
POLICY/PROCEDURE: SUBCONTRACTING POLICY

Approval required by:	Executive Team	Y	Governing Body	Y
Senior Lead:	Executive Director of MIS			
Responsible Manager:	Data Returns & Apps Manager			
Date approved:	May 2026			
Date to be reviewed:	May 2027			

Significant changes to policy

- Subcontractor standard updated to reflect new version published by DfE
 - Quality Monitoring and Compliance section added.
 - Details added to Contract Award and Management section regarding the use of brokers and advanced learner loan subcontracting is not permitted.
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Impact of changes

None

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

This Policy is a mandatory requirement that must be in place prior to participating in any subcontracting activity. The Policy has been written in accordance with the Department for Education (DfE) and the relevant Combined Authority requirements as set out in the current Funding Rules.

This policy is designed to ensure:

- The provision offered by the Subcontractor supports the strategic objectives of the College.
- The College’s vision, purpose and values are upheld by Subcontractor.
- That the College’s subcontracted arrangements are delivered within a robust framework which is transparent and in the best interests of all parties involved.
- That subcontracted provision is fit for purpose and of high quality.
- That the College’s learners receive the best service possible.
- That subcontracted arrangements adhere to relevant Department for Education (DfE) guidelines and funding rules, the South Yorkshire Mayoral Combined Authority (SYMCA) and to the College’s relevant policies, including Equality and Diversity, Safeguarding and Preventing Extremism and Radicalisation.

Subcontractor Definition

The DfE defines a subcontractor as an organisation that is engaged in a contractual and legally binding arrangement with a lead provider to deliver provision ultimately funded by the DfE and/or SYMCA.

What is a Main Provider

A main provider is a training organisation or employer that has a direct contractual relationship with the DfE and/or SYMCA. In the case of this policy, the College is the main (or lead) provider.

What is a Subcontractor

A subcontractor is a separate legal entity that has an agreement with the College to deliver any element of the education and training funded by the DfE and/or SYMCA. SYMCA further outlines that subcontracting may include the recruitment of learners to a programme (learner find services), undertaking initial assessment and Information, Advice and Guidance (IAG), and services bought in which form part of delivery.

Subcontractors may be called partners. However, for DfE/SYMCA purposes, they are classified as subcontractors.

Subcontractor Rationale

The College engages with subcontractors in order to:

- Enhance the opportunities available to learners.
- Fill gaps in niche or expert provision or provide better access to facilities.
- Support better geographical access for learners.
- Support an entry point for disadvantaged groups.
- Support individuals who share protected characteristics, where there might otherwise be gaps.

Provision that meets one or more of the following criteria will be prioritised:

- 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.
- Where the provision meets the needs of residents and employers of Barnsley and immediate regional adjacencies.
- As a result of a collaborative bid where Barnsley College has been named as the lead provider.
- Establishing Strategic Partnerships enabling growth opportunities.

Subcontracting will be reviewed and awarded annually.

Contract Award and Management

The College will only partner with subcontractors (“Partner(s)”) who will work collaboratively to achieve the College’s strategic goals. The College aims to build supportive and mutually rewarding relationships with its Partners, built on trust and respect, for the benefit of local and regional employers and communities. The College recognises it is fully accountable for the delivery of any activity which it subcontracts.

The level of subcontracted provision will be determined as part of the College’s annual business planning and the ongoing review throughout the year. This level may vary necessarily from year to year in the volume of partners, curriculum offer and the value of overall contracts in line with current DfE guidance.

Partnerships will be explored by the Executive Team, where there is an identified benefit to the community or employers.

Proposed contracts of subcontracting arrangements will be presented to Governors for approval as part of the College’s budgeting cycle before contracts are signed.

The College will not enter any subcontracting arrangements for the delivery of Advanced Learner Loans, this includes the engagement of a broker, or any third party, to recruit learners who are considering funding their provision with a loan, on the College's behalf.

The College will only use brokers if it is determined to be in the best interests of the College and learners and is permitted within the relevant funding rules. If a broker is to be used, then approval by the Executive Team is required before any recruitment activities can be started.

Quality Monitoring and Compliance

Subcontracted activity is an important part of the College's provision. The quality of the provision will be monitored and managed through relevant departments existing compliance, assurance and monitoring processes to fully encompass all subcontracted activity.

This policy positions subcontracted provision as a core part of the College's 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 and supporting subcontractors in their development.

