

Call-Off Contract

Finance, Benefit & Debt

In-Custody & Community Services

South West

Lot 1 – Avon and Somerset

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 26/07/2023 ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On 11 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 17th July 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-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:	Ingeus UK Limited		
		Registered address:	Second Floor, 66-68 East Smithfield, Royal Pharmaceutical Building, London, E1W 1AW		
		Registered number:	04320853		
3.	Call-Off Commencement Date	16/10/2023			
4.	Call-Off Expiry Date	31/03/2026			
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)	{REDACTED}	{REDACTED}	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)	{REDACTED}	{REDACTED}	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)	{REDACTED}	{REDACTED}	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)	{REDACTED}	{REDACTED}	

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

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12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S3 or S4.
13.	Security	<p>For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S3 or S4.</p> <p>However, due to the additional Call-Off Contracts held by the Supplier at the Call-Off Effective Date this Call-Off Contract shall be a S4 for the purposes of Schedule 2.4 (Information Security and Assurance). 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>
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.
17.	Payments on Termination	<p>The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.</p> <p>With regard to the Compensation Payment, as set out in para 5 of Schedule 7.2, the compensation amount shall be equal to the total forecast charges (as stated in the Financial Model) and shall not take into consideration Retained Percentage for this particular Call-Off Contract.</p>
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.
22.	Staff Transfer (Relevant Staff Transfer Schedule)	<p>Schedule 9.1A shall apply to this Call-Off Contract</p> <p>Part B of Schedule 9.1A shall not apply to this Call-Off Contract</p> <p>Part C of Schedule 9.1A shall apply to this Call-Off Contract</p> <p>Part D of Schedule 9.1A may apply to this Call-Off Contract</p> <p>Annex D1 to Part D – CSPS shall not apply to this Call-Off Contract</p>

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		Annex D2 to Part D - LGPS shall not apply to this Call-Off Contract and the Agreed Employer Contribution Rate and the form of guarantee referred to in Paragraph 2.4 shall be that annexed to this Call-Off Order Form or subsequently provided by the Authority.													
Part E of Schedule 9.1A shall apply to this Call-Off Contract															
23.	Guarantee	{REDACTED}													
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.													
25.	Notice provisions (Clause 46.4)	<table><tr><td></td><td>Supplier</td><td>Customer</td></tr><tr><td>Contact</td><td>{REDACTED}</td><td>{REDACTED}</td></tr><tr><td>Address</td><td>Ingeus UK Ltd, Second Floor, 66-68 East Smithfield, Royal Pharmaceutical Building, London, E1W 1AW</td><td>102 Petty France, London, SW1H 9AJ</td></tr><tr><td>Email</td><td>{REDACTED}</td><td>{REDACTED}</td></tr></table>			Supplier	Customer	Contact	{REDACTED}	{REDACTED}	Address	Ingeus UK Ltd, Second Floor, 66-68 East Smithfield, Royal Pharmaceutical Building, London, E1W 1AW	102 Petty France, London, SW1H 9AJ	Email	{REDACTED}	{REDACTED}
	Supplier	Customer													
Contact	{REDACTED}	{REDACTED}													
Address	Ingeus UK Ltd, Second Floor, 66-68 East Smithfield, Royal Pharmaceutical Building, London, E1W 1AW	102 Petty France, London, SW1H 9AJ													
Email	{REDACTED}	{REDACTED}													
26A.	Special Terms Additional Clauses	<p>This Call-Off Contract shall have the following clauses deemed included:</p> <p>26A. Right to extend</p> <p>26A.1 At the end of the initial contract term (2 years 5.5 months), the Customer shall have an option to extend the Call-Off Contract to facilitate continued service delivery.</p> <p>26A.2 The Extension Period shall be twelve (12) months in length.</p> <p>26A.3 For the avoidance of doubt, the extension shall be on the same terms as currently provided for in this Call-Off Contract.</p> <p>26A.4 The value for the extension shall not exceed the limits set out in the Public Contract Regulations (2015), if any.</p>													
26B	Special Terms Additional Definitions (Schedule 1)	<p>In this Call-Off Contract, the following definitions will apply in addition to those setout in Schedule 1 (Definitions) of the Framework Agreement:-</p> <p>“Adult Male Service User” means a Male Service User who is aged 26 and over</p> <p>"Young Adult Male Service Users" means those Male Service Users aged between 18 years of age and up to but not including 26 years of age</p> <p>"Call-Off Contract Year"</p>													

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means:-

- (a) Call-Off Contract Year Zero (0) shall be the period from the Call-Off Effective Date until the Call-Off Commencement Date;
- (b) Call-Off Contract Year One (1) shall be the period from the Call-Off Commencement Date up to and including the 31 March 2024;
- (c) Call-Off Contract Year Two (2) and so on shall be a period of twelve (12) months commencing on the 01 April 2024.

provided that the final Call-Off Contract Year shall end on the expiry or termination of the Call-Off Term and references to Call-Off Contract Year only shall be to any Call-Off Contract Year (as applicable)

"Custodial Sentence" means a sentence given by a court that involves a term of imprisonment

"Customer Approved System" means:-

- a) a tool, provided by the Customer (incorporating the relevant Customer Software and which the Customer has approved the Supplier to use), to record case management information and
- b) any other relevant systems of the Customer which the Customer may authorise the Supplier in writing to use from time to time in connection with a Call Off Contract

in each case, which is owned by the Customer or licensed to it by a third party

"Customer Approved Video" means:-

- a) A video tool, provided by the Customer (and which the Customer has approved the Supplier to use), to facilitate meetings with Service Users in custody, to enable any assessment of the Service User (or in certain circumstances – in the community when face to face appointments are not possible nor advised and this method can provide an accepted level of service delivery) (incorporating the relevant Customer Software) and
- b) any other relevant video systems of the Customer or not, which the Customer may authorise the Supplier in writing, to use from time to time in connection with a Call Off Contract (subject to availability),

in each case, which is owned by the Customer or licensed to it by a third party and which shall be provided to the Supplier subject to availability and without any warranty as to quality or suitability whatsoever

"Extension Period"

means a period of twelve (12) months from the end of the Call-Off Initial Term or an Extension Period (as applicable)

"Initial Call-Off Term"

means the period from and including the Call-Off Effective Date until 31 March 2026

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		<p>"NPS Region" or "National Probation Service Region"</p> <p>means an area with a defined geographical boundary, within which probation services are delivered. Probation services are delivered across one or more Probation Delivery Units (PDUs), which collectively make-up a region. The terms 'National Probation Service' and 'Probation Service' 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.</p> <p>"Person(s) on Probation"</p> <p>The phrase 'Person(s) on Probation' will be used interchangeably with the term 'Service User' (SU) for the purposes of this contract, including any competition (tender) and/or contract documentation and any engagement and communications, including responses to clarifications.</p> <p>"Probation Delivery Unit" or "PDU"</p> <p>means an area with a defined geographical boundary within a Probation Region, where probation services are delivered. These areas were formally known as Local Delivery Unit (LDUs)</p> <p>"Provider"</p> <p>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.</p> <p>"Supplier"</p> <p>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.</p> <p>"Positive Outcome"</p> <p>means: (a) for each Service User for the purposes of Service Level 1, that Service User has a Supplier Assessment Appointment scheduled to take place within ten (10) Working Days of Referral and (b) for each Service User for the purpose of Service Level 5 only, that Service User has attended the Intervention Commencement Appointment or any other Intervention Appointment, or as further defined in the Technical Notes issued in accordance with Schedule 2.2 (Performance Levels)</p> <p>"Service Level"</p> <p>means the Call-Off Contract Performance Indicators titled SL1 and SL5 as set out in Schedule 2.2 (Call-Off Performance Levels)</p>
26C	Special Terms (Reporting)	<p>The provisions of Clause 1.5 of Part 1 of Schedule 2.2 (Performance Levels) to the Framework Agreement will be amended so that the relevant provisions shall be deemed deleted and replaced with the following for the purposes of this Call-Off Contract:</p> <p>1.1.1 'The Supplier shall monitor its performance against each Call-off Contract Performance Indicator';</p> <p>The provisions of Schedule 2.2 have been amended and updated in the relevant schedule to include;</p> <p>Contractual compliance</p>

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The provisions of Schedule 7.5 in Annex 1 have been amended and updated in the relevant schedule to include;

Management Information Report

26D. Special Terms

Amendments to Schedule 2.3 (Standards) and Schedule 2.4 (Information Security and Assurance)

Schedule 2.3 (Standards)

In the Security Standards table set out in section 3 of Schedule 2.3 (Standards), the table shall be amended to show that Cyber Essentials Basic is applicable to S1 only and Cyber Essentials Plus shall be applicable to Security Levels S2, S3 and S4.

In the Security Standards table set out in section 3 of Schedule 2.3 (Standards), the table shall be amended as set out below. For the avoidance of doubt the remainder of the table shall be unamended.

		Security Level			
Guidance & Policies	Location	S1	S2	S3	S4
Security Standards					
ISO/IEC 27001 (Information Security Management) (applicable where IS27001 is the security standard applicable as per the provisions in Schedule 2.4)	https://www.iso.org/isoiec-27001-information-security.html	{RE DA CT ED}	{RE DA CT ED}	{RE DA CT ED}	{RE DA CT ED}
IASME Governance Audited standard for Information and Cyber Security (applicable where IASME is the security standard applicable as per the provisions in Schedule 2.4)	https://iasme.co.uk/iasme-governance/iasme-governance-audited/	{RE DA CT ED}	{RE DA CT ED}	{RE DA CT ED}	{RE DA CT ED}

26E. Special Terms

Volume Adjustments

In relation to Schedule 2.1 Section 9, adjustments to the Anticipated Volumes for Custody and Community may be made by the Authority by giving no less than 3 months' written notice to the Supplier. Such adjustments will not exceed the Total Anticipated Volume as stated in Schedule 2.1 Section 9 and will constitute a Contract Change and Schedule 8.2 (Change Control Procedure) shall apply.

