

**CALL-OFF CONTRACT**

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## CALL-OFF ORDER FORM

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

### 1. BACKGROUND

- (A) On 11th June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (OJEU 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 **[REDACTED]** (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

### 2. IT IS AGREED AS FOLLOWS

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

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### 3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ			
2.	Supplier	Name:	Third Sector Consortia Management LLP (3SC)		
		Registered address:	Marco Polo House, 3-5 Lansdowne Road, Croydon, CR0 3BX		
		Registered number:	OC347365		
3.	Call-Off Commencement Date	1 <sup>st</sup> April 2022			
4.	Call-Off Expiry Date	31 <sup>st</sup> March 2023			
5.	Customer Representative (Clause 13.6.2)	[REDACTED]			
6.	Supplier Representative (Clause 13.6.2)	[REDACTED]			
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).			
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:			
		Framework Agreement Clause number	Applies	Disapplies	Consequence
		9 (Implementation)		Disapplies – see 26A Special Terms	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)		Disapplies – see 26B Special Terms	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
		16.7 to 16.10 (Key Personnel)	Applies		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
		32 (Remediation Plan Process)	Applies		

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		33 (Delay Payments)		<b>Disapplies</b>																													
		35 (Step-In Rights)	<b>Applies</b>																														
		Schedule 7.2 (Payments on Termination)	<b>Applies</b>		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what																												
<b>9.</b>	<b>Tiering</b>	<p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Provision</th><th style="width: 15%;">Tier One</th><th style="width: 15%;">Tier Two</th><th style="width: 15%;">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
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<b>10.</b>	<b>Charges</b>	<p>The provisions of the following, as stipulated within Schedule 7.1 (Charges and Invoicing), shall not apply to this Call-Off Contract:</p> <ol style="list-style-type: none"> <li>1. Clause 18 (Payroll Set Up Costs for Unexpected LGPS Employees);</li> <li>2. Clause 19 (Employment Costs Adjustment and Redundancy Surcharge);</li> <li>3. Appendix 1 to Schedule 7.1 (Charges and Invoicing)</li> </ol>																															
<b>11.</b>	<b>Customer Responsibilities</b>	<p>The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.</p>																															
<b>12.</b>	<b>Standards</b>	<p>For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S1.</p>																															
<b>13.</b>	<b>Security</b>	<p>For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S1.</p>																															

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		<p>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 Service Level 2 (SL2) of Schedule 2.4.</p>
14.	<b>Commercially Sensitive Information</b>	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.	<b>Sub-contracting</b>	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.	<b>Software</b>	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.
17.	<b>Payments on Termination</b>	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.
18.	<b>Financial Distress</b>	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.
19.	<b>Governance</b>	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.
20.	<b>Exit Management</b>	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.
21.	<b>Service Continuity</b>	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.
22.	<b>Staff Transfer (Relevant Staff Transfer Schedule)</b>	Not Used
23.	<b>Guarantee</b>	<p>This Call-Off Contract is conditional upon the valid execution and delivery to the Customer of the Guarantee.</p> <p>For the purposes of this Call-Off Contract the Guarantor shall be [insert name], a company registered in [insert country] with company number [insert company number] and whose registered office is at [insert registered address].</p> <p><b>[Note – only retain if PCG is required for Call-Off Contract]</b></p>
24.	<b>Personal Data</b>	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.

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25.	Notice provisions (Clause 46.4)		<b>Supplier</b>	<b>Customer</b>
		<b>Contact</b>	[REDACTED]	[REDACTED]
		<b>Address</b>	Marco Polo House, 3-5 Lansdowne Road, Croydon, CR0 3BX	102 Petty France, London, SW1H 9AJ
		<b>Email</b>	[REDACTED]	[REDACTED]
26.	(26A) Special Terms	<p><b>Provisions for Implementation are as detailed in Schedule 2.1 Service Description.</b></p> <p><b>1. IMPLEMENTATION</b></p> <p>1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date.</p> <p>1.2 The Implementation Plan is set out in Annex 1.</p> <p>1.3 The Supplier shall, during the Implementation Period, provide the Customer with a Weekly report and meeting.</p> <p>1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):</p> <ul style="list-style-type: none"> <li>a) incorporates all of the Mobilisation Activities for the purposes of this Call-Off Contract;</li> <li>b) includes (as a minimum) the Supplier's proposed timescales in each of the Activities;</li> </ul> <p>1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:</p> <ul style="list-style-type: none"> <li>a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan.</li> <li>b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.</li> </ul> <p><b>2. COMPLETION OF THE IMPLEMENTATION PLAN</b></p> <p>2.1 The Supplier shall ensure the Implementation Plan is completed in full by the end of the Implementation Period.</p> <p>2.2 The provisions of Paragraph <b>Error! Reference source not found.</b> of Part B shall apply in respect of any failure to meet the Mobilisation Activities.</p> <p style="text-align: center;"><b>PART B</b></p> <p style="text-align: center;"><b>Mobilisation Activity Achievement</b></p>		

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	<p>3. <b>ACHIEVEMENT OF ACTIVITY</b></p> <p>3.1 Once the Supplier considers it has completed an Activity (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Activity meets the Acceptance Criteria.</p> <p>3.2 Any Disputes between the Customer and the Supplier regarding the Achievement of Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.</p> <p>4. <b>MISSED ACTIVITIES</b></p> <p>4.1 If any Activity has not been Achieved on or before the relevant Activity Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.</p> <p>4.2 Where any failure to Achieve an 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:</p> <ul style="list-style-type: none"> <li>a) terminate the Call-Off Contract on the basis of a Supplier Termination Event;</li> <li>b) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.</li> </ul> <p>4.3 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.</p> <p>5. <b>DELAYS DUE TO CUSTOMER CAUSE</b></p> <p>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 Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.</p>
(26B) Special Terms	<p><b>Provisions for Performance Measures are as detailed in Schedule 2.1 Service Description.</b></p> <ul style="list-style-type: none"> <li>1. Performance Indicators (PI) are required to be provided in a report format on a monthly basis, by the tenth (10<sup>th</sup>) of each month and shall come into effect from the Call Off Commencement date. The Authority reserves the right to amend the reporting timescales in agreement with the Provider. The PI's reporting format shall be agreed upon by both parties as a part of the mobilisation period and the measurement of the PIs shall start at the Contract Commencement date.</li> <li>2. For the avoidance of doubt any Call-Off Contract PI shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.</li> </ul>

