

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 1 June 2024 ("**Call-Off Effective Date**").

BACKGROUND

- 1.1. 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.
- 1.2. Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 1 September 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- 1.3. In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- 1.4. The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

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

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- 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 Ministry of Justice, 102 Petty France, London, SW1H 9AJ
2	Supplier	Ingeus Limited 66-68 East Smithfield, Royal Pharmaceutical Building, London, E1W 1AW Registered Number: 04320853
3	Call-Off Commencement Date	1 August 2024
4	Call-Off Expiry Date	30 April 2027 (2 years, 9 months) or if the Call-Off Contract is extended for all Call-Off Extension Periods in accordance with Clause 26A of this Call-Off Contract, 30 April 2029 (4 years, 9 months).
5	Customer Representative (Clause 13.6.2)	Redacted Under Section 40 of the FOIA: Personal Information
6	Supplier Representative (Clause 13.6.2)	Redacted Under Section 40 of the FOIA: Personal Information
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). For the avoidance of doubt, the Parties acknowledge that the Services Description in Schedule 2.1 (Services Description) of the Framework Agreement has been significantly amended for the purposes of this Call-Off Contract and, in accordance with the Framework Agreement, the Call-Off Services Description shall take precedence to the extent of any conflict or inconsistency between the two.

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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)	Yes	N/A	If this Clause 9 applies, the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply.
		10 (Performance Indicators)	Yes	N/A	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract shall apply, subject to the amendments to Clause 10 in Clause 29 of these Call-Off Contract Particulars and to Schedule 2.2 (Performance Indicators) in Clause 30 of these Call-Off Contract Particulars.
		16.7 to 16.10 (Key Personnel)	Yes	N/A	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 (Rectification Plan Process)	Yes	N/A	
		33 (Delay Payments)	N/A	Yes	
		35 (Step-In Rights)	Yes	N/A	
		Schedule 7.2 (Payments on Termination)	Yes	N/A	Noting the amends to this Schedule in Clause 32 of these Call-Off Contract Particulars, the cap on Breakage Costs Payment are as per the Framework Schedule 7.2 (Payments on Termination).

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9	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly. <table><tr><th>Provision</th><th>Tier One</th><th>Tier Two</th><th>Tier Three</th></tr><tr><td>Schedule 7.4 (Financial Distress)</td><td>Yes</td><td></td><td></td></tr><tr><td>Schedule 7.5 (Reports, Records and Audit Rights)</td><td>Yes</td><td></td><td></td></tr><tr><td>Schedule 8.1 (Governance)</td><td>Yes</td><td></td><td></td></tr><tr><td>Schedule 8.2 (Change Control)</td><td>Yes</td><td></td><td></td></tr><tr><td>Schedule 8.5 (Exit Management)</td><td>Yes</td><td></td><td></td></tr><tr><td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td><td>Yes</td><td></td><td></td></tr></table>	Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)	Yes			Schedule 7.5 (Reports, Records and Audit Rights)	Yes			Schedule 8.1 (Governance)	Yes			Schedule 8.2 (Change Control)	Yes			Schedule 8.5 (Exit Management)	Yes			Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)	Yes		
Provision	Tier One	Tier Two	Tier Three																											
Schedule 7.4 (Financial Distress)	Yes																													
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Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)	Yes																													
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. In accordance with Paragraph 2.3 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement, the Parties acknowledge that the Pricing Methodologies included in Paragraphs 3 to 5 and the provisions relating to the Retained Amount in Schedule 7.1 (Charges and Invoicing) of the Framework Agreement are not applicable for this Call-Off Contract and an alternative pricing mechanism has been agreed in Schedule 7.1 (Call-Off Charges and Invoicing). The Parties have agreed amendments to the indexation provisions in Paragraph 11 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement as set out in Clause 31 of these Call-Off Contract Particulars. In accordance with Paragraph 16.5 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement, the Parties agree that the maximum Supplier Profit/Surplus to be earned in respect of this Call-Off Contract is based on a profit margin of no more than 10% and the Anticipated Supplier Profit/Surplus shall be no more than this maximum. In addition the Parties have agreed amendments to the provisions in Paragraph 16.3 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement as set out in Clause 31 of these Call-Off Contract Particulars. The provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract.																												
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) of the Framework Agreement this Call-Off Contract shall be S4.
13	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) of the Framework Agreement this Call-Off Contract shall be S4. 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) of the Framework Agreement. For the purposes of this Call-Off Contract, Paragraph 2.9.1 of Schedule 2.4 (Information Security and Assurance) of the Framework Agreement shall be amended as follows: 2.9.1 the Customer if there is reasonable suspicion and/or confirmation of a negative security event or Data Loss Event ("Security Event") that directly or indirectly impacts Customer Material, Customer Confidential Information and/or Customer Data in any way, including a Security Event which impacts any Customer Approved Systems, Supplier System or systems utilised by a Sub-contractor or Sub-processor relevant to the relevant Call-Off Contract within one (1) hour of awareness in line with the HMPPS Security Operating Procedures document detailed within Schedule 2.3 (Standards) of the Framework Agreement; and
14	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract.
15	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.
16	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.
17	Payments on Termination	The maximum Termination Payment recoverable shall be: - in respect of the Breakage Cost Payment, as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement; and - in respect of the Compensation Payment, as amended in Clause 32 of these Call-Off Contract Particulars.
18	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.
19	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.
20	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) of the Framework Agreement, Charges shall be payable for Termination Services.

