



Ministry of
JUSTICE

Ministry of Justice

Call Off Order Form for the provision of operational temporary
workers to the National Probation
Service

Between

The Ministry of Justice {"Customer "}

and

Servoca Resourcing Solutions Limited {"Service Provider "}

**THE PROVISION OF OPERATIONAL TEMPORARY WORKERS TO THE NATIONAL PROBATION
SERVICE CALL OFF ORDER FORM AND CALL OFF TERMS**

**PART 1- THE PROVISION OF OPERATIONAL TEMPORARY WORKERS TO THE NATIONAL PROBATION
SERVICE CALL OFF ORDER FORM**

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for **the provision of Operational temporary workers to the National Probation Service** dated 01/06/2020.

The Service Provider agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

From	The Ministry of Justice (together with its associated agencies and public bodies as applicable} "CUSTOMER" [REDACTED] "CUSTOMER REPRESENTATIVE"
To	SERVOCA RESOURCING SOLUTIONS LIMITED "SERVICE PROVIDER" [REDACTED] "SERVICE PROVIDER REPRESENTATIVE"

SECTION B

CALL OFF CONTRACT PERIOD, VOLUME, AGENCIES

1.1.	<p>Commencement Date:</p> <p>The Call Off Commencement Date shall be 01/06/20.</p> <p>Expiry Date: The end date of the Initial Period shall be 31/05/2021, with an additional option to extend for up to 12 months.</p>
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SERVICES

2.1	<p>Services required: As specified in Framework Schedule 1: Services</p> <p>Part A - Framework Services</p> <p>This Framework Schedule 1 Part A specifies the Services that the Supplier shall make available to the Authority throughout the duration of the Framework Agreement:</p> <p>The National Probation Service (NPS) has a requirement for temporary workers to be provided to cover periods of absence and to provide cover where a vacancy exists. Additionally, there is a specific requirement for temporary workers to be provided for pre-sentence report writing as detailed below.</p> <p>The requirement is for the following types of workers, to be charged at an hourly rate:</p> <ul style="list-style-type: none"><input type="checkbox"/> Senior Probation Officers<input type="checkbox"/> Probation Officers<input type="checkbox"/> Probation Services Officers <p>Detailed specifications for each type of worker are set out in Part B of this Schedule.</p> <p>Additionally, Probation Officers and Probation Services Officers may be required to write Pre-Sentence Reports. Report writing will be charged at a fixed rate per report. Report writing can be undertaken as additional work by Temporary Workers assigned to a case management role, however this must not impact on their primary assignment.</p> <p>The Supplier must be able to supply Temporary Workers to any Authority site across all divisions (within the Lot that they have been awarded) within England and Wales (including Approved Premises) and also, where required, to prison establishments. Maps of these sites can be accessed by following the links below.</p> <p>https://www.gov.uk/government/publications/national-probation-service-individual-division-maps</p> <p>Additionally, Court building addresses can be found at the below link:</p> <p>https://courtribunalfinder.service.gov.uk/courts/</p>
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3.1	Implementation Plan: N/a
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CONTRACT PERFORMANCE

4.1	Standards: As defined in Clause 5 (temporary worker services) of the Framework Agreement.
4.2	KPI's: As defined in Schedule 1 and 6 of the Framework Agreement.

4.3	Period for providing Rectification Plan: N/a
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PAYMENT

5.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>These rates will apply to all assignments starting on or subsequent to 1st June 2020.</p> <p>Supplier Commission:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 50%;">Description</th> <th style="width: 50%;">Agency Commission per Hour (£) - PAYE</th> </tr> </thead> <tbody> <tr> <td>Probation Service Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Probation Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Senior Probation Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr style="background-color: #cccccc;"> <th>Description</th> <th>Agency Commission per Hour (£) - Limited or Umbrella Company</th> </tr> <tr> <td>Probation Service Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Probation Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Senior Probation Officer</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr style="background-color: #cccccc;"> <th>Description</th> <th>Agency Commission per Report (£)</th> </tr> <tr> <td>Report Writing - Per FDR Report</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Report Writing - Per SDR Report</td> <td style="text-align: center;">[REDACTED]</td> </tr> <tr> <td>Non Report</td> <td style="text-align: center;">[REDACTED]</td> </tr> </tbody> </table> <p>Temporary Worker Rates:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e6f2e6;"> <th style="width: 30%;"></th> <th style="width: 20%; background-color: #ffe0b2;">(PAYE) Costs before Agency Fee</th> <th style="width: 40%; background-color: #e6f2e6;">Combined Rate (Ltd / Umb)</th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Probation Service Officer</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: right;"><--Target</td> </tr> <tr> <td></td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: center;">[REDACTED]</td> <td style="text-align: right;"><---Max</td> </tr> </tbody> </table>			Description	Agency Commission per Hour (£) - PAYE	Probation Service Officer	[REDACTED]	Probation Officer	[REDACTED]	Senior Probation Officer	[REDACTED]	Description	Agency Commission per Hour (£) - Limited or Umbrella Company	Probation Service Officer	[REDACTED]	Probation Officer	[REDACTED]	Senior Probation Officer	[REDACTED]	Description	Agency Commission per Report (£)	Report Writing - Per FDR Report	[REDACTED]	Report Writing - Per SDR Report	[REDACTED]	Non Report	[REDACTED]		(PAYE) Costs before Agency Fee	Combined Rate (Ltd / Umb)		Probation Service Officer	[REDACTED]	[REDACTED]			[REDACTED]	[REDACTED]	<--Target		[REDACTED]	[REDACTED]	<---Max
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	[REDACTED]	[REDACTED]	<--Target
	[REDACTED]	[REDACTED]	<---Max
London Allowance (where applicable)	[REDACTED]	[REDACTED]	<---Max

