

**SCHEDULE 20**

**MANAGEMENT INFORMATION**

**PART 1**

1. The Contractor shall collect the data required under this Schedule 20, maintain a full record of it and provide the data to the Authority in accordance with Clause 39.1(d) of this Agreement on a monthly basis. The Contractor shall provide the data for each month within 10 Business Days after the last day of the applicable month.
2. The Contractor shall ensure the accuracy of the data provided for each item of management information listed in Part 2 of this Schedule 20.
3. The reports generated pursuant to this Schedule 20 are Project Data for the purpose of this Agreement and the Authority shall ensure that the reports are stored in accordance with Clause 39 of this Agreement.
4. The reports generated pursuant to this Schedule 20 shall be generated in nDelius or such other application as the Authority requests from time to time in accordance with Clause 39 of this Agreement.
5. The Authority shall have the right to audit the Contractor's compliance with this Schedule 20 in accordance with Schedule 15 (Audit) and may request additional assurance from the Contractor regarding the management information data as required from time to time.
6. Defined terms that are used in this Schedule 20 but are not defined in Schedule 1 (Definitions) of this Agreement shall have the meaning given to them in the CJA.

## PART 2

### 1. MANAGEMENT INFORMATION FOR DELIVERING THE SENTENCE OF THE COURT

#### 1.1 Sentences

The Contractor shall collect, record and provide the Authority in writing with the number of Allocated Persons and Designated Retained Persons sentenced, within each month in each Contract Year, to:

- (a) an Unpaid Work Requirement;
- (b) a Supervision Requirement;
- (c) an Activity Requirement;
- (d) a Rehabilitation Activity Requirement, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training & Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other);
- (e) a Curfew Requirement;
- (f) a Drug Rehabilitation Requirement;
- (g) an Alcohol Treatment Requirement;
- (h) a Mental Health Treatment Requirement;
- (i) a Programme Requirement;
- (j) an Attendance Centre Requirement as part of a Community Order/Suspended Sentence Order;
- (k) an Attendance Centre Order;

- (l) an Exclusion Requirement; and
- (m) a Prohibited Activity Requirement.

## 1.2 Starts

The Contractor shall collect, record and provide the Authority in writing with the number of Allocated Persons, Designated Retained Persons and, in respect of 1.2(q), only Resettlement Persons, within each month in each Contract Year, who commence:

- (a) an Unpaid Work Requirement;
- (b) a Supervision Requirement;
- (c) an Activity Requirement;
- (d) a Rehabilitation Activity Requirement, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training & Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other);
- (e) a Curfew Requirement;
- (f) a Drug Rehabilitation Requirement;
- (g) an Alcohol Treatment Requirement;
- (h) a Mental Health Treatment Requirement;
- (i) a Programme Requirement;
- (j) an Attendance Centre Requirement as part of a Community Order/Suspended Sentence Order;
- (k) an Attendance Centre Order;
- (l) an Exclusion Requirement;

- (m) a Prohibited Activity Requirement;
- (n) a Residence Requirement;
- (o) a standard Licence condition/Post Sentence Supervision Requirement, by type (Keep in touch, Home visits, Residence, Approved work, Travel, Good behaviour);
- (p) an additional Licence condition/Post Sentence Supervision Requirement, by type (Contact, Prohibited Activity, Residency, Prohibited Residency, Prohibited Contact, Programme, Curfew, Exclusion, Supervision, Non-association, Restricted activity); and
- (q) a non-mandated intervention, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training and Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other).

### 1.3 Completions

The Contractor shall collect, record and provide the Authority in writing with the number of Allocated Persons, Designated Retained Persons and, in respect of 1.3(q) only, Resettlement Persons, within each month in each Contract Year, who complete:

- (a) an Unpaid Work Requirement;
- (b) a Supervision Requirement;
- (c) an Activity Requirement;
- (d) a Rehabilitation Activity Requirement, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training & Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other);
- (e) a Curfew Requirement;
- (f) a Drug Rehabilitation Requirement;
- (g) an Alcohol Treatment Requirement;

