

## 1 STATEMENT

The Chief Executive of Avant Partnership Limited (trading as Avant Skills Academy, hereinafter referred to as 'Avant') takes responsibility to ensure that an effective contracting policy is implemented. Avant will endeavour to ensure that it sub-contracts any programme or part of a programme in a transparent, responsible, accountable, competitive and effective manner.

We will only sub-contract with organisations that adhere to our quality and contractual requirements and deliver provision that enables learners and employers to have a positive high quality experience. We will only sub-contract with organisations that are able to respond to local labour market needs. Avant and any sub-contract that we enter into will provide an offer to learners and employers that is complementary rather than conflicting or competing and we will continue to develop to respond to emerging trends and opportunities.

This policy sets out the contracting arrangements as approved by the Chief Executive of Avant. The Chief Executive of Avant agrees to ensure that necessary funds are available for the implementation of this policy.

This policy covers the arrangements of sub-contracting of any programmes via any funding body and has been developed in line with Avant's main funding body arrangements.

Avant was not set up to become a government funded training provider, it was created out of the needs of small local work based learning providers, who could not individually meet the size of contract requirements of the funding body for the delivery of the Train to Gain programme. This was compounded by the introduction of Minimum Contract levels (MCL), which affected a number of our delivery partners who had to relinquish their direct contracts with the Skills Funding Agency (SFA).

Since this time, we have grown our partnership and the provision offered in pursuit of our vision:

**"To provide a dynamic partnership approach to the delivery of high quality learner and employer-centred learning and development"**

Whilst we are officially a 'lead provider' we consider our approach to be that of a delivery partnership, with organisations to which we sub-contract recognised as delivery partners.

This policy will be reviewed annually when necessary adjustments, additions or amendments will be made.



Signed:  
Steve Roe – Chief Executive

Date:  
12 June 2024

## 2. PRE-CONTRACTING

- 2.1 Avant recognises the importance of a rigorous and effective due diligence process to ensure that the funding that it sub-contracts is provided to organisations that have the same ethos as Avant and have the necessary arrangements in place for learner Health and Safety, Safeguarding, Equality and Diversity and meet the quality requirements of funding bodies and inspectorate to deliver high quality provision.
- 2.2 Avant will undertake Pre-Contracting with every prospective Delivery Partner and review the responses along with the previous years performance with existing Delivery Partners prior to any funding being provided for delivery with learners.
- 2.3 Pre-Contracting documents and arrangements will be reviewed annually to ensure that they meet funding body requirements and any changes in legislation.
- 2.4 Arrangements for Pre-Contracting are outlined in the *Pre-Contracting Procedure*.

## 3. MANAGEMENT FEE METHODOLOGY

- 3.1 Avant is committed to ensuring that the maximum amount of funding is passed on to our sub-contracted delivery partners, to enable the learner to receive the best possible learning experience. The percentage of funding we retain will be sufficient to cover the costs of managing and quality assuring the delivery of high quality learning experiences, whether delivered directly by Avant or through sub-contracted delivery partners. Learners with sub-contracted delivery partners are still our learners and we remain responsible for making sure they receive high-quality education and training.
- 3.2 We will ensure that our management fee is transparent and clear and as such will make our Management Fee Statement available to all existing and potential sub-contracted delivery partners and publish this on our website.
- 3.3 We set our management fee in Contract for Services with the delivery partner in advance of the start of the contract period. The management fee is proportionate to the direct costs associated with employing relevant personnel and the resources required to manage and quality assure the provision.

For allocated funding, our management fee is charged at 15% of the value of the funding allocated. –Where growth is awarded to the Delivery Partner in year from Avant’s existing overall allocation, the original management fee will be unchanged. However where growth is awarded for new funding allocated via growth requests submitted to any funding body by Avant, a further 15% will be charged for this increase in contract value to the Delivery Partner.

For funding to be received from the Apprenticeship Digital Service, a 15% management fee will be retained from the total funding for each Apprentice. This is detailed in the Contract for Services at the start of the Contract Year.

### 3.4 Avant will provide the following support to our delivery partners:

- Access to the PICs Management Information System by individual delivery partners (including set-up, ongoing licence subscription, support and training with own data set);
- Audit – compliance (preparation, completion and follow up);
- Audit – quality (preparation, completion and follow up);
- Communication (e-briefing, email, telephone, written reports);
- Contracting (funding allocation calculation and contract development);
- Contract management (performance management, administration, reporting, submission, reconciliation);
- Due diligence (pre-contracting process);
- Funding body audit preparation, management and co-ordination;
- Funding body liaison;
- Information and guidance;
- Inspection – preparation, management and co-ordination;
- Monitoring visits (preparation, completion and follow up);
- Payment processing;
- Quality management (reporting, quality cycle analysis, learner and employer surveys);
- Quality meetings;
- Research and development;
- SAR and QIP development and production;
- Team learning and development;
- Subsidised Initial Assessment Software licence;

In addition to this support we will endeavour to respond to all individual queries and emerging support needs of our delivery partners.

