**CALL-OFF CONTRACT**

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This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [29 December 2021 ] ("**Call-Off Effective Date**")

1. **BACKGROUND**
2. On 11 June 2020 the Secretary of State for Justice (the **"Customer**") 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.
3. Following receipt of an SQ Response, the Customer entered into a dynamic framework agreement dated 25 September 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
4. In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Customer ran a Call-Off Competition for the supply of accommodation services in the West Midlands region (ITT\_5586) (the ‘Call-Off Contract’). The Supplier participated in the Call-Off Competition, but the competition failed and no contract award was made.
5. The competition failure falls within the ambit of regulation 32(2)(a) of the Public Contracts Regulations 2015, which permits the Customer to award a public services contract by a negotiated procedure without publication (“direct award”). Accordingly, and pursuant to and in accordance with regulation 32(2)(a), the Customer now has agreed to enter into this Call-Off Contract with the Supplier on a Direct Award basis as provided for by Regulation 33(8)(a) of the Public Contracts Regulations 2015.
6. The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract, all supporting appendices and the Framework Agreement.
7. **IT IS AGREED AS FOLLOWS**
   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. 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).
   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**").
   4. The Supplier acknowledges that it has advised the Customer in writing of:-
      1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
      2. the actions needed to remedy each such unsuitable aspect; and
      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.

* 1. 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. 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.

1. **CALL-OFF CONTRACT PARTICULARS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1.** | **The Customer** | The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ | | | | | |
| **2.** | **Supplier** |  | Name: | Response Accommodation Ltd | | |  |
|  | Registered address: | 6 Spring Terrace, Drayton Road, Medbourne, Leicestershire, LE16 8ES | | |  |
|  | Registered number: | 12569326 |  |  |  |
| **3.** | **Call-Off**  **Commencement Date** | 1st January 2022 | | | | | |
| **4.** | **Call-Off Expiry Date** | 30th June 2022 | | | | | |
| **5.** | **Customer Representative (Clause 13.6.2)** | **[REDACTED]**– Mobilisation Manager | | | | | |
| **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) | Applies |  | 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 (but see special term below) |  | If this Clause 10 applies the provisions of Schedule 2.2 (Call- Off  Performanc e Indicators) of this  Call- Off Contract shall apply |
| 16.7 to 16.10 (Key Personnel) | Applies |  | If this Clause 16.7 to  16.10 applies the provisions of Schedule  9.2 (Call-Off Key Personnel) of this Call- Off Contract shall apply |
| 32 (Remediation Plan Process) | Applies |  |  |

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| **Provision** | **Tier One** | **Tier Two** | **Tier Three** |
| Schedule 7.4 (Financial Distress) |  | X |  |
| Schedule 7.5 (Reports, Records and Audit Rights) |  | X |  |
| Schedule 8.1 (Governance) |  | X |  |
| Schedule 8.2 (Change Control) |  | X |  |
| Schedule 8.5 (Exit Management) |  | X |  |
| Schedule 12 - Guarantee  Tier One and Tier Two require (if parent) and Tier  Three (right to request) |  | X |  |

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|  |  |  | 33 (Delay Payments) |  | Does not apply |  |  |
| 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** | 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. | | | | | |
| **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. | | | | | |
| **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 S1. | | | | |
| **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 Customer, 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 Call-Off Contract | | | | |
| **15.** | **Sub-contracting** | The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be theKey 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 shallapply. | | | | |
| **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-OffContract shall apply. | | | | |
| **19.** | **Governance** | The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contractshall apply. | | | | |
| **20.** | **Exit Management** | In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shallbe 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 StaffTransfer**  **Schedule)** | Not Applicable | | | | |
| **23.** | **Guarantee** | Not applicable | | | | |
| **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]** | **[REDACTED]** |
| **Address** | 6 Spring Terrace, Drayton Road, Medbourne, Leicestershire, LE16 8ES | 102 Petty France, London, SW1H 9AJ |
| **Email** | **[REDACTED]** | **[REDACTED]** |
| **26A** | **Special Terms**  **Additional Definitions (Schedule 1)** | In this Call-Off Contract, the following definitions will apply in addition to those set out in Schedule 1 (Definitions) of the Framework Agreement:-  "**Initial Call-Off Term**"  means the period from and including the Call-Off Effective Date up until 30th June 2022 "**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  "**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) | | | | |