- (h) a Mental Health Treatment Requirement;
- (i) a Programme Requirement;
- (j) an Attendance Centre Requirement as part of a Community Order/Suspended Sentence Order;
- (k) an Attendance Centre Order;
- (l) an Exclusion Requirement;
- (m) a Prohibited Activity Requirement;
- (n) a Residence Requirement;
- (o) a standard Licence condition/Post Sentence Supervision Period Requirement, by type (Keep in touch, Home visits, Residence, Approved work, Travel, Good behaviour);
- (p) an additional Licence condition/Post Sentence Supervision Period Requirement, by type (Contact, Prohibited Activity, Residency, Prohibited Residency, Prohibited Contact, Programme, Curfew, Exclusion, Supervision, Non-association, Restricted Activity); and
- (q) a non-mandated intervention, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training & Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other).

#### 1.4 Starts and completions within the month

The Contractor shall collect, record and provide the Authority in writing with the number of Allocated Persons and Designated Retained Persons who, within each month in each Contract Year, start and complete in that month:

- (a) an Unpaid Work Requirement;
- (b) a Supervision Requirement;
- (c) an Activity Requirement;

- (d) a Rehabilitation Activity Requirement, by requirement type (Anger Management, Compliance Breach, Domestic Violence, Education Training & Employment, Hate Crime, Mental Health, Restorative Justice, Sexual Offenders, Substance Misuse, Victim Awareness, Violence Reduction, Other);
- (e) a Curfew Requirement;
- (f) a Drug Rehabilitation Requirement;
- (g) an Alcohol Treatment Requirement;
- (h) a Mental Health Treatment Requirement;
- (i) a Programme Requirement;
- (j) an Attendance Centre Requirement as part of a Community Order/Suspended Sentence Order;
- (k) an Attendance Centre Order;
- (l) an Exclusion Requirement;
- (m) a Prohibited Activity Requirement;
- (n) a Residence Requirement;
- (o) a standard Licence condition/ Post Sentence Supervision Period Requirement, by type (Keep in touch, Home visits, Residence, Approved work, Travel, Good behaviour); and
- (p) an additional Licence condition/ Post Sentence Supervision Period Requirement, by type (Contact, Prohibited Activity, Residency, Prohibited Residency, Prohibited Contact, Programme, Curfew, Exclusion, Supervision, Non-association, Restricted Activity).

## 1.5 Percentage of starts within Business Days

The Contractor shall collect, record and provide the Authority in writing with the percentage of Allocated Persons, Designated Retained Persons and where applicable Resettlement Persons that the Contractor has recorded as commencing each of the requirements in accordance with paragraph 1.1 above, within:

- (a) 0-5 Business Days;
- (b) 6-10 Business Days;
- (c) 11-15 Business Days;
- (d) 16-20 Business Days;
- (e) 21-30- Business Days;
- (f) 31-40 Business Days;
- (g) 41-50 Business Days;
- (h) 51-60 Business Days; or
- (i) 61 plus Business Days,

after the date of that Allocated Person's, Designated Retained Person's or Resettlement Person's court order requirement or Licence commencement, as applicable.

## 1.6 Breach and recall

The Contractor shall collect, record and provide the Authority in writing with the following data:

- (a) Rate of breaches of a court order (as a percentage of the total number of Allocated Persons in the relevant month with a Community Order or an Attendance Centre Order), on last Business Day of the month, broken down by each requirement;

- (b) Rate of Licence recall (as a percentage of the total number of Allocated Persons in the relevant month with a Licence), on the last Business Day of each month, broken down by each requirement;
- (c) Number of Community Order / Suspended Sentence Order breach referrals to the Authority in each month in each Contract Year;
- (d) Number of Community Order / Suspended Sentence Order breach referrals accepted by the Authority in each month in each Contract Year;
- (e) Number of Licence recall referrals to the Authority in each month in each Contract Year;
- (f) Number of Licence recall referrals accepted by the Authority in each month in each Contract Year;
- (g) Number of Post Sentence Supervision Requirement breach referrals to the Authority in each month in each Contract Year; and
- (h) Number of Post Sentence Supervision Requirement breach referrals accepted by the Authority in each month in each Contract Year.

