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1. Contract Details

1.1. THE CONTRACTOR shall deliver the agreed provision outlined in Schedule 1b of this Contract and subject to the terms and conditions of the Contract as detailed. The current rates applicable for each element of Service delivered are set out in Schedule 2b Annex 1.

1.2. The payments for the Services specified in Schedule 1b of this Contract is subject to an overall maximum value of £…………………. No payments will be made in excess of this value.

1.3. The Service under Schedule 1b of this Contract are to be delivered in accordance with the delivery profile agreed with THE COUNCIL and attached at Schedule 2b, Annex 2. Any variation to this must be agreed in writing by THE COUNCIL.

1.4. THE COUNCIL will not be obliged to pay for activity for learners where no contact has been made with the learner over a period of 12 weeks from the documented previous review. In such cases THE COUNCIL can deem the learner to have left the programme.

2. Eligibility

2.1. All Learners being funded must meet the eligibility criteria, which have been set out in Schedule 1b, Annex 1. Current eligibility for new starts will not be retrospectively applied to carry in learners.

2.2. Learners are deemed to have commenced their learning period when they have started the learning activity as set out in their Individual Learning Plans.

3. Activity and Payment Profiles

3.1. Schedule 2b, Annex 2 details the activity and payment profiles for the programme, which have been agreed. It covers the start rate and the outcome rate for the provision agreed.

4. Returns

4.1. THE CONTRACTOR must supply to THE COUNCIL data on each individual Learner through the completion of the Individual Learner Record (ILR), in accordance with the provider support manual NVQs for Adults 2006/07 and the latest ILR Specification.

4.2. THE COUNCIL has commissioned The National Training Partnership (NTP) to collect the ILR submissions on behalf of THE COUNCIL. In order for NTP to do this, THE CONTRACTOR must supply NTP, with data in accordance with the following:
4.2.1. in line with agreed audit arrangements;
4.2.2. in adherence with the data protection act;
4.2.3. to enable payment made on actual delivery;
4.2.4. to support the contract management and allocation processes.

4.3. THE CONTRACTOR is required to complete an Individual Learning Plan for all the Learners on this programme and use this as a monitoring and assessing tool, documenting details against those key priorities identified at the review meetings.

4.4. THE CONTRACTOR shall submit ILR data in one of the following ways:

4.4.1. Data is submitted to NTP online using their provider online system, as specified by THE COUNCIL; or

4.4.2. Data is sent to NTP electronically in a batch file, as specified by THE COUNCIL

4.5. THE CONTRACTOR must agree with THE COUNCIL the data transmission method to be used. THE CONTRACTOR will not change from one method to another unless agreed in writing by THE COUNCIL. THE COUNCIL reserves the right to require THE CONTRACTOR to move to another form of data transmission.

4.6. Data collected must be transmitted to NTP through their Web portal. http://data.ntp.co.uk/. Access to the web portal is restricted and THE CONTRACTOR agrees to comply with the conditions of use regarding supply of data as stated in paragraph 5.

4.7. In circumstances where no data has been added or updated for a given collection period THE CONTRACTOR must inform THE COUNCIL of a "nil return" through the web portal.

4.8. THE CONTRACTOR must ensure that data is received by NTP by the 5th working day following the last day of the month. A time table of submission dates is at Annex 3.

4.9. Where THE COUNCIL is concerned about the quality of the data, including the completeness or accuracy of the data, provided by THE CONTRACTOR, THE COUNCIL may require THE CONTRACTOR to supply data more frequently for such period as THE COUNCIL shall require.

4.10. THE COUNCIL reserves the right to require THE CONTRACTOR, at its own cost, to carry out such work as THE COUNCIL deems necessary to improve the quality of data.

4.11. THE COUNCIL reserves the right to suspend payments to THE CONTRACTOR under the contract where data quality gives rise to concern about the accuracy of the data provided by THE CONTRACTOR.

4.12. Failure to transmit complete and accurate data to THE COUNCIL in accordance with clause 5.7 will constitute a Serious Breach of Contract in accordance with clause 18 of the General Terms and Conditions of the contract.
4.13. Where THE CONTRACTOR has a sub-contract arrangement in place, it is the responsibility of THE CONTRACTOR to ensure data is submitted to NTP.

4.14. NTP will provide THE COUNCIL with monthly management information based on the timely valid ILR data supplied by THE CONTRACTOR.