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21	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) of the Framework Agreement, this Call-Off Contract shall not constitute a Critical Service Contract.
22	Staff Transfer (Relevant Staff Transfer Schedule)	Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) shall apply to this Call-Off Contract. Part B of Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) shall apply to this Call-Off Contract, as amended in accordance with Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) of this Call-Off Contract. Part C of Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) shall not apply to this Call-Off Contract. Part D of Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) shall apply to this Call-Off Contract, as amended in accordance with Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) of this Call-Off Contract. Annex D1 to Part D – CSPS shall not apply to this Call-Off Contract. Annex D2 to Part D - LGPS shall apply to this Call-Off Contract, as amended in accordance with Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) of this Call-Off 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)	Redacted Under Section 40 of the FOIA: Personal Information.
26	Special Terms Additional Clauses	This Call-Off Contract shall have the following clauses deemed included: 26A Right to extend 26A.1 The Authority may elect to extend the Initial Call-Off Term by giving the Supplier at least three (3) months' notice before the end of the Initial Call-Off Term, in which case the Call-Off Expiry Date shall be deemed to be at the end of the period set out in the notice which must be a Call-Off Extension Period. 26A.2 Subject to clause 26A.3, the Authority may elect to extend a Call-Off Extension Period by giving the Supplier at least two (2) months' notice before the end of any Call-Off Extension Period, in which case the Call-Off Expiry Date shall be deemed to be at the end of the period set out in the notice which must be a Call-Off Extension Period. 26A.3 The Authority shall be permitted to extend the Initial Call-Off Term by up to four (4) Call-Off Extension Periods provided that the aggregate extensions shall not exceed 24 months from the end of the Initial Call-Off Term in total.

