

# **Call Off Schedule 20 -Specification (Statement of Requirements)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

## **DWP Managed Enforcement Agency Services - England and Wales**

28<sup>th</sup> February 2024

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## 1. PURPOSE

- 1.1 This document sets out the managed enforcement services required by the Department for Work and Pensions (the Services). The Department would like to award a Call-Off Contract for the provision of DWP Enforcement under Lot 20 of the Crown Commercial Services, Debt Resolution Services Framework (RM6226) in accordance with the Direct Award Procedure.
- 1.2 The Child Maintenance Service (CMS) Enforcement Team are responsible for the delivery of the Services on behalf of the Department for Work & Pensions (DWP). Where the Child Maintenance Enforcement Team is shown in this specification, the Supplier should be aware that other Directorates within the Buyer's Organisation may use the services over the period of this Contract.
- 1.3 These Services shall be carried out by awarding a Call-Off Contract Agreement to a Supplier with the necessary experience and capability.
- 1.4 The Department for Work and Pensions (DWP) incorporating the Child Maintenance Service may hereafter be referred to as **"The Buyer."**

## 2. BACKGROUND TO THE BUYER

- 2.1 The Buyer is a major Government Department responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.
- 2.2 DWP is a ministerial department, supported by [13 agencies and public bodies](#)..
- 2.3 DWP provides services in a number of ways, for example through Jobcentre Plus, The Pension Service, the Child Maintenance Service and partner organisations.
- 2.4 For more information on the work and overall objectives of the Department, please follow the links to our gov.uk website:
- 2.5 <https://www.gov.uk/government/organisations/department-for-work-pensions/about>

## 3. OVERVIEW OF REQUIREMENT

- 3.1 The Child Maintenance Service is a delivery arm of the DWP in the UK that is responsible for implementing the Child Support Act 1991 and subsequent legislation in the form of the Child Maintenance Service.
- 3.2 The Child Maintenance Service's primary objective is to maximise the number of effective child maintenance arrangements in place for children who live apart from one or both of their parents. These may be arranged privately or through the statutory scheme.

3.3 The Buyer undertakes wide-ranging internal recovery action prior to the referral of cases to external Enforcement Suppliers. These include:

- Desktop based research related to the Customer's current financial circumstances and ability to pay
- Desktop based tracing activity to maximise the potential for successful recovery action based on what are believed to be accurate, up to date addresses for Customers who owe child maintenance arrears. However, this will not prevent the supplier or their approved enforcement agents from undertaking further tracing activity as part of delivery of the enforcement service
- A Liability Order (LO) (or, when the relevant legislation is implemented an "Administrative" Liability Order) can be granted by a Magistrates Court (or, in the case of an "Administrative" Liability Order made by the Secretary of State, on every case referred).

3.4 Prior to obtaining a Liability Order the Buyer will usually have considered or attempted to obtain:

- Deduction from Earnings Order – used to secure ongoing maintenance and/or arrears, where payment is deducted from salary when a Customer is employed on a PAYE basis.
- Regular Deduction Order – used to secure ongoing maintenance and/or arrears, where payment is taken directly from the Customer's bank account.
- Lump Sum Deduction Order – used to secure arrears, where payment is taken directly from the Customer's bank account.

This is not an exhaustive list of the range of options available to the Buyer

3.5 Where the measures outlined in 3.4 above are unsuccessful it may be appropriate to escalate the case to consider the use of further, more stringent, recovery powers.

3.6 The Buyer will make representations in a Magistrates Court and provide evidence of the amount the Customer is liable to pay and that they have failed to do so. The Court or Secretary of State will grant a Liability Order against the Customer officially recognising the amount and allow civil debt recovery action to be taken.

3.7 The Buyer will generally only request a LO where the arrears have reached a minimum of £500.

3.8 The amount of arrears owed by each Customer can vary greatly. A profile of the level of debt for cases referred to Enforcement Suppliers over the last two years has been provided in Appendix A to assist the Supplier with understanding the nature of debt recovery required and potential income. Once

a LO has been obtained the Buyer may require the services of external Enforcement Agents to gain payment of arrears in full or agree a payment schedule with the Customer to recover their outstanding arrears.

- 3.9 The Buyer recognises the importance of minimising the gap between obtaining a LO and commencing enforcement action in terms of supporting effective and timely debt collection. The Buyer introduced the 'Faster Enforcement' initiative during the early part of 2023. The key to 'Faster Enforcement' is speed of outcome, moving cases that are non-compliant through our Enforcement process as quickly as possible, ensuring that all relevant stakeholders understand the focus and their part in delivering this initiative. The Buyer has set an internal target to send any Liability Orders to the Supplier within 21 days of the date the Liability Order was granted or made. This has been successfully implemented and has contributed to a significant increase in the speed and number enforcement referrals issued over the last year. See the baseline data outlined in Appendix A.
- 3.10 The requirement for these services has arisen due to the scheduled end of current contractual arrangements on 31 May 2024.
- 3.11 To support improved geographical reach, the Buyer wishes to use a Managed Services Provider who can guarantee effective and timely delivery of enforcement services through a sufficient number of their approved sub-contractors.
- 3.12 The requirements during the Implementation period are set out later in this specification with key milestones outlined in Section 12.

## 4. DEFINITIONS

- 4.1 The Buyer has provided the following definitions relevant to the Agreement:

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract to which this Statement of Requirements is Appended.
"The Buyer"	Means any part of the Department for Work and Pensions including the Child Maintenance Service, identified as such in the Order Form, also referred to as the Buyer throughout this document.
"Buyer Portal"	Means an online portal provided by the Supplier accessible by the Buyer to support delivery of the Services.
"Calendar Days"	Means Monday to Saturday in a standard week, excluding bank holidays for Enforcement activities.
"Case Management System"	Means the IT software and Hardware used by the Supplier to deliver the Services and/or input and retain an accurate, auditable and current record of

	all Buyer Placements including all Customer records, and to record details of all activity and communications undertaken by the Supplier or any Subcontractor or the Customer or the Buyer relating to any individual Debt, Customer, and/or Enforcement actions.
“Change Control Procedure”	Means the procedure for changing the Framework Agreement and/or the Standard Terms and/or Buyer Call Off Contracts in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form <sup>1</sup> and Change Control Procedure)
“Client”	Means Receiving Parent of the DWP and CMS services
“Closure File” / “Closure Code”	Means Supplier File used to close Customer Accounts. The Supplier will determine the reason for the Closure, signified via Closure Codes, agreed with the Buyer.
“CMS”	Means Child Maintenance Service.
“Colleague”	Means a member of staff within the Buyer.
“Continuous Improvement” or “Continuous Improvement Plan”	Means a set of activities designed to bring gradual, ongoing improvements to products, services or processes through constant review, measurement, and action.
“CSR”	Means Corporate Social Responsibility.
“Customer”	Means a Paying Parent of DWP and CMS services.
“Customer Data”	Means all data and information relating to (a) a Customer, and/or (b) persons who may be connected or associated with the Customer, excluding Personal Data.
“Data”	Means all data, information and communications in whatever form or format, including Government Data, Confidential Information, and Personal Data.
“Debt”	Means an obligation or liability to pay an amount of money to the Buyer, which is passed onto the Buyer’s Client.
“Deliverables”	Means as the context may require: <ul style="list-style-type: none"> <li>• Goods and/or Services detailed in Framework Schedule 1 (Specification) that may be ordered by the Buyer under the Call-</li> </ul>

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	<p>Off Contract, including the Documentation; and</p> <ul style="list-style-type: none"> <li>• Framework Services under the Framework Contract</li> </ul>
“DWP”	Means the Department for Work & Pensions.
Exceptions Cases	Where a request by the Supplier to keep the case open for longer than 90 days has been accepted by the Buyer on the basis that that case may be enforceable in the near future.
Expired Enforcement Warrant	<p>Has the meaning given in:</p> <p>Regulation 9(1) of the Taking Control of Goods Regulations 2013 which states.</p> <p>9.— (1) Subject to paragraphs (2) and (3), the enforcement agent may not take control of goods of the debtor after the expiry of a period of 12 months beginning with the date of notice of enforcement.</p>
“FOI”	Means Freedom of Information requests.
“Help Desk”	Means the Supplier Staff, processes and systems used by the Supplier to support the Buyer.
“Implementation”	Means mobilisation and migration post contract go-live, or the point at which the new Supplier commences provision of the ordered services.
“Implementation Plan”	Means the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.
“Liability Order”	Means a Liability Order (LO) granted by a Magistrates Court or made by the Secretary of State, officially recognising or certifying the amount and allow civil debt recovery action to be taken, including seizing of goods.
“Management Information” or “MI”	<p>Means the management information specified in:</p> <ul style="list-style-type: none"> <li>• Framework Schedule 5 (Management Charges and Information) and</li> <li>• as set out in the Section 10 of this document</li> </ul>
“OCM”	Means Operational Contract Manager.
“OGD”	Means Other Government Departments.

“Order Form”	Means a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract.
“Payment Arrangements”	Means any agreed arrangement between the Supplier or applicable subcontractors and a Customer relating to repayment of debt owed to the Buyer and the Buyer’s Client.
“Personal Data”	Means has the meaning given to it in the UK GDPR.
“PO”	Means the Buyer’s Presenting Officer.
“PPN”	Means Procurement Policy Note.
“PQ”	Means Parliamentary Questions.
“P2P”	Means Purchase to Pay.
Receiving Parent	Means a Receiving Parent of DWP and CMS services.
Service Level	Means the standards or performance levels required in delivering the contract as outlined in Call Off Schedule 14 (Service Levels)
“SLA”	Means Service Level Agreement.
“Supplier”	Means the Managed Enforcement Service Organisation supplying the required resource.
“Termination Assistance”	Means the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice, as defined in Call Off Schedule 10 (Exit Management)
Time to Pay Services	Means the collection of monies owed by Customers, which remain outstanding at the date of the termination of all other Services under this Contract and would otherwise have to be transferred to either the Buyer or another supplier to continue collecting those same monies owed.
“Variation”	Means any change to a Contract, including a Change made under the Change Control Procedure and an Operational Change made in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form and Change Control Procedure)
“WCAG2.1 AA”	Means Web Content Accessibility Guidelines 2.1 – AA standard.
“Working days”	Means Monday to Friday in a standard working week, excluding bank holidays.



