

CALL-OFF CONTRACT

CONTENTS

Call-Off Order Form

Schedule 2.1 (Call-Off Services Description)

Schedule 2.2 (Call-Off Performance Levels)

Schedule 2.5 (Call-Off Insurance)

Schedule 3 (Call-Off Customer Responsibilities)

Schedule 4.1 (Call-Off Supplier Solution)

Schedule 4.2 (Call-Off Commercially Sensitive Information)

Schedule 4.3 (Call-Off Sub-contracting)

Schedule 6.1 (Call-Off Implementation)

Schedule 6.2 (Call-Off Software)

Schedule 7.1 (Call-Off Charges and Invoicing)

Schedule 7.4 (Call-Off Financial Distress)

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

Schedule 8.1 (Call-Off Governance)

Schedule 9.1 (Call-Off Key Personnel)

Schedule 10 (Call-Off Processing Personal Data)

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on 14/02/2023 ("**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 (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services. [insert date] the Secretary of State for Justice (the "Authority") advertised in the Official Journal of the European Union (reference [insert OJEU number]), 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 15/10/2018 (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

CALL-OFF ORDER FORM

Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.

- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.

2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).

2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").

2.4 The Supplier acknowledges that it has advised the Customer in writing of:-

2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;

2.4.2 the actions needed to remedy each such unsuitable aspect; and

2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.

2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.

2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ
2.	Supplier	Name: Third Sector Consortia LLP or '3SC' Address: Greenwich Centre, 12 Lambarde Square, Greenwich, SE10 9GB Company Number: OC347365
3.	Call-Off Commencement Date	15/05/2023

CALL-OFF ORDER FORM

4.	Call-Off Expiry Date	14/05/2025			
5.	Customer Representative (Clause 13.6.2)	[Redacted] – Contract Management			
6.	Supplier Representative (Clause 13.6.2)	[Redacted]			
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).			
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:			
		Framework Agreement Clause number	Applies	Disapplies	Consequence
		9 (Implementation)		Disapplies – see Special Term 26E below.	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)	Applies – see Special Term 26C below.		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
		16.7 to 16.10 (Key Personnel)	Applies		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
		32 (Remediation Plan Process)	Applies		

CALL-OFF ORDER FORM

		33 (Delay Payments)		Disapplies																													
		35 (Step-In Rights)		Applies																													
		Schedule 7.2 (Payments on Termination)	Applies		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what																												
9. Tiering	<p>This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this CallOff Contract shall be applied accordingly.</p> <table border="1"> <thead> <tr> <th>Provision</th> <th>Tier One</th> <th>Tier Two</th> <th>Tier Three</th> </tr> </thead> <tbody> <tr> <td>Schedule 7.4 (Financial Distress)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 7.5 (Reports, Records and Audit Rights)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.1 (Governance)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.2 (Change Control)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 8.5 (Exit Management)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td> <td></td> <td></td> <td>X</td> </tr> </tbody> </table>					Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)			X	Schedule 7.5 (Reports, Records and Audit Rights)			X	Schedule 8.1 (Governance)			X	Schedule 8.2 (Change Control)			X	Schedule 8.5 (Exit Management)			X	Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
Provision	Tier One	Tier Two	Tier Three																														
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Schedule 8.5 (Exit Management)			X																														
Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X																														
10. Charges	<p>The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model. The Pricing Adjustment Mechanism (PAM) is disapplied.</p>																																
11. Customer Responsibilities	<p>The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.</p>																																

12. Standards For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S1.

CALL-OFF ORDER FORM

13. Security For the purposes of Schedule 2.4 (Information Security and Assurance) this Call- Off Contract shall be S1. 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).

If the Authority, at its sole discretion, determines additional Information Assurance is required of the Supplier of this contract at any stage during the contract term, the Supplier may be required to comply with Service Level 2 (SL2) of Schedule 2.4.

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 **Information** Call-Off Contract

15. Sub-contracting The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.

16. Software The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.

17. Payments on Termination The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.

18. Financial Distress The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off **Distress** 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 **Management** 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) Schedule 9.1C (North Wales, Dyfed-Powys and Gwent) shall apply to this contract. **23. Guarantee** N/A

24. Personal Data The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.

25. Notice provisions (Clause 46.4)

	Supplier	Customer
Contact	[Redacted]	Regional Business Partner
Address	Greenwich Centre, 12 Lambarde Square, Greenwich, London SE10 9GB	102 Petty France SW1H 9AJ
Email	[Redacted]	[Redacted]

26A Special Terms

1. OPTION TO EXTEND

Additional 1.0 At the end of the initial contract term, two (2) years, the Customer shall have **Clauses** an option to extend the Call-Off Contract to facilitate continued service **Extension** delivery. **Options)**

