

# Freedom of Information and Environmental Information Policy

## 1. Compliance with Legislation

The Department for Education (DfE) is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

## 2. Assistance and Cooperation

First Intuition shall provide all necessary assistance and cooperation as reasonably requested by the DfE to enable the DfE to comply with its obligations under the FOIA and EIRs.

## 3. Transfer of Requests

First Intuition shall transfer to the DfE any request for information relating to service agreements that it receives as soon as practicable and, in any event, within 2 Working Days of receipt.

## 4. Provision of Information

Within 5 Working Days of receiving a request from the DfE (or within such other timeframe as the DfE may specify), First Intuition shall provide the DfE with a copy of all information belonging to the DfE that is in its possession or control and is relevant to the request.

## 5. Restrictions on Direct Responses

First Intuition shall not respond directly to any request for information unless it has received prior written authorisation from the DfE.

## 6. Determination of Exempt Information

The DfE shall be solely responsible for determining, at its absolute discretion, whether any information constitutes Exempt Information under the FOIA or EIRs.

## 7. Disclosure Without Consultation

The DfE may be required under the FOIA or EIRs to disclose information without consulting or obtaining consent from First Intuition. Where permissible and reasonably practical, the DfE shall take reasonable steps to notify First Intuition of a request for information relating to it.

## SECTION 1: Subcontracting outside of the First Intuition Network Programme setup

First Intuition will clearly state the following for each employer that we work with aligned with the current EFSA rules:

- The apprenticeship training and/or on-programme assessment that the main provider will directly deliver and the amount of funding they will retain for this direct delivery
- The apprenticeship training and/or on-programme assessment that each subcontractor will provide and the amount of funding the main provider will pay each subcontractor for this contribution;
- The specific amount of funding the main provider will retain to manage and monitor each subcontractor
- The specific amount of funding the main provider will retain to monitor the quality of the training and/or on programme assessment each subcontractor provides, and for each support/administrative function provided
- A detailed description of how the funding retained for the activities detailed above contributes to delivering high quality training and how the funding retained is reasonable and proportionate to delivery of the apprenticeship training by the subcontractor
- Any actual or perceived conflict of interest between the main provider and any subcontractors

### Improving teaching and learning

We carry out a regular and substantial programme of quality assurance in order to monitor the delivery of the subcontractors we are working with, both for their training and on-programme assessment. This involves observations of teaching, learning and assessment which are all tracked accordingly. We work with our subcontractors in order to ensure continuous improvement is taking place in the classroom and the impact on the learners is positive as well as allowing them to progress successfully on their apprenticeship programmes. A governance structure is in place to ensure consistent and valuable communication.

### The benefits offered by First Intuition subcontracting arrangements

First Intuition has agreed to subcontract specialist Tax Courses to LexisNexis (RELX Limited). This is because many employers in the accountancy sector require employees to complete the apprenticeship standards following either a tax or an accountancy pathway. First Intuition can support apprentices in the development of their skills and behaviours in a finance environment and provide access to specialist tax training delivered by LexisNexis. Other specialist providers may be introduced if, after careful consideration, this is believed to be in line with First Intuition values and of benefit to the employers and apprentices working with First Intuition.

First Intuition may agree for certain clients to subcontract the skills and behaviours training back to the employer. This is in the case of employers who have Employer Provider status. Such programmes are mapped in detail to the level 4 and level 7 standards and subcontracted on an actual cost basis. This allows the employer the flexibility in creating a scheme providing the apprentices with all the support necessary to thrive in their working lives. The delivery of this kind of programme will be monitored as part of an overall programme that we control.

Subcontracting to the employer allows for the skills and behaviours training to be delivered in context for the learners (the context being the employer's work practices and systems) as well as for Skills and Behaviour training to be delivered by expert "practitioners" e.g., more experienced employer staff who understand the relevant culture, career paths, expectations and client base.

