



# SUB-CONTRACTING FEES AND CHARGES POLICY AND PROCEDURE

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## **1. Strategic Aim:**

Qualitrain recognises that Sub Contracting and the associated robust processes are vital for control and traceability of quality of training delivery. Through its security policies, procedures and structures, Qualitrain will facilitate the security and control of the procurement of sub-contractors. Qualitrain believes that creation, deployment and security is an integral part of the information sharing which is essential to academic and corporate endeavour and this Procedure is intended to support information security measures throughout the Company. This procedure works in conjunction with Qualitrain's Document Control and Retention and disposal procedures and auditing procedures. All sub-contracting assessments will be conducted by following the requirements of the ESFA Apprenticeship funding and performance-management rules for training providers

As part of Qualitrain's Strategy to provide high quality learning experiences to students and to bridge identified skills and provision gaps, a proportion of the Qualitrain delivery will be undertaken by local and national Sub-Contractor providers. The strategic aim is to engage with new markets and strengthen our core education sectors of Lean and Six sigma methodology.

Qualitrain will take all reasonable measures to ensure the selection of competent Sub-Contractors to deliver education and training by carrying out a due diligence process prior to entering into any Agreement to help build capacity of delivery where needed.

In line with the Education Skills Funding Agency (ESFA) requirements, this policy outlines how Qualitrain contributes towards improving the quality of sub-contractor teaching and learning as well as underlining the services provided, in return of fees charged to our partners. Qualitrain will create a best practice principle, by involving our sub-contractors, to develop best delivery for our learners and customers.

The delivery of Sub-contractor's is to be carried out in a safe manner without risk to the Health, Safety and Welfare of the Sub-Contractors, Qualitrain Employees, Students or Visitors.



Qualitrain will take all reasonable steps to ensure that the delivery of education and training by the Sub-Contractor adheres to the Qualitrains Equality and Diversity Policy and any legislation relating to Equality and Diversity.

Qualitrain will take all reasonable steps to safeguard students and vulnerable adults by expecting Sub-Contractors to conform to the standards established by Qualitrain's Safeguarding Policy and Prevent policies.

Qualitrain recognises that sub-contracting work does not absolve Qualitrain of its legal obligations or responsibilities.

This document sets out Qualitrain's policy and procedures on the selection, appointment and management of Subcontractors.

The Policy and procedures are reviewed annually and will be brought to Corporation for approval.

## 2. DEFINITIONS

The procedure relates to the provision of sub-contracted delivery of full programmes, and/or Standards/frameworks by Qualitrain or third party.

2.1 Sub-Contractor In this policy, Sub- Contractor means anyone selected, appointed or engaged by Qualitrain to work with Qualitrain to provide education and training to students not on Qualitrain premises.

2.2 Competence In this policy, competence means the acquisition of sufficient skills, knowledge and experience of current best practice to fulfil the role as detailed in the Sub-Contractor Agreement.

2.3 Education Skills Funding Agency (ESFA) The Education and Skills Funding.

2.4 Contract or Agreement is where a Lead Provider has entered into a contract with a third party to carry out part of the services that are funded by the Chief Executive of the Education and Skills Funding Agency.

2.5 Register of Apprenticeship Training Providers (RoATP) The Register of Apprenticeship Training Providers (RoATP) is a register of providers that have passed the standards expected by the ESFA and are eligible to be invited for future invitations to tender for the delivery of education and training services.

2.6 Due Diligence Qualitrain will undertake a full Due Diligence check on potential Sub-Contractors prior to awarding them a contract to deliver education and training services. This check meets ESFA standards and will request information such as: (Due Diligence Pack)



- Copies of annual financial accounts
- Details of the teaching / delivery staff
- Details of awarding body accreditation
- Details of policies and procedures
- Details of Insurance Policies
- Employer Liability Insurance
- Public Liability Insurance
- Professional Indemnity Insurance
- Details of the Directors and the ownership of the organisation
- Details of the organisations UK Provider Reference Number (UKPRN)
- Trade references
- DBS / Vetting and Barring Service approval for Delivery / Contact Staff
- Details of Ofsted Inspections either direct or indirectly
- Details of other Quality Standards held e.g ISO / IIP
- Details of Registration with the Information Commissioners Office
- Details of Safeguarding policies and procedures
- Details of the Continuous Professional Development policies, procedures and processes

2.7. Remuneration Qualitrain will pay the Sub-Contractor funding that it is paid by the ESFA after the management fee has been taken out. This management fee is agreed after due diligence has taken place, however if the Sub-Contractor submits a high percentage of paperwork with errors / omissions Qualitrain will increase the management fee to cover additional work. The monitoring will be implemented through a monthly performance report.

