

CALL-OFF CONTRACT

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This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [] ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On [insert date] the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986) inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 25 November 2021 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Off Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
 - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

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3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ			
2.	Supplier	Name:	Nepacs		
		Registered address:	20 Old Elvet Durham DH1 3HW		
		Registered number:	04216908		
3.	Call-Off Commencement Date	8 June 2023			
4.	Call-Off Expiry Date	7 June 2025			
5.	Customer Representative (Clause 13.6.2)				
6.	Supplier Representative (Clause 13.6.2)				
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).			
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:			
		Framework Agreement Clause number	Applies	Disapplies	Consequence
		9 (Implementation)		Disapplies	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)		Disapplies	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
		16.7 to 16.10 (Key Personnel)	Applies		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
		32 (Remediation Plan Process)	Applies		

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		33 (Delay Payments)		Disapplies	
		35 (Step-In Rights)	Applies		
		Schedule 7.2 (Payments on Termination)	Applies		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.			
		Provision	Tier One	Tier Two	Tier Three
		Schedule 7.4 (Financial Distress)			X
		Schedule 7.5 (Reports, Records and Audit Rights)			X
		Schedule 8.1 (Governance)			X
		Schedule 8.2 (Change Control)			X
		Schedule 8.5 (Exit Management)			X
		Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.			
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.			
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S1.			
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance). If the Authority, at its sole discretion, determines additional Information Assurance			

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		is required of the Supplier of this contract at any stage during the contract term, the Supplier may be required to comply with Security Level 2 (SL2), Security Level 3 (SL3) or Security Level 4 (SL4) of Schedule 2.4 throughout the lifetime of the contract.
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.
22.	Staff Transfer (Relevant Staff Transfer Schedule)	Schedule 9.1A/Schedule 9.1B shall apply to this Call-Off Contract Part B of Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract Part C of Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract Part D of Schedule 9.1A/Schedule 9.1B shall not apply to this Call-Off Contract Annex D1 to Part D – CSPS shall not apply to this Call-Off Contract. Annex D2 to Part D - LGPS shall not apply to this Call-Off Contract.
23.	Guarantee	Not applicable

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24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.		
25.	Notice provisions (Clause 46.4)		Supplier	Customer
		Contact		
		Address	20 Old Elvet Durham DH1 3HW	102 Petty France London SW1H 9AJ
		Email		
26.	(26A) Special Terms	Provisions for Implementation are as detailed in Schedule 2.1 Service Description. 1. IMPLEMENTATION 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date. 1.2 The Implementation Plan is set out in Annex 1. 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a Weekly report and meeting. 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan): a) incorporates all of the Mobilisation Activities for the purposes of this Call-Off Contract; b) includes (as a minimum) the Supplier's proposed timescales in each of the Activities; 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right: a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan. b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan. 2. COMPLETION OF THE IMPLEMENTATION PLAN 2.1 The Supplier shall ensure the Implementation Plan is completed in full by the end of the Implementation Period. 2.2 The provisions of Paragraph Error! Reference source not found. of Part B shall apply in respect of any failure to meet the Mobilisation		

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		<p>Milestones.</p> <p style="text-align: center;">PART B</p> <p style="text-align: center;">Mobilisation Activity Achievement</p> <p>3. ACHIEVEMENT OF ACTIVITY</p> <p>3.1 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.</p> <p>3.2 Any Disputes between the Customer and the Supplier regarding the Achievement of a Milestone shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.</p> <p>4. MISSED ACTIVITIES</p> <p>4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.</p> <p>4.2 Where any failure to Achieve an Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:</p> <p class="list-item-l1">a) terminate the Call-Off Contract on the basis of a Supplier Termination Event;</p> <p class="list-item-l1">b) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.</p> <p>4.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.</p> <p>5. DELAYS DUE TO CUSTOMER CAUSE</p> <p>If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.</p>
	(26B) Special Terms	Provisions for Performance Measures are as detailed in Schedule 2.1 Service Description. 1. Performance Indicators (PI) are required to be provided in a report format on a monthly basis, by the tenth (10th) of each month and shall come into

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		effect from the Call Off Commencement date. The Authority reserves the right to amend the reporting timescales in agreement with the Provider. The PI's reporting format shall be agreed upon by both parties as a part of the mobilisation period and the measurement of the PIs shall start at the Contract Commencement date. 2. For the avoidance of doubt any Call-Off Contract PI shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes. 3. If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement. 4. Providers are required to report against all PIs as per the table located in Clause 8 of Schedule 2.1 Service Description, in accordance with this Call-Off Contract. 5. With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties. In conjunction with paragraph 5 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.
	(26C) Special Terms	POTENTIAL EXTENSION OPTIONS 1.1 The initial contract term for this contract ends on 7 June 2025. At the end of the initial contract term, the Customer shall have an option to extend the Call-Off Contract to facilitate continued service delivery. 1.2 The particular terms and conditions of such extensions shall be agreed by both Parties no later than one (1) month prior to the contract expiry date. The initial extension option shall be no more than twelve (12) months in length. A further extension option of twelve (12) months may be granted using the same principles which shall apply to the first one. 1.3 For the avoidance of doubt, the extensions shall be on substantially the same terms as currently provided for in this Call-Off Contract with consequential amendments to reflect circumstances prevailing at the time the extension(s) is/are agreed. The requirements of the Customer, which shall form the subject-matter of the extension, shall be determined no later than one (1) month prior to the contract expiry date. The requirements will, in any event, share the objectives and outcomes stipulated in the ITT documentation. 1.4 Each extension shall be priced and costed using the same basis and principles which have been utilised to price and cost this Call-Off Contract, in conjunction with the pricing parameters for Years 3 & 4 in the Financial Model specific to each Lot, subject always to the final price calculation reflecting the exact requirements of the Customer, where such requirements exist. The Customer shall communicate these costs and pricing mechanisms to the Supplier no later than two (2) months before the contract expiry date. 1.5 The value for such extensions shall not exceed the limits set out in the Public Contract Regulations (2015), if any.