## **5. SCOPE OF REQUIREMENT**

- 5.1 The Supplier shall provide the Buyer's Enforcement team with the Services for the effective recovery of debt.
- 5.2 The Buyer requires the delivery of the Services in accordance with the principles, deliverables, timescales and standards outlined in Framework Schedule 1: Specification, except where the contents of this Call Off Specification specifically indicate otherwise.
- 5.3 In particular, the Supplier should note the amendment of the operational requirements outlined in Enforcement URN 20.0 of the Framework Schedule 1 Specification specifically in relation to the timescales for the delivery of Enforcement Action. Following the end of any statutory compliance period, no timescales for the delivery of enforcement actions will be applied other than the requirement to complete all necessary enforcement action within 90 days (three months) of the date the referral is received by the Supplier unless specific exceptions have been agreed in individual cases. In addition, the requirements for specific types and number of visits will not apply during the enforcement period. Notwithstanding the above amendment, the Supplier will ensure that all enforcement action takes place in line with industry best practice whilst having more flexibility to decide on the most appropriate level of enforcement action. For clarity, the specific clauses in the Lot 20 Framework Schedule 1 Specification which are affected by these amendments are 1.173-1.174, 1.188 and 1.195.
- 5.4 Where any conflict exists between the contents of the Framework Schedule 1 Specification and this Call Off Specification, the requirements of this Call Off Specification will take precedence.
- 5.5 This Call Off Contract provides opportunities for the Supplier to work closely in supporting Buyer services. The successful partnership is expected to deliver excellent value for money for the Buyer, contribute to process improvement, realise efficiencies, and enable an enhanced service to the Buyer.

## **SCOPE OF THE AGREEMENT**

- 5.6 In accordance with the provisions of 1.29 -1.30 of the Lot 20 Framework Specification the Buyer requires the Supplier to provide the following range of enforcement services, within scope of the Call Off Contract unless explicitly excluded below:
  - 5.6.1 Enforcement action (URN20.0) including;
    - 5.6.1.1 Visits
    - 5.6.1.2 Immobilising Vehicles and Taking Control of Goods
    - 5.6.1.3 Sale of Goods
    - 5.6.1.4 Information Sharing and Targeted Enforcement- Not required

- 5.6.1.5 Warrants of Arrest (Bail and no Bail and Committal) (URNs 20.0b, c and d)- Not Required
- 5.6.1.6 Optional Service - International Enforcement / Foreign Registered Vehicles (URN 20.0 e)- Not Required
- 5.6.2 For the avoidance of doubt, the Supplier and its Enforcement Agents will not be required to maintain fleet capacity and capability solely for the purpose of undertaking automatic number plate recognition activity (ANPR) which will not be required under the scope of this Call-Off Contract.
- 5.6.3 The Services include but are not limited to:
  - 5.6.3.1 Provision of Management Information relating to the contract and its performance, spend and volumes, social value reporting, as detailed in Section 10 – Management Information / Reporting
  - 5.6.3.2 Dedicated account management to support the effective delivery of services and ensure the performance of the Contract in line with the agreed service levels;
  - 5.6.3.3 Effective sub-contractor management in accordance with the Lot 20 Framework specification and any additional requirements outlined in the Call off Contract.
  - 5.6.3.4 Developing and strengthening the supply chain, including developing the ability of SME sub-contractors' to provide services to the Buyer across the required geographical footprint, and
  - 5.6.3.5 Continuous improvement activities, including but not limited to supporting the Buyer in Social Value projects

## **COLLABORATION WITH THIRD PARTIES**

- 5.7 Without prejudice to any other requirements in this Call-Off Contract which apply to sub-contracting, the Supplier will also need to offer details of any third-party organisation (including any Sub-Contractors) intended to be utilised for these services, so that the Buyer can interrogate these third-party organisations to ensure appropriate standards are maintained throughout the entire Enforcement process. The responsibility for ensuring that all the Framework and Call Off Terms and Conditions are adhered to by third party organisations (including sub-contractors) remains with the Supplier regardless of any interventions by the Buyer.
- 5.8 To ensure legal compliance, and without prejudice to the Supplier's other obligations under this Call-Off Contract, the Supplier must provide the Buyer with details of each third party's corporate responsibility and/or liabilities should these requirements ever be called into question. The Sub- contractors to be employed by the Supplier are to be notified to the Buyer both prior to commencement of this Contract and during the Contract period. Any sub-

contractor will be subject to approval by the Buyer prior to their commencement of work under this Contract.

- 5.9 Pursuant to Paragraph 2.4 of Joint Schedule 12 (Supply Chain Visibility) for the purposes of this Call-Off Contract, the Buyer gives its Approval that Sub-Contract opportunities are not required to be advertised by the Supplier on Contracts Finder.

## **TERMS AND CONDITIONS**

- 5.10 The Supplier is required to meet and adhere to all Terms and Conditions contained within the Crown Commercial Services (CCS), Debt Resolution Services Framework (RM6226), and any current or future legislation that may impact the services delivered within the Agreement.
- 5.11 The Supplier must meet and adhere to any additional requirements that are specified within this document and included in the Call Off Contract Schedules throughout the life of the Agreement, unless otherwise specified by the Buyer.
- 5.12 Supplier should note that in entering into a call off contract, the Supplier is agreeing to the CCS Terms and Conditions and that they should not be altered or amended.

## **AGREEMENT DURATION**

- 5.13 The Agreement between the two Parties shall be awarded for a fixed term period of Eighteen Months (18) months with an option to extend for a further Six (6) months.
- 5.14 Given the length of this Call-off-Contract, there are likely to be organisational, operational, and legislative changes to the service required. The Supplier will be required to cooperate and amend their service to meet these changes in requirements.
- 5.15 Please note this Call Off Contract is not subject to exclusivity.

## **6. THE REQUIREMENT**

### **GEOGRAPHICAL COVERAGE**

- 6.1 The Services apply to only England and Wales. Scotland and Northern Ireland are out of scope. The Supplier will be required to provide the service in all regions of England and Wales.
- 6.2 The Supplier must ensure full and consistent resource coverage throughout England and Wales from the Contract Service Commencement Date and that the same level of service will be provided regardless of the geographical location of any Customer.

### **AVAILABILITY OF SERVICES**

- 6.3 The Buyer's contracted working hours are 07:45 hours to 20:00 hours, Monday to Friday, and 08:45 hours to 17:00 hours on Saturday.
- 6.4 The Supplier must enable contact between the Buyer and the Supplier between the hours of 08:00 and 19:30 Monday to Friday, excluding bank / public holidays, and 09:00 to 16:30 on Saturday. If the Buyer requires cover at any other time, this will be arranged in discussion with the Supplier.
- 6.5 The Supplier is required to have the resources and solutions to meet these requirements to support the Buyer during the course of its business.

## **FUNCTIONAL BUSINESS REQUIREMENTS**

- 6.6 The Buyer will forward cases to the Supplier where they require enforcement agent services following the granting of a Liability Order in a Magistrates court or making of a Liability Order by the Secretary of State.
- 6.7 There are three components to the Services:
- 6.7.1 to gain payment of debt secured under the Liability Order in full; or
  - 6.7.2 arrange a repayment schedule acceptable to the Buyer; or,
  - 6.7.3 Take possession of goods where this is a viable recovery option and where the Buyer has given prior agreement to do so'

## **ENFORCEMENT AGENT ACTION**

- 6.8 Where necessary to secure a debt the Buyer will secure a Liability Order against the Customer, officially recognising the amount and allow civil debt recovery action to be taken. The first stage in the recovery is the use of an Enforcement Agent. Enforcement Agents are responsible for the enforcement of court orders, obtaining payment, or in the absence of payment the establishment of a payment plan, or the seizing of assets for sale against goods (using the Liability Order as the basis of authority rather than a warrant of control).
- 6.9 A Customer can have more than one Liability Order against them at one time. Each Liability Order will have a separate 12- digit CMS reference number. Where the Buyer refers more than one Liability Order to the Supplier at the same time, the Buyer will tell the Supplier which Liability Order should be enforced first. Payments should be allocated to that Liability Order until the debt secured under it is cleared. Further payments should then be allocated to the remaining Liability Order, or if there are more than two Orders, in the Order specified by the Buyer. The Supplier will quote the 12- digit reference number of the relevant Liability Order being paid when making payments to the Buyer.
- 6.10 The Child Maintenance Service statistics can be found here:

<https://www.gov.uk/government/statistics/child-maintenance-service-statistics-data-to-september-2023/child-maintenance-service-statistics-data-to-september-2023#enforcement>

- 6.11 More detailed information on Enforcement Agency Referral Volumes, Outcomes and Collection Rates can be found in Appendix A.

## INDUSTRY STANDARDS

- 6.12 The Supplier must provide the Services in accordance with the following Legislation and Industry Standards:
- 6.12.1 [Taking Control of Goods: National Standards \(April 2014\) - GOV.UK](#), which set out the standards for use by all enforcement agents, public and private, the enforcement agencies who employ them and the major creditors who use their services.
  - 6.12.2 Taking Control of Goods (Fees) Regulations 2014 (as amended), which introduced a new fee regime for High Court Enforcement (replacing the multiple fee structures that were previously in place in disparate pieces of legislation and common law).
  - 6.12.3 Certification of Enforcement Agents Regulations 2014, which focus on the requirements an individual must meet before they are granted a certificate to work as an enforcement agent.
  - 6.12.4 Be members of The Civil Enforcement Association (CIVEA) and to abide by the CIVEA Code of Practice, or any applicable future conduct authority.
  - 6.12.5 The Supplier will be expected to adhere to the code of conduct of the Office of Fair Trading and Credit Services Association.
  - 6.12.6 As outlined in Section 1.1. of the Lot 20 Framework Specification where the Supplier, or any Subcontractors, falls within the remit of the Enforcement Conduct Board they shall commit to supporting, and fully engaging with the Enforcement Conduct Board.
  - 6.12.7 Where the Buyer becomes aware that whilst delivering the Services on behalf of the Buyer, a supplier's Sub-contractor has significantly breached or is believed to have significantly breached any of the Industry Standards outlined above on one or more occasions, or alternatively , is believed to have demonstrated repetitive disregard for the standards required, the Buyer reserves the right to require the Supplier to stop using the Sub-contractor to provide services for the Buyer on a temporary or permanent basis as needed and/or until such time as the situation is resolved to the satisfaction of the buyer.