26F Special Terms

Price Variation

- PRICE VARIATION**
- The Authority shall have the option, in its absolute discretion, to increase the value of the contract and the charges payable to the Supplier in Year 1 only if the following condition precedent or threshold is exceeded:
 - Where the number of referrals made to the Supplier has exceeded the estimated volume of referrals for Avon and Somerset for Year 1 as set out in Schedule 2.1 (Services Description).
- The Authority may exercise this option as many times as it wishes throughout the initial term and/or extension period of the contract so long as on each occasion the option is exercised on the basis that the aforesaid condition precedent has been triggered.
- The exact increased amount(s) of the additional services or contract price shall be calculated using the same principles and methodologies used for determining the basic contract value of each region. Providers can expect that each instance of the Authority exercising its option to vary the price will be proportionate to the increase in referrals. However, any increase cannot be such that the total charges payable to the Supplier for Year 1 exceed the financial envelopes published in the tender documentation for Year 1 (i.e. £246,385.98).
- Any increase in price shall follow the Change Control Procedure outlined in Schedule 8.2 of the Framework Agreement.

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- | | | |
|--|--|---|
| | | 6. This price variation clause is made in observation of Regulation 72(1)(a) of the PCR 2015. |
|--|--|---|

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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

{REDACTED}

.....
Signature

{REDACTED}

.....
Name (block capitals)

{REDACTED}

.....
Position

{REDACTED}

.....
Date

SIGNED for and on behalf of
Ingeus UK Limited

{REDACTED}

.....
Signature

{REDACTED}

.....
Name (block capitals)

.....
Position

{REDACTED}

.....
Date

{REDACTED}

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

1. INTRODUCTION

1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.

1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:

1.2.1 the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;

1.2.2 the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being: -

- (a) Referral process;
- (b) General Requirements;
- (c) Service Description/Introduction;
- (d) Required Outcomes;
- (e) Complexity Levels;
- (f) Service delivery methods;
- (g) Supplier Personnel skills and knowledge;
- (h) Service Category specific requirements; and

1.2.3 within the Geographical Locations set out in Part C.

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PART A - MANDATORY REQUIREMENTS

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

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PART B – SERVICE CATEGORIES

1. The Supplier shall provide the following Service Categories for this Call Off Contract:
 - 1.1 Finance, Benefits and Debt Services
2. The following “Person(s) on Probation” and “Person(s) in Prison” are in-scope for this Call Off Contract:
 - 2.1 Adult Male Person(s) on Probations/Person(s) in Prisons; for in-custody referrals only, this may include unsentenced Person(s) in Prisons
 - 2.2 Young Adult Male Person(s) on Probations/Person(s) in Prisons
 - 2.3 There are no Cohort Service Category requirements under this Call-Off Contract.
3. **Referral Process and Requirements**
 - 3.1 The Authority shall request Services of the Supplier for each Person(s) on Probation and Person(s) in Prison via a Referral. The following sets out the details and requirements in relation to the Referral process.
 - 3.1.1 The following are the roles and responsibilities of the Authority, following the Person(s) on Probation's/Person(s) in Prison's sentence at court:
 - (a) The assessment of risks and needs will differ depending on whether the Person(s) on Probation/Person(s) in Prison is sentenced or not:
 - (i) Sentenced Person(s) on Probations/Person(s) in Prisons will be subject to a 'Risk and Needs Assessment' by the Probation Practitioner (“PP”), identifying the Person(s) on Probation's/Person(s) in Prison's Risk of Serious Harm, risk of further offending. The PP will then assess the identified needs to determine which should be addressed in order to support each Person(s) on Probation's/Person(s) in Prison's individual journey out of offending. The assessment of each such factor shall inform the Sentence Plan.
 - (ii) For Unsented Person(s) in Prison; Where this document mentions the Probation Practitioner, this should be read to include any prison or probation staff involved in the care of an unsentenced person in custody who has been referred for the Services.
 - (b) Based on the rehabilitative needs identified and having regard to eligibility, the Probation Practitioner will:
 - (i) where possible, make an electronic Notification, detailing any Person(s) on Probation/Person(s) in Prison who may require an Intervention, but is not yet ready to receive it, or
 - (ii) make an electronic Referral for a Person(s) on

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Probation/Person(s) in Prison who requires an Intervention to be undertaken in accordance with the Requirements.

- (c) The Notification to the Supplier will as a minimum include:
 - (i) anticipated date that the Intervention is likely to be required;
 - (ii) age;
 - (iii) CRN; and
 - (iv) any Protected Characteristics;
- (d) The Referral to the Supplier will as a minimum include:
 - (i) date by which Intervention must be delivered;
 - (ii) relevant elements of the Risk and Needs Assessment;
 - (iii) identified rehabilitative needs;
 - (iv) the Complexity Level;
 - (v) the Outcomes sought;
 - (vi) any restrictions that the Person(s) on Probation/Person(s) in Prison is required to observe, for example, geographical areas from which they are excluded;
 - (vii) responsibilities of the Person(s) on Probation/Person(s) in Prison that must be unimpacted by service delivery, for example caring or employment responsibilities;
 - (viii) any previous support or Services that the Person(s) on Probation/Person(s) in Prison has received whilst in custody;
 - (ix) any Protected Characteristics;
 - (x) any Rehabilitation Activity Requirement and/or the number of RAR Activity Days (as may be applicable);
 - (xi) Person(s) on Probation/Person(s) in Prison location. and
 - (xii) Alternative contact details in the event the Probation Practitioner is not available, to enable timely sharing of information.

- 3.1.2 The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities). The Probation Service will detail all known Person(s) on Probation/Person(s) in Prison responsibilities and restrictions in the Referral (being those listed above as the minimum to be included in the Referral) and notify the Supplier of any changes to these details within one (1)

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Working Day of becoming aware of such changes.

- 3.1.3 In the event the Customer Approved System is unavailable for whatever reason, the Supplier must contact the Probation Practitioner, by telephone and/or e-mail, to provide any information it is required to input into the Customer Approved System, within the timescales stipulated, and update the Customer Approved System within one (1) Working Day of the Customer Approved System subsequently becoming available.
- 3.1.4 The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities). Alternative contact details in the event the Probation Practitioner is not available shall be provided within the Referral, to enable timely sharing of information.
- 3.1.5 The following are the roles and responsibilities of the Supplier in relation to the Referral:
- (a) following receipt of a Referral from the Probation Practitioner, the Supplier must conduct a Supplier Assessment Appointment with the Person(s) on Probation/Person(s) in Prison which takes account of all elements and information within the Referral
 - (b) Following the Supplier Assessment Appointment, a Person(s) on Probation/Person(s) in Prison Action Plan must be produced, outlining the following, as a minimum:
 - (i) the Agreed Outcomes that shall be achieved within the timescales;
 - (ii) a list of the Activities that will be undertaken to achieve the Agreed Outcomes;
 - (iii) the involvement of any third parties or other agencies in providing any element of the Services; and
 - (iv) the frequency and mode (as may be applicable) of the contact with the Person(s) on Probation/Person(s) in Prison.
- 3.1.6 The Person(s) on Probation/Person(s) in Prison Action Plan shall be agreed with the Person(s) on Probation/Person(s) in Prison following the Supplier Assessment Appointment and must be shared electronically with the Probation Practitioner via the Customer Approved System in accordance with the General Requirements.
- 3.1.7 Finance, Benefit and Debt Services will be required to be delivered to Person(s) in Prison's.
- 3.1.8 In the event Person(s) in Prisons are relocated to a different custodial establishment, included in PART C, the Supplier shall continue the delivery of Services under the same Referral and Action Plan.
- 3.1.9 In the event Person(s) in Prisons are released from custody prior to the completion of the Intervention and remain within the Contract Area as listed in this Schedule 2.1 Part C, the Supplier shall continue the delivery of Services until the Intervention is completed under the same Referral and Action Plan.

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Rehabilitation Activity Requirement (RAR)

- 3.2 Any of the Services can be delivered as part of a Rehabilitation Activity Requirement (RAR) whereby a specified number of RAR Activity Days will be allocated by the Probation Service for those subject to a Community Sentence or Suspended Sentence Order.
- 3.3 The Supplier acknowledges that a RAR Activity Day does not mean continuous activity throughout a whole day. Therefore, one (1) RAR Activity Day could include:
- 3.3.1 face-to-face planned RAR Sessions designed to address identified needs; or
 - 3.3.2 two (2) or more separate planned RAR Sessions in the same day will only count towards one (1) RAR Activity Day
- 3.4 Any Sessions delivered as part of a RAR Activity Day or as a mandated Licence or Post Sentence Supervision appointment will be Enforceable.

Unsentenced Person(s) in Prisons

- and not 3.5 Attendance at Sessions by unsentenced Person(s) in Prisons in custody is voluntary enforceable.

4. General Requirements

- 4.1 The following General Requirements shall be applicable to this Call-Off Contract.

General Requirements	
Ref	Requirement
G1	<p>The Supplier must deliver Services in a way which reflects each Person(s) on Probation's/Person(s) in Prison's Protected Characteristics and/or specific needs in accordance with and to reflect each Person(s) on Probation's/Person(s) in Prison's Action Plan and which are agreed with each Person(s) on Probation/Person(s) in Prison, specifically:</p> <p>People from Ethnic Minority Groups (including Gypsy, Roma, Travellers)</p> <p>The Supplier must deliver the Services in a way which meets the additional and specific needs of Person(s) on Probation from Ethnic Minority Groups and assists them to reduce social isolation and secure and maintain engagement with community services. The Supplier shall therefore deliver the Services, including but not limited to the following:</p> <ol style="list-style-type: none">1. In a way which meets the additional and specific needs of those who are from Ethnic Minority Groups as identified in the Referral;2. By Supplier Personnel who are appropriately trained to be Culturally Competent, and, where appropriate, to include Supplier Personnel who share aspects of the Person(s) on Probations/Person(s) in Prisons' identity; and3. Recognising the need for Person(s) on Probations from Ethnic Minority Groups to express their cultural identity free from fear of being stereotyped or discriminated against. <p>Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical</p>

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Health Difficulties and Neurodiversity

The Supplier must deliver the Services in a way which meets the additional and specific needs of Person(s) on Probations/Person(s) in Prisons with Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical Health Difficulties and Neurodiversity and assists them to secure and maintain community integration. The Supplier shall therefore deliver the Services including, but not limited to, the following:

1. Using locations and materials which are easily accessible;
2. Amending the delivery of Services to respond to specific needs identified by the Probation Practitioner in the Referral; and
3. Supporting referral to Suppliers of specialist services which meet the additional needs of those with Learning Difficulties and/or Learning Disabilities, Mental Health and/or Physical Health Difficulties and Neurodiversity

Young Adults

The Supplier must deliver the Services in a way which meets the additional and specific needs of young adults (aged 18-25) and assists them to secure and maintain community networks. The Supplier shall therefore deliver the Services including, but not limited to, the following:

1. Building the Person(s) on Probation's/Person(s) in Prison's resistance to peer influence;
2. Developing the Person(s) on Probation's/Person(s) in Prison's self-sufficiency and independence;
3. Providing the Person(s) on Probation's/Person(s) in Prison's with access to additional support for care leavers (where appropriate); and
4. Increasing the Services User's ability to focus on future plans and goals.

