

# P66 Partnership and Supply Chain Management Framework Policy

## Table of Contents

1	Policy Statement .....	2
2	Scope .....	2
3	Overarching Principle .....	3
4	Sub-contracting Rationale .....	3
5	Operational Process .....	4
5.1	Forecasting .....	4
5.2	Reviews .....	4
5.3	Performance Improvement Plan (PIP) Process .....	4
	Stage 1 Pre-PIP .....	4
	Notice of PIP .....	5
	Stage 2 .....	5
	Month 1 .....	5
	Month 2 .....	5
	Month 3 .....	5
	Stage 3 Potential Outcomes .....	5
5.4	Delivery Partner Arrangements .....	6
6	Joint Strategic Group .....	7
7	Funding .....	7
8	Administration .....	7
8.1	Learner Paperwork Record .....	8
9	Safeguarding and Prevent .....	9
9.1	Education and Health Care Plan (EHCP) Partner Process .....	10
9.2	What does SEN Support in post-16 education MEAN? .....	11
9.3	What is the EHCP and Who is it for? .....	11
9.4	Process for enrolment of learner with an EHCP .....	11
9.5	Crucial Managing of the EHCP to support the individual .....	12
10	Quality of Education .....	12
11	Quality of Service .....	14
	Phase 1: .....	14
	Phase 2: .....	14
12	Support and Challenge .....	14
13	Management Fees .....	15

14	Payment and Invoicing Arrangements .....	17
15	Policy Communication.....	17
16	Standards .....	17
17	Contract End and Exit .....	18
17.1	Definitions.....	18
17.2	Overview .....	18
17.3	EXIT PLAN .....	19
17.4	Termination Obligations .....	19
17.5	PAYMENT .....	20
17.6	EVALUATION ON COMPLETION OF CONTRACT .....	20

## 1 Policy Statement

TCHC GROUP Ltd is committed to:

- Providing independent, high-quality training, advice, and guidance relevant to the needs of any business in any sector
- Complement and add value to other business support services in the region.
- Evaluate and improve on our own practice and learning from the good practice of others.
- Equality, diversity and inclusion for all Clients, Partners, and the Public. We expect all staff and Supply Chain Partners to share this commitment.
- Grow and diversify the range of courses and services we deliver to widen participation, deliver to niche markets, engage in new and emerging markets, and meet the regional and local economic development agenda.
- Support the infrastructure with best placed Supply Chain Partner organisations to sustain, develop and grow with our support to Merlin standards.

To achieve this, TCHC GROUP Ltd has taken the strategic decision to sub-contract part of its provision to Supply Chain Partner organisations who can demonstrate high quality delivery.

TCHCs Board is fully committed to ensuring our plans and rationale for subcontracting fits with the overall objectives of TCHC and our curriculum strategy.

## 2 Scope

This policy applies to all Supply Chain Partner activity supported by funding received from the Skills Funding Agency, the Education Funding Agency, Jobcentre Plus, Local Authority, National Lottery Community Fund, Ministry of Justice, Department of Work and Pensions, Local Authorities, Devolved Combined Authorities including Greater London Authority, Her Majesty's Prison and Probation service as well as any successor organisations.

This strategy covers two key areas of sub-contracting:

1. Provision sub-contracting where there is the delivery of full programmes or frameworks by the Supply Chain Partner (end-to-end contracts)
2. Service sub-contracting where the delivery of a service is part of the delivery of a programme and the prime contractor purchases a specialism of that programme (e.g., a specific type of training or outreach support).

### 3 Overarching Principle

In line with the Common Accord, TCHC GROUP commits to the overarching principle 'that our Supply Chain is to optimise the impact and effectiveness of service delivery to the end user' by:

- We aim to align our processes with the Merlin Principles to support, procure and maintain effective and positive relationships with Supply Chain Partners in a creative and innovative way ensuring open and flexible approaches.
- Recognise and promote sustainable excellence and Partnership working to provide the guidance to those seeking to achieve it.
- Undertaking fair and transparent procurement activities, conducting robust due diligence procedures including a review of a Supply Chain Partners self-assessment and work with them to embed them within our own SAR where relevant.
- Relating the management fee to the costs of the services provided that are in line with funding rules.
- TCHC will ensure Supply Chain Terms meet the requirements as set out in funding rules and our contracts with commissioning bodies including ESFA, GLA, ESF, DWP as well as any other relevant funding organisations.

### 4 Sub-contracting Rationale

Upon commencement of the sub-contracting process, TCHC GROUP will consider a Business Case Proposal or Expression of Interest (EOI) to ensure that the subcontracting will be in the best interests of all parties.

TCHC Group will follow our P46 Procurement Policy and process for the identification and selection of Sub-Contractors to ensure we are following Public Contracts Regulations 2015 and procurement requirements around threshold levels as detailed in the Procurement Policy note 04/17. We will follow European Parliament public procurement including directive 2014/24/EU where required. We will initiate Expression of Interest for new opportunities by aiming to utilise our Expression of Interest form, published on the 'Partner with Us' page on the TCHC website.

When entering into new Sub-Contracts, we will adhere to the following specific rationale for Sub-Contracting; TCHC commit to enhancing the quality of our learner/student offer and have an educational rationale for subcontracting position which will include one or more of the following aims:

1. Enhance the opportunities available to learners.
2. Fill gaps in niche or expert provision or provide better access to training facilities.
3. Support better geographical access for learners.
4. Offer an entry point for disadvantaged groups.
5. Consider the impact on individuals who share protected characteristics.

We will ensure that:

1. The proposed delivery is in the best interests of learners and employers.
2. The proposed delivery has a clear strategic fit with our mission, objectives, and values.
3. There is sufficient expertise within TCHC GROUP to quality assure the provision.
4. There is sufficient staff resource within TCHC GROUP to administer the processes.
5. The Supply Chain Partner is approved by our due diligence process.
6. There is sufficient funding available within our funding contract.
7. The Supply Chain Partner agrees to work within the terms of our contract.
8. The Supply Chain Partner can demonstrate alignment to the commissioners strategic and at times localised agenda.

