

THE SECRETARY OF STATE FOR WORK AND PENSIONS

TEST AND LEARN DPS

[Project_20559]

Version: 2.0

SCHEDULE C1

CONTRACT MANAGEMENT

1. DELIVERY PLAN

- 1.1 The Supplier shall, where indicated in an Order Form, provide a detailed and costed description of how the Services commissioned by the Buyer shall be provided by the Supplier (the "**Delivery Plan**"). The Delivery Plan shall be provided by such time as notified by the Buyer.
- 1.2 The Buyer shall consider the draft Delivery Plan and where the Buyer rejects it then the Supplier shall amend it to reflect any reasonable comments provided by the Buyer and resubmit it to the Buyer for approval and shall continue to update it until such time as it is approved by the Buyer. Upon approval, the Delivery Plan shall be adopted and the Supplier shall deliver the Services in accordance with it.
- 1.3 The Buyer and the Supplier may agree changes to a Delivery Plan as needed. Any agreed changes will be recorded in writing in an updated version of the Delivery Plan. Where the Buyer requires changes then the Supplier shall consider them in good faith and the Supplier will use all reasonable endeavours to include any substantive changes requested by the Buyer in the Delivery Plan.

2. REVIEWING CONTRACT PERFORMANCE

- 2.1 The Supplier shall work with the Buyer to establish and maintain an effective and beneficial working relationship to ensure the Contract is delivered to at least the minimum required standard as specified.
- 2.2 The Supplier shall establish suitable administrative arrangements for the effective management and performance monitoring of the Contract as required by the Buyer and shall provide information as requested to monitor and evaluate the success of the Contract and the Supplier's management and delivery of it.
- 2.3 Review meetings between the Buyer and the Supplier shall also cover, as appropriate, resolving disputes and/or dealing with contractual breaches in accordance with the terms and conditions of this Contract. Roles and responsibilities will be documented and the personnel involved in managing the relationship identified and suitably empowered.
- 2.4 The Buyer may undertake spot checks at any time to ensure that the Supplier is complying with its obligations under this Contract and the Supplier shall co-operate fully, at its own cost, with the Buyer.
- 2.5 The Supplier will be responsible for managing and reporting on any sub-contractual arrangements. Arrangements shall include mechanisms for the provision of management information, including feedback to and from customers, stakeholders and employers. The Buyer will agree with the Supplier day-to-day relationship management, contact points, communication flows and escalation procedures.
- 2.6 The Supplier will be expected to continuously improve the quality of the provision

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including that delivered by Sub-contractors. Where quality falls below acceptable levels the Supplier will be expected to have suitable escalation procedures in place and, in respect of sub-contracted provision, take action where necessary to terminate the contract.

- 2.7 The Buyer will regularly monitor Supplier performance. The initial contract review will be informed by the award of contract process and reviewed thereafter.
- 2.8 The Supplier will be required to appoint a named supplier manager who will cooperate with the Buyer performance manager to ensure that the Contract is delivered as specified in the Contract and that required standards and performance levels are met.
- 2.9 The purpose of the Supplier performance reviews is to encourage an open and regular dialogue between the Parties with the purpose of ensuring that the Services, including the standards and outputs specified, are being delivered appropriately and to drive up the performance and quality of the Services. They will encourage the Parties to review performance, discuss opportunities for continuous improvement and raise and address any complaints or persistent problems encountered with the Contract. Where issues cannot be immediately addressed, the Buyer and the Supplier will follow the dispute resolution process detailed in Clause 45 (Resolving Disputes).
- 2.10 Supplier performance reviews may be undertaken formally or informally. The Supplier will be expected to provide any additional management information required by the Buyer to facilitate the reviews and arrange where necessary access to any of its delivery locations, including those operated by Sub-contractors.
- 2.11 Any improvements or actions agreed between the Parties will form part of the continuous improvement activity recorded in the performance improvement plan. It will be the Supplier's responsibility to develop the performance improvement plan which will be discussed and agreed with the performance manager.
- 2.12 The Supplier will be expected to carry out self-assessment and develop improvement action plans to continuously improve the quality of the Services including that delivered by Sub-contractors. Where quality falls below acceptable levels the Supplier will be expected to have suitable escalation procedures in place and, in respect of sub-contracted Services, take action where necessary to terminate the sub-contract.

