

SCHEDULE 19 – Management Information and Reporting

1. MANAGEMENT INFORMATION AND OPEN BOOK DATA

1.1 During the Contract Period and for a period of 6 years thereafter, the Service Provider shall maintain and retain the Open Book Data.

1.2 The Service Provider shall provide the Authority with the Management Information set out below in paragraph 1.3 at the frequency indicated therein, in an agreed format (unless otherwise indicated in 1.3) and split into Regions and Areas.

1.3 Reporting Requirements

MI Reporting Reference	Management Information Requirement	Frequency
MI01	All currently active Warrants and Orders, details of actions undertaken in relation to each and details of all Warrants and Orders completed since the previous report (including details of final outcome)	Monthly
MI02	Forced entry log, including details of all applications for forced entry applied for and issued, and all actions undertaken and details of the outcome in relation to each	Monthly
MI03	Invoice summaries (monthly and year to date) in respect of invoices incurred or relating to this Contract and/or the Services, including details of what invoices have been submitted, details of cost centres, amount of each invoice, date submitted and date paid (if applicable)	Monthly
MI04	Complaint summary in respect of complaints received in relation to the Services, including details of all open complaints and steps taken in relation to these, details of all closed complaints and outcomes in relation to these (e.g. whether complaint upheld or not) and any actions undertaken to improve the Services as a result of complaints received	Monthly
MI05	Contractual disputes relating to the Contract	Monthly
MI06	FOIA requests and Data Subject Requests received by the Service Provider in relation to the Services and/or the Contract	Monthly
MI07	Compensation claims received in respect of or relating to the Services, including details of request, steps taken to investigate the claim, details of all closed claims and outcomes in relation to these and any actions undertaken to improve the Services as a result of the claim received	Monthly
MI08	<p>Details of all Field Operatives including:</p> <ul style="list-style-type: none"> i. certification held; ii. protective characteristics (as set out in the Equality Act 2010) iii. details of security clearance validation in line with Section 1.6 of Schedule iv. any training received or ongoing; v. any mentoring carried out (as provider or recipient); and vi. full details of any disciplinary actions completed or ongoing. <p>Additional information may be requested as necessary to ensure full compliance with the Contract. Such requests will be made in writing and usually with at least one month's notice; exceptionally a shorter timeframe may be necessary to enable the Authority to comply with external requests.</p>	Monthly

MI13	The Service Provider shall comply with the Risks, Issues and Assurance Framework (appendix 2) and shall in particular provide the Authority's NCM with the following: Risks and Issues Register, to be kept up-to-date at all times and submitted to the NCM and reviewed at each Regional Contract Meeting detailed in Schedule 12;	Monthly
MI13.1	Quarterly Statement of Risk on Internal Control; and	Quarterly
MI13.2	Annual Statement on Internal Control.	Yearly
MI14	The Service Provider shall send the Authority copies of the Daily Bank Reconciliation reports each month. The reports shall include details of any unidentified or unreconciled items.	Monthly
MI15	Details of cases where there has been a claim of vulnerability and the outcome	

1.4 The minimum required reporting fields for the reports listed above are contained within Annex 3.

1.5 The Service Provider shall provide the Authority with access to its Management Information reporting tool to enable the Authority to verify and audit the Service Provider's Management Information and assess the Service Provider's performance against the KPIs and Performance Measures. The Service Provider shall provide a report-writing tool to enable the creation of ad-hoc reports by authorised Authority personnel.

1.6 The Authority reserves the right to visit Service Provider sites to carry out verification audits in accordance with clause E9 (Audit) on Management Information provided.

1.7 The Service Provider shall comply with the Risks, Issues and Assurance Framework and shall in particular provide the Authority's NCM with the requirements set out in MI13, 13.1 & 13.2 above.

1.8 The Service Provider commits to achieving continuous improvement and to support this, it shall have a process in place for reviewing opportunities and efficiency innovations.

2. MAINTENANCE AND RETENTION OF RECORDS

2.1 The Service Provider shall retain and maintain all the records (including superseded records) referred to in paragraph 2.4 (together "**Records**"):

- (a) in accordance with the requirements of Good Industry Practice;
- (b) in chronological order;
- (c) in a form that is capable of audit; and
- (d) at its own expense.