## REFERRAL OF CASES

- 6.13 On cases that are referred by the Buyer to the Supplier, the Buyer will provide summary details of these cases to the Supplier including the following information:

- 6.13.1 Customer information (i.e. name, address, property information, mortgage information etc.)
- 6.13.2 Debt information (i.e. debt amount, period of debt)
- 6.13.3 Details of the current situation regarding the Customer (including any relevant background information)
- 6.13.4 It should be noted that the above list is not exhaustive. Neither does it prevent the Supplier from identifying any other information that will support successful enforcement
- 6.13.5 Where there is a significant conflict between the information supplied in the referral by the Buyer and the information available to the Supplier which will impact on successful enforcement, the Supplier should seek clarification from the Buyer

6.14 The Supplier will:

- 6.14.1 Upon receipt of referral, assign a unique Supplier reference number and notifying the Buyer of the allocated reference.
- 6.14.2 Carry out any further desktop checks and/or tracing activity needed to verify the information provided on the referral prior to allocation to one of its authorised enforcement agency sub-contractors.
- 6.14.3 Start the clock running on a maximum 90 day permitted enforcement activity period from the date of receipt of the referral
- 6.14.4 Allocate the referral to one of its authorised sub- contractors within one working day of receipt of the referral in line with its standard allocation procedures.
- 6.14.5 ensure that if, at any time during the compliance period or during the enforcement activity period it receives any new information provided by the Customer or their representatives around the non-ownership of assets it will communicate that information to the Buyer within two working days. Copies of any associated formal documentation provided to the Supplier, including any declarations of trust, must also be provided.
- 6.14.6 The Supplier will ensure that the relevant Sub-contractor progresses through an appropriate series of actions to secure payment of the debt including, but not limited to:
  - Lettering campaigns
  - Telephony
  - Post card; and

- Texting.
- E-mail

6.14.7 Liaise with any Third-party representatives that the Customer might appoint or designate as acting on their behalf.

- 6.15 Upon receipt of the referral, the Supplier will attempt to gain compliance, by issuing a letter to the Customer. This letter must be issued within Two (2) working days of successful allocation to a Sub-contractor with the aim of securing collection of the debt.
- 6.16 The letter must advise the Customer that the relevant Sub-contractor has been authorised to collect the debt on behalf of the Buyer and that the outstanding balance should be paid in full. Failure to pay in full or failure to contact the Supplier to agree full payment shall result in a visit by the Supplier to the Customer (section 6.23 to 6.26).

In the event of contact by the Customer following receipt of the letter:

- 6.17 The Supplier must seek authority from the Buyer about the suitability of any payment arrangement over time suggested by the Customer. The debt amount must be settled in the shortest time possible with reasonable timescales, ideally within two years. However, due to the level of arrears and ability to pay, there is an expectation that a number of Customer payment arrangements will exceed two years.
- 6.18 The relevant Sub-contractor must work with the Customer to demonstrate the Customer's expenditure breakdown to support their arrangement.
- 6.19 The relevant Sub-contractor is expected to abide by any statutory provisions to support Customers to manage debt appropriately and enable them to have enough time to seek and obtain legal and/or debt advice. However, the Buyer's debt is expected to take prioritisation over non-priority debts including but not limited to credit cards, phone contracts and other forms of consumer credit.
- 6.20 The Supplier should ensure that its approved Sub-contractors are aware that Child Maintenance debts are exempt from 'Breathing Space' provisions.
- 6.21 The Supplier should also ensure that its approved Sub-contractors are aware of the specific provisions that apply to child maintenance arrears in the event of Customer bankruptcy proceedings and should seek advice from the Buyer in the event that they become aware of Customer bankruptcy proceedings.
- 6.22 In addition to the requirements set out in the Framework Specification URN 20.0 regarding Sale of Goods, the relevant Sub-contractor must first seek authority from the Buyer about any removal or sale of goods. The Buyer will provide a response with their decision no later than One (1) working day after being requested by the Supplier.

In the event of no contact by the Customer following receipt of the letter:

- 6.23 If contact with the Customer has been unsuccessful, the relevant Sub-contractor will visit the Customer at their registered address.
- 6.24 The relevant Sub-contractor's representative(s) shall carry with them the written authorisation of the Secretary of State, which they shall show to the Customer.
- 6.25 The relevant Sub-contractor must review the property and report any findings to the Buyer. The information along with all outputs from any visit must be available on the Supplier's portal within Two (2) working days.
- 6.26 If the Customer is present on the visit and refuses payment, the relevant Sub-Contractor must ensure that a record to that effect is recorded on the case management system and Buyer Portal. The case must also be returned to the Buyer within Seven (7) days of the visit.
- 6.27 The Supplier and relevant Sub-contractor must demonstrate a rapid response capability where in exceptional circumstances the Buyer requests the process to be accelerated and action to be taken within 48 working hours.
- 6.28 Exception Cases: In exceptional circumstances the Supplier may retain a case beyond Ninety (90) Calendar Days if an imminent payment is expected, e.g. the Customer has given an undertaking to pay the balance in full or the first instalment of an acceptable arrangement. The retention of such cases is subject to agreement by the Buyer.
- 6.29 The Supplier must review all Exception Cases on a weekly basis, to ensure their retention remains appropriate. The Supplier must report any Exception Cases in line with the Service Levels outlined in Call Off Schedule 14 (Service Levels).
- 6.30 In cases where the payment arrangement breaks down with the Customer, it is expected that upon arrangement breakdown the Supplier will re-engage with the Customer and attempt to re-establish compliance.

## **PAYMENTS AND TRANSFERS**

- 6.31 Where an offer of payment has been made the Supplier will be able to agree a suitable repayment plan. The Buyer expects full payment (100%) in the shortest possible timescales and the Supplier shall use all reasonable endeavours to achieve this. However, if this is not possible due to the Customer's circumstances, we would expect the Supplier to negotiate payment with the Customer starting at 99.99% of the balance and working down if required. [The Supplier should set up a Payment Plan for the remaining balance to be collected in the shortest time possible and within Two (2) years wherever possible. However, it is expected that longer term payment arrangements will often be needed given the level of some debts and affordability considerations.



- 6.32 Buyer authority is required on a Payment Agreement proposal that will last for two years or more. This should be requested via the Buyer's National Bailiff Single Point of Contact and a response will be issued no later than One (1) working day after being requested by the Supplier. Contact details for the National Bailiff Single Point of Contact will be provided during the implementation phase.
- 6.33 If a Customer is identified as Vulnerable, the Buyer expects the Payment Agreement to continue using the general principles outlined in 6.1-6.2 but where the circumstances require special consideration, approval can be sought from the Buyer around alternative arrangements.
- 6.34 Payment plans must be set up in line with the Buyer's standards, as prescribed in 6.31-6.33. Negotiations must follow the hierarchy of debt negotiation set out by the Buyer:
- 6.34.1 debt paid in full; or
  - 6.34.2 partial lump sum payment and debt paid in regular instalments as quickly as possible; or
  - 6.34.3 regular instalments over the shortest period possible until the debt and any additional charges are cleared.
- 6.35 If an instalment agreement is reached the Supplier will accept the payment plan and manage the payments until its conclusion.
- 6.36 Any payment collected by the Supplier will be sent to the Buyer and allocated by the Buyer in line with their process. As described in 6.9 monies are allocated to oldest Liability Order debt.
- 6.37 In the event of a failure to reach an agreed payment arrangement, then a visit is to be arranged by the Supplier. The Supplier must follow the steps in 6.23 to 6.26 for Customer visit requirements.
- 6.38 Once the Supplier has conducted their action, the results shall be communicated to the Buyer, updating the Supplier portal within Two (2) working days.
- 6.39 The Supplier must ensure that any funds collected by the Supplier or its Sub-Contractors on behalf of the Buyer are processed and electronically deposited into a non-interest-bearing Customer fund bank account within Twenty-Four (24) hours of debt collection. The bank account must be in the name of the Supplier.
- 6.40 The Supplier shall transfer any cleared funds to the Buyer via BACS once in every calendar week.
- 6.41 The Supplier shall be entitled to deduct fees and expenses from funds received in accordance with The Taking Control of Goods Regulations 2014.

- 6.42 Fees recoverable by the Supplier are set in statute (The Taking Control of Goods (Fees) Regulations 2014, conferred by Schedule 12 of the Tribunals, Courts and Enforcement Act). The applicable fees at the date of issue of the specification are noted in Table 1 below.

**Table 1: Statutory Fees recoverable for Warrants of Control**

<b>Fee Stage</b>	<b>Fixed Fee</b>	<b>Percentage fee (regulation 7): percentage of sum to be recovered exceeding £1500</b>
Compliance stage	£75.00	0%
Enforcement stage	£235.00	7.50%
Sale or disposal stage	£110.00	7.50%

- 6.43 Supplier will add these fees to the debt imposed and seek to recover the total amount from the Customer. Supplier will retain the fee and transfer the debt collected to the Buyer in accordance with the Contract.

- 6.44 The Buyer requires the Supplier to:

- 6.44.1 Assign a unique Supplier reference number to each payment.
- 6.44.2 Transfer money into the Buyer's bank account by BACS transfer quoting unique reference number.
- 6.44.3 Send payment breakdown to the Buyer in line with MI requirements.
- 6.44.4 Clarify payment breakdown when requested by the Buyer.
- 6.44.5 Liaise with the Buyer to resolve any under/over payments or payment issues.
- 6.44.6 Any errors in money transfers sent to the Buyer and electronic data files to be corrected and returned:
  - Within One (1) Working Day of notification from the Buyer; OR
  - Where this is not possible the Buyer is contacted within One (1) Working Day; AND
  - corrected money transfer or electronic file is issued to the Buyer within Five (5) Working Days.

## **RETURN OF CASES**

- 6.45 Where appropriate, the Buyer can request these types of cases to be returned:
- 6.45.1 Judicial review/complaints/appeals
  - 6.45.2 Where litigation has commenced against the Buyer

- 6.45.3 Where the Buyer has deemed it will no longer appropriate to enforce the debt i.e. Customer and Receiving Parent have made a private arrangement.
- 6.46 The Supplier may retain cases for a period as described in paragraph 6.28-6.29 after initial referral from the Buyer. If no payment has been received and Enforcement Agent action ceases, the case should be returned to the Buyer as per the prescribed process.
- 6.47 The Supplier shall return cases to the Buyer when any of the following conditions are satisfied (list not exhaustive), providing specific rationale for the return of every referral:

**Insufficient Goods to Take Control of:** The Supplier has made contact with, and viewed the assets of, the Customer. The assets are considered insufficient in order to take control. The Supplier shall provide a Nulla Bona certificate to the Buyer confirming it was unable to enforce the collection of debt.