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27	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: "Case Assessment and Tracking System (CATS)" means the mandated IT system provided by the Authority for use by the Supplier "Call-Off Extension Period" means an extension to the term of the Contract on one or more occasions, by periods determined by the Authority, which shall together not exceed a total period of twenty four (24) months, from the end of the Initial Call-Off Term "CFO Activity Hub" means a dedicated community space in specified locations offering a programme of activity to Service Users "CFO Evolution" means the 'Creating Future Opportunities Evolution Programme' provided by the Supplier through the Services "CFO Performance Board" means the Board in place of a Contract Strategy Board for the purposes of this Call-Off Contract, as further described in Schedule 8.1 (Call-Off Governance) of this Call-Off Contract "CFO Provider Performance Meeting (PPM)" means the Board in place of a Supplier Management Board for the purposes of this Call-Off Contract, as further described in Schedule 8.1 (Call-Off Governance) of this Call-Off Contract "CFO SMT" means the Board in place of a Change Management Board for the purposes of this Call-Off Contract, as further described in Schedule 8.1 (Call-Off Governance) of this Call-Off Contract "CFO Support Workers" means the front line staff provided by the Supplier for the delivery of the Services. "CFO Wing" means a dedicated wing space within specified custodial sites offering a structured programme of delivery to Service Users "CFO Wing Completion"
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		means the completion by a Service User of all relevant phases (including all required activity) relating to the applicable CFO Wing “Contract Performance Managers (CPMs)” means the alternative name for the Service Managers for the purposes of this Call-Off Contract, as further described in Schedule 8.1 (Call-Off Governance) of this Call-Off Contract “Contract Support Officers (CSOs)” means the representatives of the Authority who will support the Contract Performance Managers. “CRS” means Commissioned Rehabilitative Services. “Engage-Sustain-Support-Progress (ESSP) Model” means the approach to be taken when delivering the Services to each Service User. “Evolution Wing Facilitators (EWF)” means the CFO Support Worker delivering Phase 1 activity within Stage 3 of the CFO Evolution progression route on a CFO Wing. “Immigration Removal Centre” means holding centres for foreign nationals awaiting decisions on their asylum claims or awaiting deportation following a failed application "Initial Call-Off Term" means the period from and including the Call-Off Effective Date until 30 April 2027 “New Futures Network” means the specialist network within HMPPS responsible for brokering partnerships between prisons and employers. “Payment Performance Level” has the meaning given to it Appendix 1 of Schedule 2.2 (Call-Off Performance Indicators) in this Call-Off Contract “Phase 1” means the first phase of Stage 3 of the CFO Evolution progression route. “Phase 2”
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		means the second phase of Stage 3 of the CFO Evolution progression route. “Phase 3” means the third phase of Stage 3 of the CFO Evolution progression route. “Pre-Release Inventory” means a document used to list support required for a programme Service User on release “Pre-Release Inventory Referral” means the referral to the Supplier team within the community to action the Pre-Release Inventory prior to the Service Users’ release. “Pre-Release Support” means support provided to the Service User prior to release from custody. “Prison Education Framework/Service” means educational services provided to individuals in custody. “Prison Offender Management Team” means the HMPPS prison-based team responsible for the management of offenders in custody. “Probation” means the statutory criminal justice service responsible for the supervision of offenders in the community. “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). “Probation Practitioner(s)” means professionals working in the Probation service. “Probation Service Region” or “PS Region” means an area with a defined geographical boundary, within which Probation services are delivered. Probation services are delivered across one or more PDU, which collectively make-up a PS Region. “Problem-Solving Court (PSC)” means an alternative to traditional methods of case management in criminal and civil courts.
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	“Provider Guidance” means the suite of documentation issued by the Authority to the Supplier to provide additional context and procedures relating to delivery of services “Required Volume” means the required volume of output that the Supplier is required to provide per month for each element of the Services Levels and as set out in Schedule 2.2 (Call-Off Performance Levels) “Satellite Hub” means a CFO Activity Hub not deemed to be a main CFO Activity Hub in which the Services outlined under this Call-Off Contract are provided. “Stage 1” means the first stage of the CFO Evolution progression route – Reception & Assessment as described in Paragraph 9 of Schedule 2.1. “Stage 2” means the second stage of the CFO Evolution progression route – Preparation for entering the core programme as described in Paragraphs 10 and 11 of Schedule 2.1. “Stage 3” means the third stage of the CFO Evolution progression route - CFO Wing residence as described in Paragraphs 12 to 14 (inclusive) of Schedule 2.1. “Stage 4” means the fourth stage of the CFO Evolution progression route – Pre-Release Support as described in Paragraph 15 of Schedule 2.1. “Stage 5” means the fifth stage of the CFO Evolution progression route – Through the Gate Support as described in Paragraph 16 of Schedule 2.1. “Stage 6” means the sixth stage of the CFO Evolution progression route - CFO Activity Hub as described in Paragraphs 18 to 22 (inclusive) of Schedule 2.1. “Stage 7” means the seventh stage of the CFO Evolution progression route – Mainstream/community integration as described in Paragraphs 23 and 24 of Schedule 2.1.
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		“Through The Gate Support” means support provided to the Service User as they move into the community following a custodial sentence
28	Special Terms Amended definitions (Schedule 1)	For the purposes of this Call-Off Contract, the following definitions shall be deemed amended as follows: "Call-Off Contract Year" means: (a) Call-Off Contract Year Zero (0) shall be the period from the Call-Off Effective Date until the Call-Off Commencement Date; (b) Call-Off Contract Year One (1) shall be the period from the Call-Off Commencement Date up to and including the 31 March 2025; (c) Call-Off Contract Year Two (2) and so on shall be:- (i) a period of twelve (12) months commencing on the 1 April 2025; or (ii) thereafter a period of twelve (12) months commencing on each anniversary of 1 April 2025 provided that the final Call-Off Contract Year shall end on the expiry or termination of the Call-Off Term and references to Call-Off Contract Year only shall be to any Call-Off Contract Year (as applicable) “Change Authorisation Note” means a form setting out an agreed Contract Change which shall be substantially in the form of Appendix 2 of Schedule 8.2 (Call-Off Change Control Procedure) in this Call-Off Contract “Change Request” means a written request for a Contract Change substantially in the form of Appendix 1 of Schedule 8.2 (Call-Off Change Control Procedure) in this Call-Off Contract "Contract Breakage Costs" means the amounts payable by the Supplier to: a) its Key Sub-contractors for terminating all relevant Key Sub-contracts as a direct result of the early termination of the relevant Call-Off Contract; and b) the landlord of any CFO Activity Hub premises leased by the Supplier solely in connection with the provision of the Services for terminating such lease as a direct result of the early termination of the relevant Call-Off Contract

