

CALL-OFF CONTRACT

CONTENTS

Call-Off Order Form

Schedule 2.1 (Call-Off Services Description)

Schedule 2.2 (Call-Off Performance Levels)

Schedule 2.5 (Call-Off Insurance)

Schedule 3 (Call-Off Customer Responsibilities)

Schedule 4.1 (Call-Off Supplier Solution)

Schedule 4.2 (Call-Off Commercially Sensitive Information)

Schedule 4.3 (Call-Off Sub-contracting)

Schedule 6.1 (Call-Off Implementation)

Schedule 6.2 (Call-Off Software)

Schedule 7.1 (Call-Off Charges and Invoicing)

Schedule 7.4 (Call-Off Financial Distress)

Schedule 7.5 (Call-Off Reports, Records and Audit Rights)

Schedule 8.1 (Call-Off Governance)

Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer)

Schedule 9.1 (Call-Off Key Personnel)

Schedule 10 (Call-Off Processing Personal Data)

CALL-OFF ORDER FORM

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on 14/04/2023 ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On 11th June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 7th August 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

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

CALL-OFF ORDER FORM

3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ		
2.	Supplier	Name:	The Forward Trust	
		Registered address:	Unit 106-107 Edinburgh House 170 Kennington Lane London SE11 5DP	
		Registered number:	N/A	
3.	Call-Off Commencement Date	19 June 2023		
4.	Call-Off Expiry Date	11 May 2025		
5.	Customer Representative (Clause 13.6.2)	Amy Townsend – Senior Contract Manager		
6.	Supplier Representative (Clause 13.6.2)	John Biggin OBE, CEO		
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).		
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:		
		Framework Agreement Clause number	Applies	Disapplies
		9 (Implementation)	X (See Special Term 26A)	
		10 (Performance Indicators)		X (See Special Term 26B)
		16.7 to 16.10 (Key Personnel)	x	
		32 (Remediation Plan Process)	X	
				Consequence
				If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
				If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
				If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply

CALL-OFF ORDER FORM

		33 (Delay Payments)		X																													
		35 (Step-In Rights)	X																														
		Schedule 7.2 (Payments on Termination)	X		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what																												
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.																															
		<table border="1"> <thead> <tr> <th>Provision</th> <th>Tier One</th> <th>Tier Two</th> <th>Tier Three</th> </tr> </thead> <tbody> <tr> <td>Schedule 7.4 (Financial Distress)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 7.5 (Reports, Records and Audit Rights)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.1 (Governance)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.2 (Change Control)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.5 (Exit Management)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td> <td></td> <td></td> <td>X</td> </tr> </tbody> </table>				Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)			X	Schedule 7.5 (Reports, Records and Audit Rights)			X	Schedule 8.1 (Governance)			X	Schedule 8.2 (Change Control)			X	Schedule 8.5 (Exit Management)			X	Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
Provision	Tier One	Tier Two	Tier Three																														
Schedule 7.4 (Financial Distress)			X																														
Schedule 7.5 (Reports, Records and Audit Rights)			X																														
Schedule 8.1 (Governance)			X																														
Schedule 8.2 (Change Control)			X																														
Schedule 8.5 (Exit Management)			X																														
Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X																														
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.																															
		The provisions of Appendix 1 To Schedule 7.1 (charges and Invoicing) shall not apply to this Call Off Contract.																															
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.																															

CALL-OFF ORDER FORM

12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be SL1.
13.	Security	<p>For the purposes of Schedule 2.4 (Information Security and Assurance) this Call- Off Contract shall be SL1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).</p> <p>If the Authority, at its sole discretion, determines additional Information Assurance is required of the Supplier of this contract at any stage during the contract term, the Supplier may be required to comply with Security Level 2 (SL2), Security Level 3 (S3) or Security Level 4 (S4) of Schedule 2.4.</p>
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.