1.1 The extension period shall be a period of twelve (12) months in length.

		<p style="text-align: center;">CALL-OFF ORDER FORM</p> <p>1.2 For the avoidance of doubt, the extension shall be on the same terms as currently provided for in this Call-Off Contract.</p> <p>1.3 The Customer shall communicate to the Supplier no later than one (1) month before expiry of the initial term its decision on whether or not to exercise the option.</p> <p>1.4 The value for such extensions shall not exceed the limits set out in the Public Contract Regulations (PCR) 2015, if any.</p>
26B	<p>Special Terms</p> <p>Additional Definitions (Schedule 1)</p>	<p>In this Call-Off Contract, the following definitions will apply in addition to those set out in Schedule 1 (Definitions) of the Framework Agreement:-</p> <p>"Initial Call-Off Term" means the period from and including the Call-Off Effective Date up until 14/05/2025</p> <p>"PS Region" or "Probation Service Region" 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</p> <p>"Probation Delivery Unit" or "PDU" means an area with a defined geographical boundary within a PS region, where probation services are delivered. These areas were formally known as Local Delivery Unit (LDUs)</p>
26C	<p>Special Term (Schedule 2.2 – Performance Levels: Miscellaneous)</p>	<p>While Schedule 2.2 of the Framework Agreement (Performance Levels) shall apply to this Call-off Contract, the following provisions of that Schedule shall not apply:</p> <p>Clause 1.6</p> <p>Appendix 2 – Assessing Quality and Operational Assurance</p>
26D	<p>Special Term (Contract Change Procedure Schedule 8.2)</p>	<p>The provisions of Schedule 8.2 shall apply in whole save for application to the variation of Milestones or Transition Activities. This includes any variation to the Milestone/Transition Activity reference, evidential requirements and any weightings. It shall also include where a Milestone/Transition Activity is added or deleted.</p> <p>In this event, it will be sufficient for the Parties to confirm in writing their accession to the changes. For the avoidance of doubt, no formal change procedure will be necessary for these changes.</p>
26E	<p>Special Term (Mobilisation)</p>	<p>1. IMPLEMENTATION</p> <p>1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Supplier's Implementation Plan. This consists in completing all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date.</p> <p>1.2 The Supplier shall, during the Implementation Period, provide the Customer with a weekly update and meeting unless the Customer, in its discretion, believes more or less frequent updates are required.</p> <p>a) includes (as a minimum) the Supplier's proposed timescales in each of the Activities;</p> <p>2. COMPLETION OF THE IMPLEMENTATION ACTIVITIES</p>

CALL-OFF ORDER FORM

2.1

The Supplier shall ensure the Implementation Services and completion of milestones are completed in full by the end of the Implementation Period.

CALL-OFF ORDER FORM

2.2

The provisions of Paragraph **Error! Reference source not found.** of Part B shall apply in respect of any failure to meet the Mobilisation Activities.

PART B

Mobilisation Activity Achievement

3.

ACHIEVEMENT OF ACTIVITY

3.1

Once the Supplier considers it has completed an Activity (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.

3.2

Any Disputes between the Customer and the Supplier regarding the Achievement of Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

4.

MISSED ACTIVITIES

4.1

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

4.2

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

- a) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
- b) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

4.3

If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Activity not being Achieved.

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.

CALL-OFF ORDER FORM

<p>26F Special Term</p> <p>(Price Variation Option)</p>	<p>1. PRICE VARIATION</p> <p>2. The Authority shall have the option, in its absolute discretion, to increase the value of the contract and the charges payable to the Supplier if one or more of the following conditions precedent or thresholds is exceeded:</p> <p align="center">(i) Where the number of referrals made to the Supplier for direct engagement with People on Probation has meant the caseload has exceeded 80 in Year 1; has exceeded 80 in Year 2; or has exceeded 80 in Year 3.</p>
	<p>3. 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 one or more of the aforesaid conditions precedent have been triggered.</p> <p>4. 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.</p> <p>5. Any increase in price shall follow the Change Control Procedure outlined in Schedule 8.2 of the Framework Agreement.</p> <p>6. This price variation clause is made in observation of Regulation 72(1)(a) of the PCR 2015.</p>
<p>26G Special Term</p> <p>(Staff Transfer Schedule)</p>	<p>Schedule 9.1C (North Wales, Dyfed-Powys and Gwent) shall apply to this contract.</p>

CALL-OFF ORDER FORM

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

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

[Redacted]

.....
Signature

[Redacted]

.....
Name (block capitals)

Commercial Specialist

.....
Position

Feb 17, 2023

.....
Date

SIGNED for and on behalf of
Third Sector Consortia LLP

[Redacted]

..... [Redacted]

Signature

[Redacted]

.....
Name (block capitals)

Head of Programmes

.....
Position

Feb 17, 2023

.....
Date

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SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

See Appendix A – Schedule 2.1 (Services Description)

CALL-OFF

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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 Clause 1.6 of Schedule 2.2 (Performance Levels) Framework Agreement the bedding in period shall be six (6) months.