5. **Review of Contractual Performance**

5.1. Payments will be linked to cash earned by actual delivery, as determined by timely valid ILR data submitted.

5.2. Where THE CONTRACTOR’S actual delivery will result or has already resulted in an overpayment to THE CONTRACTOR, THE COUNCIL will withhold from, or deduct the amount owed from, payments due to THE CONTRACTOR under the contract for current or subsequent months or years accordingly.

5.3. Where THE CONTRACTOR’S actual delivery has resulted in an underpayment to THE CONTRACTOR, THE COUNCIL will adjust the amount due to THE CONTRACTOR accordingly. This adjustment shall not exceed the overall maximum value set out in paragraph 1.2.

5.4. THE COUNCIL will conduct informal and formal reviews throughout the year to monitor THE CONTRACTOR’s actual delivery against the profile.

5.5. Where an overpayment is discovered as the result of a Provider Financial Assurance report or any other audit report, THE COUNCIL will notify THE CONTRACTOR of the amount of money overpaid and it will be recovered by invoice or by withholding payment from, or deduct the amount owed from, payments due to THE CONTRACTOR under the contract for current or subsequent months or years accordingly.

5.6. Where THE COUNCIL carries out a review or audit of a sample of evidence that supports THE CONTRACTORS claims or payments under the Contract, and identifies errors in that evidence are material (as deemed by THE COUNCIL), then THE COUNCIL reserves the right to recover from THE CONTRACTOR, or adjust future payments to THE CONTRACTOR, an estimated amount based on the error rate identified and the total value of the Contract or based on the actual error identified.

5.7. THE COUNCIL will conduct a formal In-year review to assess delivery against contract. If there is significant underperformance THE COUNCIL’s Contract Manager reserves the right to re-negotiate the profiles with THE CONTRACTOR based on the performance to date against profile.

5.8. THE COUNCIL does not guarantee funding where THE CONTRACTOR has exceeded the agreed volumes set out in Schedule 2b, Annex 2.

5.9. All adjustments to contracted provision will be agreed and documented, in the form of a variation of agreement; this shall be signed by THE CONTRACTOR and countersigned by THE COUNCIL.
6. Payment Process

6.1. Payments will be linked to cash earned by actual delivery of service, the initial payment will be made in June and monthly thereafter, subject to a signed contract being in place, with no outstanding issues, such as financial health.

6.2. All payments will be made via BACS, and will be made inline with the published timescales in Annex 3.

6.3. Funds allocated are available for the delivery of starts and outcomes between 1\textsuperscript{st} April 2006 and 31\textsuperscript{st} March 2007. Funds allocated to a particular year are available for that accounting year only. The allocation of funds may not be altered except with the prior written consent of THE COUNCIL.

6.4. THE COUNCIL will pay for achievements for learners who commenced their training between 1\textsuperscript{st} April 2006 and 31\textsuperscript{st} March 2007 and who are due to complete their training in the 2006-7 financial year.

6.5. If any problems arise, THE CONTRACTOR should contact NTP by calling 0114 290 6000. NTP aims to reply to complaints within 10 working days. NTP shall not be responsible for any delay in payment caused by incomplete or invalid data submissions.

7. Evidence and Achievement Verifications

7.1. The evidence requirements are set out in Schedule 2b, Annex 4, THE CONTRACTOR must retain such evidence for inspection on demand.

7.2. THE COUNCIL has the right to recover from THE CONTRACTOR any money paid on the basis of delivery volumes for which evidence of eligibility for funding required by the Contract is lacking, or where the absence of an audit trail makes the location of evidence impossible.

7.3. THE CONTRACTOR shall ensure that all qualifications are awarded and evidenced.

8. Financial Information

8.1. THE COUNCIL reserves the right, at any reasonable time, and as it may deem necessary, to require THE CONTRACTOR to:

8.1.1. provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract; and/or,

8.1.2. obtain a report by an independent accountant of THE COUNCIL’s choice on the financial systems and controls operated by THE CONTRACTOR in respect of monies claimed or received under the Contract; and/or

8.1.3. provide a copy of THE CONTRACTOR’s latest audited Accounts.