TCHC Groups current rationale for subcontracting can be found on the Partner with us page of the TCHC Group website <https://www.tchc.net/partner/partner-with-us>

## 5 Operational Process

### 5.1 Forecasting

TCHC GROUP Partnership and Supply Chain Co-ordinator will provide the Supply Chain Partner with a forecasting document that will need to be completed monthly and returned to the TCHC GROUP Partnership and Supply Chain Co-ordinator by the last working day of the month. This will be fully completed, with actual progress against targets and deliverables and pipeline of the next 3 months expected performance.

This document will be discussed between TCHC GROUPs Partnership and Supply Chain Co-ordinator and the Supply Chain Partner in an informal matter either via telephone, email, or video conferencing. These discussions may feed into the formal review process.

Partners are responsible for providing learner progress information monthly, where there are adjustments to be made to previous forecasts submitted, Supply Chain Partner should update their forecast and resubmit it to the Partnership and Supply Chain Co-ordinator.

### 5.2 Reviews

TCHC GROUP Partnership and Supply Chain Co-ordinator will complete a minimum of quarterly performance and compliance monitoring review with the Supply Chain Partner Organisation, either in person or via Microsoft Teams video conferencing software.

TCHC GROUP Partnership and Supply Chain Co-ordinator will ensure that each partner is visited at least once a year on a face-to-face basis, and more frequently if circumstances allow or it is deemed necessary, for example: a partner becoming high risk or requiring further support.

During this meeting all key aspects and Key Performance Indicators of the programme will be discussed including but not exhaustive safeguarding (containing hot topics where relevant), GDPR, equality and diversity, health and safety, quality, and compliance, as well as performance against targets for finance as well as learner starts, engagements and outcomes. Action points from previous meetings will also be discussed and signed off as appropriate. Where actions have not been completed by the due date or satisfactorily these may affect the risk rating given for that review.

During the review, each party will have the opportunity to discuss any potential or actual issues or concerns, with any support that is required. Each section of the review will be given a risk rating, these risk ratings will form the overall risk rating for the Supply Chain Partner on the contract.

The overall risk rating will determine the frequency of the next formal review, those deemed as low risk or no risk at the end of the formal review will be booked for another Formal review in three months' time, those deemed as medium risk will be booked for another formal review in six weeks' time and those that are high risk will be booked for another review in one month and may also lead to the Performance Improvement Plan (PIP) process being initiated.

### 5.3 Performance Improvement Plan (PIP) Process

#### Stage 1 Pre-PIP

Where under performance of a Supply Chain Partner has been recorded over any performance month this will be raised in the performance review. In the review actions will be set to resolve the issue(s) or behaviours that are identified as being the reason(s) for the underperformance. Performance against profile and any additional targets over the coming month will be monitored by the Partnership and Supply Chain Co-Ordinator for the contract.

## Notice of PIP

Where performance has not improved as agreed in the previous months review, TCHC will notify the Supply Chain Partner in writing, (that can be via email), of the intention to place them on a Performance Improvement Plan (PIP) and a date for a performance improvement plan meeting will be scheduled. The written notification will outline all next steps and potential outcomes.

At the PIP meeting TCHC will agree with the Supply Chain Partner an action plan to bring performance back in line with the agreed profile. The Partner will be asked to adopt and own this plan and further develop the actions as they progress towards agreed profiles/outcomes and periodic meetings.

## Stage 2

### Month 1

In month 1 the Supply Chain Partner will start working to the agreed targets set at the PIP meeting. The TCHC Partnership and Supply Chain Co-Ordinator will work with the Supply Chain Partner to support in whatever way(s) were agreed in the PIP meeting and any additional support identified within the PIP process.

The TCHC Partnership and Supply Chain Co-Ordinator will review progress against the set targets and agreed actions in regular review meetings that can be weekly if required. These meetings can take place face to face, through video conferencing or over the phone. These meetings may be recorded.

### Month 2

In Month 2, a review of month 1 against target will be conducted and progress against target will be reviewed by the TCHC Partnership and Supply Chain Co-Ordinator and Supply Chain Partner. Where there is continued under performance targets and actions need to be achieved in month and progress will be monitored through weekly meetings, where carried out and additional progress calls.

### Month 3

A review of months 1 and 2 against target will be conducted and progress against target will be reviewed by the TCHC Partnership and Supply Chain Co-Ordinator. Where there is continued under performance targets and actions need to be achieved in month and progress will be monitored through weekly meetings if required and additional progress calls.

The TCHC Partnership and Supply Chain Manager will need at the start of month 3 to assess the feasibility of the targets set being achieved.

## Stage 3 Potential Outcomes

1. Where the performance has improved to the required levels and the Supply Chain Partner has evidenced that measures are in place to prevent future underperformance, no further action will be taken.
2. In some circumstances it may be agreed to extend the PIP for a further month.
3. Where performance has not been brought back in line with the agreed profile TCHC may remove any deficit and re-distribute, as necessary.
4. In situations where performance gets worse, or the Supply Chain Partner fails to engage fully with the PIP process TCHC may deem it necessary to remove the Supply Chain Partner from the Supply Chain.

## 5.4 Delivery Partner Arrangements

The Supply Chain Partner has a duty to ensure that they comply with all the TCHC Group/ ESFA and relevant funder requirements. Therefore, Delivery Partners are reminded that they must ensure:

- Before any Delivery Partner starts delivery of the subcontracted provision, the Supply Chain Partner must have a legally binding written subcontract with TCHC Group.
- The Supply Chain Partner has a requirement to give TCHC/ ESFA and any other person nominated in writing by TCHC/ ESFA, access to its premises and to all documents related to their subcontracted delivery
- The Supply Chain Partner must be under an obligation to provide TCHC Group with ILR data so that TCHC Group organisation's data returns to ESFA/ AEB or relevant funder accurately reflect TCHC Group Delivery Partner's delivery information
- The Supply Chain Partner must provide TCHC Group with sufficient evidence to allow TCHC Group to:
  - i. Assess its performance against Ofsted's education inspection framework
  - ii. Incorporate evidence it provides TCHC Group with, for TCHC's self- assessment report; and
  - iii. Guide the judgements and grades within TCHC Group self-assessment report
- The Supply Chain Partner must always have suitably qualified staff available to provide the education and training funded by ESFA/ AEB or other relevant funder, and in line with awarding body, Ofsted and TCHC requirements.
- The Supply Chain Partner must ensure that their staff list of staff working on the contract is kept up to date and TCHC Group is informed when there is a change to staffing.
- All Tutors and IQA's CV, and copies of professional qualifications should be provided with up-to-date CPD logs submitted to TCHC Group for approval before working with TCHC learners.
- The Supply Chain Partner must co-operate with TCHC Group if the subcontract ends for any reason to make sure that there is continuity of learning
- The Supply Chain Partner must tell TCHC Group if evidence of irregular financial or delivery issues arise. This could include, but is not limited to:
  - i. Non-delivery of training when funds have been paid
  - ii. Sanctions imposed by an awarding organisation
  - iii. Allegations of fraud
  - iv. An inadequate Ofsted grade
  - v. Allegations or complaints by learners, staff members, or other relevant parties
- The Supply Chain Partner must not use ESFA/ AEB or other relevant funder funding to make bids for, or claims from, any European funding on its own behalf or on behalf of ESFA
- The Supply Chain Partner are bound by ESF/ AEB or other relevant funder clauses from TCHC Groups contract which are included in the subcontract.
- The Supply Chain Partner must not use ESFA/ AEB or other relevant funder funding as match funding for ESF projects
- TCHC Groups Delivery Partners must comply with the requirements set out in the ESFA funding rules or the relevant funding rules of the funder of the contract.
- TCHC Group subcontract provisions and contracts enable TCHC Group to terminate the subcontract should the Supply Chain Delivery Partner fail to meet the required due diligence or financial health requirements/standards.
- If a Supply Chain Delivery Partner does not meet, or continue to meet, the minimum due diligence and financial health checks required, TCHC Group must suspend the right of The Supply Chain Partner to recruit new learners.
- Depending on the circumstances TCHC Group may be required by the ESFA/ AEB or relevant funder to terminate the subcontract if the TCHC Group have not already done so.

- All Delivery Partners must comply with the European Social Fund cross-cutting themes guidance for sustainable development and equality programme guidance - GOV.UK. regardless of the contract funder.
- TCHC Group will ensure it has effective communication systems in place with Delivery Partners to keep them up to date with the requirements of Awarding bodies, regulators and any external quality assurance organisation(s)
- TCHC Group will have appropriate and effective systems and records in place for the management of all delivery Partners including appropriate and effective policies and procedures in place.
- TCHC Group will not permit a delivery partner to misuse any awarding bodies or funders trademarks, trade names, logos, or other insignia. All marketing materials used by the Supply Chain Partner must be approved by TCHC prior to use.

## 6 Joint Strategic Group

The Joint Strategic Group (JSG) where required on a project, will provide strategic governance for the Project, led (chaired) and administered by TCHC GROUP Partnership and Supply Chain Manager. Membership comprises representatives of all Supply Chain Partner Organisations and others co-opted for specific purposes. Supply Chain Partners are expected to be represented at all meetings, however, are required to attend at least three meetings in each calendar year where four JSG meetings have been carried out (75% attendance).

This JSG group, tasked with delivering the strategic direction for project delivery, will review project and individual performance of the project in quarterly meetings. They will also plan future activities/developments up to the next JSG meeting and share best practice. The Chair will be responsible for reporting overall Supply Chain Partner performance against key targets and updates to any guidance, regulatory, legislation, process, or policy changes.

## 7 Funding

Funding will only be provided where paperwork is submitted in a timely manner, is fully complete and eligible, where errors are found or TCHC does not feel that the paperwork is supplied to an appropriate standard, actions and directions will be given to bring the paperwork up to standard. These must be actioned immediately to qualify for drawing down the funding and the paperwork to qualify against target profiles. This may also affect the Supply Chains risk ratings for review.

Supply Chain Partners must complete due diligence checks in full supplying TCHC Group with all relevant policies as required before the start of the contract and thereafter on an annual basis. This will include all policies and documents requested and required as part of our annual due diligence checks. Non-compliance with these requests may result in funding being withheld.

We have no responsibility to pay any amount over a Supply Chain Partners allocated funding for the funding year or financial year. If a Supply Chain Partner delivers more than their maximum contract value, they do so at their own risk, unless agreed in advance and in writing with TCHC GROUP Partnership and Supply Chain Manager. This maximum amount includes any Value Added Tax or other taxes to be charged.

## 8 Administration

Submission dates are set out within the Supply Chain Partners Service Level Agreement (SLA) to ensure that compliant learner paperwork is received and processed in a timely manner to be uploaded for the monthly claim. Supply Chain Partners must upload paperwork directly to TCHC's SharePoint (preferred) or by posting original paperwork to the Watford office via trackable recorded delivery.

All learners must be registered with the relevant awarding body BEFORE teaching and learning starts and a copy of their aim registration must be submitted along with the sign-up paperwork. Submissions without registrations will not be processed by the compliance team.

Paperwork is checked according to ESF/ESFA requirements and other funders to ensure that all claims that are submitted are eligible for funding. If learners are found to not be eligible for the programme, they have been signed up for then the paperwork will be referred to the Supply Chain Partner to correct any errors.

Should eligible paperwork be deemed as non-compliant, TCHC administrators will notify the sub-contractor of what is needed to complete the claim and the learner will be kept on hold until all missing evidence has been received.

The Partner Viewers email address [PartnerViewers@tchc.net](mailto:PartnerViewers@tchc.net) must be copied into all communication to Supply Chain Partners regarding administrative errors and monthly occupancy reports. This will assist TCHC in effective monitoring of contracts.

Processed learners are uploaded onto our MI system so that TCHC can make monthly submissions to our funders. Error reports are run on a regular basis to ensure all details are correct and compliant for a valid claim.

A sample of learner file checks will be undertaken on a regular basis by the Project Coordinator to ensure that quality is kept to the highest standards.

