

Schedule 20 - Management Information

1 General

1.1 The Contractor grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to:

- (a) use and share with:
 - (i) any Crown Body;
 - (ii) any other Contracting Authority; and
 - (iii) any other third party as may be agreed by the Authority and the Contractor from time to time (such Contractor's agreement not to be unreasonably withheld); and/or
- (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including but not limited to administering this Contract, monitoring public expenditure, identifying savings or potential savings and planning future procurement activity.

2 Management Information and Format

2.1 The Contractor agrees to provide timely Management Information and/or MI Reports to the Authority which incorporates the data listed below, in the correct format, and which the Contractor represents and warrants are full, accurate and complete as at the date of provision to the Authority.

Management Information required	Frequency or date required by
All MI relating to Customer Service Standards.	Each at the frequency required and immediately on request
Any material changes to the Contractor's and/or Guarantor's organisation that impacts on its ongoing financial viability including details of the revenue replacement strategy and impact awareness on the organisation's profitability and stability where significant contracts are due to end.	Immediately
Any proposed Change of Control, changes to the organisational control or group structure of the Contractor and/or the Guarantor, proposed mergers or acquisitions or proposed changes to the Contractor's financial viability.	Immediately

Management Information required	Frequency or date required by
Any financial information relating to the Contractor which could include but is not limited to a copy of its Annual Accounts, Annual Returns, management accounts, evidence to the Authority's satisfaction of its assets, liabilities and funding position, and copies of its board papers and board minutes.	Immediately on request
Where a Guarantee has been provided in accordance with clause G4, a copy of its Annual Accounts, Annual Returns, management accounts, evidence to the satisfaction of its assets, liabilities and funding position, and copies of its board papers and board minutes for the Guarantor, including a translation and conversion (Profit and Loss, Balance Sheet and key Balance Sheet Notes) into pounds sterling, stating the conversion rate used.	Immediately on request
Any MI relating to Sub-contracts and Subcontractors required by Schedule 15 (Sub-contractors).	Immediately on request
Details of the wages, salaries, bonuses and profit sharing arrangements as applicable in respect of all Staff.	Immediately on request
Any further information as the Authority may reasonably request.	Immediately on request
The number of supplier and end-to-end supply chain staff working on this Contract (including data on absences) and in what roles, including a full-time equivalent (FTE) breakdown.	Monthly MI Report
Caseload sizes per adviser (including the average and maximum caseload size of the Contractor's Staff, and the Staff of the Contractor's end-to-end supply chain).	Monthly MI Report
The number of instances in which any Participant's Key Worker has changed.	Monthly MI Report

Management Information required	Frequency or date required by
The number of people participating within the main element of the Delivery Model.	Monthly MI Report
Contractor performance against the Customer Service Standards.	Monthly MI Report
Participant fail to attend rates by Participant group/Segment for interviews, group sessions and other interventions.	Monthly MI Report
Participant attendance at Face to Face and group sessions and potentially other agreed channels of engagement within the last two months.	Monthly MI Report
The performance and management of the Sub-contractors (including cohort performance against the performance levels and Customer Service Standards in the Contract).	Monthly MI Report
A summary of the Contractor's compliance with its obligation to pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice.	Quarterly MI Report
Analysis of Participant complaints, analysis of trends and themes, and management action plans to reduce future occurrences.	Quarterly MI Report
Marginal costs information, which is all costs, including financial and time costs, which the Contractor would have incurred to achieve one extra Outcome from each Cohort from which it has earned an Outcome in the immediately preceding 12 Months.	No less frequently than once in each Contract Year in an MI Report
The amount of money that has been spent by the Contractor from the Specialist Support Fund	Monthly MI Report
The number of Participants in respect of whom the Contractor has purchased specialist support from the Specialist Support Fund	Monthly MI Report

- 2.2 The Authority may from time to time make changes to the data it requires the Contractor to provide in a MI Report including to the data required or format of the report and notify such changes to the Contractor. The Authority shall give notice in writing of any such change to the MI Report and shall specify the date from which such changes to the content or format of the MI Reports shall be effective which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the Authority changes the data required or format of the MI Report at any time, then the Contractor agrees to provide all future MI Reports in accordance with such notification.
- 2.4 The Authority may provide the Contractor with supplemental guidance for completing the MI Report or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Contractor agrees to complete the MI Report in accordance with any such guidance.
- 2.5 The Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Contractor is required to supply to the Authority.

3 Frequency and Coverage

- 3.1 All MI Reports must be returned to the Authority on or prior to the Reporting Date every Month during the Contract Period and thereafter, until all transactions relating to Contracts to which the Contractor is a party have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report activity and transactions occurring during the Month(s) to which the MI Report relates.
- 3.3 Unless otherwise notified to the Contractor by the Authority, the Contractor must return the MI Report for each Month(s) even where there are no transactions to report in the relevant Month (a "**Nil Return**").
- 3.4 The Contractor must inform the Authority of any errors or corrections to the Management Information:
 - (a) in the next MI Report due immediately following discovery of the error by the Contractor; or
 - (a) as a result of the Authority querying any data contained in an MI Report.

4 Submission of the MI Report

The completed MI Report shall be completed electronically and returned to the Authority by uploading and/or sending the MI Report in accordance with the instructions notified by the Authority to the Contractor from time to time. The Contractor agrees to comply with any such instructions provided they do not materially increase the burden on the Contractor.

5 Defective Management Information

- 5.1 The Contractor acknowledges that it is essential that the Authority receives timely and accurate Management Information pursuant to this Contract because Management Information is used by the Authority to inform strategic decision making.
- 5.2 Following an MI Failure the Authority may issue reminders to the Contractor or require the Contractor to rectify defects in the MI Report provided to the Authority. The Contractor shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

6 Meetings

The Contractor agrees to attend meetings between the Authority and the Contractor in person to discuss the circumstances of any MI Failure(s) at the request of the Authority (without prejudice to any other rights the Authority may have). If the Authority requests such a meeting the Contractor shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Authority and the Contractor shall document these measures and continue to monitor the Contractor's performance.

7 MI Admin Fees

- 7.1 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Contractor acknowledges and agrees that the Authority shall have the right to invoice the Contractor MI Admin Fees and (subject to paragraph 7.2) in respect of any MI Failures as they arise in subsequent Months.
- 7.2 If, following activation of the Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 7.1, the Contractor submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Authority shall not be prevented from exercising such right again during the Contract Period if the conditions in paragraph 7.1 are met.
- 7.3 The Contractor acknowledges and agrees that the MI Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Contractor failing to supply Management Information as required by this Contract.
- 7.4 The Authority shall notify the Contractor if any MI Admin Fees arise pursuant to paragraph 7.1 above and shall be entitled to invoice the Contractor for such MI Admin Fees, which shall be payable by the Contractor within thirty (30) days of the date of the relevant invoice. Any exercise by the Authority of its rights under this paragraph 7.4 shall be without prejudice to any other rights that may arise pursuant to the terms of this Contract.