Subcontracted provision will only be supported with organisations which can demonstrate the actual achievement of, or the potential to rapidly achieve, good quality teaching and learning and performance (Retention, Achievement and Pass) rates which achieve at or above national averages.

The College ensures that its subcontractors are included in the College's quality systems and are audited and supported by the College to follow this process. Practices follow a planned quality assurance calendar in which actions include spot checks, register compliance, learner voice, lesson observations, and feedback. Regular contract meetings review progress, and monitoring activities, and a current Quality Improvement Plan (QIP) is held and reviewed. The contract will highlight clear guidance on actions to take when quality concerns are raised, and mitigation when internal and external changes may impact upon delivery and outcomes.

The College supports subcontractors to take part in the self-assessment process, including quality improvement plans. It also offers support as required to share good practice through regular quality reviews, observation of teaching, learning and assessment, and learner and employer feedback.

Subcontractors will collect, retain and submit to the College on request all relevant documents and evidence of learner activity. This will be in line with the Data Protection Act 2018 and the UK GDPR.

Due Diligence

The College undertakes robust due diligence to support new and renewing contracts which includes a financial health assessment, safeguarding assessment, health and safety assessment, and an assessment of quality of provision. The College also undertakes a review of relevant policies and procedures, delivery, quality, and performance. This is to mitigate the risk to the College and the contracts they may potentially let.

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 subcontract with brand new companies who are yet to submit their first statutory accounts, unless we are able to thoroughly verify the new company's financial capability.

The College will not award a contract to any organisation 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.
- Its statutory accounts are overdue.

Further investigations of any Partner will be undertaken if any of the following is identified via monitoring or any other means:

- Ofsted has awarded the provider a Grade 3 or 4.
- The Partner is inadvertently funding extremist or terrorist related organisations as directed under the Prevent statutory guidance.
- Sanctions are placed on any Partner by the awarding organisation.
- Non-delivery of training.
- Does not appear on UKRLP.
- Failure to meet the performance criteria detailed within the contract.

Ongoing non-compliance would trigger the penalty clauses included in the contract which could ultimately mean termination of the contract.

The College will communicate the following to its Partners ahead of contract signing:

- The reason for subcontracting.
- The services that the College will provide and the associated costs when doing so, including a list of specific costs for managing the subcontractor, specific costs for quality monitoring activities and specific costs for any other support activities offered by the College.
- How each cost is reasonable and proportionate to delivery of the subcontracted teaching or learning and how each cost contributes to delivering high quality learning.

All proposals for “whole programme subcontracting” for 16-18 funding, as defined by the DfE funding rules will be sent to the DfE for approval prior to the contract commencing. New contracting relationships that meet these criteria will be submitted to the DfE within at least 12 weeks of the commencement of the contract.

The College will not subcontract provision outside of its geographical region unless requested to do so under the terms of a national contract.

Subcontracting Standard

The DfE subcontracting standard is a requirement for all providers who subcontract more than £100,000, which the College has successfully achieved until 31 July 2026 and effectively acts as a licence to subcontract.

The subcontracting standard provides a framework for the oversight and management of public funds, ensuring that these are used to best effect, to maximise the value of those funds to benefit the learner.

The framework will ensure that there is a clear and consistent approach for the contract management of subcontractors by the College and that there are robust assurance review arrangements.

It will assist in mitigating the risk of:

- inadequate (contract) management of subcontractors
- non-compliance with funding rules by subcontractors; and
- fraudulent and incorrect funding claims

Appendix 1 outlines the requirements from the subcontracting standard that the College is required to follow.

Partner Support and Development

The College is committed to developing the partners they work with and will have processes in place that clearly set out how provider development activities will be planned, managed, and governed.

As an exceptional provider the College will work with partners to ensure that all provision is of the highest quality. 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.
- Quality improvement support.
- Access to the range of in-house training delivered by the College.
- Monitoring of initial guidance, assessment, and delivery of learning programs.
- Safeguarding advice, guidance, and support.
- Use college support services such as Enterprise, job search clubs and the Wellbeing Centre.

Partners will collect, retain, and submit to the College on request all relevant documents and evidence of learner activity. This will be in line with Data Protection regulations.

Fees

The College retains a management fee from all subcontracted partner organisations, typically this is 20%. The fees charged reflect the cost of the procurement activities 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.