Supply Chain Partners must submit monthly timesheets and learner reviews to SharePoint for all learners that are currently in learning, timesheets and reviews for the previous months should be submitted by the last working day of the month. Missing timesheets and reviews can affect payments of on programme payments for learners where the evidence that the learners are in learning has not been submitted.

Supply Chain Partners are responsible for ensuring that the learners have completed the required amount of Guiding Learning hours (GLH), required by the relevant awarding body (within tolerance), to be able to claim a completed qualification and that this has been evidenced with signed timesheets.

Supply Chain Partners are responsible for destination tracking all learners on programme and reporting destinations to TCHC Group as requested by TCHC Group.

Following each compliant submission to our funders, TCHC will produce a full occupancy report to be distributed to Supply Chain Partners. This will detail the status of all compliant learners that are on our systems. A financial hub report if relevant will follow confirming the value of funding claimed for each learner as at the last claim period.

Payment dates for compliant claims are set out within the Supply Chain Partners SLA and purchase orders are sent out accordingly.

## 8.1 Learner Paperwork Record

Supply Chain Partners upload paperwork directly to TCHC's SharePoint and by posting original paperwork to the Watford office via trackable recorded delivery. When uploading paperwork on to SharePoint, the Supply Chain Partner must complete the Learner Paperwork Record. This is a rolling document, please only use the one document by recording all submissions, errors, and uploads by listing individual learners on separate rows.



This will be stored in the first folder on each partner's individual SharePoint under documents, called: 1. Learner Paperwork Record. These should be checked daily by TCHC. When the Administrator has checked the paperwork, the Administrator will complete boxes to say that the paperwork has been checked.

If learners are found to not be eligible for the programme, then the paperwork will be referred to the Supply Chain Partner to correct any errors. Similarly, should eligible paperwork be deemed as non-compliant, TCHC Administrators will notify the Supply Chain Partner of what is needed to complete the claim and the learner will be kept on hold until all missing evidence has been received.

All errors will be completed on the tracker, listing what the error is and what is required to make the file compliant, if possible, the Administrator will email the Supply Chain Partner asking them to check the error report if there are errors. The Partner Viewers email address [PartnerViewers@tchc.net](mailto:PartnerViewers@tchc.net) will be copied into all communication regarding administrative errors. This will assist TCHC in effective monitoring of contracts.

Where errors have been listed and the Supply Chain Partner notified, they will be expected to resolve the errors and upload compliant paperwork within 5 working days, if this does not happen, the Administrator will notify the Partnership and Supply Chain Co-ordinator. When the Supply Chain Partner has uploaded the fully compliant paperwork, they will complete the relevant columns, which will initiate a final check to ensure compliance by our Administrators.

Once checked, compliant processed learners are uploaded onto our MI system so that TCHC can make monthly submissions to our funders. Administrators must then complete columns accordingly informing the Supply Chain Partner, who can see that the paperwork has been uploaded by checking the form.

The Learner Paperwork Record has a second tab, to record any questions Supply Chain Partners have regarding paperwork submissions, or where they believe that an error may have occurred whilst uploading the data. This tab should also be checked daily by TCHC.

Supply Chain Partners will complete the first columns, the Administrator will then examine the record to see if there is an error or issue and resolve if necessary. Once resolved the Administrator will complete relevant columns, notifying the Supply Chain Partner to check the form for response via email, copying in the Partner Viewers email address [PartnerViewers@tchc.net](mailto:PartnerViewers@tchc.net).

## 9 Safeguarding and Prevent

**Supply Chain Partners are expected to follow TCHC's P63 Safeguarding & Child Protection Policy in conjunction with our P75 Prevent Policy whilst working with TCHC learners.** These can be located on our company website or by requesting a copy from the Partnership and Supply Chain Co-ordinator.

All Supply Chain Partners will be audited annually by TCHC on their safeguarding arrangements.

TCHC use the MyConcern to report all safeguarding concerns. MyConcern is secure and trusted safeguarding software used to remotely manage safeguarding concerns. It is the responsibility of the Supply Chain Partner to ensure they have log in details to the system as a Trusted User, access can be requested through the Partnership and Supply Chain Co-ordinator.

Supply Chain Partners must follow Safer Recruitment practices outlined in the statutory guidance Keeping Children Safe in Education, please note that this is updated annually, so it is important you remain up to date and are working from the most recent version. Supply Chain Partners are responsible for ensuring that all staff that have responsibilities for recruiting undertake Safer Recruitment training on an annual basis and copies of up-to-date certificates must be uploaded to the due diligence section of SharePoint.

Supply Chain Partners are responsible for ensuring that all their staff working on the TCHC Group contract have annual safeguarding training:

- Safeguarding
- Safer recruitment (where suitable)
- Prevent
- Online safety
- Sexual violence

The Supply Chain Partner must inform the Partnership and Supply Chain Co-ordinator who the Designated Safeguarding Lead (DSL) is in their workplace and inform them if this changes within their organisation during the contract.

Supply Chain Partners are responsible for ensuring that all their staff working on the TCHC Group contract have been trained on health and safety, GDPR and Equality & Diversity.

Copies of up-to-date certificates for the relevant training must be uploaded to the due diligence section of SharePoint.

For further information please refer to the Service Level Agreement (SLA) that you will have signed with us at the start of your contract.

The Supply Chain Partner must ensure that the following are embedded into their delivery and that learners have a secure understanding of these how and it impacts their life:

- Safeguarding
- Prevent
- British Values (BV) and society
- Healthy sexual relationships
- Online safety
- Mental health, physical health, and well-being

The Supply Chain Partner must ensure they produce and implement an enrichment calendar for each academic year and share this with TCHC Group. The calendar outlines what will happen and when so staff are able to contribute and can easily see what activities are planned. Tutors can inform learners, parents, and employers more easily from one central record and introduce external speakers/hot topics for example, British Values.