8.2. Costs, fees or charges incurred in any of the above cases shall be paid by THE CONTRACTOR.
8.3. THE COUNCIL reserves the right to require any claim or management information submitted, or to be submitted, by or on behalf of THE CONTRACTOR, to be audited by an independent accountant of choice.
### Funding Rates – Non MOD Provision

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Start Rate</th>
<th>Level 2 Outcome Rate</th>
<th>Level 3 Outcome Rate</th>
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</thead>
<tbody>
<tr>
<td>Agriculture / Health, Care &amp; Public Services / Media &amp; Design</td>
<td>£125</td>
<td>£680</td>
<td>£950</td>
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<tr>
<td>Construction / Engineering / Transportation</td>
<td>£125</td>
<td>£850</td>
<td>£950</td>
</tr>
<tr>
<td>Business Administration / Retailing &amp; Customer Service / Hospitality</td>
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<td>Manufacturing</td>
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<td>Management &amp; Professional</td>
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<td>Leisure, Sport &amp; Travel</td>
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<td>Hair &amp; Beauty</td>
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### Funding Rates – MOD Provision

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<th>Occupation</th>
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<th>Level 2 Outcome Rate</th>
<th>Level 3 Outcome Rate</th>
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<td>Business Administration</td>
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<td>Hospitality</td>
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<td>Management &amp; Professional</td>
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<td>Media &amp; Design</td>
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### Funding Rates – Skills for Life

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<tr>
<td>First Outcome</td>
<td>£250</td>
</tr>
<tr>
<td>Second Outcome</td>
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<tr>
<td>Third Outcome</td>
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Schedule 2b, Annex 2
Profile Volumes
Learning and Skills Council

Invoice Submission Dates 2006-7

NVQs for Adults

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<th>Month</th>
<th>Data Submission Date</th>
<th>Payments to be made to providers</th>
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<td>April</td>
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<td>29/05/2006</td>
</tr>
<tr>
<td>May</td>
<td>07/06/2006</td>
<td>27/06/2006</td>
</tr>
<tr>
<td>June</td>
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<td>27/07/2006</td>
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<tr>
<td>September</td>
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<tr>
<td>November</td>
<td>07/12/2006</td>
<td>05/01/2007</td>
</tr>
<tr>
<td>December</td>
<td>08/01/2007</td>
<td>29/01/2007</td>
</tr>
<tr>
<td>January</td>
<td>07/02/2007</td>
<td>28/02/2007</td>
</tr>
<tr>
<td>February</td>
<td>07/03/2007</td>
<td>28/03/2007</td>
</tr>
<tr>
<td>March</td>
<td>10/04/2007</td>
<td>01/05/2007</td>
</tr>
</tbody>
</table>
EVIDENCE REQUIREMENTS

1. THE CONTRACTOR will comply with evidence requirements as prescribed by THE COUNCIL.

2. Payment Conditions

   2.1. The following shows the evidence which should be retained on THE CONTRACTOR'S premises:

      2.1.1. THE COUNCIL requires fully completed, comprehensive and accurate documentation to support your data return;

      2.1.2. Original Individual Learner Record (ILR) forms which reflect the electronic data submitted to NTP.

      2.1.3. Proof of diagnostic test for Skills for Life

2.2. Evidence shall be available at the time the data return is submitted to NTP.

2.3. Learner Starts

   2.3.1. Original Individual Learner Records for all learners who have started a programme.

   2.3.2. Enrolment details of learners with the appropriate awarding body within 8 weeks (56 days) of starting the programme.

   2.3.3. That the learner has met the eligibility rules.

2.4. Achievement:

   2.4.1. Evidence that the qualification achieved is current and approved.

   2.4.2. A print out from the Awarding Body showing the successful candidates for this initiative if certificates not received or copies of the awarding body certificate for all learners.

   2.4.3. Evidence that the Learner was registered /working towards the qualification before the QCA last entry date.

   2.4.4. Evidence that the Learner achieved the qualification before the QCA certification end date.

   2.4.5. Where THE CONTRACTOR has been approved by the appropriate awarding body to have sufficient systems to qualify for direct claims status, evidence from the internal verifier that the Learner has achieved the qualification.

2.5. Leavers:

   2.5.1. ILR Form completed in accordance with THE COUNCIL's guidance.

   2.5.2. Evidence of a leaver notification completed in accordance with THE COUNCIL's guidance.

   2.5.3. Evidence that the individual learning plan has been updated with actual date of leaving.