core requirement(s).

2.2.4. The Supplier may provide supplementary service requirement(s) that fall within the scope of the requirements of the DMP Agreement and which Customers may require to deliver their Apprenticeships schemes.

2.2.5. The supplementary service requirements may include, but not limited to the following:

- Delivery of apprenticeship training and management of the funding administration in accordance with the funding rules within the devolved administrations, either directly, or through Training Providers registered with the devolved administration;
- Supporting the sourcing, selection and assessment, recruitment and administration of the Apprentices; including drafting job descriptions, attracting candidates, skills screening, long-listing and shortlisting, interview scheduling and references;

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- Bespoke, contextualise and/or package the Apprenticeship learning to suit the specific needs of the Apprentice and meet with the Customer requirements. In all cases the integrity of the learning outcome to the relevant Apprenticeship Standard shall be maintained.
- Associated training related to the Apprenticeship Standard to support the development of the apprentice, this may be in the form of additional training modules or programmes delivered prior to the start of the apprenticeship or alongside of it i.e. Traineeships and supplementary training modules;
- Providing advice, guidance and support and working with Customers to establish the opportunity to co-invest in apprenticeships if there are insufficient funds in the Customers digital account.
- Additional services that are defined within ESFA Funding Rules as eligible or ineligible apprenticeship training costs for the purposes of apprenticeship levy funding;
- Additional services that are defined within the ESFA Conditions for RoEPAO as eligible or ineligible EPA costs for the purposes of apprenticeship levy funding.

2.2.6. It is anticipated that some of the supplementary services may be included as added value within the Suppliers core offer and subject to no additional charge.

2.2.7. The Supplier shall be aware that the Customer, were applicable, will be liable to pay the Supplier directly for any agreed charges relating to the supplementary service requirements, which exceed the funding band maximum and or are not classed as eligible costs for the purposes of the apprenticeship levy funding.

2.2.8. The Supplier may only offer supplementary services to Customers who are procuring, or who have procured, a core requirement(s) under this DMP Agreement.

2.2.9. The provision of any supplementary services must comply with the scope and terms of the DMP Agreement.

3. Mandatory Service Requirements

The Supplier shall be required to deliver and fulfil all of the mandatory service requirements as listed for the RM6102 Apprenticeship Training Dynamic Marketplace (DMP) Agreement. **3.1.**

Statutory Requirements

3.1.1. The Supplier shall will be registered on the ESFA Register of apprenticeship training providers (RoATP) via the main application route to deliver Apprenticeship Training Services and shall deliver the services in accordance with the ESFA Funding Rules for Training Providers. Further information can be found at:

<https://www.gov.uk/government/publications/apprenticeship-funding-rules-2018-to-2019>

3.1.2. The Supplier shall be registered on ESFA RoEPAO to deliver End-point Assessments and shall deliver the services in accordance with the conditions for organisations on the register of end-point assessment organisations. Further information can be found at:

<https://www.gov.uk/guidance/register-of-end-point-assessment-organisations>

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3.1.3. The Supplier shall have in place a financial strategy that is simple, clear and in line with Department for Education DfE and ESFA funding policy. Further information can be found can be found at:

<https://www.gov.uk/government/publications/apprenticeship-funding>

3.1.4. The Supplier and or Customer shall arrange for the delivery of the apprentice EPA, which must be conducted by an organisation listed on the ESFA RoEPAO.

3.1.5. The Supplier and or Customer, shall select an organisation to deliver the EPA from the RoEPAO. The list can be found at <https://www.gov.uk/guidance/register-of-end-point-assessment-organisations>.

3.2. Apprenticeship Training Service Delivery

3.2.1. The Supplier shall provide the Customers with a named Account Manager if required, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Customers contract.

3.2.2. The Supplier shall work in partnership with Customers to ensure that robust, consistent and appropriate management, training, and administrative processes are in place to support the delivery of apprenticeships programmes and EPAs across the Customers organisation.

3.2.3. The Supplier shall lead on all aspects of programme administration including venue booking for off-site training, production of learning materials, apprentice and line manager communications.

3.2.4. The Supplier shall ensure that any facilities including rooms, training centres etc. are appropriate for the apprenticeship standard being delivered and are suitable for the apprentice in terms of hygiene.

