



CTS SUB-CONTRACTING STRATEGY STATEMENT 2024-2025

Purpose

The intention for entering all sub-contracting agreements is to enhance the quality and scope of the learner offer. CTS Training are based in Sheffield within the Sheffield City Region (SCR) and want to ensure that the niche in provision offered extends to other areas of the SCR.

When entering sub-contracting arrangements, the Board of Directors will consider the following, and ensure the agreement meets one or more of the following aims:

- Enhance opportunities available for young people.
- Fill gaps in niche or expert provision, or provide better access to training facilities.
- Support better geographic access for learners.
- Offer an entry point for disadvantaged groups.
- Consideration of the impact on individuals who share protected characteristics.

Staffing

CTS Training will ensure that all sub-contracted provision is managed appropriately by the following members of staff.

Name	Job Title	Responsibilities
Susannah Robb	Chief Executive Officer	Contract Management
Christopher Roberts	MIS & Admin Manager	Funding and Compliance; ILR Upload; PFR Reporting
Daniel Beatson	Administrative Officer	Data Input; Compliance

Due Diligence

CTS Training will ensure that sub-contractors are selected fairly and have sufficient capacity, capability, quality and business standing to deliver the provision. Each sub-contractor is required to complete a Due Diligence exercise in line with ESFA Sub-Contracting and Control Regulations.

Entering a Contract Agreement

CTS Training will ensure that each sub-contractor has a written contract; this will set out the responsibilities of both institutions (CTS Training and sub-contractor). In line with ESFA requirements, CTS Training will declare sub-contracted provision in the ILR Data returns.

The contract will ensure CTS Training has the right to exercise management controls of the sub-contractor's activity, including but not limited to:

- Eligibility.
- Performance.
- Safeguarding.
- Fee charging.
- Access to auditors appointed by either the institution or funding body.
- Controls over students, tutors and provision.
- Controls over qualifications and curriculum.



Prevent Risk Register

Any sub-contractor provider is to have in place a Prevent Risk Register which ensures that extremist organisations are not funded through the sub-contracted provision where Department of Education funding is received.

CTS Training holds its own Prevent Risk Register which can be accessed upon request.

Quality Assurance

CTS Training will conduct yearly quality assurance visits as a minimum in addition to the controls and spot checks detailed below. This visit will include the following the following (but not limed to):

- Observation of enrolment, teaching learning and assessment.
- Interviews with learners.
- Interviews with staff and leaders.
- Observation/review of awarding body reports.
- OTLA/joint observations.
- Scrutiny of quality documents (including curriculum deep dives, OTLA reports, CPD logs).
- Review of SAR/Quality Improvement Plan.
- Learner work scrutiny.

Controls and Spot Checks

Monitoring visits and unannounced spot checks will take place during the contract agreement periods and will include:

- Checks on eligible provision.
- Direct observations of initial guidance and assessment processes.
- The delivery of the study programme throughout the period of delivery, e.g., reviewing learner work.

Monitoring

Monitoring and support will be determined by risk. As a minimum, sub-contractors will receive:

- Monthly MI reports.
- Dedicated point of contact for administration, quality assurance advice and management.
- Monthly/quarterly management reviews dependant on learner volumes/recruitment methods and risk.
- Regular partner meetings and sharing of best practice.

CTS Training will ensure monitoring takes place so that:

- Learners are safeguarded.
- Learners have access to the full entitlement, including (but not limited to) information and access to the 16-19 Bursary Fund and other learner support funding, information, advice and guidance and access to learning support if required.
- The provision is of good quality.
- That our delivery sites are of suitable quality for teaching and learning.



General Data Protection Regulation (GDPR)

CTS Training are committed to meeting the standards set by relevant legislation, our Funding Bodies and Stakeholders with regard to data protection in the provision of services for our customers. CTS Training will promote best practice approaches to data protection and will expect our sub-contractors to do the same.

We will use contractual arrangements to ensure that sub-contractors operate effective data protection management systems.