		“Directory of Services” means a document containing the full range of services offered to Service Users by the Supplier in accordance with this Call-Off Contract “Service Level” means the Call-Off Contract Performance Indicators titled ‘SL1 Attachments’, ‘SL2 Support and Referral’, ‘SL3 Activities’, ‘SL4 Quality and Compliance’ and ‘SL5 Employment, Training and Education Outcomes’ as set out in Schedule 2.2 (Call-Off Performance Levels) “Service User Action Plans” means the plan created with the Service User which is based on their assessed needs and is prepared by the Supplier in a form agreed with the Authority.
29	Special Terms Amendments to Clause 10 to remove the concept of Retained Amount and corresponding amendments to other Clauses	For the purposes of this Call-Off Contract, the Parties agree the following amendments to remove application of the Retained Amount. Clause 10.3.1 of the Framework Agreement shall be deleted in full and replaced with “Not Used”. Clauses 10.4, 10.5 and 10.6 of the Framework Agreement are not applicable for the purposes of this Call-Off Contract. Clause 8.10.1 of the Framework Agreement shall be deleted in full and replaced with the following: 8.10.1 any withholding of the Charges by a Customer pursuant to Schedule 2.2 (Call-Off Performance Indicators); Clause 12.6.2 of the Framework Agreement shall be deleted in full and replaced with the following: 12.6.2 exercise its right pursuant to Schedule 2.2 (Call-Off Performance Indicators) to withhold payment of a proportion of the Charges, Clause 37.6.2(a)(iii) of the Framework Agreement shall be deleted in full and replaced with the following: (iii) to reduce the Operational Performance Payment (OPP), as defined and set out in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract, below 100% of the applicable OPP for the relevant month to the extent that a Performance Failure has been caused by the Force Majeure Event;

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30	Special Terms Amendment to Schedule 2.2 (Performance Indicators)	Notwithstanding the requirements of Paragraph 1.2 of Schedule 2.2 (Performance Indicators) of the Framework Agreement, the Parties agree that instead of selecting the Call-Off Contract Performance Indicators from the Framework Performance Indicators, alternative Call-Off Contract Performance Indicators shall apply for this Call-Off Contract as set out in Schedule 2.2 (Call-Off Performance Levels). For the purposes of this Call-Off Contract, the Parties agree there shall be no Retained Amount and all of the relevant provisions in Schedule 2.2 (Performance Indicators) of the Framework Agreement or otherwise shall not be applicable.
31	Special Terms Amendment to Schedule 7.1 (Charges and Invoicing)	For the purposes of this Call-Off Contract, Paragraph 11 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement shall be deleted in full and replaced with the following: 11. INDEXATION 11.1 The total annual value of the Charges shall be subject to Indexation and shall be adjusted in accordance with the provisions of this Paragraph 11 to reflect the effects of inflation. 11.2 The relevant adjustment shall be: 11.2.1 applied on the first day of the second April following the Call-Off Contract Commencement Date and on the first day of April in each subsequent year (each such date an "adjustment date"); and 11.2.2 determined by multiplying the total annual value of the Charges by the lower of: 11.2.2.1 five (5) percent; or 11.2.2.2 the percentage increase or changes in the Consumer Price Index published for the twelve (12) months ended on the 31 January immediately preceding the relevant adjustment date only. 11.3 Except as set out in this Paragraph 11, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations. For the purposes of this Call-Off Contract, Paragraph 16.3 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement shall be deleted in full and replaced with the following: 16.3 The Parties acknowledge that the Customer, as a public body, is subject to value for money and transparency obligations and, therefore, requires certain protections in relation to a Supplier generating excessive profits in respect of a Call-Off Contract. Therefore, where the actual Supplier Profit/Surplus reported in accordance with Paragraph 16.2 is in excess of the Anticipated