Fees are set on an individual basis and may vary dependant on the cost incurred for support and management activity required to mitigate the risk level and ensure the quality and success of the subcontracted provision.

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

A breakdown of the normal 20% fee is shown below:

College Activity	% Indicative fee (may vary)	Contribution to high quality training	Explanation of how cost is proportionate to subcontracted training
Quality Monitoring	5%	Provides focus on quality of delivery.	Quality: Including observations supporting tutors with improvement/learner feedback and assessment reviews/learner walks/learner calls.
Subcontractor Management	10%	Provides ongoing compliance with funding rules and regulations with focus on learner progress and success/achievement.	Contract compliance Contracting Contract Reviews Funding reports Performance management Managing Audits Partner review meetings

Support costs	2.5%	Provides quality administrative support for enrolments, data submissions and achievements.	Enrolments/Achievements Monthly reports Management Support
Other – Governance, Funding and data and Finance	2.5%	Ongoing governance and compliance with regulations, submission and audit of ILR returns. Support with audits.	All governance and financial control

The charges outlined above are reviewed each year to determine whether they are reasonable and proportionate. Careful consideration will be given to whether these charges contribute positively to an improvement in the quality of teaching and learning delivered by the subcontractor. Changes will be made if required.

The specific costs are included in the contract issued to each Partner and are discussed as part of the contract management meetings to ensure that the Partner agrees that the costs are reasonable and proportionate and understands how they contribute to delivering high quality learning.

Payment Terms

The exact form and amount paid will clearly vary from contract to contract. However, the following principles 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.
- Payments will not be made in advance of evidence to demonstrate learning activity has been undertaken.
- Subcontractors will only be paid for the actual funding delivered. Any difference between payments on account and actual funding will be subject to clawback.
- Achievement funding will be paid within 30 days of the College receiving the funding amount.
- The College will charge up to 20% 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 main Data Controller. The College acknowledges that the Partner may also be considered a Data Controller, therefore the Partner will need to produce a privacy notice to share with all learners.

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.

Safeguarding

With regards to safeguarding, the Partner and relevant staff are responsible for:

- Agreeing to abide by College's suite of safeguarding and prevent related policies and procedures including any amendments or updates made within the duration of the subcontract.
- Participating in safeguarding training prior to commencing and any additional training requirements as directed by the College.

- Reporting through to the central safeguarding team in the College as per procedure, any safeguarding related cause for concerns, including the actions taken by the Partner to support and safeguard the learner.
- Notifying the central safeguarding team if any learner is currently or has in the past worked with social care, in particular if they are a looked after child, on a child protection or child in need plan. In addition, if an early help assessment is in place to support the learner and wider family.
- Notifying the central safeguarding team if a learner declares a criminal conviction, as per procedure, to allow a risk assessment as appropriate, and a decision around risk management.
- The central safeguarding team and Human Resources department must be notified of relevant LADO and Person in Position of Trust (PiPOT) enquiries, concerns, or referrals.
- Informing the College of any external speakers invited in to speak to learners, completing the necessary paperwork, and in liaison with the College reaching an agreement on inviting the individual/organisation in.

Contract Changes

Any changes in the contract value may be made, with approval from the Vice Principal Partnerships & Growth to the extent that the total contract award for that Partner does not exceed the amount approved by Governors through the budgeting process, or through any subsequent approved amendments. Any proposed increases to contract values above amounts already approved must be approved by the Governors.

Changes in contract values will be submitted to the Governors for approval once approved contract addendums will be put into place and must be signed by both parties.

Contingency Plans

A contingency plan safeguards learners in the event that a Partner withdraws from the arrangement or goes into liquidation or administration. The Colleges contingency plan is outlined in Appendix 2.

Publishing Funding Data

The College will declare all subcontracting activity as required to DfE and/or the relevant Combined Authority.

For all contracts, data regarding the actual level of funding paid and retained for each Partner will be published within 30 days of the academic years ILR closing. Publication requirements for other activity will be made in line with contractual terms.

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.
- Where the College has concerns that the Partners actions conflict with the College values.

EQUALITY AND DIVERSITY

An EqIA is not required for this policy.

LINKED POLICIES AND PROCEDURES

Appendix 1 – Subcontracting Standard

Appendix 2 – Subcontracting Contingency Plan

Appendix 3 - Subcontracting Responsibilities

LOCATION AND ACCESS TO THIS POLICY

This policy is available on the College's intranet.