3. SUPPLIER INFORMATION (MI) REQUIREMENTS

3.1 The Supplier shall supply information listed below relevant to the delivery of the Services to the Buyer, using formats and to timescales as specified. This includes but is not limited to:

Supplier Information Required	Frequency or Date Required by
Information on Performance of Call-Off Contract	As requested by the Buyer
HMG Baseline Personnel Security Standard - Supplier's Declaration	Within four (4) weeks of contract start date and submitted for each calendar year thereafter within one Month of the end of each calendar year (i.e. by 31 st January for year ending 31 st December)
Supply chain expenditure with SMEs (Quarterly return)	The Supplier, and where applicable, its Sub-contractors shall identify the volume of expenditure they undertake with SMEs in the delivery of this contract and submit this information to the Buyer on a quarterly basis.

3.2 The Supplier shall supply information requested relevant to the delivery of the Services to the Buyer, using formats and to timescales specified by the Buyer from time to time.

3.3 The Buyer intends, wherever it can, to capture and collate information through its IT system(s). However, the Buyer reserves the right to make reasonable requests for information (at no additional charge) from the Supplier including ad-hoc requests for information from time to time.

3.4 Any additional requests for information shall be considered in consultation with the Supplier as shall the process of defining the methods of collection.

3.5 Where an ongoing, short-term or one-off requirement is agreed, both Parties agree that it shall be included, or deemed to be included within this Schedule.

4. USE OF INFORMATION

- 4.1 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
- 4.1.1 use and to share with the Authority and Other Contracting Authorities; and/or
 - 4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA and/or the EIRs being redacted),
- any Management Information supplied to the Buyer for the Buyer's normal operational activities including administering Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 4.2 The Buyer may consult with the Supplier to inform its decision to publish information however the Buyer shall retain absolute discretion regarding the extent, content and format of any disclosure.

5. DEFECTIVE MANAGEMENT INFORMATION

- 5.1 If the Supplier fails to provide any required Management Information (including any delayed, non-complete, inaccurate information) then:
- 5.1.1 the Buyer may issue reminders to the Supplier requiring the Supplier to rectify it and the Supplier shall rectify the failure as soon as possible and not more than five (5) Working Days following receipt of any such reminder; and
 - 5.1.2 where requested by the Buyer, the Supplier shall attend additional meetings in person with the Buyer to discuss the circumstances of the failure and where such a meeting is requested then the Supplier shall propose and document in advance measures to ensure that the failures will be rectified will not occur again in the future.

6. ASSURING SUPPLIERS' SYSTEMS

- 6.1 The Supplier shall put in place such assurance processes as the Buyer notifies to the Supplier from time to time. The remaining sections in this Paragraph 6 are DWP's requirement in relation to the process for assuring the Supplier's Systems.
- 6.2 Suppliers shall have suitable systems in place to:
- a) detect and prevent duplicate claims;
 - b) prepare and submit accurate, valid, supported, timely claims;
 - c) monitor, record and manage Customer lateness and all Customer absences;
 - d) support claims for payments through an effective Customer attendance recording procedure;

- e) ensure that all the required evidence is collected (and submitted, where appropriate) to support the claim;
- f) identify Customers who have left the Services early to prevent over-claiming;
- g) carry out effective monitoring of Sub-contractors; and
- h) respond to financial appraisal and monitoring reports with an appropriate action plan.

6.3 In all instances, the Supplier shall co-operate and provide such reasonable assistance as may be necessary to facilitate monitoring as required pursuant to the Contract. Failure to provide such reasonable assistance shall be deemed a "Default" for the purposes of Clause 14.4.5 (When the Authority or the Buyer can end a Contract).

