

## Centre Subcontracting Policy

### Policy overview

This document sets out YMCA Awards' requirements for centres that intend to establish a subcontracting arrangement with a third party for any part of the delivery, including assessment, of YMCA Awards qualifications, according to the definition given in section 1 below. The structure of this document is as follows:

1. Definition of subcontracting
2. Requirements for centres
3. International centres
4. Centre Approval
5. The Centre Agreement
6. External quality assurance and Sanctions
7. Malpractice and Maladministration
8. Review arrangements
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### 1. Definition of subcontracting

For the purposes of this document and the requirements YMCA Awards places on approved centres regarding subcontracting, the following definitions apply;

'Subcontractors' include individuals or organisations which:

- Are not directly contracted to YMCA Awards to deliver the functions they deliver for the centre
- Are not part of the centre's workforce (the definition of 'workforce' includes staff employed on a fixed term basis)
- Are autonomous, i.e. not part of the structure of the centre, even if they are owned by the same parent company
- Carry out, on behalf of an approved centre, any part of the development, delivery or award of YMCA Awards qualifications, for which the centre is approved.

For example, these **may include**:

- Where the approved centre does not have the necessary equipment to deliver a practical assessment and subcontracts the delivery of this assessment to another party
- Where the approved centre subcontracts to another party the delivery of an assessment because the centre does not have sufficient in-house expertise for that assessment

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- Where the delivery of the qualifications is conducted by numerous bodies which are responsible to the centre, rather than to YMCA Awards.

‘Subcontractors’ does **not include**:

- Where the approved centre temporarily contracts with an individual for the delivery or quality assurance of an assessment, and YMCA Awards have approved that individual for that purpose as part of our centre or qualification approval process
- Approved centre satellite sites which are a part of the structure of the centre
- Individuals with which YMCA Awards contract directly, that are not linked to any of our approved centres
- Subcontracting arrangements that are not for the purposes of development, delivery or award of YMCA Awards qualifications
- An internal quality assurer (IQA) contracted to the approved centre, where the IQA is effectively temporarily part of the centre’s workforce, and YMCA Awards have approved that individual to conduct that role as part of our centre or qualification approval process
- Where an approved centre has multiple sites, such as college campuses
- Where an approved centre subcontracts part of its operations that are not linked to its functions as a YMCA Awards approved centre.

## 2. Requirements for centres

Approved centres that wish to enter into a subcontracting arrangement with a third party, according to the definitions listed above, **must seek written approval from YMCA Awards before permitting a third party** (for example training providers or satellite centres) **to deliver any part of a YMCA Awards qualification, including assessments.**

Centres seeking approval to become a YMCA Awards approved centre that wish to make use of a third party to deliver any part of a YMCA Awards qualification, must declare this in the approval application. More information regarding the approval process is provided below.

As part of YMCA Awards’ review of a centre’s request for approval to permit a third party to deliver any part of a YMCA Awards qualification the following requirements must be met:

- the centre must demonstrate to YMCA Awards that the third party involved with the delivery and assessment of the qualification on its behalf has appropriate capacity and capability
- the centre must demonstrate that it takes responsibility for monitoring whether the third party involved with the delivery and assessment of the qualification on its behalf has ongoing appropriate capacity and capability, and that the centre has processes and procedures in place that enable it monitor the third party in line with YMCA Awards policies, procedures and written guidance

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- the centre has processes and procedures in place that enable it to take action regarding the third party in line with YMCA Awards policies, procedures and written guidance (including in situations where the activities of the third party represent a breach of adherence to any YMCA Awards policy, procedure or guidance)
- the centre must evidence that the agreements that it has in place with the third party enable YMCA Awards to make direct contact with the subcontractor, including during the centre approval process.

Before agreeing to a centre's request that a third party should be involved with the delivery of any part of a qualification, we will need to assure ourselves that the involvement of the third party will not put at risk the centre's ability to comply with the YMCA Awards Centre Agreement or our ability to comply with the regulatory Conditions of Recognition; the approach that we take therefore in reviewing a request for use of a third party and agreeing to such arrangements will involve asking detailed questions of the centre and requests to see written agreements between the centre and third party.