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		<p>3. If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement.</p> <p>4. Providers are required to report against all PIs as per the table located in Part A (1) of Schedule 2.1 Service Description, in accordance with this Call-Off Contract.</p> <p>5. With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties.</p> <p>6. In conjunction with paragraph 5 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.</p>
	<b>(26C) Special Terms</b>	<p>Where either Party believes that the minimum number of hours per annum is unlikely to be fulfilled the following shall apply:</p> <p>(a) It is the responsibility of the Supplier to provide an indicative estimate of the remaining hours which shall not be fulfilled, during the final quarter of The Contract Term.</p> <p>(b) Where there are likely to be unfulfilled hours, as identified in the final quarter of the Contract Term the Service Delivery shall continue past the point of Contract Expiry Date until the point at which all minimum Contract hours have been fulfilled. The Terms and Conditions of the Call Off Contract shall apply, but this will not be classed as a Call Off Extension. It is simply in place to ensure the usage of unfulfilled hours.</p>



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

**SIGNED** for and on behalf of  
**The Secretary of State for Justice**

.....  
Signature

.....  
Name (block capitals)

.....  
Position

.....  
Date

**SIGNED** for and on behalf of  
**Third Sector Consortia Management LLP (3SC)**

.....  
Signature

.....  
Name (block capitals)

.....  
Position

.....  
Date

## **CALL-OFF ORDER FORM**

### **SCHEDULE 2.1**

#### **CALL-OFF SERVICES DESCRIPTION**

##### **SUPPORT FOR PEOPLE ON PROBATION LIVING WITH AUTISTIC SPECTRUM CONDITION, IN SWANSEA, NEATH AND PORT TALBOT; SPECIFICATION**

#### **1. INTRODUCTION**

- 1.1 This Schedule sets out the scope of the Services to be provided by the Provider.
- 1.2 Schedule 2.1 Service Description is required to be delivered in the South Wales Police and Crime Commissioner Area across the Swansea, Neath and Port Talbot PDU and in; Cwm Taf Morgannwg and Cardiff and Vale PDU(s), where appropriate, as detailed at Clauses 5.3(c)(ii) and 5.3(c)(iii).
- 1.3 The Services to be provided by the Provider under this Call-Off Contract shall be:
- 1.3.1 The Background of the Support for People on Probation Living with Autistic Spectrum Condition contract and overview of the service as defined in this introduction, being;
- (a) Terminology and Definitions;
  - (b) Probation Services Dynamic Framework (PSDF) Service Category - DF.07 Emotional Well-Being;
  - (c) Current Landscape and Forward Look;
  - (d) Service Delivery;
  - (e) Referral Process and Requirements;
- 1.3.2 The elements as set out in Part A of this Schedule 2.1 (Call-Off Services Description) being: -
- (a) Performance Indicators;
  - (b) Provider Personnel and Volunteers Skills, Knowledge and Training;
  - (c) Mobilisation;
  - (d) General Requirements;
- 1.3.3 within the Geographical Locations set out in Part B.

#### **2. TERMINOLOGY AND DEFINITIONS**

- 2.1 The terms 'Supplier' and 'Provider' will be used interchangeably for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications.
- 2.2 Probation Service (PS) Personnel includes all members of staff and contractors who are based at a PS region. 'HQ' Personnel refers to all members of staff and contacts who work for centralised headquarters of the Probation Service.

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- 2.3 The terms 'People/Person on Probation' (PoP) and 'Individual' will be used interchangeably for the purposes of this specification and question set, and in the context of this competition shall mean those living with Autistic Spectrum Condition.

3. **PROBATION SERVICES DYNAMIC FRAMEWORK SERVICE CATEGORY - DF.07 EMOTIONAL WELL-BEING;**

- 3.1 The Providers invited to this competition shall provide the following Probation Services Dynamic Framework Service Category for this Call Off Contract:

3.2 **Emotional Well-Being - Service Description**

- 3.2.1 Services which support People on Probation to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others.

3.3 **Emotional Well-Being - Outcomes**

- 3.3.1 People on Probation develop improved self-efficacy, resilience and ability to recognise and manage triggers to worsening well-being.
- 3.3.2 People on Probation have an increased ability to build and maintain appropriate social interactions.
- 3.3.3 People on Probation have an increased ability to engage with and access mental health service and comply with medication / treatment / therapy programmes.

4. **CURRENT LANDSCAPE AND FORWARD LOOK**

- 4.1 A recent Ministry of Justice (MoJ) call for evidence on Neuro-divergence estimates that approximately 15-20% of the adult population has some form of neuro-divergence (ADHD, Dyslexia, Autism etc.) with Autism affecting 1-2% of the population. However, the evidence submitted also suggests that individuals with neuro-divergence are significantly over-represented in the Criminal Justice System with 5–7% of those referred to liaison and diversion services, as living with an Autistic Spectrum Condition (ASC). Within prisons the prevalence of autistic 'traits' or 'indicators' is estimated be around three times as high (16% - 19%).
- 4.2 There is a huge variation in the impact of Autistic Spectrum Condition on daily life from individual to individual. Whilst people living with Autistic Spectrum Condition can have increased memory ability and other specialist individual skills, they may experience difficulties with language and speech, motor skills, behaviour, memory, learning and other neurological functions.
- 4.3 In order to better understand the needs of our caseload in Wales and to develop an approach which addresses the current gap in specialist support for people living with autism we are intending to develop a trailblazer service to be delivered in the Swansea, Neath and Port Talbot PDU. The intention is that this will help inform future commissioning of an all Wales service.
- 4.4 Current data shows that within the Swansea, Neath and Port Talbot PDU there are 2,211 People on Probation. Working on the assumption of 4.5% (based on wider geographical analysis), would indicate that around 99 people would benefit from this service.

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### 5. SERVICE DELIVERY

5.1 The Provider will deliver interventions to meet the specific needs set out in the individual's action plan. Needs will vary, but the key outcomes to be achieved are likely to include, but not limited to one or more of the following:

- (a) Support to enhance communication and social skills;
- (b) Support to recognise and develop the PoP's personal strengths;
- (c) Support to expand the PoP's awareness of their own emotional state and wellbeing, and that of others;
- (d) Support to improve impulse control and/or make better social judgements;
- (e) Identification of appropriate strategies and coping mechanisms;
- (f) Ensuring the individual is better equipped to comply with probation requirements, adequately address their offending behaviour and engage in programmes (where applicable);
- (g) Support with access to community support services for ongoing support;
- (h) Provision of advice to the PoPs family, where appropriate, in order to describe the support being given and signposting to agencies that may support the family;
- (i) Provision of one-off support for Probation Practitioners when requested, in instances where the PoP has declined to engage;
- (j) An evaluation of participant feedback and outcomes achieved, at the end of the 12 months, with preliminary findings shared after 6 months.