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		1.6 The aim of such extension will be to meet a gap in service provision to ensure service continuity to People on Probation.
	(26D) Special Terms	In this Call-Off Contract, the following definitions will apply in addition to those set out in Schedule 1 (Definitions) of the Framework Agreement:- "Call-Off Contract Year" means:- (a) Call-Off Contract Year Zero (0) shall be the period from the Call-Off Effective Date until the Call-Off Commencement Date; (b) Call-Off Contract Year One (1) shall be the period from the Call-Off Commencement Date up to and including the 7 June 2024; (c) Call-Off Contract Year Two (2) and subsequent years shall be a period of twelve (12) months commencing on the 8 June 2024. provided that the final Call-Off Contract Year shall end on the expiry or termination of the Call-Off Term and references to Call-Off Contract Year only shall be to any Call-Off Contract Year (as applicable) "Customer Approved System" means:- a) a tool, provided by the Customer (incorporating the relevant Customer Software and which the Customer has approved the Supplier to use), to record case management information and b) any other relevant systems of the Customer which the Customer may authorise the Supplier in writing to use from time to time in connection with a Call Off Contract c) In the Call-Off Contract Year One (1) this means secure email, for further contract years the Customer may change this and activate Item 13 of this Call-Off Contract Particulars. in each case, which is owned by the Customer or licensed to it by a third party "Extension Period" means a period of twelve (12) months from the end of the Call-Off Initial Term or an Extension Period (as applicable) "Initial Call-Off Term" means the period from and including the Call-Off Effective Date until 7 June 2025 "NPS Region" or "National Probation Service Region" means an area with a defined geographical boundary, within which probation services are delivered. Probation services are delivered across one or more Probation Delivery Units (PDUs), which collectively make-up a region. The terms 'National Probation Service' and 'Probation Service' will be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including

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	responses to clarifications. "Person on Probation" The phrase 'People on Probation' will be used interchangeably with the term 'Service User' (SU) for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications. "Probation Delivery Unit" or "PDU" means an area with a defined geographical boundary within a NPS region, where probation services are delivered. These areas were formally known as Local Delivery Unit (LDUs) "Provider" The terms 'Supplier' and 'Provider' will be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications. "Supplier" The terms 'Supplier' and 'Provider' will be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications.
Termination for Convenience	Summary of Termination for Convenience Right The Customer may terminate a Call-Off early for convenience by issuing a Termination Notice to the Supplier, subject to the Customer paying the Supplier the termination payments in accordance with Schedule 7.2 (Payments on Termination). At a high level the Termination Payment payable by the Customer to the Supplier is calculated as follows: Termination Payment = Breakage Cost Payment + Compensation Payment Breakage Cost Payment = Redundancy Costs + Contract Breakage Costs Compensation Payment = Charges (as stated in the Financial Model) over the Shortfall Period x Aggregate Retained The Breakage Cost Payment is capped at the lower of: - the Charges paid or payable in the last three full calendar months prior to the Termination Date; or - any relevant limit set out in the Call-Off Order Form. Redundancy Costs include statutory redundancy pay and, for any employee who transferred to the Supplier, contractual redundancy pay based on the terms which transferred (both elements apportioned by reference to the duration of the contract which had elapsed at the date of the termination). Contract Breakage Costs are termination costs payable by the Supplier to its Key Sub-contractors as a direct result of the early termination of the relevant Call-Off. The Shortfall Period for the Compensation Payment is the number of days by which the notice given falls short of 182 days. Aggregate Retained Percentage Amount is the total of all Retained Percentages (as set out in Appendix 1 of Schedule 2.2 (<i>Call-Off Performance Levels</i>)) multiplied by the total Charges paid

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		or payable for the Call-Off Contract Year immediately prior to the Termination Date.

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IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
the Secretary of State for Justice

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

SIGNED for and on behalf of
Nepacs

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

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2.1 CALL-OFF SERVICES DESCRIPTION

Circles of Support and Accountability (CoSA)

1. Introduction

1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.

1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:

1.2.1 the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;

1.2.2 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being: -

- (a) Introduction
- (b) In-Scope
- (c) Terminology
- (d) Background and Overview of Current Landscape
- (e) High Level Outcomes
- (f) Overview of Service Requirements
- (g) Referral Process, Monitoring and Reporting
- (h) Performance Indicators
- (i) General Requirements
- (j) Mobilisation

1.2.3 within the Geographical Locations set out in Part C.

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PART A - MANDATORY REQUIREMENTS

2. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

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PART B – SERVICE CATEGORIES

1. Introduction

- 1.1. The supplier shall provide this Service to people on probation convicted of sexual offences or sexually motivated offences.
- 1.1. The Supplier can provide this Service if qualified under any of the following Service Categories of this Framework:
 - 1.1.1. Emotional Well-Being
 - 1.1.2. Social Inclusion
 - 1.1.3. Family & Significant Others
 - 1.1.4. Lifestyle & Associates

2. In-Scope

- 2.1. There are no Cohort Service Category requirements under this Call-Off Contract.
- 2.2. The following Person(s) on Probation in-scope for this Call Off Contract, are those who;
 - 2.2.1. have an Index Sexual Offence (their offence for which they are serving their current sentence is a sexual offence. Individuals with a previous sexual offence, or a sexually motivated offence, may also be referred to this Service);
 - 2.2.2. are assessed by HMPPS as very high or high risk of serious harm;
 - 2.2.3. have agreed to a referral and have indicated their willingness to engage in CoSA.
 - 2.2.4. have at least 18 months on licence/order unless otherwise agreed.

3. Terminology

- 3.1. The following terms shall be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation, and any engagement and communications, including responses to clarification questions.
 - 3.1.1. “Provider” and “Supplier”
 - 3.1.2. “Person(s) on Probation” and “Service User(s)”
 - 3.1.3. “People on Probation” and “Service Users”
 - 3.1.4. “Probation Practitioner” and “Responsible Officer”

4. Background and Overview of Current Landscape

- 4.1. Managing people convicted of sexual offences is a key priority for the Probation Service. Sexual offending causes significant harm to victims and it is essential that we are able to use the most appropriate and effective measures available to manage risk, and support individuals to reduce their likelihood of further sexual offending in the future. Circles of Support and Accountability (CoSA) offer a way of engaging communities in a positive way to rehabilitate and hold to account those convicted of

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serious sexual offences. This involves engaging trained and well supported Volunteers to offer social contact, guidance and accountability.