### 3. PRINCIPLES

This policy applies to all Sub-Contractors and their staff. The Policy identifies both internal and external stakeholders and their role in relation to policies, procedures and standards expected by Qualitrain whilst delivering education and training programmes on behalf of Qualitrain.

### 4. SCOPE AND LIMITATIONS

This policy relates to the interaction between Qualitrain and the Sub-Contractor and the SubContractor and Employers. Qualitrain will work with Sub-Contractors to ensure that:

- Sub-Contractors achieve a minimum standard to be considered a partner with Qualitrain;
- The delivery of education and training meets Qualitrain, awarding organisations and ESFA requirements;



- Students and employers are benefitting through the delivery of high quality education and training programmes.

## 5. RESPONSIBILITIES

5.1 Quality and compliance Director; The Quality and compliance Director has the overall responsibility for all matters, involving the Sub-Contractors Policy. This responsibility includes ensuring that Audit and Quality Compliance matters are seen as an important priority for Qualitrain, addressed through comprehensive policies and procedures that are effectively implemented and appropriately resourced within the overall financial position of Qualitrain.

5.2 Directorship Team; Each member of the Directorship Team is responsible for ensuring that Qualitrain's Sub-Contractors policy is implemented.

5.3 Qualitrain Leadership and Management team  
Qualitrain Leadership and Management team are responsible for supporting the principle of the Sub-Contractors policy.

5.4 Subcontractors and their employees; All Sub-Contractors and their employees have a responsibility to fulfil the requirements of the Agreement relating to Qualitrain policies including Health and Safety, Safeguarding, Equality and Diversity, Audit and Quality compliance, Prevent and radicalisation.

5.5 Sub-Contractors must comply with Qualitrain's Policies including safety standards and meet their statutory obligations with regards to Health and Safety. Ensuring that any accident, incident or near miss arising is reported in line with Qualitrain procedures.

The Sub-contractor is responsible for:

- Providing the information requested by Qualitrain as a part of the due diligence process.
- Sub-Contractors must comply with Qualitrain's Policies including safety standards, Safeguarding, Prevent and meet their statutory obligations with regards to Health and Safety. Ensuring that any accident, incident or near miss arising is reported in line with Qualitrain procedures.
- Providing information to Qualitrain about how its activities will affect Qualitrain students, and others for whom Qualitrain has a responsibility prior to any work being undertaken.



- Providing Qualitrain, documentation to enable Qualitrain to make a judgement as to the suitability to enter into a sub-contract Agreement. The documentation is to be updated on a timely basis and at the request of Qualitrain for the duration of the Agreement.
- Ensuring that Students are eligible for funding in accordance with ESFA Funding Rules and any subsequent amendments.
- Informing Qualitrain of any changes of:
  - Ownership of the organisation
  - The management structure of the organisation
  - Loss of centre accreditation / direct claim status
  - Status in relation to winding up orders
- Details of any accidents/dangerous occurrences affecting students or a learning environment.
- Details of any Safeguarding issues.
- Details of any radicalisation or prevent duties.
- Details of any Criminal Offences of students prior to any learning taking place.
- Entry onto the RoATP and maintaining its registration.
- Completion of an annual Self-Assessment Report (SAR).
- Submission of enrolments, registers and completion
- Submission of enrolments, registers and completion documentary evidence in a timely and with minimal errors or omissions.

## 6. SUBCONTRACTING RATIONALE

With the advent of the Apprenticeship Reforms in 2017, Qualitrain identified the need to ensure that the appropriate breadth and depth of our provision met the diverse needs of our employers. It is our view that no single provider will be able to directly offer all training programmes for all employers, including the large levy paying organisations. The introduction of Apprenticeship Standards means that ultimately, there is likely to be more than 700 different apprenticeship programmes, ranging from Level 2 through to Level 7. The migration from Frameworks in August 2020 will add more complexity to both training organisations and employers and specialist support from sector experts will be vital to ensure smooth transitions are made.



