



SUBCONTRACTING FEES POLICY
BAUER ACADEMY SUB-CONTRACTING FOR APPRENTICESHIPS STATEMENT & POLICY

Maintaining this document is the responsibility of: Genevieve Potter, Client Director, Bauer Academy
This document will next be reviewed on 01/09/2022

This policy outlines our expectations of our sub-contracting arrangements, our relationship with sub-contractors, and how we determine the associated sub-contracting costs for our Apprenticeship delivery.

INTRODUCTION

Bauer Academy (BA) is committed to providing high quality teaching and learning for Apprenticeship learners and their employers.

This statement outlines the scope of our sub-contracting arrangements, our relationship with sub-contractors, and how we determine the associated costs.

1. WHEN DO WE SUB-CONTRACT?

BA has its own team of employed, industry-based tutors, who deliver the majority of all BA teaching and learning. However, in limited instances, we may sub-contract part of this delivery to other training providers. This will only be in instances where the use of a sub-contracted training provider will enhance the teaching and learning experience for Apprentices, when we will subcontract to the employer for delivery of selected knowledge, skills or behaviours.

At all times, BA lead the learner and employer relationship and are responsible for enrolment, induction, and ongoing teaching and safeguarding of our learners.

2. THE SUB-CONTRACTING PROCESS

BA will undertake due diligence to ensure that the subcontracting will be in the best interests of all parties.

We will ensure that:

- The proposed delivery has a clear strategic fit with BA's objectives and values
- There is sufficient expertise within BA and/or the Awarding Body/End Point Assessment Organisation to quality assure the provision and delivery
- The sub-contractor is approved by our due diligence process
- We demonstrate value for money

- The sub-contractor agrees to work within the terms of our contract
- There will be a written agreement in place with each employer that sets out the following for the delivery of their apprenticeship programme (*see appendix i)
- The sub-contracting arrangement builds capacity in highly demanded subject areas
- The sub-contracting arrangement delivers learning, qualifications or part of a qualification that otherwise could not be offered within BA

3. TERMS OF SUB-CONTRACTING & DUE DILIGENCE

Any subcontractor must pass a detailed due diligence process which includes but is not limited to: appraisal of Ofsted or applicable assurance reports for validation of quality, appraisal of trainer qualifications, business continuity plans. Sub-contractors must be on the Education and Skills Funding Agency (ESFA) Register of Apprenticeship Training Providers. If a subcontractor is not on the register they will not be approved for partnership for BA Apprenticeship programmes.

All sub-contractors must adhere to the following terms and requirement and must:

- Provide us with data so that our data returns to the ESFA accurately reflect delivery information
- Give the ESFA and any other person nominated by the ESFA access to their premises and to all documents related to their delivery of apprenticeships

Give BA sufficient evidence to allow

- Assessment of their performance against Ofsted's education inspection framework or the requirements of the QAA quality code
- Incorporate the evidence the subcontractor provides into BA's self-assessment report; and guide the judgements and grades within BA's self-assessment report
- Always have suitably qualified staff available to provide apprenticeship training and/or on-programme assessment
- Co-operate with BA to ensure that there is continuity of learning for apprentices if the subcontract ends for any reason
- Communicate in writing to BA if evidence of irregular financial or delivery issues arises. This could include, but is not limited to, non-delivery of training when funds have been paid, sanctions imposed by an awarding organisation, allegations of fraud, an inadequate Ofsted grade, not meeting relevant QAA quality code indicators, allegations or complaints by apprentices, employers, staff members, or other relevant parties
- The subcontractor must not use ESFA funding to make bids for, or claims from, any European funding on their own behalf or on our behalf
- They must not use payments made by ESFA as match funding for ESF projects

4. QUALITY MONITORING

Sub-contracted partners will be expected to meet BA quality assurance standards.

Where content or delivery is sub-contracted, the quality of provision will be monitored and managed through our quality improvement processes and policy.

This includes a regular and substantial programme of quality-assurance checks on the apprenticeship training and on-programme assessment provided by delivery subcontractors, including visits at short notice and face-to-face interviews with staff and apprentices to ensure apprentices exist and are eligible; and involves direct observation of initial guidance, assessment and delivery of training and/or on-programme assessment.

5. MANAGEMENT FEES

BA may charge a management fee to subcontracted partner organisations, the fee varying depending on the delivery agreed and the management activity that will be required. The exact mix and level of support for each sub-contractor varies according to the support needs of the individual sub-contractor and therefore the BA time and resources required to provide that support.

6. CONTINGENCY PLAN

If for any reason, financial or otherwise, a sub-contractor is unable to continue delivery either temporarily or permanently; BA will work with the sub-contractor to ensure the continuity of delivery for learners enrolled on Apprenticeship programmes appropriate to the circumstances.

Options may include, but are not limited to:

- Remote delivery or delivery at a BA premises
- Delivery using BA staff
- Transfer of delivery to an alternative sub-contractor

7. PAYMENT ARRANGEMENTS

Unless otherwise agreed payments are made monthly by the end of the following month in which the activity is successfully processed and on receipt of suitable evidence.

Following validation of the evidence in the ILR return, BA will make the appropriate payment to the sub-contractor based on the level of income calculated by the validation process in that month, less the agreed management fee.

Payments are made by BACS transfer to a pre-notified UK bank account.

BA requires sub-contractors to confirm the accuracy of payments by reviewing the monthly remittance advices and identifying inaccuracies.



8. POLICY COMMUNICATION

The Policy will be discussed with all sub-contractors during contract negotiation meetings and reviewed annually. Any changes will be notified to sub-contractors as part of a regular performance review or via separate correspondence.

*Appendix i

P180.1 The apprenticeship training and/or on-programme assessment that you will directly deliver.

P180.2 The amount of funding you will retain for your direct delivery.

P180.3 The apprenticeship training and/or on-programme assessment that each delivery subcontractor will contribute to the employer's apprenticeship programme.

P180.4 The amount of funding you will pay each delivery subcontractor for their contribution.

P180.5 The specific amount of funding you will retain to manage and monitor each delivery subcontractor.

P180.6 The specific amount of funding you will retain for each other support activity you will provide to each delivery subcontractor.

P180.7 The specific amount of funding you will retain for the monitoring you will undertake to ensure the quality of the apprentice training and/or on programme assessment you have contracted each delivery subcontractor to carry out.

P180.8 A detailed description of how the funding retained for each activity detailed in P180.5 to P180.7 contributes to delivering high quality training and how the funding retained is reasonable and proportionate to delivery of the apprenticeship training described in P180.3.

P180.9 Any actual or perceived conflict of interest between you and any delivery subcontractors. For example, where you and a delivery subcontractor are part of the same group, share common directors or senior personnel, or where you will benefit financially from using a particular delivery subcontractor.

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Subcontracting Fees Policy GP update Sept 21

Final Audit Report

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