3.2.5. The Supplier shall provide support to the Customer in their funding and management of their apprenticeship digital accounts and ensure where relevant they support the Customer to ensure that apprenticeship levy funds are managed accurately.

3.2.6. The Supplier shall add apprentices onto the digital account once approval is received from the Customer, it is the responsibility of the Supplier to ensure that all apprentices are setup on the system prior to the start of the apprenticeship.

3.2.7. The Supplier shall develop and deliver high quality training throughout the duration of the apprenticeship programme. This will include, and shall not be limited to all elements defined in the published Apprenticeship Standards covering the relevant knowledge, skills, behaviours, competence and qualifications.

3.2.8. The Supplier shall support the Customer in evidencing that the apprentice spends the mandatory minimum of 20% of their working hours learning off-the-job and provide a delivery mix in a way that best works for apprentices and Customers.

3.2.9. The Supplier shall ensure the delivery of the minimum 20% off the job training in accordance with the ESFA Funding Rules. Guidance on off the job training can be supported by the link below and should be applied by the Supplier when delivering off-the-job training:

<https://www.gov.uk/government/publications/apprenticeships-off-the-job-training>

3.2.10. The Supplier shall ensure that the training programme content is relevant, technically accurate, engaging and up-to-date and is regularly refreshed to align with any changes to the Apprenticeship Standards.

3.2.11. The Supplier shall ensure all coaches have a professional qualification and a minimum of 2

years' experience in a role related to the apprenticeship subject area and can provide Customers with the relevant curriculum vitae as evidence.

3.2.12. The Supplier shall ensure that coaches, programme tutors, trainers and demonstrate a high level of competence, relevant experience of the Apprenticeship programme requirements and that their Apprenticeship subject area knowledge is kept up-to-date.

3.2.13. The Supplier shall have adequate contingency plans in place should there be an issue with a coach, programme tutor, trainer and or a delivery location etc. If a coach, programme tutor or trainer is taken ill then the appropriate cover or arrangements should be made by the Supplier.

3.2.14. The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.

3.2.15. The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that Service Levels for Customers are not compromised, particularly during times of peak demand.

3.2.16. The Supplier shall provide a range of formal and informal feedback mechanisms to evaluate both the Customer and Apprentice satisfaction levels, so as to measure the success of the programme and the experiences of the Apprentices.

3.2.17. The Supplier shall use the Customer and Apprentice feedback to reflect back on future programmes to enable continuous improvement in the Apprenticeship programme.

3.2.18. The Supplier shall maintain Individual Learner Records (ILR) that comply with the ESFA requirements

3.2.19. The Supplier shall have in place a clear process and schedule for the payment of each element of the Apprenticeship and End-point Assessment (EPA).

3.3. Apprentice Service Delivery

3.3.1. The Supplier shall carry out a full, robust initial assessment to ensure that Apprentices are on the right programme and at the right level for the Apprentice.

3.3.2. The Supplier shall make arrangements to provide additional support for Apprentices identified as needing it through initial assessment or e.g. through an education, health and care plan.

3.3.3. The Supplier shall identify relevant needs for reasonable adjustment at the point of application for the Apprenticeship. The Customer will have responsibility for meeting those needs in the workplace.

3.3.4. The Supplier shall provide a detailed timetable of support, including Information, Advice and Guidance (IAG) for each Apprentice setting out a plan for each individual Apprenticeship pathway. The Supplier shall ensure IAG continues throughout the Apprenticeship programme to help keep the Apprentice on track and aware of what they need to do to progress.

3.3.5. The Supplier shall allocate specific support to each Apprentice, in the form of a programme tutor, from enrolment on the Apprenticeship through to EPA qualification. The Supplier shall have in place a process to ensure the consistency and the quality of the line manager support provided.

3.3.6. The Supplier shall ensure, for consistency, that, wherever possible, the same coaches, programme tutors and trainers and other supporting staff will be assigned to an apprentice for the entire duration of the training programme and in the event that this is not possible the Supplier shall ensure a like for like replacement in terms of qualifications, knowledge, skills and expertise.

