

Call-Off Schedule 20 (Call-Off Specification)

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

Specification (Statement of Requirements) - Debt Management Litigation Services

1. PURPOSE

- 1.1. This document sets out the services required by the Buyer to deal with Debt Management litigation services specialising in the management and recovery of money owed to the Government.
- 1.2. This is a vital funding stream to HM Treasury recovering debt for the Department of Work & Pensions (DWP) as well as other Public Sectors including HMRC, the Home Office, the Department for Health & Social Care, Local Authorities, Credit Unions and the Insurance Industry.

2. DEFINITIONS

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

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract Agreement
"CSR"	Means Corporate Social Responsibility
"Customer"	Means Customers of the Buyer
"CRU"	Means Compensation Recovery Unit
"Debtor"	Means Customers of the Buyer
"DM"	means Debt Management
"DWP"	Means the Department of Work & Pensions (the "Buyer")
"FOI"	Means Freedom of Information requests
"HMRC"	Means HM Revenue & Customs
"MI"	Means Management Information
"OCM"	Means Operational Contract Manager
"OGD"	Means Other Government Departments
"PPN"	Means Procurement Policy Note

"PQ"	Means Parliamentary Questions
"P2P"	Means Purchase to Pay
"Supplier"	Means the company supplying the required resource.
"WCAG2.1 AA"	Means Web Content Accessibility Guidelines 2.1 – AA standard
"Working days"	Means Monday to Friday in a standard working week, excluding bank holidays

3. THE REQUIREMENT

Availability of Services

- 3.1. The Buyer's contracted working hours are 08:00 hours to 19:30 hours, Monday to Friday.
- 3.2. The Supplier is required to have the resources and solutions to flexibly meet these requirements to support the Buyer during the course of its business.

Functional Business Requirements

- 3.3. The Supplier must have the facility to receive referrals for litigation action from Debt Management CRU direct.
- 3.4. The File format for a direct referral will be agreed during Implementation. Referral files will be issued via the Supplier's Portal or equivalent secure transfer method.
- 3.5. On receipt of a placement file the Supplier will check that the Accounts meet litigation criteria. This will be agreed during Implementation.
- 3.6. Accounts not selected will be returned via a closure file with the appropriate closure code. Closure codes must be provided by the Supplier during implementation.
- 3.7. The Supplier will issue all suitable accounts a letter before action giving the Debtor a specific deadline (as specified by the Buyer) to pay or agree a time to pay arrangement.
- 3.8. Where the Debtor makes an offer to pay or agrees a time to pay arrangement this is referred to CRU team for approval. If approved the Supplier will continue to collect on the account until the balance is paid in full or the arrangement has completed, at which point the account will be closed and returned to CRU via a closure file.
- 3.9. If there is any default in the payment arrangement, the Supplier must review the account for Litigation / Enforcement activity.

- 3.10. In respect of the accounts where no response has been received by the Debtor to the letter before action, the Supplier must review for Litigation / Enforcement activity.
- 3.11. CRU will provide the Supplier with court documentation for all Accounts to be litigated upon.
- 3.12. The type of documentation required will be agreed during Implementation.
- 3.13. CRU will upload the documentation onto the Supplier's Portal.
- 3.14. CRU will complete this action under a supporting documentation query category as agreed during Implementation.
- 3.15. Upon receipt of the court papers within the query, the Supplier will respond to the query and advise the court papers have been received, or request further information if needed.
- 3.16. In addition, the Supplier will monitor all referrals and chase-up if the electronic court documentation is not received within the agreed period.
- 3.17. The Supplier will be required to obtain DWP approval prior to the commencement of any litigation activity.
- 3.18. The key stages that require approval are:
 - Move to Judgement
 - Move to Enforcement
- 3.19. Approval will be required whenever an action will result in extra costs/fees being incurred.
- 3.20. Approval will be required whenever an action will result in extra costs/fees being incurred.
- 3.21. Approval will be obtained via the Supplier's online portal or via equivalent secure process for transferring data. including via encrypted secure email on approval by both Parties.
- 3.22. The Supplier will be required to send a weekly Litigation report to CRU providing status updates on all Litigated accounts.
- 3.23. The Supplier will be required to send a weekly Payment File (remittance) to CRU alongside a BACS transfer for the funds collected.
- 3.24. Payments must be held by the Supplier or appropriate Subcontractor for 5 Working Days from receipt to ensure all payments have cleared.
- 3.25. The Payment File (remittance) must include (but not limited to):

- CRU Unique ID number for the Customer Account,
- Payment Date,
- Amount paid.