<sup>1</sup> Where a subcontractor with an existing relationship slips into a 3 or 4 Ofsted rating there would be a higher level of monitoring engaged

## Management Fees and support

The support provided will vary on a case-by-case basis but may include:

- Completing client and apprentice sign up process
- Input of data onto the ILR
- Managing payments to the subcontractor
- Collecting co-investment payment from the employer
- Sampling of subcontractor learners
- Due diligence and quality assurance procedures
- Sharing good practice
- Account management meetings
- Observations of teaching, learning and assessment
- Support during Ofsted inspections and audit
- Monitoring completion data and KPIs
- Providing on programme support and skills training to the apprentice
- Carrying out progress reviews and monitoring progress of apprentices
- Reporting to employers on progress
- Support in passing through the Gateway and in preparing for the End Point Assessment
- Advice and guidance on post pandemic recovery strategy

The fees charged will be agreed on a case-by-case basis depending on the extent of services provided. This will include business factors such as:

- The level and type of professional training provided
- The level of on programme support provided to the apprentice and the employer
- The level of support provided to the subcontractor
- The commercial relationship between the parties
- The number of apprentices

The management fee will be between 0 and 15% of the funded costs.

## Payment policy

Payment policy will be agreed on a case-by-case basis and will be either;

- Paid upon invoice by the sub-contractor on completion of the course
- Upon receipt of the funding from the ESFA on the basis agreed by both parties. In this case the payment to subcontractors will be made after courses have been delivered.

## SECTION 2: Subcontracting across First Intuition centres

The benefits offered by First Intuition subcontracting arrangements

First Intuition Centres follow the First Intuition delivery model. We are part of the same group of companies but do not share delivery personnel. Subcontracting within the group allows employers to deal with one provider even if they have several locations. This provides easy administration and consistent apprenticeship delivery across a number of locations. In some cases, subcontracting facilitates greater flexibility of study options and dates for the apprentice and allows employers to meet business needs.

## Programme setup

Each First Intuition centre will have the appropriate contracts in place with the other centres and these will be reviewed on an annual basis in October each year.

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# APPRENTICESHIP SUBCONTRACTING POLICY

Due diligence will be reviewed annually in October and covers entity information and confirmation of safeguarding contacts. First Intuition centres have shared policies with respect to safeguarding, health and safety, equality, diversity and inclusion and all apprenticeship specific policies (which can be found in the apprentice handbook).

Each First Intuition centre will clearly state the following for each of the other FI centres where subcontracting is in place:

- The apprenticeship training and/or on-programme assessment that will directly be delivered by the main
- The amount of funding that the main will retain for direct delivery
- The apprenticeship training and/or on-programme assessment that each centre will contribute to the employer's apprenticeship programme
- The amount of funding the main will pay each delivery subcontractor for their contribution
- The amount of funding the main will retain to manage and monitor each delivery subcontractor

The learner planner or associated schedule 9 will show costings for all elements of the programme to allow full transparency. It has been agreed that the invoice price will be the amount shown on the individual apprentice planner prepared by the Main provider.

Any conflict of interest is mitigated in how we price the elements of our apprenticeship programmes and the transparent pricing as agreed above.

## Improving teaching and learning

First Intuition has robust arrangements in place to share knowledge and develop best practice in the delivery of teaching and learning. Through the network, feedback is collected from both employers and apprentices and shared across the group. Data and outcomes are monitored, and steps taken to facilitate the raising of standards across the First Intuition Group of companies. Each centre is a member of the FI Quality Network which meets on a monthly basis to share best practice and discuss anything relating to subcontracting.

For specific learner queries First Intuition centres will contact each other accordingly. There will be two observations per centre in any funding year. One will be completed solo and the other will be a joint observation. The decision as to whether any further observations are required will be taken on a standard risk-based approach depending on observation feedback.

## Reporting

The following will be reported to the Main from the subcontractor on a timely basis depending on learner activity:

- Attendance (on the day absences and overall attendance confirmation following course)
- Mock scores
- Course exams
- Tutor comments (by exception)

## Contingency planning

There is an FI Network contingency plan in place for any situation that may arise which compromises delivery at a centre location. Each individual FI Centre also have their own business continuity policy.

## Review and publication

<b>Created:</b>	May 2018
<b>Reviewed:</b>	Jun 2021, Aug 2021, Feb 2022, Feb 2023, May 2023, Feb 2024
<b>Next Review:</b>	Feb 2025

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