CALL-OFF ORDER FORM

22.	Staff Transfer (Relevant Staff Transfer Schedule)	<p>In the event of a Staff Transfer occurring under TUPE, over which the Authority make no representations, warranties or guarantees:</p> <ol style="list-style-type: none"> 1. Schedule 9.1B shall apply to this Call-Off Contract. 2. Part B of Schedule 9.1B shall apply to this Call-Off Contract if there is any transfer of employees at commencement of services. 3. Part C of Schedule 9.1B shall not apply to this Call-Off Contract. <p>Part D of Schedule 9.1B may, but is unlikely to apply to this Call-Off Contract</p> <p>Annex D1 to Part D – CSPS is not expected to apply to this Call-Off Contract</p> <p>Annex D2 to Part D - LGPS is not expected to apply to this Call-Off Contract</p> <p>Part E of Schedule 9.1B shall apply to this Call-Off Contract</p>												
23.	Guarantee	N/A												
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.												
25.	Notice provisions (Clause 46.4)	<table border="1"> <thead> <tr> <th></th> <th>Supplier</th> <th>Customer</th> </tr> </thead> <tbody> <tr> <td>Contact</td> <td>John Biggin OBE, CEO</td> <td>Elizabeth Grayson</td> </tr> <tr> <td>Address</td> <td>Unit 106-107, Edinburgh House, 170 Kennington Lane, London, SE11 5DP</td> <td>102 Petty France, London, SW1H 9AJ</td> </tr> <tr> <td>Email</td> <td>John.biggin@forwardtrust.org.uk</td> <td>elizabeth.grayson1@justice.gov.uk</td> </tr> </tbody> </table>		Supplier	Customer	Contact	John Biggin OBE, CEO	Elizabeth Grayson	Address	Unit 106-107, Edinburgh House, 170 Kennington Lane, London, SE11 5DP	102 Petty France, London, SW1H 9AJ	Email	John.biggin@forwardtrust.org.uk	elizabeth.grayson1@justice.gov.uk
	Supplier	Customer												
Contact	John Biggin OBE, CEO	Elizabeth Grayson												
Address	Unit 106-107, Edinburgh House, 170 Kennington Lane, London, SE11 5DP	102 Petty France, London, SW1H 9AJ												
Email	John.biggin@forwardtrust.org.uk	elizabeth.grayson1@justice.gov.uk												

CALL-OFF ORDER FORM

26.	Special Terms –	The Special Terms below shall apply to the Call-Off Contract
26A	Special Terms – Implementation	The Provisions for Implementation/Mobilisation detailed in Schedule 2.1 Service Description and in Schedule 6.1 of this Call-Off Contract shall apply.
26B	Special Terms – Key Performance Indicators	<p>Provisions for Key Performance Measures are as detailed in Schedule 2.1 Service Description.</p> <ol style="list-style-type: none"> 1. The Supplier shall supply the Authority with an update on the delivery against the Performance Indicators in a report format on a monthly/quarterly basis and the specific date for these reports shall be agreed by both Parties during the Mobilisation period. The Authority reserves the right to amend the reporting timescales in agreement with the Supplier. 2. If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement. 3. Providers are required to report against all Performance Indicators as per the Table found in Part B of Schedule 2.1 Service Description, in accordance with the Call-Off Contract. 4. With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties. 5. In conjunction with paragraph 4 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.
26C	Special Terms –	<p>PRICE VARIATION</p> <ol style="list-style-type: none"> 1. The Customer shall have the option, in its absolute discretion, to increase the value of the contract and the charges payable to the Supplier if one or more of the following conditions precedent or thresholds is exceeded: <ol style="list-style-type: none"> i. Where the number of Service Users on the waiting lists of any location stipulated in part C of Schedule 2.1 (Services Description) exceeds 12. 2. The Customer may exercise this option as many times as it wishes throughout the initial term and/or extension period of the contract so long as on each occasion the option is exercised on the basis that one or more of the aforesaid conditions precedent have been triggered. 3. The exact increased amount(s) of the additional services or contract price shall be calculated using the same principles and methodologies used for determining the basic contract value of each region. Suppliers can expect that each instance of the Customer exercising its option to vary the price will be proportionate to the increase in referrals. 4. Any increase in price shall follow the Change Control Procedure outlined in Schedule 8.2 of the Framework Agreement. 5. This price variation clause is made in observation of Regulation 72(1)(a) of the PCR 2015.

