Home Office

AUTHORITY: The Secretary of State for the Home Department

Schedule S – Governance

Part 1

Escorting Services

THE CONTRACT

Document	Title
Main Terms	Services Agreement
Schedules	
A	Insurances
B	Mobilisation & Permit to Operate
	Part 1 - Requirements
	Part 2 - Response
C	Testing Procedures
D	Service Requirements
	Part 1 – Service Specification
D1	Management Services
D2	Core Services
D3	In-Country Escorting
D4	Overseas Escorting
D5	Holding Rooms
D6	Residential Short Term Holding Facilities
D7	Juxtaposed Controls
D8	Glossary
	Part 2 – Service Response
E	Guarantee
F	Payment Mechanism
G	Performance Evaluation and Service Unavailability
H	Innovation and Partnership Agreement
I	Commercially Sensitive Information
J	Dispute Resolution Procedure
K	Notified Key Sub-contractors
L	Change Control Procedures
M	Key Personnel
N	Exit Management
	Part 1 - Requirements
	Part 2 - Response
O	Service Improvement
P	Financial Distress
Q	Financial Reports and Audit Rights

Document	Title
R	IT Systems Requirements
	Part 1 – IT Systems Requirements
	Part 2 – IT Systems Solution
S	**Governance**
	Part 1 - Requirements
	Part 2 - Response
T	Standards
U	Security Management
V	Business Continuity and Disaster Recovery
W	Payments on Termination
X	Reports and Records Provisions
Y	Third Party Contracts
Z	Staff Transfer
Appendix 1	Evaluators' Clarification Questions
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1. SCOPE

1.1. The Supplier 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 Agreement.

1.2. This Schedule covers the following topics:

a) the objectives and relationship principles of the contractual arrangement;

b) the management plans and policies which the Authority requires the Supplier to develop, maintain and use to manage the operation of this Agreement;

c) the management framework required for monitoring and managing the performance of this Agreement;

d) the organisational structure to be adopted by the Parties to deliver the contract management function;

e) contractual risk management; and

f) a review forum to enable significant issues such as policy and legislation and their impact on Service delivery

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 Supplier that is structured to achieve:

a) the regular review of strategic progress of this Agreement and the addressing of any issues arising;

b) the day-to-day management of this Agreement;

c) the effective and regular review of the Supplier's current and future delivery of the Services, including the identification and agreement of any shortfalls and improvements;

d) the operation of the Dispute Resolution Procedure; and

e) effective risk management.

2.3 In addition, this Schedule contains (at Paragraph 8) a higher level governance structure that enables the Supplier and the Authority to bring specific significant issues which are likely to impact on Service delivery (including cost) to the table. These could include a review of the Collar and Performance Threshold Mechanisms; impact of legislation and

policy and/or major additional work that the Authority wishes the Supplier to deliver.

3. RELATIONSHIP PRINCIPLES

3.1. Both Parties shall observe the following relationship principles throughout the duration of the Agreement:

a) the Parties shall operate under shared objectives, values and behaviours which shall be agreed between the Parties from time to time, and reviewed annually;

b) mutual trust based on openness and honesty about how the relationship is working and what issues in relation to it need to be resolved;

c) 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; and

d) full commitment to the innovation and partnership principles agreed in the Innovation and Partnership Agreement.

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:

a) A "**Commercial and Operational Review Group**" which will be responsible for day to day matters regarding the management and performance of this Agreement. This group shall contain the persons in Table S.1 and any such individuals as required by the Authority from time to time:

Table S.1 – Commercial and Operational Review Group

Authority Representatives	Suppliers Representatives
G6 – Head of DS Operations	Supplier's Head of Operations.
G7 – DEPMU Operations	Supplier's Senior Operational Manager -(s)
G7 - DEPMU Delivery Manager	Supplier's Contract Manager
G6 - Senior Commercial Manager	Other persons as required
G7/SEO - Returns Logistics and Airline Ticketing	
SEO - DEPMU	
SEO - Assistant Commercial Manager	
Other persons as required	

b) A "**Strategic Contract Review and Delivery Group**" which will be responsible for strategic review and oversight of the performance and management of the Agreement. This group shall contain the persons in Table S.2 and any such individuals as required by the Authority from time to time:

Table S.2 – Strategic Contract Review and Delivery Group

Authority Representatives	Supplier's Representatives
G5 – Detention and Escorting Services / G5 Commercial Business Partner	Supplier's Managing Director
G6 - Senior Commercial Manager	Supplier's Head of Operations
G6 – Head of Detention Operations	Supplier's Contract Manager
G7 – DEPMU Operations	Other persons as required
G7 – DEPMU Delivery Manager	
G7 – Returns Logistics and Airline Ticketing (Optional)	
Other persons as required	

5. CONTRACT MANAGEMENT STRUCTURE

5.1. COMMERCIAL AND OPERATIONAL REVIEW GROUP

5.1.1. Both Parties shall nominate a Contract Manager who, in conjunction with relevant Authority operational managers, shall have primary responsibility for the governance of the provision of the Services.