- 4.2. Evidence shows that a constructive social and professional support network is one of several protective factors in helping people to desist from sexual offending. Circles of Support and Accountability (CoSA) is a service which supports people convicted of sexual offences, improving their emotional well-being by strengthening relationships and community ties.

5. High Level Outcomes

- 5.1. The Supplier must support People on Probation to achieve the below high-level outcomes:
 - 5.1.1. develop improved self-efficacy, resilience and ability to recognise and manage triggers to worsening well-being.
 - 5.1.2. have an increased ability to build and maintain appropriate social interactions.
 - 5.1.3. have an increased ability to engage with and access support services.
 - 5.1.4. making effective transitions from the structured prison environment to the community (where appropriate).
 - 5.1.5. support early post-release engagement with community-based services where appropriate.
 - 5.1.6. develop and sustain social networks to reduce social isolation.
 - 5.1.7. develop an improved pro-social self-identity and ability to access community-based support networks.
 - 5.1.8. sustain engagement in pro-social leisure interests and purposeful activities.
 - 5.1.9. risk to be managed effectively by identification of potentially risky behaviour/lifestyle deterioration, and appropriate action to be taken.

6. Overview of Service Requirements

- 6.1. The Provider is required to deliver Circles of Support and Accountability (CoSA) to People on Probation. To deliver the Intervention, the Supplier shall:
 - 6.1.1. Deliver Circles of Support and Accountability to People on Probation, in full compliance with the most up-to-date Circles UK Code of Practice throughout the duration of the Call-Off Contract.
 - 6.1.2. Achieve and maintain a Circles UK accreditation throughout the life of the contract. In the event of failure to obtain and/or maintain the accreditation at any point during the life of the Contract, the Supplier must inform the Authority within 24 hours.
 - 6.1.3. Ensure as far is as practicable, the Coordinator supervising the CoSA is the same individual throughout the duration of the CoSA.
 - 6.1.4. Assign and ensure a minimum of 4 and up to 6 Volunteers to each CoSA.
 - 6.1.5. Where during the delivery of a CoSA a volunteer leaves the CoSA or the Supplier believes the need of the Person(s) on Probation justifies a lower

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number of Volunteers than the minimum, approval to continue the CoSA on this basis must be approved by Circles UK and the Probation Practitioner.

- 6.1.6. Monitor CoSA delivery to ensure a presence of 4 Volunteers at every CoSA meeting with a Person(s) on Probation where possible. In no circumstances should a CoSA meeting with a Person(s) on Probation take place with less than 2 Volunteers present.
- 6.1.7. Commence each CoSA as soon as is possible upon deeming a Person(s) on Probation as eligible for a CoSA, and no later than 3 months from receiving the referral (except where the Person(s) on Probation has more than 3 months left to serve in custody).
 - 6.1.7.1. Where a Supplier receives a referral for a Person(s) on Probation in custody and deems it appropriate to commence the CoSA prior to the Person(s) on Probation's release from Prison, the Supplier may engage with the Person(s) on Probation. It must be noted that there is a dependency on the Authority to enable face-to-face access to Person(s) on Probations within custody, and Suppliers must plan the delivery of a full CoSA on the assumption that this access may not be possible.
- 6.1.8. Co-ordinate a meeting between relevant professionals or outer circle members, including the Probation Practitioner, Volunteers and Co-ordinator, prior to the commencement of the CoSA to ensure that relevant risk information is shared, and an appropriate Action Plan is created and agreed. The Person(s) on Probation can attend this meeting; however, this is on a voluntary basis, and it is not compulsory.
- 6.1.9. Discuss each individual Person(s) on Probation with the Probation Practitioner to agree the intended outcomes/ambitions of the CoSA and how it supports social reintegration and produce an Action Plan for each individual.
- 6.1.10. Share the completed Person(s) on Probation Action Plan with the Probation Practitioner, on the same day as completion.
- 6.1.11. Ensure, as far as is practicable, the Supplier Personnel (specifically the co-ordinator and Volunteers) delivering the Intervention to the Person(s) on Probation is the same throughout the duration of the Intervention.
- 6.1.12. Deliver the CoSA within timescales outlined in the Person(s) on Probation Action Plan and inform Probation Practitioner of any changes to planned Sessions and ensure this is recorded.
- 6.1.13. Attend and/or run any professionals' meetings as required by the customer, such as but not limited to MAPPA L1/2/3 (as mentioned in the General Requirements in G9).
- 6.2. As part of this Service, the Provider must deliver the following Activities:
 - 6.2.1. Advise Probation Practitioners on the suitability of referrals as set on Clause 7 of this Schedule.
 - 6.2.2. Assess, motivate and enable Person(s) on Probation to engage in CoSA.
 - 6.2.3. Recruit and train staff and Volunteers to standards set by Circles UK.
 - 6.2.4. Maintain and support Volunteers throughout the delivery of CoSA.

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- 6.2.5. Maintain processes to ensure the safety of Volunteers and Person(s) on Probation in line with the Circles UK Code of Practice.
- 6.2.6. Ensure, where possible, that CoSA Volunteers are recruited and maintained that represent the diverse characteristics of communities in the local geographies.
- 6.2.7. Meet with the Person(s) on Probation at a frequency determined by the relevant phase of the Circle as defined by Circles UK Code of Practice.
- 6.2.8. Potential pre-engagement with the Person(s) on Probation prior to release to Community (where appropriate). Please see 6.1.7.
- 6.2.9. Identify/provide Pre-approved Venues for the CoSA to take place (To be approved by the Authority).
- 6.2.10. Share information throughout the process, with relevant agencies, to support effective risk management, safeguarding and operation of the CoSA, including working with MAPPA as required.
- 6.2.11. Support Person(s) on Probation to integrate into local communities, considering any risk they may present.
- 6.2.12. Safely bring the CoSA to a conclusion, either planned or unplanned, in conjunction with the Probation Practitioners.
 - 6.2.12.1. The Authority may request early CoSA termination due to exceptional circumstances, the Supplier must have exit arrangements in place to safely terminate the CoSA in line with Circles UK Code of Practice.
- 6.2.13. Ensure continuous professional development of staff and Volunteers, including relating to any changes to the Circles UK Code of Practice.