2.2 The Service Provider shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.

2.3 The Service Provider shall, during the Contract Period and for a period of at least 6 years (or such other period as may be indicated by the Authority) following the expiry or termination of this Contract, maintain or cause to be maintained complete and accurate

documents and records in relation to the provision of the Services including but not limited to all Records.

2.4 The Records to be kept by the Service Provider are:

- (a) this Contract, its Schedules and all amendments to such documents;
- (b) all other documents which this Contract expressly requires to be prepared;
- (c) records relating to the appointment and succession of the CM and each member of the Key Personnel;
- (d) all operation and maintenance manuals prepared by the Service Provider for the purpose of maintaining the provision of the Services;
- (e) all formal notices, reports or submissions made by the Service Provider to the Authority in connection with the provision of the Services;
- (f) all certificates, licences, registrations or warranties in each case obtained by the Service Provider in relation to the provision of the Services;
- (g) documents prepared by the Service Provider in support of claims for the Price;
- (h) documents submitted by the Service Provider pursuant to the Variation procedure.
- (i) documents submitted by the Service Provider pursuant to invocation by it or the Authority of the dispute resolution procedure set out in clause I1 (Dispute Resolution);
- (j) documents evidencing any change in ownership or any interest in any or all of the shares in the Service Provider and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
- (k) invoices and records related to VAT sought to be recovered by the Service Provider;
- (l) financial records, including audited and un-audited accounts of the Service Provider and the Guarantor.
- (m) records required to be retained by the Service Provider by Law, including in relation to health and safety matters and health and safety files and all consents;
- (n) all documents relating to the insurances to be maintained under this Contract and any claims made in respect of them; and
- (o) all other records, notices or certificates required to be produced and/or maintained by the Service Provider pursuant to this Contract.

ANNEX 2 - Risk, Issues & Assurance Framework

The Risk, Issues & Assurance Framework requires the Service Provider to evidence that they have systems in place to identify and manage the risks and issues associated with delivering the contract and that the services are being delivered as specified. There are two elements to the protocol, the Risk and Issues Management and Assurance Frameworks.

The Risk and Issues Management Framework consists of:

- Risks and Issues Register
- Internal Control
 - Quarterly Statement of Risk on Internal Control (SRIC)
 - Annual Statement on Internal Control (SIC)

The Assurance Framework consists of:

- Service Provider Meetings at all levels (monthly and quarterly)
- Service Provider Risk and issues Register
- Service Provider internal review processes
- Service Provider Internal risk escalation process
- Service Provider Quarterly Statement of Risk and Internal Control
- Service Provider Annual Statement of Internal Control
- Six monthly and Annual Assurance reporting

Risk, Issues and Assurance Management will form part of the agenda for all meetings

listed at 5.6. in the Governance Schedule.

The Risk and Issues Management Framework

The Service Provider should describe the key elements of their risk and issues management strategy, including the way in which risk (or change in risk) is identified, evaluated and controlled. The Service Provider should also describe ways in which risk management is embedded in the activities carried out to deliver the service specification

The Service Provider shall report on the how they are managing risk within the Contract. The reports will contain identified risks along with a description of risk mitigation plans and agreed actions. There are two elements to this requirement. These are explained in the sections below:

A. Risk and Issues Register

B. Internal Control

General approach to Contract Risk Management

The Service Provider is required to record, monitor and report this information to appropriate management levels within their organisation and also to the Authority.

Identifying the Risk

The Service Provider shall identify the risk(s) that may cause the failure to deliver all elements of the Contract. A risk should be defined as an 'Uncertainty of outcome whether positive (opportunity) or negative (threat or missed opportunity)'.

Assessing the Risk

The Service Provider should assess the risk using two factors, namely its:

Impact - should the risk occur; and
Likelihood - of the risk materialising.

The Service Provider will be able to assess the overall severity of each risk using these factors to enable risks to be prioritised and resources focused on the red risks

There will be a risk scoring system used to measure and assess these risks. It shall follow the Authority's standard five point scale risk assessment which is provided in Appendix 1.

Recording Risk

Risks should be defined in a clear and consistent way. The risk should consist of three components: the risk, its cause(s), and the effect(s). A Risks and Issues Register shall be maintained in the form set out in Appendix 2.

Monitoring

The Service Provider shall internally monitor potential risks by regular, at least monthly, risk assessment reviews to ensure that appropriate action is taken in the event that there are changes in risk(s) profile. Review of the Risks and Issues Register should be a standing item at the Service Provider's internal management meetings.