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		Supplier Profit/Surplus the Customer and the Supplier shall discuss taking into account the aims in Clause 8.5 of the Framework Agreement and the principles set out in Schedule 11 (Collaboration) and acting at all times in good faith and acting reasonably: 16.3.1 whether a refund by the Supplier to the Customer of the excess is appropriate to ensure value for money; 16.3.2 whether any adjustment of the Charges is appropriate to ensure value for money (for example, where the volumes are less than was anticipated and/or the Supplier's costs have significantly reduced in respect of the Call-Off Contract); 16.3.3 whether there is an opportunity for the Supplier to re-invest some or all of the excess into:- (a) initiatives, services, works or resources intended to contribute to achievement of the aims as set out in Clause 8.5 of the Framework Agreement; and/or (b) the Services in order to fulfil the objectives of the Customer as advised to the Supplier from time to time and/ to ensure continuous improvement in accordance with Clauses 11.15 to 11.18 of the Framework Agreement.
32	Special Terms Amendment to Schedule 7.2 (Payments on Termination)	For the purposes of this Call-Off Contract, Paragraph 3.8 of Schedule 7.2 (Payments on Termination) of the Framework Agreement shall be deleted in full and replaced with the following Paragraphs 3.8 and 3.9: 3.8 The Supplier shall be entitled to Contract Breakage Costs only in respect of a lease which: (a) is not assigned or novated to a Replacement Supplier at the request of the Customer in accordance with Schedule 8.5 (Exit Management) or otherwise; and (b) the Supplier can demonstrate: (i) are surplus to the Supplier's requirements after the Termination Date of the relevant Call-Off Contract, whether in relation to use internally within its business or in providing services to any of its other customers; and (ii) have been entered into by it in the ordinary course of business. 3.9 Subject to Paragraph 3.8 above and except with the prior written agreement of the Customer, the Customer shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:

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		(a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of the Call-Off Contract; and/or (b) Assets not yet installed at the Termination Date of the relevant Call-Off Contract. For the purposes of this Call-Off Contract, Paragraphs 5.1 and 5.2 of Schedule 7.2 (Payments on Termination) of the Framework Agreement shall be deleted in full and replaced with the following: 5.1 The Compensation Payment shall be an amount equal to the total forecast Charges (as stated in the Financial Model) payable over the Shortfall Period. 5.2 For the purposes of Paragraph 5.1, the "Shortfall Period" means: A. where the Customer terminates the Call-Off Contract pursuant to Clause 38.3.1, a number of days equal to the number of days by which the notice given falls short of 90 days; or B. where the Supplier terminates the Call-Off Contract pursuant to Clause 38.5.1, a number of days equal to the number of days by which the period from (and including) the date of the non-payment by the Customer to (and including) the Termination Date of the Call-Off Contract falls short of 90 days, but in each case subject to the limit set out in Paragraph 3.2.
33	Special Terms Amendment to Schedule 8.2 (Change Control Procedure)	For the purposes of this Call-Off Contract, Schedule 8.2 (Change Control Procedure) of the Framework Agreement shall be deleted in full and replaced with the amended version at Schedule 8.2 (Call-Off Change Control Procedure) of this Call-Off Contract.
34	Special Terms Additional Marketing and Publicity Requirements	In addition to and notwithstanding any other provisions in the Framework Agreement, for the purposes of this Call-Off Contract the following Clauses shall be deemed included: 34A Marketing and Publicity Requirements 34A.1 The Supplier shall comply with the requirements for publicity and information-related measures as outlined in the Provider Guidance. 34A.2 The Authority will work with the Supplier on the information that its material needs to cover to ensure the relevant standards are met. The Supplier must ensure that it seeks approval from the Authority for all publicity material before publication or use and reference should be made to 'MoJ Press Office' media handling requirements as necessary/advised by the Authority.

		34A.3 The Supplier and its Key Sub-contractors must: 34A.3.1 develop and maintain a project specific publicity policy covering the Call-Off Term; and 34A.3.2 provide the Authority with ‘good news’ stories as and when requested ensuring that they have obtained the Service Users’ consent for the Authority to publish.
35	Special Terms Additional Cross Cutting Themes Requirements	In addition to and notwithstanding any other provisions in the Framework Agreement, for the purposes of this Call-Off Contract the following Clauses shall be deemed included: 35A Cross Cutting Themes 35A.1 The Supplier must take action to support the cross-cutting themes of inclusion and diversity and sustainable development. The Supplier must also ensure that it supports its supply chain to do the same. Sustainable Development 35A.2 The Supplier must develop and maintain a project specific sustainable development strategy/policy and project specific plan to be reviewed as and when requested by the Authority. 35A.3 The Suppliers’ policy and plan should address the following key areas as a minimum: 35A.3.1 evidence key principles of sustainability within the Greening Government Commitments & ICT Digital Services Strategy (as set out on the gov.uk website); 35A.3.2 demonstrate and implement actions that contribute to ‘net zero’; 35A.3.3 embed sustainability across the delivery of the Services - include specific activities that improve sustainability (e.g., recycling clothing, upcycling furniture, eco based activities) to contribute to the agenda and activities should provide Service Users with an opportunity to contribute and develop a further awareness of sustainability; 35A.3.4 minimise the use of carbon, waste, water, travel and other resources; 35A.3.5 educate, train and motivate colleagues, stakeholders, supply chain and end users to work in a sustainable manner; 35A.3.6 play a full part in seeking and encouraging new sustainability ideas and initiatives;

		35A.3.7 appoint a dedicated sustainability champion to be responsible for embedding sustainability within the Services and encouraging the publicising of the benefits of sustainable practices; and 35A.3.8 contribute to identified UN Sustainability Goals (7,9,12 & 13). Inclusion and Diversity 35A.4 The Supplier must maintain an inclusion and diversity strategy/policy and develop a project specific plan to be reviewed as and when requested by the Authority. 35A.5 Where the Supplier has an existing inclusion and diversity strategy/policy, this can be submitted but the strategy/policy and project specific plan should address the following areas as a minimum: 35A.5.1 commitment to Equality Act (2010) and relevant legislation; 35A.5.2 detail anti-bullying/anti-harassment policy; 35A.5.3 a process to monitor staff characteristics with a view to address any under-representation; 35A.5.4 a process to inform Service Users of policy and promoting diversity and inclusion ideals within delivery of the Services; 35A.5.5 consideration of Service Users with accessibility issues; and 35A.5.6 process to adhere to inclusion of demographic cohorts and actions taken to address needs.
36	Special Terms Additional Sub-Contracting Principles	In addition to and notwithstanding Schedule 4.3 (Sub-contracting) of the Framework Agreement, or any other provisions in the Framework Agreement, for the purposes of this Call-Off Contract the following Clauses shall be deemed included: 36A Additional Sub-Contracting Principles 36A.1 These “Additional Sub-Contracting Principles”, as set out in this Clause 36A, cover the key principles that must underpin the Supplier's provision of the Services and its engagement with all entities to which it sub-contracts the provision of the Services. 36A.2 Each of the principles set out below in this Clause 36A details how the Supplier should respond to its obligations against each of the principles and governs how the Supplier must engage with its Sub-contractors. 1. Meaningful volume of work allocation

		The Supplier should be able to evidence its approach in allocating work to supply chain partners in a manner which meets its obligations under the Call-Off Contract. The Supplier shall refer meaningful volumes of work to each Sub-contractor and these volumes should be set out in the Sub-contract. The Supplier shall record details of all issues arising out of complaints from Sub-contractors that they have not received expected volumes of work and shall refer these complaints to the Authority. 2. Systems for allocation of work to a Sub-contractor The Supplier should have systems for allocation of specific work to a Sub-contractor where the delivery of that element of the Services is best served by calling on the particular expertise of a Sub-contractor. The allocations should ensure that the Service Users receive Services from a Sub-contractor that has the correct level of expertise. Examples would include Sub-contractors who have the skills and experience required to work with offenders with a range of different needs including without limitation; protected characteristics, female offenders, BAME, and offenders with learning difficulties or dyslexia etc. 3. Volume fluctuations The Supplier must demonstrate to the Authority's satisfaction how it manages any volume fluctuations in referrals and the reallocation of the Services to Sub-contractors. The potential impact of both increases and particularly reductions in work allocation and associated drop in income, and actions to mitigate these risks, must be set out in the Sub-contract. Any changes should be communicated through the change process set out in this Call-Off Contract. 4. Spot purchase arrangements Spot purchase arrangements may be entirely appropriate but can be detrimental to Sub-contractors as opposed to more standard contracts that guarantee an income. Sub-contractors generally, but also in seeking funding or additional business, may be disadvantaged in only being able to reference spot purchase contracts. The Supplier should therefore ensure that, wherever 'spot purchase' arrangements are utilised, options to transition to more stable contractual referral systems are reviewed at regular periods. 5. Payment terms The Supplier should detail a full exploration of payment terms and the impact of these on the supply chain including the requirement for any clawback/ repayment if targets are not met. The implications of this should be worked through for each year of the Sub-contract. 6. Minimum contract term
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		Consideration should be given to the needs of Sub-contractors in relation to the term. The contract length, if inadequate, may damage the ability of the Sub-contractor in seeking new business or additional funding from elsewhere. Supporting statements around expected minimum term of Sub-contracts may be helpful for Sub-contractors to avoid this. 7. Intellectual Property Rights (IPR) The Supplier should set out in the Sub-contract an approach for the handling of intellectual property rights to be established as part of the supply chain selection process. 8. Audit trail The Supplier must maintain an audit trail of engagement with Sub-contractors that demonstrates compliance with the principles established at the outset of the working relationship and shall include any additional support the Supplier offers. 9. Referrals of Service Users to non-contracted partners The Supplier may wish to refer Service Users to organisations who already deliver similar support services. The Supplier must not exploit the services delivered by these organisations, particularly those that do not enter into a formal contractual or grant funding arrangement with the Supplier. The Authority will require the Supplier to articulate how it is supporting and sustaining all organisations that the Supplier intends to refer a significant volume of work. In this context, 'significant' should be interpreted in proportion to the size of the organisation rather than the Supplier's caseload. 10. Meetings The Supplier must record details of the conduct of all meetings with Sub-contractors and any other members of its supply chain and review these records to ensure that they are timely and appropriate and reinforce good relationship management. 11. Supply chain sourcing, selection and refresh process The Supplier must ensure that the sourcing, selection and refresh process for Sub-contractors is transparent. This information must be made freely available to both the Authority and each potential Sub-contractor on request.
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CALL-OFF ORDER FORM
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IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of **the Supplier**