- 3.26. Additional fields will be agreed between both Parties during implementation.
- 3.27. Once all Litigation / Enforcement activity has been exhausted and this decision is approved by the Buyer, the Supplier will close and return the account via a closure file with the appropriate closure code.
- 3.28. CRU reserve the right to recall cases at any point during the recovery strategy.
- 3.29. CRU will issue a recall file to the Supplier on a weekly basis.
- 3.30. The Supplier will be required to cease activity on the account and return within a closure file.

Non-Functional Business Requirements

- 3.31. The Supplier shall comply with requests for information from the Independent Case Examiner (ICE), DWP Parliamentary Business Unit (PBU), System Access requests and those requests stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information by specified timescales. These requests are to be managed in accordance with DWP/DfC security rules in respect of the transfer of data.

IT and Security Incidents

- 3.32. The Supplier should ensure sufficient resilience on their systems and infrastructure deployed to connect to and receive/transfer information to the Buyer's Infrastructure in line with contractual agreements.
- 3.33. The Supplier must provide a support/service desk for the logging of incidents during the Agreed Service Time. The Supplier is to refer to section 8.3, Table 1 - Target Resolution Times. All contact with the supplier support/service desk must be logged and reported on by the Supplier. [REDACTED] Incident reports should be provided for all Priority 1 and 2 incidents detailing the cause of the incident, impact, resolution and any mitigating actions taken.

Accessibility

- 3.34. A supplier must provide evidence that their products and services on offer shall meet Public Sector Bodies (Websites and Mobile

Applications) (No. 2) Accessibility Regulations 2018 and therefore the products and/or services will:

- 3.35. Meet level AA of the Web Content Accessibility Guidelines (WCAG 2.1) as a minimum.
- 3.36. Work on the most 'commonly used' assistive technologies, including screen magnifiers, screen readers and speech recognition tools.
- 3.37. Confirm that a valid proportion of disabled people will be used in user research and confirm this (once completed) within your tender-return.
- 3.38. Provide DWP with an accessibility statement explaining how accessible the service will be and publish this when the service moves into public domain.

Contract Exit

- 3.39. It is essential that during contract exit, service delivery is protected during transition of service to new Supplier(s) and that the incumbent Supplier helps the new Supplier(s) fully understand what is required to deliver the services going forward.
- 3.40. The Supplier is to refer to Schedule 10 (Exit Management).

4. MANAGEMENT INFORMATION/REPORTING

Minimum expectations

- 4.1. The Supplier must be able to provide all Management Information (MI) and reporting in formats that are compatible with Microsoft Office 2016 as a minimum, e.g. Microsoft Excel via electronic means.
- 4.2. The Supplier should only use PDF format for the provision of contextual documentation to support the analysis of MI.
- 4.3. The Supplier must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 4.4. The Supplier must not amend format or fields of MI without prior notice in writing to the Buyer.

Detailed Management Information (MI) Reporting

- 4.5. The Supplier must ensure the accurate and timely provision of detailed Management Information (MI) reports no later than the 7th working day of the following month where monthly or quarterly provision is required, in line with the Buyer's internal reporting deadlines.
- 4.6. The Supplier is required to provide detailed MI as close to 'real time' as possible to support the Buyer's internal reporting and financial systems.

4.7. The Supplier must ensure all mandatory fields meet the required format.

4.8. The Supplier must provide the following reports relating to the provision of management information: [REDACTED]

Social Value Reporting

4.9. The Supplier is expected to support the Buyer in its efforts to support Government priorities to boost growth and productivity, helping our communities.