At each review the Service Provider shall consider if risks are still relevant, correctly scored in the light of changing circumstance and record any new risks that have emerged since the Risks and Issues Register was last reviewed. If the risks have not changed the Service Provider should record if risk mitigation plans require any changes to reduce the risk score to the target level.

Risk mitigation plans are defined as plans of action that put into place systems or processes to improve ways of working while reducing the impact and/or likelihood of risk(s). When setting the objectives referred to above the Service Provider should test them by using the SMART technique:

- **Specific** – Stating clearly what is to be achieved i.e. deliverables/products/outcomes.
- **Measurable** – Through indicators such as percentages, volumes, or quality measures.

- **Achievable** – Consistent with objectives in other business areas.
- **Realistic** – Achievable (whilst stretching) within the given timescale.
- **Time** – Include target dates/periods

ensuring they are clear, robust and include sufficient information to support control of the risk. The plan of action should then be sent to the Regional Contract Manager (RCM) and copy to the Area Contract Manager (ACM) and National Contract Manager (NCM) for consultation with the Authority.

Risk Escalation

The Service Provider shall have in place a process to escalate risk should the need arise. The next level of management should be made aware any risk(s) that moves up the risk scale into a new category.

A. Risk and Issues Register

The Risk and Issues Register, provided in Appendix 2, provides an aggregated view of risk management of the contract at an Area and Regional level.

Assurance and Risk Reporting and Monitoring

The production of the core reports forming the Assurance and Risk Framework is a vital part of ensuring that all contract is being delivered and risk is being managed effectively, assurance and risk monitoring requirements are maintained recorded and acted upon.

The Risk and Issues Register is completed by the Service Provider to assist them in managing the key risks and issues associated with the Contract and to provide the Authority with visibility over contract matters and actions planned to mitigate identified risks. The Area Contract Manager (ACM) and Regional Contract Manager (RCMs) will monitor and scrutinise its use. This forms an important element of the monthly and quarterly review meeting agendas.

Completion of the Risks and Issues Register

The Service Provider should complete a Risk and Issues Register in the form of the risk template provided to support the efficient and effective management of the Approved Enforcement Agencies Contracts.

The Risk and Issues Register should be used as a “live” management tool to be reviewed regularly and updated to meet the reporting needs of the contract.

The Risk and Issues Register should be updated at least monthly and provided quarterly to the Regional Contract Manager (RCM) and the National Contract Manager (NCM) unless a significant change in a risk profile occurs that requires escalation. If this does occur the Risk and Issues Register shall be sent to the RCM immediately and copied to the National Contract Manager (NCM).

The risk mitigation plan should be reviewed with the Service Provider to gauge progress and agree further actions as necessary.

Recording and Monitoring Issues

The Service Provider shall internally monitor current issues by regular, at least monthly, issue assessment reviews to ensure that appropriate action is taken now that what was a potential risk has been realised and has become an issue. Risks that have been realised, or part realised should be transferred to the issue register.

At each review the Service Provider shall consider the impact of the issue, ensure that it is correctly scored in the light of changing circumstance and record any new risks or issues that have emerged since the risk was realised.

Risks	
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	Issues
An event that has in fact occurred	An event that has in fact occurred
Conjecture & Anticipation	Responsive & Realised
Prevention & Mitigation Steps	Action & Resolution Steps

The Service Provider will at the minimum follow the escalation protocol laid out in the tender schedule and will alert the Authority within 1 day of any risk or issue that becomes either red or black.

B. Internal Control

Statement of Risk on Internal Control (SRIC)

The Service Provider should complete a SRIC to demonstrate to the Authority that they are able to manage and control contract risk adequately. The Service Provider should complete the SRIC on a quarterly basis and send to the ACM and RCM and a copy should also be sent to the NCM.

The SRIC production, scrutiny and management of planned actions will enable clear and defined areas of risk to be reported. The Service Provider will in liaison with the ACM and RCMs will monitor, manage, and mitigate the risks associated with the contract at regular identified intervals throughout the contract.

This overview is broken down into the following sections:

- A) Sections of the Statement of Risk on Internal Control
- B) Service Provider Requirements
- C) Area Contract Managers Actions
- D) Regional Contract Managers Actions
- E) National Contract Manager

Guidance for completing the SRIC is detailed below.