Redacted Under Section 40 of the FOIA: Personal Information

SIGNED for and on behalf of **the Customer**

Redacted Under Section 40 of the FOIA: Personal Information

SCHEDULE 2.1
CALL-OFF SERVICES DESCRIPTION

1. INTRODUCTION

- 1.1 This Schedule sets out the scope of the Services to be provided by the Supplier.
- 1.2 The Services to be provided by the Supplier under this Call-Off Contract shall be:
- 1.2.1 in line with the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
 - 1.2.2 as defined in Part B of this Schedule 2.1;
 - 1.2.3 within the Geographical Location set out in Part C of this Schedule 2.1.

PART A - MANDATORY REQUIREMENTS

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

PART B – SERVICES

1. SERVICE CATEGORY

- 1.1 The Supplier shall provide the Services for this Call-Off Contract within the Education, Training and Employment Service Category and as amended and set out below in this Schedule 2.1.

2. HIGH LEVEL OUTCOMES

- 2.1 CFO Evolution has four aims which support and contribute to the Ministry of Justice strategic outcomes:
- A. To provide a demonstrable sense of purpose for specific cohorts of offenders with complex needs by presenting them with clearly defined progression routes spanning both the custodial and community components of their total sentence.
 - B. To provide safe spaces where offenders can, and importantly, are keen to engage in a range of positive activities designed to foster community buy-in, increase wellbeing and develop the skills required to navigate through the array of issues that present barriers to successful community reintegration.
 - C. To increase effective engagement with mainstream or core services for those groups traditionally excluded.
 - D. To encourage participation in activities to assist individuals to lead law abiding lives.

3. TERMINOLOGY AND DEFINITIONS

- 3.1 The terms 'Supplier' and 'Provider' will be used interchangeably for the purposes of this Call-Off Contract, including any related competition (tender) documentation and any engagement and communications, including responses to clarifications.
- 3.2 The terms 'participant', 'prisoner' or 'Service User' will be used interchangeably for the purposes of this Call-Off Contract, including any related competition (tender) documentation and any engagement and communications, including responses to clarifications.
- 3.3 The terms 'ECA' and 'Geographical Location' will be used interchangeably for the purposes of this Call-Off Contract, including any related competition (tender)

documentation and any engagement and communications, including responses to clarifications.

4 LOCATIONS FOR DELIVERY OF SERVICES

- 4.1 The Supplier is required to deliver the Services, via a range of engagement methods, at the following mandatory sites or locales within the Geographical Location:
- 4.1.1 All participating prisons;
 - 4.1.2 A wing/unit within any prisons with a designated CFO Wing;
 - 4.1.3 Any community locales designated as hosting an existing CFO Activity Hub (although not necessarily within the existing site);
 - 4.1.4 Any community outreach sites designated as a Satellite Hub to main CFO Activity Hubs;
 - 4.1.5 Any community locales designated as requiring a new CFO Activity Hub to be hosted there.