4.10. The Supplier must ensure the following reporting metrics are adhered to in line with the Social Value Themes and Policy Outcomes selected for this Agreement.

4.11. The Buyer has identified 1 key theme which includes 2 associated policy outcomes under the Social Value Model to be monitored and continually improved upon throughout the life and duration of the Contract:

- Equal Opportunity. Policy Outcome: Reduce the disability employment gap.
- Equal Opportunity. Policy Outcome: Tackle Workforce Inequality.

4.12. Further information on Social Value requirements can be found in the Call-Off Schedule 1 (Transparency Reports).

Freedom of Information requests (FOIs) and Parliamentary Questions (PQs)

4.13. The Buyer may request ad hoc MI from the Supplier to support individual data requests as relates to Freedom of Information requests and Parliamentary Questions.

4.14. Due to the nature of these requests, the deadlines may vary and will be communicated to and agreed with the Supplier in writing at the point of the request.

5. VOLUMES

- 5.1. This agreement will be demand-driven and therefore the Buyer does not commit to any minimum volumes or spend throughout the term of the agreement.

6. CONTINUOUS IMPROVEMENT

- 6.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 6.2. The Supplier should present opportunities and recommendations for Continuous Improvement to the Buyer during Contract review meetings.
- 6.3. Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed in writing prior to any changes being implemented.

7. STAFF AND CUSTOMER SERVICE

- 7.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 7.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 7.3. The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

8. SERVICE LEVELS AND PERFORMANCE

- 8.1. The Supplier is to refer to Call-Off Schedule 14 (Service Levels).
[REDACTED]
- 8.2. [REDACTED]
- 8.3. [REDACTED]

9. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 9.1. Supplier is required to adhere to the Security Policies and Standards within Call-Off-Schedule-9-Security-Requirements.

10. PAYMENT AND INVOICING

Payments and invoicing mechanism(s)

- 10.1. The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.
- 10.2. The Supplier must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.
- 10.3. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 10.4. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The supporting information required is detailed below.

Supporting Information

- 10.5. The Supplier must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices. Please refer to the information within Framework-Schedule-6-Order-Form-Template for invoicing requirements.
- 10.6. [REDACTED]

11. CONTRACT MANAGEMENT

The Buyer – what you can expect from us

- 11.1. The Buyer will provide a designated contact as an Operational Contract Manager (OCM) to manage the day-to-day running of the contract and performance monitoring activity.

- 11.2. The Buyer will provide a designated contact as a Commercial Contract Manager to manage key Contractual activity with duties including but not limited to:
- 11.3. Contract Variations including amendments to Contract documentation, addition/removal of service lines, extensions or uplifts to Contract value
- 11.4. Pricing reviews
- 11.5. Estimate usage reviews
- 11.6. The Buyer will provide a definitive list of contacts for specific requirements of the contract during the implementation period, e.g. Digital or Security, in the event of queries.
- 11.7. The Buyer OCM will be in attendance at all review meetings.
- 11.8. The Buyer may invite key internal stakeholders to review meetings to support specific contract and performance management-related activities, or continuous improvement projects.

Supplier Personnel

- 11.9. The Supplier must provide a designated contact as the responsible Account Manager to the Buyer.
- 11.10. The Supplier's designated Account Manager must be in attendance at all review meetings.
- 11.11. In the event of sub-contracting arrangements, the Supplier's designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.
- 11.12. The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement and contact details within (2) two weeks of contract Award.

Review Meetings

- 11.13. Operational and performance reviews will be held on a monthly basis.
- 11.14. A formal contract review will be held on an annual basis.
- 11.15. Meetings may be conducted virtually via MS Teams, or in person.
- 11.16. Attendance at review meetings held at the Buyer's premises shall be attended at the Supplier's own expense.
- 11.17. The Supplier is expected to provide electronic copies of all appropriate Management Information as in Section 7 of this document and a

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summary of complaints and issues for the relevant period at review meetings.