7. Referral Process, Monitoring and Reporting

- 7.1. The Authority shall request Services from the Supplier for each Person(s) on Probation via a Referral, that shall contain, as a minimum, the following information:
 - 7.1.1. anticipated date that the Intervention is likely to be required, to commence;
 - 7.1.2. age;
 - 7.1.3. Contact details of the person being referred and the person making the referral;
 - 7.1.4. Case Reference Number (CRN);
 - 7.1.5. any Protected Characteristics;
 - 7.1.6. Risk of Reconviction details;
 - 7.1.7. Risk of Serious Harm details;
 - 7.1.8. Any restrictions to which the person is subject that are relevant to the delivery of the CoSA;
 - 7.1.9. Any additional Information (to be agreed by both Parties during mobilisation period)

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- 7.2. The Authority shall notify the Supplier of any changes to these details within 1 Working Day of becoming aware of such changes.
- 7.3. Upon receipt of the referral via the Customer Approved System, the Provider must offer and complete an Initial Assessment with the Person(s) on Probation, to ensure the Person(s) on Probation is suitable to receive CoSA. The Supplier shall notify the outcome of this Initial Assessment to the Authority, informing the reason for unsuitability, if applicable.

The following are the Supplier's timescales and obligations when receiving a Referral:

- 7.3.1. Confirm the receipt of the Referral to the Probation Practitioner within two (2) working days of receiving the Referral; and
- 7.3.2. Contact the Person(s) on Probation with the date and time of the Initial Assessment. The Initial Assessment must take place within ten (10) working days of receipt of the Referral and the Person(s) on Probation must have five (5) working days' notice of the Initial Assessment (unless the Probation Practitioner agrees to an earlier date).
- 7.3.3. The Supplier must notify the Probation Practitioner as soon as practicable, or no more than one (1) working day, if the Supplier assesses a Person(s) on Probation is unsuitable.
- 7.3.4. Where possible the Supplier should conduct the Initial Assessment in a face-to-face setting, where this is not possible (due to prison location, for example), the Initial Assessment may be undertaken by telephone or video conference.
- 7.4. During the course of the CoSA the Authority will inform the Supplier of new or updated risk -related information which may arise during the course of the intervention and notify the Supplier in advance, where possible, if they become aware that a Person(s) on Probation is unable to attend a CoSA meeting.
- 7.5. During the course of the CoSA the Supplier shall monitor the Person(s) on Probation and must:
- 7.5.1. Report on progress/ identified issues on a regular basis after each Session. This must be carried out within one (1) working day after each Circle meeting.
- 7.5.2. Engage with any request from the Probation Practitioner with regards to updates on the Person(s) on Probation at any point during delivery of the Intervention.
- 7.5.3. Inform The Authority within 24 hours but, where possible, on the same day, of an individual failing to attend for a CoSA meeting, the Supplier must also advise the Probation Practitioner of the next appointment.
- 7.5.4. Complete an End of Service Report and share with the Probation Practitioner within five (5) Working Days following the Final Session with the Person(s) on Probation.
- 7.5.4.1. End of Service Report may include a Satisfaction Survey, the format shall be agreed with The Authority upon request. Once requested, the Supplier must provide the Satisfaction Survey for the Person(s) on Probation to complete as part of the final session.
- 7.5.5. Communicate immediately (on the same working day) to the customer any information gained by the supplier relating to risk to children, risk to adults,

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risk to victims (previous or potential), risk to self or risk to any other individual. If this is not possible the Supplier must take any action deemed suitable to manage the risk, which may include contacting the police. The Supplier must fill in an incident/accident form, the template and timescales of this form shall be agreed during Mobilisation.

- 7.5.5.1. The Authority may provide out of hours contact details to be contacted in case of 7.5.5.

8. Performance Indicators

- 8.1. Providers are required to provide an update on the delivery against the Performance Indicators in a report format on a monthly basis. The specific date and format for these reports shall be agreed by both Parties during the mobilisation period.
- 8.2. If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement.
- 8.3. Provider are required to report against the following Performance Indicators on a monthly basis (format and frequency to be agreed by both Parties during the mobilisation period):

Call-Off Contract Performance Indicators	Definition and Formula for Calculating Actual Performance	Frequency of Measurement	Target Performance Level	Trigger Level
PI1 – Ensure the agreed minimum number of Volunteers are assigned to each CoSA.	The percentage of CoSA sessions delivered with the agreed minimum number of Volunteers assigned.	Measurement Period – On the 10 th of each month or as per amended reporting timescales, agreed by both Parties.	80% of all CoSA sessions with the agreed minimum number of Volunteers assigned.	When the Target Performance Level falls to 80% in conjunction with PI1.
PI2 – Every CoSA should begin within 3 months of the Person(s) on Probation being referred (except where the Person(s) on Probation has more than 3 months left to serve in custody).	The percentage of CoSA first sessions delivered within 3 months of the Person(s) on Probation being referred (except where the Person(s) on Probation has more than 3 months left to serve in custody).	Measurement Period – On the 10 th of each month or as per amended reporting timescales, agreed by both Parties.	80% of all CoSA first sessions delivered within 3 months of the Person(s) on Probation being referred (except where the Person(s) on Probation has more than 3 months left to serve in custody).	When the Target Performance Level falls to 80% in conjunction with PI2.

9. General Requirements

- 9.1. The following General Requirements shall be applicable to this Call-Off Contract.