### **1.7 Restarts**

The Contractor shall collect and provide the Authority in writing with the number of Allocated Persons who have a breach enforced or are recalled during their Community Order or Suspended Sentence Order or Licence period and who:

- (a) restart a court order (i.e. are given a penalty to mark the breach) in each month in each Contract Year;
- (b) restart a Licence requirement (i.e. are re-released on their Licence having had it re-issued to reflect the date of release) in each month in each Contract Year;
- (c) having restarted a court order, complete the order in that month; and
- (d) having restarted a Licence requirement, complete the requirement in that month.

### **1.8 Transfers**

The Contractor shall collect and provide the Authority in writing with the following data:

- (a) number of Allocated Persons who have been transferred from the Contractor to another Community Rehabilitation Company in each month;

- (b) number of Allocated Persons who have been transferred to the Contractor from another Community Rehabilitation Company in each month;
- (c) number of cases referred to the Authority in its capacity as provider of the NPS pursuant to Clause 3.11(a)(ii) in each month; and
- (d) number of cases referred to the Authority in its capacity as provider of the NPS that are accepted by the Authority in each month.

## 1.9 Face to face contacts

The Contractor shall collect and provide the Authority in writing with the following data:

- (a) percentage of Allocated Persons who are subject to a Community Order or a Suspended Sentence Order and who have face to face contact with the Contractor:
  - (i) within 5 Business Days;
  - (ii) within 6 - 10 Business Days;
  - (iii) within 11 - 15 Business Days; or
  - (iv) within 16 or more Business Days,after allocation to the Contractor; and
- (b) percentage of Allocated Persons who are released from custody on Licence or a Post Sentence Supervision Requirement and who have face to face contact with the Contractor:
  - (i) within 1 Business Day;
  - (ii) within 2-5 Business Days;
  - (iii) within 6-10 Business Days;
  - (iv) within 11-15 Business Days; or

- (v) within 16 or more Business Days,  
  
after being released from custody.

## 2. MANAGEMENT INFORMATION FOR PUBLIC PROTECTION

The Contractor shall collect and provide the Authority in writing with the following in each month in each Contract Year:

- (a) Percentage of Allocated Persons and Resettlement Persons for whom the Contractor has completed a Risk Assessment in that month:
  - (i) within 2 Business Days;
  - (ii) within 3-5 Business Days;
  - (iii) within 6-10 Business Days;
  - (iv) within 11-15 Business Days; or
  - (v) within 16 or more days,  
  
after allocation to the Contractor, and disaggregated by risk level and sentence type;
- (b) percentage of Allocated Persons for whom the Contractor has completed a risk review pursuant to OM 22 in Schedule 7 in that month:
  - (i) within 5 Business Days;
  - (ii) within 6-10 Business Days;
  - (iii) within 11-20 Business Days;
  - (iv) within 21-30 Business Days;
  - (v) within 31-60 Business Days;
  - (vi) within 61-90 Business Days;

- (vii) within 90-180 Business Days;
- (viii) within 180-270 Business Days;
- (ix) within 271-360 Business Days; or
- (x) within 361 or more Business Days,

since the previous risk identification or review, and disaggregated by risk level and sentence type;

- (c) percentage of the total number of risk reviews for Allocated Persons undertaken by the Contractor within that month triggered by:
  - (i) breach by the Allocated Person of the Sentence of the Court;
  - (ii) change in substance misuse;
  - (iii) loss of significant other;
  - (iv) loss of employment;
  - (v) new employment;
  - (vi) new relationship; or
  - (vii) other significant event;
- (d) details of all actions taken by the Contractor recorded on case management system following a risk review of an Allocated Person pursuant to OM22, including the number of actions that in that month:
  - (i) result in a case being referred to the Authority in its capacity as provider of the NPS;
  - (ii) result in increased frequency of contact between the Contractor and the Allocated Person;
  - (iii) result in reduced frequency of contact between the Contractor and the Allocated Person; and