Qualitrain is committed to deliver outstanding standards of teaching and learning for all our learners and employers we have a clear strategy that our principal offering to employers is focused on the corporate services, transport, engineering, and manufacturing sectors. While direct delivery will always be our preferred delivery model, we recognise that in order to satisfy the expanding needs of our employers, and where there is demand for apprenticeships which traditionally fall outside of our area of expertise, we will look to strategically partner and subcontract with compatible third-party organisations. These will include training providers, FE Colleges, Higher Educational institutions, and other organisations to support our offering of a fully managed service which meets the entire breadth and depth of the employers' needs.

This approach to subcontracting is intended to support and complement our core delivery to employers and will not represent large volumes of our provision. However, where there is the opportunity to widen and enhance our offering to learners and to meet the full needs of employers by offering a more diverse range of qualifications, delivery models and widening our geographical reach, Qualitrain will consider working with high quality partners to broaden its offering and reach a greater audience of learners, employers and sectors.

### **6.1. LIST OF CURRENT SUBCONTRACTORS**

For the 20/21 Academic year, Qualitrain are currently working with the below subcontractors.

- Arrow Care Training Limited
- CEATA by Canal Engineering Limited
- Equals Training Limited

### **6.2. QUALITY MONITORING OF SUBCONTRACTORS**

To ensure the Subcontract provision meets the standards set out in the Education Inspection Framework (EIF) and the expectations of the Student and the Employer, Qualitrain will undertake:

- Monitoring of provision by making announced and unaccounted visits to the premises where delivery is taking place to satisfy quality audit requirements.
- Observation of teaching and assessment where delivery is taking place.
- Monitoring of attendance evidence, IAG, reviews, accreditation and achievement.
- To verify student authenticity.
- Review meetings



- Data analysis
- Health and Safety, Audit and Quality trail including enrolment, progression and destination.
- Compliments and complaints procedure and review.
- Internal verification (where agreed).

Qualitrain will provide to the Subcontractor:

- All required documentation to complete and satisfy the requirements of quality assurance, audit and inspection.
- Student access to Student Services, Additional Student Support, Student Union and Qualitrain facilities.
- Data relating to the sub-contractor's students.
- Remuneration will be based on an agreed Management Fee, where the Sub-Contractor provides inaccurate documentation which exceeds an agreed percentage Qualitrain has the right to increase the Management Fee.

### **6.3 CONTRIBUTION TO IMPROVING TEACHING AND LEARNING**

6.3.1 Qualitrain will implement an account management process that maintains regular contact with our Sub-Contractors to ensure that the range of services provided for the fee charged, adequately contribute towards the improvement of teaching, learning and assessment.

6.3.2 Lesson observations are undertaken on all Sub-Contract partners to monitor the quality of delivery and ensure minimum levels are maintained. Robust feedback is provided to the practitioner and discussed during account Management meetings. Any practitioners who are graded a 3 or below are subject to a re-observation within a 2month period to ensure the level of quality improves.

6.3.3 The Sub-Contractor must ensure that all employees linked to the Agreement have appropriate qualifications and experience to carry out their role. Notification of Continual professional Development needs to be provided at the start of the Agreement and then on a regular basis thereafter.



6.3.4 Surveys are carried out with both employers and students to ascertain quality of delivery and training, the induction process, knowledge and skills of teaching staff and overall satisfaction. Feedback is disseminated via account management meetings.

6.3.5 All Sub-Contract partners are continually informed, via regular account management meetings, of success and retention rates and their performance against Qualitrain and National benchmarks.

#### **6.4 CHARGING APPROACH AND FEE RANGE**

6.3.1 For all current subcontractors listed in point 6.1 a 20% management fee will be retained by Qualitrain to reflect its role in supporting the provision of its subcontracted learners.

6.3.2 The fee charged by Qualitrain shall be agreed in the contract between the parties and shall be determined by the following:

6.3.3 A standard amount of the funding earned will be included in the Fee Structure as a standard management fee. This will be in support of the agreed minimum level of service provided by the Qualitrain in support of delivery.

6.3.4 Qualitrain will have the option to increase or decrease the management fee in proportion to the risk, content, nature, and distribution of the Sub-contract delivery, determined by Qualitrain.