Veterans

The Supplier must deliver the Services in a way which facilitates the Person(s) on Probation/Person(s) in Prison to engage with services such as military charities/Suppliers which offer additional supportor resources which will contribute to rehabilitation.

Foreign National Offenders

The Supplier shall be required to deliver the Services to Foreign National Person(s) on Probations/Person(s) in Prisons who are:

1. Not subject to deportation action by Home Office and released directly from prison into the community once they reach their custodial release date;
2. Subject to deportation action by Home Office and:
 - 2.1 released directly from prison into the community once they reach their custodial release date, and until they are subsequently deported overseas; or
 - 2.2 transferred from prison to an Immigration Removal Centre once they reach their custodial release date, and at the point that they are released into the community (if they are still on licence).

And, in relation to such Person(s) on Probation's/Person(s) in Prison's, the Supplier

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	<p>must deliver the Services in a way that:</p> <ol style="list-style-type: none"> 1. Meets the additional/specific needs identified in the Referral; and 2. Takes account of the difficulties that arise in relation to immigration status and limited access to Statutory Services. <p>Gender Identity</p> <p>The Services shall be delivered to the specific Person(s) on Probations/Person(s) in Prisons detailed as in-scope within this Call-Off Contract and such Person(s) on Probations/Person(s) in Prisons shall be so considered based on the gender by which they consistently identify.</p> <p>Where a Person(s) on Probation/Person(s) in Prison identifies as transgender, Services shall be delivered in accordance with the Care and Management of Individuals who are Transgender policy framework¹.</p> <p>Age / Health</p> <p>The Services shall be delivered that meet the needs of: older Person(s) on Probations/Person(s) in Prisons, those with physical disabilities and/ or mental health difficulties.</p> <p>OUT OF SCOPE</p> <p>The Supplier is not required to:</p> <ol style="list-style-type: none"> 1. Deliver Interventions to Person(s) in Prison who are subject to deportation action by Home Office and removed overseas directly from prison. 2. Deliver Interventions to Person(s) in Prison who are subject to deportation action by Home Office and transferred from prison to an Immigration Removal Centre once they reach their custodial release date and are then deported overseas. 3. Deliver Interventions where the Authority is unable to provide access where required to appropriate Authority Interpreter Services. 4. Deliver Interventions relating to Housing debt/arrears.
G2	<p>The Supplier must:</p> <ol style="list-style-type: none"> 1. Deliver the Services in a language or format the Person(s) on Probation/Person(s) in Prison is able to understand. 2. 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. <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities): The Authority shall make available appropriate Authority Interpreter Services.</p> <ol style="list-style-type: none"> 3. Where the Supplier wishes to access services that are provided by the Authority ("Authority Provided Services"), or any agency of the Authority (e.g. translation services), the Supplier agrees that it shall be a condition of the granting of access to the Authority Provided Services by the Authority to the Supplier and the Supplier's use of those services, that the Supplier complies in full with any and all guidance that is in place (and any amendments to that guidance) governing the access to and use of the Authority Provided Services.

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G3	<p>The Supplier shall maintain continuity of Service in the case of Disaster in accordance with the Service Continuity Plan prepared by the Supplier pursuant to the terms of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning):</p> <ol style="list-style-type: none"> 1. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.6 of the Framework Agreement, and the requirements as set out in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) maintain Services in the event of sickness of individual members of Supplier Personnel and the Supplier must ensure that an equivalent replacement member of the Supplier Personnel shall be deployed in such instance. 2. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.5 of the Framework Agreement, make every endeavour to ensure that any Supplier Personnel assigned to a Person(s) on Probation/Person(s) in Prison remains consistent throughout the duration of the Intervention as applicable.
G4	<p>The Supplier 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>
G5	<p>Upon receiving a Referral for a Person(s) in Prison in custody, the Supplier must conduct the Supplier Assessment Appointment, in line with the timescales outlined below:</p> <ol style="list-style-type: none"> 1. Contact the Person(s) in Prison with the date and time of the Supplier Assessment Appointment. The Supplier Assessment Appointment must take place within five (5) Working Days of receipt of the Referral and the Person(s) in Prison must have three (3) Working Days' notice of the Supplier Assessment Appointment (unless the Probation Practitioner agrees to an earlier date). 2. Conduct the Supplier Assessment Appointment and produce the Person(s) in Prison Action Plan within three (3) Working Days of the Supplier Assessment Appointment. The Supplier Assessment Appointment should be face-to-face unless an alternative delivery method is agreed with the Probation Practitioner. The Person(s) in Prison Action Plan must contain the Agreed Outcome(s), and the location and time of Intervention Commencement Appointment.
G6	<p>Upon receiving a Referral for a Person(s) on Probation sentenced to a Community Sentence or Suspended Sentence Order, or a Person(s) on Probation released on Licence or Post Sentence Supervision, the Supplier must:</p> <ol style="list-style-type: none"> 1. Contact the Person(s) on Probation with the date and time of the Supplier Assessment Appointment. The Supplier Assessment Appointment must be scheduled to take place within ten (10) Working Days of receipt of the Referral and the Person(s) on Probation must have a minimum of two (2) Working Days' notice of the Supplier Assessment Appointment (unless the Person(s) on Probation agrees to an earlier date)). For the avoidance of doubt, example scenarios are provided in the Technical Note that supplements the Contract to aid understanding of how this measure applies in operation. 2. Conduct the Supplier Assessment Appointment and produce the Person(s) on Probation Action Plan within five (5) Working Days following the attendance of the Person(s) on Probation at the Supplier Assessment Appointment. The Supplier Assessment Appointment should be face-to-face unless an alternative delivery method is agreed with the Probation Practitioner. The Person(s) on Probation Action Plan must contain the Agreed Outcome(s), and the location and time of Intervention Commencement Appointment.
G7	<p>To deliver the Intervention, the Supplier must:</p> <ol style="list-style-type: none"> 1. Ensure as far as is practicable, the Supplier Personnel delivering the Intervention to the Person(s) on Probation/Person(s) in Prison is the same individual throughout the duration of the Intervention. 2. Share the completed Person(s) on Probation/Person(s) in Prison Action Plan,

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	<p>via the Customer Approved System on the same day as completion.</p> <p>3. Deliver the Intervention and all Activities and Sessions within timescales outlined in the Person(s) on Probation/Person(s) in Prison Action Plan, and inform Probation Practitioner of any changes to planned Sessions or Activities, and ensure this is recorded on the Customer Approved System</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)</p> <p><i>The Probation Service will notify the Supplier of any changes relevant to the Referral within one (1) Working Day of becoming aware of such changes.</i></p>
G8	<p>To monitor the Person(s) on Probation/Person(s) in Prison throughout delivery of the Intervention, the Supplier must:</p> <ol style="list-style-type: none"> 1. Report on progress/issues on a regular basis by uploading on the Customer Approved System the detailed Sessions or Activities undertaken and the results obtained. 2. Engage with any request from the Probation Practitioner with regards to updates on Person(s) on Probation/Person(s) in Prison at any point during delivery of the Intervention. 3. If requested by the Probation Practitioner, take part in a review with the Person(s) on Probation/Person(s) in Prison 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 Person(s) on Probation/Person(s) in Prison Action Plan or details of the Intervention can be amended. 4. Continually review the Person(s) on Probation's/Person(s) in Prison's progress against the Person(s) on Probation/Person(s) in Prison Action Plan, and more specifically the Agreed Outcomes, to ensure that the Person(s) on Probation/Person(s) in Prison is making expected progress to achieve Agreed Outcomes and complete the Intervention within the timescales. <ol style="list-style-type: none"> 4.1 Where this is achieved in less Sessions than stated in the Person(s) on Probation/Person(s) in Prison Action Plan, the Supplier must inform the Probation Practitioner within one (1) Working Day. 4.2 Where this cannot be achieved, the Supplier 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 Person(s) on Probation/Person(s) in Prison Action Plan on the Customer Approved System within one (1) Working Day; <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)</p> <p><i>Within the Referral, the Probation Practitioner will inform the Supplier of the most appropriate information sharing processes in the event the Probation Practitioner is unavailable.</i></p> <p><i>In event of concerns being raised by the Supplier to the Probation Practitioner under (4) above, the Probation Practitioner will liaise with the Supplier to develop the most appropriate actions.</i></p> <p><i>The Probation Service will notify the Supplier of any changes relevant to the Referral within one (1) Working Day of becoming aware of such changes.</i></p>