YMCA Awards will not agree to a centre entering into a subcontracting arrangement for the delivery of any part of a YMCA Awards qualification until we are satisfied that all of the conditions listed above have been met and the centre has agreed in writing to any additional, specific requirements relating to the centre's use of a third party.

The following is a list of suggested processes and activities that a centre should include in its arrangements with subcontractors, where relevant to the form of subcontracting. This is not an exhaustive list and each centre making use of a third party must make sure it can demonstrate that the arrangements meet YMCA Awards' requirements as laid out throughout this document and in related documents referenced in this and subsequent sections. In each case, the written arrangements should state *how* the activities will be carried out.

- The centre actively works with the subcontractor to review, and improve where necessary, the quality of the teaching and learning the subcontractor delivers.
- The centre undertakes observations on all aspects of teaching and learning including information, advice and guidance, progress reviews and assessment (as appropriate to the third party's role).
- The centre provides timely and meaningful feedback to the subcontractor on their provision and that observations regarding both the subcontractor and third party are incorporated into the centre's standardisation process, in order that improvement actions impact both centre and subcontractor quality.
- The centre has mechanisms in place to gather feedback from learners affected by the subcontracting arrangements (for example where the third party is involved in direct delivery or assessment).
- The centre supports the subcontractor to maintain and review effective policies and procedures that enable the centre to adhere to YMCA Awards policies, procedures and written guidance.

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- The centre supports the subcontractor to develop effective self-assessment activity and reporting which can be incorporated into the centre's own self-assessment and quality improvement planning.
- The centre ensures that delivery or assessment venues provided by the subcontractor meet the requirements set out by YMCA Awards (for example, in the relevant qualification specification) and that buildings, facilities and equipment comply with the appropriate health and safety and access legislation.

### 3. International centres

Centres that are based **outside** England, Northern Ireland, Scotland and Wales are **not** permitted to subcontract any part of the delivery, assessment or quality assurance of YMCA Awards qualifications to a separate organisation. Centres based in England, Northern Ireland, Scotland or Wales that have been permitted to enter into subcontracting arrangements by YMCA Awards, will only be able to operate subcontracting arrangements for sites in England, Northern Ireland, Scotland or Wales; i.e. centre subcontracting is not accepted with respect to international sites/locations.

### 4. Centre Approval

In a centre's submission of an application to become a YMCA Awards approved centre, any intended subcontracting must be declared. During the centre approval review process we will examine the arrangements the centre has in place with the subcontractor as outlined in section 2 above. The points at which the arrangements for subcontracting, will be discussed and reviewed, include:

- In email and telephone communication between YMCA Awards and the centre applying for approval prior to submission of an application and on receipt of application
- During the external quality assurance evaluation
- During our review of staffing and physical resources; to establish whether staff and venues are employed/operated by the centre or the subcontractor
- In setting any requirements for the centre to meet **prior** to approval
- In setting any conditions of approval for the centre
- In the letter YMCA Awards issues to the centre which provides the outcome of the approval application.

By submitting an application for approval which includes an intention to use a third party for any part of the delivery, including assessment and internal quality assurance, of a YMCA Awards qualifications, the centre must provide the contact information of the third party and appropriate permissions for direct contact between YMCA Awards and the third party.

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Where YMCA Awards approves a centre to make use of subcontracting arrangements, YMCA Awards accepts no liability for failings in the centre's due diligence checks with regard to the third party which may emerge at any point in the relationship between the third party and the centre; at all times the approved centre is responsible for the arrangements with third parties and must ensure it (as the approved centre) maintains compliant with YMCA Awards Centre Agreement, Terms and Conditions, Policies, procedures and associated written guidance.

## 5. The Centre Agreement

Prior to approval as a YMCA Awards centre, centres must sign the Centre Agreement. To continue to offer YMCA Awards qualifications centres must maintain compliant with the terms of the Centre Agreement and sign and return any subsequent versions of the Centre Agreement.