Sections of the Statement of Risk on Internal Control

The elements of the SRIC are described below

Scope of Responsibility

This should identify who is responsible for the system of internal control for the work undertaken by the Service Provider on behalf of HMCTS.

Capacity to Handle Risk

The Service Provider should describe the organisational structures, systems (Administrative and IT based), policies and process they have in place to manage contract risk.

The Risk and Control Framework

In this section the Service Provider should describe the key elements of their risk management strategy, including the way in which risk (or change in risk) is identified, evaluated and controlled. The Service Provider should also describe ways in which risk management is embedded in the activities carried out to deliver the service specification. This should form a standing item on

agendas for client/Service Provider meetings to form a key element of managing the contract, delivery service improvements and exploiting opportunities whilst minimising risk to service delivery.

Review of Effectiveness

In this section the Service Provider should state how they ensure that risks and mitigation actions are implemented are being managed. The Service Provider should describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control to enable the aims and objectives of the contract to be met.

Significant Control Weaknesses

In this section the Service Provider should identify what control weaknesses currently exist and what they are doing to resolve them or manage them. Examples of this could be:

- Any common areas of non-compliance
- Contract specific weaknesses impacting on the Service Providers ability to deliver the contract aims and objectives including capacity and capability issues.
- IT system specific weaknesses impacting on the achievement of a particular element of contracted services
- Health and Safety weaknesses that impact on the contract
- Finance related issues including capacity and capability issues.

A template of the SRIC is provided at Appendix 3.

Statement on Internal Control (SIC)

As part of the yearly report the Service Provider shall submit a Statement on Internal Control (SIC) in relation to the aims and objectives set out in the service specification of the contract. The SIC should identify an overview of the Service Providers responsibilities, the ability to manage, handle and mitigate risk together with their need to identify and manage key weaknesses.

The Statement on Internal Control produced by the Service Provider should be sent to the Regional Contract Manager (RCM) on an annual basis with a copy sent to the National Contract Manager (NCM) and should form part of the annual report. This is an important element of the Assurance and Risk framework.

Completion

As part of the yearly report the Service Provider shall submit a SIC. The SIC produced by the Service Provider should be sent to the RCM on an annual basis with a copy sent to the NCM and should form part of their annual report covering the operations of the contract and wider organisational issues and concerns.

The SIC is broken down into the following sections

- A) Sections of the Statement on Internal Control
- B) Service Provider Requirements
- C) Area Contract Managers Actions
- D) Regional Contract Managers Actions
- E) National Contract Manager

Sections of the Statement on Internal Control

The elements of the SIC have the same structure as the SRIC. This is described above.

A template of the Statement on Internal Control is provided in Appendix 4

[The Assurance Management Framework](#)

The Assurance framework records the contract governance and assurance requirements together with the Regional Contract Manager, Contract Manager, Area Contract Manager and HMCTS Corporate roles and responsibilities, which together provide assurance that the contracts are being operated as specified in the service specification.

Six Monthly progress assurance reports

The Service Provider will provide a report covering performance, operations and protocol compliance to the RCM, NCM and the CCM. The reports are to be used by the Authority to ensure the Service Provider has operated the Contract in accordance with the Specification and delivered continuous improvement and value for money. They will provide an overview of the contracts operation, risks and their management by the Service Provider.

There are two reporting cycles, six monthly and yearly. Reports will cover the operational performance of the Contract for six month periods between **XXXX** and **XXXX** of the contract year, followed by an annual report at the end of the 12 month period.

The six month report should provide a summary of the monthly reported Balanced Scorecards for the period and include identification of key areas of risks and how they have been managed and include the following:

- Risk and Issues Register including progress on any action plans
- Quarterly SRIC
- Six monthly and annual contract assurance and progress reports (as appropriate)

Annual Contract Assurance and Progress Report

The annual report is a review of the operation of the contract over the year and provides an opportunity to identify what has gone well, together with what challenges have been encountered and overcome. It should also include a review of contract performance and discuss how opportunities have been exploited and weaknesses managed. A commentary on changes to the Service Providers business (contract wins/losses and other factors i.e. merger or acquisition) across the year and comment on general operational considerations experienced throughout the year.

The reports should cover the following topics.