**Customer Refused Payment:** The Customer informs the Supplier that they are not willing to pay the debt. The Supplier shall provide a Nulla Bona certificate to the Buyer.

**Supplier Refused Entry:** The Supplier has been refused peaceful entry to the premises where the Customer resides. The Supplier shall provide a Nulla Bona certificate to the Buyer on the grounds of refused entry.

**Possession Taken of Goods and Removed to Auction - Debt Paid:** The Supplier have seized goods of the Customer and removed them for auctioning, which results in the debt being recovered in full. The Supplier shall confirm to the Buyer that the enforcing of debt collection is completed.

**Payment Made Direct to the Supplier:** The Customer has made a payment, usually in full, direct to the Supplier. The Supplier shall provide a return report to the Buyer confirming that the debt has been paid in full.

**No Contact:** The Supplier has failed to make contact with the Customer. The Supplier shall provide a Nulla Bona certificate to the Buyer on the grounds of no contact.

**Gone Away, No Trace:** The Supplier has advised the Buyer that they have been unable to trace the Customer. The Buyer will advise the Supplier of next actions, which may include further instructions from the Buyer or the Supplier to provide a Nulla Bona certificate.

**Left Address Provided:** The Customer was resident at the address given to the Supplier by the Buyer but has since left. The Supplier shall provide a return report to the Buyer confirming it was unable to enforce the collection of debt.

**Incorrect Address:** The address provided to the Supplier for the Customer is incorrect and the Customer has never resided there. The Supplier shall provide a return report to the Buyer confirming it was unable to enforce the collection of debt.

**Breakdown of Payment Arrangement:** The Customer had a payment arrangement in place with the one of the Supplier's sub-contractors, has failed to maintain the agreement and it has not proved possible to reinstate the agreement where the Buyer has agreed that this should be attempted. The Supplier shall provide a Nulla Bona certificate to the Buyer.

**Recalled by the Buyer:** The Buyer has recalled the case from the Supplier (The Buyer shall confirm any change or recall to the Supplier in writing, by fax or email). The Supplier shall return the case to the Buyer without a Nulla Bona certificate.

- 6.48 When cases are returned by the Supplier to the Buyer, the Buyer may take further legal action against the Customer to recover the debt. The Supplier must provide the Buyer with any information that has become available to the Supplier during the time they have been progressing the referral, in order to inform the Buyer's future debt recovery activities. Such information shall include evidence of Wilful Refusal and Culpable Neglect, likely ability to pay, availability of other assets against which to enforce, and employment status (list not exhaustive).
- 6.49 Cases, and information pertaining to cases, are to be returned by the Supplier to the Buyer, using the secure encryption method prescribed by the Buyer in section 8.4.
- 6.50 In exceptional circumstances where a piece of information cannot be returned to the Buyer by the prescribed method, the Supplier shall consult the appropriate Buyer Designated Contact Point to obtain agreement for that information to be returned by the Buyer's preferred postal method prescribed by the Buyer in section 8.7.

## OUTCOME SUMMARY

- 6.51 Outcomes shall be classified as successful where the payment secured on behalf of the Buyer complies with the principles outlined in Section 6.31.
- 6.52 All cases returned to the Buyer where the Supplier has been unsuccessful in securing a payment arrangement will be issued with an appropriate Nulla Bona Certificate:
  - 6.52.1 No contact
  - 6.52.2 No response
  - 6.52.3 No payment

- 6.52.4 No agreement to re-pay
- 6.52.5 Unacceptably low offer of re-payment

## COMPLAINTS

- 6.53 Complaints should be handled in line with procedures on the <https://www.gov.uk/government/organisations/departments-for-work-pensions/about/complaints-procedure>, clarifying how to complain about enforcement action. This signposts Customers to complaining directly to the specific companies registered with DWP and provides contact details including email addresses and phone numbers.
- 6.54 A complaint is an expression of dissatisfaction about the Buyer (or the Supplier acting on behalf of the Buyer) made in person, in writing or by telephone to any member of Staff of the Buyer or the Supplier that requires follow-up action. Complaints can be made by the Customer, their authorised representative or third parties.
- 6.55 Upon receipt of a complaint the Supplier shall identify if the complaint is regarding the actions (including non-action) of the Supplier or the Buyer and must issue a letter of acknowledgement to the complainant within Forty-eight (48) hours.
- 6.56 If the complaint relates to the actions of the Supplier, the Supplier must investigate and resolve the complaint and send a copy of all correspondence and the outcome to the Buyer. The Supplier actions specifically mean activity undertaken by them and not the principle of collecting debt on behalf of the Buyer. The Supplier must seek to resolve the complaint within Fifteen (15) working days of receipt.
- 6.57 The Supplier must provide the Buyer with a monthly record of all complaints received together with the action taken to resolve the complaint including the following information where appropriate in respect of each complaint:
  - 6.57.1 Names of complainant(s)
  - 6.57.2 CMS Customer Reference
  - 6.57.3 Assigned Complaint Reference number(s)
  - 6.57.4 Dates complaint(s) were received
  - 6.57.5 Actions taken to resolve the complaint(s)
  - 6.57.6 Dates the complaint(s) were cleared
  - 6.57.7 Dates that details of the complaint(s) were referred to the Buyer

- 6.58 If the complaint relates to actions taken by both the Buyer and the Supplier, the Supplier shall refer the complaint to the Buyer on the day of receipt providing all relevant information and liaising with the Buyer's Designated Contact Point who will respond to these complaints.
- 6.59 If the complaint relates to actions taken by, or concerning the role of, the Buyer, the Supplier shall refer it to the Buyer on the day of receipt. the Buyer shall then respond to the complaint.
- 6.60 If the complaint is by someone other than the Customer, their nominated representative or an employer, the Supplier shall refer the complaint to the Buyer via the Designated Contact Point on the day of receipt.

## **DISCLOSURE OF INTEREST IN CHILD MAINTENANCE CASES**

- 6.61 Subject to the provision for Conflicts of Interest in the CCS RM6226 Core Terms, the following shall apply:
- 6.62 Any Key Personnel identified by the Supplier, their local agents, or any other person, acting on their behalf, with an interest or involvement in a child maintenance case must declare that interest. The definition of interest or involvement includes any member of a Key Personnel's family (including father, mother, siblings, aunts, uncles, grandparents, cousins or partner's family as detailed before), friends or acquaintances. The Supplier will take all necessary steps to ensure that Key Personnel have no access to the cases in which they have a personal interest or involvement.

## **SENSITIVE AND HIGH-PROFILE CASES**

- 6.63 Subject to the provision for Conflicts of Interest and the Protection of Information in the CCS RM6226 Core Terms, the following shall apply:
- 6.64 High profile cases, or those in which members of the Buyer's Staff have a personal interest, will be subject to restricted access by both employees of the Buyer and the Supplier. These cases, known as "Sensitive" cases will be treated as confidential and the Supplier will be required to have appropriate designated staff responsible for the case progression and will deal with the named designated member of the Buyer's Staff.

## **CUSTOMER LANGUAGE PREFERENCE**

- 6.65 The Buyer's Customers have the choice of dealing either in English, Welsh, another language of their choice or bilingually. Customers have the right to change their language preference at any time. Where a Customer chooses to communicate in a language other than English, the Supplier shall provide appropriate communication methods to ensure that the same standard of service is delivered regardless of language preference.
- 6.66

## **EXCHANGE OF INFORMATION**

6.67 Subject to the provision for the Protection of Information in the CCS RM6226 Core Terms, the Parties agree that they will each promptly make full disclosure to the other of any and all information that may come into their possession or otherwise come to their attention during the period of this Contract, which may be beneficial to and assist the Parties in delivering the Service or otherwise benefit the Buyer. This shall include, but not be limited to, the following:

6.67.1 Change of address

6.67.2 Potentially violent cases

6.67.3 Threats of violence

## **7. BASELINE DATA-VOLUMES, OUTCOMES AND RATES**

7.1 See Appendix A for data sets outlining previous enforcement activity, volumes, outcomes and rates.

7.2 The data sets provide an overview of the current and future service requirement and previous performance. This is provided as background information to allow the Supplier and its Sub-contractors to understand the nature of and potential income from enforcement activity under any call off contract.

7.3 The Buyer does not guarantee the level of enforcement cases that may be made in the future or the level of income from fees that the supplier may be able to obtain through the call off contract.

## **8. NON-FUNCTIONAL REQUIREMENTS**

### **SECURITY AND AUDIT**

8.1 DWP has legal and regulatory obligations to verify that the suppliers we work with have a reasonable standard of security in place to protect Authority data and assets. DWP is committed to the protection of its information, assets and personnel and expects the same level of commitment from its suppliers (and sub-contractors if applicable). In order to protect the Department appropriately, DWP have recently reviewed its Security Supplier Assurance process and requirements and have made the applicable changes in line with industry good practice.

These changes include but are not limited to:

- Updated Call-Off Schedule 9 (Security Requirements) which aligns with, and replaces parts of the Framework Schedule 9 (Cyber Essentials Scheme).

- The completion of the 'Information Security Questionnaire' as part of the tender submission or Direct Award Call Off Process and annually thereafter - Attachment 9 - DWP Enforcement Services ISQ
  - Compliance with the DWP's relevant policies and standards, Full information about DWP's security safeguards and requirements can be found here: GOV.UK 'DWP procurement: security policies and standards' DWP procurement: security policies and standards - GOV.UK (www.gov.uk). For the avoidance of doubt, and in accordance with the Framework Core Terms Clause 10.4.1 f) a default of the DWP aligned Schedule 9 (Security Requirements) and the DWP security policies and standards referenced above which the Buyer considers to be significant, may be grounds for immediate termination of the contract.
- 8.2 Suppliers are to complete the Information Security Questionnaire (ISQ) that allows the Buyer to assess the supplier's compliance with DWP Security Schedule, Policy, Standard and industry good practice. You should complete this questionnaire, using the instructions tab, including signing the declaration tab as part of the Direct Award Call Off process. You **MUST** provide supporting evidence as requested within the Information Security Questionnaire. e.g., relevant policy or ISO certification.
- 8.3 Any provisional Direct Award Call Award will only be formally confirmed when the DWP confirms that the Supplier has met the minimum DWP standards required.