5.2 The following People on Probation are in-scope for this Call Off Contract:

- (a) People on Probation with; community orders, suspended sentence orders or following release from custody.
- (b) People on Probation who either have an official diagnosis of Autistic Spectrum Condition or who score 6 or above on the AQ-10 Autism Spectrum Quotient test. For information, this test shall be used by the Probation Practitioner to determine whether a Person on Probation should be referred to the provider for a fuller autism assessment.
- (c) The Provider shall also be able to accommodate individuals who score less than 6, by exception, where there are strong indicators of/or particular concerns or risks. In such instances, they are to be referred using the referral process as outlined below (Section 6 of this Schedule).
- (d) The service shall be available to individuals of any gender and should not duplicate existing free to access provision available to People on Probation within the defined geographical area(s) as identified in Part B of this Schedule.
- (e) The Provider is required to note that the Authority would like to prioritise the support for Young Adults, particularly those transitioning from Youth to Adult Services.
  - (i) The Supplier shall work with the Contract Manager to monitor referrals on a quarterly basis to ensure that the Support for Young Adults is prioritised.

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5.3 The Provider shall deliver interventions to People on Probation referred to the service by the Probation Practitioner:

- (a) There shall be a capped volume of one hundred (100) referrals made per annum.
- (b) There shall be a capped volume of eight hundred (800) hourly interventions/sessions to be delivered, during the Contract Term;
  - (i) The pattern of interventions will vary according to individual need, but the Authority anticipates that one (1) session will equate to approx. one (1) hour and the majority of individuals will receive approximately eight (8) hours of support throughout their time during the programme. For example, where one PoP may require 1 or 2 sessions, another may require 10, 12 or even 15.
- (c) The Supplier shall work with the Contract Manager to monitor the uptake of referrals, on a monthly basis, throughout the Contract Term. In the event that there are less referrals than expected, the Supplier shall exercise the following priorities in the order as presented below;
  - (i) be able to offer more sessions to the PoP(s) with which they are currently working, if this is deemed appropriate.
  - (ii) be able to offer sessions to PoP(s) that have been referred from the PDU: Cwm Taf Morgannwg, if this is deemed appropriate.
  - (iii) be able to offer sessions to PoP(s) that have been referred from the PDU: Cardiff and Vale, if this is deemed appropriate.
  - (iv) For the avoidance of doubt, clauses 5.3(c)(ii) and 5.3(c)(iii) shall only come into practice if it is felt that the volume of referrals is unlikely to be met from the Swansea, Neath and Port Talbot PDU. This will be communicated and agreed with the supplier on a monthly basis, throughout the Contract Term.
- (d) In the event that a Person on Probation does not attend, the Provider shall offer a one to one session with the Probation Practitioner, of up to one (1) hour with the intent to provide support to Probation Practitioners in their ongoing management of the PoP and offer specialist input on an individual, case by case basis. The Providers resource allocated to the support Session will be converted to the equivalent of one (1) session that would have otherwise been delivered to a PoP and shall be included as part of the overall target hourly interventions of eight hundred (800) per annum but shall not be counted as part of the overall capped volume of referrals. For Example, when a Referral is made by the Probation Practitioner to the Provider;
  - (i) If the PoP attends the initial one-hour session:
    - The number of capped referrals (100 per annum) shall reduce by one.
    - The number of capped hourly interventions (800 per annum) shall reduce by one also (and so on depending of the amount of sessions delivered to that PoP)
  - (ii) If the PoP does not attend the initial one-hour session:

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- Specialist advice will be provided to the Probation Practitioner for up to one (1) hour as and where requested.
  - The number of capped referrals (100 per annum) shall not be altered.
  - The number of capped hourly interventions (800 per annum) shall reduce by one.
- 5.4 Where a PoP chooses not to engage with the Provider, the Provider shall inform the Probation Practitioner of non-attendance by the end of the same working day and offer the one to one session with the Probation Practitioner (to be scheduled, as agreed by both parties), of up to one (1) hour; to offer specialist input on an individual, case by case basis to support them in their ongoing management of the PoP.
- 5.5 Where either Party believes that the minimum number of hours per annum is unlikely to be fulfilled the following shall apply:
- (a) It is the responsibility of the Supplier to provide an indicative estimate of the remaining hours which shall not be fulfilled;
    - (i) during the preliminary 6-month review; and
    - (ii) during the final quarter of the Contract Term;
  - (b) Where there are likely to be unfulfilled hours during the Contract Term, as identified above, the Service Delivery shall continue past the point of Contract Expiry Date until the point at which all minimum Contract hours have been fulfilled or; up to the period of three (3) months after the Contract Expiry Date. The Terms and Conditions of the Call Off Contract shall apply but this will not be classed as a Call Off Extension. It is simply in place to ensure the usage of unfulfilled hours.
  - (c) Where the additional 3-month period is required, the Provider shall work closely with Contract Manager to monitor the referrals and trigger clauses 5.3(c)(ii) and 5.3(c)(iii), where relevant to ensure that the hourly interventions (800 per annum) are utilised.
- 5.6 The Provider shall provide; an evaluation of participant feedback and outcomes achieved at the end of the 12 months, with preliminary findings shared after 6 months, on the 10<sup>th</sup> of this month. This shall be delivered in a report format as agreed by the Probation Practitioner.
- 5.7 Alongside face-to-face contact, additional methods of acceptable service delivery include but are not limited to, telephone, Authority approved video, online communications, or online resources (either on a 1-to-1 basis or where appropriate, on a group basis).
- 5.8 The Authority's preferred method of Service Delivery is face-to-face and as such, the Provider shall be required to deliver the Initial Assessment Appointment face-to-face. A combination of the aforementioned methods may be used for the subsequent sessions as appropriate for each PoP, in order to achieve the outcomes, set out in the individual's Action Plan.
- (a) Where a referral is made from either Cwm Taf Morgannwg or Cardiff and Vale PDU's; virtual Service Delivery may be agreed, as appropriate on a case by case basis with the Contract Manger.

