
SUB CONTRACT MANAGEMENT PERFORMANCE REVIEW & RECONCILIATION

1. Aim

The aim of this procedure is to ensure the effective management of sub-contractual arrangements through the consistent and efficient completion, collection and processing of documentation to facilitate the ongoing maintenance and accuracy of data, reconciliation of funds and compliance.

2. Responsibilities

The Vice President has responsibility for the overall accuracy of data and review of performance across the Business Unit.

The designated Sub-Contract Project Manager and Regional Operations Director have responsibility of ensuring implementation of sub-contract management.

The Central Administrators have responsibility for ensuring all information is collected and completed as required.

The Finance Department have responsibility for the processing and provision of information as appropriate and required.

3. Method

3.1 Sub-Contract Awareness

3.1.1 The Sub-Contractor Project Manager and/or the Regional Operations Director shall host sub contracts management review meetings bi monthly with all sub-contractors once sub-contracts have been secured and agreed.

3.1.2 During the course of the meeting, profiled targets and achievement rates shall be discussed along with sub-contract agreement content and a review of the monthly performance data.

3.1.3 All new sub-contract provision shall be reviewed monthly via the schedule of monthly meetings and any changes or variations shall be discussed and actions and responsibilities recorded.

3.1.4 Ongoing contract review meetings shall take place on a monthly basis between GPSTL and sub-contractors.

3.1.5 Following the first three months of good performance sub-contract performance review meetings shall take place every quarter.

3.1.6 In circumstances where sub-contract performance is poor or forecasted success rate performance is viewed as falling from good to failing GPSTL shall instigate performance intervention measures and revert to a monthly management performance process and suspend any further start provision in any areas of risk.

3.2 Statistical Data.

3.2.1 Sub-contractors shall ensure that all documentation is completed in an accurate and timely manner and provided to the designated GPSTL Sub-Contractor Central Administrators for processing.

Sub-contractors shall ensure that on programme evidence is completed and forwarded monthly for all in learning and is provided fully completed and in a timely manner and forwarded to the designated GPSTL Sub-Contractor Central Administrators for processing.

- 3.2.2 The GPSTL Sub-Contractor Project Manager shall ensure that all management information is provided to the sub-contractor for reconciliation to ensure accurate contract status and performance information is maintained.
- 3.2.3 The GPSTL Sub-Contractor Project Manager shall ensure that all relevant performance review information is communicated to all staff through the staff meeting structure. Performance improvement actions shall be agreed, recorded and monitored on a monthly basis and reviewed on a one to one basis in person every other month.
- 3.2.4 Performance targets for starts and achievers shall be set for all GPSTL sub-contractor provision and aligned to GPSTL minimum standards of performance and monitored on a monthly basis to establish trends, performance levels and areas for improvement.
- 3.2.5 Where performance is below target an intervention improvement strategy shall be implemented and monitored on a monthly basis including the suspension of further starts until improvement is evident.
- 3.2.7 GPSTL Sub-Contractor Provider Financial Reports (PFRs) and Occupancy Reports will be issued to each sub contract following the monthly ILR file upload.
- 3.3 Reconciliation of Sub-Contractor Funds
 - 3.3.1 The designated GPSTL Sub-Contractor Central Administrator/s shall ensure that all programme information is input to the system on a timely basis. Evidence of learning and last visit evidence shall be maintained by the GPSTL designated Sub-Contract Central Administration team and be made available for inspection by internal and external audit teams.
 - 3.3.2 The Central Administration Management Coordinator shall reconcile funds paid to the sub-contractor against the PFR.
- 3.4 Financial Appraisals Monitoring
 - 3.4.1 The Central Administrators shall ensure the maintenance of all documentation to support sub-contract claims
 - 3.4.2 The GPSTL Sub-Contractor Project Manager shall ensure that all follow-up action identified during the course of a sub-contractor financial audit is communicated to sub-contractors within specified timescales.
 - 3.4.3 Confirmation of corrective action and systems review shall be reported in writing to the sub-contractor by the sub-contractor Project Manager.
- 3.5 Financial Accounts
 - 3.5.1 All financial accounts shall be processed by Corporate Service.
 - 3.5.2 GPSTL sub-contractor financial accounts shall be analysed and reviewed as part of the sub contract due diligence arrangements

3.6 Sub-Contract Proposals

- 3.6.1 Sub-contractor requests for additional funds shall be reviewed and based on ongoing good performance and MCV affordability. The release of additional sub-contractor funds is subject to Vice President approval.
- 3.6.2 The sub-contract provision contingency plan flow chart outlines the process that shall be followed in the event of a withdrawal of provision instigated by either the lead provider (GPSTL) or the approval of the GPSTL VP or the sub-contractor.