## DIGITAL - TRANSFER OF INFORMATION

- 8.4 **Enforcement Data:** All electronic artifacts including CSV and PDF files will be (bidirectionally) exchanged between the Supplier and Buyer electronically using a secure transfer method that is acceptable to the Buyer. Ahead of an API integration the Supplier will be able to use the Buyer's 'Transfer your file' (TYF) cloud-based file sharing service to enable some of the priority data exchanges required at the contract go live date. This will support faster mobilisation. See Section 10 for details of the list of required acknowledgement and payment data which may be transferred using the Transfer Your File software.
- 8.5 **Buyer Portal:** The Supplier shall provide the Buyer with access to a Web UI / portal, with secure individual logins to enable remote access for the Buyer to carry out a range of functions. See Section 10.12 Management Information for full details of the required type and level of Remote Access to the Supplier's case management system.
- 8.6 Where hard copies of the Buyer's papers are required in addition to the secure data transfer method, they will be sent to the Supplier using tracked post.
- 8.7 Any physical data carried or transported outside the office (i.e., to and from Court hearings) should be afforded a similar level of security as it would be within an office and should be transported securely. A copy of the Supplier's



Security Management Plan will need to be provided to the Buyer before approval can be given to transfer hard copies.

## **IT (INFORMATION TECHNOLOGY) AND SECURITY INCIDENTS**

- 8.8 The Supplier will have completed an Information Security Questionnaire prior to confirmation of the award of the call off contract. The Buyer may have made recommendations as to the improvements or enhancements to the security requirements in the pre contract period. The Supplier will undertake to comply with all the requirements and any changes and enhancements that may be required over the Contract period. This will form part of the Call Off Contract.
- 8.9 The Supplier will make available Application Programming Interfaces (APIs) for case lifecycle management and secure exchange of digital artifacts within Six (6) months of request by the Buyer.
- 8.10 The Supplier will host all IT services relating to this contract within the UK.
- 8.11 The Supplier will not use nor promote the use of shared credentials (username/password) for any digital exchange of data and will use a distinct and personal credential for each staff member (Supplier as well as the Buyer).
- 8.12 The Supplier will provide the Buyer a self-service account password recovery or alternatively provide a One (1) working day resolution for password recovery requests.
- 8.13 The Supplier will monitor the security environment during the normal course of their business and put in place such arrangements as required to mitigate and eliminate such threats as they become aware of them. This will include any notified to the Supplier by the Buyer and its agents, but this alone will not be considered sufficient under the terms of this Contract.
- 8.14 The Supplier should ensure sufficient resilience on their systems and infrastructure deployed to connect to and receive/transfer information to the Buyer in line with contractual agreements.
- 8.15 Incident reports should be provided for all priority incidents detailing the cause of the incident, impact, resolution, and any mitigating actions taken.
- 8.16 The Supplier must provide a support/service desk for the logging of incidents during the Agreed Service Time. All contact with the Supplier support/service desk must be logged and reported on. The supplier will need to provide:
  - 8.16.1 Their process for any technical support relating to their portal or other system
  - 8.16.2 A point of contact to escalate any technical issues (e.g. email) with that system

8.16.3 A period after implementation when the Supplier or Buyer will escalate any technical issues for the Supplier to fix as a priority

8.16.4 If there are any system downtime/issues, these need to be communicated to the Buyer immediately.

8.17 For the purposes of measuring response times the Target Resolution Times are outlined below in Table 2 and shall only be measured during Support Hours. For example, if the Support Hours for a fault are 08:00 to 18:00, then the clock stops measuring the Target Resolution Time at 18:00 in the evening and restarts at 08:00 the following day. The Target Resolution Times shall be as shown in Table 2. below.

**Table 2. Target Resolution Times**

Priority	Service Incident	Target Resolution Time
1 Critical	Major disruption, service unavailable.	4 Hours*
2 Major	Major inconvenience, some users affected. Could become Priority 1 if unresolved.	24 Hours
3 Minor	Minor problem, no impact on service.	3 Days
*For Priority 1, it should be noted that although the target resolution time is quoted at 4 Hours, the response time from notification is immediate.		

## PROTECTION ON INFORMATION

8.18 The Supplier and any of their Sub-contractors, shall not access, process, host or transfer the Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

8.19 Where the Buyer has given its prior written consent to the Supplier to access, process, host, or transfer Buyer Data from premises outside the United Kingdom:

- a. the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data
- b. the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies

outside the United Kingdom unless required by Law without any applicable exception or exemption.

## **ACCESSIBILITY**

- 8.20 Accessibility requirements are detailed in Framework Schedule 1 - General Requirement Specification - Part A General Requirement.

## **BUSINESS CONTINUITY AND DISASTER RECOVERY**

### **CONTINUITY OF BUSINESS PROCESSES AND OPERATIONS**

- 8.21 The Supplier shall ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables and the recovery of the Deliverables in the event of a Disaster.

### **BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

- 8.22 The Supplier shall, within Ninety (90) Working Days of the Contract Start Date, be required to prepare and deliver to the Buyer for the Buyer's written approval a Business Continuity and Disaster Recovery Plan detailing the processes arrangements the Supplier will follow to support this approach, as described in Call Off Schedule 8 (Business Continuity and Disaster Recovery).

## **9. SOCIAL VALUE**

### **PUBLIC SERVICES (SOCIAL VALUE) ACT 2012 AND PROCUREMENT POLICY NOTE 06/20 – SOCIAL VALUE**

- 9.1 This section relates to the 'Public Services (Social Value) Act 2012' and the Procurement Policy Note (PPN) 06/20 'Taking Account of Social Value in the Award of Central Government Contracts.
- 9.2 Under the PPN 06/20 It is mandatory for all Central Government bodies to assess Social Value as of 1 January 2021. Details of the PPN can be found here:
- 9.3 PPN 06\_20 Taking Account of Social Value in the Award of Central Government Contracts (3) ([publishing.service.gov.uk](https://publishing.service.gov.uk))
- 9.4 The PPN 06/20 will be applied to this Agreement to secure wider social, economic and environmental benefits from the Agreement.
- 9.5 The Social Value Model can be found here:
- 9.6 [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)
- 9.7 The Buyer recognises that the short-term developmental nature and value of the proposed call off contract may mitigate against significant additional

investment in Social Value initiatives to meet the additional Social Value priorities of the Buyer. Therefore, it is not intended to require any alternative or additional Social Value contribution above and beyond the mandatory Social Value Requirements and the additional Supplier Proposals submitted by the Supplier at the point of joining the Framework and being accredited as a Lot 20 Supplier.

- 9.8 In accordance with Section 16 of the Framework General Requirement Specification the Supplier will create a specific Supplier Social Value Action Plan that sets out the detailed Deliverables, resources and key Milestones required to deliver the proposal, as part of the draft Supplier Social Value Action Plan as required within Framework Schedule 4 (Framework Management).
- 9.9 As outlined in 16.5.1 of the Framework General Requirement Specification, the Supplier shall be required to deliver the Social Value Proposals from the point any Buyer agrees a Call-Off Contract with the Supplier.
- 9.10 In addition to the Supplier Social Value Action Plan and requirements set out within Framework Schedule 4 (Framework Management) the Supplier will be required to report to CCS and Buyers at least bi-annually on the delivery of their Social Value commitments. The frequency and format of the reports required are outlined in Schedule 14 (Service Levels).

## **MODERN SLAVERY ASSESSMENT TOOL**

- 9.11 The Supplier will assist the Buyer with any investigations into reports or risks identified of modern slavery or human trafficking in the supply chain.
- 9.12 <https://supplierregistration.cabinetoffice.gov.uk/msat> Within Sixty (60) Working Days of the Contract Start Date the Supplier will complete the Modern Slavery Assessment Tool, or share an existing assessment, the results of which will be reviewed at periodicity to be agreed with the Buyer during the Contract Term to reduce the risk of modern slavery and human trafficking taking place in the supply chain.

## **DWP ADDITIONAL CONTRACTUAL REQUIREMENTS**

### **ENVIRONMENT REQUIREMENTS**

- 9.13 Appendix B to this Statement of Requirements sets out the Sustainable Development Requirements which are applicable to the provision of the Services.
- 9.14 The Supplier shall produce a Sustainable Development Policy Statement within Six (6) Months of the Contract Start Date, and annually thereafter.

## **10. MANAGEMENT INFORMATION/REPORTING**

### **MINIMUM EXPECTATIONS**

- 10.1 The Supplier must be able to provide all Management Information (MI) and reporting in formats that are compatible with Microsoft Office 2016 or later, e.g. Microsoft Excel via electronic means where excel has been specified.
- 10.2 The Supplier should only use PDF format for the provision of contextual documentation to support the analysis of MI.
- 10.3 In the event the Supplier is unable to provide an electronic reporting system, the Buyer can provide access to its own eSourcing Tool 'Jaggaer', which enables electronic file sharing between Supplier and the Buyer. Note that no Customer Personal Data may be exchanged via this platform.
- 10.4 The Supplier must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 10.5 The Supplier must not amend format or fields of MI without prior notice in writing to the Buyer unless the Buyer has specified that there is no fixed format.

## **DETAILED MANAGEMENT INFORMATION (MI) REPORTING**

- 10.6 The Supplier must ensure the accurate and timely provision of Management Information (MI) in line with the Buyer's internal reporting deadlines.
- 10.7 For operational 'snapshot' reports on activity the Supplier is required to provide detailed MI as close to 'real time' as possible to support the Buyer's internal reporting and financial systems.
- 10.8 For other reports, including data used for statutory monthly reporting and for KPI's for collection rates and trends, the Supplier is required to provide accurate data that reflects performance for the full period of reporting activity required. This will mean reporting monthly, six monthly or annually as required based on the final day of the reporting period.
- 10.9 Management Information must be provided monthly as the minimum frequency requirement as detailed in Section 10.11 unless specified otherwise.
- 10.10 The Supplier must ensure all mandatory fields meet the required format.
- 10.11 Where the Supplier is unable to provide the information in the required format or where alternative options for providing the information required become available, the Buyer reserves the option to agree alternative arrangements and amend the scope, frequency and format and method of data exchange as required to meet operational requirements.
- 10.12 Secure Remote Access to the Supplier's Case Management System:
  - 10.12.1 The Buyer wishes, wherever possible, to maximise the use of remote access via ID to the supplier's case management system outlined on the Framework Offer in order to undertake the following: -
    - 10.12.1.1 Viewing of CMS enforcement cases that have been loaded onto the supplier's case management system

- 10.12.1.2 Case Recalls
- 10.12.1.3 Case Suspensions/Holds/Recommencements
- 10.12.1.4 Adding/updating notes facility
- 10.12.1.5 Updating contact details where these have changed following referral to the supplier
- 10.12.1.6 Adjustment of Outstanding Balances eg following direct payment to CMS, Internal CMC Reviews, Write-Off's/Partial Write-Off's
- 10.12.1.7 Running/downloading reports/extracting reports - including any standard reports and bespoke reports designed for the Buyer as outlined in the list of MI requirements
- 10.12.2 Where remote access is not possible in any of the particular circumstances outlined above, the Buyer and Supplier will agree alternative methods of managing these requirements.
- 10.12.3 The Buyer will provide named Single Point of Contact (SPOC) to authorise access and administer the appropriate level of access to the Portal. The Buyer will require three levels of access: -
  - 10.12.3.1 Operational Staff working on the Front Line in CMS who can view/update accounts
  - 10.12.3.2 Designated Case Managers/Team Leaders who can make higher level amendments to cases
  - 10.12.3.3 Designated Users of the Report Facility
- 10.12.4 Some Buyer users may require more than one level of access.
- 10.12.5 In addition, the Supplier will be required to send secure email notification of the failed transfer from the Buyer of individual referral cases which could not be uploaded on to their case management system.