5.1.2. The major responsibilities for discharging routine day-to-day contract management functions lie with the Authority Representative, relevant Authority operational managers and the Supplier Representative and shall include:

a) attending a monthly commercial and operational review meeting;

b) review of performance data and key performance indicators;

c) assessment of Service Credits accruing under the Agreement;

d) discussion of operational level changes and innovations;

e) processing of Change Authorisation Notes, and commercial issues;

f) risk management, including maintenance of the joint contract risk register; and

g) keeping the Agreement continually up to date.

5.1.3. The Contract Managers shall be responsible for the co-ordination of communication and action relating to all aspects of this Agreement.

5.1.4. The Parties shall ensure that the Commercial and Operational Review Group fulfils and complies with the following requirements:

a) the Commercial and Operational Review Group meeting shall be held monthly and usually not later than the end of the second full week of each month. The Authority or the Supplier may call ad hoc meetings on reasonable notice at any time to address specific issues;

b) the members of the Commercial and Operational Review Group shall jointly review the performance of the Services, including but not limited to managing risk, incidents, complaints and change control;

c) all Parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between, and otherwise to, members of the Commercial and Operational Review Group, and Authority and Supplier operational managers, as required to ensure effective management of the Agreement and Service delivery at all times. 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;

d) Both 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 Agreement.

Commercial and Operational Review meeting

5.1.5. Commercial and Operational Review Group meetings shall be chaired on a rotating basis between the Authority and the Supplier.

5.1.6. The Supplier shall take the minutes, and shall circulate these for comment and Authority approval within 5 Working Days. Following agreement of the minutes, they shall be formally circulated with an action log detailing agreed actions to be carried out, to attendees and copied to others as required from time to time.

5.1.7. Monthly management information reports shall be reviewed at the Commercial and Operational Review Group meeting and any performance issues shall be discussed.

5.1.8. Actions arising from the Commercial and Operational Review Group meetings shall only be deemed closed when the Parties have agreed them to be closed at a Commercial and Operational Review Group meeting or expressly in writing.

5.1.9. In the event that a required attendee is unable to attend the Commercial and

Operational Review Group meeting, such meeting shall be attended by a suitably empowered deputy.

5.2. STRATEGIC CONTRACT REVIEW AND DELIVERY GROUP

5.2.1. The Strategic Contract Review and Delivery Group shall be responsible for developing the strategic direction of the Agreement and assessment of overall performance of the Agreement in regard to:

a) Service provision;

b) performance and quality management;

c) reviewing and agreeing strategic plans and developments, including Authority priorities;

d) risk management, including review of joint contract risk register;

e) commercial, legal, and budgetary issues;

f) other issues that may affect the strategic direction of the Agreement from time to time;

g) considering and approving Service Improvements; and

h) providing strategic support to the Innovation and Partnership Agreement.

5.2.2. The parties shall ensure that the Strategic Contract Review and Delivery Group fulfils and complies with the following requirements:

a) the Strategic Contract Review and Delivery Group meeting shall be held quarterly. The Authority or the Supplier may call ad hoc meetings on reasonable notice at any time to address specific issues;

b) the Strategic Contract Review and Delivery Group shall jointly review the performance of the Services including but not limited to items in Paragraph 5.2.1 above;

c) the Parties shall make reasonable endeavours to ensure the effective and direct lines of communication are maintained between members of the Strategic Contract Review and Delivery Group as required to ensure effective management of the Agreement and Service delivery. 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;

d) the 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 Agreement;

e) the Strategic Contract Review and Delivery Group shall act as the route of escalation for issues that cannot be resolved at the Commercial and Operational Review Group level. The Strategic Contract Review and Delivery Group shall also issue direction to the Commercial and Operational Review Group where this is required; and

f) the Parties shall provide support, advice and direction, as well as senior management mandate, to the Innovation and Partnership Agreement and meetings held under it. Should issues be encountered at the Innovation and Partnership Agreement meetings that cannot be resolved, the Strategic Contract Review and Delivery Group should determine whether this issue can be resolved by themselves or needs to be escalated in accordance with the process specified under the Innovation and Partnership Agreement as per Schedule H of this Agreement.