3.3.7. The Supplier shall conduct interim and formal progress reviews with the Apprentice and with input from trainers, assessors and Customer employers, this shall not be limited to;

- Organising a schedule of regular progress review meetings. The format and frequency of reviews will be agreed with the Customer;
- Involving the Apprentice and the workplace supervisor in the reviews;
- Identifying progress for learning aims – both to date and between reviews;
- Reflecting on and recording progress made towards the Apprentice's learning goals;
- Reviewing the Apprentice's Individual Learning Plan and monitoring the achievement of agreed milestones;
- Agreeing and recording actions and targets between reviews;
- Monitoring and tracking the Apprentice's progress to ensure they are meeting their targets and identify at an early stage those Apprentices requiring additional support and amending

the training plan accordingly;

- Ensuring the workplace supervisor is involved throughout the Apprentice learner journey and the assessment of the Apprentice suitability for entry into the 'Gateway';
- Assessing that an Apprentice has reached the 'Gateway' and determine the Apprentice's readiness for the End-point Assessment (EPA); and
- Ensuring the Apprentice and the workplace supervisor have a copy of the record of the reviews.

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3.3.8. The Supplier shall support Apprentice's that may require additional interventions, intensive coaching and monitoring to ensure they successfully complete the apprenticeship.

3.4. End-point Assessment (EPA) Service Delivery

3.4.1. The Supplier and or Customer shall ensure the Apprentice undergoes an EPA at the very end of the on-programme phase of training when the Customer and Supplier are satisfied that they have met the "Gateway" criteria to undertake the assessment.

3.4.2. The Supplier shall ensure the EPA is conducted in accordance with the requirements set out in the assessment plan that accompanies each Apprenticeship Standard.

3.4.3. The Supplier shall ensure transparency around costs and Service Level agreements for the touch points in the EPA pathway. This will include a full library of products and the timeline and process for issuing. This library will include, but is not limited to, the following:

- an induction programme;
- an Apprentice handbook;
- a line manager guide;
- a detailed summary of the delivery model;
- a detailed summary of the Apprenticeship learner journey process;
- a detailed summary of the costing model; and
- a detailed summary of the payment process

3.4.4. The Supplier shall provide a robust assessment process for assessment of the Apprenticeship Standard and any related qualifications and this shall include but is not limited to, the following:

- Defining the cost of the EPA (this will clarify what proportion of overall costs are charged by the Training Provider for their services and the EPA respectively);
- Providing assessment criteria/guidance at the start of the Apprenticeship for Apprentices and line managers to work with;
- Providing training to ensure quality, standardisation and consistency for all EPA panel members;
- Giving the Apprentice at least one month advance notification of their assessment appointment, to enable them to prepare;
- Assessing all individuals who have embarked on their Apprenticeship no later than 8 weeks from the end of their Apprenticeship period;
- Conducting the assessment in the Apprentices 'home' office location where possible, or as a minimum regionally as agreed with the Customer;
- Wherever possible undertake multiple assessments in a single day in order to maximise delivery and minimise costs;
- Providing a meaningful written narrative containing detailed feedback for each assessment which will be provided to both the Apprentice and their Line Manager within one week of the assessment taking place. The feedback must indicate any areas that need to be addressed by individuals who fall into the Fail category; and

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- Allowing flexibility for any adjustments in the assessment standards and for these to be reflected in the assessment process itself should that standard change for any reason.

3.4.5. The Supplier shall support Apprentices to reflect on what they have learnt on the apprenticeship programme and consider their next steps. This will mean working with Customers to make apprentices aware of the progression opportunities available to them.

3.5. Digital Delivery

3.5.1. The Supplier shall deliver a flexible and proportionate model of digital support to Apprentices to develop and improve their skills and abilities to enable them to meet the Apprenticeship Standard within the terms of their Apprenticeship agreement.

3.5.2. The Supplier shall ensure that the digital 'online' Apprenticeship system build meets the Digital by Default Service Standard, details of which can be found at: <https://www.gov.uk/service-manual/digital-by-default>

3.5.3. The Supplier shall ensure that any training is compatible with IT standards of Government

departments as specified in the Government Digital Service Standard 10 (or any successor standard).

3.5.4. The Supplier shall ensure that their Learning Management System (LMS) can be modified to meet the specific Information Technology (IT) requirements of individual Customers.

