

AUTHORITY: The Secretary of State for the Home Department

Schedule R – Contract Management

Yarl's Wood IRC

CONTENTS

1. SCOPE AND DEFINITIONS3

2. OBJECTIVES.....3

3. RELATIONSHIP PRINCIPLES.....3

4. CONTRACT MANAGEMENT FRAMEWORK.....4

5. CONTRACT MANAGEMENT STRUCTURE.....4

6. ESCALATION6

7. RISK MANAGEMENT7

SCHEDULE R - CONTRACT MANAGEMENT

1. SCOPE AND DEFINITIONS

- 1.1. The Contractor and the Authority shall comply with the management principles set out within this Schedule with respect to the delivery of the Services and the management of this Contract.
- 1.2. This Schedule covers the following topics:
 - 1.2.1. The objectives and relationship principles of the contractual arrangement;
 - 1.2.2. The management plans and policies which the Authority requires the Contractor to develop maintain and use to manage the operation of this Contract;
 - 1.2.3. The management framework required for monitoring and managing the performance of this Contract;
 - 1.2.4. The organisational structure to be adopted by the parties to deliver the Contract management function.
 - 1.2.5. Contractual Risk Management

2. OBJECTIVES

- 2.1. The primary objective of the Contract management process is to ensure that the delivery of the Services is planned, monitored and controlled effectively, in the manner set out in this Schedule.
- 2.2. The objective is achieved through management of the relationship between the Authority and the Contractor that is structured to achieve:
 - 2.2.1. The regular review of strategic progress of this Contract and the addressing of any issues arising;
 - 2.2.2. The day-to-day management of this Contract;
 - 2.2.3. The effective and regular review of the Contractor's current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements;
 - 2.2.4. The operation of the dispute resolution procedure as set out in Clause 77 (*Dispute Resolution*) of the Contract.
 - 2.2.5. Effective Risk Management

3. RELATIONSHIP PRINCIPLES

- 3.1. Both parties shall observe the following relationship principles throughout the duration of the Contract:
 - 3.1.1. the parties shall operate under shared objectives, values and behaviours which shall be agreed between the parties from time to time;

- 3.1.2. mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved;
- 3.1.3. recognition that the successful delivery of the Services relies on the strength of the relationships between the parties and a commitment to work together to deliver the Services and any agreed or required Service improvements;

4. CONTRACT MANAGEMENT FRAMEWORK

- 4.1. The Contract management framework shall be formed of two groups further explained in paragraph 5. The two groups are:
 - 4.1.1. An **Operational Review Group** (which shall mean the Authority's Contract Manager, the Contractor's Contract Manager, the IRC Home Office Manager and any such individuals as agreed between the parties from time to time) which will be responsible for day to day matters regarding the management and performance of this Contract.
 - 4.1.2. A **Contract Management Group** (which shall mean the Authority's Senior Contract Manager, the Authority's Detention Operations Area Manager, the Contractor's Centre Manager and any such individuals as agreed between the parties from time to time) which will be responsible for strategic review and oversight of the performance and management of the contract.

5. CONTRACT MANAGEMENT STRUCTURE

Operational Review Group

- 5.1. Both parties shall nominate a Contract Manager who, in conjunction with the Home Office Manager, shall have prime responsibility for the provision of the Services.
- 5.2. The major responsibilities for discharging routine day-to-day Contract management functions lie with the Authority's Contract Manager, the Home Office Manager and the Contractor's Contract Manager and shall include:
 - 5.2.1. Attending a monthly Operational Review meeting;
 - 5.2.2. Review of performance data and key performance indications;
 - 5.2.3. Agreement of Service Credits associated with key performance indicators;
 - 5.2.4. Processing of Contract Change Notices;
 - 5.2.5. Verification and authorisation of invoices; and
 - 5.2.6. Keeping the Contract continually up to date.
- 5.3. The Contract Managers shall be responsible for:
 - 5.3.1. initial attempts at all dispute and problem resolution; and
 - 5.3.2. the co-ordination of communication and action relating to all aspects of this Contract.
- 5.4. The parties shall ensure that the Operational Review Group fulfil and comply with the

following requirements:

- 5.4.1. The Operational Review meeting shall be held monthly and usually not later than the end of the second full week of each Month. The Authority or the Contractor may call “Ad hoc” meetings on reasonable notice at any time to address specific issues.
 - 5.4.2. Jointly review the performance of the Services including but not limited to managing risk, incidents, complaints and change control.
 - 5.4.3. All parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between, and otherwise to, the two Contract Managers and the Home Office Manager at all times during Working Hours. If for any reason, these lines of communication cannot be maintained at any time, the relevant party shall ensure that an alternative point of contact is established with the other so that any issue for which action is required is progressed during the relevant party’s unavailability.
 - 5.4.4. All parties shall establish effective and direct lines of communication at all times outside of Working Hours. They shall ensure that an executive decision capability is provided during those periods for the purposes of emergency response and administering the Services to be delivered under this Contract.
- 5.5. Operational Review meetings shall be chaired by the IRC Home Office Manager.
- 5.5.1. Minutes shall be taken by the Contractor’s Contract Manager and, following approval by the Authority, they shall be circulated with an action log detailing agreed actions to be carried out, to the Contract Management Group and copied to the Authority’s Strategic and Commercial Director.
 - 5.5.2. Actions arising from the Contract Management meetings shall only be deemed closed when the parties have agreed them to be closed at an Operational Review Group meeting or expressly in writing.
 - 5.5.3. In the event that a Contract Manager or Home Office Manager is unable to attend the Operational Review meetings, such meeting shall be attended by a suitably empowered deputy, or a representative who is equivalent of, or more senior member of the Contractor’s personnel than the Contract Manager.

Contract Management Group

- 5.6. The Contract Management Group shall be responsible for developing the strategic direction of the Contract and assessment of performance of the Contract in regard to:
- 5.6.1. Service provision;
 - 5.6.2. Performance and quality management;
 - 5.6.3. Reviewing and agreeing strategic plans;
 - 5.6.4. Risk management;
 - 5.6.5. Commercial, legal and media issues; and
 - 5.6.6. Other issues that may effect the strategic direction of the Contract from time to time.
- 5.7. Quarterly Contract Review Meetings (QCRM) will be attended by:
- 5.7.1. The Contractor’s Centre Manager and Contract Manager

5.7.2. The Authority's Area Manager and Home Office Manager

5.7.3. The Authority's Senior Contract Manager and Contract Manager

5.7.4. Any such other persons as the parties may agree or the Authority shall reasonably require.

5.8. The following summarises the minimum required contract management interaction at each level.

Level	Authority Representatives	Service Provider Representatives	Frequency
1	Home Office Manager	Centre Manager	Weekly
2	Home Office Manager and Contract Manager	Contract Manager and Centre Manager	Monthly
3	Home Office Manager, Area Manager, Contract Manager and Senior Contract Manager	Contract Manager and Centre Manager	Quarterly

6. ESCALATION

6.1. In the event of any queries, issues, complaints relating to the performance of the Contract the following escalation process shall be adhered to prior to the utilisation of Clause 77 (*Dispute Resolution*) of the Contract.

Operational issues

Level of Escalation (Level 3 = highest)	Authority's Key Representatives for Escalation	Contractor's Key Representatives for Escalation
1	IRC Home Office Manager	Operational Services Lead
2	Home Office Area Manager and/or Senior Contract Manager	Centre Director and/or Contract Manager
3	Home Office Head of Operations (Returns Directorate)	Senior Named Representative

Contractual issues

Level of Escalation (Level 3 = highest)	Authority's Key Representatives for Escalation	Contractor's Key Representatives for Escalation
1	Contract Manager	Contract Manager
2	Contract Management Group	Contract Management Group
3	Home Office Deputy Director Commercial (Senior Named Representative)	Senior Named Representative

Note: Level 3 is the highest contractual escalation point.

7. RISK MANAGEMENT

- 7.1. The Service provider and Authority shall work collaboratively to ensure that any risks in relation to Service provision are managed effectively to minimise potential impacts to the Authority's business and welfare of those in its' charge.
- 7.2. The Service Provider shall adopt the Authority's approved processes, and documentation for managing and reporting contractual risks, including but not limited to:
 - 7.2.1. Proactively managing the identification and management of risks
 - 7.2.2. Reporting risks to the Authority for inclusion in the Contract Risk Register, including an assessment of likelihood and impact of the risk and the likely effect should the risk materialise.
 - 7.2.3. Taking ownership of assigned risks to ensure that mitigations are put in place, and where required contingency plans are created and agreed with the Authority.
 - 7.2.4. Report to the Authority, at the agreed timescales upon any changes in the severity of the risks assigned, and immediately should there be material change in the risk.
 - 7.2.5. Participation in regular formal reviews of the Risk Register, which shall be a shared document maintained by the Authority.
 - 7.2.6. Participation in Risk Workshops as required
- 7.3. The Service provider shall immediately report to the Authority any significant risks, along with an initial assessment. These risks shall include, but not be limited to:
 - 7.3.1. Significant risks affecting safety, or security
 - 7.3.2. Significant risks to detainee welfare or regime provision
 - 7.3.3. Significant risks to Authority assets, or risks that could have a significant financial impact upon the Authority
 - 7.3.4. Any risk associated with the contract that could expose the Authority to reputational damage, or publicity
 - 7.3.5. Any risk associated with the Service Provider, Subcontractor, or wider Service Provider Group (E.g. Parent Company) that could expose the Authority to reputational damage, or publicity
 - 7.3.6. Any other significant risk.
- 7.4. For any risk under paragraph 7.3 of this schedule, the Service provider shall formulate mitigation plans, and produce contingency plans for approval by the Authority with 5 days, or other timescale specified by the Authority.