The YMCA Awards Centre Agreement sets out the following specific clauses regarding centre subcontracting;

In consideration of the grant of the right to deliver YMCA Awards qualifications the Centre hereby agrees that it shall:

2.03 Seek written approval from YMCA Awards before permitting a third party (for example training providers or satellite centres) to deliver any part of a YMCA Awards qualification, including assessments.

2.04 Have arrangements with subcontractors only when approved to do so, in writing, by YMCA Awards and only for delivery and assessment sites in England, Northern Ireland, Scotland or Wales.

2.05 Have appropriate arrangements and agreements in place with any third parties who provide goods or services which contribute to the delivery and / or assessment of approved qualifications.

2.06 Have appropriate and effective systems and records for the management of all subcontracted services, where subcontracting is in place, and ensure that all policies and requirements stipulated by YMCA Awards are applied to any satellite sites affiliated to the Centre, for example, remote assessment sites or delivery sites.

2.07 Ensure it has effective communications systems in place with third parties and subcontractors to keep them up to date with the requirements of YMCA Awards and the regulatory authorities and ensure these apply to those third parties and sub-contractors where relevant.

2.15 Provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite Centres or any other resource required by YMCA Awards and / or the regulatory authorities during an investigation of Centre malpractice or maladministration.

6.04 Agree to comply – and ensure compliance at its satellite Centres / third parties - with current and any additional requirements from YMCA Awards as updated and



amended from time to time and as outlined in our policies, qualification specifications and Centre guidance materials.

6.05 Agree to take all reasonable steps – both at the Centre and its satellite sites / third parties - to help ensure that YMCA Awards is able to comply with the regulatory requirements placed on it.

The Centre Agreement also contains a further clause which relates to a centre's obligation to notify YMCA Awards in situations where there is intention to commence working with a third party that has not been previously declared in the approval application process;

6.22 [the Centre hereby agrees that it shall] promptly inform YMCA Awards of any material changes to the information provided in the Centre approval application. If you fail to do so, YMCA Awards reserve the right to terminate your approval by written notice to you, effective from the date stated in that notice.

In summary, on signing the Centre Agreement, a centre undertakes to notify YMCA Awards if it intends to enter into a subcontracting arrangement and to ensure that it is able to maintain compliance with our requirements if a subcontracting arrangement is established (subject to our approval of that arrangement).

## 6. External quality assurance and Sanctions

As the YMCA Awards External Quality Assurance Strategy sets out, we operate a risk-based approach to how we monitor our centres and carry out external quality assurance. This document is available on our [website](#).

Centres are assigned a risk rating of low, medium or high upon approval as a YMCA Awards approved centre and this rating is kept under review throughout the time that the centre delivers YMCA Awards qualifications. In the Strategy, we recognize that in some situations, a high-risk status may be assigned for reasons beyond the centre's control such as geographical location or learner needs; in these cases, the risk rating enables us to manage the risks through additional support and intervention within the external quality assurance framework.

The process of risk rating centres enables YMCA Awards to take a proportionate approach to centre monitoring and controls. Centres that have been assigned a medium or high risk status can expect to be subject to closer monitoring by YMCA Awards, through increased sampling and/or visits (including unannounced assessment observations) over and above the minimum standard outlined in our published External Quality Assurance. Centres assigned a high risk status are not eligible for Direct Claim Status.

YMCA Awards approved centres which have a subcontracting arrangement with a third party in place for any part of the delivery, including assessment, of YMCA Awards qualifications, we

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rate the centre as high risk. This is to ensure that due regard is given to the specific subcontracting arrangements involved in the centre's provision of our qualifications and any consequences of that arrangement which are likely to require enhanced monitoring and instruction.

The YMCA Awards Sanctions Policy, available on our [website](#), states that a breach of the Centre Agreement may lead to the imposition of a sanction upon a centre by YMCA Awards in order to maintain the quality and validity of qualifications and to ensure that the interests of learners are protected. If, through external quality assurance activity, another form of monitoring activity or any other reputable evidence, imposition of a sanction upon a centre is required, we will work with the centre to mitigate any negative impact upon learners and upon the validity and reputation of our qualifications.