## 4. CONTRACTING

- 4.1 Avant will enter into contracts only with approved 'Delivery Partners' following the Pre-Contracting process.
- 4.2 Avant will ensure that all arrangements for delivery, including eligibility, Health and Safety, Evidence and Data Protection that are placed on Avant by the funding body are mirrored in the Contract for Services agreed with the Delivery Partner.
- 4.3 Our contracts with delivery partners follow the same requirements of our contract with the funding body, ensuring all parties are fully focussed on the commitment to providing high quality learning, while adhering to funding rules and Ofsted requirements.
- 4.4 Avant will ensure that Contract for Services are completed and signed prior to any delivery commencing and any funding being received.
- 4.4 Further specific arrangements for the issuing of Contract for Services are outlined in the ***Contract Management and Administration Procedure***.

## 5. PERFORMANCE MANAGEMENT

- 5.1 Avant recognises the importance of robust performance management to ensure the future of Avant and will have in place the necessary arrangements through technology and processes to ensure this.
- 5.2 Further specific arrangements for the use of the technology to undertake performance management are outlined in the ***Contract Management and Administration Procedure*** and ***Management Information System Procedure***.
- 5.3 Avant will monitor performance on a monthly basis and present this within the monthly monitoring report.
- 5.4 The *Chief Executive* of Avant will be provided with performance information in an open and transparent manner to enable discussions and decisions to be taken that could impact the future of Avant.
- 5.5 Performance Information will be provided to Delivery Partners in an open and transparent manner to enable discussions or decisions to be taken that could impact the future of their Contract for Services.
- 5.6 Avant will produce an annual performance report detailing recommendations for future performance.
- 5.7 Specific arrangements for Performance Management are outlined in the ***Contract Management and Administration Procedure***.

## 6. CONTRACT COMPLIANCE

- 6.1 Avant recognises the importance of compliance of contracts for both quality and funding purposes.
- 6.2 As a result of our robust due diligence of our Delivery Partners, Avant are able to place a degree of trust in its Delivery Partners in their delivery and adherence to the funding rules/guidance set by the funding body, supported by their Contract for Services. However, this will be tested to ensure that the quality of delivery is appropriate, that the receipt of funding is correct and funding is used for its intended purpose.
- 6.3 Avant will have in place the necessary arrangements to assess the compliance of Contracts for Services with its Delivery Partners. These specific arrangements are outlined in the ***Audit Procedure***.
- 6.4 Further detail for the quality assurance of provision is outlined in the ***Quality Policy***.

## 7. PAYMENTS

- 7.1 Avant recognises that efficient payment processes and arrangements to Delivery Partners are required to ensure effective operational delivery of the organisations with which we sub-contract.
- 7.2 Avant understands the importance of cash-flow and aims to make prompt payment as soon as possible after delivery has taken place. Payment will be made to delivery partners via BACs before the end of the month in which the funding body makes payment to Avant.

The table below outlines an example of the payment timescales:

Month payment relates to	Avant receives payment	Delivery partners receive payment
Activity relating to delivery in period 1 (1 August to 31 August) is submitted to the funding body by the 6 September	Funding Body makes payment to Avant for period 1 submission between the 17 and 21 September	Delivery partners receive payment for period 1 delivery activity before the 28 September

- 7.3 Avant will have in place the necessary arrangements to pay Delivery Partners as fast and securely as possible, in line with our *ICT and Data Security Policy*. Further specific arrangements for the payment to Delivery Partners are outlined in *Income and Expenditure Control Procedure*.
- 7.4 Avant will have in place and communicate the deadlines for submission of information by Delivery Partners to enable payment and the payment process deadlines to ensure that Delivery Partners can work effectively.

## 8. COMPLAINTS

- 8.1 Avant takes the receipt of complaints from team members, partners and clients (including learners and employers supported through activities) seriously.
- 8.2 Avant seeks to be receptive to genuine expressions of dissatisfaction and further specific arrangements for complaints are outlined in the *Comments, Compliments and Complaints Procedure*.

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The organisational policies and procedures that relate to this Policy include:

- *Audit Procedure;*
- *Comments, Compliments and Complaints Procedure;*
- *Contract Management and Administration Procedure;*
- *ICT and Data Security Policy;*
- *Income and Expenditure Control Procedure;*
- *Management Information System Procedure;*
- *Pre-Contracting Procedure;*
- *Quality Policy;*