**Springboard Sunderland Trust**

**Management**

**Contract Management Plan**



|  |  |
| --- | --- |
| **EMP36 - Contract Management Plan** | |
| Category: | Management |
| Responsible Person: | Janine Doughty |
| Accountable Person: | Lisa Gregory |
| Date of First Issue: | November 2015 |
| Next Review Date: | 06/07/2024 |

# Document Control

This is a controlled document. Whilst this document may be printed, the electronic version posted on the Springboard SharePoint intranet is the controlled copy. Any printed copies of this document are not controlled. This document should not be saved onto local or network drives but should always be accessed from SharePoint.

# Subcontracting - Contract Management Plan

### Section 1

1.1 Purpose of the Contract Management Plan

1.2 Contract Management - Roles and responsibilities

### Section 2

2.1 Contract Transition

2.2 Contract due diligence process

2.3 Due Diligence procurement

### Section 3

3.1 Audit & Data Compliance

3.2 Contract compliance

3.3 Contract Fees & Fees

3.4 Funding rules compliance/Management Fee

3.5 Policies

3.6 Communication Strategies

### Section 4

4.1 Contract Quality Assurance process

### Section 5

5 Contract, Termination and dispute resolution

**SECTION 1**

### 1.1 Purpose of the contract management plan

The purpose of this plan is to outline the expectations the Training Provider has when entering into a subcontract agreement for the whole life of the contract. Ensuring all partners meet the exacting standards set out in this guide. Any subcontracted provision should ensure a high-quality learner experience, delivering outstanding teaching, learning and assessment, stretching and challenging learners to succeed and progress onto higher learning or employment.

**Excellence through Learning**

Springboard Sunderland Trust is committed to driving forward educational success in further education. We are extremely passionate about raising the aspirations, knowledge and skills of individuals, communities and businesses. Excellence through learning is at the heart of what the Training Provider does. Excellence is what we do and is what we support others to attain. Springboard Sunderland Trust will enable the highest levels of learner achievement, career aspirations and life fulfilment, through learning that will stretch and challenge. Excellence is what customers, businesses and other organisations can expect from Springboard with high expectations upon them to meet the highest standards through working with the Training Provider.

**The Training Provider's aims and objectives are to:**

* Create outstanding learner achievement in all areas.• Transform life chances and employment prospects for all.
* Build community and prosperity within the Northeast
* Boost productivity, innovation and agility of businesses and organisations

**1.2 Contract management - Roles & Responsibilities**

|  |  |  |
| --- | --- | --- |
| **Role** | **Area of responsibility** | **Specific responsibilities in relation to subcontracting** |
| Board of Trustees | Responsibility for the overall Training Provider | Approval of Subcontractors Strategic relationships |
| Chief Executive Officer | Overall responsibility for the Training Provider | Approval of Subcontractors Strategic relationships |
| Head of Finance | Finance | Oversight of finance, budgets Accounts and payments |
| Head of Training | Responsible for all aspects of delivery across the organisation | Observation of teaching, learning assessment and learner experience |
| Head of Performance | Overall performance of Training Providers contracts | Overall performance of the Training Provider provision including overall Contract Management of subcontractors |
| Quality Assurance Lead | Responsible for the overall quality of curriculum delivery, teaching and learning and assessment. | Observation of teaching and learning  Supporting the development and improvement of teaching, learning and assessment |
| Senior Data Officer | 16-19 Provision | Enrolment / eligibility compliance checks, Audit compliance |
| Subcontract Support Officer | 16-19 Provision | Support of subcontractors and senior staff |

**SECTION 2**

### 2.1 Selecting a Subcontractor

The Training Provider recognises that delivering Subcontractor provision can play an important role in providing a broad and flexible mix of provision for learners, employers, and the wider community. Subcontractors can benefit the Training Provider by accessing learners in different settings and communities who may not normally attend provision at an FE Training Provider. They can also provide clear progression routes into Training Provider provision and provide learners with a stepping-stone qualification.