CALL-OFF ORDER FORM

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

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

E. Grayson

E.Grayson (Apr 11, 2023 17:13 GMT+1)

.....
Signature

ELIZABETH GRAYSON

.....
Name (block capitals)

Commercial Specialist

.....
Position

Apr 11, 2023

.....
Date

SIGNED for and on behalf of
The Forward Trust

Mike Trace

Mike Trace (Apr 11, 2023 18:05 GMT+1)

.....
Signature

MIKE TRACE

.....
Name (block capitals)

Chief Operating Officer

.....
Position

Apr 11, 2023

.....
Date

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

See Appendix A –Schedule 2.1 (Services Description)

SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

[NOT USED]

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 2.5

CALL-OFF INSURANCE

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

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	Royal Sun Alliance Policy Number RKL23407/06/1316 Expires 14 th June 2023	The maximum deductible threshold. This figure will be used to populate Schedule 2.5 (Call-Off Insurance)] £10million in any one event £10 million all events happening during any period of insurance in respect of products supplied
Professional Indemnity Insurance	AXA Policy Number BM MLP 7055039 Expires 14 th June 2023	The maximum deductible threshold. This figure will be used to populate Schedule 2.5 (Call-Off Insurance)] Trustees liability: £5 million Employment Practices liability: £500,000 Charity, clubs and associations legal liability: £10 million
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	Employers Liability Royal Sun Alliance Policy Number RKL23407/06/1316 Expires 14 th June 2023 of Insurer(s) Motor Third Party Liability Allianz (covering current fleet) Policy Number 27/CX/28743176/06 Expires 14 th June 2023	£10 million any one event (excluding liability directly arising from terrorism) £5 million any one event arising directly or indirectly out of terrorism. Comprehensive cover.

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. INTRODUCTION

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

2. SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT

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

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

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

See Appendix B – Supplier Solution

SCHEDULE 4.3

CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. [Part B of Schedule 4.3 (Sub-contracting) of the Framework Agreement shall, insofar as it applies to this Call-Off Contract only be amended such that requirement number nine (9) (Step-in) shall be deemed to read 'no' in respect of Key Sub-contractors].
3. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
N/A					[Level 1]

SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

1. IMPLEMENTATION

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly/quarterly report.
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
- a) incorporates all Mobilisation Activities for the purposes of this Call-Off Contract.
 - b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones.
 - c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements.
 - d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements.
 - e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
- a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
 - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.

2. COMPLETION OF THE IMPLEMENTATION PLAN

- 2.1 The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.
- 2.2 The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

MOBILISATION ACHIEVEMENT

1. ACHIEVEMENT OF ACTIVITY

- 1.1 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 1.2 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
- 1.3 Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

2. MISSED ACTIVITY

- 2.1 If any activities have not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 2.2 Where any failure to Achieve an activity results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:
 - a) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
 - b) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.
- 2.3 If an Activity is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Activity not being Achieved.

3. DELAYS DUE TO CUSTOMER CAUSE

- 3.1 If the Supplier has failed to achieve the Activity Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Activity Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

IMPLEMENTATION

1. MOBILISATION MILESTONES

- 1.1 The Supplier shall complete the following Mobilisation Milestones by the relevant completion date as set out in the table below.

KEY MILESTONE REFERENCE	Key Implementation Milestone	Milestone Completion Date	Acceptance Criteria
IM1 – Vetting	The Supplier shall ensure that sufficient staff for Call-Off Commencement Date have been vetted or re- vetted to the required level in accordance with: Probation Instruction 2014/03; Probation Instruction 2014/23; and Probation Instruction 2014/60.	Two (2) days prior to Call-Off Commencement Date	Demonstration that the Supplier has completed vetting of sufficient staff for Call-Off Commencement Date as required by the relevant Probation Instructions. Details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier will ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.
IM2 – Workforce	The Supplier shall ensure that sufficient staff for the Call-Off Commencement Date have been recruited and trained in accordance with Framework Agreement and Call-Off Contract	Two (2) days prior to Call-Off Commencement Date	A record evidencing that training has been completed by the Suppliers existing and newly recruited staff. The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on the Call-Off Commencement Date.
IM3 – Information Security and Assurance	The Supplier shall have met the relevant cyber, information assurance and data processing standards as set out in Schedules 2.3 (Standards), 2.4 (Information Security and Assurance) and 10 (Processing Personal Data)	Two (2) days prior to Call-Off Commencement Date	Copy of UK Government Accreditation Scheme OR Copy of Cyber Essentials Basic Demonstrate compliance with NCSC Cloud Security Principles (where hosting Customer Data) Copy of Information Security Management Plan provided and approved by the Customer Supplier to provide assurance that all Sub-contractors, sub-processes, supply chain and any other relevant third parties have the appropriate Security requirements in place in line with Schedules 2.3 (Standards) and 2.4 (Information Security and Assurance).
IM4 – IT Equipment	The Supplier shall provide sufficient IT equipment and ensure the IT equipment are of appropriate quality to enable the delivery of requirements.	Two (2) days prior to Call-Off Commencement Date	Evidence of IT equipment ready to for deployment.
IM5– Yearly Delivery Plan	The Supplier shall provide a yearly delivery plan on how the service will be delivered on a twelve-monthly basis.	Date to be agreed by both parties during the mobilisation period.	Provide written evidence demonstrating agreed timescales by both parties.
IM6 – Referral Form	The Supplier shall work collaboratively with the Authority to agree a referral documentation.	Seven (7) days prior to the Call-off Commencement date	Evidence of an agreed referral documentation between the Supplier and the Authority.