3. CONSEQUENCES OF FALLING BELOW THE TRIGGER LEVEL

3.1 Without prejudice to the other rights and remedies available to the Customer, any failure to reach the Target Performance Levels set out in Appendix 1 (below) shall constitute an Improvement Notice Trigger (in line with Clause 31 of the Framework Agreement).

3.2 The Customer shall have the option, as frequently as it sees fit and in its absolute discretion, to sample qualitatively the services being delivered. The exact methodology and approach adopted by the Customer shall be disclosed to the Supplier before a sample takes place.

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2.2 PERFORMANCE LEVELS

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 - Acceptance of Referrals	The percentage of referred People on Probation whose referrals were accepted within five (5) working days from the date of the request.	Monthly (the last working day of the month)	95%	90%
SL2 – Initial Engagement Appointments	The percentage of those referred who received a service (directly or indirectly) within ten (10) working days of acceptance.	Monthly (the last working day of the month)	95%	90%
SL3 – Delivery of Staff Awareness Sessions	Percentage of requested staff awareness sessions which were delivered.	Every two months (the last working day of the second month)	95%	90%
QM1 – Service User Confidence	Percentage of Service Users who benefited from the service.	TBC	TBC	TBC

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2.2 PERFORMANCE LEVELS

**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]	[Redacted]

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2.5 INSURANCE

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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>

**DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 3 – CALL-OFF CUSTOMER RESPONSIBILITIES
CALL-OFF SUPPLIER SOLUTION**

See Appendix B – Supplier Solution

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SCHEDULE 4.2

DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 4.2 – CALL-OFF COMMERCIALY SENSITIVE INFORMATION

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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.

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Sub- contractor address	Registered office and company number	Services description	Related product/ Off Contract /	Key Sub- contractor in Call- Rating Delivery of the Services	Credit name and Threshold
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[Redacted]	[Redacted]	<p>Works with many individuals who have a range of different neurodiverse issues including dyslexia, ADHD, ASD/Autism diagnosis, Dyspraxia/DCD, OCD and dyscalculia.</p> <p>Individuals who have had challenges in their workplace, accessing work and training opportunities, organisation skills, communication and conflict difficulties, accessing therapy or support for mental health issues. The approach/activities is bespoke based on a coaching approach to empower the individual to take action through – insight, action and awareness. At the induction discussion takes place around their individual needs and as sessions continue observation is undertaken for other areas of need the individual may not have identified to illuminate and create a plan for support. Activities undertaken depend on the individual needs but I deploy these during and in between sessions to enable individuals to gain the most from their time on the programme.</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as</p>	86
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OFFICIAL SUBJECT TO CONTRACT

			<p>appropriate; Advising on latest specialist tools and interventions/ services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>	
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<p>[Redacted]</p>	<p>[Redacted]</p>	<p>Support participants directly and on behalf of organizations delivering services for The Department for Work and Pensions on contracts such as Dynamic Purchase System (DPS), Work and Health Programme (WHP), Job Entry Target Scheme (JETS), Restart and Access to Work Mental Health Support Service.</p> <p>Support ESFA funded organizations including staff and learners directly and via Building Better Opportunities (BBO) where they regularly support clients with neurodiverse challenges. In addition to this, they work with numerous charities to support staff and clients through the health service offer. Alongside this, They deliver Occupational Health Services and</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that</p>	<p>53</p>
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OFFICIAL SUBJECT TO CONTRACT

		<p>Employee Assistance Programmes to organizations of all sizes.</p> <p>BBO On this contract they provide appropriate advice, assistance and support to adults who have a learning disability and/or autism. During the sessions they identify the needs and the aspirations of people with a learning disability and/or autism, and then plan and deliver an appropriate support programme tailored to their needs.</p> <p>DPS, WHP, JETS and Restart They have a variety of support programmes that are designed specifically to speed up the return to work of unemployed participants by providing workfocused health strategies to manage barriers and succeed in employment longterm, along with increasing confidence, motivation and selfesteem. A large percentage of the thousands of participants they support each year have neurodiverse challenges. They also deliver upskilling workshops to Employment Advisers around best</p>	<p>benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist tools and interventions/ services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>
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		practice and working with neurodiverse participants.		
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OFFICIAL SUBJECT TO CONTRACT