## 9.1 Education and Health Care Plan (EHCP) Partner Process

A child or young person, across the 0-25 age range has SEN if they have a learning difficulty or disability which calls for special educational provision to be made for them. A child of compulsory school age or a young person has a learning difficulty or disability if they:

- ✓ **have a significantly greater difficulty in learning than the majority of others of the same age, or**
- ✓ **have a disability which prevents or hinders them from making use of facilities of a kind generally provided for others of the same age in mainstream schools or mainstream post-16 institutions**

## 9.2 What does SEN Support in post-16 education MEAN?

In Post-16 we often use the term learning difficulties and disabilities (LDD) and statement of special educational needs (SEN) is used in the Code of Practice which includes LDD

Chapter seven of the SEN and Disability Code of Practice 2015: 0-25 years (the “Code”) contains the statutory guidance in relation to further education 16 – 19 education settings to identify, assess and provide support for young people with SEN.

Young people should be supported to participate in discussions about their aspirations, their needs, and the support that they think will help them best.

Support should be aimed at promoting student independence and enabling the young person to make good progress towards employment and/or higher education, independent living, good health and participating in the community. (PFA Preparing for adulthood)

## 9.3 What is the EHCP and Who is it for?

- An EHCP is for any young person that has a significant and complex Special Educational Need or Disability.
- An EHCP is required when a young person’s needs cannot be met by the usual support that is available to them in their setting.
- The EHCP, means the Education and Health Care Plan, it is a document which sets out the education, healthcare and social care needs of a young person for whom extra support is needed in school, Further education and more.
- **An education, health and care plan (EHCP) is a legally binding document.**
- It identifies meaningful education and other outcomes they would like to achieve
- Young people with an EHCP will usually be entitled to extra one-to-one support in the centre (though not necessarily full-time) and will have outside agencies involved in their support, such as physiotherapists, behavioural experts, social workers, mental health teams or sensory impairment professionals.
- Many young people with SEND receive support in their education setting without an EHCP, however, support comes from resources already available within the setting.
- Another level is that a young person’s needs may be deemed significant and complex and therefore require an EHC assessment by the Local Authority, as indicated in the four areas according to the code of practice.
  1. Communication and interaction needs
  2. Cognition and learning difficulties
  3. Social, emotional, and mental health difficulties
  4. Sensory and/or physical needs
- An EHCP should provide support from birth up to the age of 25 to support with further education, training, and support into the workplace
- Post-16 education, the EHCP must set out the provision to support the young person in preparing for adulthood and independent living.

## 9.4 Process for enrolment of learner with an EHCP.

- It is important at the referral point to ask questions and discover if an individual has an EHCP, if unknown, (e.g., if the learner has self-referred, family referred, career agency referred, other organisations,) ask at referral stage as they may have forgot.
- Request copies and check the date of the EHCP
- Ensure this added to their start paperwork and indicated on the sign-up paperwork (must have evidence)
- Follow the SEN support, which should follow a cycle of action below
- **Assess:** Partner should bring together all the relevant information from the learner, the school or previous education setting or anyone else working with the learner. This should be discussed with the learner, who can be accompanied by a parent, advocate, or other supporter.
- **Plan:** A **positive support plan** should be developed with the learner. Support might include assistive technology, specialist tuition, note takers, access to therapies (for example, speech and language therapy) or a range of other types of support e.g., 1-1, time out, assisted breaks, social strategies.
- **Do:** This plan should be put into place by the partner. To be reviewed and updated.
- **Review:** The effectiveness of the support should be reviewed regularly, considering the learners progress and any changes to the learners' own ambitions and aspirations, which may lead to changes in the type and level of their support.

## 9.5 Crucial Managing of the EHCP to support the individual

- The delivery partner Manager or Tutor of a young person with an EHCP will be invited to attend the young person Annual Review Meeting. This meeting is carried out in partnership with all the outside agencies that are involved with a young person, including the young person themselves.
- The meeting will review the progress towards the outcomes in the EHCP, discuss any changes in need or new needs that may be present along with giving everybody involved with the young person a chance to share their views, wishes and feelings about their education, health, and overall care.
- The EHCP will be reviewed once every year by the Local Authority. However, an **interim review can be called** if changes are required or there are significant concerns with progress being made.
- Partners must ensure that they keep TCHC up to date with any changes to the EHCP and must confirm each month, by the last working day with an email to [safeguarding@tchc.net](mailto:safeguarding@tchc.net) whether they have any learners currently in learning on an EHCP and their age ranges.

## 10 Quality of Education

TCHC will ensure the quality of teaching learning and assessment by, making explicit the expectations of quality improvement for delivering quality youth and adult learning across its Supply Chain Partners providers. We will challenge and support providers ensuring that the provision meets learners' needs, helps them progress and achieve goals. We will performance manage providers to consistently achieve high standards.

Supply Chain Partners must meet the requirements of OFSTED's [Education inspection framework](#) and the quality requirements of relevant Awarding Organisations. Supply Chain Partners must also meet legislation and statutory regulations as mentioned in the terms and conditions especially regulations in respect of Health and Safety, Equality and Diversity, Safeguarding, Prevent Duty, Data Protection and Employment Law.

TCHC and the relevant regulatory bodies (like Ofsted) reserve the right to visit all or any site(s) and view operations relating to the provision and to inspect relevant documents and interview learners and staff during these visits. Supply Chain Partners must permit access at any reasonable time and provide copies of any relevant documents required.

Supply Chain Partners must ensure that adequate and effective quality assurance procedures are maintained to ensure that standards are met and TCHC maintain a Risk Register to keep reflective data on the position of each Partner. Supply Chain Partners should hold Direct Claim Status (DCS) for any regulated qualifications they deliver.

All teaching staff are expected to be appropriately qualified and experienced in their subject area as well as to hold or be working towards a recognised teaching qualification. Teaching staff must undergo high-quality continuous professional development which focuses on their teaching skills as well as their subject specialism. Internal quality assurers (IQAs) must be qualified, where they want to take on an unqualified IQA they must agree this in writing with TCHC to gain approval.

Supply Chain Partners must have their own quality monitoring in place including arrangements for:

- Staff observations
- Formative and summative sampling
- Standardisations
- Additional learning support needs
- Staff support
- Schemes of works and lesson plans
- Customer service calls
- Staff conflict of interest arrangements
- Staff training
- Regular monitoring of learner progress and evidence of teaching and learning
- Staff performance reviews
- Staff meetings

Supply Chain Partners must take reasonable steps to minimise withdrawal rates, deliver high achievement, retention and pass rates and appropriate progression. As well as regular analysis of attendance data and intervene where it is below the expected rate.

