



## Woodspeen Training Subcontracting Policy

### Introduction

Woodspeen Training is committed to providing high quality services, therefore all sub-contractors carrying out work on behalf of Woodspeen Training are required to adhere to our standards and work ethics. This policy outlines the requirements for sub-contractors when providing services.

### Scope

This policy is aimed at any sub-contracted provider or personnel providing services for Woodspeen Training.

### Rationale for sub-contracting

Woodspeen Training from time to time may use sub-contracting services to further enhance inclusive opportunities for our learners and employers, or where the required levels of sector expertise and/or facilities are not currently available within Woodspeen Training. Sub-contracting may also be used to widen the geographical spread of Woodspeen's offer. The decision to use a sub-contractor will be taken by the Senior Management Team and will be approved by the Board of Directors.

### Management of Sub-Contractors

All providers are subject to a robust, comprehensive due diligence process prior to a contract being awarded. This into consideration a variety of aspects, including (but not limited to): previous track record, financial standing, learner numbers, QARs, Ofsted grade, type of provision, ability to deliver high quality provision and ability to meet our employers' needs

Delivery partners who are part of the supply chain delivery to Levy employers may be required to undertake additional checks by the employer.

The percentage management fee may vary from 15% up to 20% and is dependent on the due diligence process and available historical performance. Factors that influence the management fee charged may include (but are not limited to):

- the type of provision
- historical quality performance
- previous contract delivery
- size of provision
- required level of support needed to ensure high quality of teaching and learning
- experience of the provider
- location of provider
- delivery location

All of the above would impact on the amount of management, support and development needed, in line with the frequency of visits. All new subcontract partners will be informed of the management fees to be associated with their contract at the first meeting.

Each subcontractor will be reviewed at the end of each academic year, and their ongoing arrangement for the year ahead – including proposed fees – will be approved by the SMT. Subcontractors will be informed of the arrangements as part of the contracting process

Management fees will be deducted at source, and Woodspeen Training will make monthly payments to providers based on the current submission of data and supporting evidence to validate learning delivery. All funding claims must comply with the current ESFA funding rules and the terms of the agreement between Woodspeen Training and the delivery partner. Where funding claims cannot be substantiated, Woodspeen Training will adjust or reclaim any funds from the subcontractor, and, where required, make an appropriate repayment to the Education and Skills Funding Agency. Subcontract partners are required to collect the 5% employer co-investment payment and provide evidence of payments received. 20% of the agreed standard price will be held back to fund the EPA costs.

### **Management, Support and Capacity Building**

Woodspeen Training has a responsibility to support all delivery partners to develop high-quality provision that meets the needs of learners and exceeds the expectations of employers where applicable. Woodspeen Training and the delivery partner will review the services provided and consider how there will be an impact on the quality of the learner experience. The management fee deducted from allocated funds is used directly to provide a comprehensive and flexible programme of support, as well as compliance measures to ensure that public funds are protected and used effectively, and that partners are supported to develop their provision and extend their business.

Woodspeen Training will identify the individual delivery partners' support needs during contracting and adjust as required in year. The exact mix of support will vary depending on the needs of each individual delivery partner, but all organisations can expect to benefit from the following activities:

- Support from the Woodspeen Training Quality and Operations Managers to ensure the quality of delivery meets expectations and supports continuous improvement of the provision
- Regular monitoring visits to review learner progress
- Administration of learner and employer surveys MIS, Audit and ILR services
- Inclusion in Woodspeen Staff Conferences and training activities

A cost will be allocated for each management and support service that will be deemed reasonable and proportionate then shared with the delivery partner at the start of the contracting period.

### **Payment Terms**

Payment is subject to the correct evidence and data being provided to Woodspeen by the agreed monthly deadline. Woodspeen will notify partners of any required changes to these deadlines. Woodspeen Training reserves the right to withhold a proportion of due payments to the delivery partners if tolerance levels are not adhered to for producing evidence of recent contact. Monies will be released when appropriate evidence is held. Full details of payment arrangements for each delivery partner are included in each individual contract. Any amendments will be based on guidance from the current version of the ESFA funding rules. Woodspeen Training makes monthly payments to subcontractors on receipt of their invoice as agreed in the contract.

### **Communication**

The agreements for sub-contracting services will be reviewed and updated on an annual basis by Woodspeen Training. Where agreements need to be recalculated and/or re-negotiated, this will be communicated at the end of each year (changes in contractual terms and conditions or fees).

All sub-contractors will receive a contract, and failure to comply with contractual agreements may result in interventions by our Quality/Operations team. Sub-contractors that fail to comply with the contract may also not receive the fees previously agreed, and dependant on the severity of the breach of contract, the contract may be revoked once legal guidance has been sought.

This policy will be reviewed annually.

Signed: *S. Dawson*

Date: *08.02.2021*

Managing Director  
Woodspeen Training

## Annex 1 - Management Fee Breakdown

**Note:** Management fees may vary between 15% and 20% depending on the size of the sub-contract. The example below illustrates a 20% fee but this may be reduced to 15% for a sub-contract for a very small number of learners, or where management/support activities can be reasonably carried out remotely. The remaining 80%/85% of funding will be paid to the sub-contractor.

<b>Support/Management Activity</b>	<b>Rationale and benefit</b>	<b>Percentage of Management Fee (total 20%)</b>
<p>Support from the Woodspeen Training Quality and Operations Managers to ensure the quality of delivery meets expectations and supports continuous improvement of the provision</p>	<p>Woodspeen Training requires a sub-contractor to consistently reflect the quality of their own delivery using Woodspeen's standardised processes. The sub-contractor will receive regular communications from Woodspeen regarding the programmes being delivered such as support for IAG, curriculum planning, delivery methods and preparation for EPA. The sub-contractor will be provided with Woodspeen's documentation for all agreed processes such as for starts, progress reviews, breaks in learning, completions and withdrawals.</p>	<p>5% of funding per learner</p>
<p>Regular monitoring visits to review learner progress</p>	<p>These visits will be carried out at agreed intervals (at minimum four times each contract year) to review and measure learner progression and provide assurance to Woodspeen Training that sub-contracted learners are receiving a good quality of learning which is consistent with Woodspeen's direct delivery. Audit checks on learner files will provide assurance to Woodspeen Training that all ESFA funding requirements are being fulfilled. The sub-contractor will have assurance that their funding remains secure with reduced risk of clawback at a later date.</p>	<p>5% of funding per learner</p>
<p>Administration of learner and employer surveys MIS, Audit and ILR services</p>	<p>Woodspeen Training has full responsibility for any sub-contracted provision and retains full 'ownership' of the sub-contracted learners. Woodspeen Training will input and upload all sub-contracted learner data for starts, breaks in learning, completions/achievements and withdrawals on to the Woodspeen ILR and provide monthly output data to</p>	<p>7% of funding per learner</p>

	the sub-contractor to support them to manage learners.	
Inclusion in Woodspeen Staff Conferences and training activities	<p>Woodspeen Training requires consistency across all direct and sub-contracted delivery and to this end, provides regular staff conference events where good practice is discussed and shared; and changes to legislation, funding rules and the curriculum offer is disseminated. Woodspeen also runs a schedule of staff training to ensure staff competency and knowledge in essential areas (for example Safeguarding and Prevent) remains current. Woodspeen invites and expects sub-contractors to attend such events to ensure a shared understanding of changes within the industry and consistency in delivery.</p>	3% of funding per learner