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- 5.9 The Provider is required to note that the Probation Practitioner shall ensure that all decisions about the payment/reimbursement of travel for Persons on Probation are made in accordance with the Probation Service – Travel for Persons on Probation Policy.
- 5.10 All interventions shall be regarded as non-enforceable. Any information received from the Person on Probation that raises concern i.e. safeguarding or risk of harm, must be disclosed to the Probation Practitioner at the earliest opportunity via email or telephone.
- 5.11 The Provider shall maintain continuity of Services in the event of sickness of individual members of Provider Personnel, and the Provider shall ensure that an equivalent replacement member of the Provider Personnel shall be deployed in such instance so that there is no gap in service to the individual.
- 5.12 The Provider must ensure Short Notice changes to scheduling of Services should only be made if unavoidable; and are required to notify the Probation Practitioner and PoP as soon as practicable or at least two (2) hours prior to the time of appointment.
- 5.13 The Provider shall make every endeavour to ensure that any Provider Personnel assigned to a PoP remains consistent throughout the duration of the Intervention as applicable.
- 5.14 The Provider shall provide relevant Management Information to the Probation Practitioner on a monthly basis, including not but limited to;
- (b) referrals;
  - (c) sessions delivered;
  - (d) specialist input on individual case basis;
  - (e) PoP feedback including outcomes achieved;
  - (f) any other operational data, including but not limited to;
    - (i) staffing in post
    - (ii) training in order to support active service delivery and contract management,

## 6. REFERRAL PROCESS AND REQUIREMENTS

- 6.1 The Authority shall request Services of the Supplier for each PoP via a Referral. The following sets out the details and requirements in relation to the Referral Process; **(See also Figure A)**
- 6.2 Upon receiving a Referral for a PoP sentenced to a Community Sentence or Suspended Sentence Order, or a PoP released on Licence or Post Sentence Supervision, the Provider shall:
- (a) Contact the Probation Practitioner to confirm referral within five (5) Working Days of receipt of the Referral.
  - (b) Contact the PoP with the date and time of the Provider Initial Assessment Appointment. The Providers Initial Assessment Appointment must take place within fifteen (15) Working Days of receipt of the Referral and the PoP must have ten (10) Working Days' notice of the Provider's Initial Assessment Appointment (unless the Probation Practitioner agrees to an earlier date).

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- (c) Conduct the Provider Initial Assessment Appointment and produce the PoP's Action Plan within five (5) Working Days of the Providers Initial Assessment Appointment. The Providers Initial Assessment Appointment should be face-to-face unless an alternative delivery method is agreed with the Probation Practitioner, on a case by case basis.
- (d) The PoP's Action Plan must detail the PoP's individual needs and Agreed Outcomes, ensuring that the PoP's personal strengths are highlighted as part of this Individual Action Plan and to encourage positive reinforcement, the support that is to be provided, and the location and time of Intervention Commencement Appointment. The PoPs Action Plan shall take account of the information provided by the Probation Practitioner during the referral process. The Acton Plan shall then be discussed and agreed with the relevant Probation Practitioner.

6.3 To deliver the Intervention, the Provider must;

- (a) Deliver all Activities and Sessions within timescales outlined in the PoP's Action Plan;
- (b) Alert the Probation Practitioner by the end of the same working day as the scheduled activity;
  - (i) any changes to planned Sessions or Activities, including every non-attendance at any Session or appointment by the PoP.
  - (ii) any instances of Unacceptable Behaviour by the PoP;
  - (iii) any behaviour or information that may indicate a Risk of Serious Harm posed by the PoP;
  - (iv) any information that may impact upon child or adult safeguarding concerns;
  - (v) any new information that indicates that the PoP is at increased risk in relation to self-harm, human trafficking, modern-day slavery, involvement in the sex industry, serious group offending, extremism, radicalisation or county lines.
- (c) Alert the Probation Practitioner within five (5) Working Days;
  - (i) the completed PoP's Action Plan.
  - (ii) a summary of each Session undertaken by the PoP including any update on progress against the Agreed Outcomes by the PoP
  - (iii) any insights and advice on service adjustments, where appropriate, to enable the Probation Practitioner to engage more effectively with the PoP.

6.4 The Provider shall monitor the PoP throughout the delivery of the Intervention and shall:

- (a) Engage with any request from the Probation Practitioner with regards to updates on the individual(s) at any point during delivery of the Intervention.
- (b) If requested by the Probation Practitioner, take part in a review with the PoP and Probation Practitioner face to face or electronically to review progress and to take appropriate action as a result, to ensure Activities and Sessions can be completed or that the individual(s) Action Plan or details of the Intervention can be amended.



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- (c) Continually review the PoP's progress against their individual Action Plan, and more specifically the Agreed Outcomes, to ensure that the PoP is making expected progress to achieve Agreed Outcomes and complete within the timescales.
  - (i) Where this is achieved in less Sessions than stated in the PoP's Action Plan, the Provider must inform the Probation Practitioner, as soon as it becomes apparent, to enable next steps to be agreed.
  - (ii) Where this cannot be achieved, the Provider must inform the Probation Practitioner to enable the Probation Practitioner to take appropriate action, and record any amendments to the Services or otherwise, to the PoP's Action Plan as soon as it becomes apparent, to enable next steps to be agreed,
  - (iii) Where the Provider feels that the PoP would benefit from additional Sessions, the Provider shall inform the Probation Practitioner within one (1) working day of the final assessment or as soon as it becomes apparent, to enable next steps to be agreed, detailing any such request to allow the Probation Practitioner to make an additional referral.

6.5 To complete the Intervention with a PoP, the Provider shall:

- (a) within the Final Session with the PoP:
  - (i) provide an opportunity for feedback from the PoP; and
  - (ii) provide the PoP with suggested Move on Steps;
- (b) complete an End of Service Report and share with the Probation Practitioner within five (5) Working Days following the Final Session with the PoP; and
- (c) if requested by the Probation Practitioner, provide further clarification on the End of Service Report, regarding the Activities completed and Agreed Outcomes achieved against the PoP's Action Plan

6.6 The Interventions with regards to each PoP must terminate when the Agreed Outcome(s) have been reached as agreed with the Probation Practitioner, or when all agreed Activities, Sessions and hours (if applicable) of the Intervention (and as set out in each PoP's Action Plan) has been delivered, of whichever occurs first.