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G9	<p>To complete the Intervention with a Person(s) on Probation/Person(s) in Prison, the Supplier must:</p> <ol style="list-style-type: none">1. within the Final Session with the Person(s) on Probation/Person(s) in Prison:<ol style="list-style-type: none">1.1 provide an opportunity for feedback from the Person(s) on Probation/Person(s) in Prison; and1.2 provide the Person(s) on Probation/Person(s) in Prison with an Ongoing Support Plan with suggested Move On Steps;2. complete an End of Service Report and share with the Probation Practitioner via the Customer Approved System within five (5) Working days following the Final Session with the Person(s) on Probation/Person(s) in Prison; and3. if requested by the Probation Practitioner, complete a Session with the Probation Practitioner following receipt of the End of Service Report to review all the Activities completed and Agreed Outcomes achieved against the Person(s) on Probation/Person(s) in Prison Action Plan; and4. systematically measure the success of each element of the Intervention with regards to the individual Person(s) on Probation/Person(s) in Prison, other Person(s) on Probations/Person(s) in Prisons, and of the Services overall in order to continuously improve on the performance of the Services delivered on how they contribute to rehabilitate Person(s) on Probations/Person(s) in Prisons and mitigate the risk of re-offending. <p>The Interventions with regards to each Person(s) on Probation/Person(s) in Prison 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 Person(s) on Probation/Person(s) in Prison Action Plan have been delivered, whichever occurs first.</p>
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G10	<p>The Supplier must:</p> <ol style="list-style-type: none"> 1. Record on the Customer Approved System by the end of the same Working Day as the activity is undertaken and in the case of: <ol style="list-style-type: none"> 1.1 every Session offered to the Person(s) on Probation/Person(s) in Prison; 1.2 every Session attended by the Person(s) on Probation/Person(s) in Prison including a summary of each Session or appointment; and 1.3 every non-attendance at any Session or appointment by the Person(s) on Probation/Person(s) in Prison. 2. Record on the Customer Approved System and alert the Probation Practitioner by the end of the same Working Day as the activity is undertaken and in the case of: <ol style="list-style-type: none"> 2.1 any instances of Unacceptable Behaviour by the Person(s) on Probation/Person(s) in Prison; 2.2 any behaviour or information that may indicate a Risk of Serious Harm posed by the Person(s) on Probation/Person(s) in Prison; 2.3 any information that may impact upon child or adult safeguarding concerns; and 2.4 any new information that indicates that the Person(s) on Probation/Person(s) in Prison is at increased risk in relation to self-harm, human trafficking, modern - day slavery, gangs, extremism, radicalisation or county lines. <p>Where the Supplier considers the information in 2.1 - 2.4 to present an imminent Risk of Serious Harm the Supplier must immediately notify the Probation Practitioner either inperson, telephone, email or facsimile, and, where appropriate, the police.</p> <p>The Supplier shall continue to instruct the Person(s) on Probation/Person(s) in Prison following the occurrence of 2.1 or 2.2 above until the Probation Practitioner informs the Supplier of alternative action unless the Supplier reasonably considers that to do so would present a risk to staff, the public or other Person(s) on Probations/Person(s) in Prisons.</p> <p>The Supplier must deliver the Services in a way which takes full account of any identified concerns about adult safeguarding and/or child safeguarding. Where the Probation Practitioner has identified public protection concerns, the Services which are provided should be delivered in a way which takes full account of these risks.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities)</p> <p><i>Within the Referral, the Probation Practitioner will inform the Supplier of Alternative contact details in the event the Probation Practitioner is unavailable, in the event of 2.1-2.4 occurring.</i></p>
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G11	<p>In relation to each Person(s) on Probation/Person(s) in Prison and following completion of the Final Session, together with the End of Service Report the Supplier must record all Activities and Sessions and any other actions delivered on the Customer Approved System. This record must include as a minimum:</p> <ol style="list-style-type: none"> 1. The number of Sessions undertaken by the Person(s) on Probation/Person(s) in Prison; 2. A summary of each Session undertaken by the Person(s) on Probation/Person(s) in Prison; 3. Update on progress against the Agreed Outcomes by the Person(s) on Probation/Person(s) in Prison, 4. A list of Activities undertaken by the Supplier; 5. A log of all hours dedicated to the Person(s) on Probation/Person(s) in Prison; 6. The extent to which the Agreed Outcomes have been achieved; 7. An Ongoing Support Plan which shall include the specific Move On Steps; and 8. Person(s) on Probation/Person(s) in Prison feedback.
G12	<p>The Supplier must:</p> <ol style="list-style-type: none"> 1. Notwithstanding the generality of the requirements in Clause 16 of the Framework Agreement, provide all Supplier Personnel with full introductory training required to complete their role in the delivery of the Services prior to the Call-Off Commencement Date, including, as a minimum training in relation to: <ol style="list-style-type: none"> 1.1 adult and child safeguarding; 1.2 extremism 1.3 organised crime; 1.4 risk awareness; 1.5 dealing with challenging behaviour; 1.6 diversity - to include comprehensive training on unconscious bias and cultural competence. <p>To a standard that allows Supplier Personnel to recognise issues of concern and to share information with the Probation Practitioner via the Customer Approved System.</p> 2. Provide a record of completed training undertaken by each Supplier Personnel which must be provided to the Authority prior to the Call-Off Commencement Date and every twelve (12) months thereafter. A record of completed training for each Supplier Personnel must be updated every

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	<p>twelve (12) months and made available to the Authority on request.</p> <p>3. Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following general skills:</p> <p>3.1 Working with Person(s) on Probations/Person(s) in Prisons - The ability to:</p> <p>3.1.1 listen and communicate effectively;</p> <p>3.1.2 motivate and promote a Person(s) on Probation's/Person(s) in Prison's belief in their ability to change;</p> <p>3.1.3 work with Person(s) on Probation's/Person(s) in Prison's with varying complexity of needs and across each Complexity Level (as applicable);</p> <p>3.1.4 be alert and responsive to behaviour, information or other changes which could indicate a change in Risk of Serious Harm; and</p> <p>3.1.5 respond appropriately to challenging behaviour (including Unacceptable Behaviour) in order to de-escalate tension, enable a Person(s) on Probation/Person(s) in Prison to manage strong feelings and to ensure their own safety and that of others.</p> <p>3.2 Recording/information-sharing - The ability to:</p> <p>3.2.1 Use digital systems to complete, maintain and review Person(s) on Probation/Person(s) in Prison Action Plans, record all activity and share information appropriately with the Probation Practitioner.</p> <p>3.2.2 Use digital technology with Person(s) on Probations/Person(s) in Prisons.</p> <p>3.2.3 Share with the Authority via the Customer Approved System.</p> <p>3.3 Comply with policies/ procedures - The ability to:</p> <p>3.3.1 Understand and follow policies and procedures appropriate both to the Supplier and to the probation sector generally.</p> <p>3.4 Proactively manage a caseload of Person(s) on Probations/Person(s) in Prisons in line with the information contained within the Referral provided by the Probation Practitioner.</p>
G13	<p>The Supplier must provide Supplier Personnel with Continuous Professional Development. This will include refresher courses on the above G12 1.1 – 1.6 but may also include wider practice issues e.g. engaging with Person(s) on Probations/Person(s) in Prisons, support and motivate compliance, pro-social modelling, trauma informed work, problem solving techniques to model life skills, domestic abuse and substance abuse awareness, procedural justice and positive reinforcement and desistance. A record of Continuous Professional Development for each Supplier Personnel must be updated every twelve (12) months and made available to the Authority on request.</p>

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G14	The Supplier must provide the Authority with any information in relation to the Person(s) on Probation/Person(s) in Prison, as requested, for the purpose of informing any Pre-Sentence Report in relation to any new or historic offences, for which the Person(s) on Probation/Person(s) in Prison is due to be sentenced. This must be provided in a timescale required by the court and in a format stipulated
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	<p>by the Authority.</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 request for information as is reasonably practicable and will stipulate the format in which it is required.</i></p>
G15	<p>The Supplier must:</p> <ol style="list-style-type: none"> 1. 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 Probation Service, to address issues as requested by the Probation Practitioner or other statutory agencies with whom the Supplier is liaising. 2. 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. <p>More information on this can be found at the following link:</p> <p>https://www.gov.uk/government/publications/multi-agency-public-protection-arrangements-mappa--2</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>
G16	<p>The Supplier must, in the case of the Enforcement of the Services:</p> <ol style="list-style-type: none"> 1. Supply all information required for the Breach Pack, including Section 9 statements (where required) to the Probation Practitioner within five (5) Working Days of the request from the Probation Practitioner; (except in the case of an expedited breach or urgent Recall where written information will be required immediately) 2. Enable any Supplier Personnel connected to the delivery of the Services to attend court for contested breaches when required; and 3. Provide the Probation Practitioner with an indication if any element of the Intervention will continue during enforcement proceedings and a short period of imprisonment including a short-term Recall of fourteen (14) calendar days, fixed term Recall of 28 days or a return to custody of up to fourteen (14) days in the case of Post Sentence Supervision.
G17	<p>The Supplier must:</p> <ol style="list-style-type: none"> 1. Provide a Directory of Services to the Authority, in an electronic format, and input information from the Directory of Services into the Customer Approved System prior to the Call Off Commencement Date, in sufficient detail to: <ol style="list-style-type: none"> 1.1 describe the delivery methods of each Activity that form the Services; 1.2 advise the court and Probation Practitioners of the range of Activities

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	<p>and Sessions available that meet the Person(s) on Probations/Person(s) in Prisons' needs and the linked Outcomes;</p> <p>1.3 describe the time (where appropriate) and location of the Activities; and</p> <p>1.4 describe any other key details that would help inform a Referral, that the Authority may instruct to be included;</p> <p>2. Always maintain an active and appropriately populated Directory of Services and Customer Approved System.</p> <p>3. Review on a quarterly basis and update both the Directory of Services and Customer Approved System within five (5) Working Days when there is a removal, addition or alteration of any Activity or Session.</p>
G18	<p>Notwithstanding any specific requirements regarding facilities or estates within the Framework Agreement, the Supplier must provide:</p> <ol style="list-style-type: none"> 1. A safe environment for Person(s) on Probations; 2. Appropriate space in which to deliver the Services and so that such delivery of the Services is provided within an environment which meets the diverse needs and requirements of Person(s) on Probations including relevant Protected Characteristics; and 3. An estate with the correct conditions of use for Person(s) on Probations to attend the property <p>If, during the Call-Off Term, the Supplier is required to move premises or undertake any refurbishments, the Supplier must ensure that such is undertaken in a way so as to minimise the impact on delivery of the Services, and the impact on Person(s) on Probations, any other stakeholders or the general public.</p>
G19	<p>The Supplier must ensure Short Notice changes to scheduling of Services should only be made if unavoidable; and notify the Probation Practitioner and Person(s) on Probation/Person(s) in Prison as soon as practicable or at least two (2) hours prior to the time of appointment.</p>
G20	<p>In the event of a Person(s) on Probation/Person(s) in Prison transferring out of Contract Area prior to the completion of Service delivery, and when instructed by the Probation Practitioner, the Supplier must:</p> <ol style="list-style-type: none"> 1. Conduct a Final Session with the Person(s) on Probation/Person(s) in Prison that provides opportunity for feedback from the Person(s) on Probation/Person(s) in Prison; 2. Complete an End of Service Report and share with the Probation Practitioner via the Customer Approved System within five (5) Working Days following the Final Session with the Person(s) on Probation/Person(s) in Prison; and 3. Provide the Probation Practitioner with appropriate next steps for the Person(s) on Probation/Person(s) in Prison which may be shared with another Authority Probation Supplier in a different Contract Area for a continuation of Intervention delivery. <p>All information in relation to Services delivered may be shared with another Authority Probation Supplier by the Probation Practitioner.</p> <p>The following shall be considered a Dependency for the purposes of Schedule 3 (Customer Responsibilities) <i>The Authority will issue any Contract Area transfer requests to the Supplier within two (2) Working Days of being made aware of a</i></p>

