



Scope

This policy applies to all supply chain activity supported with funds supplied by the Education and Skills Funding Agency or any successor organisations.

Context

The policy is now a mandatory requirement that must be in place prior to participating in any sub-contracting agreements for the 2023 to 2024 funding year. The content of this policy has been developed in line with Association of Colleges (AoC) / Association of Employment and Learning Providers (AELP) and HOLEXX updated Best Practice Guidance for a Relationship between a Prime Provider and a Subcontractor (March 2018) and Supply Chain Management and the Education & Skills Funding Agency (ESFA) Funding.

Overarching Principle

Middlesbrough College will use its supply chains to optimise the impact and effectiveness of service delivery to the end user.

The College will therefore ensure that:

- a. Supply chain management activities comply with the principles of best practice in the skills sector. In particular, they will be guided by the principles given in the AELP publication *“Supply Chain Management – a good practice guide for the post-16 skills sector” (November 2012 and subsequent iterations)* and the recently produced *“Best Practice Guidance for a Relationship between a Prime Provider and a Subcontractor March 2018”*.
- b. The College will at all times undertake fair and transparent procurement activities, conducting robust due diligence procedures on potential subcontractors to ensure compliance with the best practice guidance and Common Accord at all levels and to ensure the highest quality of learning delivery is made available, demonstrating value for money and a positive impact on learner lives.
- c. 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. They will be proportionate to the actual services provided.
- d. 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. Contract documents will require both parties to agree that the achievement of supply chains

are attained through adherence to both the letter and spirit of contracts or partnerships. 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 Principle.

Rationale for sub-contracting

The College engages with sub-contractors to better meet customer needs. Reasons are varied but could be:

- To work with providers who effectively reach priority learners in the community and who can demonstrate positive employment or progression outcomes.
- To temporarily expand provision, to meet a short-term employer demand for example.
- To provide access to, or engagement with, a new range of customers.
- To support another provider to develop capacity/quality.
- To provide niche delivery where the cost of developing direct delivery would be inappropriate.
- To support employers with a wide geographic requirement.
- To extend capability and capacity to support the broader College response to local redundancy situations.

Quality assurance

Sub-contracted activity is a fundamental part of the College's provision. The quality of the provision will be monitored and managed through the existing College Quality Assurance processes and procedures, as amended in order to fully encompass all sub-contracted activity.

This policy positions sub-contracted provision as a core part of college activity to enable continuous improvements in the quality of teaching and learning for both the College and its subcontractors.

This will be achieved through the sharing of effective practice across the supply chain, for example through the Self-Assessment Report (SAR) process and teaching and learning observation process.

In addition, the contract incorporates Schedules that stipulate minimum levels of performance vis-à-vis achievement rates mirroring Middlesbrough College targets. The Schedules also include financial consequences for failure to deliver which have been introduced to further support due diligence i.e., as a deterrent and/or to incentivise performance and delivery to every learner on the subcontractor's roll.

Publication of information relating to sub-contracting

In compliance with Education and Skills Funding Agency and other agency funding rules that apply, the College will publish its sub-contracting fees and charges policy and actual end-of-year sub-contracting fees and charges on its website before the start of each Academic Year (*and in the case of actual end of year data, as required by the Education and Skills Funding Agency*).

This will only relate to 'provision sub-contracting' i.e., sub-contracted delivery of full programmes or frameworks / standards. It will not include the delivery of a service as part of the delivery of a programme e.g., buying the delivery of part of an apprenticeship framework / standard or outreach support.

Provision sub-contracting lists will be agreed with local Education and Skills Funding Agency Officials prior to publication.

The College will ensure all actual and potential sub-contractors have sight of this policy once approved by the College Senior Leadership Team.