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### **PART A – DESCRIPTION OF SERVICES TO BE PROVIDED**

#### **1. PERFORMANCE INDICATORS**

- 1.1 Performance Indicators (PI) are required to be provided in a report format on a monthly basis, by the tenth (10th) of each month and shall come into effect from the Call Off Commencement date. The Authority reserves the right to amend the reporting timescales in agreement with the Provider. The PI's reporting format shall be agreed upon by both parties as a part of the mobilisation period and the measurement of the PIs shall start at the Contract Commencement date.
- 1.2 For the avoidance of doubt any Call-Off Contract PI shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.
- 1.3 If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement.
- 1.4 Providers are required to report against all PIs as per the Table below and in accordance with the Call-Off Contract.
- 1.5 With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties.
- 1.6 In conjunction with clause 2.5 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.

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Call-Off Contract Performance Indicators	Definition and Formula for Calculating Actual Performance	Frequency of Measurement	Target Performance Level	Trigger Level
<b>PI1</b> - The Provider shall Contact the Probation Practitioner within five (5) Working Days of receipt of the Referral.	The percentage of Probation Practitioners contacted by the Provider within five (5) Working Days of receipt of the Referral from the Thresholding Panel.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	Initial contact is made within five (5) Working Days, for 90% of referrals.	When the Target Performance Level falls to 80% in conjunction with PI1
<b>PI2</b> - The Providers Initial Assessment Appointment shall take place within fifteen (15) Working Days of receipt of the Referral.	The percentage of Initial Assessment Appointments that take place within fifteen (15) Working Days of receipt of the Referral.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	90% of People on Probation, who have been identified as requiring referral, receive an Initial Assessment Appointment within fifteen (15) Working Days.	When the Target Performance Level falls to 80% in conjunction with PI2
<b>PI3</b> - The Provider shall produce the PoP's Action Plan within five (5) Working Days of the Providers Initial Assessment Appointment.	The percentage of Action Plans produced by the Provider for the PoP within five (5) Working Days of the Providers Initial Assessment Appointment.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	Probation Practitioners to receive the PoPs Action Plan within five (5) Working Days, for 90% of Initial Assessment Appointments attended.	When the Target Performance Level falls to 90% in conjunction with PI3
<b>PI4</b> - Complete an End of Service Report and share with the Probation Practitioner within five (5) Working Days following the Final Session with the PoP.	The percentage of End of Service Reports shared with the Probation Practitioner within five (5) Working Days following the Final Session with the PoP.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	Probation Practitioners to receive an End of Service Report within five (5) Working Days of the final Session, for 90% of People of Probation requiring support services for ASC.	When the Target Performance Level falls to 90% in conjunction with PI4
<b>PI5</b> - People on Probation achieving a positive outcome.	The percentage of People on Probation achieving a positive outcome.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	80% of People on Probation demonstrate progression against their Agreed Outcomes in Final Assessment.	When the Target Performance Level falls to 70% in conjunction with PI5
<b>PI6</b> - People on Probations Feedback Surveys demonstrate an Overall Positive Experience.	The percentage of Feedback Surveys from the People on Probation that demonstrate an overall positive experience.	Measurement Period – On the 10 <sup>th</sup> of each month or as per amended reporting timescales, agreed by both Parties.	70% of People on Probation who return a Feedback Survey, report an overall positive experience.	When the Target Performance Level falls to 60% in conjunction with PI6

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### **2. PROVIDER PERSONNEL AND VOLUNTEERS SKILLS, KNOWLEDGE AND TRAINING**

- 2.1 Notwithstanding the generality of the requirements in Clause 16 of the Framework Agreement, the Provider shall provide all Provider Personnel with full introductory training required to complete their role in the delivery of the Services prior to the Call-Off Commencement Date. Where possible, alternative timescales may be agreed at the Authority's discretion.
- 2.2 Where staff have been provided the relevant training within the previous 12 months, the Provider may highlight this to the Authority and where an agreement is made by both parties the training does not need to be completed again with respect to Year 1 of the Contract Term, provided the training does not run out during this period. Provisions should be put in place for the training to be completed on a rolling 12-month basis.
- 2.3 As a minimum the training should include:
- (a) adult and child safeguarding;
  - (b) extremism;
  - (c) organised crime;
  - (d) risk awareness;
  - (e) dealing with challenging behaviour;
  - (f) diversity - to include comprehensive training on unconscious bias and cultural competence.
- 2.4 In addition to the minimum training, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following:
- 2.4.1 A thorough understanding of Autistic Spectrum Condition and likely needs of this group;
  - 2.4.2 Evidence of experience of having worked successfully with individuals living with Autistic Spectrum Condition, and of achieving positive outcomes;
  - 2.4.3 A comprehensive understanding of other local specialist provision and associated services available which may offer additional support to those living with Autistic Spectrum Condition. These shall be included in the PoP's Action Plan, with appropriate referrals agreed with the Probation Practitioner;
  - 2.4.4 A working understanding of the eligibility criteria that will allow People on Probation to access these services and work in conjunction with the Probation Practitioner, in order to make onward referrals to these services where appropriate. Examples include but are not limited to, Peer Support Groups that are not delivered by the Provider;
  - 2.4.5 An ability to support People on Probation through the challenges of this type of programme;
  - 2.4.6 In order to ensure the delivery of safe, competent and ethical support by the Provider, The Provider's staff shall engage with professional supervision, relevant to their professional background and qualifications, every three (3) months for the duration of the contract term. Any costs associated with this requirement should be included as part of the overall total Contract Value.

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### 3. MOBILISATION

3.1 The Mobilisation period, inclusive of the Mobilisation Activities outlined at 3.3, shall be two (2) weeks.

3.2 The Supplier shall be required to attend weekly mobilisation meetings as agreed by both parties. If additional meetings are required to ensure the service is mobilised, both parties will agree to the best course of action.

3.3 The Supplier shall complete the following Mobilisation Activity by the relevant completion date as set out below;

3.3.1 It is expected as part of this mobilisation period, that the following activities are met prior to the Service Commencement Date;

- (a) To have a suite of activities that the Provider is able to deliver to the People on Probation who will require this service;
- (b) To have a clear assessment process;
- (c) To have a robust Referral process in place, with a clear understanding of the Requirements of all parties;
- (d) To have a Performance Indicators Reporting Format in place as agreed by the Authority.
- (e) Ensure that sufficient and appropriately trained staff are in place to be able to deliver the services;
- (f) To have an estates solution which meets the requirements of the service in place for Service Delivery.;

3.3.2 Two (2) days prior to Call-Off Commencement date, the Supplier shall;

- (a) Demonstrate that the Suppliers staff have the appropriate vetting or re-vetting to the required level in accordance with;
  - (i) Probation Instruction 2014/03;
  - (ii) Probation Instruction 2014/23;
  - (iii) Probation Instruction 2014/60
- (b) Provide details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier shall ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.