The key principles of selecting a new Subcontractor are whether they fit with the aims and goals of the Training Provider in relation to at least one or more of the following:

* Enhancing the opportunities available to learners (including attracting learners who would not normally attend Training Provider)
* Fill gaps in niche or expert provision or provide better access to training facilities.
* The added value the subcontractor will bring to the Training Provider, enabling the
  + Training Provider to capacity build in specialist sectors
  + 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

To approve the selection of a new subcontractor, the Training Provider will review:

* The quality of provision from delivery Subcontractors and their ability to achieve quality outcomes.
* Past performance of delivery Subcontractors and a track record of success• The sound financial health of delivery Subcontractors.
* Compliance to Government and funding agency targets, priorities, and regulations. (Currently Subcontractors may not further sub-contract provision. This is referred to as **2nd Tier Sub Contracting**, which the Training Provider will not enter into)

### 2.2 Contract Due Diligence

To comply with the Education and Skills Funding Agency funding rules, the Training Provider will need to be reassured that Subcontractors satisfy the following key elements:

* The Training Provider is able to ensure that learners are enrolled (or rejected if applicable) on appropriate programmes in the name of the Training Provider not the Subcontractor(s)
* The Training Provider is satisfied (through a direct observation where possible) that the quality of provision is of the highest standard
* The Training Provider has measures in place to ensure it is not funding higher risk organisations or organisations involved in extremist activities
* The provider has the capability and capacity to deliver in line with 16-19 ESFA funding guidance• There is a learner enrolment form, 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, and any learning support to be provided
* A learning programme and its means of delivery have been clearly specified by the Training Provider
* There are arrangements for assessing the progress of individual learners
* Adequate measures are in place to ensure the health and safety of learners
* Procedures exist for the Training Provider to regularly monitor the quality and delivery of programmes

If 16-19 provision ensure Whole Programme Subcontracting approval sought from the ESFA in advance of contracting. The Training Provider ensures it remains below the 25% threshold for subcontracting per funding model.

Other Independent sources of information about potential providers include:

* Ofsted inspection reports
* UKPRN
* Companies House

### 2.3 Selecting a Subcontractor/Due Diligence

**Complete Due Diligence**

The Due Diligence questionnaire will be reviewed by the Head of Performance, Head of Training and Head of Finance who will decide whether to issue contracts.

**SECTION 3**

### 3.1 Audit & Data compliance

A key element of the audit trail is the process undertaken to subcontract with a new Subcontractor.To this end the following evidence is required:

* Details of sub-contract, which includes:
  + What is the nature of the provision and the contractual relationship
  + Data sharing protocols
  + Ensuring the Training Provider, the appointed auditors and the Education Skills Funding Agency have access to all information
* What is the rationale behind the Training Provider’s decision to appoint a sub- contractor The ESFA have the right to audit all documentation in relation to the subcontracted provision. A satisfactory audit is essential to avoid loss of funding through claw back or termination of contracts.

The Training Provider’s audit principles include:

* Rigorous compliance testing on all paperwork from Subcontractors at start and end of programme
* PDSATS will be used to test integrity of data submitted by the Subcontractor
* Funding monitoring reports will be used to verify compliance

Controls to ensure no double funding include:

* Personal Learner Record checks/Regular PDSATS testing
* The Senior Data Officer will undertake the audit compliance and funding checks required throughout the life of the contract and at key ILR submission dates.

### 3.2 Contract Compliance

**16-19 Provision:**

All subcontractor contracts will be held centrally in SharePoint.

All subcontracts will need to ensure that they:

* Meet the agreed educational needs
* Programme aims are achievable and affordable
* Address the desired outcome(s) of the subcontract, the possible alternatives, including existing contracts, the risks including the extent and where they may fall
* Identify any contingent needs and ramifications of proceeding
* Meet the Data Protection Laws to maintain the security of processing and storing data& follow the requirements of the relevant funding rules.

Head of performance will ensure all contracts are monitored regularly throughout the whole life of the contract.

### 3.3 Contract Fees & payment

As part of the Training Provider’s funding agreement with the Agency, the Training Provider is required to submit details of sub-contracting arrangements by submitting and returning the ‘Subcontractor Declaration’ on the Skills Funding Service website.

All Subcontractors will have a standard profile of payments throughout the term of the contract, these will be checked against earnings each month to ensure payments don’t exceed earnings less retention and contract support.  Subcontractors are notified if any capping is applied to monthly payments.

### 3.4 Funding rules compliance/Management Fee

The training provider reserves the right to take appropriate action in line with the subcontractor funding rules, not only if we deem it is necessary, but also where ESFA requires us to take appropriate action.

Management fees will be set according to the level of risk associated with the Subcontractor.

**Management fees cover the costs of the below for 22/23:**

The management fee charged by The Training Provider is linked directly to the costs for effectively identifying, selecting and managing all subcontracted provision. This includes the expected amount of auditing, monitoring contractual performance and compliance, and will ensure quality assurance criteria are met. Factors that influence the management fee charged include, but are not limited to: The type of provision / experience in the delivery to be contracted.

