

APPRENTICESHIP PARTNERSHIP AGREEMENT

DATED

24TH JULY 2018

HEALTH EDUCATION ENGLAND (NORTH EAST)

and

NORTHERN & YORKSHIRE NHS ASSESSMENT CENTRE (NYNHSAC)

SERVICE LEVEL AGREEMENT
relating to Apprenticeship Training

Version 1 – 14/012/2018

PARTIES, COMMENCEMENT AND DURATION

1. Introduction

The purpose of this combined Partnership Agreement is to set out management structures, roles and responsibilities in relation to the Regional Estates Apprenticeship Training Partnership between Health Education England North East (HEE NE) and Northern & Yorkshire NHS Assessment Centre (NYNHSAC).

Health Education England North East has had a long tradition of working in partnership with the estates regional scheme to provide high quality apprenticeship training. The regional estates program, its staff and regional centre are funded from HEE NE who maintains the performance and quality of the overall program for the region.

This Partnership Agreement addresses the essential elements of training, which must combine effectively to ensure that trainees achieve their apprenticeship. It sets out the contribution to the training process, which will be made by HEE NE, NYNHSAC and its subcontractors in relation to key factors such as:

- The roles and responsibilities of each partner;
- The quality of placement experience;
- The assessment of trainees;
- The management and quality assurance of the programme;

2. Services covered within this partnership agreement

X12 estates apprentices commencing September 2018 for the duration of 46 months Apprentices will undertake the Science Industry Maintenance Technician - level 3 standard (code 045). Levy funded from employers at the cost of £27,000 per learner (including EPA).

Course content as a minimum will include:

- PEO
- BTEC Level 3 (relevant to the apprentices specialism)
- NVQ3
- BTEC Level 4 (relevant to the apprentices specialism or as agreed with employer)
- All Specialist courses arranged with the employer to suit the apprentice based on progression
- End Point Assessment

3. Date

The date of this Agreement is 1st September 2018

4. Parties, Commencement and Duration

- i. This agreement is made between Northern & Yorkshire NHS Assessment Centre (NYNHSAC) and Health Education England North East (HEE NE) to deliver and work in partnership the agreed qualifications and programme/s as set out in the Agreed Training Services
- ii. This Agreement shall commence on the Commencement Date and shall continue until the specified termination date, unless terminated by one Party serving on the other not less than 12 months' notice to terminate this Agreement.

5. Changes to Services

- i. If HEE NE or NYNHSAC wishes to change this Agreement or the Agreed Services, it may at any time request such change. In negotiation with both parties to agreed such changes.
- ii. Amendments to the Agreed Services by either Party shall be made and agreed in writing

5. Specified Contacts

A representative from both parties 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.

For the Provider: the contact will be [REDACTED]

For the Subcontractor: the contact will be [REDACTED]

PARTNERSHIP RESPONSIBILITIES

6. Northern & Yorkshire NHS Assessment Centre Responsibilities

NYNHSAC shall observe and perform the terms set out below:

- i. prepare the Individual Learning Plan (Learner Booklet) and Commitment Statement at the start of an Apprentice's programme;
- ii. provide employers with learner details to ensure employers are able to accurately record learners on the apprenticeship service
- iii. check the eligibility of the individual Apprentice at the start of their apprenticeship;
- iv. retain evidence of each Apprentice's eligibility in line with the ESFA retention period;
- v. Carryout 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;
- vi. have in place systems which will provide a quarterly report. The report will contain information relating to Apprentice's progress against programme, performance, attitude, conduct, attendance and achievement;
- vii. provide HEE NE with assessors for the purpose of the delivery of the regional estates program; employers will 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;
- viii. conduct a thorough Functional Skills assessment;
- ix. ensure that course results are forwarded to HEE NE once in receipt of certification or known results of examinations in order to approve and book EPA;
- x. certificates achieved by learners will be claimed for from ESFA by the AAO and forwarded to HEE NE. HEE NE will forward to NYNHSAC once received. NYNHSAC will be responsible for forwarding such certificates to the learners;
- xi. provide HEE NE with documents, information and materials as it may reasonably require for the requirements of OFSTED;
- xii. ensure that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship;
- xiii. ensure that each Apprentice is eligible to work in England;
- xiv. notify HEE NE of any changes to the Apprentice's employment status;
- xv. deliver effective Health and Safety Induction training for Apprentices upon entry to the programme and recorded in the ILP;
- xvi. that the Apprentice is meeting the off-the-job requirement of the framework/standard