- Performance Objectives - Describe the operational framework and any changes made to it during the year. Including structures, systems, policies, procedures and personnel.
- Operations – Describe how the operational framework has supported the achievement of the delivery of the contract through:
 - the Performance Measures
 - performance indicators
 - Identification of continuing blockages to the performance of attainment to the Key Performance Indicators and Performance Measures.
 - Describing what activities are agreed or proposed to address these identified blockages.
 - Assessment of Assurance and Risk by providing a commentary on the operation of the assurance and risk protocol and highlight areas for improvement.
 - describing how risk has been handled throughout the year and the key risks going forward and how these will be managed
- Financial Framework – Describe the financial framework and any changes to it throughout the year. Provide a summary of fine recovery made and costs recovered and a summary of performance for all warrant or order types. The report should also cover the operating returns made from the contract and the overall profitability and financial viability of the company taking into account other contracts and commitments.

- Ethics and Standards – Describe how the ethics and standards framework used by the Service Provider and its operation throughout the year.
- Relationships – How the Service Provider engaged with its stakeholders, MoJ/HMCTS, the public and its staff.

Six Monthly and Annual Contract - Assurance and Progress Report Template

The template provided in Appendix 5 should be used as a basis for completion of the six months and annual operational report(s)

The senior responsible person within the organisation who has the authority to provide the information should complete it, and have it ratified by the Service Provider's Board before it is issued to the Authority.

Appendix 1: The Authority's Standard Five Point Scale for Risk Assessment Scoring

SCALE	IMPACT	
5	Very High	Prevents achievement of the objective or highly damaging impact (e.g. on operational effectiveness or reputation).
4	High	Significant detrimental effect on achievement of the objective in the longer term.
3	Medium	Significant short-term damage, and important to outcome of long term objective.
2	Low	Affects short term goals within the objective without affecting long term achievement.
1	Very Low	Minor and containable impact on achievement of objective.

SCALE	LIKELIHOOD	
5	> 80%	Almost Certain
4	51 – 80%	Probable
3	21 – 50%	Possible / May well happen
2	6 – 20%	Unlikely
1	< 5%	Very Unlikely

Multiplying the impact scale and likelihood scale provides an indication of the overall risk score significance on the following scale.

Scores above 15	Very High
Scores 12 – 15	High
Scores 5 – 10	Medium
Scores 1 – 4	Low

Appendix 2: Risks and Issues Register Template

Note that columns and rows are transposed for the purposes of the contract documentation.

Risk ID	EXAMPLE
Project / Workstream	Reform Programme
Date Identified	01/01/2016
Risk Impact Type	Time
Risk Description	<p><u>Project delays due to planning consent</u></p> <p>There is a risk that project delivery may be delayed due to the planning authority taking longer to provide planning consent than originally agreed and planned for.</p>
Cause(s)	<p><u>The cause/s of this risk is/are:</u></p> <p>Planning is not yet approved for the agreed scope of works. Planning authority citing a number of uncertainties that need to be bottomed out before they can make a decision.</p>
Impact	<p><u>The effect/s of this risk occurring is/are:</u></p> <p>Delays in the start of construction, leading to slippage in planned opening dates, enhanced capacity and other deliverables and associated benefits.</p>
Last Review Date dd/mmm/yy	07/01/2016
Mitigating Activities	<p>Undertake early engagement with Planning Department. Complete and ongoing.</p> <p>Ensure that the Business Case process recognises planning requirements and timescales needed as part of planning process. Complete as per stated requirements</p> <p>Project plans to reflect planning in delivery timescales. Complete as per stated requirements</p>
Activity Owner	<p>1) Secretary</p> <p>2) Hire</p> <p>3) Lanner</p>

Impact Date	1) 12/01/2016 2) 10/01/2016 3) 10/01/2016
Impact (I)	4
Likelihood (L)	3
Score (I x L)	12
BRAG rating	High
Trend	↔
Latest Update	
Risk Owner	P. Manager
Include on Portfolio Report?	Yes
Risk Status	Open
Date Closed	

Issue ID	EXAMPLE
Date Identified	29/03/2016
Project	Video Conferencing Enhancement project
Risk Source	N/A
Issue Impact Type	Time
Last Review Date	30/03/2016
Issue Description	<u>Delay in installation of additional lines</u> Installation of additional telephone lines into satellite buildings has been delayed by the supplier (BT) for c4 weeks. This is caused by a resource diversion at BT Openreach following severe storm.
Impact	Without additional telephone lines, newly installed video conferencing equipment cannot be tested by the project team or utilised by the business.
Impact (I)	3
Priority (P)	3
Score and BRAG rating (I x P)	9
Overall Rating	
Trend	↔
Actions	1) Replanning and prioritisation work to be undertaken based on expected delivery dates for new lines from BT. 2) Upon completion of (1), T.Boss to have telecon with BT Openreach COO to get commitment to delivery in line with new programme. 3) Communications plan to be worked up and delivered.

