



Sub-Contracting (FS) Policy

VERSION NO: 3.0	TITLE: Sub-Contracting (FS) Policy	ISSUE DATE: 01/09/2024
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Physical Education & Active Kids Ltd (the 'Contractor') have an agreement in place with Skills Office Network (the 'Provider') to deliver the Functional Skills elements of all of our apprenticeship courses.

The roles of both parties are outlined in this policy:

1. Background

1.1. The purpose of this provision is to provide high quality apprenticeship training to employees in the workplace. Please refer to ESFA rationale for sub-contracting / Fees policy to understand our rationale and considerations in sub-contracting

1.2. In order to provide the skills development and support required by apprentices who are not exempt from Functional Skills we are required to subcontract to a provider who has capacity and capability to deliver engaging and immersive functional skills provision

2. Participant Eligibility and Information, Advice and Guidance

2.1. The Provider will carry out eligibility checks to ensure that only Participants who satisfy the conditions set out in the Funding Guidance and the Provider Guidance undertake Functional Skills

2.2. The Provider shall undertake initial needs assessments and or diagnostics in English and Maths for all Participants to identify existing levels of English and Maths and to ensure that Participants are made aware of the Functional Skill (s) qualification appropriate to the needs of the individual and apprenticeship gateway requirements.

2.3. The Provider will ensure that the programme duration is not excessive having regard to the needs identified with the aim that FS is achieved within first 5-8 months on apprenticeship programme (determined by Learner capability after assessment) and will engage with a learner on a minimum basis of once per month (to provide training and self-directed learning opportunities)

2.4. The provider will report monthly on performance, engagement, and learner progress.

In the event of habitual nonattendance or engagement the provider must advise the contractor before the end of each month (when there are issues, to the contractor can intervene and support with engagement with the employer)

2.5 Where habitual non-attendance and non-engagement takes place (when this has been reported) the contractor reserves the right to cease provision support learners who fail to attend or participate and when habitual nonattendance occurs, when sessions have been agreed and scheduled, the provider reserves the right via the contractor to try and recompensate £250 per session from the contractor's client

2.6. The Provider agrees that the Contractor shall be entitled to make such enquiries and disclose such information to such third parties (including but not limited to the Employer (if any) as the Contractor shall reasonably determine to ascertain the Participant's eligibility for Enrolment or entitlement to receive the Programme.

3. Registration and Certification

3.1. The Provider acknowledges that the Contractor shall be solely responsible for uploading the participants ILR upload for Functional skills (unless contracted under a Skills Office Network 360 service)

3.2. Any Participant which the Contractor agrees to Enrol will be Enrolled as a Participant of the Contractors provision.

3.3. The Contractor shall direct the Provider as to who is to be a Participant onto Functional Skills and to receive Functional Skills training Programme. The Provider acknowledges that it is not the Contractor's agent for the purpose of Enrolment, the decision as to whether a person should be enrolled. The Contractor reserves the right to refuse to teach a learner when they feel participation would be disadvantageous for the learner and where eligibility or suitability criteria are not met.

3.4. Any Participant Enrolled as a Participant of the Contractor will enter into a Learning Agreement reflecting the outcome of the initial advice and guidance and assessment of the Participant by the Provider. The contents of the Learning Agreement shall insofar as it is relevant form part of the specification of the apprenticeship Programme provided that the Contractor notifies the Provider of such contents.

3.5. The Provider will:

3.5.1. promptly following Enrolment of a Participant (post diagnostic assessment) register the Participant with the relevant examination body.

3.5.2. promptly following achievement of a Qualification by a Participant, arrange for certification of the Participant including, but not limited to, within a reasonable period; and

3.5.3. (Unless the Contractor specifies otherwise in writing) pay all fees associated with the registration and certification of each Participant.

4. Assessors, Provision of Services and Delivery of the Programme

4.1. The Provider shall ensure that each Tutor / Assessor and employee involved in the delivery of the Programme or the Services:

4.1.1. is appropriately trained and qualified (which shall include that such Assessor or employee is appropriately trained in equality and diversity and the safeguarding of young people and vulnerable adults in line with all ESFA Delivery Staff requirements and in the case of a Tutor / Assessor holds the appropriate teaching and vocational qualifications).

4.1.2. is medically fit having regard to the duties which the Assessor or employee will undertake.

4.1.3. has undergone enhanced Basic DBS check, the results of which the Provider agrees to provide to the Contractor with the Assessor's or employee's consent prior to the Assessor or employee being involved in the delivery of the Programme or the Services and is not prevented from employment in this role.

4.1.4. is trained in and complies with the Contractor's safeguarding policy as set out in the Provider Guidance or as otherwise notified by the Contractor from time to time.

4.2. The Provider shall ensure that appropriate arrangements are made for the personal and professional development and training of Assessors and shall make such information available concerning the Assessors' qualifications and arrangements for development and training as the Contractor shall reasonably require from time to time.

4.3. The Provider acknowledges that, for the avoidance of doubt, all Tutors / Assessors and employees of the Provider are the responsibility of the Provider and are employed or engaged by it and that the Provider is responsible for the payment of all wages and the making of national insurance contribution payments in respect of each Assessor or employee.

5. Assessment

5.1. All aspects of the assessment of Participants shall be carried out in accordance with the directions given from time to time by the Contractor. The Contractor shall have the right to carry out

any such assessments, or any part of such assessments, itself, or to require such assessments or any part them to be carried out by the Tutors / Assessors.