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	<i>Person(s) on Probation/Person(s) in Prison transferring out of Contract Area.</i>
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G21	<p>In the event the Authority requests the Supplier to contribute to Authority liaison arrangements with judges and magistrates, the Supplier 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 (Customer Responsibilities) <i>The Authority to inform the Supplier of liaison meetings, including dates and requirements for the Supplier's input in a timely manner.</i></p>
G22	<p>The Supplier must, in the case of Serious Further Offence Review, Domestic Homicide Review, Serious Case Review or HMIP Inspection;</p> <ol style="list-style-type: none">1. provide all Supplier Information as requested in the timescale and format specified by Authority or Related Third Party, and2. make Supplier Personnel available to attend any meetings, in person, as requested by the Authority or Related Third Party. <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 Supplier within two (2) Working Days of being made aware of the need for the provision of Supplier Information or for Supplier Personnel to attend meetings.</i></p>

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/863610/transgender-pf.pdf

5. Introduction

Ensuring that Person(s) on Probation and Person(s) in Prison are able to manage their own finance, benefits and debt needs is key to their rehabilitation. However, some Person(s) on Probation/Person(s) in Prison will face significant problems achieving financial security. Finance, Benefit and Debt issues are linked to offending for almost half of Person(s) in Prison or Person(s) on Probation. OASys data from March 2021 indicates that for 45% of male Person(s) on Probation, debt is linked to their offending behaviour, with 55% of these cases reported to have 'some' or 'significant' issues with regards their financial situation. Therefore, some Person(s) on Probation/Person(s) in Prison will benefit from support to overcome problems in achieving financial security.

One of the key priorities for the Ministry of Justice Outcome Delivery Plan 2021/22 is to; *'End rough sleeping through more effective prevention and crisis intervention services and reduce homelessness by enabling local authorities to fully meet their statutory duties'*¹ Research has shown that being in debt makes it more difficult to obtain and sustain accommodation and employment.: "Debt and crime thus reinforce each other in a negative way" (Van Beek 2021), negatively contributing to the overall government objective to reduce reoffending.

Finance, Benefit and Debt issues don't just impact Person(s) on Probation/Person(s) in Prison; research shows that these issues also have an impact on Person(s) on Probation/Person(s) in Prison families and partners. In a survey conducted by the Prison Reform Trust, two thirds of the families of Person(s) in Prison/Person(s) on Probation in debt said their debts had increased since the imprisonment of their relative (PRT 2010).

Finance, Benefit and Debt Services can be delivered as part of a Rehabilitation Activity Requirement (RAR) whereby a specified number of RAR Activity Days will be allocated by the Probation Service for those subject to a Community Sentence or Suspended Sentence Order. Any Sessions delivered as part of a RAR Activity Day or as a mandated Licence or Post Sentence Supervision appointment will be Enforceable.

Finance Benefit and Debt Services will also be required for Person(s) in Prison, at any point during their custodial sentence and to those who are not yet convicted. Where applicable, Finance, Benefit and Debt Services shall support a Person(s) in Prison's transition from a Young Offenders Institution (YOI) or an adult male prison back into the community.

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6. Outcomes

The Supplier shall provide Finance, Benefits and Debt Services to respond to each Person(s) on Probation's/Person(s) in Prison's complexity of need as identified by the Probation Practitioner in the Referral and in a way which reflects any Risk of Serious Harm issues included within the Referral. The information contained within the Referral should be reviewed by both the Supplier and the Probation Practitioner throughout the duration of each Person(s) on Probation's/Person(s) in Prison's Intervention.

The Supplier shall deliver activities via face-to-face contact, telephone, Customer approved video, online communications, or online resources, either on a 1-to-1 or group basis. It is anticipated that, due to the private nature of Finance, Benefit and Debt support, delivery of activities will primarily be on a 1-2-1 basis, though may delivered in a group setting as agreed with the Probation Practitioner. The Supplier may use any such methods to achieve any combination of the Outcomes in the table below, subject to any specific requirements to provide face-to-face appointments. The individualised combination of Outcomes specific to each Person(s) on Probation/Person(s) in Prison shall become the Agreed Outcomes for each Person(s) on Probation/Person(s) in Prison which shall be set out in the Person(s) on Probation/Person(s) in Prison Action Plan.

Reference	Outcome	Linked Core Activities for a Low Complexity Person(s) on Probation	Linked Core Activities for a Medium Complexity Person(s) on Probation	Linked Core Activities for a High Complexity Person(s) on Probation	Linked Core Activities for Custody Delivery
Outcome 1	Person(s) on Probation's financial management skills are developed and/or enhanced, including online banking skills	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
Outcome 2	Person(s) on Probation can successfully navigate the benefits system	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
Outcome 3	Pathways are established to help Person(s) on Probation maintain and sustain an income, safely manage money and reduce debt	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
Outcome 4	Person(s) on Probation has access to appropriate financial products, advice and/or services	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
Outcome 5	Person(s) on Probation/Person(s) in Prison gains quick access to universal credit, including pre-release referrals	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
Outcome 6	Person(s) in Prison is supported to complete tasks that they	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}

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	would not otherwise be able to do whilst being in custody e.g. support with banking or debt management				
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7. Finance, Benefits and Debt Services – Complexity Levels - Community

For those subject to a Community Sentence or Suspended Sentence Order or as a mandated Licence or Post Sentence Supervision, Services should be delivered in a way which reflects the differing Complexity Levels of Person(s) on Probations which occur within the probation caseload:

Low Complexity - Refers to indicative proportion 0% of volume

– Person(s) on Probation has prior experience of successfully dealing with their own finance, benefit and debt needs. Person(s) on Probations circumstances may be currently leading to significant financial pressure. Person(s) on Probation will require some advice, guidance and/or support across some specific but limited finance, benefit and debt needs, but will be able to support themselves with other aspects.

Medium Complexity - Refers to indicative proportion 47% of volume - Person(s) on Probation has limited prior experience of successfully dealing with their own finance, benefit and debt needs. Person(s) on Probations circumstances are currently leading to significant financial pressure and they require support to address these needs. Person(s) on Probation will need either significant support to meet a limited number of needs – for instance the Person(s) on Probation may have additional needs (i.e. learning difficulties) or other challenges which impact on their ability to fully manage – or they will need limited support to meet a wider range of finance, benefit and debt - related needs.

High Complexity – Refers to indicative proportion 53% of volume – Person(s) on Probation has minimal or no prior experience of successfully dealing with their own finance, benefit and debt needs and does not have necessary identification documents or bank account. Person(s) on Probations circumstances are currently leading to extreme financial pressure and/or they have complex finance, benefit and debt-related needs which require a range of Activities to address these needs. Person(s) on Probation may have a poor finance history and wider complex needs, such as mental health issues, substance misuse and/or addiction issues.

8. Finance, Benefits and Debt Services – Complexity Levels – Custody

For those subject to a Custodial Sentence, Services should be delivered to all referred Person(s) in Prisons, who have an identified need:

Low Complexity - Refers to indicative proportion 0% of volume

Person(s) in Prison requires 1 face to face session.

Medium Complexity - Refers to indicative proportion 0% of volume

Person(s) in Prison requires 2 face to face sessions.

High Complexity – Refers to indicative proportion 100% of volume

Person(s) in Prison requires 3 face to face sessions.

9. Volume

The estimated number of Person(s) on Probations/Person(s) in Prisons to receive a Service, is set out as below:

Lot 1 – Avon and Somerset			
	Anticipated Volume - Custody	Anticipated Volume - Community	Total Anticipated Volume
Contract Year 1	{REDACTED}	{REDACTED}	{REDACTED}
Contract Year 2	{REDACTED}	{REDACTED}	{REDACTED}
Contract Year 3	{REDACTED}	{REDACTED}	{REDACTED}
Extension Period 1 (Contract Year 4)	{REDACTED}	{REDACTED}	{REDACTED}

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- 9.1 At present it is envisaged that the majority of volumes for this contract are aimed at activities listed in FBD2,3 and 4 for community delivery. Throughout the duration of this contract this may change and the balance of volumes across custody and community may need to change, especially when the annual contract values increase in the extension periods. However, the Authority is able to request such adjustments at any point throughout the duration of this Contract. The Authority understands that this will impact the Supplier's service delivery so changes in volumes will be discussed and agreed 3 months prior to the changes being implemented. Any adjustments will be proportionate to the service delivery time required to deliver an intervention.

The following is a worked example of volume adjustments:

Where 1 high complexity custody Person(s) in Prison requires approximately 8 hours of service delivery, and 1 high complexity community Person(s) on Probation requires approximately 12 hours of service delivery. The Authority may substitute 3 high complexity custody Person(s) in Prison for 2 high complexity community Person(s) on Probations.

The Supplier will be required to deliver the expected volumes in the fixed price cost per annum. Where all volumes aren't utilised by The Authority then an agreement will be agreed by both parties on how those volumes can be utilised. Adjustments will be made in line with Special Term 26E Volume Adjustments.