Action Owners	1) <i>Lanner</i> 2) <i>lary</i> 3) <i>Comms</i>
Action due dates	1) <i>31/03/16</i> 2) <i>03/04/16</i> 3) <i>10/03/16</i>
Latest Update	
Target Closure Date	<i>07/05/2016</i>
Resolution (to be completed on closure)	
Status	
Date Closed	

Appendix 3: Statement of Risk on Internal Control (SRIC) Template

To

Statement of Risk on Internal Control (SRIC) for Quarter xxxxxx

Scope of Responsibility

I have responsibility for maintaining a sound system of internal control that supports the achievement of the service delivery obligations I have in respect of the Approved Enforcement Agencies Contract I hold for region(s).

The Purpose of the System of Internal Control

The system of internal control is designed to manage risk to a reasonable level rather than to eliminate all risk of failure to achieve policies, aims and objectives; it can therefore only provide reasonable and not absolute assurance of effectiveness. The system of internal control is based on an ongoing process designed to identify and prioritise the risks to the achievement of our business objectives and service delivery obligations to the Authority, to evaluate the likelihood of those risks being realised and the impact should they be realised, and to manage them efficiently, effectively and economically.

Capacity to Handle Risk

<p>Describe the key ways in which:</p> <p>leadership is given to the risk management process;</p> <p>staff are trained or equipped to manage risk in a way appropriate to their authority and duties. Include comment on guidance provided to them and ways in which you seek to learn from good practice.</p>

The Risk and Control Framework

Describe the key elements of risk management strategy, including the way in which risk (or change in risk) is identified, evaluated and controlled.

Describe ways in which risk management is embedded in the activity in your area of the organisation.

Review of effectiveness

I have responsibility for reviewing the effectiveness of the system of internal control. My review is informed by the work of the managers within my business who have responsibility for the development and maintenance of the internal control framework, and comments made by external audit in their reports and management letters, as appropriate. I have been advised on the implications of the result of my review of the effectiveness of the system of internal control by the Board and a plan to address weaknesses and ensure continuous improvement in the areas identified is in place and being actively managed.

Describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control, including some comment on the roles of people involved.

Significant Control Weaknesses

Detail identified significant control weaknesses and include an outline of the actions taken, or proposed to deal with any significant internal control issues, if applicable.

Signed:

Position:

Print Name:

Dated:

Appendix 4: Statement on Internal Control (SIC) Template

To

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Statement on Internal Control (SIC) for Year xxxxxx

Scope of Responsibility

I have responsibility for maintaining a sound system of internal control for that supports the achievement of the service delivery obligations I have in respect of the Approved Enforcement Agencies Contract I hold for with HMCTS.

The Purpose of the System of Internal Control

The system of internal control is designed to manage risk to a reasonable level rather than to eliminate all risk of failure to achieve policies, aims and objectives; it can therefore only provide reasonable and not absolute assurance of effectiveness. The system of internal control is based on an ongoing process designed to identify and prioritise the risks to the achievement of our business objectives and service delivery obligations to the Authority, to evaluate the likelihood of those risks being realised and the impact should they be realised, and to manage them efficiently, effectively and economically.

Capacity to Handle Risk

Describe the key ways in which:

- leadership is given to the risk management process;
- staff are trained or equipped to manage risk in a way appropriate to their authority and duties. Include comment on guidance provided to them and ways in which you seek to learn from good practice.

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- The Risk and Control Framework

Describe the key elements of risk management strategy, including the way in which risk (or change in risk) is identified, evaluated, and controlled. Describe ways in which risk management is embedded in the activity in your area of the organisation.

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Review of effectiveness

I have responsibility for reviewing the effectiveness of the system of internal control. My review is informed by the work of the managers within my business who have responsibility for the development and maintenance of the internal control framework, and comments made by external audit in their reports and management letters, as appropriate. I have been advised on the implications of the result of my review of the effectiveness of the system of internal control by the Board and a plan to address weaknesses and ensure continuous improvement in the areas identified is in place and being actively managed.