		<p>Access to Work Mental Health Support Service: They provide apprentices and employees with advice and guidance from a mental health specialist to help people 'in work' learn coping mechanisms, build resilience, access therapy or work with their employer to make adjustments to help their mental health and wellbeing at work. This often includes supporting neurodiverse employees to sustain and thrive in employment.</p> <p>Employee Assistance Programmes (EAP): They provide professional 1 to 1 consultations, group workshops, short term counselling, IAG and resources to employees across small organisations to large corporates.</p>	
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[Redacted]	[Redacted]	<p>[Redacted] is a Housing Support Grant Accredited Support Provider delivering innovative housing and support services to homeless and vulnerably housed people. Established in 1978, the organisation is now a major provider with an annual turnover of around £17 million (2020/21). [Redacted] team of over 550 employees work alongside community volunteers and supported service</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access</p>	96
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OFFICIAL SUBJECT TO CONTRACT

		<p>user volunteers to deliver around 100 projects in partnership with 18 Local Authorities in Wales. Work falls into four principal areas:</p> <p>1. Residential supported housing projects, including direct access hostels, emergency night shelters and accommodation for people with specific issues such as substance misuse.</p> <p>2. Floating (Tenancy) support projects in which they support people who have tenancy difficulties, sometimes with a contributing health or other need, and are in danger of losing their homes.</p> <p>3. Prevention or intervention projects supplied through Homelessness Prevention Grant funding which are a broad range of services that prevent homelessness or make life better for homeless people.</p> <p>4. Development and Involvement services, which are embedded in all projects enhancing support through providing opportunities for Service Users to take an active part in their community. These services include those designed to</p>	<p>mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist tools and interventions/ services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>
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OFFICIAL SUBJECT TO CONTRACT

		enable people to move into meaningful activities including		
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		<p>employment and training opportunities.</p> <p>From experience through a number of years of supporting people on probation through BOSS, there are number of challenges they face which impact their rehabilitation. Unlike other disabilities, neurodiversity is not visible and can be dismissed which leads to anxiety, stress and associated mental health issues.</p> <p>Neurodiversity is often undiagnosed, with many individuals not getting the required support whilst they are in custody or upon release. This can often lead to difficulties with communication and can be misinterpreted as challenging behaviour or non compliance. Difficulties with understanding social cues, can lead to misunderstandings and isolation from social relationships.</p> <p>Systems are not set up to accommodate the needs of neurodiverse individuals, especially in statutory settings, which can disadvantage individuals and minimise the chances of progress,</p>		
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		education and employment. Their		
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			<p>needs are not accommodated with materials and paperwork not available in a format which is easily accessible.</p> <p>The spectrum of conditions varies as such that a one size fit approach is not suitable and the time is not invested to know that individual's needs. There is a stigma associated and individuals are reluctant to disclose their condition as they fear it will disadvantage them.</p> <p>For those on probation, the requirement to adhere to licence conditions, attend appointments and follow rules, can be difficult for them to grasp and intentionally they can fall foul and risk being recalled or treated with suspicion, which exacerbates the issue.</p>	
[Redacted]	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>A neuro-diverse specialist coach who integrates</p>	<p>End-to-end delivery to participants to improve their</p>

