

# TELFORD COLLEGE

## SUBCONTRACTING POLICY AND PROCESSES

|                             |  |                     |                         |
|-----------------------------|--|---------------------|-------------------------|
| <b>Ref No</b>               | 0063   | <b>Version</b>      | 6                       |
| <b>Dept</b>                 | Finance  | <b>Last Updated</b> | January 2026            |
| <b>Responsible Manager</b>  | Chief Finance Officer  | <b>Next Review</b>  | January 2027            |
| <b>Date Approved</b>        | February 2026  | <b>Category</b>     | <b>Public</b> / Private |
| <b>Where Approved</b>       | PFR Committee  | <b>Covers</b>       | Staff/Students/Both     |
| <b>Associated Documents</b> | Appeals Against Assessment Policy<br>Assessment Policy<br>Compliments and Complaints Policy<br>Equality, Diversity and Inclusion Policy<br>Examinations Policy<br>Learning, Teaching and Assessment Support Handbook<br>Positive Behavior Process<br>Safeguarding and PREVENT Policy<br>Special Education Needs and Disabilities (SEND) Policy |                     |                         |

## Contents

|      |   |          |
|------|---|----------|
| 1.   | Introduction .....  | 2        |
| 1.2. | Overarching Principles .....                              | 2        |
| 2.   | Pre-award activities.....                                 | 2        |
| 2.1. | Rationale for Sub-Contracting.....                        | 2        |
| 2.2. | Selection Process.....                                    | 3        |
| 2.3. | Due Diligence .....                                       | 4        |
| 2.4. | Contract Management.....                                  | 4        |
| 2.5. | Equality and Diversity.....                               | 4        |
| 3.   | Roles and Responsibilities.....                           | 5        |
| 3.1. | Introduction.....   | 5        |
| 3.2. | Roles and responsibilities of Telford College staff ..... | 5        |
| 3.3. | Subcontracting Working Group .....                        | 5        |
| 3.4. | Tracking and monitoring.....                              | 5        |
| 4.   | Rules and regulations .....                               | 6        |
| 4.1. | Audit and Data Compliance .....                           | 6        |
| 4.2. | Data Protection and GDPR.....                             | 6        |
| 4.3. | Training .....  | 6        |
| 4.4. | Exams .....   | 7        |
| 4.5. | Fees .....  | 7        |
| 4.6. | Staffing .....  | 8        |
| 4.7. | Safeguarding .....  | 9        |
| 4.8. | Contingency plans.....                                    | 9        |
| 4.9. | Publication of subcontractor fees .....                   | 9        |
| 5.   | Quality Monitoring .....                                  | 10       |
| 5.1. | Quality Assurance .....                                   | 10       |
| 5.2. | Quality of learning, teaching and assessment .....        | 10       |
| 5.3. | Review of learning, teaching and assessment.....          | 11       |
| 6.   | Review .....  | 11       |
| 6.1. | Self-assessment/Annual Review.....                        | 11       |
| 6.2. | External Audit.....                                       | 11       |
| 7.   | Appendices .....  | 13       |
|      | <b>Policy Review History .....</b>                        | <b>3</b> |

## 1. Introduction

- 1.1.1. This policy applies to all supply chain activity which are supported by funds received from the Department for Education (DfE), Devolved Combined Authorities (DCA) or any successor organisations. Telford College is committed to making the best use of resources when securing the provision of education and training.
- 1.1.2. Subcontracting is defined as using a third party to deliver education and training for which the college claims funding. A percentage of this funding (usually 80%) is passed on to the third party for delivery purposes. The 'subcontracting' out of the provision of training and education is one route to secure provision.
- 1.1.3. This policy describes the principles underpinning the selection and management of the subcontracted provision to ensure that it meets the required standards. This policy will apply to all subcontractors of the College.

## 1.2. Overarching Principles

- 1.2.1. The college will use its supply chain to optimise the impact and effectiveness of service delivery to the end user. The college will therefore ensure:
  - 1.2.1.1. Compliance with relevant subcontracting rules as set by the Department for Education and WMCA, along with any other funding rules to the relevant programme as appropriate.
  - 1.2.1.2. At all times undertake fair and transparent procurement activities, conducting robust due diligence procedures on potential sub-contractors. This is to ensure compliance at all levels and to ensure the highest quality of learning is made available, value for money and a positive impact on students' lives.
  - 1.2.1.3. The funding that is retained by the college will be related to the costs of the services provided. These services, and the levels of funding being retained for them, will be clearly documented and agreed by all parties. The rates of such retained funding will be commercially viable for both sides and will be negotiated and agreed in a fair and transparent manner. The fees will be proportionate to the actual services being provided and will be negotiated.
  - 1.2.1.4. Contract documents will require both parties to agree that the achievements of supply chains are attained through adherence to both the letter and the spirit of contract. Signatories therefore commit that all discussions, communications, negotiations and actions undertaken to build, maintain and develop supply chains will be conducted in good faith in accordance with the Overarching Principles. Where changes are required, and both parties agree, then addendums to the contracts will be issued and accepted once signed by both parties.
  - 1.2.1.5. Where disputes between supply chain partners cannot be resolved through mutually agreed internal resolution procedures, the college will submit to independent outside arbitration or mediation and abide by its findings.