## 10.13 Table of Management Reports /Acknowledgments and Information Required

### 10.13.1 Table: Acknowledgement Files from the Supplier

Development Priority Level 1 (required at Contract Go Live Date) or 2 (within 3 months of Contract Go Live date)	File Name	Descriptor/Purpose	Reporting Period	Frequency	Format Required
1	New Cases Received by the Supplier- Acknowledgement	Confirmation/ Reconciliation File of Number of Referrals Received and Accepted by Supplier on to their case management system. Referrals to the Supplier will ideally be made twice per week. The Buyer has the capacity to send up to 1,000 referrals in each transfer file.	TBA	Minimum of once per week (but ideally twice) following receipt of referrals	Excel sent as csv. Stand-alone excel file required.
1	Case Returns	All cases where the Supplier has returned the case to the Buyer during the week including: <ul style="list-style-type: none"> <li>• Nulla Bona Returns</li> <li>• Unsuccessful Trace Returns-following further tracing by CMS-See GANT below</li> <li>• Returns requested by CMS</li> <li>• Liability Order Paid in Full</li> </ul> Plus, a separate PDF Attachment with copies of Nulla Bona Certificates is required	Monday- Sunday	Weekly – Every Monday following close of previous week	Excel sent as csv. Stand-alone excel file required. Nulla Bona certificates to be sent as PDF in a separate zip file
1	Gone Away No Trace (GANT)	Cases where the Supplier has established that the Customer is no longer at the address given and has been unable to find a new address after any further attempts at tracing by the Supplier. Cases are not closed at this point. Allows CMS a 2-week window to trace an updated Customer address prior to possible case return as unsuccessful trace.	Monday- Sunday	Weekly – Every Monday following close of previous week	Excel sent as csv. Stand-alone excel file required

**10.13.2** The use of 'Transfer Your File' Software Link is preferred for speed and efficiency of mobilisation. The format and naming of each file will be determined by the Buyer in further consultation with the Supplier.

### 10.13.3 Table: Payment Files from the Supplier

Development Priority Level 1 (required at Contract Go Live Date) or 2 (within 3 months of Contract Go Live date)	Report Name	Descriptor/Purpose	Reporting Period	Frequency	Format
1	Payments Files related to the transfer of debt collected by the Supplier and banked in the Buyer's Bank Account	Details of Payments Transferred to the Buyer's Bank Account including, amongst other things, the following details: •Customer Name •Liability Order Ref •Total Payment received from each Customer split into: ○ payment towards Liability Order ○ payment towards enforcement fees required for VAT calculation •Payment Date	Monday-Sunday	Weekly following close of previous week	Excel sent as csv . Stand-alone file required.

### 10.13.4 The Use of 'Transfer Your File' Software Link is preferred for speed and efficiency of mobilisation. The format and naming of each file will be determined by the Buyer in further consultation with the Supplier





Table: Buyer's MI and Reporting Requirements

Development Priority Level 1 (Required on Contract Go Live Date) or 2 (within 3 months of Contract Go Live date) or 3 (required within 6 months of Contract Go Live date)	Report Name	Descriptor/Purpose	Reporting Period	Frequency	Format
2	Current Work on Hand List.	<p>A <b>list</b> of all live cases currently held within the Managed Enforcement Service Supplier's portfolio. List should contain relevant Customer details ie Name, CMS SCIN, EA Case Ref, Liability Order Ref, CMS Geographical Region (as opposed to Geographical Mapping Region used for other reporting).</p> <p>This report should also show:</p> <ul style="list-style-type: none"> <li>• current state of case with Supplier</li> <li>• monies collected to date</li> <li>• balance outstanding</li> <li>• current status of any payment arrangement,</li> <li>• age of case in days with Supplier since referred to the Supplier.</li> </ul>	No Period – Snapshot Report -Full Live Caseload	Self- service on demand Report Via Portal	Excel- Full List with Individual case data. No specific design format providing all fields required included in the list.
2	Case Allocation by Region	A report of all live Enforcement cases within each region based on the regional mapping outlined in the Buyer's volumes specification (not CMS regional mapping), how many have been allocated to an enforcement agent and how many are awaiting allocation. Report should also highlight by region any issues with any particular supplier staffing issues based on KPI performance targets.	No Period – Snapshot Report - Full Live Caseload	Self- service on demand Report Via Portal	Excel -No detailed Individual case data required. Headline numerical and Graphs data.

2	Case Allocation by Enforcement Agency	A report of all Live Enforcement Cases by Individual Enforcement Agency, including how many have been allocated to an EA and how many are awaiting allocation. Report should also highlight by region any issues with any particular supplier staffing issues based on KPI performance targets.	No Period – Snapshot Report - Full Caseload	Self- service on demand Report Via Portal	Excel -No detailed Individual case data required. Headline numerical and Graphs data.
1	90- day report enforcement activity report	A report of the number of live cases held by Supplier which are not yet subject to any payment arrangement, and which are more than 90 days old from date of referral from the Buyer. This report will take the form of exception reporting.	No Period – Snapshot Report -Full Live Caseload	Self- service on demand Report Via Portal	Excel- Full List with Individual case Data. No specific design format providing all fields required included.
1	Monthly MI Report Package	A set of monthly MI reports to allow CMS to report on its statutorily required National Published statistics each quarter to provide the following data with overall totals and sub-totals listed by CMS operational regions – <ul style="list-style-type: none"> <li>• Total EA Referrals Loaded in previous month</li> <li>• Total value of Debt on Referrals Loaded in previous month</li> <li>• Total Number of Cases Paying Under an Arrangement</li> <li>• Total Number of Cases Returned after Full Payment</li> <li>• Total Number of Cases Returned 'Nulla Bona'</li> <li>• Total Number of Payments (Number of Transactions) made in Month</li> <li>• Total Value of Payments Made in Month</li> </ul>	Previous Month measured on the last day of each month	Monthly – As soon as possible after each month end	Excel- Headline data. No Individual case backing data required
2	Forecasts of Projected Total Collections as result of Supplier actions	Forecasts of Projected Total Collections over time based on Current Payment Agreements together with timescales for collections and also sub- listed by CMS Region	No Period – Snapshot Report - Full Live Caseload	Self- service on demand Report Via Portal	Excel- Full List with Individual case Data. No specific design format.

3	Supply Chain Visibility Information Reporting	As determined by format of standard framework template provided at Joint Schedule 12 (Supply Chain Visibility)	Previous 12 months	Annually	To be determined by Supply Chain Reporting Template Format provided with Joint Schedule 12 Supply Chain Visibility
3	Annual Report	A High-Level Summary Report of all action that has taken place over the previous year. ie Referrals actioned, Monies collected during the financial year and cumulative performance since start of contract-collection rates, case conversion rates- and trends in overall performance - volumes/collections/outcomes. Other details should include payment arrangements in place, length of payment arrangement plans, complaints, errors, escalations, system availability, resourcing picture/future. Innovations made in period etc	Previous Financial Year	Annually – As soon as possible after the end of the previous financial year.	Excel or PowerPoint
2	Customer Satisfaction Survey	Record of Customer response rates, scores, and other responses provided around how the enforcement process was carried out	Previous Month	Monthly – As soon as possible after each month end	Excel
2	Raw Data Download of CMS caseload	Raw Data Set reflecting all aspects of managing service provider and operational enforcement activity including all key milestones, targets, indicators, and standards. The precise fields required will be agreed during the implementation period.	Previous Quarter	Quarterly Plus, Final Version at Contract Expiry Date	Data in format compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel, Power BI
N/A	Occasional Ad hoc reports when	Any other reasonable request for data required by the Buyer	Ad Hoc	Ad Hoc	Excel

	requested by the Buyer				
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## **PERFORMANCE REPORTING**

- 10.14 The Supplier must provide performance reports against the Service Level's, as detailed in the Service Levels and Performance Call Off Schedule 14 (Service Levels).
- 10.15 Where the proposed Service Level's identified in Schedule 14 are subject to further joint development by the Buyer and the Supplier in respect of establishment of accurate baseline information and subsequent target setting, the Buyer reserves the right to have final approval of the calculation method and to review the methodology during the life of the call off contract. This applies to the proposed Collection rate and Case Conversion rate Service Levels only.
- 10.16 Further to 10.14 above, the Buyer reserves the right to adjust the initial target as often as needed to reflect performance on the call off contract and to set stretch targets where appropriate within the life of the current call off contract.
- 10.17 The Buyer also reserves the right not to set a target for the measures outlined in 10.14 to support the development of accurate baseline information over the whole life of the call off contract.
- 10.18 The Buyer also reserves the option to revise or replace the new collection rate and case conversion rate KPI's as needed a in consultation with the Supplier as part of the proposed joint development process
- 10.19 The KPI's (together with the underpinning methodology, the associated statistical processes and the resulting reports) developed under this Call-Off Contract will constitute New IPR and will therefore be owned by the Buyer pursuant to Clause 9 of the Core Terms. Any new software created to deliver the KPI's will be "Specially Written Software" as defined in Call-Off Schedule 6

## **SOCIAL VALUE REPORTING**

- 10.20 See Schedule 14 (Service Levels) for details of the reporting requirements for Social Value.
- 10.21 The format of reporting will be agreed during the implementation period.

## **FREEDOM OF INFORMATION REQUESTS (FOIS) AND PARLIAMENTARY QUESTIONS (PQS)**

- 10.22 The Buyer may request ad hoc MI from the Supplier to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.
- 10.23 Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Supplier in writing at the point of the request.