10. Service Delivery

The required methods of delivering the Finance, Benefit and Debt activities are as follows:

- **SUPPORT AND ADVOCACY** - This could include enabling the Person(s) on Probation/Person(s) in Prison to take actions themselves or supporting them to do so, e.g. by attending appointments with them, or taking steps on their behalf, e.g. making phone-calls and referrals to other finance, benefit and debt organisations, including local statutory service provision.
- **ADVICE, GUIDANCE AND INFORMATION** – This will involve providing tailored advice and guidance that ensures the Person(s) on Probation/Person(s) in Prison is aware of what action they should take, and in what sequence, and has all the required information to do so. Information given may take a variety of forms, including but not limited to printed document or verbal communication via 1-2-1 or group session, but must be provided in a way that enables the Person(s) on Probation/Person(s) in Prison to act on the information given and should form part of a wider package of support offered.
- **DESIGNING AND DELIVER** – this will involve the development of skills relevant to each Person(s) on Probation/Person(s) in Prison to enable them to successfully understand and manage their finance, benefit and debt needs. This could be delivered through a training course or development programme.

All delivery methods must be tailored to meet the specific needs of each Person(s) on Probation/Person(s) in Prison to enable them to make progress towards their Agreed Outcomes, as identified in the Person(s) on Probation/Person(s) in Prison Action Plan.

11. Supplier Personnel Skills and Knowledge: Finance, Benefit and Debt Services specific skills and knowledge;

- a) Sufficient knowledge of current benefit legislation and awareness of any impending legislative changes that may impact service delivery.
- b) At least one member of staff personal registered to the Financial Conduct Authority (FCA) Financial Services Register to the Financial Conduct Authority (FCA) Financial Services Register.
- c) Comprehensive understanding of how to manage criminal records disclosure, including declaring previous convictions.
- d) An up-to-date understanding of local organisations offering financial advice.
- e) An up-to-date understanding of the range of banking options available to the Person(s) on Probation/Person(s) in Prison, e.g. post office, credit unions, banks, and a complete knowledge of eligibility criteria and how to enable the Person(s) on Probation/Person(s) in Prison to access these services.
- f) The ability to identify complex debt issues that may require legal or financial advice and recognising when this should be provided by a specialist supplier.

Note: the Supplier of this contract may be considered a specialist supplier if the appropriate legal or financial qualifications are held by staff personnel providing specialist advice.

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12. Geographical levels

The Supplier shall provide the Finance, Benefit and Debt Services in the Geographical Location as established in each Call-Off Competition and as will subsequently be set out in the Call-Off Contract.

13. Finance, Benefit and Debt Service Requirements

Ref	Finance, Benefit and Debt Service Requirements
FBD1 Engagement and Relationships	<p>The Supplier must:</p> <p>a. Using detailed sector knowledge, establish by the Call-Off Commencement Date and thereafter maintain relationships with all organisations listed below:</p> <ol style="list-style-type: none"> i. Department of Work and Pensions ii. Local Police and Crime Commissioners iii. Suppliers of statutory provisions, e.g. Her Majesty's Revenue and Customs iv. Registered financial advice Suppliers v. Registered debt management organisations vi. Charities and voluntary organisations vii. Community Rehabilitation Service Suppliers, e.g. dependency and recovery services, education, training and employment services and accommodation services viii. Mentoring services within the community ix. HMPPS banking leads (delivering the Prisoner Banking Programme) x. Mentoring services within custody <p>b. have a working understanding of the eligibility criteria that will allow Person(s) on Probation/Person(s) in Prison to access services provided by such organisations.</p> <p>c. maintain an up-to-date record of service offerings from the above organisations, specifically the availability of appointments that are accessible to Person(s) on Probation/Person(s) in Prison.</p> <p>d. engage with such organisations to maintain good working relationships throughout the duration of the contract</p> <p>The Supplier accepts and acknowledges the benefits to the Person(s) on Probation/Person(s) in Prison of ensuring the provision of Finance Benefit and Debt Services are provided collaboratively within a network of other similar service provision; and more particularly, the Supplier must prioritise supporting Person(s) on Probation/Person(s) in Prison in obtaining Activities FBD2-FBD5 from the organisations cited in this FBD1 if any of the below criteria are met:</p> <ol style="list-style-type: none"> 1. A statutory provision is available within a wait time deemed reasonable by the Probation Practitioner 2. The Person(s) on Probation/Person(s) in Prison has specialised needs, and would benefit from a service offered by an organisation with expertise in that area 3. A Person(s) on Probation/Person(s) in Prison has undertaken activities prior to release and will benefit from continuity of service delivery.
FBD2 Core Activities – Low Complexity	<p>For those subject to a Community Sentence or Suspended Sentence Order or as a mandated Licence or Post Sentence Supervision, the Supplier must provide the following Activities and deliver all those Activities applicable to each Person(s) on Probation as set out in each Person(s) on Probation Action Plan and which are tailored for each Person(s) on Probations specific needs and Complexity Level:</p> <p>a) Support and Advocacy to enable Person(s) on Probation to claim the correct benefits, gain access to all relevant entitlements and manage under/over payments.</p>

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	<p>b) <u>Support</u> Person(s) on Probation to obtain or find a national insurance number, personal photo identification, birth certificate or other documentation.</p> <p>c) <u>Support</u> and <u>Advocacy</u> to open accounts with the bank, post office, credit union or other similar organisations.</p> <p>d) <u>Support</u> and <u>Advocacy</u> to enable Person(s) on Probation to access banking and other financial institutions, and to develop online banking skills.</p> <p>e) <u>Advice</u> and <u>Guidance</u> on statutory and non-statutory service provision within the Local Authority and support the Person(s) on Probation to sustain engagement with such Suppliers.</p> <p>f) <u>Advice</u> and <u>Guidance</u> to ensure that finances, benefits, debt do not prevent Person(s) on Probation from accepting job opportunities</p> <p>g) <u>Support</u> to develop a personalised budget, noting all financial commitments (including all relevant joint financial commitments), including but not limited to: council tax, utility bills, mobile phone contracts, tax, self-employment and mortgages.</p> <p>h) <u>Support</u> Person(s) on Probation to develop a personalised debt management plan, identifying and prioritising debts and taking into account existing repayment plans and Person(s) on Probation finance and benefits.</p> <p>i) <u>Advocacy</u> on behalf of the Person(s) on Probation to negotiate with creditors or support to source appropriate representation at courts or tribunals.</p> <p>The Supplier shall use best endeavours to deliver the Sessions so that the Person(s) on Probation can access them within the identified location, taking into account geographical restrictions, within the Geographical Location(s)</p>
<p>FBD3</p> <p>Core Activities - Medium Complexity</p>	<p>For those subject to a Community Sentence or Suspended Sentence Order or as a mandated Licence or Post Sentence Supervision, the Supplier must provide, in addition to the Activities in FBD2 the following Activities and deliver all those Activities applicable to each Person(s) on Probation as set out in each Person(s) on Probation Action Plan and which are tailored for each Person(s) on Probations specific needs and Complexity Level.</p> <p>a) <u>Advice</u> and <u>Guidance</u> that increases the Person(s) on Probations understanding of loans, including pay-day loans and universal credit sanctions</p> <p>b) <u>Design</u> and <u>Deliver</u> training that will develop a Person(s) on Probations financial literacy, including budgeting and personal financial management.</p> <p>c) <u>Advice</u> and <u>Guidance</u> on how to adhere to a debt management plan.</p> <p>d) <u>Support</u> and <u>Advocacy</u> by referring and/or booking appointments on behalf of the Person(s) on Probation with organisations listed in <i>FBD1-A</i>, and follow up with Person(s) on Probation after an appointment</p> <p>e) <u>Support</u> and <u>Advocacy</u> to lodge an appeal against benefits sanctions or underpayments in line with government guidelines (https://www.gov.uk/appeal-benefit-decision)</p> <p>f) <u>Advice</u> and <u>Guidance</u> on how to avoid incurring benefits sanctions.</p> <p>The Supplier shall use best endeavours to deliver the Sessions so that the Person(s) on Probation can access them within the identified location, taking into account geographical restrictions, within the Geographical Location(s)</p>
<p>FBD4</p> <p>Core Activities –</p>	<p>For those subject to a Community Sentence or Suspended Sentence Order or as a mandated Licence or Post Sentence Supervision, the Supplier must provide, in addition to the Activities in FBD2 and FBD3 the following Activities and deliver all those Activities applicable to each Person(s) on Probation as set out in each Person(s) on Probation Action Plan and which are tailored for each Person(s) on Probations specific needs and Complexity Level.</p>

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<p>High Complexity</p>	<p>a) <u>Support</u> and <u>Advocate</u> for Person(s) on Probations to address complex debt issues which may require legal or financial advice, including but not limited to:</p> <ul style="list-style-type: none"> i. Obtaining legal aid; ii. Dealing with court fines; and iii. Filing bankruptcy or other insolvency. <p>b) Where the Supplier does not have access to Supplier Personnel with certified skills as outlined in 10F, the Person(s) on Probation shall require <u>Support</u> and <u>Advocacy</u> to access and engage with specialist services, by referring and/or booking appointments on behalf of the Person(s) on Probation with and follow up with Person(s) on Probation after an appointment</p> <p>The Supplier shall use best endeavours to deliver the Sessions so that the Person(s) on Probation can access them within the identified location, taking into account geographical restrictions, within the Geographical Location(s)</p>
<p>FBD5</p> <p>Custody Delivery</p>	<p>For those subject to a Custodial Sentence and where relevant, unsentenced Person(s) in Prisons, deliver any combination of the Activities listed below (a-h) to each Person(s) in Prison as set out in each Person(s) in Prison Action Plan and which are tailored for each Person(s) in Prisons specific needs.</p> <ul style="list-style-type: none"> a. <u>Advice</u> and <u>Guidance</u> to understand all benefit activity undertaken by the Supplier and other prison based services such as DWP, resettlement services, Accommodation and Personnel Wellbeing Suppliers etc, to ensure that benefits are in place on release. b. <u>Support</u> and <u>Advocacy</u> to coordinate activity for Person(s) in Prison's to access correct benefits and other entitlements on release c. <u>Support</u> and <u>Advocacy</u> to manage benefit and other entitlement under/over payments d. <u>Advice</u> and <u>Guidance</u> to understand all debt management advice and guidance given to Person(s) in Prison whilst in custody (both Supplier and other prison based services) and update the Community Probation Practitioner/Resettlement Team about what actions have taken to place to minimise and reduce levels of debt. e. <u>Advice</u> and <u>Guidance</u> on urgent debt matters, prior to release including supporting a handover to community CRS Supplier or community based provision such as Citizen Advice Bureau and Debt Management help line etc prior where required f. <u>Support</u> Person(s) in Prison to obtain or find a national insurance number, personal photo identification, birth certificate or other documentation. g. <u>Support</u> and <u>Advocacy</u> to open accounts with the bank, post office, credit union or other similar organisations. h. <u>Design</u> and <u>Deliver</u> training provision of peer mentors within custody. <p>NOTE: there is a dependency on the Authority to engage with prisons within the region to accommodate the training sessions.</p>
<p>FBD6</p> <p>Estate and Location Requirements</p>	<p>Notwithstanding any specific requirements regarding facilities or estates as may be contained within this Call-Off Schedule 2.1 (Call-Off Services Description), the Framework Agreement or otherwise, the Supplier shall ensure that it is able to maintain a physical presence within any such community location within any Probation Delivery Unit, as identified by the Customer as applicable for this Call-Off Contract. The Supplier shall be able to maintain a physical presence to ensure that all appointments or activities that require face to face interaction are provided in a safe, secure and appropriate setting with all due regard to the requirements and needs of the Person(s) on Probation and the nature of the Services. The Supplier shall also ensure it</p>

