

APPRENTICESHIP TRAINING AGREEMENT

DATED

6TH SEPTEMBER 2021

**HEALTH EDUCATION ENGLAND (NORTH EAST, YORKSHIRE AND HUMBER)
(THE PROVIDER)**

and

**SOUTH TEES HOSPITALS NHS FOUNDATION TRUST
(THE EMPLOYER)**

SERVICE LEVEL AGREEMENT relating to Apprenticeship Training

Version 1 — 06/09/2021

PARTIES, COMMENCEMENT AND DURATION

1. Date

The date of this Agreement is 6th September 2021

2. Parties, Commencement and Duration

2.1 This agreement is made between South Tees Hospitals NHS Foundation Trust (where necessary described as the 'Employer') and Health Education England (North East, Yorkshire and Humber) (where necessary described as 'The Provider') to deliver the agreed qualifications and programme/s as set out in the Agreed Training Services (Appendix 1). Various aspects of this Agreement will be delivered in partnership with Northern & Yorkshire NHS Assessment Centre (where necessary described as the 'partner organisation - NYNHSAC')

2.2 This Agreement shall commence on the Commencement Date as set out in the Agreed Training Services (Appendix 1) and shall continue until the specified termination date, unless terminated by one Party serving on the other not less than 60 days' notice to terminate this Agreement

2.3 The Employer may add additional Training Services to this agreement by making a request to the Provider. These services will be added to Agreed Training Services (Appendix 1) and fall under the terms of this agreement. Specific agreements limited to individual courses, that fall outside of this agreement, will be specified in Appendix 2

3. Changes to Services

3.1 If the Employer or the Provider wishes to change this Agreement or the Agreed Services, it may at any time request such change

3.2 Amendments to the Agreed Services by either Party shall be made and agreed in writing (Appendix 3)

4. Specified Contacts

4.1 A representative from both the Employer and the Provider will maintain regular contact with each other to discuss the progress of the Training Program generally and to meet three months from the date of this Agreement and every three months thereafter to review the Training Program

4.2 For the Provider: the contact will be [REDACTED]

For the Employer: the contact will be [REDACTED]

For the Partner Organisation: the contact will be [REDACTED]

TRAINING PROVIDER RESPONSIBILITIES

5. Training Provider Responsibilities

5.1 If the Agreed Services are Levy Funded the Training Provider shall observe and perform the terms set out below:

Training Provider Responsibilities

5.2 The Training Provider undertakes that it shall in accordance with the ESFA Rules:

5.2.1 prepare the Individual Learning Plan/Learner Booklet and Commitment Statement at the start of an Apprentice's programme;

5.2.2 check the eligibility of the individual Apprentice at the start of their apprenticeship;

5.2.3 only use funds in the Employer's Digital Account (or government-employer co-investment) for those who are eligible;

5.2.4 retain evidence of each Apprentice's eligibility in line with the ESFA retention period;

5.2.5 carry out a thorough initial assessment to identify the additional learning support the Apprentice needs and if appropriate record in the ILR that an Apprentice has a learning support need. Deliver support in line with the identified needs and record all outcomes in the evidence pack;

5.2.6 have in place systems which will provide a quarterly report to the Employer. The report will contain information relating to Apprentice's progress against programme, performance, attitude, conduct, attendance and achievement;

5.2.7 have sufficient, competent and qualified staff to meet the training programme objectives. As a minimum, staff involved in the tuition and / or assessment of apprentices shall have achieved the minimum competence and qualification level specified by the requirement of the framework/standard. Details of staff involved in the delivery of the programme and quality assurance reports relating to the Agreed Training Services listed in Appendix 1 should be available on request;

5.2.8 inform the Employer, of any significant problems that emerge that could effect, or are effecting, the Apprentice's progress or performance in the first instance;

5.2.9 conduct a thorough Functional Skills assessment. Where the Apprentice is required to achieve the literacy and/or numeracy level as determined by the individual standard and does not already hold the required functional skill level, the Training Provider will provide and seek funding for the required functional skill/s;

5.2.10 contract with an organisation to conduct the final assessment for the Apprentice (Apprentice Assessment Organisation - AAO) of the Employer's choosing, and agree with the Employer and AAO the arrangements for end-point assessments, re-takes and payments;

5.2.11 make payment to the AAO for conducting the end -point assessment and keep records of all payments;

5.2.12 ensure that course results are forwarded to the employer once the Training Provider is in receipt of certification or known results of examinations. Certificates achieved by learners, under the terms of this agreement, must be forwarded to the Employer once received. The Employer will be responsible for forwarding such certificates to the learners.