Supply Chain Partners must ensure that all learner records including evidence of teaching and learning are retained for a minimum of three years, (or longer if required by the awarding body), to enable audits to take place of learner evidence either internally or externally. Records must be made available to TCHC Group for monitoring so that we are confident that learners are getting a high-quality experience.

The Supply Chain Partner is responsible for ensuring that all learner/employer/parent contact information is always up to date, and they must provide TCHC with any updated personal information immediately.

Supply Chain Partners can expect quality assurance monitoring activities from TCHC during their contract, which can be a mixture of announced and unannounced activities including but not limited to:

- Learner eligibility checks
- Surveys
- Joint Observations
- Desktop audits

Failure to comply with TCHC's quality assurance efforts may result in a termination of contract between TCHC and the Supply Chain Partner.

The Supply Chain Partner is responsible for ensuring that all TCHC Group policies are followed, for example P25 remote learning policy if any remote learning is taking place. Up to date copies of all our policies can either be found on our website or requested from the Partnership and Supply Chain Co-ordinator.

The Supply Chain Partner is responsible for ensuring that all learners receive an adequate induction booklet at the start of their learning journey, so that learners are clear about their learning provision and expectations, enabling a positive learning experience. The induction booklet should also demonstrate that the Supply Chain partners have clear processes in place to set their expectations for punctuality and how to address them, so that learners do not miss learning and they increase their confidence and personal development.

The Supply Chain Partner is responsible for ensuring that all learners complete any surveys that are required by organisations and funders that we work with. For example, it is a requirement of funding that all learners on the Greater London Authority contract (GLA) complete the London Learner Survey. Failure to comply with TCHC's and funders policies and procedures with recording and completion of surveys can affect funding.

Supply Chain Partners can request to see a copy of the TCHC self-assessment report and quality improvement plan from the Partnership and Supply Chain Co-Ordinator at any time.

## 11 Quality of Service

Whilst not all Supply Chain Partner deliver qualifications, they are still expected to meet TCHC GROUP's quality assurance standards. TCHC GROUP is committed to support, develop, and share good practice and professional development of staff with Supply Chain Partners through quality and monitoring activities, operational meetings, observations, as well as learner feedback.

The Quality of services provided to our learners, participants and service users is extremely important to us. We will also use the Supply Chain and Partner Risk Register to record all Supply Chain Partner we work with and the quality assurance activities undertaken.

### Phase 1:

The Partnerships and Supply Chain Co-Ordinator will carry out caseload reviews with Supply Chain Partner and ask for a progress update for each learner and that all contact details are up to date. They will support the Supply Chain Partner by offering advice and guidance on moving learners, participants, and service users on in their journey towards outcome. This activity can happen at any stage of the learner journey.

### Phase 2:

Compliance checks are undertaken by the TCHC Partnership and Supply Chain Co-Ordinator where critical documents are securitised such as: Organisational Chart, learners, participants and service user's paperwork, Marketing requirements, GDPR, safeguarding (including modern slavery), cross cutting themes and finance.

## 12 Support and Challenge

The level of support for each Supply Chain Partner will vary depending on the needs of the individual organisation. Supply Chain Partners will receive support and guidance from TCHC, including:

- Supply Chain Partner induction including, training videos on aspects of processes, paperwork training and access to all relevant policies
- Audit of management systems including observation of teaching, learning and assessment/assessment tracking
- Learner survey feedback
- Safeguarding and Prevent procedures and policy

- Funding Rules compliance
- Health and Safety compliance process
- Cross cutting themes including Equality and Diversity and Environmental Sustainability
- CPD records including training and development
- ESFA's and other funders Due Diligence process
- National/regional, DWP, BIES, MoJ policy changes
- LEP, LA and devolved Authority updates
- Guidance updates and changes for example from DfE
- Advice and guidance for learners, participants, and service users' progressions

\*Partners are encouraged to sign up to e-mail updates from Awarding Bodies and Funders they work with.

## 13 Management Fees

TCHC GROUP retains a management fee from all Supply Chain Partner Organisations where agreed, within the service level agreement. The management fee charged reflects the cost of the procurement process, the management of the contracts and will be applied to individual Supply Chain Partners depending on the following:

- The level of support required from TCHC GROUP to implement the programme (e.g., in terms of procurement, Supply Chain Partner management, marketing)
- The contract's/funding stream's requirements (e.g., on reporting, monitoring, publicity)
- The contract's target group
- Any stipulation by the commissioning/funding organisation
- Payment model and complexity of deliverables

TCHC will determine list of our specific costs for managing Supply Chain Partners including specific costs for quality monitoring activities and specific costs for any other support activities offered to the Supply Chain Partners. TCHC will ensure that each cost is reasonable and proportionate to delivery of teaching or learning and how each cost contributes to delivering high quality learning.

The management fee will be deducted at the point of payment (see below) but applied to the unit for each deliverable. It will be agreed with each sub-contractor on contract award.

The table below demonstrates a list of services provided and percentages of associated costs for doing so:

Associated Costs	Breakdown of inclusions	Percentage of Management Fee
Learner Submissions	Processing submissions of learner data, checking compliance, eligibility, dealing with errors and extra sample learner file checks. Management and maintenance of Management information and individual partner SharePoint systems.	3%
Producing and Sharing Reports	Producing and sharing reports of Delivery Partner learner and financial data and full administration of the contract in various forms including upkeep of Delivery Partner records	1%