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	<p>maintains a physical presence in those custodial establishments listed as mandatory within Part C.</p> <p>Without prejudice to the generality of the foregoing, the Supplier shall ensure adherence with G18.</p>
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PART C – Mandated Delivery Locations

Police and Crime Commissioners	Probation Delivery Unit	List of Mandatory Delivery Locations together with a prioritised list of desirable locations - Community	List of Mandatory Delivery Locations together with a prioritised list of desirable locations – Custody
Lot 1 – Avon and Somerset	<ul style="list-style-type: none"> Somerset Bath and North Somerset Bristol and South Gloucestershire 	Mandatory Locations: Bridgwater Taunton Yeovil Frome Weston-super-Mare Bath Bristol Kingswood/Staple Hill North Bristol including Southmead	Mandatory Locations: HMP Bristol
		Prioritised Desirable Locations: Chard South Bristol/Knowle	Prioritised Desirable Locations: HMP Leyhill

Suppliers will acknowledge that the locations in PART C (Mandated Delivery Locations) are vulnerable to change, specifically the list may change in the event of a location closing or opening and these will be discussed with the Supplier. The Authority acknowledges that co-location within Authority Premises may be possible throughout the Contract Term. If such possibilities arise, any estate costs included in Schedule 7.1, Annex A will be reviewed by both the Supplier and the Authority, and any identified cost savings must be re-invested into the delivery of Activities to Person(s) on Probations/Person(s) in Prisons. Such types of events will constitute a Contract Change and Schedule 8.2 (Change Control Procedure) shall apply.

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SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

1. CALL-OFF CONTRACT PERFORMANCE INDICATORS

- 1.1 The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in Appendix 1 to this Schedule 2.2 (Call-Off Performance Levels).

2. BEDDING IN PERIOD

- 2.1 For the purposes of Paragraph 1.6 of Schedule 2.2 (Performance Levels) of the Framework Agreement, the bedding in period shall be a period of six (6) months following the Call-Off Commencement Date with regards to Service Levels, SL1 and SL5.

3. CONTRACTUAL COMPLIANCE

- 3.1 The delivery of the Services shall be assessed through the Authority's contract management compliance methodology.
- 3.2 The Authority's Contract Management Team (CMT) shall have oversight and governance responsibility for carrying out contractual compliance throughout the Call-Off Term.
- 3.3 The Authority shall issue the CMT's terms of reference to the Supplier from time to time provided that it shall generally adhere to the following principles:
- a) Compliance work will, where appropriate consist of identification of a number of sources of data including but not limited to end of service reports, case reviews, interviews, performance data, management information, analysis of policies and visits;
 - b) Findings shall, where appropriate, be evidenced by results from more than one (1) source of data to ensure a robust process;
 - c) Compliance work will be based on samples in areas identified within 3.3(a) above as requiring additional assurance.
- 3.4 The Authority will assess in each case whether the Supplier is providing the Services in accordance with:
- a) all applicable Laws and contractual obligations;
 - b) the Probation Instructions and any associated guidance issued by the Authority from time to time and/or evidence-based practice;
 - c) any Good Industry Practice.

- 3.5 In considering the experience of the Person on Probation, the Authority shall be entitled to specify the contract compliance questions utilised by the Supplier from time to time.

4. OPERATIONAL ASSURANCE

- 4.1 The Authority shall use the Authority's operational assurance methodology as set out in Appendix 2 to Schedule 2.2 (Performance Levels) of the Framework Agreement, by giving no less than 3 months written notice to the Supplier, in relation to the commencement of monitoring the Quality Measures outlined in this Schedule 2.2 Appendix 1.

5. IMPROVEMENT PLAN

- 5.1 If the level of performance of the Supplier, during a Measurement Period is below the Trigger Level, or if concerns are identified through the compliance activities in 3.3 above, or the provision of service is not in accordance with 3.4 above then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement.

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APPENDIX 1

CALL-OFF CONTRACT PERFORMANCE INDICATORS

Framework Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Target Performance Level	Trigger Level
SL1 -Supplier Assessment Appointment offered to Referred Service Users	<p>The percentage of Referred Service Users where a Supplier Assessment Appointment was scheduled to take place within ten (10) Working Days of Referral.</p> <p>For the avoidance of doubt any Call-Off Contract Performance Indicator shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.</p>	<p>Reported for each Service Period</p> <p>Measurement Period–No more frequently than Quarterly</p>	95%	85%
SL5 - Intervention Appointment attended by Service User	<p>The percentage of Referred Service Users assessed as suitable who have attended, over the course of their Intervention;</p> <ol style="list-style-type: none"> 1. the Intervention Commencement Appointment (i.e. the first one after the Supplier Assessment Appointment); or 2. any other Intervention Appointment. <p>within twenty (20) Working Days of the Action Plan being approved by the Probation Practitioner.</p> <p>For the avoidance of doubt any Call-Off Contract Performance Indicator</p>	<p>Reported for each Service Period</p> <p>Measurement Period–No more frequently than Quarterly</p>	90%	80%

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	shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.			
QM1 - Quality of delivery of intervention: provision enables Service Users to make progress in addressing their offending related needs and achievement of Agreed Outcomes	<p>The Audit Score (calculated in accordance with Appendix 2 of this Schedule 2.2 (Performance Levels)) in respect of the assessment of whether sufficient interventions of appropriate quality delivered in a manner that</p> <ul style="list-style-type: none"> a. enables Referred Service Users to make progress in addressing their offending related needs; and b. the Agreed Outcomes in each Service User's Action Plan are sufficiently achieved 	<p>Reported for each Service Period</p> <p>Measurement Period – annual</p>	Green	Red
QM2 - Quality liaison with Responsible Officer: supports offender management, risk management, enforcement, and sentence delivery	The Audit Score (calculated in accordance with Appendix 2 of this Schedule 2.2 (Performance Levels)) in respect of the assessment of whether liaison with Responsible Officers supports offender management, risk management, enforcement and sentence delivery.	<p>Reported for each Service Period</p> <p>Measurement Period – annual</p>	Green	Red

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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:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	{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.

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SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

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

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

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

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

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

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	07/12/22	{REDACTED}	Until contract award
2	07/12/22	{REDACTED}	Until contract award
3	07/12/22	{REDACTED}	Until contract end date
4	07/12/22	{REDACTED}	Until contract end date
5	07/12/22	{REDACTED}	Until contract end date

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- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contractor in Call-Off Contract / Key Role in Delivery of the Services	Credit Rating Threshold
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}

SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

1. INTRODUCTION

1.1 This Schedule is split into two (2) Parts:

1.1.1 Part A - which:

- (a) defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
- (b) sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
- (c) identifies the Milestones (and associated deliverables) including the Key Milestones.

1.1.2 Part B – which sets out:

- (a) the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate; and
- (b) the consequences of any failure to meet a Milestone by the Milestone Date.

1.2 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

PART A

IMPLEMENTATION

1. IMPLEMENTATION

- 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.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights).
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
- a) incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
 - b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
 - c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
 - d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
 - f) is produced using a software tool as specified, or agreed by the Customer.
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
- a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
 - i. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
 - ii. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
 - iii. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
 - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.
- 1.6 All changes to the Implementation Plan shall be subject to the Change Control Procedure or other routes agreed by the customer provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 36 (Customer Cause)).

2. COMPLETION OF THE IMPLEMENTATION PLAN

- 2.1 The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.
- 2.2 The Customer shall monitor the Supplier's performance of the Implementation Plan and issue any Milestone Achievement Certificates in accordance with the provisions of Part B of this Schedule 6.1 (Call-Off Implementation).
- 2.3 The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

PART B

MILESTONE ACHIEVEMENT

1. ACHIEVEMENT OF MILESTONES

- 1.3 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 1.4 The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.3 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
- 1.5 The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 1.6 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
- 1.7 Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

2. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE

- 2.1 The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- a) the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.3 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
 - b) performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
- 2.2 Payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing).
- 2.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.
- 2.4 The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
- a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and

- b) where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

3. RISK

3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- a) operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
- b) affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.

3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

- a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Customer Requirements;
- b) the Services are implemented in accordance with this Call-Off Contract; and
- c) each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.

4. MISSED MILESTONE DATE(S)

4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.

4.2 If a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.

4.3 Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:

- a) issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
- b) claim a Delay Payment in accordance with the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
- c) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
- d) regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or
- e) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

5. DELAYS DUE TO CUSTOMER CAUSE

If the Supplier has failed to achieve the Milestone 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.

ANNEX 1

IMPLEMENTATION PLAN

KEY MILESTONE REFERENCE	Key Implementation Milestone	Milestone Completion Date	Acceptance Criteria
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}

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
N/A							

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}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}	{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:

1.1.1 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 for each Call-Off Contract Year shall be as set out below

TABLE 1 – Lot 1 – Avon and Somerset	
Call-Off Contract Year	Fixed Price (£ excluding VAT)
Contract Year 0 (Implementation)	{REDACTED}
Contract Year 1	{REDACTED}
Contract Year 2	{REDACTED}
Contract Year 3	{REDACTED}
Extension Period 1 (Contract Year 4)	{REDACTED}

2.2 The Supplier must deliver the maximum volume of Units as set out in the Financial Model for each Call-Off Contract Year for the Fixed Prices set out above.