General Requirements	
Ref	Requirement

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G1	The Supplier must deliver Services in a way which reflects each Person(s) on Probation's Protected Characteristics and/or specific needs in accordance with and to reflect each Person(s) on Probation's Action Plan and which are agreed with each Person(s) on Probation, specifically: Black, Asian and Minority Ethnic (including Gypsy, Roma, Travellers) The Supplier must deliver the Services in a way which meets the additional and specific needs of Black, Asian, Minority Ethnic (BAME) Person(s) on Probation and assists them to reduce social isolation and secure and maintain engagement with community services. The Supplier shall therefore deliver the Services, including but not limited to the following: 1. In a way which meets the additional and specific needs of those who are Black, Asian and Minority Ethnic as identified in the Referral. 2. By Supplier Personnel who are appropriately trained to be Culturally Competent, and, where appropriate, to include Supplier Personnel who share aspects of the Person(s) on Probation's identity; and 3. Recognising the need for Black, Asian and Minority Ethnic Person(s) on Probation to express their cultural identity free from fear of being stereotyped or discriminated against. Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical Health Difficulties and Neurodiversity The Supplier must deliver the Services in a way which meets the additional and specific needs of Person(s) on Probation with Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical Health Difficulties and Neurodiversity and assists them to secure and maintain community integration. The Supplier shall therefore deliver the Services including, but not limited to, the following: 1. Using locations and materials which are easily accessible; 2. Amending the delivery of Services to respond to specific needs identified by the Probation Practitioner in the Referral; and 3. Supporting referral to Suppliers of specialist services which meet the additional needs of those with Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical Health Difficulties and Neurodiversity Young Adults The Supplier must deliver the Services in a way which meets the additional and specific needs of young adults (aged 18-25) and assists them to secure and maintain community networks. The Supplier shall therefore deliver the Services including, but not limited to, the following: 1. Building the Person(s) on Probation's resistance to peer influence; 2. Developing the Person(s) on Probation's self-sufficiency and independence; 3. Providing the Person(s) on Probation's with access to additional support for care leavers (where appropriate); and 4. Increasing the Services User's ability to focus on future plans and goals. Veterans The Supplier must deliver the Services in a way which facilitates the Person(s) on Probation to engage with services such as military charities/Suppliers which offer additional support or resources which will contribute to rehabilitation. Foreign National Offenders
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	The Supplier shall be required to deliver the Services to Foreign National Person(s) on Probation who are: 1. Not subject to deportation action by Home Office and released directly from prison into the community once they reach their custodial release date; 2. Subject to deportation action by Home Office and: 2.1 released directly from prison into the community once they reach their custodial release date, and until they are subsequently deported overseas; or 2.2 transferred from prison to an Immigration Removal Centre once they reach their custodial release date, and at the point that they are released into the community (if they are still on licence). And, in relation to such Person(s) on Probation's, the Supplier must deliver the Services in a way that: 1. Meets the additional/specific needs identified in the Referral; and 2. Takes account of the difficulties that arise in relation to immigration status and limited access to Statutory Services. Gender Identity The Services shall be delivered to the specific Person(s) on Probation detailed as in-scope within this Call-Off Contract and such Person(s) on Probation shall be so considered based on the gender by which they consistently identify. Where a Person(s) on Probation identifies as transgender, Services shall be delivered in accordance with the Care and Management of Individuals who are Transgender policy framework¹. Age / Health The Services shall be delivered that meet the needs of older Person(s) on Probation, those with physical disabilities and/ or mental health difficulties. OUT OF SCOPE The Supplier is not required to: 1. Deliver Interventions to Person(s) on Probation who are subject to deportation action by Home Office and removed overseas directly from prison. 2. Deliver Interventions to Person(s) on Probation who are subject to deportation action by Home Office and transferred from prison to an Immigration Removal Centre once they reach their custodial release date and are then deported overseas.
G2	The Supplier must: 1. Deliver the Services in a language or format the Person(s) on Probation is able to understand. 2. Where the Call-Off Competition stipulates that the Services are to be delivered in Wales, deliver all instructions to report in Welsh in accordance with the Welsh Language Scheme 2018 and Welsh Language Act 1993 for service delivery in Wales.

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G3	The Supplier shall maintain continuity of Service in the case of Disaster in accordance with the Service Continuity Plan prepared by the Supplier pursuant to the terms of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning): 1. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.6 of the Framework Agreement, and the requirements as set out in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) maintain Services in the event of sickness of individual members of Supplier Personnel and the Supplier must ensure that an equivalent replacement member of the Supplier Personnel shall be deployed in such instance. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.5 of the Framework Agreement, make every endeavour to ensure that any Supplier Personnel assigned to a Person(s) on Probation remains consistent throughout the duration of the Intervention as applicable.
G4	The Supplier shall work with the Authority to develop digital structures and keep up to date with any changes required (for example remaining compliant with the Authority's choice of browser).
G5	The Supplier must: 1. Record on the Customer Approved System and alert the Probation Practitioner by the end of the same Working Day as the activity is undertaken and in the case of: 1.1 any instances of Unacceptable Behaviour by the Person(s) on Probation; 1.2 any behaviour or information that may indicate a Risk of Serious Harm posed by the Person(s) on Probation; 1.3 any information that may impact upon child or adult safeguarding concerns; and 1.4 any new information that indicates that the Person(s) on Probation is at increased risk in relation to self-harm, human trafficking, modern - day slavery, gangs, extremism, radicalisation or county lines. Where the Supplier considers the information in 1.1 - 1.4 to present an imminent Risk of Serious Harm the Supplier must immediately notify the Probation Practitioner either in person, telephone, email, and, where appropriate, the police. The Supplier shall continue to instruct the Person(s) on Probation following the occurrence of 1.1 or 1.2 above until the Probation Practitioner informs the Supplier of alternative action unless the Supplier reasonably considers that to do so would present a risk to staff, the public or other Person(s) on Probation. The Supplier must deliver the Services in a way which takes full account of any identified concerns about adult safeguarding and/or child safeguarding. Where the Probation Practitioner has identified public protection concerns, the Services which are provided should be delivered in a way which takes full account of these risks. The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities) <i>Within the Referral, the Probation Practitioner will inform the Supplier of Alternative contact details in the event the Probation Practitioner is unavailable, in the event of 1.1-1.4 occurring.</i>
G6	The Supplier must: 1. Notwithstanding the generality of the requirements in Clause 16 of the Framework Agreement, provide all Supplier Personnel with full introductory training required to complete their role in the delivery of the Services prior to the Call-Off Commencement Date, including, as a minimum training in relation to: F To a standard that allows Supplier Personnel to recognise issues of concern and to share information with the Probation Practitioner via the Customer Approved System. 2. Provide a record of completed training undertaken by each Supplier Personnel which must be provided to the Authority prior to the Call-Off Commencement Date and every twelve (12) months thereafter. A record of completed training for each Supplier

