

ALL AMENDMENTS ARE INCLUDED IN THE 2020/21 EF RULES (AS EXTENDED TO 31 MARCH 2022)

CLAUSE NO.	DETAILS OF CLARIFICATION/AMENDMENT (ALL CHANGES HIGHLIGHTED IN YELLOW)	REASON FOR AMENDMENT
<p>Please note any agreement for variation to the EF Rules must be submitted for review on an annual basis. Any agreements currently in place will run to 31 March 2022 only, subject to review.</p>		
<p>Part 3 2.5 Health and Safety</p>	<p>2.5.1 The Provider’s obligations regarding Health & Safety are set out in detail within the SDS NTP Health, Safety and Wellbeing Standard for Learning Providers and its subsidiary documents. The Standard and its subsidiary documents may be found in the Health, Safety and Wellbeing Requirements section of the SDS Provider Web Pages, within the health and safety section. The Provider must read these documents and ensure that it fully complies with all applicable requirements, including retaining appropriate documentary evidence.</p> <p>2.5.2 Providers shall have responsibility for the health & safety of Participants as if they were employees of the Provider.</p> <p>2.5.3 Providers shall have in place for the duration of the EF Contract and each Contract Schedule thereunder: -</p> <ul style="list-style-type: none"> (a) a named, competent person to advise on health and safety issues; (b) documented policies, procedures and any other additional arrangements which are necessary in order to meet the detailed obligations described within the SDS NTP Health, Safety and Wellbeing Standard for Training Providers and its subsidiary documents; (c) up to date documentation/other evidence of compliance with health, safety and wellbeing requirements. These documents and /or other evidence must be made available to SDS promptly upon request; (d) removed <p>2.5.4 Other health, safety and wellbeing requirements</p> <p>2.5.4.1 If an incident occurs whilst a Participant is conducting Services identified in their Individual Training Plan or which are relevant to the Employability Fund Services, the Provider must follow the requirements of the Incident Reporting and Investigation Procedure.</p> <p>2.5.4.2 The condition in 2.5.4.1 is without prejudice to any statutory duty of any person to make notification of a death, injury, case of disease or dangerous occurrence.</p> <p>2.5.4.3 The Provider shall ensure that in matching Participants to Employability Fund Services and in ensuring their well-being in Provider premises or on Placement appropriate health monitoring shall be undertaken, including medical examinations, if required.</p> <p>2.5.4.4 The Provider shall take appropriate actions to ensure that all Participants understand the necessity of disclosing medical conditions in order to comply with legislation and to remain safe in the workplace and that their colleagues are also safe in the workplace. Evidence of having done so must be retained in accordance with rule 21 of this Part Three, for the duration of each Contract Schedule, and made available to SDS staff promptly on request. All information so obtained must be securely stored and disclosed only as appropriate and with the Participant’s consent, where appropriate.</p>	<p>Reviewed and updated with some paragraphs removed and renumbered</p>

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	<p>2.5.4.5 The Provider shall have a separate written contract with the Subcontractor and include clauses covering:</p> <ul style="list-style-type: none">• the health, safety and wellbeing duties which have been delegated to the Subcontractor;• Participant induction;• the requirement that Employers' Liability Insurance is in place at all times;• the reporting to the Provider of incidents involving Participants;• access to subcontractor premises for all authorised SDS staff. <p>2.5.4.6 removed</p> <p>2.5.4.7 removed</p>	
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