CTS Training will also ensure that we will:

- Value the personal information entrusted to us and make sure we respect that trust.
- Consider and address the privacy risks first when we are planning to use or hold personal information in new ways, such as when introducing new systems.
- Be open with individuals about how we use their information and who we give it to.
- Make it easy for individuals to access and correct their personal information.
- Keep personal information to the minimum necessary and delete it when we no longer need it.
- Have effective safeguards in place to make sure personal information is kept secure and does not fall into the wrong hands.
- Provide training to staff who handle personal information and treat it as a disciplinary matter if they misuse or do not look after personal information properly.
- Put appropriate financial and human resources into looking after personal information to make sure we can live up to our promises.
- Regularly check that we are living up to our promises and report on how we are doing.

The GDPR Policy will be reviewed at least annually and more frequently if necessary due to significant internal, external or legislative changes.

All employees of the Prime Contractor and the Sub-Contractor will be given such information, instructions and training as is necessary. This will ensure they are aware of their contractual responsibilities in relation to personal data and inform them that if any personal data is improperly disclosed, destroyed or obtained, this constitutes an act of misconduct.

CTS Training will ensure that they and the Sub-Contractor will:

- Recognise it's legal obligations for the request, storage, use and disclosure of information under GDPR. All due diligence will be exercised with regard to how information is processed and shared with regard to the safeguarding of vulnerable individuals. Any such information will be treated in the strictest of confidence, with the right to reserve sharing of the information with external agencies who have a vested interest in the welfare of that individual. Information may also be shared internally with those members of staff who have direct responsibility for a vulnerable individual.
- Hold employees' DBS record for a maximum of six months (either in hardcopy or electronic form) before being securely destroyed. The above information should be read in-conjunction with CTS Training's Safeguarding Policy.
- Distribute and publicise this Policy throughout the company and elsewhere as is deemed appropriate.



- Ensure all requests for data are undertaken in-line with the [‘Subject Access Request’](#) Guidance.
- Ensure appropriate policies/guidance/information is available to staff to safeguard personal information.
- Investigate any breaches of information security and take the appropriate action.
- Ensure that both CTS Training and the Sub-Contractor maintain registration with the Information Commissioner’s Officer as a ‘data processor’ and of any significant changes to data collection, handling, storage or use.
- Ensure that both CTS Training employees and Sub-Contractor employees understand that they have specific responsibility for ensuring confidentiality of all personal and business sensitive information at all times.

Fees

CTS Training will charge a management fee based on the following scale:

- 20% based on new sub-contract **High Risk** – sub-contractors identified under this banding would either be new sub-contractors delivering or current providers that have identified concerns around quality issues such as documentation compliance or performance not meeting contractual agreements where an action plan/intervention is in place.
- 15% **Medium to Low Risk** – sub-contractors identified under this banding have fully met quality and performance requirements, have good quality systems in place, performing well, no audit concerns and is in a good financial situation.

The 15% represents a reasonable contribution towards the cost that CTS Training incurs in effectively identifying, selecting and administering any sub-contracted provision. The 15% represents the minimum costs that CTS Training should incur in effectively implementing the due diligence processes, procedures and activities required ensuring all criteria is met in line with the ESFA funding rules and guidance.

The 15% also includes the minimum amount of quality assurance activity that CTS Training would attach to the lowest possible risk sub-contracted partner. An increased percentage of funding above the 15% is retained if the sub-contractor is deemed to be of higher risk.

CTS Training receive all of the funding for sub-contracted delivery through the ESFA payment process. A proportion of that will be passed to the sub-contractor as above. The administration and quality assurance activities are included as standard and covered within the 15% retained funding element. This will be broken down into three main headings:

Sub-Contractor Management Activities; to ensure the quality of delivery meets expectation and supports the continuous improvement of the provision,	8%
Quality Monitoring Activities; including assurance and development services where required.	4%
MIS & Finance Activities; including Audit, MIS and ILR Services.	8%

Dispute Resolution Procedure

CTS Training have a Sub-Contracting Complaints and Dispute Resolution Policy which can be referred to. In summary:



Disputes will be acknowledged by e-mail/letter within 5 working days. The following record will be kept of all disputes.

- Date the dispute is received.
- Date the dispute is acknowledged.
- The nature of the dispute.
- The outcome of the dispute.
- The date when the dispute is resolved, and complainant notified of the outcome.