OFFICIAL SUBJECT TO CONTRACT

APPENDIX C

IMPLEMENTATION PLAN

See Appendix C - Implementation Plan

SCHEDULE 6.2

CALL-OFF SOFTWARE

1. THE SOFTWARE

1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.

1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licenses	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
Office Professional Plus 2016		Word, Excel, Outlook; OneNote, PowerPoint; Word processing, Spreadsheets, E-mail; Presentation and Collaboration	6	None	6	COTS	Office Professional Plus 2016
Enterprise Mobility + Security E3		Microsoft Azure Active Directory Premium for hybrid identity management Microsoft Intune for mobile device and application management Microsoft Azure Rights Management for information protection	6	None	6	COTS	Enterprise Mobility + Security E3
Office 365 E1		Web-based apps like Word, Excel and Outlook integrated with OneDrive and Microsoft Teams	6	None	6	COTS	Office 365 E1
Power BI		Information Management and reporting	2	None	2	COTS	Power BI
Office Professional Plus 2016		Word, Excel, Outlook; OneNote, PowerPoint. Word processing, Spreadsheets, E-mail; Presentation and Collaboration	6	None	6	COTS	Office Professional Plus 2016
Risk Management	Ulysses	Incident management and reporting	6	None	6	COTS	Yearly
Kaspersky End Point Security	Kaspersky	Protection from Viruses, malware and Trojans	6	None	6	COTS	Yearly

3. **THIRD PARTY SOFTWARE**

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A							

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

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

(a) Authority Fixed Price

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

2. FIXED PRICE

2.1 The Fixed Price shall be as set out below:

Period	Cost
Implementation/Mobilisation Charges	£30,969.15
Year 1	£169,924.47
Year 2	£169,924.47

2.2 Year 2 is subject to indexation

3. PERFORMANCE PAYMENTS

3.1 There shall be no retained amounts under this Call-Off Contract.

4. DELAY PAYMENTS

4.1 There shall be no Delay Payments payable under this Call-Off Contract.

5. IMPLEMENTATION SERVICES CHARGES

5.1 The Customer shall pay up to £31,000.00 during the Implementation Period only, if requested and modelled by the Supplier in their Financial Submission.

OFFICIAL SUBJECT TO CONTRACT

**ANNEX 1
FINANCIAL MODEL**

See Appendix D – Financial Model

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

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

OFFICIAL SUBJECT TO CONTRACT

ANNEX 1

RATING AGENCIES

[Not Applicable]

OFFICIAL SUBJECT TO CONTRACT

ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

[Not Applicable]

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

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

2. PROVISION OF REPORTS

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

3. SUPPLIER AUDITS

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

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

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

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	Every 3 months
Charges	Total Charges Actual Supplier Profit/Surplus Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid, and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)

OFFICIAL SUBJECT TO CONTRACT

Audited and unaudited Finance statements (the "Management Accounts")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report
Implementation Plan and Milestone achievement report	As described in Schedule 6.1 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board

