



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 9

AUDIT & OPEN BOOK

**PROVISION OF ADULT VICTIMS OF MODERN SLAVERY
CARE & CO-ORDINATION SERVICES**

1. Except where an audit is imposed on the Authority by a Regulatory Body, the Authority may, not more than twice in any year and for a period of twelve months following the Contract Period, conduct an audit for purposes including the following purposes:
 - (a) to verify the accuracy of the Contract Price (and proposed or actual Variations to it in accordance with this Contract);
 - (b) to review the integrity, confidentiality and security of the Authority's data held by the Contractor;
 - (c) to review the Contractor's compliance with the DPA, FOIA and any other Laws applicable to the Services;
 - (d) to review the Contractor's compliance with its obligations under clauses 43.2 (Audit) and 43.3 (Audit);
 - (e) to carry out the audit and certification of the Contractor's accounts;
 - (f) to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contractor has used its resources;
 - (g) to verify the accuracy and completeness of any management information delivered or required by this Contract;
 - (h) to ensure that the Contractor is complying with the agreed standards for the Contract.
2. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
3. Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - (i) all information requested by the Authority within the permitted scope of the audit;

- (j) reasonable access to any sites controlled by the Contractor and to any Equipment used (whether exclusively or non-exclusively) in the performance of the Services.
4. The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services against the applicable Service Levels/ KPIs at a level of detail sufficient to verify compliance.
 5. The Authority shall endeavour to (but is not obliged to) provide at least fifteen Working Days notice of its intention to conduct an audit.
 6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Schedule, unless the audit identifies a Material Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
 7. If an audit identifies that:
 - (a) the Contractor has failed to perform its obligations under this Contract in any material manner; the Parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to the Authority required by this Contract, then the remedial plan shall include a requirement for the provision of all such information;
 - (b) the Authority has overpaid the Contract Price; the Contractor shall pay to the Authority the amount overpaid within twenty Working Days. The Authority may deduct the relevant amount from the Contract Price if the Contractor fails to make this payment; and
 - (c) the Authority has underpaid any amount due as part of the Contract Price; the Authority shall pay to the Contractor the amount of the underpayment, less the cost of audit incurred by the Authority if this was due to a Default by the Contractor in relation to invoicing, within twenty Working Days.