3.3.3 Two (2) days prior to Call-Off Commencement date, unless otherwise agreed by the Authority, the Supplier shall provide;

- (a) Evidence that sufficient staff for the Call-Off Commencement Date have been recruited and trained;
- (b) A record evidencing that training has been completed by the Suppliers existing and newly recruited staff;
  - (i) The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on

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the Call-Off Commencement Date;

- (ii) The Supplier should note: Training must be completed for all staff.

3.3.4 Two (2) days prior to Call-Off Commencement date, the Supplier shall have completed all the necessary steps to enable the use of the Provider System(s), which shall encompass:

- (a) Engagement with the Customer's Digital and Technology function to establish appropriate use of the Providers System(s);
- (b) Provision of all details of proposed Users of the Provider System(s) including details that any required Security Vetting has been completed;
- (c) Service management arrangements agreed with Customer for Users of the Provider System(s) (as detailed in the New Digital Services for Dynamic Framework Suppliers and the Dynamic Framework ICT Support Document);

3.3.5 Two (2) days prior to Call-Off Commencement date, 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), being;

- (a) Engagement with the Customer's Information Security function to ensure the security of any personal Authority data held in relations to the delivery of Service.
- (b) Copy of UK Government Accreditation Scheme OR Copy of Cyber Essentials Basic;
- (c) Demonstrate compliance with NCSC Cloud Security Principles (where hosting Customer Data);
- (d) Copy of Information Security Management Plan provided and approved by the Customer;
- (e) 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).

3.3.6 Two (2) days prior to the Call-Off Commencement Date, the Supplier Shall have fit for purpose space, ready for service delivery at their disposal that meet the requirements of Schedule 2.1 (Service Description), and;

- (a) Evidence of property available at the Supplier's disposal which may include evidence of commercial leases and / or licences or any other satisfactory evidence which demonstrates this;
  - (i) For non-probation sites that will be occupied on a full-time basis and are secured via a formal, signed lease/licence, the Supplier shall provide evidence of the agreement, detailing the location covered by lease/licence and the dates it applies to.
  - (ii) Where co-locating in a probation site; a co-location

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licence signed by both parties.

- (b) Or, where entering into adhoc / occasional arrangements with the Probation Service for use of Probation Offices; a confirmation of agreed usage, either by signed agreement or email. It is recognised that volumes and thus usage is not always clear ahead of contract commencement, in such instances, confirmation email that the site is available at the likely required times shall suffice (in line with G7).

### 4. GENERAL REQUIREMENTS

- 4.1 The following Additional General Requirements shall be applicable to this Call-off Contract:

General Requirements	
Ref	Requirement
G1	<p>In line with the Equalities Act 2010, the Provider must deliver Services in a way which responds and adapts to meet the needs of;</p> <p>A. all People on Probation referred to the Service;</p> <p>B. all Supplier Personnel delivering the Service</p>
G2	<p>The Provider must:</p> <p>A. Deliver the Services in a language or format the PoP is able to understand.</p> <p>B. Where the Call-Off Competition stipulates that the Services are to be delivered in Wales, deliver all instructions to report in Welsh in accordance with the Welsh Language Scheme 2018 and Welsh Language Act 1993 for service delivery in Wales and ensure that the service itself can be made available in Welsh.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities):</p> <p><i>The Authority will make available information concerning use of the Authority interpreting services.</i></p>
G3	<p>The Provider shall work with the Authority to develop digital structures and keep up to date with any changes required (for example remaining compliant with the Authority's choice of browser).</p>
G4	<p>The Provider must provide the Authority with any information in relation to the PoP, as requested, for the purpose of informing any Pre-Sentence Report in relation to any new or historic offences, for which the PoP is due to be sentenced. This must be provided in a timescale required by the court and in a format stipulated by the Authority.</p>

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	<p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities):</p> <p><i>The Probation Practitioner will issue request for information as is reasonably practicable and will stipulate the format in which it is required.</i></p>
G5	<p>The Provider must:</p> <ul style="list-style-type: none"> <li>A. Provide a verbal or written update and/or a written report to the Probation Practitioner for the purpose of informing Multi-Agency Partnership Meetings, in a format instructed by the NPS, to address issues as requested by the Probation Practitioner or other statutory agencies with whom the Provider is liaising.</li> <li>B. Provide Services that meet the needs/emerging needs of cohorts including care leavers, Foreign Nationals (in line with legislation), those convicted of sexual or arson offences and MAPPA cases.</li> </ul> <p>More information on this can be found at the following link:</p> <p><a href="https://www.gov.uk/government/publications/multi-agency-public-protectionarrangements-mappa--2">https://www.gov.uk/government/publications/multi-agency-public-protectionarrangements-mappa--2</a></p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities):</p> <p><i>The Probation Practitioner will issue requests for information in a timely manner.</i></p>
G6	<p>The Provider must:</p> <ul style="list-style-type: none"> <li>A. Provide a Directory of Services to the Authority, in an electronic format, prior to the Call Off Commencement Date, in sufficient detail to: <ul style="list-style-type: none"> <li>(i) describe the delivery methods of each Activity that form the Services;</li> <li>(ii) advise the court and Probation Practitioners of the range of Activities and Sessions available that meet the PoPs' needs and the Required Outcomes;</li> <li>(iii) describe the time (where appropriate) and location of the Activities; and</li> <li>(iv) describe any other key details that would help inform a Referral, that the Authority may instruct to be included;</li> </ul> </li> <li>B. Always maintain an active and appropriately populated Directory of Services.</li> <li>C. Review on a quarterly basis and update the Directory of Services within five (5) Working Days when there is a removal, addition or alteration of any Activity or Session.</li> </ul>
G7	<p>Notwithstanding any specific requirements regarding facilities or estates within the Framework Agreement, the Provider must provide:</p>