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	Personnel must be updated every twelve (12) months and made available to the Authority on request. 3. Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following general skills: 3.1 Working with Person(s) on Probation - The ability to: 3.1.1 listen and communicate effectively; 3.1.2 motivate and promote a Person(s) on Probation's belief in their ability to change; 3.1.3 work with Person(s) on Probation's with varying complexity of needs; 3.1.4 be alert and responsive to behaviour, information or other changes which could indicate a change in Risk of Serious Harm; and 3.1.5 respond appropriately to challenging behaviour (including Unacceptable Behaviour) in order to de-escalate tension, enable a Person(s) on Probation to manage strong feelings and to ensure their own safety and that of others. 3.2 Recording/ information-sharing - The ability to: 3.2.1 Use digital systems to complete, maintain and review Person(s) on Probation Action Plans, record all activity and share information appropriately with the Probation Practitioner. 3.2.2 Use digital technology with Person(s) on Probation. 3.2.3 Share with the Authority via the Customer Approved System. 3.3 Comply with policies/procedures - The ability to: 3.3.1 Understand and follow policies and procedures appropriate both to the Supplier and to the probation sector generally. 3.4 Proactively manage a caseload of Person(s) on Probation in line with the information contained within the Referral provided by the Probation Practitioner.
G7	The Supplier must provide Supplier Personnel with Continuous Professional Development. This will include refresher courses on the above G6 1.1 – 1.7 but may also include wider practice issues e.g. engaging with Person(s) on Probation, support and motivate compliance, pro-social modelling, trauma informed work, problem solving techniques to model life skills, domestic abuse and substance abuse awareness, procedural justice and positive reinforcement and desistance. A record of Continuous Professional Development for each Supplier Personnel must be updated every twelve (12) months and made available to the Authority on request.

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G8	The Supplier must provide the Authority with any information in relation to the Person(s) on Probation, as requested, for the purpose of informing any Pre-Sentence Report in relation to any new or historic offences, for which the Person(s) on Probation is due to be sentenced. This must be provided in a timescale required by the court and in a format stipulated by the Authority. The following shall be considered a Dependency for the purposes of Schedule 3(Customer Responsibilities) <i>The Probation Practitioner will issue request for information as is reasonably practicable and will stipulate the format in which it is required.</i>
G9	The Supplier must: 1. Provide a verbal or written update and/or a written report to the Probation Practitioner for the purpose of informing Multi-Agency Partnership Meetings, in a format instructed by the Probation Service, to address issues as requested by the Probation Practitioner or other statutory agencies with whom the Supplier is liaising. 2. Provide Services that meet the needs/emerging needs of cohorts including care leavers, Foreign Nationals (in line with legislation), those convicted of sexual or arson offences and MAPPA cases. More information on this can be found at the following link: https://www.gov.uk/government/publications/multi-agency-public-protection-arrangements-mappa--2 The following shall be considered a Dependency for the purposes of Schedule 3(Customer Responsibilities) <i>The Probation Practitioner will issue requests for information in a timely manner.</i>
G10	The Supplier must: 1. Provide a Directory of Services to the Authority, in an electronic format, and input information from the Directory of Services into the Customer Approved System prior to the Call Off Commencement Date, in sufficient detail to: 1.1 describe the delivery methods of each Activity that form the Services; 1.2 advise the court and Probation Practitioners of the range of Activities and Sessions available that meet the Person(s) on Probation' needs and the linked Outcomes; 1.3 describe the time (where appropriate) and location of the Activities;and 1.4 describe any other key details that would help inform a Referral,that the Authority may instruct to be included; 2. Always maintain an active and appropriately populated Directory of Services and Customer Approved System. 3. Review on a quarterly basis and update both the Directory of Services and Customer Approved System within five (5) Working Days when there is a removal, addition or alteration of any Session.
G11	Notwithstanding any specific requirements regarding facilities or estates within the Framework Agreement, the Supplier must provide: 1. A safe environment for Person(s) on Probation; 2. Appropriate space in which to deliver the Services and so that such delivery of the Services is provided within an environment which meets the diverse needs and requirements of Person(s) on Probation including relevant Protected Characteristics; and 3. An estate with the correct conditions of use for Person(s) on Probation to attend the property If, during the Call-Off Term, the Supplier is required to move premises or undertake any

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	refurbishments, the Supplier must ensure that such is undertaken in a way so as to minimise the impact on delivery of the Services, and the impact on Person(s) on Probation, any other stakeholders or the general public.
G12	The Supplier must ensure Short Notice changes to scheduling of Services should only be made if unavoidable; and notify the Probation Practitioner and Person(s) on Probation as soon as practicable or at least two (2) hours prior to the time of appointment.
G13	In the event of a Person(s) on Probation transferring out of Contract Area prior to the completion of Service delivery, and when instructed by the Probation Practitioner, the Supplier must: 1. Conduct a Final Session with the Person(s) on Probation that provides opportunity for feedback from the Person(s) on Probation; 2. Complete an End of Service Report and share with the Probation Practitioner via the Customer Approved System within five (5) Working Days following the Final Session with the Person(s) on Probation; and 3. Provide the Probation Practitioner with appropriate next steps for the Person(s) on Probation which may be shared with another Authority Probation Provider in a different Contract Area for a continuation of Intervention delivery. All information in relation to Services delivered may be shared with another Authority Probation Provider by the Probation Practitioner. The following shall be considered a Dependency for the purposes of Schedule 3(Customer Responsibilities) <i>The Authority will issue any Contract Area transfer requests to the Supplier within two (2) Working Days of being made aware of a Person(s) on Probation transferring out of Contract Area.</i>
G14	In the event the Authority requests the Supplier to contribute to Authority liaison arrangements with judges and magistrates, the Supplier must do so in accordance with any guidance issued by the Authority, in the format requested by the Authority. The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities) <i>The Authority to inform the Supplier of liaison meetings, including dates and requirements for the Supplier's input in a timely manner.</i>
G15	The Supplier must, in the case of Serious Further Offence Review, Domestic Homicide Review, Serious Case Review or HMIP Inspection; 1. provide all Supplier Information as requested in the timescale and format specified by Authority or Related Third Party, and 2. make Supplier Personnel available to attend any meetings, in person, as requested by the Authority or Related Third Party. The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities): <i>The Authority will issue requests to the Supplier within two (2) Working Days of being made aware of the need for the provision of Supplier Information or for Supplier Personnel to attend meetings.</i>