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|  |  | **“Person on Probation”/ “People on Probation”** or **“POP”**  has the same meaning as ‘service user’ and may be used interchangeably with ‘service user’ in this Call-Off Contract and all further documentation pertained to this Call-Off Contract |
| **26B** | **Special Term**  **(Schedule 2.2 – Performance Levels: Miscellaneous)** | 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:  - Appendix 2 – Assessing Quality and Operational Assurance |
| **26C** | **Special Term**  **(Contract Change Procedure – Schedule 8.2)** | The provisions of Schedule 8.2 of the Framework Agreement shall apply in all circumstances except the variation of Milestones or Transition Activities. This exception 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. In these cases, 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 in these cases. |
| **26D** | **Special Term**  **(Invoicing and Reconciliation)** | Invoicing and reconciliation shall take place weekly at the ‘weekly reconciliation meeting’. The exact dates shall be agreed between the Supplier and the Customer’s contract manager. |
| **26E** | **Special Term (Referral Cap)** | 1. The Parties agree that the Supplier may need to cap referrals. 2. If the Supplier considers it absolutely necessary to cap referrals then it shall lodge a request to do so with the Contract Manager as soon as possible and, in any event, no later than at the next ‘weekly reconciliation meeting’ 3. The Customer shall consider the request and in its sole discretion shall agree an appropriate referral cap with the Supplier (such agreement not to be unreasonably withheld). The Customer has the right to request documentary evidence supporting the referral cap request. 4. Any agreement shall be confirmed subsequently through a formal variation (Framework Agreement - Schedule 8.2 - Change Control Procedure). 5. The continuance of the referral cap, and/or any amendment thereto, shall be reviewed periodically as such times as the Parties may agree but, in any event, at intervals of no less than 3 months. |
| **26F** | **Special Term**  **(Order of Precedence)** | In the event of a conflict between this Call – Off Contract, the terms in this Call-Off Contract document and any other documentation, this Call-Off Contract shall take precedence. |

**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**

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Signature

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Name (block capitals)

# Commercial Director

………………………………………………

Position

# 29-Dec-2021

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Date

**SIGNED** for and on behalf of

**the Response Accommodation Ltd.**

……………………………………………… Signature

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Position

# 21-Dec-2021

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Date

**SCHEDULE 2.1**

**CALL-OFF SERVICES DESCRIPTION**

**Please see Appendix B – Schedule 2.1 (Services Description)**

**SCHEDULE 2.2**

**CALL-OFF PERFORMANCE LEVELS**

1. **CALL-OFF CONTRACT PERFORMANCE INDICATORS**
   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**
   1. For the purposes of Paragraph 1.6 of Schedule 2.2 (Performance Levels) of the Framework Agreement, the bedding in period shall be one (1) month.
3. **OPERATIONAL ASSURANCE**
   1. Operational assurance shall be conducted by the regional West Midlands contract management team. They shall employ a ‘dip sampling’ methodology; the exact percentage of referrals assessed shall be dependent on volumes and expressly agreed with the Supplier. This shall be conducted on a monthly basis (or more or less frequently if the parties agree to this).

**APPENDIX 1**

**CALL-OFF CONTRACT PERFORMANCE INDICATORS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Framework Performance Indicator** | **Definition and formula for calculatingactual performance** | **Frequency of Measurement** | **Target Performan ce Level** | **Trigger Level** | **Retained Percentage** |
| **SL1 -** Suitable Accommodation offered to Referred Service Users. | The percentage of Referred Service Users who were offered suitable accommodation within the requested timeframe and for the requested timeframe.  In the event a person on probation does **not** accept the offer made by the Supplier, the reasons for this need to be communicated to the Customer as soon as reasonably practicable. | Measurement Period: **monthly** | 90% | 85% | 5% (of a Service Element Unit – see Schedule 7.1 of this Call-off Contract) for every percentage under the Trigger Level.  For illustrative purposes: if only 82% of referrals made were offered suitable accommodation, this would be 3% under the Trigger Level. **On the next referral**, therefore, the Customer could retain 5% of the Service Element Unit (5% of £65 = £3.25). This will be multiplied by the percentage below the Trigger Level (3). Therefore, the Customer is entitled to retain an amount of £9.75 (3\*£3.25). This amount, at the sole discretion of the Customer, can be made payable to the Supplier in the following month if, and only if, the percentage of the referred people of probation offered accommodation at the Target Performance Level or above. This is discretionary and at the Customer’s sole discretion. |

**SCHEDULE 2.5 CALL-OFF INSURANCE**

* 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 | Hiscox | 5,000,000 |
| Professional Indemnity Insurance | Hiscox | 5,000,000 |
| Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance) | Hiscox | 10,000,000 |

