



Croydon
College



COULSDON
SIXTH FORM COLLEGE



Croydon
University
Centre

CONTINGENCY PLAN FOR SUBCONTRACTOR FAILURE
Approved by: Executive Group
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Strategy/Policy Responsibility: Vice Principal Finance and Resources
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Contingency Plan for Subcontractor Failure

1 BACKGROUND

- 1.1 In the event of an educational Subcontractor failure, Croydon College is committed to the continuation of education of the learners enrolled on subcontracted provision affected by such an event. This is why the College has pre-emptive measures in place to mitigate the risk, as well as a contingency plan to address such an event effectively.
- 1.2 The present contingency plan is to be used in any of the following events:
 - a) The College needs to withdraw from a subcontract arrangement
 - b) A delivery Subcontractor withdraws from the arrangement
 - c) A delivery Subcontractor goes into liquidation or administration
- 1.3 The purpose of this plan is to make students and other relevant stakeholders aware of the measures that the College has taken to mitigate risks and what it would do to support students to continue with the studies in the event of a Subcontractor ceasing to deliver the provision.
- 1.4 This plan is published in line with ESFA requirements stated in the current Subcontracting funding rules for ESFA funded post-16 funding (excluding apprenticeships) , and will be further adjusted in line with any further versions of the ESFA funding rules published particularly but not limited to on: <https://www.gov.uk/government/publications/subcontracting-funding-rules-for-esfa-funded-post-16-funding-excluding-apprenticeships> and in line with any other ESFA rules on Subcontracting, including the Subcontracting Standard.

2 DISCLAIMER

- 2.1 The College reserves the right to amend its subcontracting arrangements at any time in accordance with the terms and conditions contained in its standard contract for subcontracted provision.

3 PRE-EMPTIVE MEASURES TO MITIGATE RISK

3.1 Tendering and pre-award stage

- 3.1.1 At tender drafting stage, the College involves staff with relevant knowledge and experience to participate in drafting the tender requirements and assessment criteria, to ensure that the requirements of the tender ensure a robust assessment of tender applications. This typically involves input by both a relevant senior postholder and the intended contract manager who would be responsible for day-to-day management of the contract when awarded.
- 3.1.2 Equally, tender applications for educational subcontracts are assessed by staff with relevant knowledge and experience of both the services subcontracted for and of procurement requirements applicable.

3.2 Delivery requirements

In terms of subcontracted provision delivery requirements, the College ensures that:

- 3.2.1 The distance of a subcontract is within reasonable travel of the College and delivery to learners further afield is appropriately risk-managed. The tender documentation requires the Subcontractor to provide a risk management plan for delivering to learners with home addresses further than 50 miles away from the College address. Whilst the tender requirements do not specify the criteria for the Subcontractor's address, the tender does require the Subcontractor address to be reasonable for the delivery.
- 3.2.2 Approval of any delivery of subcontracted provision to learners with home postcodes outside the 50-mile radius is subject to the College carrying out a risk assessment, as a result of which the College may either plan contingency measures against the hazards or decide not to approve the delivery.
- 3.2.3 The subjects being delivered by Subcontractors match the expertise of the College's existing teaching staff.
- 3.2.4 The awarding bodies the Subcontracts are using are similar to those of awarding bodies used by the College.

3.3 Contract clauses

The College's standard contract used for Subcontracting provision also has clauses to mitigate risk associated with contract termination:

- 3.3.1 The Subcontractor is required to have a Business Continuity Plan in place and provide updates to the College.
- 3.3.2 The Subcontractor is required to work with the College in good faith to conclude any outstanding administrative, audit or other Learner requirements that may exist prior to the commencement of the following Academic Year to ensure Learners are able to continue with or start new Programmes with the College, the Subcontractor or any other third party.

3.4 Contract management

- 3.4.1 Once the contract for educational subcontracting is awarded, the contract is managed by a dedicated contract manager, who oversees and co-ordinates the contract management activities by all parties in accordance with the College's Contract Management Plan.
- 3.4.2 Contract delivery is monitored through several mechanisms that include regular meetings and regular evidence and delivery checks, and enable a timely identification of issues and consequent intervention.