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	<p>[Redacted]</p>	<p>third wave behavioural therapies into services (more specifically Acceptance and Commitment Therapy).</p> <p>Strong background as an ABA therapist, outdoor pursuit instructor, NLP Practitioner, and MSc in Consumer</p>	<p>copied skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others.</p> <p>Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social</p>
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		<p>Studies enables them to draw from different behavioural disciplines and specialisations when needed.</p> <p>The combination of coaching and ACT means the intervention is very experiential. It's not just talking about problems and feelings. The idea is to work together as a team, to help the participant build the sort of life they want to live. This often involves:</p> <ul style="list-style-type: none"> ● Learning a set of skills to reduce the impact of difficult thoughts or feelings so they can't get in the way of life ● Focus our attention on what really matters to us so participants can fully engage in the activity they are doing ● Clarify how we want to treat ourselves, others and the world around us and use this to guide our actions on a day-to-day basis. <p>Participants will learn to move more flexibly towards the life they want, regardless of how they feel, or what they think. So when difficult things show up they are better equipped to deal with the</p>	<p>interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist tools and interventions/ services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>
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		challenges and to succeed.		
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<p>[Redacted]</p>	<p>[Redacted]</p>	<p>They offer a holistic approach to the provision of support for women, men and families with a wide range of needs – including those who are homeless, have experienced domestic abuse (including physical, sexual or psychological abuse), are recovering their mental health, individuals with substance misuse issues and exoffenders. They aim to ensure the clients can maintain themselves in an independent home within the community.</p> <p>Their schemes vary in nature, they can provide supported housing, support in their own home, refuge and a range of projects and programmes. Each person receiving support has an individually tailored package of support that meets their needs and this enables people to develop the skills and confidence needed to achieve independence from services.</p> <p>The specialist training team</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist</p>	<p>93</p>
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		have over 15 years'	tools and interventions/ services;	
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		<p>experience developing and delivering high quality training courses across Wales.</p> <p>They are recognised experts in the fields of safeguarding, mental health, and violence against women, domestic abuse and sexual violence (VAWDASV). The trainers have vast experience and expertise in working with survivors of violence and abuse and supporting the professionals and organisations who work with them. They develop bespoke training solutions that meet their needs, drawing on evidence-based research and everything they've learnt in many years of practice.</p> <p>VAWDASV, safeguarding, mental health and wellbeing.</p> <p>Recognising abuse and taking action to safeguard individuals is everyone's business – talk to us about:</p> <p>Policy development Working practice</p>	<p>Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>	
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		<p>Training needs analysis and solutions</p> <p>Bespoke training and development</p> <p>The design and development of training solutions to meet organisational need.</p>		
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<p>[Redacted]</p>	<p>[Redacted]</p>	<p>With over two decades experience in a variety of senior leadership roles and 10 years of coaching and leadership development under their belt, they work with individuals, teams and organisations to create sustainable success by giving them the tools, skills and strategies they need to aspire, grow and succeed.</p> <p>They've lent their skills to industries ranging from sport and banking, finance and housing to legal, tech and everywhere in between, working with people at all levels from recent graduates to toplevel CEOs.</p> <p>They're an ILM Level 7 qualified Executive Coach and Leadership Mentor, Career Coach, Member of the Association for Coaching, accredited Resilience at Work® Practitioner and they also hold an ILM</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p> <p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence</p>	<p>81</p>
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		<p>Level 7 Award in Strategic Leadership.</p> <p>They've worked successfully with 3Sc on the national Neuro-Diverse Strategy Coaching Programme.</p>	<p>planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist tools and interventions/services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>
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[Redacted]	[Redacted]	<p>We have delivered various similar projects, including The Welsh Government Employability Skills Programme – aimed at supporting exoffenders to re-enter the labour market – which ran between Sept 2018 and March 2022. They worked closely with the Probation Service and Jobcentres to generate referrals and supported 244 participants in Swansea in the final year of the programme. Over the duration of the contract, They supported 1,153 participants of which 395 were working with the National Probation Service. Overall, 227</p>	<p>End-to-end delivery to participants to improve their coping skills and resilience, to engage with mental health services and comply with treatment and to interact confidently with others. Proven, robust services & activities will enable People on Probation to develop improved self-efficacy, resilience, and an ability to recognise and manage triggers to worsening wellbeing; have an increased ability to build and maintain appropriate; social interactions; increased ability to engage with and access mental health service and comply with medication/ treatment/therapy programmes. Provision supports participants to engage & comply with supervision and/or sentence;</p>	69
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		<p>individuals entered employment via The Mainstream strand (30% outcome rate) and 108 individuals via The probation strand (27% outcome rate).</p> <p>The 'Working on Wellbeing' programme, delivered in partnership with Scope Cymru in Swansea, is an employment training and support programme for disabled people in Wales (including mental health issues). In the last 15 months They have supported 61 participants, with 23 participants (37%) progressing into employment or fulltime education.</p> <p>The WCVA Active Inclusion programmes have has been running since February 2021. To date They have supported 265 participants within Swansea, Neath Port Talbot, and Carmarthenshire aged 25 and over who were long term unemployed (12 months plus) or economically inactive. They provided various training and support to move all participants into employment and volunteering opportunities. They have supported a</p>	<p>Provide higher levels of resettlement needs and difficulties accessing services;</p> <p>Support probation Practitioners & leaders through neurodiversity awareness training activities to enable them to make more informed decisions that benefit fellow staff and programme participants e.g. Case consultation to staff, including advice on engaging and supporting people on their caseload, making adaptations, sentence planning; Reflective group practice sessions for staff, where people can bring cases for discussion and learn from each other; Awareness training to probation staff and/or other providers as appropriate; Advising on latest specialist tools and interventions/ services; Helping practitioners understand what specialist services are available locally, particularly from VCSE organisations; Advising on communication and/or environment adaptations at a strategic and/or office-wide level; Attending multidisciplinary meetings, supporting partnership planning and information sharing; Working towards neurodiverse accreditations.</p>
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		total of 265 participants to date, with 143 gaining positive outcomes		
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		<p>(54%), and 23 participants moving into further learning. They have 60 learners still on programme and at any one time, The active case load was 75 participants.</p> <p>In Kent They deliver the Together With Parents service on behalf of Kent County Council. As of mid-October, They had exceeded 215 referrals, supporting families waiting upon the ND pathway for a potential Autism or ADHD diagnosis. The team of 14 Parenting Support Workers are supporting parents with peer-support groups, Cygnet parenting programmes and support in the family home with resilience, empowerment and reducing the feeling of family anxiety and isolation.</p> <p>[Redacted] is delivering the DWP Restart scheme in Adur and Worthing in partnership with prime provider Fedcap Employment. They opened the Worthing office in June 2021 and in the short time since Restart has commenced, They have seen over 824 customers being welcomed onto the scheme between July 2021 and</p>		
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		October 2022. In October They celebrated The 300th participant		
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		<p>getting back into work.</p> <p>In April 2022 They started delivering Jobs Growth Wales + in Merthyr Tydfil. The programme provides 16–18 year olds who are not in education, employment or training (NEET) with tailored support to ensure they get the help they need to find employment or training. All young people receive individualised support, which includes employer work placements, work trials, community projects, voluntary work, centre-based learning opportunities along with wage subsidised employment. Since April They have supported 74 young people.</p> <p>[Redacted] delivered the NPT Families First Early Intervention and Prevention Service (Specialist Behaviour Support) from 2015-18. They supported 144 families in the final year. 92.6% of participants successfully completed the programme (with successful outcomes). 100% of The referrals were responded to within agreed</p>		
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		timescales. From 2018-21 They delivered the NPT Families First Disability		
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		<p>Coordinator role. This involved linking the AMB Health Board and NPT Social Services through coordinating referrals and attending a weekly Multi-Agency Team meeting with social services and health professionals. From this role They have a good understanding of health services available to families in NPT.</p> <p>From 2019-22 They delivered the Department for Work and Pensions' Reducing Parental Conflict programme, providing parental relationship support, in Dorset, Somerset and Wiltshire, as a delivery partner for Twin.</p> <p>They are delivering a new Young Carers service on behalf of Bridgend County Borough Council. Delivered from The new centre on Five Bells Road, They are supporting children and young people who have a caring responsibility with 12-1 support, issuebased workshops, a youth club with exciting social activities, and opportunities for young carers to gain new life skills qualifications.</p>		
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[Redacted]	[Redacted]	[Redacted](formerly the [Redacted]) is in its 11 th year of supporting autistic individuals and their	To deliver services across Swansea, Neath and Port Talbot which support People on Probation to improve their coping skills and resilience, to engage with mental health	87
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<p>[Redacted]</p>	<p>[Redacted]</p>	<p>families at a grass root level in their communities. They deliver a wide range of support and services across Wales that enables individuals to create a better life for themselves. They also provide a HelpHub across the UK. The HelpHub provides support, information and guidance to autistic individuals, their families and professionals working with the autistic community. 60% of their team are autistic. They use their lived experience and resources to create powerful solutions and opportunities for autistic individuals to build a better future for themselves.</p>	<p>services and comply with treatment and to interact confidently with others. To provide support to Probation Practitioners in their ongoing management of the PoP and offer specialist input on an individual, case by case basis</p>	
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DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 4.3 – CALL-OFF SUB-CONTRACTING

