



Newbury College

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Summary available:	NO		

Monitoring of Sub Contractors and Supply Chain Fees and Charges Policy

**This document can be made available in other formats,
on request**

1 The Business Case

Newbury College will consider partnership opportunities with high quality sub-contractors who enable the college to expand its current provision or diversify our provision in line with the Strategic Plan.

An additional incentive is to utilise the strengths and qualities of the sub-contractors provision and to incorporate this into our quality improvement plan to raise the quality of teaching and learning across all areas. Newbury College also provides support and training opportunities to improve the quality of teaching and learning for learner programmes delivered by our delivery sub-contractors. Regular monitoring of the sub-contractors provision and subsequent action plans ensure that a high quality of teaching and learning is maintained by all sub-contractors.

This policy is made available to all sub-contractors as part of the tender process in addition to being published on the college website prior to agreeing any new sub-contracted provision for 2020/21.

2 Due Diligence

The first stage in the process of setting up a new arrangement between a sub-contractor / partner and Newbury College is Due Diligence. After an initial meeting, where the potential sub-contractor is provided with a copy/ link to this policy, the sub-contractor will be asked to provide the documents stated in the due diligence letter (Appendix A).

A report is produced on the results of the due diligence process (Appendix B) and sent to the sub-contractor, either with actions to address or an invitation to attend a further meeting to discuss the contract proposal.

The due diligence process identifies the support required and associated costs and management fees for delivery sub-contractors. The report will clarify how the management costs are reasonable and proportionate to the delivery of high quality teaching and learning and how each cost contributes to the delivery of high quality learning. The report highlights the rationale for sub-contracting.

3 Contract

A draft contract will be written following a successful due diligence process. The draft contract will be seen and agreed by both parties and agreed by SMT. If the contract value with any one party exceeds £100,000, the contract will need to be agreed by SMT and Newbury College Corporation will be notified at their next scheduled meeting. No students will be enrolled until the contract has been signed by both parties.

The contract details the management costs, quality monitoring activities and costs and other supporting activities agreed between the parties. Payment terms, timing of payments and the process for invoicing is clearly included in the contract.

4 Initial Advice and Guidance

The sub-contractor / partner is responsible for ensuring that all students have been given the correct initial advice and guidance relating to their programme of study. All potential partners / contractors must hold Matrix accreditation; if they are unable to prove this as part of the due diligence process, they will be contracted to achieve Matrix accreditation within 6 months of contracting. They must be satisfied that the student is eligible for the course and that they are capable of completing the programme successfully. Students

must also be informed of their link to Newbury College and the services that they are able to access from us in addition to any ESF requirements for match funded provision.

5 Skill Scans

For Apprenticeship and Traineeship programmes potential students must undergo an initial assessment which identifies any additional learning needs, English and Maths requirements and skill scan relating to the skills, knowledge and behaviours required for the qualification. Assessment tools used for Maths and English must be up to date and based on the national literacy and numeracy standards. Sub-contractors delivering AEB funded programmes must ensure that potential students who identify additional learning needs are assessed and supported on their programme of study.

6 Eligibility

Sub-contractors / partners must ensure that the eligibility of all students has been checked against the current year's Eligibility and Contribution Rules before they are enrolled on a programme of study. Newbury Colleges requires all students to complete a Newbury College enrolment form. For Apprenticeship and Traineeship programmes the ILR, ILP, commitment statement, apprenticeship agreement and employer agreement must also be completed. A member of Newbury College staff checks that this information if any discrepancies or omissions are found the student will not be enrolled onto the system and the sub-contractor will be asked to resolve the issue.

7 Enrolling Students

The following documents are required by Newbury College to enrol students onto their programme:

- Fully completed and correctly coded ILR signed by the student and provider (Apprenticeship and Traineeship)
- Fully completed Newbury College Enrolment Form signed by the student and provider (Adult Education Budget (AEB), Apprenticeship and Traineeship)
- Evidence of benefits or supporting evidence to validate claims for full funding
- Fully completed commitment statements signed by the student, provider and employer (Apprenticeship and Traineeship)
- Apprenticeship Agreement (Apprenticeship and Traineeship)
- Results of the Skill Scan (Apprenticeship and Traineeship)
- Employer Contract signed by the provider and employer (Apprenticeship programmes)
- Individual Learning Plan with evidence of the student's Skill Scan and any requirements for additional learning support signed by the student, provider and employer which shows how 20% off the job training will be met
- Proof of the start of learning – either recorded on the ILP, register evidence or evidence of an assessor visit.

- Workplace Health and Safety form – showing that the workplace / place of learning is safe (Apprenticeship and Traineeship) – NOTE: If there are actions on this document, the student will not be enrolled until the actions are completed.