4 CONTINGENCY PLAN FOR SUBCONTRACTOR FAILURE

4.1 General principles

In the event of subcontracted provision being terminated for any of the reasons outlined in section 1.2, the College will, where possible, endeavour to work with the Subcontractor to effect a phased manner enabling the teach-out of existing learners by the current Subcontractor. However, the College recognises that events may occur when the Subcontractor goes bankrupt suddenly or other circumstances bring about a sudden end of subcontracting arrangements, and that in such cases a collaborative gradual phase-out may not be possible and swift remedial action may have to be undertaken solely by the College.

In the event of subcontracted provision being terminated, action will be undertaken in accordance with the table below. The table below covers a generic worst-case scenario where action has to be undertaken solely by the College without any input by the current Subcontractor. In individual cases, actions will be adjusted depending on individual circumstances of each case.

4.2 Contingency Plan

No	Item	Details of action	Lead
1.1	Communication (customers affected)	<p>The College to provide timely updates to:</p> <ul style="list-style-type: none"> a. Students b. Employers if relevant c. Other relevant stakeholders affected by the programme delivery 	VPFR
1.2	Communication (management information)	<p>The VPTSH to report regularly to:</p> <ul style="list-style-type: none"> a. Exec - New reporting template on the transition to be introduced as relevant b. Governing Body – Both regarding the transition progress and as part of the risk register reporting c. Funding bodies (e.g. ESFA or GLA - both in general terms and to share specific reporting documentation outlined in a. and b. above) 	VPFR
1.3	Communication (customer relations)	<p>The College to appoint a dedicated Student communication manager, whose responsibility will be to ensure frequent and effective communication with students affected, to minimise disruption of their learning experience, respond to any queries or complaints arising, and provide assurance that students will not be adversely affected by the transition and will be able to complete their studies with Croydon College or another suitable alternative provider.</p>	VPFR
2.	Delivery (alternative provider identified)	<p>The College identifies a suitable alternative provider to take over the delivery, which would be either the College or another Subcontractor to the College.</p> <p>In the unlikely event of students not being able to complete their programme of study on Croydon College provision (direct or subcontracted) during any teach out period, the College would employ measures to facilitate student transfer to other providers to complete their studies.</p>	VPFR
3.1	Resources (delivery)	<p>The College either:</p> <ul style="list-style-type: none"> a. Redeploys existing staff or recruits new staff and issues contracts of employment (if the delivery is to be taken over by the College) 	VPFR

		<p>Or</p> <p>b. Carries out due diligence and issues a contract to a new Subcontractor (if the delivery is to be taken over by another Subcontractor). To ensure a speedy process whilst ensuring compliance, the College may, for example, use information from any relevant previous tenders that are recent enough to provide satisfactory assurances of an alternative Subcontractor.</p>	
3.2	Resources (learning systems)	<p>On the assumption that the College's current Subcontracting is delivered as on-line distance learning, the remedial action will be to transfer learners onto a new learning platform, i.e.:</p> <p>a. The College to transfer learners onto its online learning platform (for delivery by College)</p> <p>Or</p> <p>b. The College to support the new Subcontractor with the process of transferring learners onto their online platform</p> <p>For other types of Subcontracted provision, relevant alternative arrangements will apply to ensure that learners have prompt access to new learning materials.</p>	VPFR
4	Certification	<p>a. The College to transfer learner registrations with the awarding body under the College centre number (for delivery by College)</p> <p>Or</p> <p>b. The College to support the new Subcontractor with the process of transferring learner certification registrations onto the Subcontractor's centre number</p>	VPEQ
5	Data Protection	The College to ensure that any student personal data held by the outgoing Subcontractor will be transferred, archived	Croydon College Data

		and/or destroyed as relevant in accordance with current GDPR legislation.	Protection Officer
6	Monitoring and control	The VPTSH to introduce and extra level of scrutiny, both for the transition phase and to oversee the new delivery once started. This could include, for example: <ul style="list-style-type: none"> a. Regular and frequent review meetings with the delivery manager and team b. The appointment of dedicated intervention manager to resolve swiftly any issues emerging 	VPFR

4.3 Plan review

- 4.3.1 This plan will be reviewed at least annually and in addition in-year as needed to reflect any changes in ESFA funding rules.
- 4.3.2 Any changes to this plan that are required mid-contract will be discussed with Subcontractors.

4.4 Plan publication

- 4.4.1 This plan will be published on the College's external website in the Financial subsection of the Policies and Procedures section on <https://croydon.ac.uk/the-college/policies-and-procedures/>.