* Historical quality performance
* Previous contract delivery
* Experience of the provider / outcomes of external Quality Assurance eg Ofsted

All the above impact on the amount of support and development needed and the frequency of visits / support. The retained funding of 15% is costed by The Training Provider and ensures delivery of high-quality learning. The exact mix of support will vary depending on the needs of each individual Subcontractor, but all can expect to benefit from the following list of activities:

Dedicated Contract Manager (4%)

* Provider engagement and annual contracting
* Contract agreement and preparation
* Financial health checks to ensure learners are not disadvantaged through lack of funds.
* Ensuring the quality of delivery meets expectations and supports continuous improvement of the provision

MIS, Audit and ILR services (7%):

* Compliance meetings when required
* Enrolment processing
* Data query and resolution
* Subcontracting reporting
* Double funding flags
* Bursary support and administration of learner and placement provider surveys and focus groups
* • Analysis and report sharing
* • Action planning and support improvement

Quality assurance and development services (4%):

* Visits and interventions to monitor the quality of education, with observations of teaching and learning, sampling and feedback, leading to development and support plans to make improvements where required.
* Training from The Training Provider in: Safeguarding, Wellbeing and Compliance where required
* Sharing of Policies and Procedures where appropriate
* Sharing of learning resources, newsletters, equipment where appropriate

Management fees will be deducted at source and The Training Provider will make monthly payments to providers based on the current submission of data and supporting evidence to validate learning delivery in line with the payment schedule agreed. All funding claims must comply with the current Education Skills Funding Agency Funding Rules and the terms of the agreement between The Training Provider and the delivery partner (subcontractor). Where funding claims cannot be substantiated, The Training Provider will adjust or reclaim any funds from the sub-contractor, and where required make an appropriate repayment to the Education Skills Funding Agency.

### 3.5 Policies/Strategies

Subcontractors will be asked to supply a copy of their policies/strategies as listed in the due diligence form. These will be checked by qualified staff within the organisation to ensure current and up to date. This will include but not limited to, Health and Safety, Equality & Diversity, English and math strategy.

Subcontracting partners need to ensure they are up-to-date with and have read Keeping Children Safe in Education where 16-19 learners are studying with them. As well as ensuring learners have information about and access to 16-19 Bursary and other student support funding, information, advice and guidance and access to learning support if required.

### 3.6 Communication Strategy

The main principles of communicating with Subcontractors are:

* Subcontractor provides a named contact to the Training Provider
* Records of e-mails, correspondence retained
* Data provided on request/or as and when required for audit monitoring/funding reporting purposes.

**Section 4**

### 4.1 Contract Quality Assurance Process

**Quality assurance framework**

The framework is used to monitor quality of provision and delivery, including scheme of learning, learner voice, lesson visits and reviews.

**SAR/QIP**

The Training Provider Self-Assessment Report and Quality Improvement plans identify areas for improvement with both non-subcontracting and subcontracting provision.

**Lesson Visits**

Lesson visits for subcontracting provision covers both announced, arranged lesson visits of teaching, learning and assessment along with unannounced lesson visits. The template is the same form used across the Training Provider for non-subcontracted provision in accordance with the training provider’s teaching and learning strategy.

**Section 5**

### 5.1 Termination of sub-contracting provision & managing disputes

**5.1.1 Disputes and problem resolution**

Provision for resolving disputes is contained within the contract. This sets out how disputes will be resolved and the escalation procedures followed.

**5.1.2 Termination:**

Provision for termination of a contract is contained within the contract

**5.1.3 Continuity of contract and delivery**

The Training Provider will undertake all reasonable steps to ensure the viability and continuation of any contractual arrangements with sub-contractors’ provision. Due diligence undertaken is robust enough to ensure the risk of failure of a sub-contractor’s ability to deliver under its original contract terms is low and mitigated as far as possible through regular quality audits, annual financial review and regular contact with the account manager. In the unlikely event of a subcontractor failing to deliver the Training Provider will either pick up delivery through its own means or facilitate transfer to another provider.

**5.1.4 Contractual changes**

All contract variations during the whole lifespan of the contract will only be authorised by the CEO or delegated authority. Copies of signed contract variation agreements will be kept on file in SharePoint.

**5.1.5 Whole life oversight**

The definition of whole life / whole programme oversight is deemed to include all aspects of a learners programme as detailed in their enrolment/learning agreement.