3.5.5. CCS recognises that it needs to ensure that its ICT products and services can be used by everyone (who is designated as an authorised user), whether Customer internal staff or external customers from a population of the widest range of characteristics and capabilities. In order to achieve this the European Standard 'EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe' (which includes extending the Web Content Accessibility Guidelines 2.0, success criterion AA (WCAG v2 AA) to non-web systems) has been adopted as the minimum accessibility standard.

3.5.6. The Supplier shall not be required to achieve the EN301 549 standard, however the LMS system must have functionality to meet key accessibility elements of the standard. This may need to be achieved through the use of hardware and/or software being added or connected to a system that increases accessibility for an individual.

3.6. Data Security

3.6.1. The Supplier shall be required to have their own security operating procedures that shall be made available, on request, to the CCS and/or Customers to provide assurance of data security.

3.6.2. The Supplier shall ensure that Customers' information and data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of the RM6102 DMP Agreement for any individual contracts awarded.

3.6.3. The Supplier shall ensure that all Supplier Personnel involved in the performance of any individual contracts awarded under this RM6102 DMP Agreement shall comply with all customer data security and confidentiality requirements.

- 3.6.4. The Supplier shall ensure appropriate security standard, controls and measures are in place such as access to premises.
- 3.6.5. The Supplier shall provide secure premises for all individual contracts awarded under the DMP Agreement which meet Contacting Authorities individual security protocols.
- 3.6.6. The Supplier shall comply with the specific Customers personnel and physical security requirements, where a Supplier delivers all or part of the Service from a Customers site.
- 3.6.7. The Supplier shall ensure that any suspected or actual security breaches are reported to the Customers' representative immediately.
- 3.6.8. The Supplier shall provide details of their personnel security procedures and upon request by Customers, details of all personnel that they intend to use in the delivery of the Goods and Services.
- 3.6.9. The Supplier shall ensure that Customers information and data is secured in a manner that complies with the Government Security Classification Policy rating.
- 3.6.10. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and data is transmitted across all applicable networks and/or in line with the Customers' requirements.
- 3.6.11. For further information, the Government Security Classification 2014 may be accessed here:
<https://www.gov.uk/government/publications/government-security-classifications>

3.7. Security Vetting and Clearance

3.7.1. The Supplier shall ensure that all Supplier Personnel security vetting procedures, under the DMP Agreement and individual Contracts entered into under it by Customers and Suppliers, are conducted in line with the Cabinet Office Security Policy Framework (SPF). Full details of the Cabinet Office SPF can be viewed via the link below:

<https://www.gov.uk/government/collections/government-security>

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3.7.2. The Supplier shall have in place security vetting and clearance which meets the differing requirements of Customers, and shall ensure compliance with the standards set out in the following link:

3.7.3. <https://www.gov.uk/government/publications/hmg-personnel-security-controls>

3.7.4. The Supplier shall where applicable provide details of its Supplier Personnel security procedures to Customers and contact details of all Supplier Personnel who will be involved in the delivery of the Services, when requested by Customers.

3.7.5. The Supplier shall ensure that all employees and key representatives of the Supplier working on DMP Agreement or related Contracts shall comply with the Customers security clearance requirements.

3.7.6. The Supplier shall be aware that customers may perform audits which may include checking compliance with the security requirements above and/or the additional requirements specified by Customers.

3.8. Confidentiality Agreement

3.8.1. The Supplier shall ensure that each of its employees and subcontractors are briefed on organisational security procedures and the provisions of the Official Secrets Act 1911-1989 and the Customer may require the Supplier to sign a Confidentiality Agreement that affirms that they understand the provisions of the Official Secrets Act and the consequences of a breach of it. Suppliers' employees and subcontractors must not disclose any privileged information they may come across in the course of their work.

3.8.2. The Supplier shall ensure that line managers maintain the standards of security expected and brief employees about the protection of assets and processes under their control. In particular, the Supplier shall identify potential difficulties or conflicts of interests among employees and report any concerns to the Customer.

3.9. Customer Support Service

3.9.1. The Supplier shall be required to provide and maintain a dedicated customer service team which will act as the first point of contact and focal point for all enquiries from Customers.