## 2. Pre-award activities

### 2.1. Rationale for Sub-Contracting

- 2.1.1. The College must be satisfied that all partnership or subcontracting activity has a clear educational rationale which aligns to the College's strategic and operational strategies. The College's rationale for subcontracting as a whole will be reviewed by Governors in line with the annual curriculum planning cycle. This rationale must consider the expectation DfE has for providers to reduce their subcontracted provision.

- 2.1.2. In line with the DfE subcontracting standard, WMCA supply chain funding rules and any other Combined Authority, subcontracting arrangements must not be used solely to meet short-term funding targets or objectives. The rationale must meet one or more of the following aims:
  - 2.1.2.1. Where existing employers or students require additional provision which is beyond our existing scope or capacity.
  - 2.1.2.2. Where sub-contracting enables the College to deliver high quality niche provision in areas where subcontractors have extensive and focused specialist expertise.
  - 2.1.2.3. Where sub-contracting will allow us to meet the short-term needs of students or employers without exposing the college to the risks and cost of setting up new provision.
  - 2.1.2.4. Where sub-contracting would allow us to better support geographical access for students or offers an entry point for disadvantaged groups.
  - 2.1.2.5. Requests from Funding bodies to take on the funding role for other providers
- 2.1.3. This policy will be reviewed annually and updated as required and to comply with the DfE subcontracting standard, must be published on the College website by 31 October in the relevant funding year. Potential delivery partners will be directed to the policy as the starting point in any relationship.

## **2.2. Selection Process**

- 2.2.1. The selection process is concerned with breaking down the overall scope of as part of the College's rationale for subcontracting. This process should ensuring the objectives of subcontracting will be met and the selection process is sufficient to collect the following information:
  - 2.2.1.1. Organisation details, including ultimate parent details including ownership and background
  - 2.2.1.2. Principal activities (past and present). Ofsted reports, experience and track record
  - 2.2.1.3. Organisational charts
  - 2.2.1.4. Subcontractors approach
  - 2.2.1.5. Professional/commercial affiliations
  - 2.2.1.6. Legal, financial, capability and quality management systems
- 2.2.2. The key principles of selecting a new sub-contracting partner are whether they:
  - 2.2.2.1. Fit with the strategic objectives of the College
  - 2.2.2.2. Bring positive local community benefits / widening participation (attracting learners who would not normally go to a FE college)
  - 2.2.2.3. Add value to the work the College does
  - 2.2.2.4. Complement but not compete with the existing product portfolio of the College
  - 2.2.2.5. Are aligned to key sectors that the College or Government has prioritised
  - 2.2.2.6. Have potential for grade 1 provision
  - 2.2.2.7. Have a track record of high success rates and high standards in all category areas
  - 2.2.2.8. Are willing to engage in a mutually supportive relationship built on trust and respect
  - 2.2.2.9. Have reputation and standing in the sector / market
  - 2.2.2.10. Comply with UK and EU sub-contracting regulations across the appropriate funding agency

## **2.3. Due Diligence**

- 2.3.1. Subcontractor approval shall be undertaken in a fair and transparent manner, conducting robust due diligence to ensure the highest quality of learning delivery whilst achieving value for money. To comply with the relevant funding body rules, the College will need to be reassured that sub-contractors satisfy a control test, the key elements of which are:
  - 2.3.1.1. The College is able to ensure that learners are enrolled on appropriate programmes in the name of the College not the sub-contractor(s)
  - 2.3.1.2. The provider has the capability and capacity to deliver to the tender specification
  - 2.3.1.3. There is a written learning agreement, entered into at the time of enrolment which is prepared and agreed with each learner and that reflects the outcome of the learner's initial guidance and assessment
  - 2.3.1.4. A learning programme and its means of delivery have been clearly specified by the College
  - 2.3.1.5. There are arrangements for assessing the progress of individual learners
  - 2.3.1.6. Adequate measures are in place to ensure the health and safety of learners
  - 2.3.1.7. Procedures exist for the College to regularly monitor the quality and delivery of programmes
- 2.3.2. To ensure compliance with these elements the initial Expression of Interest document and the Due Diligence Checklist are key sources of information for new partners. Included in these documents is the need to record the 'business case' or rationale for entering into a sub-contracting arrangement with a new partner.
- 2.3.3. Other Independent sources of information about potential providers include:
  - 2.3.3.1. Ofsted inspection reports ([www.ofsted.gov.uk](http://www.ofsted.gov.uk))
  - 2.3.3.2. Register of UK Training Providers
  - 2.3.3.3. FE Choices results
- 2.3.4. Following successful appraisal of the Selection Process and Due Diligence, the subcontractor is placed on an approved list of contractors, held by the Finance department.