**OFFICIAL SUBJECT TO CONTRACT
SCHEDULE 6.1**

CALL-OFF IMPLEMENTATION

1. INTRODUCTION

1.1 This Schedule identifies the Milestones (and associated deliverables) including the Key Milestones

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.

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IMPLEMENTATION**

1. MOBILISATION MILESTONES

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

KEY MILESTONE REFERENCE	Key Implementation Milestone	Milestone Completion Date	Acceptance Criteria
IM1 – Workforce 1	Workforce – Ensure that sufficient staff for Call-Off Commencement Date have been vetted or re- vetted to the required level in accordance with: Probation Instruction 2014/03; Probation Instruction 2014/60; Probation Instruction 2014/23;	Two (2) days prior to Call-Off Commencement Date	<p>Demonstration that the Supplier has completed vetting of sufficient staff for Call-Off Commencement Date as required by the relevant Probation Instructions;</p> <p>Details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier will ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.</p>
IM2 – Workforce 2	Workforce – Ensure that sufficient staff for the Call-Off Commencement Date have been recruited and trained in accordance with Framework Agreement and Call-Off Contract	Two (2) days prior to Call-Off commencement Date	<p>A record evidencing that training has been completed by the Suppliers existing and newly recruited staff.</p> <p>The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on the Call-Off Commencement Date.</p> <p>The Supplier should note: Training must be completed for all staff.</p>

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<p>IM3 – ICT1</p>	<p>ICT - IT equipment purchased or leased with build installed and ready for deployment to users in accordance with steps detailed in the Implementation Plan that is of appropriate quality and is sufficient equipment to enable the Supplier to deliver all the requirements</p>	<p>Twenty-one (21) days prior to Call-Off Commencement Date</p>	<p>Evidence of equipment being in place and ready for deployment.</p>
<p>IM4- ICT2</p>	<p>Completion of all necessary steps to enable functionality and deployment of an appropriate system to log and track referrals or requests and data on the person on probation.</p>	<p>Two (2) weeks prior to Call-Off Commencement Date</p>	<p>Engagement with the Customer's Digital and Technology function to establish appropriate use of the system, including any data protection measures that need to be taken.</p> <p>Provision of all details of proposed Users of the system including details that any required Security Vetting has been completed.</p> <p>Service management arrangements agreed with the Customer for Users of your case management system (as detailed in the New Digital Services for Dynamic Framework Suppliers and the Dynamic Framework ICT Support Document).</p>