- (iv) result in a case being referred to intervention;
- (e) percentage of the total number of cases that are referred to the Authority in its capacity as provider of the NPS in that month:
  - (i) within 1 Business Day;
  - (ii) within 2-3 Business Days;
  - (iii) within 4-5 Business Days;
  - (iv) within 6-10 Business Days;
  - (v) within 11-15 Business Days;
  - (vi) within 16-20 Business Days; or
  - (vii) within 21 or more Business Days,following that risk review;
- (f) number of Serious Further Offences that the Contractor is aware have been committed, or are alleged to have been committed, by an Allocated Person or Designated Retained Person in that month;
- (g) number and proportion of Emergency Recall occurrences in that month where relevant information requested by the Authority pursuant to Paragraph 5(a) of Schedule 10 was not provided within 24 hours of the request;
- (h) number Standard Recall occurrences which requires the preparation of the review of the Plan in that month that are sent to NPS within 0-1 Business Days, 2-3 Business Days, 4-5 Business Days, 6-10 Business Days, 11-15 Business Days, 16-20 Business Days, 21 or more Business Days, in each case, after the requirement to review the Plan;
- (i) percentage of the total number of Resettlement Persons that are Retained Persons in that month whose Resettlement Plan is provided to the Authority pursuant to Paragraph 11(a) in Schedule 10 more than one Business Day after the Resettlement Plan has been produced; and

- (j) percentage of the total number of Resettlement Persons that are Allocated Persons of a Home CRC in that month whose Resettlement Plan is provided to the Home CRC pursuant to Paragraph 11(a) in Schedule 10 more than one Business Day after the Resettlement Plan has been produced.

### **3. MANAGEMENT INFORMATION FOR REDUCING REOFFENDING**

The Contractor shall collect, record and provide the Authority in writing with the following data for each month in each Contract Year:

- (a) Number of Allocated Persons on caseload;
- (b) Number of Designated Retained Persons to whom the Contractor is providing services;
- (c) Number of Resettlement Persons to whom the Contractor is providing services;
- (d) Percentage of Allocated Persons subject to an order or Licence in settled accommodation on completion of that order / Licence;
- (e) Percentage of Allocated Persons subject to an order or Licence in employment on completion of that order/Licence; and
- (f) Percentage of Allocated Persons subject to an order or Licence in education or training on completion of that order/Licence.

### **4. MANAGEMENT INFORMATION FOR APPLICABLE PERSONS**

The Contractor shall provide the Authority in writing with the following data in respect of each Allocated Person, Resettlement Person and Designated Retained Person for each month in each Contract Year:

- (a) post code;
- (b) Applicable Person identification number - PNC, nDelius number, other unique identifier;
- (c) whether the person is an Allocated Person or a Designated Retained Person;
- (d) whether the person was given unconditional release from a prison sentence of under 12 months;
- (e) index offence/offence type;

- (f) date of sentence;
- (g) sentence length;
- (h) sentence type and requirements;
- (i) criminogenic needs;
- (j) ethnicity;
- (k) gender;
- (l) sexual orientation;
- (m) disability assessment;
- (n) religion;
- (o) date of birth;
- (p) marital status;
- (q) whether the person is pregnant;
- (r) whether the person has declared that they are undergoing gender reassignment;
- (s) sentence completion date; and
- (t) reason for completion.

**5. MANAGEMENT INFORMATION FOR ACCREDITED PROGRAMMES**

The Contractor shall collect, record and provide the Authority in writing with the following data in each month in each Contract Year:

- (a) the total number of each type of Accredited Programme that are delivered by the Contractor;

- (b) demographic information for each Allocated Person or Designated Retained Person who is referred to an Accredited Programme;
- (c) information relating to the diversity and responsiveness (as further described in the Accredited Programme Manual) of each Applicable Person or Designated Retained Person who is referred to an Accredited Programme;
- (d) all relevant information about the suitability of an Applicable Person or Designated Retained Person to the relevant Accredited Programme;
- (e) the reasons for any non-starters and exclusions after referral of an Allocated Person or Designated Retained Person to an Accredited Programme;
- (f) number of Allocated Persons or Designated Retained Persons that complete an Accredited Programme;
- (g) notification of the failure by an Applicable Person or Designated Retained Person to complete an Accredited Programme or any part of it;
- (h) group number, group size, session attendance and frequency of session delivery;
- (i) names of facilitators and Treatment Manager assigned to each group and session;
- (j) assessment and training information as may be requested in line with Quality Assurance Arrangements; and
- (k) session Recordings as may be requested in line with Quality Assurance Arrangements.