The documents must be checked by the sub-contractor / partner before being sent to Newbury College and fields such as the qualification reference number and delivery location postcodes must agree with those stated in the contract.

Newbury College checks the quality of all of these documents before the student is enrolled onto the system and sub-contractors / partners will be issued with any actions from the quality audit.

8 Health and Safety

All workplaces and places of learning (other than distance learning programmes) for students must have been assessed for Health and Safety before students commence their programme of learning. Evidence of this must be submitted to Newbury College with the enrolment paperwork.

9 Registering Students with Awarding Bodies

It must be agreed prior to the contract whose responsibility it will be to register the students with the relevant awarding body. Evidence of registration must be kept in the student's file and, if the sub-contractor / partner has registered the students, a copy of the evidence must be sent to Newbury College. The student's registration number must be recorded in their ILP. This is audited by Newbury College during the termly Quality Audits.

10 Quality Monitoring

The level of quality monitoring of the sub-contractor will be dependent on the risk level posed by the contract. New providers will be subject to a student telephone audit, announced or unannounced visit, lesson observation and 100% paperwork audit. Providers with a history of high quality provision with Newbury College will have an announced or unannounced visit (if possible) or telephone audit, lesson observation and paperwork audit per year.

As part of the contract, a schedule of quality audits is agreed with the sub-contractor / partner. These are set once a term and may be in the form of auditing student files, paperwork audits or visiting students for their feedback on the programme. A representative from the sub-contracting / partner organisation is required to be in attendance at these quality visits. At least one of these audits will be an announced/unannounced visit to the sub-contractor / partner's premises or telephone audit of learners.

A paperwork audit may check the following:

- ILR information matching the ILP and eligibility documents
- For Apprenticeships - 'off the job training' evidenced with log book or register and 'on the job training' evidenced via the log book. The evidence must show that the student is in learning for every month that they are recorded on programme.
- Evidence of student reviews for Apprenticeships at 10 – 12 week intervals or 6 – 8 weeks for those with additional learning needs must be available in the student files and the quality of the reviews will be assessed.

If supporting information is held on an e-portfolio system the audit will be conducted from the evidence held in the e-portfolio.

The sub-contractor / partner will be provided with the result of the audit and all actions will be monitored for a timely resolution.

In addition to the announced visits, there may be at least one unannounced visit in the contract year, in addition to telephone contact with employers and students, to assess the quality of the programme.

During the visits joint observations of teaching and learning may be conducted to standardise the process. Lesson observations of tutors and assessors must be carried out by all contracted partners and submitted to Newbury College. Any tutor/ assessor who is graded 3 or below must be mentored and re-observed by the sub-contractor / partner with the new observation form submitted to Newbury College within 12 months from the Grade 3 observation.

A representative from the sub-contractor / partner organisation is required to attend meetings at Newbury College during which student progress is discussed and action plans set for students who may be falling behind with their programme of study. In cases where there are a few students finishing their programme this meeting may be by telephone with documents e-mailed to Newbury College.

Newbury College must be informed of all planned EV visits relating to the contracted provision and copies of EV reports must be sent to Newbury College as soon as they are received. These are CRAG rated and actions set are monitored by Newbury College.

11 Unfunded Students

Any students who are at risk of not completing before their planned end date must have an action plan agreed with Newbury College to ensure achievement as soon as possible after their planned date. Sub-contractors / providers are contracted to achieve an agreed timely success rate for each cohort of students and, if this is not achieved, a financial penalty will be imposed

12 Withdrawn Students

Newbury College must be notified within 1 month of a student withdrawing from their programme of study. In addition to this evidence of the last date in learning, reason for withdrawal and all of the student's original paperwork including reviews, ILP etc must be sent to the College. Late notified withdrawals will result in a financial penalty being imposed.

13 Fees

The standard fee for 'provision' subcontracting is 20% of the funding that Newbury College receives from the funding agency.

This fee includes:

- Assessment of the tender/ base documentation
- Due Diligence Process
- Production of the contract
- Production of the monthly invoice request

- Monitoring of the quality of provision as set out in this policy
- Standardisation meetings and lesson observation standardisation
- Provision of training sessions for sub-contractors – advised by Newbury College
- Support and guidance on funding rules, quality and delivery of programmes
- Data entry onto the Newbury College Management Information System
- Quality Audits

Sub-Contractors who do not meet Newbury College's quality standards at the due diligence stage, but are approved conditionally may be set a fee of up to 25% for the initial contract as there will be additional checks / training required and there is a higher potential risk to Newbury College.

Sub-Contractors who have maintained a long term relationship with Newbury College of delivering high quality provision, with timely success rates consistently at 85% and above may be offered a fee of 15%.