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	<p>A. A safe environment for PoPs and Provider Personnel;</p> <p>B. Appropriate space available to offer private 1:1 support;</p> <p>C. Appropriate space in which to deliver the Services in an environment which meets the diverse needs and requirements of each PoP, specifically; those needs of People on Probation living with Autistic Spectrum Condition and each Provider Personnel including relevant Protected Characteristics; and</p> <p>D. An estate with the correct conditions of use for People on Probation to attend the service across the geography of the Location as set out in Part B. – Geographical Location.</p> <p>The following location shall be available for adhoc arrangements, as agreed by the Authority, such as; initial meetings with the PoP, the Probation Practitioner and the Supplier;</p> <p style="text-align: center;">(i) West Glamorgan House, Swansea</p>
G8	<p>If, during the Call-Off Term, the Provider is required to move premises or undertake any refurbishments, the Provider must ensure that such is undertaken in a way so as to minimise the impact on delivery of the Services; the impact on People on Probations; impact to the Provider; any other stakeholders or the general public.</p>
G9	<p>In the event of a PoP transferring out of Contract Area prior to the completion of Service delivery, and when instructed by the Probation Practitioner, the Provider must:</p> <p>A. Conduct a Final Session with the PoP that provides opportunity for feedback from the PoP;</p> <p>B. Complete an End of Service Report and share with the Probation Practitioner within five (5) Working Days following the Final Session with the PoP; and</p> <p>C. Provide the Probation Practitioner with appropriate next steps for the PoP which may be shared with another Authority Probation Provider in a different Contract Area, where possible, for a continuation of Intervention delivery.</p> <p>All information in relation to Services delivered may be shared with another Authority Probation Provider by the Probation Practitioner.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities):</p> <p><i>The Authority will issue any Contract Area transfer requests to the Provider within two (2) Working Days of being made aware of a PoP transferring out of Contract Area.</i></p>
G10	<p>In the event the Authority requests the Provider to contribute to Authority liaison arrangements with judges and magistrates, the Provider must do so in accordance with any guidance issued by the Authority, in the format requested by the Authority.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3</p>

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	(Customer Responsibilities) <i>The Authority to inform the Provider of liaison meetings, including dates and requirements for the Provider's input in a timely manner.</i>
G11	<p>The Provider must, in the case of Serious Further Offence Review, Domestic Homicide Review, Serious Case Review or HMIP Inspection;</p> <p>A. provide all Provider Information as requested in the timescale and format specified by Authority or Related Third Party, and</p> <p>B. make Provider Personnel available to attend any meetings, in person, as requested by the Authority or Related Third Party.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities):</p> <p><i>The Authority will issue requests to the Provider within two (2) Working Days of being made aware of the need for the provision of Provider Information or for Provider Personnel to attend meetings.</i></p>

### PART B – GEOGRAPHICAL LOCATIONS

1. The Provider shall provide the Services primarily in the Swansea, Neath and Port Talbot PDU, which is in the South Wales Police and Crime Commissioner area.
- 1.1 This ITT has been published at the South Wales PCC area, in line with the Dynamic Framework structure. The Supplier is required to provide the Services (as described above) in para 1 above, and additionally to Cwm Taf Morgannwg, and Cardiff and Vale, in line with Clauses 5.3(c)(ii) and 5.3(c)(iii).

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**FIGURE A**

Initial Assessment			During the Intervention		Final Assessment	
	Probation Practitioner	Makes Initial Referral to the Provider	Provider	Delivers Activities/Sessions within agreed timescales outlined in PoPS Action Plan	Provider	Provide an opportunity for feedback from the Person on Probation [During the Final Session]
	Provider	Receives initial referral from the Probation Practitioner	Provider	Updates Probation Practitioner regarding urgent information (6.3b) [By the end of the same working day as the scheduled activity]	Person on Probation	Complete a Feedback Survey and share with the Provider [During the Final Session]
PI 1	Provider	Contacts Probation Practitioner to Confirm Referral [Within 5 days of receipt of referral]	Provider	Updates Probation Practitioner regarding non-urgent information (6.3c) [Within 5 working days of the scheduled activity]	Provider	Provide the Person on Probation with suggested Move on Steps. [During the Final Session]
	Provider	Contacts the PoP to schedule Initial Assessment Appointment [To be held within 15 days of receipt of referral]	Provider	Inform the Probation Practitioner if it is felt that the Agreed Outcomes could be achieved with less sessions, than stated in the PoPs Action Plan. [As soon as it becomes apparent to enable next steps to be agreed]	Provider	Complete an End of Service Report and share with the Probation Practitioner [Within 5 Working Days of the Final Session]
	Person on Probation	Receives invite to Initial Assessment Appointment [With 10 working days' notice of Initial Assessment Appointment]	Provider	Inform the Probation Practitioner if it is felt that the Agreed Outcomes cannot be achieved as stated in the PoPs Action Plan. [As soon as it becomes apparent to enable next steps to be agreed]	Probation Practitioner	Receives an End of Service Report [Within 5 Working Days of the Final Session]
PI 2	Initial Assessment Appointment		Provider	Inform the Probation Practitioner if it is felt that the Agreed Outcomes could be achieved with additional sessions than stated in the PoPs Action Plan. [Within one (1) working day of the final assessment or as soon as it becomes apparent to enable next steps to be agreed]		PI 4
	Person on Probation	Attends Initial Assessment Appointment. [Within 15 days of Providers receipt of referral]				
PI 3	Provider	Work with the Person on Probation to complete an Individualised Action Plan [Within 5 days of Initial Assessment Appointment being held]				
	Probation Practitioner	Receives and approves the Persons on Probations Action Plan [Within 5 days of Initial Assessment Appointment being held]				

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### SCHEDULE 2.5

#### CALL-OFF INSURANCE

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

<b>Class of insurance</b>	<b>Insurer(s) identity (including any excess layer insurers)</b>	<b>Proposed maximum deductible threshold each and every occurrence</b>
Third Party Public and Products Liability Insurance	[REDACTED]	[REDACTED]
Professional Indemnity Insurance	[REDACTED]	[REDACTED]
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	[REDACTED]	

- 1.2 Providing the Insurance details required above is evidence of self-certification by the Supplier that the required insurance levels are in place and shall be maintained for the duration of the Contract Term.