Report Writing Rates:

Report	Hours per report	NPS pay rate per report (PO)	NPS target pay rate per report (PSO)
Presentence report: Full report (SDR)	8 hrs	PAYE: [REDACTED] Umbrella: [REDACTED] London weighting to be added where applicable	N/A – can only be written by a PO.
Presentence report: Short Format (FDR) (including a non-report where the interview was not attended but the report writer is able to provide a sentencing recommendation based on previous information)	2½ hours	PAYE: [REDACTED] Umbrella: [REDACTED] London weighting to be added where applicable	
Non-Report (where report writer is unable to provide a report or sentencing recommendation due to non-attendance for report interview)	2 hours	PAYE: [REDACTED] Umbrella: [REDACTED] London weighting to be added where applicable	

	<p>Exit Fees</p> <p>For the avoidance of doubt there are no exit fees at the end of the Agreement.</p> <p>Vetting</p> <p>As defined in clause 6 (security vetting) of the Framework Agreement.</p>
5.2	<p>Payment terms:</p> <p>Payment of contractors is primarily the responsibility of our Finance Team, which is populated by experienced and dedicated payroll staff. For discrepancy issue resolution, they will be supported by the CDT.</p> <p>[REDACTED]</p>

5.3	<p>Reimbursable Expenses</p> <p>N/a</p>	
5.4	<p>Customer billing address</p>	<p>SSCL – National Offender Management Service PO Box 741 Newport Gwent NP10 8FZ</p> <p>[REDACTED]</p>

LIABILITY AND INSURANCE

6.1	<p>Service Provider's limitation of Liability As defined in Clause 30 of the Framework Agreement.</p>
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TERMINATION AND EXIT

7.1	<p>Termination on material Default As defined in Clause 27.8 of the Framework Agreement</p>
7.2	<p>Termination without cause notice period As defined in Clause 27.12 of the Framework Agreement</p>
7.3	<p>Undisputed Sums Limit: As defined Clause 32.8 of the Framework Agreement</p>
7.4	<p>Exit Management:</p> <p>As defined in the Framework Agreement in Schedule 11 (Part B: Employment Exit Provisions)</p>

OTHER CALL OFF REQUIREMENTS

8.1	Security: Short form security requirements
8.2	ICT Policy: As defined in the Framework Agreement in Schedule 10: Information Security.
8.3	Business Continuity & Disaster Recovery: As defined in Framework Agreement clause 35 (Business Continuity) and in Schedule 1 of Annex 6, clause 6 (Business continuity and disaster recovery).

8.4	Protection of Customer Data: As defined in the Framework Agreement, schedule 10: Information security.
8.5	Notices (Clause 42 of the Framework Agreement): Customer's postal address and email address: [REDACTED], Ministry of Justice, 5 Wellington Place, Leeds, LS1 4AP, [REDACTED] Service Provider's postal address and email address: Servoca Resourcing Solutions Limited Audrey House 16-20 Ely Place London EC1N 6SN [REDACTED]
8.6	GDPR and Social obligations As defined in the General Data Protection Regulation (Regulation (EU) 2016/679). The supplier must perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Service Provider agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and

by signing below agree to be bound by this Call Off Contract.

In accordance with Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Service Provider within two (2) Working Days from such receipt.

For and on behalf of the Service Provider:

Name and Title [REDACTED]	
Signature [REDACTED]	
Date [REDACTED]	

For and on behalf of the Customer:

Name and Title [REDACTED]
Signature [REDACTED]
Date [REDACTED]