**SCHEDULE 3**

**CALL-OFF CUSTOMER RESPONSIBILITIES**

* + 1. **INTRODUCTION**
       1. The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
       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".
       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** |
| ***N/A*** |  |
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**SCHEDULE 4.1**

**CALL-OFF SUPPLIER SOLUTION**

**Please see Appendix B – Supplier Solution**

**SCHEDULE 4.2**

**CALL-OFF COMMERCIALLY SENSITIVE INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| `1 | 05/10/2021 | Entirety of the financial model | Duration of contract (including extensions) |
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**DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 4.2 – CALL-OFF COMMERCIALLY SENSITIVE**

**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- contract listed in Call-Off Competition** | **Key role in delivery of the Services** | **Credit Rating Threshold** |
| N/A |  |  |  |  | [Level 1] |
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**DF AGREEMENT CALL-OFF CONTRACT SCHEDULE 4.3 – CALL-OFF SUB-CONTRACTING**

**SCHEDULE 6.1**

**CALL-OFF IMPLEMENTATION**

1. **INTRODUCTION**
   1. This Schedule is split into two (2) Parts:
      1. Part A - which:
         1. defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
         2. sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
         3. identifies the Milestones (and associated deliverables) including the Key Milestones.
      2. Part B – which sets out:
         1. the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate; and
         2. the consequences of any failure to meet a Milestone by the Milestone Date.
      3. Part C – which:
         1. sets out the Transition Activity.
   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. 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.
   2. The Implementation Plan is set out in Annex 1.
   3. The Supplier shall, during the Implementation Period, provide the Customer with a daily update and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones.
   4. The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
      1. incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
      2. includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
      3. clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
      4. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
      5. clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
      6. is produced using a software tool as specified, or agreed by the Customer.
   5. In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
      1. to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
         1. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
         2. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
         3. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
      2. to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.
   6. All changes to the Implementation Plan shall be agreed in writing between the parties and will not require use of the Change Control Procedure (see Special Term 26E in the Call-off Order Form of this Call-off Contract).
2. **COMPLETION OF THE IMPLEMENTATION PLAN**
   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. 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).
   3. The provisions of Paragraph [4](#_bookmark5) of Part B shall apply in respect of any failure to meet the Milestone Dates.

**PART B MILESTONE ACHIEVEMENT**

1. **ACHIEVEMENT OF MILESTONES**
   1. Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
   2. The Supplier shall not submit any evidence in relation to a Milestone under Paragraph [1.3](#_bookmark0) 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.
   3. The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
   4. The Customer shall review the evidence provided by the Supplier under this Paragraph [1](#_bookmark0) 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 AcceptanceCriteria.
   5. 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**
   1. The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
      1. the review by the Customer of the evidence submitted by the Supplier under Paragraph

[1.3](#_bookmark0) above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and

* + 1. performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
  1. The grant of a Milestone Achievement Certificate may entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing). Otherwise payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included onthe 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. 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.
  3. 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:
     1. 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.](#_bookmark0)[3](#_bookmark3)); and
     2. 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.

1. **RISK**
   1. The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
      1. 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
      2. 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.
   2. Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:
      1. the Supplier Solution as designed and developed is suitable for the delivery of theServices and meets the Customer Requirements;
      2. the Services are implemented in accordance with this Call-Off Contract; and
      3. each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.
2. **MISSED MILESTONE DATE(S)**
   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.

* 1. If a Key Milestone has not been Achieved on or before the relevant Milestone, no Delay Payments shall be payable under the Call-Off Contract. For the avoidance of doubt, the Customer shall not withhold payment in the event of a missed Milestone.
  2. In addition to the payment made in accordance with Paragraph [4.2](#_bookmark5) above, 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.
  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:
     1. issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph [2.4](#_bookmark0) of this Part B of Schedule 6.1 (Call-Off Implementation);
     2. terminate the Call-Off Contract on the basis of a Supplier Termination Event;
     3. regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or
     4. regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

1. **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.