## **2.4. Contract Management**

- 2.4.1. Following tender evaluation, the contract will move to the award stage following approval from the Principal & CEO for acceptance that the proposal is aligned to the College strategic and operational objectives.
- 2.4.2. The College should ensure that there is a contract management plan which determines how the contract will work once it has been awarded. It is vital that a contract management plan is drawn up in advance of contract award. This will set out how the obligations of all parties should be carried out effectively and efficiently.
- 2.4.3. Where appropriate, the College will seek approval from the Department for Education for any agreed subcontracting terms in relation to distance learning and whole programme subcontracting for 16 to 19.

## **2.5. Equality and Diversity**

- 2.5.1. All subcontractors are required to comply fully with the College's Equality, Diversity and Inclusion Policy, ensuring that their practices, procedures, and conduct align with the standards and commitments set out by the College.

### 3. Roles and Responsibilities

#### 3.1. Introduction

- 3.1.1. Ensuring that roles and responsibilities are well defined is fundamental to delivering effective, compliant subcontracted delivery. The College will ensure that the right people are in place to carry out the contract management activities.

#### 3.2. Roles and responsibilities of Telford College staff

| Role  | Responsibilities   |
|---|--|
| Chief Finance Officer (Senior Responsible Owner)  | Strategic and overall responsibility for subcontracting  |
| Director of Finance                               | Oversight of contracts including due diligence process<br>Payment of invoices<br>Co-ordination of audits |
| Head of MIS and Exams                             | Data Management<br>Funding Compliance<br>GDPR<br>Examinations and quality checks                         |
| Director of Safeguarding and Student Support      | Safeguarding   |
| Director of Estates                               | Health and Safety  |
| Director of Human Resources                       | Staffing<br>Maintenance of the Single Central Register<br>Mandatory training                             |
| Vice Principal – Support and Performance          | Performance monitoring   |
| Head of Quality and Performance                   | Quality assurance<br>External review of Learning, Teaching and Assessment                                |
| Faculty Director of Curriculum (Contract Manager) | Monitoring of contract delivery<br>Student Experience<br>Quality of provision                            |

#### 3.3. Subcontracting Working Group

- 3.3.1. A Subcontracting Working Group is established to provide ongoing oversight and governance of all subcontracting activity. The group is responsible for reviewing existing processes, identifying and highlighting potential risks, monitoring compliance with contractual agreements and reporting updates on subcontracting arrangements.

#### 3.4. Tracking and monitoring

- 3.4.1. The College undertake quarterly meetings for the performance of sub-contractors including quality and financial measures which is discussed during the Subcontracting Working Group.
- 3.4.2. Monthly monitoring meeting with subcontractors will take place using standardised templates for audit purposes, these may be altered from time to time however these meetings should include:
- 3.4.2.1. Subcontracting Quality Monitoring Visit (Appendix 1)
  - 3.4.2.2. Subcontracting Quality Improvement Plan (Appendix 2)
  - 3.4.2.3. Subcontracting Transparency Report

## 4. Rules and regulations

Telford College retains accountability for all subcontracted provision and so requires all subcontractors to maintain high standards of data accuracy, security, audit compliance and complying with all Department for Education and other funding body rules, awarding body standards and GDPR regulations.