Quality Interventions	Customer service calls to learners, Desktop audits, Observations of teaching and learning, giving feedback, checking actions are undertaken, recording results. Administrating and checking Partnership and Supply Chain delivery diary, learner/ partner surveys and other quality interventions as required	3%
Safeguarding and Prevent	Giving advice and guidance on all aspects, recording concerns, carrying out safeguarding audits with feedback, checking actions completed, recording results and learner surveys	1%
Compliance, Monitoring and Performance Management	Compliance and Monitoring reviews, preparation, completing, sharing with partners and (PIPs) Performance improvement plans where necessary. Recording individual partner performance/ overall contract performance and analysing the data. Forecasting: checking/ discussing forecasts with Delivery Partners and with funders. Collating case studies and checking marketing for compliance	3%
Communication	Communicating with partners about updated funding rules / requirements, dealing with funding, policy communication and other enquiries. Setting up/ chairing partner meetings/ training and Joint Steering Group meetings for each contract.	2%
Training and Training Videos	Producing / disseminating training videos for aspects of TCHC Groups Partner policies and procedures, including elements of the P66 Partnership and Supply Chain Management Framework policy, Safeguarding and GDPR. Collating /recording partner declarations. Paperwork training and other training as required.	1%
Attending Meetings / reporting to Funders	Attending meetings with funders to discuss performance, funding, and other requirements, disseminating information to partners where necessary. Reports to funders on specific elements relating to the contracts as required.	1%
Financial	Analysing financial data reports, creating, and uploading purchase orders, checking/ administration of invoices, and making payments. Reconciliation activities including calculating clawback payments where necessary due to under performance of delivery or for other reasons.	2%
Cross Cutting Themes	Cross Cutting Themes - producing, sharing, and updating the programme Equality and diversity and sustainability plans. Discussions with partners around Cross Cutting Themes.	1%
Contracts, Due Diligence, GDPR and Health and Safety	Procurement of contract, producing contracts and variations, partner profiles, due diligence requests, recording, management and checking documents including financial accounts for partners GDPR and Health and Safety, ensuring partner compliance with our policies and procedures and dealing with any breaches that may arise	1%
Contract End and Exit	Contract end and exit/ exit reviews / identifying additional contract opportunities through us and discussing Partners strategic approach to own development.	1%
Total		20%

**Name:- Janarthani Nadaraja**    **Signature:-** *N. Janarthani*    **Job title:- Finance Manager**



## 14 Payment and Invoicing Arrangements

Payments are made monthly by the end of the following month in which the activity is successfully processed and uploaded to the funding organisation by TCHC GROUP. TCHC have a commitment to pay Supply Chain Partners within 60 days of invoice where appropriate and eligible learner paperwork has been submitted and claimed for without errors.

Following payment by the funding authority, TCHC GROUP will make the appropriate payment to the sub-contractor based on the level of performance and calculated against agreed unit costs for each contracted deliverable. The Supply Chain Partner will be paid monthly on the last business day of the month by bank transfer, where payment is due to be paid on a day which is not a Business Day, the payment will be made the preceding Business Day.

Financial claims/ invoices for TCHC released purchase orders older than 3 months from the purchase order date will not be accepted or processed by the TCHC unless under exceptional circumstances, including but not limited to: centre/ office closures at request of Public Health Agency or as part of a financial reconciliation and subject to approval by TCHC Group.

TCHC GROUP expects that the Supply Chain Partners will fully engage in reporting to TCHC any inaccuracy of payments.

## 15 Policy Communication

TCHC Groups delivery subcontracting policy, P66 Partnership and Supply Chain Management Framework Policy and the requirements within it must always be followed by all Supply Chain Delivery Partners. The most up to date policy can be found on the policies section of the TCHC Website <https://www.tchc.net/policies>

The Policy will be discussed with all current and future Supply Chain Partners during contract award meetings and reviewed at least annually. Any changes will be notified to Supply Chain Partners as part of their regular performance review or via separate correspondence.

Where partners are neglectful of carrying out any of the key performance indicators within the P66 Partnership and Supply Chain Management Framework Policy, requests and directives by TCHC Group agents in writing or elements/ actions requested in the compliance and monitoring reviews by the due date set, including but not limited to the submission of timesheets and reviews on a monthly basis, purchase orders and payments can be placed on hold and payments can be clawed back where sufficient evidence is not provided that The Supply Chain Partner has complied with all TCHC requirements.

## 16 Standards

TCHC Group aspire and adhere to certain standards, where able we would like our Supply Chain Partner to adhere to the following standards:

- a) DWP Provider Assurance Team (PAT)
- b) DWP Provider Self-Assessment Tool
- c) The Merlin Standard
- d) The Matrix IAG Standard
- e) Ofsted, Estyn & Education Scotland
- f) Funding Authority Audits
- g) ISO9001
- h) ISO27001
- i) Cyber Essentials
- j) Cyber Essentials Plus

## 17 Contract End and Exit

Towards the end of our Supply Chain Partners contract with TCHC Group the Partnership and Supply Chain Co-ordinator will discuss exit strategies and conduct end of contract reviews. We will also help Supply Chain Partners to identify additional contract opportunities with ourselves through the Partnership and Supply Chain Manager and discuss consistent understanding of the company's strategic approach to its own development.

### 17.1 Definitions

"Exit Manager" The person appointed by each party for managing the Supply Chain Partner's obligations under the Policy.

"Exit Plan" The plan produced and updated by the Supply Chain Partner in accordance with this Policy to ensure the smooth transition and continuity of service for learners whilst contingency plans if required are put in place by TCHC Group.

"Exit" The point where the Supply Chain Partner leaves the partnership with TCHC Group either at the end of the contract term or early termination of the contract.

### 17.2 Overview

TCHC Group and the Supply Chain Partner must comply with the exit arrangements set out in this policy and any agreed Exit Plan.

The Supply Chain Partner is required to ensure it performs its obligations to assist in the orderly transition of the Services from the Supply Chain Partner to TCHC Group and/or any Successor Supply Chain Partner in the event of termination (including partial termination) or expiry of the Contract. This will include the transition of the Services to a follow-on contract with the same Supply Chain Partner if applicable.

This Policy sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition. For the avoidance of doubt, the Supply Chain Partner will be responsible for the overall management of the exit and service transfer arrangements.

The Supply Chain Partner must not recruit new Learners after notice of termination of the Contract has been given. TCHC will not be liable to make payments in respect of any Learners recruited in breach of this.