1. **MOBILISATION MILESTONES**
   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 2014/55; Probation Instruction 2014/03; | Two (2) days prior to Call-Off Commencement Date | Demonstration that the Supplier has completed vetting of sufficient staff for Call-Off Commencement Date as required bythe relevant Probation Instructions;  Details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier will ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting. |
| IM2 – Workforce 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 | A record evidencing that training has been completed by the Suppliers existing and newly recruited staff.  The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on the Call-Off Commencement Date.  The Supplier should note:  Training must be completed for all staff. |

|  |  |  |  |
| --- | --- | --- | --- |
| IM3 – ICT1 | 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 | Two (2) days prior to Call-Off Commencement Date | Evidence of equipment being in place and ready for deployment.  Provision to Customer of updated Implementation Planvia the monthly report to reflect progress towards timely achievement. |
| IM4- ICT2 | Completion of all necessary steps to enable use of Customer Approved System | One (1) week prior to Call-Off Commencement Date | Engagement with the Customer’s Digital and Technology function to establish appropriate use of Customer Approved Systems.  Provision of all details of proposed Users of Customer Approved Systems including details that any required Security Vetting has been completed.  Service management arrangements agreed with Customer for Users of Customer Approved Systems (as detailed in the New Digital Services for Dynamic Framework Suppliers and the Dynamic Framework ICT Support Document). |
| IM5 – ICT 3 | Meeting the relevant cyber, information assurance and data processing  standards as set | Two (2) days prior to Call-Off Commencement Date | Copy of UK Government AccreditationScheme  OR  Copy of Cyber Essentials Basic |

|  |  |  |  |
| --- | --- | --- | --- |
|  | out in Schedules  2.3 (Standards), 2.4 (Information Security and Assurance) and 10 (Processing Personal Data) |  | Demonstrate compliance with NCSC Cloud Security Principles(where hosting Customer Data)  Copy of InformationSecurity Management Plan provided and approved by the Customer  Supplier to provideassurance that all Sub-contractors, sub-processes, supply chain and any other relevant  third parties have the appropriate Security requirements in place in line withSchedules 2.3  (Standards) and 2.4 (Information Security and Assurance). |
| IM5 – Estates 1 | The Supplier shall have suitable accommodation ready for service delivery at their disposal that meet the requirements of Schedule 2.1 (Service Description). | Two (2) days prior to Call-Off Commencement Date | Evidence of property available at the Supplier’s disposal which may include evidence of commercial leases and / or licences or any other satisfactory evidence which demonstrates this. The Customer will decide, in its sole discretion, what is ‘satisfactory’ evidence. |

**PART C – TRANSITION ACTIVITY**

1. **TRANSITION ACTIVITY**
   1. The Supplier shall complete the following transition activities (the "**Transition Activity**") by the relevant completion date set out in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Transition Activity Reference** | **Key Transition Activity** | **Completion date** | **Completion Measures** |
| TA1 | It is an ambition of the Customer to provide long-term accommodation solutions to people on probation. Specifically, it is an ambition to convert at least 35% of all accommodation arrangements referred to the Supplier into Assured Shorthold Tenancy agreements. The Customer requires the Supplier to evidence that measures have been made to convert 35% of arrangements into an Assured Shorthold Tenancy. | To be produced monthly and communicated to the Customer on the last Thursday of every month for the duration of the contract term. | A short report explaining the steps taken or any preparation made to facilitate long-term accommodation provision. It should also detail, where applicable, the results of these measures and preparation. |

* 1. Once the Supplier considers it has completed the Transition Activity it shall submit reasonable evidence to the Customer that the Transition Activity is complete and meets the completion measures.
  2. The Supplier shall not submit any evidence in relation to a Transition Activity unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the completion measures set out above.
  3. The Supplier shall submit its evidence for the Transition Activity on or before the relevant completion dates.
  4. 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 completion measures.
  5. Any Disputes between the Customer and the Supplier regarding the completion of the Transition Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

1. **FAILURE TO COMPLETE TRANSITION ACTIVITY**
   1. If any Transition Activity is not completed before the relevant completion date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
   2. In addition to the process set out in Paragraph [2.1](#_bookmark8)[,](#_bookmark9) if the Transition Activity has not been achieved by the relevant completion 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. The Parties agree that this shall be a Notifiable Default notwithstanding that it is not specifically listed as a Notifiable Default in Clause 32.2.
   3. Without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise if the Supplier does not complete the Transition Activity by the completion date the Customer may, in its discretion:
      1. terminate the Call-Off Contract on the basis of a Supplier Termination Event (notwithstanding the fact that it is not specifically listed in the definition of Supplier Termination Event in Schedule 1 (Definitions));
      2. regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply (notwithstanding the fact that it is not specifically stated in Clause 30 or in the definition of Intervention Trigger Event in Schedule 1 (Definitions)); and/or

regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply (notwithstanding the fact that it is not specifically stated in Clause 31 or in the definition of Step-In Trigger Event in Schedule 1 (Definitions)).