It is the responsibility of the sub-contractor / partner to collect any required employer contribution in accordance with the Newbury College fee structure. Sub-contractors / partners are required to submit data to Newbury College when requested regarding the fees collected for the annual employer contribution collection report to the funding agency.

14 Payment Terms

Newbury College shall pay the Sub-Contractor in accordance with the invoicing procedure set out in the contract following receipt of payments from the Secretary of State for Skills.

Newbury College shall pay the Contractor within 30 calendar days of receiving the invoice. Newbury College may at its discretion require the Contractor to provide any appropriate supporting information it considers necessary before making payment.

The obligation to make payments to the sub-contractor rests with Newbury College; the Secretary of State for Skills is not liable to make payments directly to the contractor.

Newbury College requires the sub-contractor to use the Newbury College fee structure for learner or employer contributions and to notify Newbury College of the fees collected each month.

The Contractor is responsible for collecting the learner / employer contributions in full.

The Contractor may choose whether to apply the discounts stated in the fee structure, but may not apply a discount more generous than that set by Newbury College.

The fee to the sub-contractor will reflect the percentage of the funding rate paid to Newbury College in addition to the undiscounted fee rate set for the qualification.

If the Sub-Contractor fails to send information to be put onto the Newbury College System in the prescribed manner or fails to submit the appropriate supporting information when necessary, Newbury College shall not be in breach of the Contract

(and nor shall any interest be due) if there is any delay in making a payment, provided that Newbury College has not unnecessarily delayed payment of the relevant claim.

Details of the Contractor's bank account and address must be notified to Newbury College. Newbury College shall send notifications of payments to that address.

At any time during the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by Newbury College to the Contractor) Newbury College and/or the Funding Agency shall be entitled to validate any claim for payment made by the Sub-Contractor. At all times the Sub-Contractor shall provide all necessary assistance as requested by Newbury College.

Sub-Contractors must comply with all funding requirements.

15 Recovery of Sums Due

Wherever under the Contract any sum of money is recoverable from or payable by the Sub-Contractor (including any sum which the Sub-Contractor is liable to pay to Newbury College in respect of any breach of the Contract), Newbury College may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with Newbury College.

Any overpayment by either Party, whether of the Fees or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

The Sub-Contractor shall make any payments due to Newbury College without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Sub-Contractor has a valid court order requiring an amount equal to such deduction to be paid by Newbury College to the Sub-Contractor.

All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

16 Publication of Data

The following data (or template provided by the ESFA) will be published to record the actual level of funding paid and retained for each of the sub-contractors in each funding year. This data will be published within 30 days of the close of the funding year's ILR.

Sub-Contractor UKPRN	Sub-Contractor Name	Contract Start Date	Contract End Date	Provision Type	Funding Paid to the Lead by the ESFA (£)	Funding Paid to the Sub-Contractor by the Lead Provider (£)	Funding Lead Provider has Retained (£)	Funding Sub Contractor has Paid to the Lead Provider (£)

17 Communication

This policy is available to view on the Newbury College website: <http://www.newbury-college.ac.uk>

Potential sub-contractors are invited to look at this policy and the monitoring of sub-contractors policy before submitting their due diligence evidence. Once the sub-contractor has passed the due diligence the management fee and payment terms are agreed for the accepted cohort of learners and written into the contract.

Date: September 2011
Audit Committee: 03 October 2011

Corporation: 12 December 2011

Reviewed: September 2013 (no change), Sept 2014 (minor change), Sept 2015 (minor change), Sept 2016 (minor changes throughout), July 17 (very minor change), Oct 2018 (minor changes), July 2019, Sept 2020

Next Review: July 2021

Appendix A. Due Diligence Letter



Dear

Re: Partnership Agreement for delivery of Apprenticeships / AEB /Traineeships

The first stage in the process of setting up a new arrangement between **COMPANY** and Newbury College is our Due Diligence process. Please could you provide the following information relating to **COMPANY** and return it to us as soon as possible.