## 11. BENCHMARKING THE SUPPLY CHAIN

- 11.1 The Supplier will, on request from the Buyer, benchmark their own managed service provision and the supply chain against wider market rates and performance to ensure value for money within the model of delivery and to establish baseline costs to support longer term plans for service delivery.

## 12. KEY MILESTONES AND DELIVERABLES

- 12.1 All documentation detailed below must be provided in electronic format compatible with MS Office 2016 or later or PDF.
- 12.2 All documentation should be signed and dated by the relevant Supplier management and version control documented.
- 12.3 The following Contract milestones/deliverables shall apply:

Milestone	Requirement, provision of:	Format	Timeframe for delivery
1	Information Security Questionnaire (ISQ) –  Attachment 9 - DWP Enforcement Services ISQ	Reporting in formats compatible with Microsoft Excel 2016 or later via electronic means.	To be provided and approved by the Buyer prior to award of call off contract and then annually reviewed thereafter
2	Buyer Introductory Call	Microsoft Teams	Within One (1) Week of Contract Start Date
3	Implementation Plan Call-Off-Schedule-13-Implementation-Plan-and-Testing (inc. provision of documented WCAG 2.1 accreditation plan where not already accredited)	Reporting in formats compatible with Microsoft Office Word 2016 or later via electronic means.	Within Two (2) weeks of Contract Start Date
4	Key personnel / teams contact details, and  Detailed standard operating procedures for complaints and issues resolution and escalation	Reporting in formats compatible with Microsoft Office Word 2016 or later via electronic means	Within two (2) weeks of Contract Start
5	Agree Service Commencement (Go Live Date) subject to progress on development of infrastructure for data	Not applicable	Within four (4) weeks of Contract Start

	exchange testing in live testing		
6	Commence Management Information and Reporting, including Performance Reporting against KPIs	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel, Power BI, via electronic means	From Service Commencement Date and delivered in order of priority requirements outlined in the MI reports and Schedule 14(Service Levels)
7	Social Value Reporting based on the Social Value Requirements in the Framework General Requirement Specification and the Supplier's Proposal as outlined in the Supplier Social Value Action Plan	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within Three (3) months of contract start date and then reviewed Six (6) monthly thereafter.
8	Business Continuity and Disaster Recovery Plan  As referenced in Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	Reporting in formats compatible with Microsoft Office Word 2016 or later via electronic means	Within 90 days (in accordance with paragraph 8.22 above.
9	Modern Slavery Assessment Tool  As referenced in 9.14 of Statement of Requirements		Within Sixty (60) Working Days of the Contract Start Date
10	Life Chances through Procurement & Diversity and Equality Plan  As referenced in Appendix B of Statement of Requirements	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within Six (6) months of contract Award and then annually
11	Schedule 31 (DWP Additional Contractual Requirements)  Sustainable Development Policy Statement  As referenced in Appendix C of Statement of Requirements	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	Within Six (6) months of contract Award and then annually

12	Exit Plan  As referenced in Call Off Schedule 10 (Exit Management)	Reporting in formats compatible with Microsoft Office 2016 or later, e.g. Microsoft Word/Excel via electronic means	To be provided in accordance with Call Off Schedule 10 (Exit Management) including providing the initial draft exit plan for approval within three months of contract start date to be reviewed six monthly thereafter and as required pursuant to the Call Off Schedule 10.
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### 13. CONTINUOUS IMPROVEMENT

- 13.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration as detailed in Call Off Schedule 3 Continuous Improvement.

### 14. PRICE

- 14.1 Proposed pricing for the permitted elements listed below is to be provided in accordance with the information set out in DRS Framework Schedule 3 (Framework Prices).
- 14.2 The key pricing elements relevant to this Call Off Contract are:
- 14.2.1 Managed Service Provider Fee- [REDACTED]
  - 14.2.2 Service Installation Costs (Infrastructure Development /Start Up Costs) by the Managed Service Provider- (in line with the agreed maximum framework rates submitted by the Managed Service Provider at the point of being accepted on to the framework)
- 14.3 Prior to award of the Call Off Contract based on 13.2 above, the Supplier will submit their proposed Price Schedule for Service Set Up/Infrastructure Development Costs in writing together with a detailed description of the work required for each item listed in the pricing schedule.
- 14.4 The price schedule should exclude VAT and include all expenses related to the permitted pricing elements during the life of the Call Off Contract.
- 14.5 The Buyer reserves the right to request the Supplier to review and/or amend the charges as needed prior to agreeing the final agreed pricing schedule.
- 14.6 The Buyer also reserves the right to reject the proposed pricing schedule in its entirety and not to proceed with awarding the proposed Call Off Contract without incurring any financial costs related to the proposed Pricing schedule.
- 14.7 If approved by the Buyer, the Set up /Infrastructure Charges will be paid on receipt of a valid Invoice (or Invoices) on the completion of each item listed in



the agreed pricing schedule until all items have been completed, subject to the provision of the Invoicing Mandatory Supporting Information (Section 17.10)

- 14.8 The Supplier will be expected to have completed all items in the agreed pricing schedule within six months of the contract start date and submitted all invoices
- 14.9 No further start-up /infrastructure charges will be payable other than those in the pricing schedule agreed prior to the start of the Call Off Contract.
- 14.10 See Section 16 for more details of Payment and Invoicing, including reimbursement of VAT on enforcement activity fees.

## **15. STAFF AND CUSTOMER SERVICE**

- 15.1 Subject to the provisions for the Supplier's Staff in the CCS Core Terms and Conditions and the Taking Control of Goods Regulations 2014, the following shall apply:
- All Supplier staff having direct contact with Customers must carry identity cards, incorporating up-to-date photographs of themselves, together with a letter authorising them to act on behalf of the Buyer. The card and the authorisation letter must be shown to the Customer on request to substantiate authenticity.
  - The Supplier and Supplier's Staff shall be representatives of the Buyer and shall act in a dignified and polite manner at all times when carrying out enforcement action on behalf of the Buyer.
  - The Supplier's staff shall have a detailed knowledge of civil enforcement and receive regular mandatory training including but not limited to vulnerability and management of conflict to ensure that they always operate within the law and in accordance with the procedures prescribed by the Buyer.
  - The Supplier shall comply with all applicable legislation relating to safeguarding and protecting vulnerable groups, including the Safeguarding Vulnerable Groups Act 2006, the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 and the Protection of Vulnerable Groups (Scotland) Act 2007 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
  - The Supplier must treat Customers fairly and will be expected to demonstrate the consistent and appropriate use of data and analytics to identify and manage vulnerable Customers and Customers experiencing financial difficulties
  - The Supplier's Enforcement Staff must all be certificated Enforcement Agents.
  - The Supplier shall provide a nominated contact to the Buyer, who will be responsible for providing advice, information, and resolution of any queries, issues or risks that arise and impact the contract.
  - The Supplier must maintain a Risk Register, clearly defining identified risks, including how they have been assessed and managed.

## **RESOURCE / STAFF**

- 15.2 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 15.3 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 15.4 The Supplier shall ensure that staff understand the Buyer's vision for 'Faster Enforcement' to support payments to families and children and will provide excellent customer service to the Buyer throughout the duration of the Contract.

## **HELPDESK PROVISIONS**

- 15.5 The Supplier is required to be contactable by telephone for the Buyer to make an enquiry, complaint, or payment query. Details are provided in Framework Schedule 1 Annex I Managed Enforcement Services Specification – Lot 20.

## **CUSTOMER SATISFACTION SURVEY**

- 15.6 Every Customer must be issued by the Supplier, via either text or phone, a Customer Satisfaction Survey within Forty-eight (48) hours of the completion of their enforcement process. For clarity, completion in these circumstances means the final engagement that the Supplier reasonably anticipates as having with the Customer, regardless of outcome. The Supplier shall ask the following question:
  - 15.6.1 "Based on your recent experience with [insert Supplier name], how would you rate your experience of our service?"
  - 15.6.2 The Customer must be given the option to respond with:
    - (a) 1. Extremely unsatisfied,
    - (b) 2. Unsatisfied,
    - (c) 3. Neither satisfied nor dissatisfied,
    - (d) 4. Satisfied,
    - (e) 5. Extremely satisfied."
- 15.7 If the Supplier receives a response to the above Customer Service Question, they will send the Customer a follow up question no later than Forty-eight (48) hours after the response has been received, of:
  - 15.7.1 "Please advise why you have provided this score."
- 15.8 Customer response rates, scores, and other responses must be captured by the Supplier and reported to the Buyer on a monthly basis as part of the standard MI pack.

## **16. SERVICE LEVELS AND PERFORMANCE**

16.1 Details of the required Service Levels that the Supplier will be expected to achieve and against which the Supplier's performance will be assessed, including mechanisms to compensate for poor Supplier performance, are detailed in Call Off Schedule 14 (Service Levels).

16.2 [REDACTED]

## **17. PAYMENT AND INVOICING**

### **PAYMENTS AND INVOICING MECHANISM(S)**

17.1 The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.

17.2 The Supplier must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service Supplier and systems.

17.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The supporting information required is detailed below.

17.5 VAT is chargeable and recoverable on Enforcement Agent fees.

### **INVOICING REQUIREMENTS AND SCHEDULE**

17.6 The Buyer will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.

17.7 The invoicing schedule for any set-up payments that are due will be finalised during the implementation phase of the Contract, any may be paid in whole, or split based on delivery against key milestones towards Service Commencement.

17.8 Notwithstanding 17.7 above, the Supplier shall be required to invoice the Buyer for any eligible charges on a monthly basis as a minimum.

17.9 The Supplier shall provide VAT invoices to the Buyer on a monthly basis.

### **SUPPORTING INFORMATION**

17.10 The Supplier must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices. Refer to the table below for a detailed list of invoicing requirements.

Mandatory Fields	
Data required	Data Format
Invoice reference	Text / General
Invoice date	Date
Invoice breakdown	Text
Invoice breakdown	Currency
Invoice Net Value	Currency
Invoice VAT	Currency
Invoice VAT status	Text
Invoice Total Value	Currency
Buyer Purchase Order Number (to be provided by the Buyer)	Text

## 18. CONTRACT MANAGEMENT

- 18.1 Full details of the Contract Management requirements are provided in Call Off Schedule 15 Contract Management.