2.3 Where the Customer requires volume greater than maximum volume as set out in Clause 8 of Schedule 2.1 - Call-Off Service Description for any Call-Off Contract Year, the Customer shall be entitled to issue a Contract Change for the increased volume. The principles set out in paragraph 3.2 and 55 of Schedule 8.2 (Change Control Procedure) shall apply to any change to the Charges resulting from the Contract Change and the parties agree that:

2.3.1 any additional resource requirements must not be greater than the charge for equivalent resource as set out in the Financial Model;

2.3.2 any additional other costs must not be more than a proportionate increase of the volume to the corresponding costs in the Financial Model; and

2.3.3 the Supplier's profit must not exceed the Anticipated Supplier Profit/Surplus for the relevant Call-Off Contract Year, as set out in the Financial Model for each Call-Off Contract Year

2.4 At the end of each applicable period, the Customer shall report to the Supplier setting out the volume of Services provided by the Supplier to the Customer during such period (the "**Volume Report**").

2.5 Where the Call-Off Contract expires or terminates part way through the Call-Off Contract Year

or part way through the month a pro rata amount of the Fixed Charges shall be payable.

2.6 Where the fixed price for Implementation is not fully utilised during the Implementation Period, the Supplier must re-invest the unused amounts into Front Line Service Delivery for Contract Year 1, as evidenced in Sheet A in Annex 1 Financial Model.

2.7 If the actual profit does exceed 5% throughout the duration of the contract then any additional profit will be reinvested into the service delivery, this will be agreed with The Authority.

3. **PERFORMANCE PAYMENTS**

3.1 There will be no Retained Percentage for this Call-Off Contract.

4. **PAYMENT - IMPLEMENTATION SERVICES**

4.1 The Charges under this Call-Off Contract payable for the Implementation Services are calculated as the total Implementation Cost divided by the Implementation Period and will be payable on a monthly basis from the Call-Off Effective Date. Therefore, the invoice to be submitted by the Supplier in accordance with paragraph 5.2 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement shall be for a sum equal to 1/4qtr of the Fixed Price for Contract Year 0 (Implementation) set out above.

5. **PAYMENT CONTRACT YEARS 1, 2 AND 3 AND EXTENSION PERIOD 1.**

5.1 The invoice to be submitted by the Supplier in accordance with paragraph 5.2 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement and shall be:

5.1.1 Contract year 1 – shall be paid on a monthly fixed payment fee in line with the call-off commencement date.

5.1.2 Contract year 2 and subsequent years – shall be paid on a monthly basis split equal by 1/12th of the annual contract value set out above.

6. **DELAY PAYMENTS**

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

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ANNEX 1

FINANCIAL MODEL

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

ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

ENTITY	Credit Rating (long term)	Credit Rating Threshold
N/A		

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 Annex 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

TITLE	CONTENT	FORMAT	FREQUENCY
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}
{REDACTED}	{REDACTED}	{REDACTED}	{REDACTED}

APPENDIX 2

REPORTS

Regular reports

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

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in Schedule 22 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As described in Schedule 22 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	Every 3 months
Charges	Total Charges Actual Supplier Profit/Surplus Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)

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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 61 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 81 (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 24 (Information, Security and Assurance)	As described in Schedule 24 (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 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1**CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

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

a) **Service Management Board**b) {REDACTED}**Contract Strategy Board**

Customer members of Contract Strategy Board	{REDACTED} {REDACTED}
Supplier members of Contract Strategy Board	{REDACTED}
Start date for Contract Strategy Board meetings	{REDACTED}
Location of Contract Strategy Board meetings	{REDACTED}

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	{REDACTED}
Location of Change Management Board meetings	{REDACTED}

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:

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Customer attendees for annual review meeting	{REDACTED}
Supplier attendees for annual review meeting	{REDACTED}

SCHEDULE 9.1 STAFF TRANSFER

1. DEFINITIONS

In this Schedule, the following definitions shall apply:-

"Former Supplier"	means a supplier supplying services or discharging grant obligations to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor or any other sub-contractor within the Former Supplier's supply chain)
"New Fair Deal"	<p>means the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for staff pensions: staff transfer from central government</i>" issued in October 2013 including:-</p> <p>(a) any amendments to that document immediately prior to the Relevant Transfer Date and</p> <p>(b) any similar pension protection in accordance with the Annexes D1-D2 inclusive to Error! Reference source not found. of Schedule 9.1 (Staff Transfer) as notified to the Supplier by the Customer</p>
"Notified Sub-contractor"	means a Sub-contractor identified in Schedule 9.1 (Call-Off Staff Transfer) to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Call-Off Commencement Date where the incumbent Former Supplier becomes the Supplier or a Sub-contractor of the Supplier under the Call-Off Contract
"Relevant Transfer"	means a transfer of employment under a Staff Transfer Scheme and/or to which the Employment Regulations applies
"Replacement Sub-contractor"	means a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor)
"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor

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"Staff Transfer Scheme"	means a staff transfer scheme made pursuant to Schedule 1 of the Offender Management Act or pursuant to any other power vested in the Authority;
"Staffing Information"	<p>means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format if required:-</p> <ul style="list-style-type: none">(a) their ages, job title, dates of commencement of employment or engagement, gender and place of work(b) details of whether they are employed, self employed contractors or consultants, workers, agency workers or otherwise(c) the % of time they spend engaged in the provision of the Service (or part thereof) transferring(d) the identity of the employer or relevant contracting Party(e) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments(f) their wages, salaries, bonuses and profit sharing arrangements as applicable(g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them(h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims)(i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence(j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) and(k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations
"Statutory Schemes"	means the CSPS or the LGPS;

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"Supplier's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier or any Sub-contractor of the Supplier (or any Sub-contractor of any such Sub-contractor)
"Transferring Former Supplier Employees"	means in relation to a Former Supplier, those employees of the Former Supplier identified by the Customer as Transferring Former Supplier Employees who transfer via a Relevant Transfer on the Relevant Transfer Date
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-contractors to whom a Staff Transfer Scheme and/or the Employment Regulations will apply on the Service Transfer Date

2. INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

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PART A – not used

PART B – not used

Part C

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
- 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
- 1.4.2 such offer has been made but not accepted; or
- 1.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer or Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4, such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall: (a) comply with such obligations as may be imposed upon it under Law; and (b) comply with the provisions of Part D and its Annexes of this Staff Transfer Schedule if notified by the Customer to do so.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Customer and any Former Supplier, against any Employee

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Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

2.4.1 shall not apply to:

(a) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor;
or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call-Off Commencement Date.

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PART D – may apply to this Call-Off Contract

PART E

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that:

1.1.1 within twenty (20) Working Days of receipt of a written request of the Customer at any time; and/or

1.1.2 within twenty (20) Working Days of the earliest of:

- (a) receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or
- (b) receipt of the giving of notice of early termination or any Partial Termination of the Call-Off Contract; or
- (c) the date which is twelve (12) months before the end of the Call-Off Term or, if the Call-Off Term is less than 12 months the date which is six (6) months before the end of the Call-Off Term,

it shall provide in a suitably anonymised format so as to comply with the DPA 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List, and it shall provide an updated Supplier's Provisional Supplier Personnel List and updated Staffing Information at such intervals as are reasonably requested by the Customer.

1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-contractor:

1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.2 the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;

1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

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- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Customer or, at the direction of the Customer any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Call-Off Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
- 1.6.2 the percentage of time spent by each individual engaged in providing the Services;
- 1.6.3 the extent to which each individual qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to **Error! Reference source not found.** (Pensions) of this Schedule 9.1 (Staff Transfer) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each individual by location.

- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay;
- 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
- 1.7.7 a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
- 1.7.8 bank/building society account details for payroll purposes.

2. EMPLOYMENT EXIT PROVISIONS

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the Customer may make a Staff Transfer Scheme which may apply on termination or part termination of the Call-Off Contract, for whatever reason. The Customer and the Supplier also acknowledge that the Employment Regulations may apply on termination or part termination of the Call-Off Contract for whatever reason, as well as or instead of a Staff Transfer Scheme, and this Paragraph 2 shall be read accordingly. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or Partial Termination of the Call-Off Contract or otherwise) resulting in the Services or part thereof being undertaken by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of a Staff Transfer Scheme and/or the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Customer, a Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under a Staff Transfer Scheme and/or the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Customer, a Replacement Supplier and/or Replacement Sub-contractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any failure by the Supplier or any Sub-Contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-Contractor on request;

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- 2.3.5 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or any Sub-contractor to the Customer and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.6 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
- 2.3.7 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of the Call-Off Contract and/or a Staff Transfer Scheme and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer, a Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Customer, a Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Customer's failure, a Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under a Staff Transfer Scheme and/or the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Customer, a Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall, or shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Customer, a Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

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- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Customer shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from their employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved,
- the Customer may, or shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Customer, a Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Customer, a Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Customer takes, a Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor; or
- (b) any claim that the termination of employment was unfair because the Customer, a Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Customer, a Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Customer, a Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under a Staff Transfer Scheme and/or the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case

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are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- 2.11.1 the Supplier and/or any Sub-contractor; and
 - 2.11.2 the Customer and/or the Replacement Supplier and/or the Replacement Sub-contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, support a smooth and timely transfer and promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations and/or such consultation as the Customer deems necessary. The Customer shall, or shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
- 2.14 Subject to Paragraph 2.15, the Customer shall, or shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.14.1 any act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
 - 2.14.2 the breach or non-observance by the Customer and/or a Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Customer and/or Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
 - 2.14.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.14.4 any proposal by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Customer and/or Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.14.5 any statement communicated to or action undertaken by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- 2.14.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Sub-contractor, to the Customer, Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.14.7 a failure of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.14.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.15 The indemnities in Paragraph 2.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under a Staff Transfer Scheme and/or the Employment Regulations.

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

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

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

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

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

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

See Appendix D – DF Personal Data Map