## 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>N/A</i>	<i>N/A</i>

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**SCHEDULE 4.1**

**CALL-OFF SUPPLIER SOLUTION**

Please see Appendix A – Supplier Solution

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	19/01/22	[REDACTED]	2 years

**SCHEDULE 4.3**

**CALL-OFF SUB-CONTRACTING**

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

Key Sub- contract or 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
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[Level 1]



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**ANNEX 1**

**IMPLEMENTATION PLAN**

**Please see Appendix B - 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 Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
[REDACTED]							

#### 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
[REDACTED]							

## 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) 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:

2.2 The Customer is seeking to procure Autism Support Services via this Tender within the South Wales Police and Crime Commissioner area, for the following PDU:

2.2.1 Swansea, Neath and Port Talbot.

2.3 The Total Overall Contract Value = £80,000.00 per annum.

2.4 The Total Overall Contract Term is twelve (12) months.

2.5 The Total Overall Unit Fixed Price/Service Element Unit = £100 per session/intervention (this equates to 800 sessions as outlined at 2.6.1 below).

2.6 As outlined in Schedule 2.1, the service requirements are as follows;

2.6.1 a capped volume of eight hundred (800) hourly interventions/sessions to be delivered per annum;

2.6.2 a capped volume of one hundred (100) referrals made per annum;

2.6.3 one (1) Session shall equate to approximately one (1) hour;

2.6.4 approximately eight (8) Sessions to be delivered per Person on Probation; although pattern of interventions will vary according to individual need.

2.6.5 specialist advice to be provided to the Probation Practitioner for up to one (1) hour, in the event that a PoP does not attend the referral; this support Session will be converted to the equivalent of one (1) session that would have otherwise been delivered to a PoP.

2.6.6 if it is felt that the volume of referrals is unlikely to be met from the Swansea, Neath and Port Talbot PDU, clauses 5.3(c)(ii) and 5.3(c)(iii) of Schedule 2.1 shall come into effect and the Supplier shall work with the Contract Manager to ensure the usage of unfulfilled hours.

2.7 The Authority has set a fixed price, as stipulated in the aforementioned points above, and the Supplier is required to detail the costing breakdown of their solution, with regards to Staff Costs; Non-Staff Costs and Sub-Contractors (if any), within the Financial Model.

2.8 The Charges payable under the Call-Off Contract shall be a Fixed Price and payable as a combination of;

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2.8.1 **a fixed amount each month**; 50% of the Total Contract Value, shall be divided equally across the 12-month Contract Term and shall be payable as Fixed payment each month, in accordance with Schedule 7.1;

- (i) **£80'000 / 2 = £40'000 /12 = £3'333.33 per month.**
- (ii) The Supplier shall invoice the Customer for the Fixed Price each month.

2.8.2 **a fixed unit price**; 50% of the Total Contract Value, shall be divided equally per Unit and shall be payable as a Fixed Unit Price under the Call-Off Contract, as calculated below;

- (iii) the Unit Price (**£100 / 2 = £50**) multiplied by the number of Units actually provided by the Supplier to the Customer for each applicable Service Period (one month);
- (iv) the Unit Price shall be fixed for the duration of the relevant Call-Off Contract.
- (v) at the end of each month, a unit price report shall be prepared by the Supplier, setting out the number of Service Element Units provided by the Supplier to the Customer for that month and therefore the Charges due for that month("Unit Price Report"). The Call-Off Contract shall establish whether the Unit Price Report shall be prepared by the Supplier or the Customer and shall be dependent on the Service Element Units used.
- (vi) the Supplier shall invoice the Customer for the Charges for the number of Service Element Units provided that month as set out in the Unit Price Report.

2.9 Below outlines an Example, of how the charges shall be payable throughout the contract term. The Supplier is required to note that this is for demonstrative purposes only and the number of Units to be delivered each month is likely to fluctuate and is not an estimation of the numbers we are expecting per month. The Supplier is to work with the Contract Manger to manage the uptake of referrals, to ensure the usage of hourly interventions/sessions throughout the Contract Term:

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**Total Contract Value:** £80'000

£40,000.00	£40,000.00
------------	------------

Month	50% Fixed Price	50% Unit Price	Potential Units	Target Units Per Month
1	£3,333.33	£500.00	10	66
2	£3,333.33	£900.00	18	66
3	£3,333.33	£1,300.00	26	66
4	£3,333.33	£1,850.00	37	66
5	£3,333.33	£2,450.00	49	66
6	£3,333.33	£3,300.00	66	66
7	£3,333.33	£3,300.00	66	66
8	£3,333.33	£3,300.00	66	66
9	£3,333.33	£3,300.00	66	66
10	£3,333.33	£3,300.00	66	66
11	£3,333.33	£3,300.00	66	66
12	£3,333.33	£3,300.00	66	66
	£39,999.96	£30,100.00		
13		£3,300.00	66	
14		£3,300.00	66	
15		£3,300.00	66	
		£9,900.00		
		£40,000.00		
	£79,999.96			

- 2.10 Profit shall not exceed 10% in relation to total overall contract value per annum, in relation to the Autism Support Services Contract.

**3. IMPLEMENTATION SERVICES**

- 3.1.1 No Charges will be payable as part of the implementation period.

**4. DELAY PAYMENTS**

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

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**ANNEX 1**

**FINANCIAL MODEL**

**Please see Appendix C – 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.

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**ANNEX 1**

**RATING AGENCIES**

Not Applicable to this Call-Off Contract



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**ANNEX 2**

**CREDIT RATINGS AND CREDIT RATING THRESHOLDS**

Not Applicable to this Call-Off Contract

**SCHEDULE 7.5**

**CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS**

**1. TRANSPARENCY REPORTS**

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

**2. PROVISION OF REPORTS**

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

**3. SUPPLIER AUDITS**

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall] be applicable to this Call-Off Contract.

**ANNEX 1**

**TRANSPARENCY REPORTS**

As and when requested by the Authority, the Supplier shall:

<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>	<b>FREQUENCY</b>
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 the Special Terms	As per Special Terms	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

## APPENDIX 2

## REPORTS

## Regular reports

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

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in accordance with the Special Terms.	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

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Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements (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 2.1 and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board

**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

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			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	[REDACTED]
Supplier Members of Service Management Board	[REDACTED]
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	[REDACTED]
Supplier members of Contract Strategy Board	[REDACTED]
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	[REDACTED]
Supplier Members of Change Management Board	[REDACTED]
Start Date for Change Management Board meetings	TBA
Location of Change Management Board meetings	TBA

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- 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	[REDACTED]
Supplier attendees for annual review meeting	[REDACTED]



**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
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

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

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

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

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

- 1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

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