### 4.1. Audit and Data Compliance

- 4.1.1. The Department for Education and other funding bodies have the right to audit all documentation in relation to the subcontracted provision. A satisfactory audit is essential to avoid loss of funding through clawback or termination of contracts. Therefore, the college require the subcontractor to:
  - 4.1.1.1. Provide accurate enrolment packs for learners.
  - 4.1.1.2. Maintain complete learner records including eligibility evidence, attendance and achievement evidence.
  - 4.1.1.3. Ensure all data meets Department for Education and other funding bodies audit standards and is available at any time for audit purposes.
- 4.1.2. Subcontractors must allow Telford college to conduct scheduled internal audits to provide continual assurance of the above and also cooperate fully with External audits carried out by the Department for Education and other funding bodies.
  - 4.1.2.1. A sample audit will be conducted on a termly basis to ensure records are valid and credible
  - 4.1.2.2. All paperwork from sub-contractors must be originals (not photocopies or scanned copies)
  - 4.1.2.3. DSATS will be used to test integrity of data submitted by the sub-contractor
  - 4.1.2.4. Sub-contractors to keep accurate records of attendance of all students. Provided to the college monthly. To sit alongside monitoring visits, as assurance of activities taking place.
- 4.1.3. Controls to ensure no double funding include:
  - 4.1.3.1. Gaining information on other prime contractors at due diligence stage
  - 4.1.3.2. Regular (monthly) DSATS testing
  - 4.1.3.3. Communicating with any other Prime contractors the subcontractor is working with

### 4.2. Data Protection and GDPR

- 4.2.1. In order to comply with UK GDPR and the Data Protection Act 2018 Subcontractors must ensure that they:
  - 4.2.1.1. Maintain secure systems for storing, processing and transferring learner data.
  - 4.2.1.2. Use encrypted and password protected methods for data exchange
  - 4.2.1.3. Ensure all staff handling learner data receive regular data protection training
  - 4.2.1.4. Sign and comply with a Data Sharing agreement with the College
  - 4.2.1.5. Report any data breach to the college immediately and comply with any investigation.

### 4.3. Training

- 4.3.1. To ensure that high quality provision is being delivered that meets the requirements of the contract that has been entered in to, it is a requirement of the College that all staff are to take part in and complete mandatory training, provided by the College in the following areas:
  - 4.3.1.1. GDPR - to ensure compliance with all requirements of GDPR regulations
  - 4.3.1.2. Invigilation - to comply with JCQ regulations
  - 4.3.1.3. Safeguarding – including Keeping Children Safe in Education (KCSiE) and Prevent.

## 4.4. Exams

- 4.4.1. It is the centre where the examinations are taken that holds the responsibility to ensure that all examinations and assessments that do take place, do so under conditions that align with corresponding awarding body requirements.
- 4.4.2. If the awarding body used sits under JCQ, then it is the centre where the examinations are taken that hold responsibility to ensure that all storage, handling and preparation of exam papers and the actual exams and assessments are done so in line with JCQ regulations. Details of which can be found on the JCQ website.
- 4.4.3. [Home - JCQ Joint Council for Qualifications](#)
- 4.4.4. Telford College will also be provided with the dates for the examinations taking place over each academic year so monitoring visits can be scheduled in to ensure awarding body compliance. Please refer to college Examinations Policies on the website.
- 4.4.5. Controls in place to ensure regulations are met:
  - 4.4.5.1. The college to be provided with a monthly examination/assessment timetable
  - 4.4.5.2. Rooms examinations/assessments are to take place in are identified
  - 4.4.5.3. Walk through of exam process, from delivery of papers, secure storage and through to exams taking place
  - 4.4.5.4. Pre-exam visit to ensure correct documentation is displayed, as dictated by JCQ
  - 4.4.5.5. Inspection of an exam to take place by the college during each exam season

## 4.5. Fees

- 4.5.1. The management fee retained by the College is calculated as a percentage of the contract value agreed with the subcontractor. The typical percentage of fees retained by the College to manage subcontractors is 20%, this covers the direct cost associated with operating and quality assuring the sub-contracted provision and provides a contribution towards relevant indirect costs. The actual management fee is calculated using risk assessments, of which, subcontractors are risk rated during the due diligence and evaluation process which is refreshed annually. The risk banding will be determined, as set out in the table below:

| Risk Band   | % To Delivery Partner | % Management Fee |
|-------------|-----------------------|------------------|
| Low Risk    | 85%                   | 15%              |
| Medium Risk | 80%                   | 20%              |
| High Risk   | 75%                   | 30%              |

- 4.5.2. The College aims to work with providers that are rated Medium or Low risk, however where subcontractors provide specific strategic alignment, High risk providers can be used. Management Fees should only exceed 20% in exceptional circumstances, and where they do, the Department for Education reserves the right to challenge.
- 4.5.3. Considerations for Risk Banding includes but not limited to:
  - 4.5.3.1. Provision type (16 to 19, Adult Skills Fund etc)
  - 4.5.3.2. Quality Assurance requirements
  - 4.5.3.3. College management/administrative support requirements
  - 4.5.3.4. Subcontractor prior delivery track record
  - 4.5.3.5. Ofsted reports (where applicable)
  - 4.5.3.6. Financial position