Five Stage Process

Stage 1 – Informal

Every attempt will be made to resolve the dispute informally and quickly. If the person receiving the dispute cannot deal with it immediately the complainant will be advised that further investigations are necessary and will be given a timeframe within which to expect a response, up to a maximum of 10 working days.

Stage 2 – Formal

Where the dispute is not resolved at Stage 1, or when the complainant is not satisfied with the outcome of Stage 1, a more formal investigation will be carried out. A person nominated by the CEO will assume responsibility for conducting the investigation and reporting results. The complainant will be kept informed of progress during the course of the investigation and of the outcome.

Stage 3 – Review

If the complainant is still dissatisfied following Stage 2, the CEO will be responsible for ensuring that the dispute is reviewed, and the results reported to the complainant. A meeting between the Prime Contractor and the Sub-Contractor will take place and an attempt to resolve the dispute raised.

Stage 4 – Adjudication and Mediation

Where the dispute between the Prime Contractor and the Sub-Contractor can not be resolved, the Prime Contractor will appoint a member of the Board of Directors and/or Audit and Risk Committee to adjudicate at their sole discretion where upon review the outcome may result in an agreed contract termination between both parties.

Stage 5 – Arbitration


Where the dispute between the Prime Contractor and Sub-Contractor can not be resolved within 30 days after commencing discussions at Stage 4, either party may refer the matter to an agreed arbitrator.

The complainant will be informed of any changes to policy or procedure arising as a result of the dispute. The complainant will receive an apology if the dispute is upheld.

All disputes will be recorded. Thorough monitoring of all disputes will ensure that agreed actions and timescales are met.



All funding to the sub-contractor must comply with current ESFA funding rules and the contract agreement.

Name	Susannah Robb
Signature	
Position	Chief Executive Officer
Date	01/08/2024

Statement from the Board of Directors

The Board of Directors agree to the content of the **CTS Sub-Contracting Strategy/Statement 2024/2025**.

The **CTS Sub-Contracting Strategy/Statement 2024/2025** is signed off on behalf of the Board of Directors.

Name	Victoria Willert
Signature	<i>Victoria Willert</i>
Position	Director
Date	01/08/2024



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APPENDIX 1 - Procurement Process

CTS Training have a robust, transparent and fair process in place for selection and management of sub-contractors. All potential sub-contractors, including any existing sub-contractors, will follow the procurement process as detailed below. This provides assurance with compliance, ESFA funding and sub-contracting regulation, financial stability, and to ensure the highest quality delivery provision is made available, demonstrating value for money and a positive impact on learners' lives.

The Procurement Process supports 'selection with integrity' of any sub-contracted provision.

Stage 1	<ul style="list-style-type: none">• Specification and requirements of Sub-Contractors discussed and agreed at Board Level as per the agreed rationale.• Once agreed, contact to be made to agreed provision to start the expression of interest and/or application process.
Stage 2	<ul style="list-style-type: none">• Expression of interest and/or application form collated.• Due Diligence activities to be completed and evidence submitted as requested via due diligence checks, to include credit rating, financial assurance, companies house checks.
Stage 3	<ul style="list-style-type: none">• Due Diligence submitted and all evidence reviewed and evaluated, to include most recent Ofsted grading.• Confirmation of contract approval to Sub-Contractor.• Feedback given to any unsuccessful Sub-Contractor.
Stage 4	<ul style="list-style-type: none">• Contract for Services issued to Sub-Contractor for sign off, to include a full review by Sub-Contractor prior to sign off submission.• CTS Training to sign of Contract for Services to be agreed by both the Prime Contractor and Sub-Contractor.
Stage 5	<ul style="list-style-type: none">• Contract for Services to be reviewed on an ongoing basis to ensure fit for purpose, amendments to be made when required.• Any changes or variations to Contract for Services to be agreed by both the Prime Contractor and Sub-Contractor.
Stage 6	<ul style="list-style-type: none">• Monthly reporting to be issued to support the successful running of the contract.• Quarterly Quality Review Meetings scheduled to provide ongoing support as required; to include the sharing of good practice and relevant CPD activities.• Ongoing discussions as required pertinent to the success of the sub-contract.