Where the Supply Chain Partner has other agreements to deliver the Services and these agreements are part of framework agreements that the Supply Chain Partner has with its third party suppliers, the Supply Chain Partner will provide sufficient information and assistance to enable the Successor Supply Chain Partner or TCHC to enter into an agreement with such supplier directly.

Where the Supply Chain Partner goes into administration or liquidation, TCHC Group must be assumed to be a creditor of the Supply Chain Partner. The Supply Chain Partner must take steps to ensure that TCHC Group is provided with details of the administrator or liquidator and receives notification of any creditors meetings. TCHC Group will confirm whether in fact it is a creditor within twelve (12) weeks of being notified that the Supply Chain Partner is in administration or liquidation.

## 17.3 EXIT PLAN

The Supply Chain Partner will maintain an Exit Plan which sets out the Supply Chain Partner's proposed methodology for achieving an orderly transition of Services from the Supply Chain Partner to TCHC Group and/or its Successor Supply Chain Partner on the expiry or termination of Contract and which complies with the requirements set out below.

The Supply Chain Partner will appoint an Exit Manager. The Supply Chain Partner's Exit Manager will be responsible for ensuring that the Supply Chain Partner and its personnel/ agents comply with this Policy. The Supply Chain Partner will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supply Chain Partner as are reasonably necessary to enable the Supply Chain Partner to comply with the requirements set out in this Policy.

The Exit Plan will:

- Document how the Services will transfer to the Successor Supply Chain Partner (which will need to be agreed between the Supply Chain Partner and the Successor Supply Chain Partner) and/or TCHC Group, including details of the processes to transfer documentation, for all Learner files (including but not limited to e-portfolios), correspondence, documents, specification papers and other property belonging to TCHC Group, which may be in its possession or under its control. As well as Department Data systems migration, security, and the segregation of TCHC Group's technology components from any technology components operated by the Supply Chain Partner (where applicable).
- Set out procedures to deal with requests made by TCHC Group and/or a Successor Supply Chain Partner for staffing information pursuant to Re-Provision of the Services of the Contract. Including details of work volumes and staffing requirements over the twelve (12) month period immediately prior; and all information relating to Transferring Employees if required to be provided by the Supply Chain Partner under the Contract.
- Address each of the issues set out in this Policy to facilitate the transition of the Services from the Supply Chain Partner to the Successor Supply Chain Partner and/or TCHC Group with the aim of ensuring there is no disruption to or degradation of the Services.
- List software agreements and licence agreements required to deliver the Services.

On expiry or termination of any Contract for any reason, the Supply Chain Partner shall do its utmost to minimise any disruption to Learners and shall co-operate fully with any reasonable requests made by TCHC relating to this.

TCHC Group will be entitled to request that where the Supply Chain Partner cannot complete Learners that it will co-operate in transferring the Learners to a new provider even if this is prior to the Termination Date or Expiry Date of this Contract and the Supply Chain Partner's Exit Plan should reflect this. TCHC Group will not be liable for any costs prior to or after incurred by the Supply Chain Partner in complying with this Clause.

## 17.4 Termination Obligations

In addition to the obligations as set out in the exit plan, the Supply Chain Partner will:

Within six (6) months of the Expiry Date or Termination Date:

- The Supply Chain Partner will, subject to the requirement to retain one copy for the purpose of compliance (Continuing Obligations) and the retention requirements of the Contract, erase from any computers, storage devices/storage media that are to be retained by the Supply Chain Partner, all Department Data;
- Each Party will return to the other Party all Confidential Information of the other Party and will certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited

period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services.

- Except where the Contract provides otherwise, all licences, leases and authorisations granted by one Party to the other in relation to the Services will be terminated with effect from the Expiry Date or Termination Date.

Three (3) months prior to the Expiry Date of the Contract (or where the Contract is terminated within the timescale notified by TCHC) the Supply Chain Partner will upon request:

- Provide for transfer to TCHC Group and/or the Successor Supply Chain Partner of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents including that relating to configuration of software; and
- Provide TCHC Group and/or Successor Supply Chain Partner with reasonable access to such members of the Supply Chain Partner's personnel as have been involved in the development, provision or management of the Services and who are still employed or engaged by the Supply Chain Partner.

The information which the Supply Chain Partner will provide, at its own cost, to TCHC and/or its Successor Supply Chain Partner will include:

- Copies of up-to-date procedures and manuals.
- Agreements with third party suppliers of goods and services which are to be transferred to TCHC Group /Successor Supply Chain Partner;
- Key support contact details for third party supplier personnel under contracts which are to be assigned or novated to TCHC/Successor Supply Chain Partner pursuant to this Policy.
- Any relevant interface information.

## **17.5 PAYMENT**

Unless TCHC Group otherwise requires, during the time between service of a notice of termination of this Contract in whole or in part and such termination taking effect, the Supply Chain Partner must take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Supply Chain Partner may incur as a result of the termination, including to:

- Cancel all capital and recurring cost commitments in connection with the provision of the Services on the most cost-effective terms without fettering TCHC Group's access to Department Data and the Database.
- Terminate all relevant contracts or the relevant parts of relevant contracts with its sub-Supply Chain Partners in connection with the provision of Services on the most favourable terms as can be achieved in the particular circumstances, having first ascertained from TCHC Group whether such contracts are required to be transferred to TCHC Group or any Successor Supply Chain Partner instead; and
- Reduce labour costs by the redeployment or release of Supply Chain Partner's Personnel to the extent possible in the circumstance.
- If the Supply Chain Partner does not fulfil its obligations in accordance with this Clause, TCHC Group will not pay any sums in excess of those which TCHC Group would have paid had such action been taken.

## **17.6 EVALUATION ON COMPLETION OF CONTRACT**

All contracts will be evaluated by TCHC Group's Partnership and Supply Chain Co-ordinator on completion, within three months of the contract end date, howsoever arising.

The purpose of the evaluation will enable TCHC Group to evaluate the performance and overall effectiveness of the contract. It will allow TCHC Group to look at areas where lessons can be learned and includes an action plan for ensuring lessons that are learnt are acted upon to ensure continuous development for future partnership arrangements.




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Claire Jeens  
**Quality Director - TCHC GROUP LTD**

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