**ANNEX 1 IMPLEMENTATION PLAN**

**Please see Appendix C - Implementation Plan**

**SCHEDULE 6.2 CALL-OFF SOFTWARE**

1. **THE SOFTWARE**
   1. The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
   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** |
| None |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

1. **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** |
| GSuite |  | Email, Virtual Meetings, Document  Exchange. | 5 | N/A | N/A | Non-COTS | Monthly Rolling Subscription |
| Monday.com |  | Managing Referrals and Property  Provider Pipeline | 5 | N/A | N/A | Non-COTS | 7 Apr, 2022 |
| Tableau Desktop |  | Building Reports | 1 | N/A | N/A | Non-COTS | 31 May 2022 |
| Tableau Online |  | Viewing Reports | 5 | N/A | N/A | Non-COTS | 31 May 2022 |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Microsoft 365 |  | Document Collaboratio n, Virtual Meetings  and Cloud Telephony | 5 | N/A | N/A | Non-COTS | Monthly Rolling Subscription |
| Sign Now |  | Service Agreement e-signatures | 1 |  |  |  | Monthly Rolling Subscription |
|  |  |  |  |  |  |  |  |

**SCHEDULE 7.1**

**CALL-OFF CHARGES AND INVOICING**

1. **PRICING METHODOLOGY**
   1. The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:
      1. Unit Price
   2. The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).
2. **UNIT PRICE**
   1. The Unit Prices shall be as set out below:

|  |  |
| --- | --- |
| **Service Element Unit** | **Unit Price (£ including VAT)** |
| **The Customer is procuring bed-space on a nightly basis for a maximum of 56 nights with a total budget of £600,600.00 for the contract term.**  **This represents a budget of £3640.00 per person on probation for up to 165 people on probation (using the full 56 nights).**  **The Service Element Unit (‘Unit’) will be one (1) night’s charge. £3640.00/56**  **= £65.00. £65.00 therefore represents the price payable to the Supplier per Service Element Unit.** | **£65.00** |

* 1. The Unit Price Report shall be prepared by the Supplier and thereafter verified by the Customer.
  2. Where rent arrears pose a barrier to being accommodated, or where the person on probation requires a rental deposit for the same reason, the Customer shall adopt the following approach:
  3. The amount payable will be ‘converted’ using the Service Element Unit explained in 2.1. For instance, where the deposit/arrears are £650.00, this will amount to 10 units (650/65 = 10). Where the amount is not a multiple of 65, the Customer shall divide the amount by 65 and round up the amount to the nearest

¼ unit (¼, ½, ¾). For the avoidance of doubt, a ¼ Unit = £16.25, ½ Unit = £32.50, ¾ Unit = £48.75, 1 Unit = £65.00. For illustrative purposes, where the deposit/arrears are £680.00, the Customer shall divide this by 65 which equals 10.46. The Customer shall then round this up to the nearest quarter unit (here 10.5). The Supplier would then be paid £682.50 for the arrears/deposit. Where the amount payable is for arrears/deposit, the Customer will pay the Supplier 1 Unit as fee. Thus, where the amount payable for the arrears/deposit is £680.00, the Supplier shall receive: £682.50 + £65.00. This Unit, serving as a fee, is a part of the allotted 56 nights (Units) for each of the 165 people on probation – it is not additional to this amount.

* 1. The pricing mechanism explained in 2.3 and 2.4 is only applicable where rental arrears or a deposit pose a barrier to being accommodated. No ‘Unit’ is payable as a fee outside of these situations.
  2. In the particular case of rental deposits, monies paid into the deposit remain the ownership of the Customer. For the avoidance of doubt, any monies due to be returned at the end of the arrangement (if any, as the case may be) shall be returned to the Customer directly. Any landlords selected must be willing to put the deposit into a government-backed scheme delivered by rent deposit protection providers. There are three approved bodies: Deposit Protection Service, MyDeposits and Tenancy Deposit Scheme. The deposit should be put into the name of HMPPS (and not the person on probation). If a named individual is required, then this will be communicated upon request. The Supplier shall provide confirmation to the Customer that the requirements listed in this Clause 2.6 have been met when, and if, such an arrangement has been made.