7. HEALTH AND SAFETY RESPONSIBILITIES OF THE BUYER VISITING OFFICERS

7.1 The Buyer representatives may request access from time to time to the Supplier, Supplier Personnel and Sub-contractors to visit them for a variety of reasons. In the course of their normal duties the representatives of the Buyer shall adopt an 'eyes and ears' approach to monitoring health and safety. In doing this the Buyer representatives shall not be conducting a health and safety inspection, nor shall they be in a position to offer advice on whether something is safe or not. Instead they shall approach this from the position of any lay person. If, however, the Buyer representative does notice something on which they require assurance or clarification, they shall raise this with the Supplier or the Supplier's Sub-contractor's representative at the location where they are visiting. In no event are the Buyer representatives to be seen as offering professional advice on health and safety matters and as such, shall not be liable for any advice or comments or otherwise given to the Supplier or its Sub-contractors or any omission to give such advice, comments or otherwise.

8. PERFORMANCE IMPROVEMENT PROCESS AND REMEDIAL ACTION

8.1 The Supplier shall proactively identify and notify the Buyer of any actual or anticipated occurrences of underperformance when compared to the standard as required by the Call-Off Contract. Where the Buyer is aware of any actual or anticipated occurrences of underperformance then it shall be entitled to initiate the Performance Improvement Process but it shall be under no obligation to do so.

8.2 Where the Supplier has notified or the Buyer has identified any actual or anticipated under performance then this Performance Improvement Process shall apply.

8.3 Within such timescales as notified by the Buyer to the Supplier (taking into account all relevant circumstances in relation to the subject matter and nature of the default) but in any event no less than ten (10) Working Days following receipt of a Performance Improvement Notice the Supplier shall, following receipt of a Performance Improvement Notice submit a draft Performance Improvement Plan.

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- 8.4 The Buyer shall either approve the draft Performance Improvement Plan within ten (10) Working Days (or such other period as notified by the Buyer to the Supplier) of its receipt pursuant to Paragraph 8.3 or it shall inform the Supplier why it cannot accept the draft Performance Improvement Plan. In such circumstances, the Supplier shall address all such concerns in a revised Performance Improvement Plan, which it shall submit to the Buyer within a minimum period of ten (10) Working Days (or such greater period as notified by the Buyer to the Supplier) of its receipt of the Buyer's comments. If no such notice is given, the Supplier's draft Performance Improvement Plan shall be deemed to be agreed.
- 8.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Performance Improvement Plan.
- 8.6 If, despite the measures taken under Paragraph 8.4 a Performance Improvement Plan cannot be agreed within the minimum period of ten (10) Working Days (or such greater period as notified by the Buyer to the Supplier) then the Buyer may elect to end the Performance Improvement Process and refer the matter for resolution by the dispute resolution procedure set out in Clause 45 (Resolving Disputes) or terminate the Contract by giving written notice to the Supplier with immediate effect and without liability.
- 8.7 Without prejudice to any other rights or remedies of the Buyer, if a Performance Improvement Plan is agreed between the Parties, but the Supplier fails to implement the Performance Improvement Plan in accordance with its terms and by the required remedial plan completion date, the Buyer may:
- 8.7.1 terminate the Contract by giving written notice to the Supplier with immediate effect and without liability;
 - 8.7.2 give the Supplier a further opportunity to resume full implementation of the Performance Improvement Plan; or
 - 8.7.3 escalate any issues arising out of the failure to implement the Performance Improvement Plan to the Supplier's finance director (or equivalent) under the dispute resolution procedure set out in Clause 45 (Resolving Disputes),
- and the rights exercisable under this Paragraph shall be available to the Buyer on any repeat failure by the Supplier of a Performance Improvement Plan.
- 8.8 In the event that the Buyer is of the reasonable opinion that there has been a Material Breach of the Contract by the Supplier, then the Buyer may, without prejudice to its rights under Clause 14.4.5 (When the Authority or the Buyer can end a Contract), do any of the following:
- 8.8.1 without terminating the Contract, procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Buyer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
 - 8.8.2 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding

reduction in the Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

8.8.3 charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

8.9 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Buyer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within twenty (20) Working Days of the Buyer's instructions or such other period of time as the Buyer may direct.

8.10 In the event that the Supplier:

8.10.1 fails to comply with Paragraph 8.9 above and the failure is materially adverse to the interests of the Buyer or prevents the Buyer from discharging a statutory duty; or

8.10.2 persistently fails to comply with Paragraph 8.9 above;

the buyer may terminate the contract with immediate effect and without liability by giving the supplier notice in writing.