- 4.5.3.7. Quality of documentation
- 4.5.3.8. Location
- 4.5.3.9. References
- 4.5.4. The College will not contract with any subcontractor, regardless of risk band that:
  - 4.5.4.1. Does not have the financial ability to deliver the requirements of the subcontract
  - 4.5.4.2. Is a new company that has not yet submitted their first statutory accounts
  - 4.5.4.3. Has an above-average risk warning from a credit agency; or
  - 4.5.4.4. Has passed a resolution to wind up or liquidate the company or administrators have been appointed.
- 4.5.5. The College may also retain funding to cover the cost of any funded activity that it might undertake on behalf of the delivery partner such as:
  - 4.5.5.1. Awarding body fees and charges
  - 4.5.5.2. Hiring of facilities/equipment within/from the College
- 4.5.6. The College will seek to recover any costs or funding due from under delivery, underperformance or failure to meet audit requirements in line with the contract agreed with the subcontractor.
- 4.5.7. All subcontractors will be paid in arrears, on invoice, following the submission of the Individualised Learner Record (ILR) and receipt of the Occupancy Report (Provider Funding Report). Invoices will be paid as per the College's Financial Regulations (30 days from receipt of invoice) and these payments will be reconciled on a monthly basis.
- 4.5.8. Payments to sub-contractors will be made subject to compliance with the terms of contract, together with this policy and the following;
  - 4.5.8.1. Successful upload of learner data via the monthly ILR returns
  - 4.5.8.2. Confirmed eligibility of learners
  - 4.5.8.3. Satisfactory audit checks and monitoring visits
  - 4.5.8.4. Receipt of successful upload via the PFR (Provider Funding Report)
  - 4.5.8.5. Receipt of an invoice
  - 4.5.8.6. Achievement funding will be paid on satisfactory acceptance of all required documentation and evidence
- 4.5.9. A total of 5% of the overall funding, as a retention, and the 20% achievement funding element may be withheld pending satisfactory audit.

## **4.6. Staffing**

- 4.6.1. The College will only use subcontractors if we have the knowledge, skills and experience within our organisation to successfully procure, contract with and manage those subcontracts and can evidence this with the CVs of relevant staff. The College will annually refresh its records for CVs of staff who have involvement in subcontracting.
- 4.6.2. It is essential that the single central register for staff is accurately maintained. Details of all new appointments must be shared with Director of Human Resources along with confirmation of their Enhanced DBS – vulnerable people. Except adult provision where a DBS certificate is only required.
- 4.6.3. Spot checks will be carried out by the Director of Human Resources to ensure that the single central register is up to date and where required, Contract Managers will be contacted to request up to date information from Subcontractors.

- 4.6.4. Subcontractors will be invited to attend professional development activities at the College that pertain to learning, teaching and assessment. The dates for these events are outlined on in the Quality Calendar annually. Further information will be provided closer to the events. It will be necessary for all professional development records to be available to showcase the ongoing support that staff receive to effectively fulfil their role.

#### **4.7. Safeguarding**

- 4.7.1. Telford College is committed to ensuring that we provide a caring, positive, safe and stimulating environment that promotes the social, physical and moral development of all our students. The safety, welfare and protection of all students is paramount. This applies to all provision including subcontracts.
- 4.7.2. Subcontractors must ensure their staff and stakeholders understand their responsibility and contribution to protecting students and know what to do where there are concerns that a student is at risk of, or is experiencing, harm or abuse.

#### **4.8. Contingency plans**

- 4.8.1. Telford College will undertake all reasonable steps to ensure the viability and continuation of sub-contracted curriculum provision. During the selection process, subcontractors will be required to provide contingency plans in the event of business failure of contract termination which show clearly any mitigations that would reduce the impact of any events which could potentially reduce delivery levels.
- 4.8.2. In the unlikely event of a subcontractor failing to deliver, the College will either deliver the provision through the College, deliver through an existing sub-contractor, deliver through a new sub-contractor or transfer the learners to an alternative provider. If the College is unable to facilitate the provision, the following procedure will be followed:
- 4.8.2.1. The relevant funding body will be provided with an explanation as to why the College can no longer facilitate the provision and will be consulted regarding the relocation of learners.
- 4.8.2.2. Learners will be informed of the decisions and the reasons why. They will be informed that the College will seek an alternative provider using another existing training provider, or they will be transferred to another college, at no additional cost to the learner.