- xvii. provide participants with on-going suitable and sufficient Health and Safety information, instruction and training;
- xviii. Co-ordinate the booking of specialist courses to meet the requirements of the framework/standard and the employer;
- xix. Keep accurate learner files, made available to HEE NE, ESFA and Ofsted for audit and quality purposes;
- xx. Use HEE NE MI system (Maytas) to accurately record learner data, in order that HEE NE may draw down levy funding for learners;
- xxi. Provide annual finance and budget reports to HEE NE;
- xxii. provide HEE NE with such information as it may reasonably require for it to obtain funds from the Employers Digital Account, including but not limited to evidence:
 - a) of the Apprentice's eligibility to receive funding at the start of the Apprenticeship programme;
 - b) of the Apprentice's employment as defined by HM Revenue and Customs;

7. Health Education England North East Responsibilities

- i. contract with an organisation to conduct the final assessment for the Apprentice (Apprentice Assessment Organisation - AAO) of the Employers choosing, and agree with NYNHSAC and the AAO the arrangements for end-point assessments, re-takes and payments;
- ii. make payment to the AAO for conducting the end-point assessment and keep records of all payments;
- iii. make payment to sub-contractors/colleges for conducting knowledge elements of the program and keep records of all payments;
- iv. performance manage the program, monitoring success rate, timely success rates, retention, outcomes, overdue learners and minimum standards (list is not exhaustive). HEE NE will work with NYNHSAC to take remedial action where any areas of poor performance are identified;
- v. make payment to NYNHSAC for conducting knowledge elements of the program and keep records of all payments;
- vi. manage the ESFA provider digital account, ensuring accurate data input;
- vii. provide support to employers in using their digital account for the accurate recording of program details
- viii. manage the MI system (Maytas), ensuring accurate and high quality data input. HEE NE will be responsible for the uploading of ILR learner data to the ESFA each month;
- ix. declare use of subcontractors to ESFA in line with funding rules and requirements;
- x. ensure any use of sub-contractors is high quality and low risk, performing an annual audit of sub-contacted activity as required by ESFA;
- xi. only use funds in the employers Digital Account or government-Sub Contractor co-investment for those who are eligible;
- xii. Certificates achieved by learners will be claimed for from ESFA by the AAO and forwarded to HEE NE. HEE NE will forward to NYNHSAC once received. NYNHSAC will be responsible for forwarding such certificates to the learners;
- xiii. Manage and co-ordinate quality in line with the Common Inspection Framework (CIF) and HEE NE quality principles ensuring compliance with Ofsted;
- xiv. 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, HEE NE will provide and seek funding for the required functional skill/s from the government additional payments;
- xv. agree with the employer and NYNHSAC when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their end-point assessment;
- xvi. 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;
- xvii. perform annual file audits to ensure funding and learner data is accurate and correct;

- xviii. ensure that the Apprenticeship Agreement with each Apprentice is for a fixed term of 4 years for at least 37 hours per week;
- xix. draw down all incentive payments from ESFA; 16-18 incentive payments will be paid to employers within 30 days of receipt;
- xx. In the event of HEE NE receiving an Inadequate Ofsted grade for apprenticeship provision. Each employer can choose to allow their apprentices to remain with the organisation until their apprenticeship is complete, or they can select a different provider. Where the organisation is also the employer of the apprentices, they can choose to continue to deliver training to these apprentices, or can transfer them to another provider. The ESFA and HEE NE will help employers to transfer their apprentices where they want this to happen. If Ofsted has raised concerns about safeguarding in an inspection report, and identified a significant risk to apprentices, the ESFA reserve the right to remove an organisation from the register and stop all current and future apprenticeship delivery, requiring employers to move all apprentices to other providers. HEE NE will help employers find an alternative provider in this scenario.
- xxi. In the event of HEE NE ceasing to exist and/or are no longer able to act as the provider, HEE NE will help employers find an alternative provider in this scenario.

8. Termination

This agreement will terminate when all learners complete, or otherwise leave, the programme. Either party may terminate the agreement, without reason, by giving 12 months' notice in writing.

Where there has been a major breach by either party the other party may terminate this agreement without notice.

INVOICING AND PAYMENT

HEE NE shall pay the NYNHSAC annually for services rendered before the end of the previous year;

NYNHSAC shall only be entitled to the 20% completion payment once the Apprentice has sat the end point assessment.

Payment schedule;

Total	2018/19	2019/20	2020/21	2021/22	2022/23	20% achievement paid in 2022/23
	March 19	March 20	March 21	March 22	July 22	Sep 22
£144,387.00						

AUTHORISATION

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

9. Authorised to sign on behalf of NORTHERN & YORKSHIRE NHS ASSESSMENT CENTRE

Signed:

Print Name:

Position:

Date:

10. Authorised to sign on behalf of HEALTH EDUCATION ENGLAND NORTH EAST

Signed:

Print Name:

Position:

Date:
