



RBC/ BfC CONTRACT MANAGEMENT GROUP

TERMS OF REFERENCE

1. **Purpose:** to periodically review each Party's respective performance, in particular the performance of the Services by the Company and the performance of the Dependencies (including the Support Services) by the Council. This in turn is to enable the Council to properly and effectively monitor the delivery of the Services and its statutory functions, whether by the Company or otherwise and equally allow the Company to effectively monitor the delivery of the Services of the Support Services.
2. **Membership** – The Contract Management Group (“**CMG**”) shall have a standing membership as follows:

Council	Company
Council Contract Representative	DCS
Council Head of Procurement	Company Finance Director
Council Head of Finance	Company Contract Representative

In addition to the standing membership of the CMG, other additional individuals from the Council or the Company may be asked to attend the all or part of the CMG as agreed in advance of each meeting.

3. **Representatives and Attendance at Meetings** – It is expected that the standing members of the CMG will be in attendance at all meetings. However in the event that a standing member is unable to attend a meeting they may nominate a representative of appropriate seniority, given the purpose and functions of the CMG, (a “**CMG Nominee**”) to attend on their behalf. Any CMG Nominee shall have the same rights and powers at the CMG as the appointed standing member.
4. **Functions** – The functions of the CMG shall include:
 - (a) monitoring the Company's performance of the Services against the KPIs, acknowledging areas of improvement and identifying areas of concern;
 - (b) monitoring the Council's performance of the Support Services against the SLA KPIs, acknowledging areas working well and identifying areas of concern;
 - (c) reviewing and considering records / logs regarding any use of the Informal Stage to address relevant contract issues and identifying any areas of concern;
 - (d) on a bi-monthly basis, reviewing and considering the General Performance Report (GPR) prepared by the Company and any advice and/or recommendations of the Improvement Board relating to the Children's Services Performance Report (CSPR) and identifying any areas of concern;

- (e) reviewing and considering the Finance Reports prepared by the Company;
 - (f) considering any issues referred to it in respect of the Council's performance of the Council Responsibilities and/or Dependencies and any issues associated with services provided by partner agencies or other divisions within the Council;
 - (g) considering any Rectification Plans which have been agreed between the Parties and for which a Resolution Notice has not yet been issued;
 - (h) inform discussions around potential service innovation and redesign to improve efficiency and effectiveness in the delivery of the Services;
 - (i) ensuring that approaches to performance management remain aligned;
 - (j) promote liaison between the Council, the Company, partner agencies and other relevant third parties (where applicable) to ensure that there is a positive exchange of information about factors that are impacting upon, or which may impact upon the Services;
 - (k) general horizon scanning, for example exchanging information about relevant partnerships and/or priorities or potential upcoming issues that may impact upon the performance of this Agreement, so that both Parties are able to consider such matters when making decisions;
 - (l) the positive exchange of information in good faith such that the Parties inform one another of any events (whether external or otherwise) that may affect the agreements between the Council and the Company and/or the performance of the Services, without prejudice to any confidentiality obligations that may be placed on a Party in this regard;
 - (m) considering government and/or Council policy objectives which may have an impact on the delivery of the Services;
 - (n) discussing and agreeing opportunities for sharing best practice across services delivered by the Company and services retained by the Council;
 - (o) to keep the both the Service Contract and the Support Services SLA KPIs under review and (where appropriate) seek to agree changes for the purposes of the Annual Performance Summary and Annual Review; and
 - (p) recording any Escalation Matters for the Issue Resolution Group detailing where the standing members (or their Nominees) reasonably consider that any performance issues, risks, decisions or other areas of concern identified are unable to be fully resolved by the CMG and/or rectified by either Party (as applicable) and which the CMG has decided should be escalated to the Issue Resolution Group for consideration.
5. **Frequency of meetings** – the CMG shall meet at least once every two months (i.e. bi-monthly), unless the Parties agree otherwise pursuant to a Change to the Contract.
6. **Agendas** – The CMG shall consider the most recently produced CSPR and GPR, together with such other matters as the standing members shall identify as of relevance to the delivery of the Services and/or the performance of this Agreement at an operational level. In consultation with the Company, the Council shall be responsible for circulating the agenda for



these meetings at least five (5) Working Days prior to the date on which the meeting is scheduled to take place.

7. **Chair** – the Council’s Contract Representative (or their CMG Nominee) shall chair the meetings of the CMG.
8. **Minutes** – a minute of, or action sheet for, all meetings of the CMG shall be prepared by the Council and circulated to the standing members of the CMG within the five (5) Working Days following the date on which the relevant CMG meeting was held. All records of the CMG shall be kept by the Council and shall be open to inspection by the Company at any reasonable time.
9. **Review of Terms of Reference** - these terms of reference are to be reviewed after the first 12 months of operation of the CMG to ensure that they remain an accurate reflection of the purpose and functions of the CMG.