## **6. MANAGEMENT INFORMATION FOR QUALITY ASSURANCE**

The Contractor shall provide the Authority in writing with the following data in respect of all Offender Surveys completed in each month in each Contract Year:

- (a) a summary of the findings and feedback from the totality of the Offender Surveys conducted in accordance with Clause 9; and
- (b) if requested by the Authority, copies of the Offender Surveys and details of any feedback relating to any specified Applicable Persons.

## 7. MANAGEMENT INFORMATION FOR HUMAN RESOURCES

The Contractor shall collect, record and provide the Authority in writing:

- (a) the number of Contractor Personnel who have been authorised to act as an officer of the Contractor for the provision of probation services for the purposes of Section 9(2)(b) of the OMA that the Contractor has;
- (b) the number of Contractor Personnel who have had their authorisation withdrawn, in each month in each Contract Year: and
- (c) the number of Contractor Personnel in the following categories:
  - (i) Middle Managers;
  - (ii) Authorised Officers - Probation Qualification VQ5 or equivalent;
  - (iii) Authorised Officers - Probation Qualification VQ3 or equivalent;
  - (iv) Authorised Officers - Bidder competency qualification (as described in bidder responses);
  - (v) Non Authorised Officer - Practice Assessor / Supervisors (unqualified);
  - (vi) Non Authorised Officer - Practice Assessor / Supervisors (unqualified);
  - (vii) Volunteers;
  - (viii) Case Administrators;
  - (ix) Volunteer Coordinators/Managers;
  - (x) Vacancies in front office staff;
  - (xi) Directors;
  - (xii) Assistant Directors;

- (xiii) Non Operational Managers;
- (xiv) Partnership Managers;
- (xv) Receptionist;
- (xvi) Finance;
- (xvii) HR; and
- (xviii) ICT.

## **8. MANAGEMENT INFORMATION FOR COMPLAINTS**

The Contractor shall collect, record and provide the Authority in writing with the following data in respect of each month in each Contract Year:

- (a) the number of complaints received;
- (b) the number of resolved complaints;
- (c) the number of Ombudsman enquiries received; and
- (d) the number of Ombudsman enquiries resolved.

## **9. OTHER MANAGEMENT INFORMATION**

### **9.1 Finance**

The Contractor shall collect, record and provide the Authority in writing with the following information relating to the Contractor in each Contract Year (unless otherwise requested by the Authority):

- (a) Balance Sheet as at the Authority required reporting period;
- (b) Statement position, in month, year-to-date and rolling 12 month forecast;

- (c) Profit & Loss Account. To include in month, financial year to date performance, and rolling 12 month forecast;
- (d) Revenue to present sources and value of third party income;
- (e) Exceptions Narrative on financial performance and position; including material movements in management accounts. The Authority will provide a management accounts reporting template;
- (f) Ratio Analysis Exception Report. The Authority will provide a reporting template;
- (g) Audited Financial Statements in accordance with UK GAAP;
- (h) Credit Rating Experian Report;
- (i) The Authority will advise on the Credit Rating threshold at which the provider is required to report; and
- (j) Details of sub-contractors and the value of the sub contract; including the level of financial risk passed down to the sub-contractor (e.g. via PbR or service credits). The Authority will provide a reporting template.

## **9.2 Health and Safety**

The Contractor shall collect, record and provide the Authority in writing with the following information relating to the Contractor in each Contract Year (unless otherwise requested by the Authority):

- (a) details of the Contractor Personnel responsible for ensuring the Contractor's compliance with Clause 20.6 and Clause 24;
- (b) details of any incidents or hazards that arise in the performance of this Agreement with respect of occupational health, safety and fire; and
- (c) all records and information in relation to risk assessments and progress of immunisation programmes against relevant diseases in accordance with the Green Book (as defined in Clause 20.6).