5.3 The Training Provider will not use a subcontractor for the delivery of the Agreed Services unless:

5.3.1 it has been agreed in writing between the Employer and the Training Provider (Appendix 1);

5.3.2 it is on the published Register of Apprenticeship Training Providers and has applied via the main or supporting application routes; or

5.3.3 they are either the apprentice's employer, a connected company or charity as defined by HMRC and are on the published Register of Apprenticeship Training Providers, having applied through the employer-provider application route.

5.4 manage, monitor and regularly assess for quality its delivery subcontractors through visits and face to face interviews to ensure high-quality delivery in accordance with the ESFA Rules;

5.5 collect employer co-investments (if applicable) every three months (*or shorter if less credit being given*) and report the value received on the ILR;

5.6 In accordance with the ESFA Rules if any subcontractor is used by the Training Provider to provide any of the Agreed Services the Training Provider warrants that:

5.6.1 it has the knowledge, skills and experience of contracting with, and managing, delivery subcontractors; and

5.6.2 it has not assessed that subcontractor as unsuitable

5.7 In accordance with the ESFA Rules, the Training Provider warrants that it will not:

5.7.1 use Employer or government account funds for an apprentice's programme where they or another Party claim funding from another government department or other agency for the same purpose;

5.7.2 claim funding for any part of any apprentice's programme that duplicates provision they have received from any other source;

5.7.3 change the planned end-date on the ILR if the working hours of the Apprentice fall below 30 hours a week;

5.7.4 commence an Apprentice's programme if there is no prospect of the Apprentice completing the programme within the amount of time available;

5.7.5 enrol an Apprentice without confirmation that they are not enrolled on another apprenticeship;

Health Education England

5.7.6 enrol an Apprentice without ensuring that they meet the eligibility requirements or have permission to work in England;

5.7.7 claim funding for individuals who do not meet the eligibility requirements set out in the ESFA Rules; 5.7.8

provide end-point assessment to a group of Apprentices it has trained

5.8 observe all health and safety and security requirements that apply at any of the Employer's premises. This includes, but is not exclusive to:

5.8.1 comply with the requirements of the Health and Safety at Work Act 1974 and all other statutory provisions, codes of practice and guidance relating to health and safety, whether produced by the Health and Safety Executive or otherwise;

5.8.2 inform the Employer of any accidents to learners that require any form of medical treatment within 2 hours;

5.8.3 deliver effective Health and Safety Induction training for Apprentices upon entry to the programme and recorded in the ILP;

5.8.4 provide participants with on-going suitable and sufficient Health and Safety information, instruction and training

5.9 observe all equal opportunities requirements that apply at any of the Employer's premises. This includes, but is not exclusive to:

5.9.1 ensuring that operational procedures, policies and actions comply with the Race Relations Act 1976, the Sex Discrimination Act 1975, Special Educational Needs and Disability Act 2001 (SENDA), Disability Discrimination Act 1995, Protection from Harassment Act 1997, Human Rights Act 1998, Data Protection Act 1998, Learning and Skills Act 2000, et al;

5.9.2 guarantee equality of access by participants to learning and assessment opportunities;

5.9.3 provide appropriate additional support to participants with learning difficulties or disabilities when identified during Initial Assessment and other key learner process stages of the participants' learning programme;

5.9.4 inform the Employer of any allegations of discrimination made against The Training Provider involving learners covered by this agreement;

5.10 the Training Provider shall at all times for the duration of this Agreement have and maintain the following policies (as amended from time to time):

5.10.1 Data and Privacy Policy;

5.10.2 Complaints Policy;

5.10.3 Information, Advice and Guidance Policy

EMPLOYER RESPONSIBILITIES

6. The Employer undertakes that it shall in accordance with the ESFA rules:
 - 6.1 provide the Training Provider with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship;
 - 6.2 provide the Training Provider with up to date information on the Apprentice's employment status or breaks in learning;
 - 6.3 notify the Training Provider of any changes to the Apprentice's employment status;
 - 6.4 enter into an Apprenticeship Agreement with each Apprentice for a fixed term of 4 years for at least 37 hours per week;
 - 6.5 if the apprentice works fewer than 30 hours a week the employer and provider must extend the minimum duration (pro rata) to take account of this;
 - 6.6 pay Apprentices salaries in accordance with the regional salary scale for apprentices or at the very least what is required by law;
 - 6.7 provide the Training Provider with such information as it may reasonably require for it to obtain funds from the Employer's Digital Account (or the government-Employer co-investment), including but not limited to evidence:
 - 6.7.1 of the Apprentice's eligibility to receive funding at the start of the Apprenticeship programme;
 - 6.7.2 of the Apprentice's employment by either the Employer or a connected company as defined by HM Revenue and Customs;
 - 6.7.3 that the Apprentice is meeting the off-the-job requirement of the framework/standard; of the Apprentice's average weekly hours;
 - 6.7.4 that the Employer employs an average of 49 or fewer employees if the Employer is relying on funding from the government;
 - 6.8 involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme and allow the apprentice to complete the apprenticeship within their working hours;
 - 6.9 disclose any reason why the Apprentice may not have enough time to complete the Apprenticeship;
 - 6.10 ensure that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship;
 - 6.11 ensure that each Apprentice is eligible to work in England;
 - 6.12 pay the Training Provider in line with the payment schedule for services delivered;

- 6.13 work with the Training Provider and each Apprentice to agree an Apprenticeship Standard or Framework, Commitment Statement and Individual Learning Plan for each Apprentice;
- 6.14 appoint an Apprentice Assessment Organisation to deliver end-point assessment from the Register of Apprentice Assessment Organisations and record the required details of the Apprenticeship with the ESFA through the Digital Account;
- 6.15 provide the Training Provider with documents, information and materials as the Training Provider may reasonably require for the requirements of OFSTED;
- 6.16 inform the Training Provider of all health and safety and security requirements and other policies that apply at the Employer's premises or otherwise for the purposes of this Agreement;
- 6.17 make any complaint to the Training Provider in accordance with the Training Provider's Complaints Policy.

7. In accordance with the ESFA Rules, the Employer undertakes that it shall not:

- 7.1 require Apprentices to make financial contributions towards the cost of the Apprenticeship programme;
- 7.2 claim levy funding for Apprentices and re-start Apprenticeships that originally commenced before 1 May 2017 when the ESFA Rules came into force.

COMMON RESPONSIBILITIES

8. The Training Provider and the Employer shall in accordance with the ESFA rules:

- 8.1 enter into a written Apprenticeship Agreement and Commitment Statement in relation to each Apprentice at the start of and for the entire length of the Apprenticeship;
- 8.2 agree when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their end -point assessment;
- 8.3 take the costs of the end-point assessment and any re-takes into account when agreeing the Charges;
and

8.4 Each of the Training Provider and the Employer undertakes to the other that it shall not:

- 8.5 use funds in the Employer's Digital Account or government-employer co-investment for any of the following:
- 8.6 enrolment, induction, prior assessment, initial diagnostic testing or similar activity;
- 8.7 accommodation costs where the apprentice is resident away from their home base, because of the requirements of their day-to-day work or because this is convenient for the Employer;
- 8.8 travel costs for apprentices under any circumstances;
- 8.9 Apprentice wages;
- 8.10 personal protective clothing and safety equipment required by the apprentice to carry out their day-to-day work;
- 8.11 capital purchases;
- 8.12 any training or optional modules in excess of those required, educationaltrips ortrips to professional events not specified in the apprenticeship standard or needed to achieve the apprenticeship framework;
- 8.13 re-sits for qualifications or end-point assessment needed for the apprenticeship where no additional learning is required;
- 8.14 time spent by employees / managers supporting Apprentices, mentoring or the time arranging training support;
- 8.15 training/assessment, exams or tests in any skills and knowledge solely and specifically required to acquire licences to practice, or the certification of any licence to practice, where these are a legal requirement;
- 8.16 specific services not related to the delivery and administration of the apprenticeship; including company induction, bespoke or additional training or assessment not needed to meet the apprenticeship requirements;

- 8.17 off-the-job training delivered only by distance learning, not including online and other blended learning activities; or
- 8.18 repeating the same regulated qualification where the apprentice has previously achieved it unless it is a requirement of the apprenticeship or for any GCSE.
- 8.19 If the Training Provider is to sub-contract all or part of the Agreed Services, the Parties shall agree if any subcontractor undergoes a change of circumstances that affects its ability to continue to deliver any of the Agreed Services, the Training Provider and Employer shall jointly agree alternative delivery arrangements for each affected Apprentice.
- 8.20 Each Party shall process Personal Data only in accordance with the Data Protection Act 1998 and where necessary on the other Party's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised.

8.21 Termination

- 8.22 This agreement will terminate when all learners complete, or otherwise leave, the programme. Either party may terminate the agreement, without reason, by giving 28 days' notice in writing.
- 8.23 Where there has been a breach by either party the other party may terminate this agreement without notice and all outstanding funding will be reclaimed.

INVOICING AND PAYMENT

9. Charges and payment

9.1 The Employer shall pay the Training Provider monthly for services rendered before the end of the previous month from the employer's digital account. Where a price has been agreed that exceeds the upper limit of the funding cap, the employer shall pay the additional funds directly to the Training Provider, as per the agreed schedule;

9.2 the Training Provider shall only be entitled to the Completion Payment (20%) once the Apprentice has completed the apprenticeship and end point assessment;

9.3 Payment schedule:

Payment/amount	Detail	Schedule of Payment	
£27,000.00 (pp) Total x1 apprentices = £27,000.00	For the below named apprentices to undertake level 3 Science Maintenance Technician Standard including EPA: 	Commencing 6 th September 2021 until 28 th March 2025 (Month 1 - 43)	
		£27,000 — 20% (held by ESFA until completion) = £21,600 to be paid monthly over the duration (43 months) to HEE (NE, Y&H) per apprentice. 20% completion payment to be paid to HEE (NE, Y&H) on receipt from ESFA at month 44.	
		Sep 2021 — March 2025 (43 months)	£502.33 (pp) a month for 43 months Total x1 apprentices = £502.33 a month for 43 months
		April 2025 (month 44) 20% Completion Payment	£5,400.00 (pp) Total for x1 apprentices = £5,400.00
		Total	£27,000.00

APPENDIX 1

AGREED TRAINING SERVICES

Service:

To provide all the necessary training, information and guidance in order for the named apprentices in this Agreement to complete the Apprenticeship Standard — level 3 Science Maintenance Technician Standard including EPA.

Start date and term:

The apprentices will commence their apprenticeship in September 2021 with an Induction with NYNHSAC and enrol on all the necessary courses. The apprentice will then commence in learning on 1st September 2021 until 28th March 2025, followed by EPA.

Accreditation:

Science Industry Maintenance Technician

Awarding body/End Point Assessment Organisation:

SIAS

Employers Materials

The Employer is to provide all the materials necessary to ensure the apprentice can achieve their apprenticeship Standard; this includes all PPE and tools.

Timetable:

Examination / Assessment	Date (time period)
PEO	09/21 to 04/22
BTEC Level 3	09/21 to 07/23
BTEC Level 4 or equivalent — pathway TBC	
All Specialist training listed in Appendix 2 is to be arranged to suit the apprentice based on progression and the requirements of the employer and Standard.	May 2022 to March 2025

List of Agreed Sub-contractors:	
Subcontractor	Service
Hartlepool College	To deliver the Technical Certificate
Hartlepool College	To deliver the PEO

HEE NE YH use Subcontractors to meet the needs of specialist delivery required of apprenticeship programmes, such as functional skills and registered qualifications.

HEE NE YH provide apprenticeship training for the standard. Our subcontractor(s) provides training for Functional Skills in maths and/or English at level 2, or other qualifications as required by the standard gateway requirements.

We retain 0% funding from our subcontractors.

Our subcontractors will deliver the training and on-programme assessment of the qualifications noted within this contract only.

We will only enter into a contract of services with subcontractors that do not meet any of the following: Any actual or perceived conflict of interest between you and any delivery subcontractors. For example, where we and a delivery subcontractor are part of the same group, share common directors or senior personnel, or where we will benefit financially from using a particular delivery subcontractor.

We are responsible for the actions of our subcontractors connected to, or arising out of, the delivery of the services, which we subcontract. If our subcontractor fails to deliver, we will be responsible for making alternative arrangements for the delivery of education and training, protecting the audit trail, and / or repaying ESFA.

We carry overall responsibility for the quality of apprenticeship training and on programme assessment undertaken by our delivery subcontractors.

APPENDIX 2

COURSE SPECIFIC REQUIRMENTS

Course Title	Delivery Model
Specialist courses to meet standard	Varies

These will be arranged based on costs from different companies but will range from:

- Eastwood Parking Training - Bristol
- Develop Training - York
- PPL Training - York
- Spirax Sarco - Cheltenham

APPENDIX 3

AGREED CHANGES TO SERVICES

1. Agreed changes to this agreement are as follows.
 - 1.1. The date of the agreed change of services;
 - 1.2. the reason for the change;
 - 1.3. full details of the change;
 - 1.4. the price, if any, of the change;
2. the likely impact of the change on other aspects of this Agreement including:
 - 2.1.the timetable for the provision of the Agreed Services;
 - 2.2.the effect on the Charges;
 - 2.3.the training to be provided;
 - 2.4.the use of sub-contractors;
 - 2.5.working arrangements;
 - 2.6.other contractual issues; and
 - 2.7.a timetable for implementation of the change:

Change Details	Implementation Date

AUTHORISATION

This agreement will have no effect until it is signed by both parties.

10. Authorised to sign on behalf of **South Tees Hospitals NHS Foundation Trust**

Signed:

Print Name:

Position:

Date:

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11. Authorised to sign on behalf of **Health Education England (North East, Yorkshire and Humber)**

Signed:

Print Name:

Position:

Date:

Widening Participation & Apprenticeship Lead

21/10/2021