Responsive reports

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

SCHEDULE 8.1

CALL-OFF GOVERNANCE

1. REPRESENTATION AND STRUCTURE OF BOARDS

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

a) Service Management Board

Customer Members of Service Management Board	Senior Contract Manager, Service Manager
Supplier Members of Service Management Board	John Biggin OBE, Chief Operating Officer Edwin Ilo, Head of Custodial Services Helen Greenard, Director of Service Improvement Rhianne Graham and Cassandra Childlow, Regional Managers Emma Coulson, Head of Business Development
Start Date for Service Management Board meetings	TBA
Location of Service Management Board meetings	TBA

b) Contract Strategy Board

Customer members of Contract Strategy Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier members of Contract Strategy Board	Mike Trace, CEO; John Biggin OBE, Chief Operating Officer; Asi Panditharatna, Executive Director of Employment Services; Carwyn Gravell, Executive Director of Research and Development; Jason Moore, Executive Director of Substance Misuse Services; Sally Benton, Executive Director of Fundraising and Communications

OFFICIAL SUBJECT TO CONTRACT

	Edwin Ilo, Head of Custodial Services
Start date for Contract Strategy Board meetings	TBA
Location of Contract Strategy Board meetings	TBA

c) Change Management Board

Customer Members of Change Management Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier Members of Change Management Board	John Biggin OBE, Chief Operating Officer Sarah Cahalan, Head of Probation Helen Greenard, Director of Service Improvement Rhianne Graham and Cassandra Childlow, Regional Managers Emma Coulson, Head of Business Development Eleanor Wade, Finance Director
Start Date for Change Management Board meetings	TBA
Location of Change Management Board meetings	TBA

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

Customer attendees for annual review meeting	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier attendees for annual review meeting	John Biggin OBE, Chief Operating Officer Jason Moore, Executive Director of Substance Misuse Services Helen Greenard, Director of Service Improvement Edwin Ilo, Head of Custodial Services

OFFICIAL SUBJECT TO CONTRACT

	Rhianne Graham and Cassandra Childlow, Regional Managers Emma Coulson, Head of Business Development
--	--

OFFICIAL SUBJECT TO CONTRACT

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

STAFF TRANSFER

LIST OF NOTIFIED SUB-CONTRACTORS

N/A

SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

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

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
Supplier Representative	Julie Muir Gary Stickings	Liaising with commissioners, ensuring contract and operating model are meeting requirements	During mobilisation period Throughout life of contract	During mobilisation period Throughout life of contract
Framework Supplier Representative	Carwyn Gravell Julie Muir	Management of tenderer's call-off submissions Legal notices contact	During tendering and evaluation stage Throughout life of contract	During tendering and evaluation stage Throughout life of contract
Exit Manager	Julie Muir Gary Stickings Caroline Thatcher	Handover of all contract details, including migration of client data; staffing; transfer of information; estates	Throughout life of contract	Throughout life of contract

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

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

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

PART 2

1. SCHEDULE OF DATA PROCESSING PARTICULARS

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

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

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

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

Appendix E - Personal Data Map

Substance Misuse Recovery Programme Contract (Wales)

Final Audit Report

2023-04-11

Created:	2023-04-11
By:	Joey Stanford (joey.stanford@justice.gov.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAApLiEELZGIKjXzVv6L5IdHPpkRjRDL

"Substance Misuse Recovery Programme Contract (Wales)" History

-  Document created by Joey Stanford (joey.stanford@justice.gov.uk)
2023-04-11 - 2:05:54 PM GMT
-  Document emailed to elizabeth.grayson1@justice.gov.uk for signature
2023-04-11 - 3:07:03 PM GMT
-  Email viewed by elizabeth.grayson1@justice.gov.uk
2023-04-11 - 4:13:10 PM GMT
-  Signer elizabeth.grayson1@justice.gov.uk entered name at signing as E.Grayson
2023-04-11 - 4:13:22 PM GMT
-  Document e-signed by E.Grayson (elizabeth.grayson1@justice.gov.uk)
Signature Date: 2023-04-11 - 4:13:24 PM GMT - Time Source: server
-  Document emailed to mike.trace@forwardtrust.org.uk for signature
2023-04-11 - 4:13:25 PM GMT
-  Email viewed by mike.trace@forwardtrust.org.uk
2023-04-11 - 5:01:14 PM GMT
-  Signer mike.trace@forwardtrust.org.uk entered name at signing as Mike Trace
2023-04-11 - 5:05:26 PM GMT
-  Document e-signed by Mike Trace (mike.trace@forwardtrust.org.uk)
Signature Date: 2023-04-11 - 5:05:28 PM GMT - Time Source: server
-  Agreement completed.
2023-04-11 - 5:05:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.