Because a centre which makes use of a third party for the delivery, including assessment and internal quality assurance, of any part of a YMCA Awards qualification is responsible for the arrangement and for the delivery of the qualification, any failings or shortcomings in the third party's provision of our qualifications will result in a sanction against the approved centre.

Examples of issues, with particular relevance to subcontracting arrangements, that may result in application of a sanction include, but are not limited to, the following:

- actions set by the External Quality Assurer (EQA) which relate to subcontracted provision are not met within a reasonable timeframe and as such have not been appropriately managed by the centre
- the third party's delivery of a YMCA Awards qualification is below the required standard; the centre has not identified this and/or resolved the shortcomings
- the centre is not sufficiently dealing with concerns regarding the standard of assessment or internal quality assurance carried out by the subcontractor
- there are significant anomalies in assessment decisions made by the third party which the centre is not rectifying and preventing from reoccurring (for example through improved training of the subcontractor's assessment staff)
- the subcontractor is providing misleading information regarding YMCA Awards; the centre has not identified this and/or taken action
- the subcontractor is prompting the centre to make certification claims before learners have completed the qualification(s)/components(s); the centre is not carrying out sufficient verification checks and/or has not taken action or notified YMCA Awards of the potential malpractice or maladministration
- the centre is unable to enforce a requirement on the subcontractor to provide access to premises and/or to respond to reasonable requests by YMCA Awards or to the regulatory authorities for copies of assessment records
- the subcontractor is not carrying out sufficient internal quality assurance to meet the requirements set out in the qualification specification and other relevant quality assurance standards; the centre has not recognized this and/or not implemented improvement within a reasonable timeframe

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- there are any other concerns regarding whether the subcontractor's relationship with the centre is compromising the approved centre's ability to meet the terms of the Centre Agreement and/or any other YMCA Awards policies or procedures.

## 7. Malpractice and Maladministration

In line with the Centre Agreement, approved centres are required to ensure that all policies and requirements stipulated by YMCA Awards are applied to any satellite sites affiliated to the centre; this includes subcontractors. As set out in this policy, a YMCA Awards approved centre that intends to enter into a subcontracting arrangement with a third party for the delivery of a YMCA Awards qualification is also required to demonstrate that it has processes and procedures in place that enable it monitor the third party in line with our policies, procedures and written guidance in order to gain approval to subcontract. On gaining approval to subcontract, the centre must ensure that it has processes and procedures in place that enable it to take action regarding the third party in line with YMCA Awards policies, procedures and written guidance (including in situations where the activities of the third party represent a breach of adherence to any YMCA Awards policy, procedure or guidance).

The Centre Agreement requires centres to provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite Centres or any other resource required by YMCA Awards and / or the regulatory authorities during an investigation of Centre malpractice or maladministration. This means that centres intending to enter into a subcontracting arrangement with a third party should ensure that the arrangement allows sufficient provision for the centre to meet its obligations with regard to preventing and dealing with malpractice and maladministration. These arrangements should include determining within the arrangement the process for raising allegations and which party in the arrangement will be responsible for carrying out investigations. The centre should also consider potential conflicts of interest that may arise in dealing with an investigation of alleged malpractice and maladministration; for example, if the subcontractor may have a vested interest in minimizing an incident in order to ensure continuation of the subcontracting arrangement. More information and guidance for centres on identifying and investigating allegations of malpractice and maladministration is detailed in the YMCA Awards Malpractice and Maladministration Policy, available on our [website](#). Specific advice regarding prevention and management of malpractice and maladministration with regard to subcontracting arrangements should be sought by contacting YMCA Awards via the contact details at the end of this policy.

## 8. Review arrangements

YMCA Awards review this Policy annually as part of self-evaluation arrangements and revise it when necessary in response to customer or regulatory feedback. If you would like to comment on any part of this document please contact us via the details provided below.

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## 9. Understanding this Policy

All enquiries relating to this policy should be addressed to:

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