3.9.2. The Supplier shall provide a free of charge dedicated helpdesk service that shall comply with

the
following:

- Provision of a customer service helpdesk which shall be open to answer general enquiries and shall operate as a minimum from office hours 08:30 until 17:30 Monday to Friday throughout the year excluding England and Wales public holidays.

3.9.3. The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk have the relevant skills, experience and knowledge of the services offered under the DMP Agreement and have the capability to manage Customer relations in a professional manner.

3.9.4. The Supplier shall provide support to all Customer queries, which will include but not be limited to providing:

- Advice and support employers to claim any additional employer incentive payments (compilation, age etc.);

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- Advice on their individual requirements;
- Plan most cost effective delivery model (agree locations of cohorts etc.); and
- Resolve any issues.

3.9.5. The Supplier shall be responsible in ensuring that all enquiries received from Customers are dealt with and resolved in accordance with the Service Level

Agreement. **3.10. Complaints Handling**

3.10.1. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing and escalating and resolving complaints initiated by Customers and their apprentices.

3.10.2. The supplier shall ensure its complaints procedure complies to the following;

- All complaints shall be logged and acknowledged within twenty four 24 hours of receipt;
- 90% of complaints shall be resolved within 10 working days of receipt and 100% within 20 working days of receipt unless otherwise agreed with the Contracting Authorities;
- All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.

3.10.3. The Supplier shall ensure that the level and nature of complaints arising and proposed corrective action that are under way or completed will be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less

than one (1) month if required by the customer.

3.10.4. The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Customer during supplier performance review meetings.

3.10.5. The Supplier shall provide the Customer with a consolidated report at a frequency agreed with the Customer, for the duration of the contract capturing all complaints. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and lessons learnt.

3.11. Supplier ESFA Management Information and Data Reporting

3.11.1. The Supplier shall have appropriate management information systems in place to collect, check, manage and return monthly data to the ESFA through the Individual Learner Record (ILR) and other learner data collection as specified in the link below:

<https://www.gov.uk/government/collections/individualised-learner-record-ilr>

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3.12. Supplier Customer Management Information and Data Reporting

3.12.1. The Supplier shall provide regular, secure and accurate MI to Customers to monitor starts, completions and progress against apprenticeship and end-point assessments. This must be provided on the basis of the cohort as a whole and for individual apprentices and adhere to General Data Protection Regulations (GDPR), records and retention policies, data transfer agreements with the employer and information security requirements.

3.12.2. The Supplier shall provide MI, on a frequency to be agreed with the Customer, which will detail the number of Apprentices assessed in week/month and by rolling total to date, highlighting any re-sits. Further reporting MI will include, but shall not be limited to:

- Number of passes, distinctions and fails in week and by rolling total, highlighting any resits in amongst these;
- Total numbers of Apprentices scheduled for assessment and broken down by region and Customer organisation, highlighting any re-sits in amongst these;

- Number of Apprentices not yet scheduled for assessment, by region and by Customer, highlighting any re-sits in amongst these;
- Full details of Apprentices who have needed to reschedule their assessment (name/ organisation/ location/ employment contract end date etc.), highlighting any re-sits in amongst these;
- Full details of any Apprentices who are unavailable for assessment at any point full within 6 weeks of the expiration of the period of their Apprenticeship;
- Precise details of any Apprentices who fail to attend their scheduled assessment appointment.

3.12.3. The Supplier shall have the flexibility to produce for the Customer any requested tailored / non-standard MI reports free of charge on a number of different levels, including but not limited to the Apprentice and Customer scheme.

3.12.4. The Supplier shall provide data, reports and information on request from Customer on an ad hoc basis to assist with Freedom of Information (FOI) requests, Parliamentary Questions (PQs) or other committee requests.

3.13. Other Data Reporting

3.13.1. The Supplier shall provide CCS, on request, case studies, for the duration of this DMP Agreement, which will evidence benefits and/or added value of this DMP Agreement, subject to the agreement of the relevant Customer.

3.13.2. The Supplier shall comply with CCS and/or Customers equality and diversity data collection and monitoring requirements. The Supplier will be required to provide such data and information if applicable and as specified by the Customer.