#### **4.9. Publication of subcontractor fees**

- 4.9.1. The College, where its subcontracting arrangements exceed £100,000 annually is required to publish details of its subcontracting arrangements to ensure transparency and accountability in the use of public funds. This will include all subcontractors who deliver full or part-apprenticeship frameworks or standards, Adult Skills Fund (ASF) funded training providers and 16-19 providers.
- 4.9.2. The details will include the name and UKPRN of the subcontractor, the contract start and end date, the type of provision, the funding paid to the subcontractor and funding retained by the College.

## **5. Quality Monitoring**

### **5.1. Quality Assurance**

- 5.1.1. The quality of provision will be monitored and managed through the existing college QA processes and procedures. Telford College is committed to ensuring subcontracting partners are able to deliver quality provision through robust quality assurance, this policy positions sub-contracted provision as a core part of college activity to enable continuous improvement in the quality of teaching and learning for both the college and its sub-contractors.
- 5.1.2. Measures to be reviewed for Quality Assurance include:
  - 5.1.2.1. Funding and delivery advice or support
  - 5.1.2.2. Contract management meetings (schedule to be agreed annually)
  - 5.1.2.3. Desk top checks and due diligence visits
  - 5.1.2.4. Three quality assurance visits per year, one of which will be a short or unannounced visit
  - 5.1.2.5. Observation of information, advice and guidance sessions
  - 5.1.2.6. Observation of teaching, learning and assessment practice
  - 5.1.2.7. Review of "At Risk" learners
  - 5.1.2.8. Annual review of learner survey

### **5.2. Quality of learning, teaching and assessment**

- 5.2.1. The College, as a further education and skills provider, is subject to regular inspections from Ofsted under part 8 of the Education and Inspections Act 2006. "Subcontracted provision that is part of the directly funded provider's responsibility is also within the scope of inspection" (Paragraph 82, Further education and skills handbook for September 2023). As such, the College will apply the rigor to quality assurance from the subcontractor as it does all other provision.
- 5.2.2. It is expected that subcontractors will;
  - 5.2.2.1. Produce an annual self-assessment report and resulting quality improvement plan with agreed performance targets.
  - 5.2.2.2. Follow approved quality assurance procedures and share regular reports about the implementation of these practices.
  - 5.2.2.3. Maintain annual reviews of policies and update the Quality Team of any changes or new documents.
  - 5.2.2.4. Comply with the quality cycle and provide assurance reports as outlined in the quality calendar.
  - 5.2.2.5. Operate an approved system of teaching observations with developmental support for teaching staff and submit copies of these observations.
  - 5.2.2.6. Formally minute meetings with staff regarding the subcontracted courses and retain for audit purposes.
  - 5.2.2.7. Ensure all provision meets all aspects of the Further Education and Skills Handbook to achieve a minimum of a 'good' grade.
  - 5.2.2.8. Engage students and employers, where appropriate, in providing feedback about their experiences for quality improvement.
- 5.2.3. Attend all scheduled meetings to review the arrangement and provide documentation in advance of the meeting.

### **5.3. Review of learning, teaching and assessment**

- 5.3.1. The subcontractor will continue to implement the policies and practices that were agreed during the due diligence process. Any amendments made to policies following the due diligence process, should be communicated to the College at the earliest convenience.
- 5.3.2. Summary reports about learning, teaching and assessment form part of the quality calendar. The College will periodically request a sample of evidence to support the reports being provided. The frequency of this sampling will be dependent upon the size of the provision and level of risk associated with the subcontractor. Evidence may include;
  - 5.3.2.1. Copies of planning documentation e.g. lesson plans and schemes of work
  - 5.3.2.2. Copies of learning walks
  - 5.3.2.3. Copies of reviews/observations
  - 5.3.2.4. Copies of registers
  - 5.3.2.5. Copies of timetables
  - 5.3.2.6. EV reports and follow up action plans
  - 5.3.2.7. Samples of student work
  - 5.3.2.8. Student voice meeting minutes
  - 5.3.2.9. Copies of registers for enrichment activities
  - 5.3.2.10. Evidence of the embedding of safeguarding, PREVENT and British Values
  - 5.3.2.11. Progress tracking documents
  - 5.3.2.12. Professional development training documents

## **6. Review**

### **6.1. Self-assessment/Annual Review**

#### **6.1.1. Curriculum self-assessment**

The College will validate the subcontractor's self-assessment report by the end of October each year and agree the resulting quality improvement plan. This will become the formal document for continual review. Updates will be provided in November, March and June against the measurable targets (see quality calendar).

### **6.2. External Audit**

#### **6.2.1. Department for Education (DfE):**

The Assurance Reviews of the Subcontracting Standard for Post-16 Providers aim to ensure that subcontracting arrangements are managed effectively and in compliance with DfE funding rules.