Percentage Range of Fees

- The proportion of the fees retained is based upon a nil profit margin.
- The standard college management fee is 15% to 20% for all types of provision, depending upon services offered as part of the arrangement.
- The range is calculated based upon the direct costs associated with the operating and quality assuring sub-contracted provision and an appropriate overhead recovery level required for these activities to recoup non-direct costs incurred by the College e.g., resources of Quality, Registry, Student Services, Finance, IT and other curriculum support activities.
- The College does not differentiate between providers regarding fees charged other than for the different types of provision delivered as identified earlier in the policy.
- The support sub-contractors will receive in return for the fees charged includes:
 - Curriculum planning advice.
 - Regular site visits and meetings
 - Training and updates on data protection, funding, finance, HR, health and safety.
 - Teaching and Learning Observations.
 - Quality improvement guidance.
 - Skills updating sessions for delivery staff.
 - Sharing of 'Good Practice'.

Sub-Contracting Fees & Charges Policy

Reference: MC10
Issue No: 4
Approval Date: July 2023
Page 4 of 6

Services Provided and Associated Costs for Management of Subcontracted Provision

Contract value £..... Management fee 20% £.....

Services Provided	Contribution to high quality learning	Associated Costs	Retained Fee%
<p>Managing the Subcontractor (1):</p> <p>Senior managers provide strategic direction and oversight of subcontracted provision.</p> <p>The College provides a Contract Manager to manage the relationship with the subcontractor.</p>	<p>To provide education and skills that enhance the region's economic & social prosperity</p> <p>To ensure compliance with funding rules.</p> <p>To ensure regular communication and timely sharing of information.</p>	£...	6
<p>Managing the Subcontractor (2):</p> <p>The College completes performance meetings and data checks every calendar month.</p>	<p>To monitor progress against targets and identify areas for improvement.</p>	£...	2
<p>Quality Monitoring Activities</p> <p>The College implements a robust programme of quality assurance checks including visits at short or no notice and face-to-face and/or telephone interviews. Checks include whether the learners exist and are eligible and involve direct observation of initial advice and guidance.</p>	<p>To quality assure all provision to ensure high standards of teaching & learning are upheld and to identify areas for improvement.</p>	£...	4
<p>Support Activities (1):</p> <p>The College provides a range of administration support to ensure the timely recording of learner information on the ILR which includes data management, cleansing and validation and financial transactions.</p>	<p>To ensure delivery profiles are met and payments are made in a timely manner.</p>	£...	7
<p>Support Activities (2):</p> <p>Access to available mandatory training and to subcontractor update sessions, as well as inclusion in the Middlesbrough College teaching observation cycle.</p>	<p>To share best practice and provide an opportunity to update on new policy changes.</p> <p>To ensure high standards of teaching and learning are</p>	£...	0.5

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Page 5 of 6

	upheld and to identify areas for improvement.		
Support Activities (3) H&S monitoring/support and ongoing safeguarding and prevent support.	To facilitate high standards of teaching and learning and the safety and well-being of learners.	£...	0.5
Additional Services Additional services may be offered free of charge at the discretion of Middlesbrough College.		0	0
Totals		£.....	20%

Payment Terms

Payment dates within the Academic Year will be negotiated and agreed between the subcontractor and the College with a final balancing payment in the following Academic Year. The subcontractor submits an invoice to the College in line with agreed payment dates. Valid invoices will be paid within 30 days of the invoice date.

If irregularities are found the college will claw back funding as necessary.

Communication

This policy will be reviewed in each summer term and updated as required. It will be published on the College web site during the July prior to the start of the Academic Year in which it will be applied. Potential sub-contractors will be directed to it as the starting point in any relationship.

Data Protection

Subcontractors will be required to warrant that they shall comply with current data protection regulations and all United Kingdom legislation implementing it and shall not cause the College to be in breach of such provisions. Subcontractors will be required to indemnify and keep indemnified the College against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the College arising out of or in connection with this warranty.

Appendix 1 – Subcontracted Delivery 22/23

Insert Table Here (following R14)