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G16	The Supplier must, in the case of the Enforcement of the Services: 1. Supply all information required for the Breach Pack, including Section 9 statements (where required) to the Probation Practitioner within five (5) Working Days of the request from the Probation Practitioner; (except in the case of an expedited breach or urgent Recall where written information will be required immediately) 2. Enable any Supplier Personnel connected to the delivery of the Services to attend court for contested breaches when required; and 3. Provide the Probation Practitioner with an indication if any element of the Intervention will continue during enforcement proceedings and or a short period of imprisonment including a short-term Recall of fourteen (14) calendar days, fixed term Recall of 28 days or a return to custody of up to fourteen (14) days in the case of Post Sentence Supervision.
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¹ <https://www.gov.uk/government/publications/the-care-and-management-of-individuals-who-are-transgender>

10. Mobilisation

- 10.1. The Mobilisation period, inclusive of the Mobilisation Milestone outlined at 10.3, shall take up to three (3) months.
- 10.2. The Supplier shall be required to attend weekly mobilisation meetings as agreed by both parties. If additional meetings are required to ensure the service is mobilised, both parties will agree to the best course of action.
- 10.3. The Supplier shall complete the following Mobilisation Milestones by the relevant completion date as set out below in the Implementation Plan;

KEY MILESTONE REFERENCE	Key Implementation Milestone	Milestone Completion Date	Acceptance Criteria
IM1 – General 1	Have a robust Referral process in place, with a clear understanding of the requirements of all parties	Prior to Call-Off Commencement	To be agreed post contract award
IM2 – General 2	Have the Circles UK Accreditation to deliver this service	Prior to Call-Off Commencement	To be agreed post contract award
IM3 – General 3	Have a Key Performance Indicators Reporting Format in place, as agreed by the Authority	Prior to Call-Off Commencement	To be agreed post contract award
IM4 – General 4	Have all templates of the required reporting set on Schedule 2.1 Clause 7 and Schedule 7.5 of the Call-off Contract in place, as agreed by the Authority	Prior to Call-Off Commencement	To be agreed post contract award
IM5 – General 5	Ensure that sufficient staff for the Call-Off Commencement Date have been recruited and trained in accordance with this contract.	2 days Prior to Call-Off Commencement	A record evidencing that training has been completed by the Suppliers existing and newly recruited staff. The record must evidence recruitment and training of sufficient staff to enable Service

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			delivery to commence on the Call-Off Commencement Date. The Supplier should note: Training must be completed for all staff save for any Transferring Former Supplier Employees. For the avoidance of doubt, Transferring Former Supplier Employees must be trained but this may take place after the Milestone Completion Date. A plan detailing when the Supplier will train Transferring Former Supplier Employees should be provided
IM6 – General 6	Have an established process to carry out risk assessments of identified premises and ensure suitability for the individual Person(s) on Probation's identified risks, needs and limitations	Prior to Call-Off Commencement	To be agreed post contract award
IM7 – ICT1	Engagement with the Customer's Information Security function to ensure the security of any personal Authority data held in relations to the delivery of Service, will comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018	Two (2) weeks prior to Call-Off Commencement Date	To be agreed post contract award
IM8 – ICT2	Meeting the relevant cyber, information assurance and data processing standards	Two (2) weeks prior to Call-Off Commencement Date	Provide a copy of UK Government Accreditation Scheme OR Copy of Cyber Essentials Basic;
IM9 – ICT3	Meeting the NCSC Cloud Security Principles	Two (2) weeks prior to Call-Off Commencement Date	Demonstrate compliance with NCSC Cloud Security Principles (where hosting Customer Data)
IM10 – ICT4	Meeting the requirements of the Information Security Management Plan	Two (2) weeks prior to Call-Off Commencement Date	Provide an Authority approved copy of the Information Security Management Plan
IM11 – ICT5	Provide assurance that all Sub-contractors, sub-processes, supply chain and any other relevant third parties have the	Two (2) weeks prior to Call-Off Commencement Date	To be agreed post contract award

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	appropriate Security requirements in place in line with Schedules 2.3 (Standards) and 2.4 (Information Security and Assurance)		
IM12 – WF1	Ensure that the Suppliers staff have the appropriate vetting or re-vetting to the required level in accordance with; • PSI 2014/07; • Probation Instruction 2014/03; • Probation Instruction 2014/23; • Probation Instruction 2014/60	Two (2) days prior to Call-Off Commencement Date	Demonstration that the Supplier has completed vetting of sufficient staff for Call-Off Commencement Date as required by the relevant Probation Instructions; Details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier will ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.