#### **6.2.2. Reporting Requirements:**

Self-Assessment (Annex F): Providers must complete a self-assessment to demonstrate compliance with the subcontracting standard. This is a shared document that is held by Finance and input by Quality, Employer Engagement and MIS. This should be completed annually.

#### **6.2.3. Reporting Accountants: Reporting accountants must review and report on the provider's compliance with the standard. Where the standard applies, the College must send a copy of the external auditor's final report including the action plan of agreed recommendations and assurance declaration via DfE Document Exchange by the 31st July. Once the report has been submitted, it will remain in place for three years unless there are material changes.**

#### **6.2.4. West Midlands Combined Authority (WMCA):**

- 6.2.5. The WMCA sets out the requirement where supply chain delivery exceeds £100,000, the provider must obtain an annual report from an auditor. Section 8. Assurance notes that this report must be submitted by 31<sup>st</sup> August to the College's WMCA Skills Delivery Officer.
- 6.2.6. To achieve this, the College will work with its Internal Auditors and will make available information needed, such as:
  - 6.2.6.1. Corporate Docs / Policies
  - 6.2.6.2. Subcontracting Policy
  - 6.2.6.3. Declarations of Interests
  - 6.2.6.4. Evidence of Quality Monitoring Plan
  - 6.2.6.5. Evidence of up-to-date Due Diligence Checks
  - 6.2.6.6. Signed Contracts
  - 6.2.6.7. Quality / Provider Development Plans
  - 6.2.6.8. Relationship Charter
  - 6.2.6.9. Conflict of Interest Statements

## 7. Appendices

### Appendix 1 Subcontracting Quality Monitoring Visit

|              |  |                        |  |            |  |
|--------------|--|------------------------|--|------------|--|
| Organisation |  | Date                   |  | Spot Check |  |
| Site visited |  | Postcode               |  |            |  |
| Conducted by |  | Subcontracting contact |  |            |  |

#### Summary of activities carried out

#### Strengths/areas of good practice

#### Areas for improvement

| Actions | Person Responsible | Completion Date |
|---------|--------------------|-----------------|
|         |                    |                 |
|         |                    |                 |

Name ..... ..

Signature ..... ..

Date ..... ..

**Telford College**

**Subcontractor**

## Summary of visit

Below is a summary of the activities that have taken place on the visit. Comments only need to be added where the activity took place.

| Monitoring activity                  | List of students/courses sampled | Comments | Actions |
|--------------------------------------|----------------------------------|----------|---------|
| <i>Initial IAG</i>                   |                                  |          |         |
| <i>Initial/diagnostic assessment</i> |                                  |          |         |
| <i>Induction</i>                     |                                  |          |         |
| <i>ILP and target setting</i>        |                                  |          |         |
| <i>Course intent</i>                 |                                  |          |         |
| <i>Evidence of planning</i>          |                                  |          |         |
| <i>Reviews of learning</i>           |                                  |          |         |
| <i>Work scrutiny</i>                 |                                  |          |         |
| <i>Progress tracking</i>             |                                  |          |         |
| <i>Additional learning support</i>   |                                  |          |         |
| <i>Student feedback</i>              |                                  |          |         |
| <i>Attendance and punctuality</i>    |                                  |          |         |
| <i>Work experience</i>               |                                  |          |         |
| <i>Enrichment</i>                    |                                  |          |         |
| <i>Tutorial</i>                      |                                  |          |         |

|  |  |  |  |
|--|--|--|--|
| <i>Career information</i>                        |  |  |  |
| <i>Safeguarding/ Prevent/<br/>British Values</i> |  |  |  |
| <i>Registers</i>                                 |  |  |  |
| <i>Internal verification</i>                     |  |  |  |
| <i>External verification</i>                     |  |  |  |
| <i>Examinations</i>                              |  |  |  |
| <i>Health and Safety</i>                         |  |  |  |
| <i>Professional development<br/>records</i>      |  |  |  |
| <i>Staff lists</i>                               |  |  |  |
| <i>Policies and procedures</i>                   |  |  |  |

***\*Please attach further evidence to this report.***

## Appendix 2

### Subcontracting Quality Improvement Plan

| Area for Improvement | Impact on Outcomes | Actions to be taken | Person Responsible | Target Completion date | Update |
|----------------------|--------------------|---------------------|--------------------|------------------------|--------|
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |
|                      |                    |                     |                    |                        |        |

## Appendix 3

### Joint Statement of Intent for Subcontracting

**Telford College** and **[Subcontractor Name]** enter into this Joint Statement of Intent for Subcontracting to establish mutual understanding and commitment regarding subcontracting services. This Statement outlines the terms and conditions governing our subcontracting relationship for our mutual benefit.