- The legal name address and status of the **COMPANY** (Sole Trader, LLP, etc)
- Company registration number and UKPRN
- Evidence of registration on the most recent Register of Training Organisations.
- Details of any direct contracts held with the ESFA or any contracts in progress with other partners and the financial value of these contracts, for the previous and current funding years. In the case of terminated contracts please provide the reason for the termination.
- 3 years of Financial Statements relating to **COMPANY**
- Names of all Directors (Trustees) and Senior Managers of the **COMPANY** and details of their previous appointments. Any potential conflicts of interest must be disclosed.
- Disclose any past or present county court judgements or action in the civil or criminal courts relating to the **COMPANY** or its Directors.
- Details of any quality marks held – including evidence of Matrix Accreditation
- Audit reports relating to delivery of ESFA funded provision
- A reference from a partner you have worked with (this should include success rates if applicable and a description of the relationship between yourselves and the referee)
- Copies of your insurance certificates for Professional Indemnity and Public Liability
- The latest OFSTED report if applicable
- Copies of awarding body centre approval certificates to deliver qualifications funded through the proposed agreement
- Copy of latest Self-Assessment Report
- Latest External Verifier reports for those qualifications proposed as part of the agreement
- Copies of teaching, Assessor and Verifier qualifications for all staff involved in the delivery of provision funded through the proposed agreement
- Evidence of DBS checks for all staff involved in the delivery of provision funded through the proposed agreement
- Evidence of training (or plans to deliver training) for all staff relating to Safeguarding and Equality & Diversity
- Evidence of data protection and security systems for the exchange of personal data and compliance with data protection legislation
- Evidence of systems required for compliance of SFA data collection and record keeping

- Copies of the following policies and procedures: Health and Safety; Quality Assurance policy; Student appeals; student discipline (including action regarding bullying/ harassment); Plagiarism/malpractice (student); Staff malpractice/code of conduct; Complaints procedure; Safeguarding; Data protection/ GDPR compliance and security systems; Environmental and Sustainability Policy.
- Declare any reportable injuries, diseases and dangerous occurrences covered by the RIDDOR regulations together with actions taken to prevent reoccurrences.
- Evidence of how the **COMPANY** meets the 'Prevent Agenda' including policies and procedures relating to avoiding and dealing with extremism
- If the 'Prevent Policy' does not state that the **COMPANY or Directors** do not have any links to extremist organisations. Please supply a statement to this effect or provide detail on the organisational links
- Equality and Diversity / Single Equality Duty policy and evidence of how the **COMPANY** is actioning reducing achievement gaps
- Evidence of compliance with employment legislation and immigration rules
- Evidence of student support arrangements
- Evidence of student tracking procedures and regular communication with students
- Evidence that the **COMPANY** has the capacity to deliver all contractual requirements without the need to subcontract any part to another provider
- Newbury College reserve the right to carry out a credit check on **Company**

If you have any queries concerning any of the above, please let me know.

Yours sincerely

Jo Houghton
Director of Business and Partnerships

Appendix B. Due Diligence Report

Due Diligence Report

Date:

Company Name:

Registered Address:

Legal Status:

Companies House Registration:

Is Company Active on Companies House Database? Yes No

Any Evidence to Show that it has Passed a Resolution (or the court has made an order) to Wind Up or Liquidate the Company or that Administrators have been Appointed?

Yes No

UKPRN Number:

Registration on the Register of Training Providers: Yes No

Matrix Accreditation Yes No

ESF Poster evidence Yes No

Names of Directors, Trustees and Senior Managers (Including previous appointments)

Declaration of any association with extremist organisations by company or any employees

Declaration of Conflicts of Interest of any Directors, Trustees or Employees

Financial Statements

Are Statutory Accounts Overdue? Yes No

Result of Credit Check

Evidence of CCJ or other Court Proceedings

Evidence of Contracts held with the ESFA including reasons for the termination of the agreements and Other Funding Contracts and Values (Previous and Current Funding year)

References

Copies of Insurance Certificates for Professional Indemnity and Public Liability

OFSTED/Quality Reports

Audit Reports

Awarding body centre approval certificates

External Verifier reports –

DBS checks for all staff involved in the delivery of provision

Evidence of appropriately qualified and trained staff for delivery and proof of direct employment

Evidence of training (or plans to deliver training) for all staff relating to Safeguarding and Equality & Diversity

YES NO

Evidence of systems to ensure compliance with the Skills Funding Agency's requirements for data collection and the keeping of records

Policies & Procedures:

- Equal Opportunities
- Health and Safety
- Quality Assurance policy
- Student appeals
- Student discipline

- Plagiarism/malpractice (student)
- Staff malpractice/code of conduct
- Complaints procedure
- Safeguarding
- Sustainability
- Data protection (GDPR) and security systems
- Whistleblowing
- Compliance with employment legislation and immigration rules
- Prevent Agenda
- Business Continuity and Disaster Plan

Evidence of RIDDOR Actions:

Evidence of Student Support Arrangements:

Does the contractor have the capacity to deliver all contractual requirements?

Contracts Manager Comments:

Reason for Sub-contracting:

Support required:

Proposed costs and management fees:

Justification of how the management costs are reasonable and proportionate to the delivery of high quality teaching and learning:

How each cost contributes to the delivery of high quality learning:

Finance Director Comments:

Progress to SMT: Yes No

SMT Comments:

Corporation/SMT Approval: Yes No