PART C – GEOGRAPHICAL LOCATIONS

1. The Supplier shall provide the Services (as selected in Part B above) in the following Geographical Locations.
2. **Yorkshire and the Humber Probation Service Region**

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SCHEDULE 2.5

CALL-OFF INSURANCE

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	Zurich Insurance Plc	£5,000,000 – Public Liability £5,000,000 – Products Liability
Professional Indemnity Insurance	Zurich Insurance Plc	£5,000,000
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	Zurich Insurance Plc	£10,000,000 – Employer's Liability

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SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
<i>[Set out specific responsibility here]</i>	<i>[Refer to specific clause/paragraphs and schedule here]</i>

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

Please see Annex A – Nepacs-COSA-TQ-Yorkshire and the Humber

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	15/11/2023	REDACTED Annex B – Financial Response Template	Length of the contract
2	15/11/2023	All personnel details	Length of the contract
3	15/11/2023	REDACTED Model diagrams	Length of the contract

SCHEDULE 4.3**CALL-OFF SUB-CONTRACTING**

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
Humbercare Limited 81 Beverley Road, Hull, HU3 1XR	Registered Charity: 702269 Companies House Number: 2432547	Emotional wellbeing Accommodation On Dynamic Framework	Delivery of COSA service across Humber and Yorkshire region already been delivered by Humbercare up until April 2024.		[Level 1]

SCHEDULE 6.2**CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A							

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
SafeShores Lone Working software	SafeShores	Safety alert system enabling Volunteers and Staff to provide real-time safety alerts	TBC	None	1	COTS	None

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

- 1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Unit Price

- 1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

2. UNIT PRICE

- 2.1 The Unit Prices shall be as set in The Supplier's Financial Model is set out at Annex 1.
- 2.2 During the period of this contract, the Supplier should provide the reports describe in Schedule 7.5 of this Call-Off to inform the costs of the service delivered throughout the month.
- 2.3 The maximum contract value for this contract is defined in Annex B – Financial Model.

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ANNEX 1

FINANCIAL MODEL

Please see Annex B – Financial Response Template – Yorkshire and the Humber

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

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ANNEX 1

RATING AGENCIES

Not Applicable to this Call-Off Contract

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ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

Not Applicable to this Call-Off Contract

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) shall not be applicable to this Call-Off Contract.

4. ADDITIONAL REPORTS

- 4.1 Complete a monthly report in a template agreed with The Authority including, but not limited to:
- 4.1.1 The number of CoSA sessions delivered;
 - 4.1.2 The number of active Person(s) on Probation receiving CoSA and at which stage;
 - 4.1.3 The number of planned and unplanned CoSA that have ended (detailing the reason for an unplanned ending);
 - 4.1.4 Number of referrals received and number of referrals outstanding;
 - 4.1.5 Total number of active Volunteers trained;
 - 4.1.6 Any other further information as requested by The Authority on monthly or ad hoc basis.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.1, Section 8 Performance Indicators	As per Special Terms	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in Schedule 2.1 Section 8 Performance Indicators	As described in accordance with the Special Terms	Every 3 months
Charges	Total Charges Actual Supplier Profit/Surplus Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements	Information including turnover, actual spend,	As notified by the Customer from time to	Annual Report

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(the "Management Accounts")	forecast outturn, cashflow and assets	time	
Implementation Plan and Milestone achievement report	As described in Contract Particulars clause 26A and Schedule 2.1 and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board
Additional CoSA Reports	As described in Clause 4 of Schedule 7.5 (Reports, Records and Audit Rights)	As described in Clause 4 of Schedule 7.5 (Reports, Records and Audit Rights)	Monthly

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1**CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) Service Management Board

Customer Members of Service Management Board	
Supplier Members of Service Management Board	
Start Date for Service Management Board meetings	TBC
Location of Service Management Board meetings	TBC

b) Contract Strategy Board

Customer members of Contract Strategy Board	
Supplier members of Contract Strategy Board	
Start date for Contract Strategy Board meetings	TBC
Location of Contract Strategy Board meetings	TBC

c) Change Management Board

Customer Members of Change Management Board	
Supplier Members of Change Management Board	
Start Date for Change Management Board meetings	TBC
Location of Change Management Board meetings	TBC

1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

Customer attendees for annual review meeting	
Supplier attendees for annual review meeting	

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SCHEDULE 9.1A (FOR USE IN RESPECT OF DAY 1 SERVICES)

STAFF TRANSFER

LIST OF NOTIFIED SUB-CONTRACTORS

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SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)

STAFF TRANSFER

LIST OF NOTIFIED SUB-CONTRACTORS

SCHEDULE 9.2**CALL-OFF KEY PERSONNEL**

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
Supplier Representative		Partnership relationships, liaison with commissioners, oversight of delivery, oversight of mobilisation plan Support with implementation and operational delivery	Mobilisation and delivery	Length of the contract
Framework Supplier Representative		Liaison for key issues regarding framework delivery	Throughout	Length of the contract
Exit Manager		Management of exit plan, relationships with commissioners and partners	Throughout	Length of the contract
Additional Supplier Representative		Deputy Chief Officer, Humbercare Head of Services, Humbercare Assistant Head of Services, Humbercare	Call off contract Length of the contract	Call off contract Length of the contract
Additional Framework Supplier Representative		Deputy Chief Officer, Humbercare	Call off contract Length of the contract	Call off contract Length of the contract

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Additional Manager	Exit		Deputy Chief Officer, Humbercare Head of Services, Humbercare Assistant Head of Services, Humbercare	Call off contract Length of the contract	Call off contract Length of the contract
Volunteer Coordinators			Volunteer Organisation	Call off contract Length of the contract	Call off contract Length of the contract
Additional Volunteer Coordinators			Volunteer Coordinators, Humbercare	Call off contract Length of the contract	Call off contract Length of the contract

SCHEDULE 10**CALL-OFF PROCESSING OF PERSONAL DATA****PART 1****1. SCHEDULE OF DATA SHARING PARTICULARS**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	The data map set out at Appendix D (DF Personal Data Map), tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier acts as controller or joint controller with the Customer and/or each of the Related Third Parties. Details of all data sharing and onward sharing by the Supplier, where it acts as controller or joint controller, is as set out in the data map at Appendix D tab 2. The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.
Permitted Purpose	The lawful basis and purpose as set out in the data map.

PART 2**1. SCHEDULE OF DATA PROCESSING PARTICULARS**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	The data map set out at Appendix D (DF Personal Data Map); Tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier is identified as a processor. Details of all data sharing and onward sharing where the Supplier acts as processor with sub-processors is as set out in the data map at Appendix D (DF Personal Data Map) tab 2. The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.