1. **Purpose:** This Statement defines the framework for subcontracting activities between **Telford College** and **[Subcontractor Name]** (the "Subcontractor") to achieve a specific project, task, or objective.
2. **Scope of Work:** The subcontracting contract will specify the scope of work, including the services or deliverables provided by the Subcontractor, timelines, and other relevant details.
3. **Responsibilities of the Lead Provider:**
  - Clearly define the scope of work, deliverables, and quality standards.
  - Provide necessary information, resources, and access to fulfil subcontractor obligations.
  - Ensure subcontractor's work aligns with overall objectives.
  - Maintain open communication and promptly address concerns.
4. **Responsibilities of the Subcontractor:**
  - Perform work per agreed specifications, timelines, and quality standards.
  - Employ qualified staff and resources to complete the provision.
  - Comply with all relevant funding rules, regulations, and industry standards.
  - Provide regular progress updates and notify of potential delays or risks.
5. **Confidentiality and Data Protection:** Both parties will ensure confidentiality and protection of learner data and sensitive information shared during the subcontracting relationship.
6. **Payment Terms:** Defined in the subcontracting contract.
7. **Term and Termination:** This Statement remains in effect until the subcontracted work is completed or terminated by either party. Termination requires written notice specifying reasons as per the contract's termination clause.
8. **Dispute Resolution:** Parties will engage in good faith negotiations to resolve disputes. If unresolved, other legal remedies may be pursued.
9. **Entire Agreement:** This Joint Statement of Intent for Subcontracting, along with the subcontracting contract, constitutes the entire agreement between the parties and supersedes any prior oral or written agreements.

In witness whereof, the authorized representatives of the parties have executed this Joint Statement of Intent for Subcontracting as of the date first written below.

Name

Signature

Date

-----  
-----  
-----  
**Telford College**

-----  
-----  
-----  
**Subcontractor**

## Appendix 4

### Subcontracting Relationship Charter

**Purpose:** This charter sets out the expectations, responsibilities and guidelines to ensure a successful and ethical working relationship between Telford College and its Subcontractors.

#### 1. Scope of Work:

- Provision of education and training as per the agreed contract.
- The subcontractor will follow subcontracting rules from the Department for Education (DfE), the West Midlands Combined Authority (WMCA) and any other funding bodies as required.
- Telford College will share relevant funding rules timely.
- Telford College will ensure there are clear objectives, timelines, and quality plans in place to ensure successful delivery.

#### 2. Roles and Responsibilities:

- The subcontractor will at all times, honour the contract and cooperate with Telford College.
- Telford College will work closely with the subcontractor to support and monitor to ensure quality delivery.

#### 3. Performance and Quality:

- The agreed KPIs will be clear in the contract and regularly measured by Telford College. Telford College will conduct regular performance reviews.
- The subcontractor will meet agreed levels and follow quality processes.

#### 4. Communication:

- Both parties will agree to monthly meetings to discuss performance either online or face-to-face.
- Both parties agree to timely and polite responses to communications.
- Both parties agree to prompt communication to ensure any issues, concerns and risks are adequately identified.

#### 5. Confidentiality and Intellectual Property:

- Both parties will maintain and retain all relevant documentation and records in relation to performance of its obligations under the contract.
- Neither parties will be entitled to the use of the Intellectual Property of the party without prior written consent.

#### 6. Payment Terms:

- Telford College agrees to pay the subcontractor based on active learner numbers, ILR data, and retention and management fees as agreed in the contract.
- Telford College has the right to refuse payment if the subcontractor withholds learner data and information. Telford College carries out monthly checks on enrolments and engagement.
- Payments will be paid by BACS following Telford College's normal payment processes.

#### 7. Ethical Considerations:

- Both parties will adhere to a code of conduct promoting honesty and integrity.
- The subcontractor will report any fraudulent activity immediately.
- Both parties will avoid corruption, bribery, and conflicts of interest.

#### 8. Expected Behaviours:

- Both parties agree to collaborate and share knowledge.
- Both parties agree to adhere to deadlines and communicate delays.
- Engage in constructive conflict resolution.

#### 9. Term and Termination:

- Contracts will be issued annually and will be terminated at the end date.
- Both parties agree to comply with termination terms, notice periods, and dispute resolutions.
- Both parties agree to abide by these terms throughout their relationship.

### Policy Review History

| Version | Review Date  | Reviewer | Reason for Review                       |
|---------|--------------|----------|---|
| 7       | January 2026 | MP       | Annual review for academic year 2026-27 |
|         |              |          |   |
|         |              |          |   |