IM5 – ICT 3	Meeting the relevant cyber, information assurance and data processing standards as set	Two (2) weeks prior to Call-Off Commencement Date	Copy of UK Government Accreditation Scheme OR Copy of Cyber Essentials Basic
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	<p>out in Schedules 2.3 (Standards), 2.4 (Information Security and Assurance) and 10 (Processing Personal Data)</p>		<p>Demonstrate compliance with NCSC Cloud Security Principles (where hosting Customer Data)</p> <p>Copy of Information Security Management Plan provided and approved by the Customer</p> <p>Supplier to provide assurance that all Sub-contractors, sub-processes, supply chain and any other relevant third parties have the appropriate Security requirements in place in line with Schedules 2.3 (Standards) and 2.4 (Information Security and Assurance).</p>
IM6 – Estates 1	<p>The Supplier shall have transitioned to its full estates solution, including completion of the Supplier Own Site Checklist.</p>	<p>Two (2) weeks prior to Call-Off Commencement Date</p>	<p>Evidence of title of the Supplier's estates including, where applicable, commercial leases and / or licences are in place.</p> <p>Engaged with the Authority's Estates function to ensure all appropriate steps have been taken with regards to realising the Estates solution.</p>
IM7 – Reporting Frequencies for Generic Updates on PoP	<p>Notwithstanding any specific reporting or notification requirements outlined in Schedule 2.1 (Services Description), the Supplier shall agree with the Customer how frequently the Supplier shall provide 'generic' updates on people on probation on their caseload.</p>	<p>Two (2) weeks prior to the Call-off Commencement Date</p>	<p>Provide written evidence demonstrating the confirmation of both Parties' agreement as to how frequently generic updates on the referred people on probation shall be offered to the Authority. Confirmation should also be provided on the agreed acceptable modes of communication of the updates.</p>
IM8 – Supplier Expertise and Capacity-building Planning	<p>The Supplier shall agree with the Customer a tentative plan to build its capacity and expertise in areas of neurodiversity which are either missing or require development. This is to be completed within Year One.</p>	<p>One (1) month prior to the Call-off commencement Date</p>	<p>Evidence of a meeting or exchange and a document illustrating the agreed plan.</p>

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<p>IM9 – Designing and Agreeing Performance Indicator QM1 (in Schedule 2.2 above) with the Authority</p>	<p>The Supplier shall make a proposal to the Authority as regards how best to measure QM1 which examines a Service User’s progression and experience with the services. The</p>	<p>Two (2) weeks prior to the Call-off Commencement Date</p>	<p>Evidence of an agreed Performance Indicator for QM1 between the Supplier and the Authority.</p>
	<p>Supplier shall work collaboratively with the Authority to agree the final Performance Indicator.</p>		

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ANNEX 1

IMPLEMENTATION PLAN

See Appendix C – Implementation Plan [Redacted]

SCHEDULE 6.2

CALL-OFF SOFTWARE

1. THE SOFTWARE

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

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

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term Expiry
[Redacted]	[Redacted]	Secure online contract/case management portal used by 3SC and our subcontractors for case management, KPI measurement, storing Action Plans etc.	Not applicable	None	1	Non - COTS	Not applicable

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 6.2 – CALL-OFF SOFTWARE

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
[Redacted]	[Redacted]	Email/word/excel	12	None	12	COTS	Annual renewal

DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 6.2 – CALL-OFF SOFTWARE
SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

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

- (a) Authority Set Fixed Price

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

2. FIXED PRICE

2.1 The Fixed Price shall be as set out below in **Table 1**:

Period	Cost
Implementation/Mobilisation Charge	[Redacted] (subject to 4.1 below)
Year 1 Charge	[Redacted]
Year 2 Charge	[Redacted]
Year 3 (Extension Period) Charge – if exercised by the Customer	[Redacted]

2.2 The amounts outlined in the **Table 1** may increase subject to the Customer's decision(s) to increase the charges payable in line with its option outlined in 26F of the Call-off Order Form.

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2.3 Years 2 and 3 are subject to indexation.

3. PERFORMANCE AND DELAY PAYMENTS

3.1 There shall be no Delay Payments or Retained Amounts under this Call-off Contract.

4. IMPLEMENTATION SERVICES

4.1 The Customer shall pay no more than £[Redacted]per month during the Implementation Period, if requested and modelled by the Supplier in their Financial Submission. The cost must be clearly labelled as an implementation cost in the Financial Submission and is subject to the agreement of the Customer.

