



Sub- Contracting Policy. 2022-23

Sub-contracting Policy 2022-2023

1. Introduction

1.1 Purpose

The purpose of this document is to give details of the Funding Policy offered by Rochdale Training to sub-contracted providers. This policy should be read in conjunction with other Rochdale Training policies and procedures and the sub-contracting contract. The Policy applies to all supply chain activity supported with funds supplied by the Education and Skills Funding Agency or any successor organisations.

1.2 Publication

The Policy will be communicated to all sub-contracted providers prior to the sub-contracting contract becoming operational. This policy will be revised annually in July as required by the ESFA Funding Rules. The policy will be accessible on Rochdale Training's website no later than the 31st October annually.

1.3 Responsibility

Responsibility lies with the Senior Management Team to ensure that the Policy is reviewed annually and is adhered to.

1.4 Rationale

Rochdale Training is committed to delivery high quality training to meet the skills needs of employers and learners within Greater Manchester and surrounding areas in the Northwest.

On occasion, to meet the needs of our employers, we will consider individual employer requests to sub-contract a particular programme to meet their organisation's training needs. This will enhance learner opportunities and will strengthen our existing curriculum offer.

1.5 Due Diligence

Rochdale Training undertakes due diligence on all sub-contractors before final negotiations take place and a contract is issued to ensure we meet the ESFA funding rules. We will review:

- Most recent Ofsted Report
- Relevant Policies and Procedures including Equality & Diversity, Safeguarding and Prevent
- Most recent Financial Accounts
- Most recent Self-Assessment Report
- DBS confirmation of the relevant staff

1.6 Contracting

Contract documents will require both parties to agree that the achievements 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.

We 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.

A contract will only be issued after a successful outcome of due diligence.

All sub-contractors must work in accordance with safeguarding policies and procedure and ensure delivery staff are suitable to work with children and/or vulnerable adults.

1.7 We will not award a contract to a legal entity if:

- It has an above average risk warning from a credit agency.
- It has passed a resolution (or the court has made an order) to wind up or liquidate the company, or administrators have been appointed, or
- Its statutory accounts are overdue.

Disclaimer: Rochdale Training reserves the right to amend its sub-contracting arrangements at any time in accordance with the terms and conditions contained in its standard contract for sub-contracted provision.

2. Fees

Standard Fees

The standard income split is usually for Rochdale Training to retain no more than 20% of the income relating to sub-contracted provision. The exact percentage will be confirmed in the sub-contracting contract and is on an individual contract basis.

This percentage of the income will cover Rochdale Training's costs relating to quality assurance, data management, contract oversight, contract monitoring, administrative tasks, etc.

The sub-contractor will pay all costs associated with the delivering of the programme including exam fees, end point assessment costs including any resits and skills competitions, if required.

Standard Fee Plus Additional Support

Should the sub-contractor require additional support by Rochdale Training, dependent upon the circumstances, an additional amount will be retained by Rochdale Training. The exact amount will be discussed and agreed by both parties. An example of a sub-contractor requiring additional support could be a poor audit outcome and issues have been raised.

Payment Terms

Our standard payment term is 30 days from invoice date, subject to satisfactory validation checks.

3. Quality of Provision

Sub-contracted activity is part of Rochdale Training's provision and as such, the quality of provision will be monitored and managed through the existing Quality Assurance processes and procedures which encompass all sub-contracted activity fully.

Rochdale Training will support sub-contracted provision by:

- Providing appropriate and well-experienced business support staff.
- Communicating regularly with Partners.
- Plan and carry out at least bi-annually Performance Reviews to monitor achievement and progression rates.
- Carrying out internal audit provision.
- Providing Education Skills Funding Agency update workshops, as required.

- Carrying out announced and unannounced visits to monitor IAG and Initial Assessment teaching, learning and assessment and appropriate use of ESFA funds.
- Providing update training on Equality & Diversity and Safeguarding/Prevent and sharing best practice, including teaching, learning and assessment workshops, as required.
- Collating, in partnership with sub-contracted provision feedback from learners and employers.
- Administering the programme payment schedule as agreed.

Investigations of a sub-contractor will take place if the provider has been involved in any of the following and a Performance Improvement Notice (PIN) can be issued:

- Non-delivery of training
- Negative feedback, allegations or complaints received from learners, parents/carers, or employers
- Ofsted has awarded the provider an overall Grade 3 or 4 following inspection
- Failure to meet any performance criteria as detailed in the sub-contractor contract
- Sanctions are placed on the provider by an Awarding Body, relating to the delivery area(s) set out in the sub-contractor contract
- The provider is removed from the Register of Approved Training Providers
- Any financial irregularities arises and/or intervention from the ESFA relating to financial performance

Should Rochdale Training terminate a sub-contracting contract, we will work with the provider, learners, and employers to minimise the impact to them

4. Disclaimer

Rochdale Training reserves the right to amend its subcontracting arrangements at any time in accordance with the requirements of funding rules and regulations.

Next Review: July 2023 and then annually thereafter