# POLICY/PROCEDURE: SUBCONTRACTING POLICY

Approval required by: SMT Y Governing Body N

SMT Lead: Vice Principal Funding, Data and Compliance

Responsible Manager: Vice Principal Funding, Data and Compliance

Date approved: May 2018

Date to be reviewed: May 2019

Relevant to: Students N Staff Y

 Visitors N

Relevant to: All students N

 16-18 Vocational N Sixth Form Y

 Higher Education N Adults N

Apprenticeships N 14-16 N

Other N …………………………..

Relevant to: All staff Y

 Board Y SPH Y

Managers Y

 Teaching staff Y Support staff Y

Accessible to Students N Staff Y

Friendly version Students N Staff Y

EQIA required N

Significant changes to policy

* Added more criteria to form the basis for termination.
* Updated for GDPR.

Impact of changes

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# SCOPE AND PURPOSE

To outline the college’s approval to subcontracting and set a framework within which relationships with subcontracting partners can be developed.

# BACKGROUND

## Rationale

Barnsley College will only subcontract provision in the following circumstances:

* Where the provision is in a vocational area that the college does not offer.
* Where the provision is aimed at engaging hard to reach or NEET learners.
* As a result of a collaborative bid where Barnsley College has been named as the lead provider.
* Establishing Strategic Partnerships enabling growth opportunities.

The college will not subcontract provision outside of Yorkshire and Humber unless requested to do so under the terms of a national contract.

All sub-contractors undertake a due diligence process that allows Barnsley College to review policies and procedures, delivery, quality and performance before entering into any contract arrangement.

Barnsley College will only award contracts for delivering funded provision to legal entities. If the legal entity is a registered company, it must be recorded as ‘Active’ on the Companies House database.

The college will not award a contract to a legal entity if:

* It has an above average risk warning from a credit agency;
* It has passed a resolution (or the court has made an order) to wind up or liquidate the company, or administrators have been appointed; or
* Its statutory accounts are overdue.
* Has an Ofsted grade of inadequate.
* Does not appear on UKRLP.

## Quality

As an outstanding provider the college will work with partners to ensure that all provision is outstanding. The college will offer to its partners:

* A contract mirroring funding body requirement.
* Professional training and development for partner staff.
* Access to learning resources and materials.
* Participation in the college Observation of Teaching and Learning process.
* Participation in the college self-assessment process.
* Access to the range of in-house training delivered by the college eg Teachers Fair.
* Monitoring of initial guidance, assessment and delivery of learning programs.

Learners enrolled at subcontracted providers will be able to:

* Access college IT systems.
* Access IAG services pre, on course and at exit.
* Utilise college libraries and use self-organised learning environments.
* Use college support services such as Enterprise, job search clubs and the Wellbeing Centre.

## Fees

Barnsley College’s standard Management fee is 15%. The maximum charge by the college will be 40% of the activity funded.

Further additional services may be mutually agreed between Barnsley College and the Sub-contractor. Additional services may be charged as a one off fee or as a percentage of contract value.

The fees charged reflect the cost of the procurement process and the management of the contracts. It also covers the cost of partners’ delivery staff attending college training events on Safeguarding, FGM and Prevent which are mandatory.

## Termination

The college will terminate the contract early in the following circumstances:

* When the partner ceases trading
* When the partner is delivering provision outside the scope of the contract
* Where the college has reasonable grounds to believe that the partner is promoting activities that run counter to the PREVENT, FGM and Safeguarding agenda.
* Where the college has concerns about the quality of delivery.

## Payment Terms

The exact form and amount paid will clearly vary from contract to contract. However, the following principles used apply:

* On programme funding will be paid on a monthly basis after the learner has become fundable.
* Requests for payment must be accompanied by relevant evidence.
* Achievement funding will be paid within 30 days of the college receiving the funding amount.
* The college will charge between 15% and 40% of value of the activity. The exact fee will depend on the extent of the services provided.

## Data Protection

Barnsley College and its partners need to comply with the General Data Protection Regulations. As the lead organisation Barnsley College will act as the Data Controller. Each partner will act as a data processor.

Each partner needs to ensure that transmission of personal data is undertaken on a secure basis. Any data breach must be reported to the College as soon as possible.

# EQUALITY AND DIVERSITY

An EqIA is not required for this policy.

# LINKED POLICIES AND PROCEDURES

None.

# LOCATION AND ACCESS TO THIS POLICY

This policy is available on the college’s intranet.