

# **APPRENTICESHIP PARTNERSHIP AGREEMENT**

DATE:

17/09/2021

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

and

**MANCHESTER UNIVERSITY NHS FOUNDATION TRUST**

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**SERVICE LEVEL AGREEMENT**  
relating to Apprenticeship Training

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Version 1 – 17/09/2021

# **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 Mammography Associate apprenticeship Partnership between Health Education England (North East, Yorkshire and Humber) and Manchester University NHS Foundation Trust (MFT).

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 YH, MFT 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**

X7 apprentices commencing 17/09/2021 to 16/12/2022

X6 apprentices commencing 17/09/2021 to 09/04/2023

X1 apprentices commencing 17/09/2021 to 15/10/2023

X1 apprentices commencing 25/10/2021 to 22/11/2023

Apprentices will undertake the Mammography Associate apprenticeship programme. Levy funded from employers at the cost of £[REDACTED] per learner (including EPA).

Course content as a minimum will include:

- 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 17<sup>th</sup> September 2021.

## **4. Parties, Commencement and Duration**

- i. This agreement is made between Manchester University NHS Foundation Trust (MFT) and Health Education England (North East, Yorkshire and Humber) 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 YH or MFT wishes to change this Agreement or the Agreed Services, it may at any time request such change.
- 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] and [REDACTED] and [REDACTED]

For the Partner: the contacts will be [REDACTED] and [REDACTED]

## **PARTNERSHIP RESPONSIBILITIES**

### **6. Manchester University NHS Foundation Trust (MFT)**

The Manchester University NHS Foundation Trust 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 (not required for non-levy funded learners)
- 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 YH with assessors for the purpose of the delivery of the Mammography Associate apprenticeship; 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 YH 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 YH. HEE NE YH will forward to MFT. MFT will be responsible for forwarding such certificates to the learners;
- xi. provide HEE NE YH 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 YH 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 YH, ESFA and Ofsted for audit and quality purposes;
- xx. Use HEE NE YH MI system (Maytas) to accurately record learner data, in order that HEE NE YH may draw down levy funding for learners;
- xxi. Provide annual finance and budget reports to HEE NE YH, maintaining an audit trail on how funds are being utilised ensuring they meet the requirements as laid out in ESFA employer provider guidance
- xxii. provide HEE NE YH with such information as it may reasonably require for it to obtain funds from the Employers Digital Account, including but not limited to evidence (not required for non-levy learners):
  - 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, Yorkshire and Humber Responsibilities**

- i. contract with an organisation to conduct the final assessment for the Apprentice (End Point Assessment Organization – EPAO) of the Employers choosing, and agree with MFT and the EPAO the arrangements for end-point assessments, re-takes and payments;
- ii. make payment to the EPAO for conducting the end-point assessment and keep records of all payments;
- iii. make payment to sub-contractors 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 YH will work with MFT to take remedial action where any areas of poor performance are identified;
- v. make payment to MFT 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 YH 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 EPAO and forwarded to HEE NE YH. HEE NE YH will forward to MFT once received. MFT will be responsible for forwarding such certificates to the learners;
- xiii. Manage and co-ordinate quality in line with the Education Inspection Framework (EIF) and HEE NE YH 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 YH will provide and seek funding for the required functional skill/s from the government additional payments;
- xv. agree with the employer and MFT 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 covers the duration as specified in the apprenticeship standard
- xix. draw down all incentive payments from ESFA; 16-18 incentive payments will be paid to employers within 30 days of receipt;

## **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 breach by either party the other party may terminate this agreement without notice.

## INVOICING AND PAYMENT

HEE NE YH shall pay MFT quarterly for services rendered, with MFT invoicing HEE NE YH directly.

Staff time is for tutor(s) to deliver direct off the job training to HEE main provider contract learner(s).

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

HEE NE YH will create separate contracts with the agreed Functional Skills providers and pass ESFA income onto them as required.

The EPAO payment total of £ [REDACTED] will be retained by HEE NE YH and paid to the EPAO at the appropriate time.

Payment schedule (Quarterly, Financial year):

For 15 learners.

<b>Payment Schedule:</b>	<b>£</b>
March 2022 Q4 21/22	[REDACTED]
June 2022 Q1 22/23	[REDACTED]
Sept 2022 Q2 22/23	[REDACTED]
Dec 2022 Q3 22/23	[REDACTED]
March 2023 Q4 22/23	[REDACTED]
June 2023 Q1 23/24	[REDACTED]
Sept 2023 Q2 23/24	[REDACTED]
Dec 2023 Q3 23/24	[REDACTED]



## AUTHORISATION

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

9. Authorised to sign on behalf of **MANCHESTER UNIVERSITY NHS FOUNDATION TRUST**

**Signed:**



**Print Name:**



**Position:**

Training and Education Lead (Mammography)

**Date:**

**24/03/2022**

10. Authorised to sign on behalf of **HEALTH EDUCATION ENGLAND (NORTH EAST, YORKSHIRE AND HUMBER)**

**Signed:**



**Print Name:**



**Position:**

Widening Participation and Apprenticeship Lead

**Date:**

03/03/2022