

APPRENTICESHIP TRAINING AGREEMENT

DATE:

6TH SEPTEMBER 2021

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

and

**TYNE COAST COLLEGE (SOUTH TYNESIDE SITE)
(THE SUB CONTRACTOR)**

SERVICE LEVEL AGREEMENT relating to Apprenticeship Training

VERSION 1 – 06/09/2021

PURPOSE OF AGREEMENT

- 1 This agreement describes the terms and conditions applicable to both parties for the delivery of, and payment for, the services described in Annex 2.

2 DURATION

This agreement will commence on 6th September 2021 and ends 1st July 2023 subject to earlier termination as described in paragraph 15.

3 ROLES AND RESPONSIBILITIES

3.1 In this agreement, these words have the following meanings:

- “we,” “us,” “our,” refers to Health Education England (North East, Yorkshire and Humber)
- “NYNHSAC” refers to Northern & Yorkshire NHS Assessment Centre
- “you,” “your,” refers to Tyne Coast College
- “training” means the training to be provided under this agreement.
- “learner” means any person participating in the training provided under this agreement.
- “agreement” means this Training Agreement including the annexes.

3.2 Our and your responsibilities shall be as outlined in Annex 1 of this Agreement and in the latest version of the Skills Funding Agency (ESFA) Chief Executive Funding Rules.

4 SPECIFIED CONTACTS

4.2 For us the contract manager shall be [REDACTED]

4.3 For the day to day management of the contract shall be [REDACTED]

4.3 For you the contract manager shall be [REDACTED]

5 EQUALITY AND DIVERSITY

5.1 You shall ensure that the organisation's procedures, policies and actions comply with all Equal Opportunity Acts / Legislation for example 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

5.2 You must notify us of any allegations of discrimination made against you

5.3 guarantee equality of access by participants to learning and assessment opportunities

5.4 provide appropriate additional support to participants with learning difficulties or disabilities as identified during any initial assessment and other key learner process stages of the participants' learning programme

6 HEALTH & SAFETY

6.1 You shall observe and 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 at work, whether produced by the Health and Safety Executive or otherwise.

6.2 You must allow us, with prior agreement, access to health and safety records, including risk assessments.

6.3 you must inform us of any accidents to any of our learners that require any form of medical treatment with 2 hours of the accident / incident

7 POLICIES

You must ensure that you have the following policies in place and these are reviewed and updated regularly or when new policy is released:

- Data and Privacy Policy
- Complaints policy

8 SAFEGUARDING

You shall ensure that you comply with all the current requirements of the Safeguarding Children and Vulnerable Adults Acts / Legislation; Prevent

9 INSURANCE

You must ensure that there is adequate and suitable insurance cover against any legal liability arising from claims made by learners or third parties for loss or damage to property or goods, personal injury, disease or death caused by any event occurring while the learner is under your control or supervision; or while the learner is outside your premises but engaged in activities or in pursuance of activities, which are arranged by you as part of the training programme.

10 MONITORING

For the purposes of monitoring, you must allow our staff, as well as representatives from the NYNHSAC and representatives of different auditing bodies such as ESFA, Ofsted, National Audit Office and European Court of Auditors, to visit and view the operations relating to the training and any premises where those operations are carried out, inspect relevant documents, and interview our learner(s) during these visits.

11 PERFORMANCE TARGETS

We shall agree with you time-bound performance targets for each course forming part of this agreement.

12 FINANCIAL ARRANGEMENTS

12.1 We agree to make payment as described in Annex 2 within 60 days of receipt of invoice following the completion of learning

12.2 If there is any evidence of current or historic irregular financial or delivery activity you are to inform us, this includes substantiated non delivery of training when funds have been paid and/or allegations of fraud.

12.3 You shall notify us immediately if you go into administration or liquidation as the Chief Executive of the Education and Skills Funding Agency (ESFA) must be assumed to be a creditor. You must ensure that we, to enable us to forward details to the ESFA, is provided with the details of the administrator or liquidator and receive notification of any creditors meetings. In this situation you must co-operate with us to ensure continuity of learning for all learners

12.4 You should also notify us immediately if your credit rating / scoring changes

12.5 Whilst you are not directing claiming ESFA funding for the learners listed in this Agreement you must be able to show that you have followed the relevant ESFA Funding Rules

12.6 You must not use this Training Agreement and ultimately the funds received from us, via ESFA funding, to make any bids or claims from any European source of funding in your own right without informing all parties of the source of this income.

12.7 The ESFA Funding Rules state they have the right to withdraw funding due any irregularities should this occur due to failure on your behalf we will subsequently recoup the said amount from yourselves.

13 NOTIFICATION REQUIREMENTS

13.1 You shall inform NYNHSAC when there are any significant problems relating to the learner's progress or performance. (For example: learner fails to attend as required; where any disciplinary action is taken against a learner; or significant changes to Award Body course content, time tabling or staffing.)

13.2 NYNHSAC shall inform you of any material change to the learner's apprenticeship training plan.

14 QUALITY ASSURANCE

14.1 You shall ensure that training and assessment of provision complies with appropriate external and awarding body requirements and updated regularly.

14.2 You must supply copies of all external quality assessor reports where our learners are involved with that award body. You must notify NYNHSAC immediately of any significant action points raised as a result of external verification visits eg withdrawal of approved status, any sanctions imposed or non-approval of candidate portfolios and action(s) you are taking to correct.