4. Referenced Procedures and Documentation

GPTSL-100-OP-29 Supply Chain Feed and Charges Policy
ESFA sub-contract PFR and Occupancy Reports
Sub-contract last visit and in learning evidence
Maytas sub contract reports
Sub-contract pre management reports and action plans
Sub-contract profiles
Sub-contractor quality and compliance monitoring schedule and quality plans

Section 1 - Sub contract provision contingency plan - Intention

GPSTL will only enter into sub contract provision in good faith and based on completion of a comprehensive due diligence process being undertaken supported with relevant documentation and reports. The withdrawal of provision instigated by either the lead provider (GPSTL) on the approval of the GP VP or the sub-contractor will in all circumstances be considered the last option where all other avenues have been exhausted.

GPSTL will at all times work closely with the funding agencies, sub-contractors, employers and learners to ensure high quality subcontracting provision is maintained through the agreement period.

Section 2 - Sub contract provision contingency plan – Scope for withdrawal

The following maybe circumstances whereby GP Strategies Training Limited has to withdraw from sub-contracting provision such as:

- Poor starts performance of the sub-contractor
- Forecasted poor success rates by occupational area and programme that fall below GPSTL minimum standards threshold
- Sub-contractor entering into administration or liquidation
- Lack of sub-contractor support and staffing resources
- Lack of lead contractor funding to support sub contract provision
- Poor financial audit outcome
- Poor quality audit outcome
- Poor Ofsted grading

Section 3 - Sub contract provision contingency plan - Implementation

In the event of withdrawing from sub contract provision GPSTL will implement its sub contract contingency plan to ensure employers and learners are not in any way disadvantaged and learning is able to continue through to completion;

1. GPSTL will inform the Education and Skills Funding Agency immediately should there be a significant reason to withdraw from sub-contracting provision and advise of the specific reason for the GPSTL planned withdrawal.
2. In all circumstances GPSTL will seriously consider alternative options to support learners and employers prior to a decision with regards to withdrawing from sub contract provision.
3. GPSTL will engage both internally with its centre capability and use the network of other providers (where appropriate) and employers within the sector to seek solutions and mitigate risks to the sub-contractor learners and employers.
4. In circumstances of subcontractor poor performance and forecasted poor achievement rates by , occupational area and programme, GPSTL will in the first instance identify and put in place measures to improve performance in respect of its performance management process. Where poor performance continues GPSTL will inform the Education and Skills Funding Agency.
5. In circumstances where a sub contractor who acts as an employer provider enters into administration or liquidation, GPSTL will support continuance of training for the learners through its internal centre resource and extensive portfolio of existing employers and where appropriate will engage with new employers to ensure employment status is maintained and learning continued.

Section 4 - Sub-contractor contingency plan responsibility

1. The sub-contractor will advise GPSTL at the earliest opportunity any specific reason (scope for withdrawal) that will affect learner continuation and employer engagement as detailed in Section 2 of this contingency plan.
2. The sub- contractor will work with GPSTL to ensure no employer or learner is disadvantaged as a result of any 'scope for withdrawal' reason.
3. The sub-contractor will recommend potential solutions to ensure employer and learner continuation.
4. The sub-contractor will maintain an open and transparent communication with learners and employers in respect of the need and implementation of a contingency plan
5. In the event of a contingency plan implementation the sub-contractor will ensure the following;
 - a. All learner and employer administration files are passed to GPSTL
 - b. All learner portfolios are passed to GPSTL
 - c. Access to the learner electronic portfolio (where appropriate) is either maintained or where this is not possible all learner evidence is downloaded and hard copy evidence passed to GPSTL
 - d. All learner review and assessment reports are passed to GPSTL

Declaration

GPSTL and its sub-contractor agree to the principles of the sub contract contingency plan if required will implement the requirements of the contingency plan in the event of a scope for withdrawal reason being identified

Sub-contractor representative name (print)	Sub-contractor representative name (signature)	Date

GPSTL representative name (print)	GPSTL representative name (signature)	Date