

# Centre subcontracting policy

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## Policy overview

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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 teaching, assessment and quality assurance – of YMCA Awards qualifications.

For the purposes of this document and the requirements YMCA Awards places on approved centres regarding subcontracting:

'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.

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

'Subcontractors' **do 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.

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## Scope

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This policy applies to all organisations that:

- Intend to establish a subcontracting arrangement with a third party for any part of the delivery – including teaching, assessment and quality assurance – of YMCA Awards qualifications
- Already have an approved subcontracting arrangement in place.

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## Requirements for centres

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Approved centres that wish to enter into a subcontracting arrangement must **seek written approval from YMCA Awards before** permitting a third party to deliver any part of a YMCA Awards qualification.

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.

Where an approval application includes a request for a third party to deliver any part of our qualifications, the centre must:

- Demonstrate that the third party has appropriate capacity and capability
- Demonstrate that it has appropriate monitoring in place to ensure capacity and capability at the third party continue to meet YMCA Awards' requirements
- Demonstrate 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)
- 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 risk:

- The centre's ability to comply with our Centre Agreement
- Our ability to comply with our regulators Conditions of Recognition.

Therefore, the approach that we take 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.
- 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.

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## Centre approval

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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 qualification, the centre must provide the contact information of the third party and appropriate permissions for direct contact between YMCA Awards and the third party.

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 compliance with YMCA Awards Centre Agreement, Terms and Conditions, Policies, procedures and associated written guidance.

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## **The Centre Agreement**

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

Clauses 3.10 and 10.1-10.2 within the YMCA Awards Centre Agreement sets out the specific requirements regarding centre subcontracting. Where subcontracted activity happens outside of the UK, Clause 8.6 of the Centre Agreement is also relevant as the centre would need to cover the additional cost of YMCA Awards quality assuring this provision.

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).

Approved centres must ensure all YMCA Awards policies and requirements are applied to all sites: this includes subcontractors. Centres intending to subcontract qualification delivery must demonstrate monitoring processes aligned with YMCA Awards policies to gain approval. Once approved, centres must maintain procedures to manage subcontractors, including addressing any breaches of YMCA Awards policies or guidance.

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## **External quality assurance and sanctions**

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We operate a risk-based approach to centre monitoring and external quality assurance. 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.

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 including increased sampling and/or visits (including unannounced assessment observations).

We recognise 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.

All YMCA Awards approved centres with subcontracting arrangements in place for any part of the delivery of our qualifications are rated as high-risk. This is to ensure that monitoring activity

considers the specific subcontracting arrangements involved and any consequences of those arrangement on assessment and quality assurance.

In line with our centre subcontracting policy, any failings or shortcomings in delivery by a subcontracted third party will result in a sanction against the approved centre. This is because the approved centre is responsible for both the implementation of the subcontracting agreement and the delivery of our qualifications.

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

- 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 recognised this and/or not implemented improvement within a reasonable timeframe.
- 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.

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## **Malpractice and maladministration**

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Our Centre Agreement requires centres to provide access to documents, records, data, staff, learners or any other resource required by YMCA Awards – or our regulators – to enable the investigation of alleged/suspected malpractice or maladministration.

Where centres intend to enter into a subcontracting arrangement with a third party, they must 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:

- the arrangements for raising allegations of malpractice and maladministration
- who is responsible for carrying out investigations
- provision to ensure that YMCA Awards has access to staff involved in delivery of our qualifications (including subcontracted third parties).

The centre should also consider potential conflicts of interest that may arise in dealing with an investigation of alleged malpractice and maladministration. For example, a subcontractor may have a vested interest in minimising 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 our Malpractice and maladministration policy.