Strategic Contract Review and Delivery Group meeting

5.2.3. Strategic Contract Review and Delivery Group meetings shall be chaired on a rotating basis by the Authority and the Supplier.

5.2.4. The Supplier shall take the minutes, and shall circulate these for comment and Authority approval within 5 Working Days. Following agreement of the minutes, they shall be formally circulated with an action log detailing agreed actions to be carried out, to attendees and copied to others as required from time to time.

5.2.5. A strategic performance report, the content of which shall be agreed with the Authority, shall be prepared for each meeting by the Supplier and reviewed at the Strategic Contract Review and Delivery Group meeting, and any performance or strategic issues discussed.

5.2.6. Actions arising from the Strategic Contract Review and Delivery Group meetings shall only be deemed closed when the Parties have agreed them to be closed at a Strategic Contract Review and Delivery Group meeting or expressly in writing.

5.2.7. In the event that a required attendee is unable to attend a Strategic Contract Review and Delivery Group meeting, such meeting shall be attended by a suitably empowered deputy, or a representative.

5.3. CONTRACT MANAGEMENT INTERACTIONS

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

Table S.3 – Contract Management Interactions

Level	Authority Representatives	Supplier Representatives	Frequency
1	Authority's Operational Managers SEO DEPMU (Monitoring) HEO Assistant Commercial Manager and/or SEO Assistant Commercial Manager	Operational Managers	As required
2	G7 DEPMU Operations/G7 DEPMU Delivery Manager Senior Commercial Manager and/or SEO Assistant Commercial Manager Authority Operational Managers (as required)	Contract Manager Operational Manager	Monthly
3	G6 Head of Detention Operations and/or G7's DEPMU Senior Commercial Manager and/or SEO Assistant Commercial Manager Authority Operational Managers (as Required)	Supplier's Senior Manager Contract Manager	Quarterly

6. ESCALATION

6.1. In the event of any queries, issues, complaints or Disputes relating to the performance of the Agreement the following escalation process shall be adhered to prior to the issuing of a Dispute Notice.

Operational Issues

Table S.4 – Operational Issue Escalation

Level of Escalation (Level 3 is the highest)	Authority's Key Representatives for Escalation	Suppliers' Key Representatives for Escalation
1	SEO DEPMU Monitoring (and Contract Manager/Senior Contract Manager as required)	Operational Services Lead and/or Contract Manager
2	G7's DEPMU (and Assistant Commercial Manager / Senior Commercial Manager as required)	Contract Manager and/or Supplier Senior Manager
3	G6 Head of Detention Operations (and Senior Commercial Manager as required)	Senior Named Representative and/or Supplier Senior Manager

Commercial Issues

Table S.5 – Commercial Issue Escalation

Level of Escalation (Level 3 is the highest)	Authority's Key Representatives for Escalation	Supplier's Key Representatives for Escalation
1	HEO Assistant Commercial Manager and/or SEO Assistant Commercial Manager (and SEO DEPMU as required)	Contract Manager
2	Senior Commercial Manager and/or SEO Assistant Commercial Manager (and G7's DEPMU as required)	Supplier Senior Manager and/or Contract Manager
3	Senior Commercial Manager. (and G6 Head of Detention Operations/ G7's DEPMU)	Senior Named Representative and/or Supplier Senior Manager

6.2. The above tables represent the lead escalation points for issue resolution, but other representatives of each Party may be involved in the process as required.

7. RISK MANAGEMENT

7.1. The Supplier 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 Supplier shall adopt the Authority's approved processes and documentation for managing and reporting contractual risks, including but not limited to:

a) proactively managing the identification and management of risks;

b) reporting risks to the Authority for inclusion in the jointly owned contract risk register, including an assessment of likelihood and impact of the risk and the likely effect should the risk materialise;

c) 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;

d) 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;

e) participation in regular formal reviews of the risk register, which shall be a shared document maintained by the Authority; and

f) participation in risk workshops as required by the Authority.