Describe the process that has been applied in maintaining and reviewing the effectiveness of the system of internal control, including some comment on the roles of people involved.

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- Significant Control Weaknesses

Detail identified significant control weaknesses, and include an outline of the actions taken, or proposed to deal with any significant internal control issues, if applicable.

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Signed:

Position:

Print Name:

Dated:

Appendix 5:

Six Monthly and Annual Contract - Assurance and Progress Report Template

Performance and Objectives

- Description of the key objectives of the business and its management of the risks in relation to the contract
- Impact of other contracts, organisational change and improvements

Key performance results

- Description of achievements in the six month/year of operations
- Collation of information from Balanced Scorecard including Minimum Attainment Standards

Improvement initiatives

- Description of initiatives undertaken or proposed within the reporting period, including update or progress on the mandatory initiative as required within the service specification

Operations

Purpose and Structure

- Description of Service Providers management of the operational aspects of its business and how these are and have been applied to the contract through the structure of roles and responsibilities

Aims

- To include action plans on performance improvement and company development
- To include commentary from the contract Risk Register and Risk Mitigation Action Plans
- Detail actions planned/taken in respect of the Annual Contract and Client Audit undertaken by MoJ Internal Audit Division and follow up reports

Financial Framework

Attach Annual Statement of Accounts

- **Report of operating costs – Breakdown of the contracts operating costs**
- **Recovery amounts – Breakdown of fines recovered as a direct result of the contract work**
- **Forecasts - What are the financial (Income and Expenditure and Gross Profit) forecast for the coming year**

Ethics and Standards

Implementation of Service Provider and MoJ/HMCTS principles

- **Description of how the Service Provider has embedded and managed its own and MoJs/HMCTS core values across the business, including interaction with stakeholders and the public**
- **Summary narrative on engagement with the public, including complaint procedures and handling, the monitoring of agreed actions**
- **Collation of information from Balanced Scorecard Section C**

Relationships

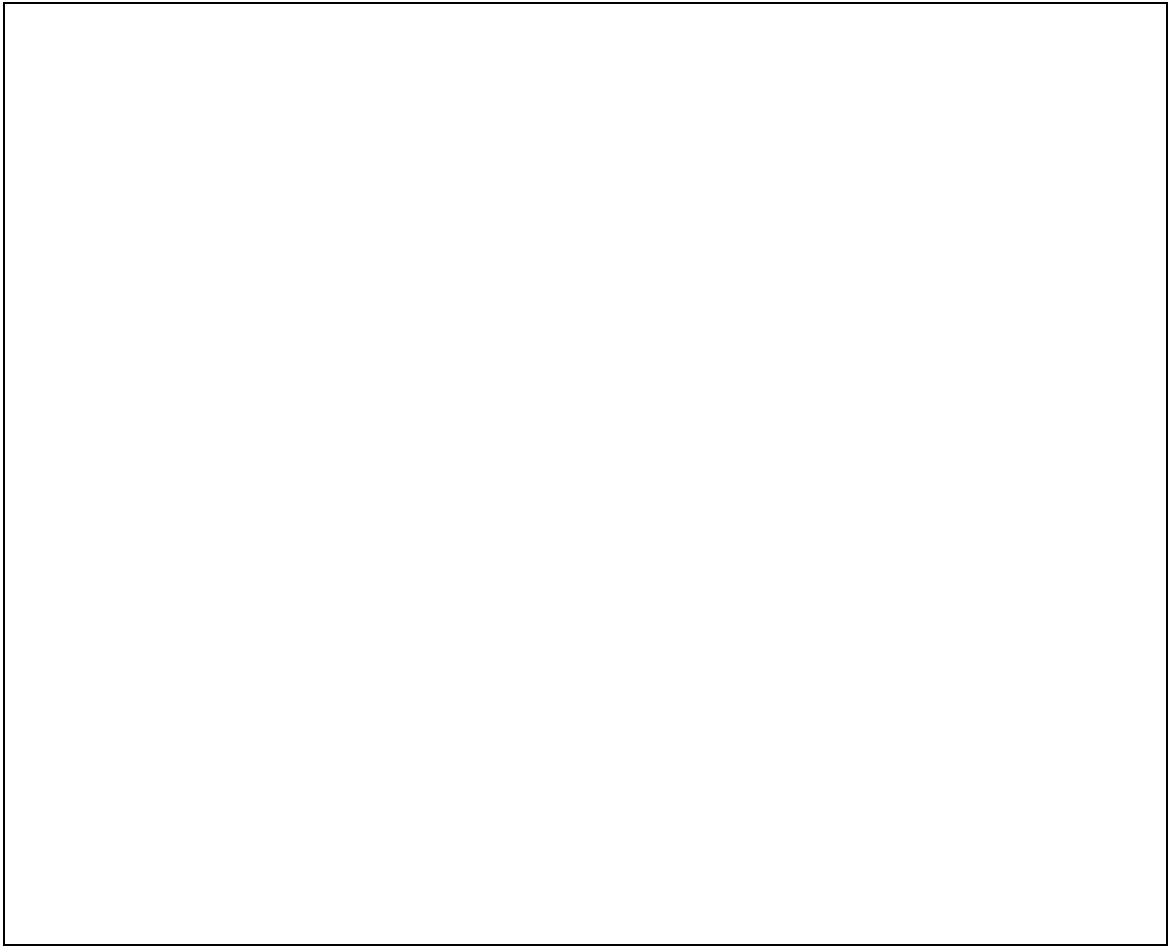
Engagement with staff, stakeholders and public

