

POLICY/PROCEDURE: SUBCONTRACTING POLICY

Approval required by: SLT Y Governing Body Y
 SLT Lead: Vice Principal Funding, Performance & Technology
 Responsible Manager: Director of MIS
 Date approved: May 2022
 Date to be reviewed: May 2023

Relevant to:	Students	N	Staff	Y
	Visitors	N	ITS	Y
Relevant to:	All students	N		
	16-18 Vocational	N	Sixth Form	N
	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
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Significant changes to policy

Updated to include relevance to Independent Training Services (ITS)

Impact of changes

SCOPE AND PURPOSE

To outline Barnsley College and ITS (“the College”), approval to subcontracting and set a framework within which relationships with subcontracting partners can be developed.

BACKGROUND

Rationale

The 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 the Sheffield City Region unless requested to do so under the terms of a national contract.

All sub-contractors undertake a due diligence process that allows the College to review policies and procedures, delivery, quality, and performance before entering into any contract arrangement. The College will ensure contracts are legally compliant against Public Contract Regulation 2015.

The 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 e.g., 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

The 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

The College and its partners need to comply with the Data Protection Act 2018 and the UK GDPR. As the lead organisation the 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 immediately on discovery.

EQUALITY AND DIVERSITY

An EqIA is not required for this policy.

LINKED POLICIES AND PROCEDURES

Appendix 1 details Fees and Charges, quality, and risk status for each subcontractor, this is added to the policy after board approval of Subcontractor arrangements.

LOCATION AND ACCESS TO THIS POLICY

This policy is available on the college's intranet.