1. **ADVANCE PAYMENT**
   1. The Customer has agreed to provide the Supplier with an advance payment of £150,150.00 which shall be payable to the Supplier prior to service commencement as a one off lump sum payment.
   2. The Supplier agrees that this advance payment shall be recovered by the Customer by way of a deduction of thirty five per cent (35%) credited in the Customer’s favour on the price set out in each invoice raised by the Supplier until the advance payment is fully recouped. For example,

**[EXAMPLE**

**If the changes for the month are 10 units at £65.00 each, totalling £650.00 the provider shall be entitled to submit an invoice for this amount less the 35 per cent to be recouped;**

**£650.00 – (£650.00\*0.35) = £650.00 - £227.50 = £422.50]**

* 1. In the event that the remaining amount to be recovered is less than 35 per cent of the charges for any given period, the recovered amount shall be the full remaining amount still required to be recovered for the advance payment to be fully recouped only
  2. In the event that the total charges paid to the Supplier throughout this contract are below the amount of the advance payment, the Supplier shall return the unused amount (i.e. the advance payment less the total charges paid to the Supplier) to the Customer as soon as is reasonably practicable and, in any event, within seven (7) working days.
  3. This section shall survive the termination of the Call-Off Contract.

**ANNEX 1 FINANCIAL MODEL**

**Please see Appendix D – Financial Model [REDACTED]**

**SCHEDULE 7.4**

**CALL-OFF FINANCIAL DISTRESS**

1. **FINANCIAL INDICATORS REPORTING**
   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.

**ANNEX 1 RATING AGENCIES**

Not Applicable

**ANNEX 2**

**CREDIT RATINGS AND CREDIT RATING THRESHOLDS**

Not Applicable

**SCHEDULE 7.5**

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

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

**ANNEX 1 TRANSPARENCY REPORTS**

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

**APPENDIX 2 REPORTS**

**Regular reports**

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| 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 ContinuityPlan |
| 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. 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:
      1. **Service Management Board**

|  |  |  |  |
| --- | --- | --- | --- |
| Customer Members Management Board | of | Service | Senior Contract Manager, Service Manager |
| Supplier Members Management Board | of | Service | **[REDACTED]** Operations Director |
| Start Date for Service Management Board meetings | | | TBA |
| Location of Service Management Board meetings | | | TBA |

* + 1. **Contract Strategy Board**

|  |  |  |  |
| --- | --- | --- | --- |
| Customer members Strategy Board | of | Contract | Senior Contract Manager, Service Manager, Commercial Contract Manager, Finance Business Partner. |
| Supplier members Strategy Board | of | Contract | **[REDACTED]** – Operations **[REDACTED]**– Senior Business  Development Manager |
| Start date for Contract Strategy Board meetings | | | TBA |
| Location of Contract Strategy Board meetings | | | TBA |

* + 1. **Change Management Board**

|  |  |  |  |
| --- | --- | --- | --- |
| Customer Members Management Board | of | Change | Senior Contract Manager, Service Manager, Commercial Contract Manager, Finance Business Partner. |
| Supplier Members Management Board | of | Change | **[REDACTED]** – Operations Director  **[REDACTED]** – IT Director |
| Start Date for Change Management Board meetings | | | TBA |
| Location of Change Management Board meetings | | | TBA |

* 1. 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]** – Operations Director **[REDACTED]**– Senior Business Development Manager  **[REDACTED]** – IT Director |

**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]** | Probation engagement, contract admin, reporting, HR, POP  Placement Support | Duration | 19 months |
| Framework Supplier Representative | **[REDACTED]** | Probation engagement, contract admin, reporting, HR, POP  Placement Support | Duration | 19 months |
| Exit Manager | **[REDACTED]** | Probation engagement, contract admin,  reporting, HR, POP Placement Support | Duration | 19 months |
| IT Manager | **[REDACTED]** | ICT, cyber security, processes. GDPR | Duration | 19 months |
| Business Development | **[REDACTED]** | Property Provider Relationship Management  /Recruitment & Contract Negotiator. Service User Placement Support, Maintenance & Repair  Management | Duration | 7 months |

**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 |

**PART 2**

1. **SCHEDULE OF DATA PROCESSING PARTICULARS**

This [P](#_bookmark11)[art 2 t](#_bookmark10)his 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. The Processor shall comply with any further written instructions with respect to processing by the Controller.
  2. Any such further instructions shall be incorporated into this schedule of data processing particulars.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Data mapping | The data map set out at Appendix E (DF Personal Data Map), Tab 1 details 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. 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. 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. |

**See Appendix E - Personal Data Map**