4.2 Any funds paid during the Implementation Period shall be deducted from the charges payable for Year 1.

7.1

CHARGES AND INVOICING

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ANNEX 1

FINANCIAL MODEL

See Appendix D – Financial Model_[Redacted]

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

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

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ANNEX 1

RATING AGENCIES

Not Applicable

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ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

Not Applicable

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

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

2. PROVISION OF REPORTS

2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (CallOff 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
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Summary Report	See section 13 in Schedule 2.1 (Services Description)	Word document	Monthly - on the working day of mor
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

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REPORTS

Regular reports

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

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

OFFICIAL SUBJECT TO CONTRACT

Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements (the "Management Accounts")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report
Implementation Plan and Milestone achievement report	As described in Schedule 6.1 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan

OFFICIAL SUBJECT TO CONTRACT

Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1

CALL-OFF GOVERNANCE

1. REPRESENTATION AND STRUCTURE OF BOARDS

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

a) **Service Management Board**

Customer Members of Service Management Board	Senior Contract Manager, Service Manager
Supplier Members of Service Management Board	[Redacted], Director, 3SC [Redacted], 3SC Contract Performance Manager, 3SC
Start Date for Service Management Board meetings	TBA
Location of Service Management Board meetings	TBA

a) **Contract Strategy Board**

Customer members of Contract Strategy Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier members of Contract Strategy Board	[Redacted]– Chief Operating Officer, 3SC/Twin Training International Ltd (Twin acquired 3SC as part of an acquisition in April 2022) [Redacted]Director, 3SC [Redacted], 3SC Contract Performance Manager, 3SC
	TBA

OFFICIAL SUBJECT TO CONTRACT

Start date for Contract Strategy Board meetings	
Location of Contract Strategy Board meetings	TBA

b) Change Management Board

Customer Members of Change Management Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier Members of Change Management Board	[Redacted], Director, 3SC [Redacted] 3SC Contract Performance Manager, 3SC
Start Date for Change Management Board meetings	TBA
Location of Change Management Board meetings	TBA

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

Customer attendees for annual review meeting	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier attendees for annual review meeting	[Redacted] – Chief Operating Officer, 3SC/Twin Training International Ltd (Twin acquired 3SC as part of an acquisition in April 2022) [Redacted] Director, 3SC [Redacted] 3SC Contract Performance Manager, 3SC

OFFICIAL SUBJECT TO CONTRACT

9.1B – CALL-OFF RE-LET CONTRACTS STAFF TRANSFER
SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

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

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
Supplier Representative	[Redacted]– Chief Operating Officer, 3SC/Twin	Holds 1:1 weekly performance meetings with Head of Employment Programmes to discuss ongoing performance of contract, risks etc; chairs monthly overview of the quality, performance, compliance and contract management of the services with internal & subcontractor staff. Directly line manages 3SC Head of Employment Programmes, provides support with any delivery issues if and when required as well as participating in stakeholder engagement activities	From contract inception to contract end.	Will be in this key role from contract inception to contract end.

OFFICIAL SUBJECT TO CONTRACT

Framework Supplier	[Redacted]Director, 3SC	Weekly/monthly oversee the	From contract inception to contract end.	Will be in this key role from contract
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SCHEDULE 9.2

KEY PERSONNEL

Representative		quality, performance, compliance and contract management of the services; across the partnership; will manage the 3SC Contract Performance Manager and support with any performance issues, change of contract notices etc. if and when required.		inception to contract end.
Exit Manager	[Redacted]Director, 3SC	Oversees the closedown of the service using 3SC's contract closedown checklist, policies and procedures.	From contract inception to contract end.	Will be in this key role from contract inception to contract end.

OFFICIAL SUBJECT TO CONTRACT

<p>Contract Manager</p>	<p>[Redacted]</p>	<p>Day to day management of the service including the delivery, quality, compliance and performance of the subcontractors delivering the services using 3SC's documented contract and quality management processes and procedures including contract management templates. Will be the first/key link on reporting to the Authority on all matters. Will also draft final contract evaluation report and impact assessment.</p>	<p>From contract inception to contract end.</p>	<p>Will be in this key role from contract inception to contract end.</p>
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SCHEDULE 9.2

KEY PERSONNEL

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

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

Description	Details
Data mapping	The data map set out at Appendix 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. 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. The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.
Permitted Purpose	The lawful basis and purpose is as set out in the data map.

DF AGREEMENT

SCHEDULE 10

PROCESSING PERSONAL DATA

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
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OFFICIAL SUBJECT TO CONTRACT

Data mapping	The data map set out at Personal Data Map), tab shared with the Su Customer and the Relat for the delivery of the Se Supplier is identified as : Details of all data s ring and onward sharing where the Suppl processor with subout inessors is as set Appendix E (DF Person: 2. The data map shall be kept accurate and up to Term, in accordance with Schedule 10 (Processing of Person: Framework Agreement.
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See Appendix E - Personal Data Map