## 19. TIME TO PAY

- 19.1 Notwithstanding the termination of all other Services under this Call-Off Contract, the Buyer has the right to request the provision of Time to Pay Services. Where Time to Pay Services are requested, this will be through the Change Control Process.
- 19.2 Where Time to Pay Services are delivered by the Supplier, this will be for a period not exceeding 24 months (or such shorter period as the Buyer may by notice specify) following the termination of all other Services, except Termination Assistance Services, which may be delivered in parallel by the Supplier.
- 19.3 The provision of Time to Pay Services will be on the same terms and conditions of the Call-Off Contract as the delivery of all other Services.
- 19.4 If a Customer ceases to make payment in accordance with the existing arrangement to pay during the Time to Pay period, the Supplier will return such Customer (in accordance with paragraph 6.46 (Recalled by Buyer)).
- 19.5 Unless the Contract is terminated due to the Suppliers' Default, the Supplier shall be entitled to deduct the relevant charges in accordance with Clause 6.41 from any sums collected by the Supplier prior to the End Date. The Supplier shall not be entitled to any further payment or to make any further charge for Time to Pay Services.

## 20. CONTRACT EXIT

- 20.1 The Supplier is to provide an Exit Plan as detailed in Call Off Schedule 10 (Exit Management) to this Contract. The Exit Plan will include how the Supplier will terminate all Services with the exception of the Time to Pay Services, and how the Time to Pay Services will be delivered in parallel to the termination of all of the other Services.
- 20.2 Where Termination Assistance is required in accordance with Call-Off Schedule 10 (Exit Management) the Buyer will require access to the Buyer's Portal provided by the Supplier to the end of the Termination Assistance Period.
- 20.3 Where Termination Assistance as defined in Call-Off Schedule 10 (Exit Management) is required by the Buyer, the Change Control Process outlined in the Joint Schedule 2 (Variation and Change Control Procedure) will be used.
- 20.4 Where a Customer case is not to remain with the Supplier as part of Time to Pay Services, the Supplier, at the Buyer's request, shall notify each such Customer in such manner as the Buyer may reasonably specify, and at such period as the Buyer may specify before the next payment would otherwise have been due, that the Supplier is transferring responsibility for collection to a replacement Supplier or to the Buyer and that the Customer will be notified of the new arrangements.

## 21. APPENDICES

### APPENDIX A – BASELINE DATA- VOLUMES, OUTCOMES AND RATES

#### 21.1 Enforcement: Referrals by Region 2022 2023

21.1.1 Table: Enforcement Referrals by Financial Year

Enforcement Referrals by Calendar Year Country / Region	2022		2023		Total	
<b>England</b>	<b>7,750</b>	<b>86%</b>	<b>12,000</b>	<b>92%</b>	<b>19,750</b>	<b>89%</b>
North West	1,000	11%	1,750	13%	2,750	12%
North East	300	3%	600	5%	900	4%
Yorkshire and The Humber	900	10%	1,250	10%	2,150	10%
West Midlands	800	9%	1,250	10%	2,050	9%
East Midlands	800	9%	1,000	8%	1,800	8%
East of England	800	9%	1,250	10%	2,050	9%
London	900	10%	1,500	12%	2,400	11%
South East	1,500	16%	2,000	15%	3,500	16%
South West	800	9%	1,250	10%	2,050	9%
<b>Wales</b>	<b>500</b>	<b>5%</b>	<b>700</b>	<b>5%</b>	<b>1,200</b>	<b>5%</b>
<b>No Postcode</b>	<b>900</b>	<b>10%</b>	<b>400</b>	<b>3%</b>	<b>1,300</b>	<b>6%</b>
<b>Total</b>	<b>9,250</b>		<b>13,000</b>		<b>22,250</b>	
Note: Volumes have been rounded for ease of reporting						

### 21.1.2 Key- Regions

## 21.2 Enforcement: Volume of Referrals

### 21.2.1 Current/Previous Volumes

By Financial Year	Volumes
2021/22	10,038
2022/23	10,583
2023/24 (YTD at 31/12/23)	10,293
By Calendar Year	Volumes
2020	6,137
2021	9,141
2022	9,710
2023	13,651*

\* Note: There has been a significant increase in the volume of referrals in the third quarter of 2023 which is directly related to the 'Faster Enforcement' initiative implemented in Child Maintenance Services in early 2023.

### 21.2.2 Indicative Forecast

By Financial Year	Volumes
2023/24	13,000
2024/25	13,000
2025/26	13,000

## 21.3 Enforcement: Profile of Referrals by Level of Arrears Owed by Customers at Point of Referral

21.3.1 Table: Referrals by Financial Year 2022/23

Debt Banding	Number of Referrals	Percentage of Total Debt
Under £500	132	1.25%
£500 - £1000	904	8.55%
£1000 - £1500	1339	12.66%
£1500 - £2000	1104	10.43%
£2000 - £3000	1824	17.23%
£3000 - £5000	2184	20.64%
£5000 - £7500	1395	13.18%
£7500 - £10000	688	6.50%
£10000 - £15000	576	5.44%
£15000 - £20000	224	2.11%
£20000 - £30000	150	1.42%
£30000 - £40000	32	0.30%
£40000 - £50000	17	0.16%
Over £50000	14	0.13%
Totals	10,583	100%

21.3.2 Table: Referrals by Financial Year 2023/24 YTD (At 31/12/23)



Debt Banding	Number of Referrals	Percentage of Total Debt
Under £500	99	0.96%
£500 - £1000	846	8.22%
£1000 - £1500	1356	13.18%
£1500 - £2000	1142	11.10%
£2000 - £3000	1743	16.93%
£3000 - £5000	2209	21.46%
£5000 - £7500	1311	12.74%
£7500 - £10000	659	6.41%
£10000 - £15000	536	5.21%
£15000 - £20000	220	2.14%
£20000 - £30000	114	1.11%
£30000 - £40000	35	0.34%
£40000 - £50000	9	0.09%
Over £50000	12	0.12%
Totals	10,293	100%

#### 21.4 Enforcement: Outcome of Cases Returned to DWP by Financial Year

##### 21.4.1 Table: Case Outcomes by Financial Year

Outcomes of Case Referrals in Financial Year <i>(excluding cases subject to ongoing enforcement action and cases which have become subject to payment arrangements)</i>	2021/22	As % of total returns to DWP in 2021/22	As % of total number of referrals made in 2021/22	2022/23	As % of total returns to DWP in 2022/23	As % of total number of referrals made in 2022/23	2023/24 YTD as at 31.12.23	As % of total returns made to DWP in 2023/24	As % of total number of referrals in 2023/24 YTD
Case Returned- Nulla Bona	7604	80.00%	75.75%	6862	78.96%	64.84%	6448	78.92%	62.64%
Case Returned -CMS Request	417	4.39%	4.15%	396	4.56%	3.74%	525	6.43%	5.10%
Case Returned- (Gone Away No Trace)	644	6.78%	6.42%	333	3.83%	3.15%	222	2.72%	2.16%
Case Returned -Paid in Full	840	8.84%	8.37%	1099	12.65%	10.38%	975	11.93%	9.47%
Totals	9505	100.00%	94.69%	8690	100.00%	82.11%	8170	100.00%	79.37%

## 21.5 Enforcement -Number of Payment Arrangements

21.5.1 Table: Annual End of Year Snapshot of Number/Rate of Cases in Ongoing Payment Arrangement

Number of Cases in Payment Arrangement at end of Financial Year	2021/22	As % of total number of referrals made during 2021/22	As % of live enforcement caseload	2022/23	As % of total number of referrals made during 2022/23	As % of live enforcement caseload	2023/24 YTD at 31.12.23	As % of total number of referrals made during 2023/24 YTD as at 31.12.23	As % of live enforcement caseload
Number of cases subject to ongoing	1495	14.89%	43.25%	1244	11.75%	28.25%	1235	12.00%	20.84%

payment arrangement									
Totals				1244	11.75%	28.25%	1235	12.00%	20.84%

## 21.6 Enforcement: Debt Collection Rates- Baseline Data

21.6.1 This baseline data is based on DWP data on income received as a result of external enforcement activity. The calculation is based on comparing income in the financial year against the total amount of debt referred to enforcement in the same financial year. Although expressed in financial year terms, the longer-term nature of debt recovery action means that income may be received for cases that were referred in previous financial years. As such it is a reflection of cumulative performance, in which fluctuations in volumes referred or level of income collected will impact on overall performance long term. This baseline data is intended to support the Supplier in the planned joint development of a Key KPI (or KPI's) that will accurately measure income collection performance in percentage terms going forward.

21.6.2 Table: Debt Conversion by Value £

Financial Year	Total Value of Debt Referred Out £	Total Income Received £	Debt Conversion Rate
2020/21	£19,604,026	£2,474,618	12.62%
2021/22	£50,037,828	£3,568,565	7.13%
2022/23	£49,377,165	£4,114,895	8.33%
2023/24 YTD up to 31.12.23	£46,347,574	£7,557,090	16.31%
Total Debt Referred to External Enforcement	<b>£165,366,593</b>	<b>£17,715,168</b>	<b>10.71%</b>

## 21.7 Enforcement: Case Conversion Rates -Baseline Data

21.7.1 This baseline data is based on DWP data on income received as a result of external enforcement activity. The proposed calculation is based on comparing the number of Customer cases which are or have been in payment in the current financial year plus the number that have been fully paid within the current financial year divided by the total number of live referred cases each month. Although expressed in financial year terms, the longer-term nature of debt recovery action means that income may be received for cases that were referred in previous financial years. As such it is a monthly snapshot of the overall rate of case conversion. This baseline data is intended to support the Supplier in the planned joint development of a Key KPI (or KPI's) that will accurately measure case conversion performance in percentage terms going forward. Initial calculation methods must be agreed and documented prior to Service Commencement.

21.7.1 Table: Debt Conversion by Number of Cases

	Number of Cases Referred out in Financial Year	Number of Cases Paid in Full in Financial Year	Number of Cases currently in Payment Arrangement at end of Financial Year	Number of cases that were in payment during financial year but stopped paying during the financial year, did not pay in full and are not included in the other columns	Total Number of Cases in all Columns	Case Conversion Rate %	
2020/21	4384	591	Not available	Not available	Not available	Not available	
2021/22	10038	840	1495	Not available	Not available	Not available	
2022/23	10583	1099	1244	Not available	Not available	Not available	
2023/24 YTD at 31.12.23	10293	975	1235	Not available	Not available	Not available	
Totals							



## APPENDIX B – ENVIRONMENT REQUIREMENTS



Appendix C  
Environment Requirements