14.3 NYNHSAC will agree with you a formal schedule of meetings, including team and internal quality assessor meetings, to review delivery arrangements, performance and achievements as required.

14.4 You shall allow NYNHSAC to observe training sessions and work based assessments for each course. Visit arrangements will be agreed with you in advance.

14.5 Where we or you identify concerns relating to delivery or administration of the training, they will be discussed with the appropriate contacts. Where it is agreed corrective action is required, it will be documented.

14.6 Where this occurs, corrective action will be required to be implemented within an agreed time scale. Failure to do so may lead to the termination of this Training Agreement and the withdrawal of learners and to reclaim monies paid.

14.7 You will notify us of any Ofsted inspection / grading and any action(s) that is required to be taken.

14.8 You will notify us of any serious complaints and/or allegations by individual working for you and/or learners and/or relevant parties or any allegations of fraud.

15 VARIATION OF AGREEMENT

Variation to the terms of this agreement including its annexes may only be made with the written consent of both parties.

16 TERMINATION OF AGREEMENT

16.1 We or you may end this agreement by giving written notice of 8 weeks and all parties are required to work together to ensure continuity of learning for all learners named in this agreement.

16.2 Either party may immediately terminate this agreement if there is any material breach by the other party.

16.3 If this Training Agreement is terminated due to you entering administration or liquidation you are to assist us to ensure the continuity of learning for all learners under this Agreement.



17 AUTHORISATION

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

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


Signed: _____
Name:  _____
Position: WP & Apprenticeship Lead
Date: 13/01/2022

Authorised to sign on behalf of Tyne Coast College:


Signed: _____
Name:  _____
Position: _____
Date: _____

ANNEX 1 - ROLES AND RESPONSIBILITIES

We and NYNHSAC shall be responsible for:

- clearly identifying and informing you of what is required: including the qualifications, functional skills, optional framework units and other support to be delivered (as recorded in Annex 2)
- paying you the total fees as agreed between us as specified in Annex 2
- paying for registration and certification fees with the awarding bodies incurred by the learner
- registering the learner(s) to enable us to claim Levy funding for the relevant courses listed in accordance with the Apprenticeship Standard
- best endeavours to ensure learners attend college
- keeping you informed on any changes to the individual learner programme
- ensuring learners gather the practical work-based experience to enable them to gain evidence for their portfolios and to ensure that there is an adequate link between on and off the job provision
- passing on to you any concerns we may have, and ensuring they are discussed and acted upon where appropriate
- formal documentation and implementation of appropriate corrective action
- agreeing all visit arrangements with you in advance, where practicable
- issuing a report on preferred learning styles
- informing you of any complaints or grievances the learner may have regarding their training

You shall be responsible for:

- delivering the appropriate education and training as specified in Annex 2, to an acceptable Award Body standard
- ensuring you have formal awarding body approval to deliver the qualifications and that you have suitable qualified staff to deliver and assess the qualification as detailed in Annex 2 and forward relevant award body certificates to this office within one month of the commencement of training
- ensuring that all records pertaining to the learners in Annex 2 are retained in accordance with the appropriate award body requirements and made available as required
- complying with all the relevant, equality and diversity, health safety and welfare legislation, the required risk assessments are carried out and records retained, applicable to the learner(s) programme and notifying NYNHSAC immediately when any problems arise

- ensuring assessment of learners is carried out in accordance with the requirements of the awarding body and where this requires on the job assessment it is at a cost and at a time agreed with NYNHSAC
- registering the learner with the awarding body and confirming with NYNHSAC the candidate registration date, details, Qualification reference number, within six week of commencing training
- ensure that all certificates are received by NYNHSAC within six (6) weeks from the completion of learning
- notify NYNHSAC, in writing, within seven days of all learner absences (whether authorised or not)
- ensuring tutorial staff are aware of the agreed contract arrangements
- issue reports on learner progress at least once every term and allowing NYNHSAC access to tutors/trainers for discussion regarding learner progress. Access arrangements will be agreed in advance
- notify NYNHSAC immediately any concerns about a learners progress is recognised
- arrange meeting, where appropriate, at least termly or at the end of a block of training and that they serve as a vehicle to discuss the on the job element of the programme to ensure that there is an adequate link between on and off the job provision
- informing us of any complaints or grievances the learner may have regarding the training
- informing us of any disciplinary or grievance reports against learner(s)
- passing onto us any concerns you may have, without delay, and ensuring they are discussed and acted upon where appropriate
- formal documentation and implementation of appropriate corrective action
- forward to NYNHSAC the learner(s) Award Body certificates of achievement within one week of them being received by you
- notify NYNHSAC immediately of any delays in excess of one month between submission to the Awarding Body for certificates, and your receipt of them

Note: Failure by either you or us to meet the requirements outlined in this Annex may result in action as described in 14.5 and 14.6 of this agreement.

ANNEX 2 – AGREED TRAINING SERVICES AND FINANCIAL DETAILS

Payment Schedule:

Total	2022/23	2022/23	2023/24
	April 2022 (PEO)	July 2022 (BTEC Yr 1)	July 2023 (BTEC Yr 2)
£64,680.00	■■■■■	■■■■■	■■■■■

Note: Whilst HNC level 4 is not included for the September 2021 starts; if any progress to this level then this would be included in future contracts and priced accordingly.