- **Description of how the business developed its methods for managing stakeholder relationships and working with its own staff, MoJ/HMCTS and the public**
- **Collation of information from Balanced Scorecard Section C**

Human Resources and Development

Improving the way we work.

- **Describe the company's recruitment and training processes, with reference staff turnover rates, retention, disciplinary considerations and planned improvements to the HR system**
- **Collation of information from Balanced Scorecard Sections B and D**



ANNEX 3

MINIMUM REPORT REQUIREMENTS

MI01

All currently active Warrants and Orders, details of actions undertaken in relation to each and details of all Warrants and Orders completed since the previous report (including details of final outcome).

Warrant Type
Warrant Number
Account Number
Name
Steps taken to enforce
Payments Received
Current Status
Final Outcome

MI02

Forced entry log, including details of all applications for forced entry applied for and issued, and all actions undertaken and details of the outcome in relation to each.

Warrant number
Account Number
Name
Date of request for forced entry
Date approved by the Court
Date forced entry took place
Final Outcome.

MI03

Invoice summaries (monthly and year to date), including details of what invoices have been submitted, details of cost centres, amount of each invoice, date submitted and date paid (if applicable).

Invoice type. Monthly/YTD
Invoice Type
Cost Centre
Amount of Invoice
Date Submitted
Date Paid

MI04

Complaint summary, including details of all open complaints and steps taken in relation to these, details of all closed complaints and outcomes in relation to these (e.g. whether complaint upheld or not) and any actions undertaken to improve the Services as a result of complaints received.

Warrant Number
Account Number
Name on Account
Complainants Details
Steps taken to resolve
Date closed
Outcome
Upheld or Not Upheld
Actions undertaken to improve services
Lessons Learnt as a result of complaint

MI05

Contractual Disputes

Name
Summary of dispute
Steps undertaken to resolve
Upheld or Not upheld
Lessons Learnt
Changes / Improvement to services as a result?

MI06

Freedom of Information and Subject Access Request (SAR) requests.

Date Received
Name
Address / Email
Type of FOI i.e. Data Protection Act, Environment Information Regulations
Subject Access Request
How was it received, email, letter, fax, online form
Request Granted
If refused under what grounds?

MI07

Compensation claims, including details of request, steps taken to investigate the claim, details of all closed claims and outcomes in relation to these and any actions undertaken to improve the service as a result of the claim received

Date
Name
Account no claim relates to
Details of the request
Status of the request. Ongoing / Closed
Outcome
Lessons Learned
Changes to service in result of this claim.

MI08

Details of all Field Operatives including:

- i. certification held;
- ii. protective characteristics
- iii. details of security clearance validation in line with Section 1.6 of Schedule
- iv. any training received or ongoing;
- v. any mentoring carried out (as provider or recipient); and
- vi. full details of any disciplinary actions completed or ongoing.

Additional information may be requested as necessary to ensure full compliance with the contract. Such requests will be made in writing and usually with at least one month's notice; exceptionally a shorter timeframe may be necessary to enable the Authority to comply with external requests.

MI15

Date
Name
Account no claim relates to
Details of the request
Status of the request. Ongoing / Closed
Outcome