



**AUTHORITY: The Secretary of State for the Home Department**

# **Contract for the provision of the Refugee Employability Programme**

## **Schedule 8 Implementation**

## Part A - Implementation

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Milestone Payment"</b>	a payment identified in the Implementation Plan and Schedule 3 (Charges) Annex 1 to be made by the Authority following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>Implementation Period"</b>	has the meaning given to it in Paragraph 6.1;

### 2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan five (5) days after the Start Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

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- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **3. Reviewing and changing the Implementation Plan**

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

### **4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

### **5. What to do if there is a Delay**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

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- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

### **6. Implementation Plan**

- 6.1 The Implementation Period will be a three (3) Month period.
- 6.2 The Supplier's full-service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 6.3 In accordance with the Implementation Plan, the Supplier shall:
  - 6.3.1 work cooperatively and in partnership with the Buyer, where applicable, to understand the scope of Services;
  - 6.3.2 work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 6.3.3 liaise with the Buyer to enable the full completion of the Implementation Period activities; and
  - 6.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 6.4 The Implementation Plan will include detail stating:
  - 6.4.1 how the Supplier will work with the Buyer Authorised Representative to capture and share information that will need to be transferred to in order to support the ongoing delivery of the Services.
  - 6.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 6.5 In addition, the Supplier shall:
  - 6.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 6.5.2 mobilise all the Services specified in the Specification within the Contract;
  - 6.5.3 manage and report progress against the Implementation Plan;

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- 6.5.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 6.5.5 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 6.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless integration into full service commencement.

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## **Annex 1: Implementation Plan**

The Implementation Plan is set out below and the Milestones to be Achieved are identified below. The Plan assumes the following dates:

**Contract Award:** [REDACTED]

**Implementation Milestone 1:** [REDACTED] (CA + 6 weeks)

**Implementation Milestone 2:** [REDACTED] (CA + 10 weeks)

#	Requirement	Delivery Date	Buyer Responsibilities
<b>Management Structure &amp; Governance</b>			
1	Confirm the dedicated point of contact for the Authority (24 hours per day/365(6) days per year) with overall responsibility for the Services and access to the highest levels of the Supplier's senior management.	Contract Award	Confirmation of receipt.
2	Provide the management structure and key personnel, detailing management responsibilities for the delivery of the Contract.	Contract Award	Confirmation of acceptance.
3	Provide governance structures for the delivery of the Contract, including meetings calendar and attendees.	Draft at Contract Award  Update at Implementation Milestone 1 and on an ad-hoc basis as required by the Buyer thereafter	Collaboration on governance design.  Confirmation of receipt of DRAFT. Confirmation of acceptance.
4	Confirm key personnel as set out in Schedule 29 (Key Supplier Staff), providing details of professional qualifications where relevant.	Contract Award	Confirmation of receipt.
5	Confirm where budget responsibilities lie and levels of responsibility.	Contract Award	Confirmation of receipt.
6	Confirm risk management strategy and plan	Contract Award	Confirmation of acceptance.

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		Update on an ad-hoc basis as required by the Buyer thereafter.	
<b>Staffing</b>			
7	Provide Recruitment Strategy	<p>Draft at Contract Award</p> <p>Update at Implementation Milestones 1 and 2 and on an ad-hoc basis as required by the Buyer thereafter</p>	Confirmation of acceptance.
8	Provide detailed Communications plan	<p>Contract Award</p> <p>Update at Implementation Milestone 1 and 2 and on an ad-hoc basis as required by the Buyer thereafter</p>	Confirmation of receipt.
9	Provide a programme of training for partners for agreement by the Buyer	<p>Draft at Contract Award</p> <p>Update at Implementation Milestone 1 and on an ad-hoc basis as required by the Buyer thereafter</p>	<p>Confirmation of receipt of DRAFT.</p> <p>Confirmation of acceptance.</p>
10	Provide staff culture and conduct policy to include code of conduct and professional boundaries.	<p>Contract Award</p> <p>Update on an ad-hoc basis as required by the Buyer thereafter</p>	Confirmation of receipt.
<b>Contract Documentation</b>			
11	Provide updated Safeguarding policy	Contract Award	Confirmation of receipt.
12	Provide updated Equality, Diversity, and Inclusion strategy.	Contract Award	Confirmation of receipt.
13	Provide details and copies of Insurance policies for this Contract.	Contract Award	Confirmation of receipt.

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		Update on an ad-hoc basis as required by the Buyer thereafter	
14	Provide updated details of the complaints procedures.	Contract Award	Confirmation of receipt.
15	Provide details of Data Protection Impact Assessment.	Implementation Milestone 1  Update on an ad-hoc basis as required by the Buyer thereafter	Collaboration on data sharing and storage practices.  Confirmation of receipt.
16	Provide details of Health and Safety systems, accreditations, policies, procedures and protocols for all activities and locations where Services will be provided.	Contract Award  Update at Implementation Milestone 1 and 2 and on an ad-hoc basis as required by the Buyer thereafter	Confirmation of receipt.
18	Provide a draft Exit Plan which shall incorporate the requirements as set out in Schedule 30 Exit Management.	Contract Award	Confirmation of acceptance.
<b>Performance &amp; Contract Management</b>			
19	Provide details of the system whereby a Service User can provide feedback on the provision of Services and how the Supplier will take account of issues that emerge.	Contract Award  Update at Implementation Milestone 2 and on an ad-hoc basis as required by the Buyer thereafter	Collaboration on data feedback solution.  Confirmation of acceptance.
20	Provide details of a metric or series of metrics that can be used to track the Service Users' progress against integration and employability goals.	Implementation Milestone 1	Collaboration on progress metric(s)  Confirmation of acceptance.
21	Provide details of the procedures for Contract monitoring and reporting, handling performance data, self-monitoring and monitoring performance to ensure the Services are being carried out to the level and quality required.	Contract Award  Update at Implementation Milestone 2 and on an ad-hoc basis as required by the Buyer thereafter	Collaboration on performance data handling.  Confirmation of acceptance.

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22	Provide details of the approach to identifying and resolving recurring Service failures.	Contract Award  Update on an ad-hoc basis as required by the Buyer thereafter	Confirmation of receipt.
<b>Operational Service Elements</b>			
23	Provide timelines for ordering and installation of required IT hardware and software.	Contract Award  Update at Implementation Milestone 1 and 2	Confirmation of receipt.
24	Provide details of any sub-contractors including the Contracts and details of the management, and governance structure	Contract Award  Update at Implementation Milestones 1 and 2 and on an ad-hoc basis as required by the Buyer thereafter	Confirmation of receipt.
25	Provide details of the website used for signposting and dedicated telephone number for Service Users	Contract Award  Update at Implementation Milestone 2 and on an ad-hoc basis as required by the Buyer thereafter	Confirmation of acceptance.

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## **Part B - Testing - NOT USED**