6.3.5 The fee structure shall enable Qualitrain to increase the management fee in relation to any failure by the sub-contractor to hit agreed standards and targets.

6.3.6 In order to provide continuous improvement of standards in the sub-contracted provision, the fee structure will allow Qualitrain to provide any additional, non-specific services deemed necessary, over and above the agreed minimum level of service.

6.3.7 The fee structure will be established with individual Sub-contractors with the risk assessment chart from Due diligence.

#### **6.4 PAYMENT TERMS**

6.4.1. The level of fee charged by the Qualitrain will be agreed by all parties in relation to the charging approach and fee range included in this policy. This shall be set out within the contract and Service level agreement between the Sub-Contractor and Qualitrain.

6.4.2. Within the contract will be further set out the agreed payment terms, against the funding claimed by Qualitrain, in relation to the sub-contracted delivery. This shall include and be no less than:



6.4.3. A monthly schedule of payment.

6.4.4. A final payment reconciliation payment which shall be in arrears against funding claimed by Qualitrain in the contract period. This payment shall only be made in receipt of satisfactory evidence as so deemed by Qualitrain and as stipulated in the schedules of the contract.

6.4.5. A requirement for Qualitrain to make payment to the sub-contractor within the payment terms of Qualitrain.

6.4.6. Qualitrain will uphold the right to withhold payment where risk to the funding has been identified by Qualitrain.

## 7. MONITORING AND REVIEW

7.1 This policy will be reviewed after any change to statutory requirement, organisational or management change, HSE guidance or otherwise after 1 year.

## 8. SUBCONTRACTOR CONTINGENCY PLAN

### 8.1 Circumstances for Effecting Contingency Plan

This contingency plan would come into effect, in line with the Learning Provision Subcontract, including but not limited to the following circumstances:

- a material adverse change to the funding received by the College;
- the Agency requires termination of a specific, or all, Contracts;
- failure of the Partner to achieve minimum levels of performance including target success rates;
- the Partner fails to receive at least a 'Good' rating at Ofsted inspection;
- the quality of documentation supplied by the Partner does not meet Quality Assurance checks or expectations;
- issues arising in relation to the Partner and any creditors or debtors;
- concerns that the Partner cannot deliver the programmes in relation to irregular financial or delivery activities;
- the Partner is at risk of ceasing to trade within 30 days;

### 8.2 Termination of Contingency Plan

In any circumstance where a Subcontract is terminated, the learner will be prioritised to ensure continuation of delivery.



### Contingency Plan Timeline and Responsibilities

	Person Responsible for Action	Timescale
Partner notifies the main contact at the Training Provider of any cause for concern where learning may be affected or the Training Provider is made aware of a cause for concern.	Partner	Immediate
The Training Provider investigates the cause for concern for validity.	Partnerships & Performance Manager and/or Quality and Compliance Manager	Within 1 Week
If concerns are valid then the Training Provider will assess whether some or all learners will be affected and on what programmes.	Partnerships & Performance Manager	Within 1 Week
Programmes Offered by the Training Provider If programmes are delivered by the Training Provider then discussions will take place with the operations team to internalise delivery until learners complete their programme.	Partnerships & Performance Manager	Within 2 Weeks
Programmes not Offered by the Training Provider If programmes are not delivered by the Training Provider then discussions will take place with local Colleges and Training Providers to transfer learners to their delivery.	Quality Director	Within 2 Weeks
Action Plan created with options for the Learners	Partnerships & Performance Manager and/or Quality Director	Within 2 Weeks
Learners: Once an Action Plan for continuation of delivery is in place the Learners will be contacted by the Training Providers with their options.	Partnerships & Performance Manager and Quality Manager	Within 2 Weeks
Finances: The Training Provider will assess the impact on funding already paid and to be paid to ensure that monies are correctly paid and retained in relation to delivery up until the Termination of the Contract.	Partnerships & Performance Manager and Finance.	Within 4 Weeks



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<p>Funding Agency: The Funding Agency will be informed of the change to Subcontracting arrangements by the Training Providers to include updating the Subcontractor Declaration Form.</p>	<p>Partnerships &amp; Performance Manager</p>	<p>Within 4 Weeks (for Subcontractor Declaration Form)</p>
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