7.3. The Supplier shall immediately report to the Authority any significant risks, along with an initial assessment. These risks shall include, but not be limited to:

a) significant risks affecting safety, or security;

b) significant risks to detainee's or other travellers' welfare;

c) significant factors or circumstances that may impact the effective delivery of the Services under the Agreement;

d) significant risks to Authority assets, or risks that could have a significant financial impact upon the Authority;

e) any risk associated with the Agreement that could expose the Authority to reputational damage, or publicity;

f) any risk associated with the Supplier, a Sub-contractor, or any Supplier Affiliate that could expose the Authority to reputational damage, or publicity; and/or

g) any other significant risk.

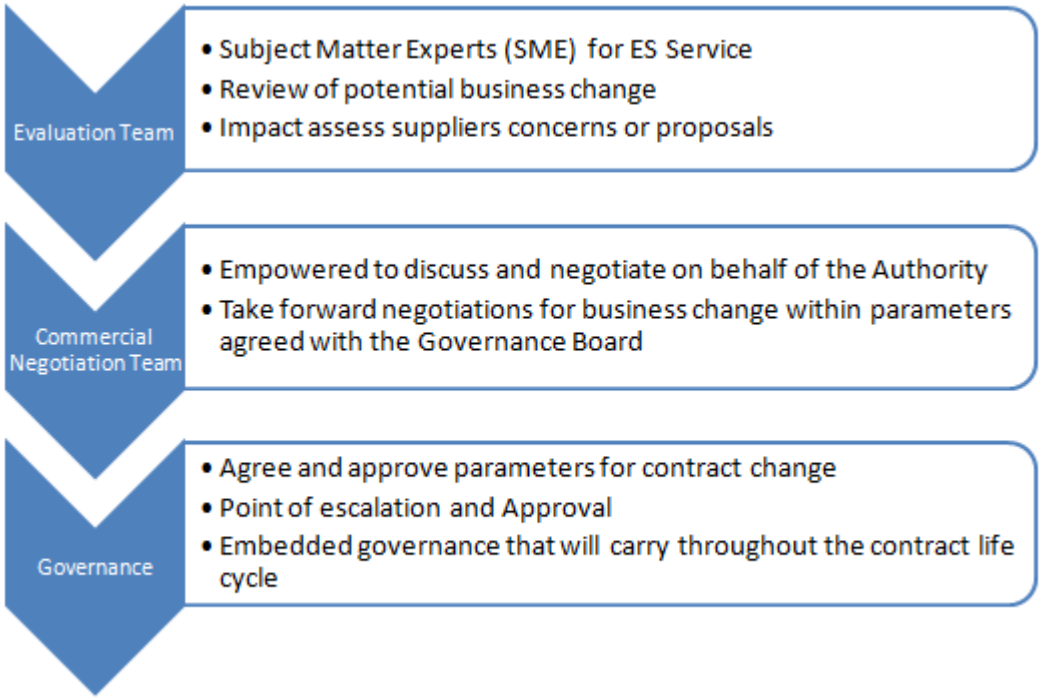
7.4. For any risk under paragraph 7.3 the Supplier shall formulate mitigation plans, and produce contingency plans for approval by the Authority within 5 days of becoming aware of the risk, or other timescale specified by the Authority.

8. GOVERNANCE AND REVIEW FORUM

8.1 The Parties shall put in place a higher level governance structure (the "**Governance and Review Forum**") which enables either of them to bring any specific, significant issues that are likely to, or will, impact upon the Service to the table. The structure of the Governance and Review Forum is further described in Paragraphs 8.2 to 8.5 below.

8.2. The Governance and Review Forum shall operate at a higher level than the more routine commercial and operational structures described in Paragraphs 5 and 6 of this Schedule S.

8.3 The Parties shall only bring specific issues which relate to significant changes (such as material legislative and policy changes which will, or are likely to, impact directly on the delivery of the Services) to the Governance and Review Forum.



8.4 The focal point of the Governance and Review Forum will be the Commercial Contract Management Team represented by Senior Commercial, Portfolio and Service representatives from the Authority's Immigration Enforcement Team. Senior personnel from the Supplier (representation would be as per the bidders' team during the CPN procurement)

8.5 The Governance and Review Forum shall be convened by either Party on giving 10 days' notice to the other of the specific issue(s) which relate to significant changes which they wish to discuss. The Party proposing the meeting shall submit an agenda, together with any supporting evidence or documentation, not less than one working week in advance of the proposed meeting.

8.6 During the proceedings of the Governance and Review Forum the tabled matters will be discussed, clarified and negotiated by the Parties and any relevant actions shall be assigned. In the event that actions cannot be agreed, they shall be escalated to the Governance Board