And the following optional sites:

- 4.1.6 Any community sites required to support Supplier solutions for community-based participants unable to readily access CFO Activity Hubs;
- 4.1.7 Any further proposed sites to be used as a Satellite Hub or pop-up CFO Activity Hub or other innovative solution to widen the reach of the CFO Activity Hub.

5 PARTICIPANTS IN SCOPE FOR THIS CALL-OFF CONTRACT

- 5.1 Service Users for whom HM Prison and Probation Service (HMPPS) formally holds responsibility for are in scope for this Call-Off Contract, including those:
- 5.1.1. Serving a custodial sentence;
 - 5.1.2. With preferably less than three (3) years and more than three (3) months left to serve (unless they are a recall);
 - 5.1.3. Held on remand;
 - 5.1.4. Completing a post custody licence/supervision period;
 - 5.1.5. Serving a community order;
 - 5.1.6. Subject to a live case currently progressing through the court system for which they have already submitted a guilty plea;
 - 5.1.7. Being managed via Multi-agency Public Protection Arrangements (MAPPA);
 - 5.1.8. Listed on the Sex Offender Register (if appearing on nDelius);
 - 5.1.9. Subject to a life licence;
 - 5.1.10. Resident in Approved Premises.

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- 5.2 The only exception to the above will be those subject to court martial and referred to the programme through the Military Corrective Training Centre – Colchester.
- 5.3 Both male and female (and those who do not identify as either) Service Users are in scope for this service. At the Authority's sole discretion, at any point during the contract, the Authority may decide to narrow (or expand) these eligibility requirements in any way it chooses.
- 5.4 The following restrictions will apply in all cases, all enrolments must be:
- 5.4.1. Over 18 years of age; and
 - 5.4.2. Able to live/work in the UK (with or without restrictions); and
 - 5.4.3. Not currently being held in an Immigration Removal Centre; and
 - 5.4.4. Voluntary.
- 5.5 Potential participants, who are in employment are also eligible but should be considered on the basis of suitability i.e., are the Services provided as part of CFO Evolution the most appropriate support available.
- 5.6 For the avoidance of doubt, there is no screening requirement to be made eligible for referral for this service.

6 GENERAL REQUIREMENTS

- 6.1 The following General Requirements shall apply to this Call-Off Contract:

General Requirements	
Ref	Requirement
G1	In line with the Equalities Act 2010, the Supplier must deliver Services in a way which responds and adapts to meet the needs of: 1. All people referred to the Services 2. All Supplier Personnel delivering the Services
G2	The Supplier must deliver the Services in a language or format the participant is able to understand.
G3	The Supplier shall maintain continuity of Service in the case of Disaster in accordance with the Service Continuity Plan prepared by the Supplier pursuant to the terms of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) of the Framework Agreement:

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	1. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.6 of the Framework Agreement, and the requirements as set out in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) of the Framework Agreement, maintain Services in the event of sickness of individual members of Supplier Personnel and the Supplier must ensure that an equivalent replacement member of the Supplier Personnel shall be deployed in such instance. 2. Notwithstanding the provisions of Clauses 8.6.1 and 16.1.5 of the Framework Agreement, make every endeavour to ensure that any Supplier Personnel assigned to a participant remains consistent throughout the duration of the Intervention as applicable.
G4	The Supplier shall, where the Customer is the Authority, work with the Authority to develop digital structures and keep up to date with any changes required (for example remaining compliant with the Authority's choice of browser).
G5	To deliver the Services, the Supplier must: 1. Ensure as far as is practicable, the Supplier Personnel delivering the Services to the participant is the same individual throughout the duration of the delivery; and 2. Deliver the Services within timescales agreed with the participant and inform the Authority of any changes to planned Services, ensuring this is recorded on the Customer Approved System.
G6	The Supplier must: 1. Notwithstanding the generality of the requirements in Clause 16 of the Framework Agreement, provide all Supplier Personnel with full introductory training required to complete their role in the delivery of the Services prior to the Call-Off Commencement Date, including, as a minimum training in relation to: 1.1 adult and child safeguarding; 1.2 extremism; 1.3 organised crime; 1.4 risk awareness; 1.5 dealing with challenging behaviour; 1.6 diversity to a standard that allows Supplier Personnel to recognise issues of concern and to share information with the Authority. 2. Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following general skills: 2.1 Working with participants - The ability to:

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	2.1.1 listen and communicate effectively; 2.1.2 motivate and promote a participant's belief in their ability to change; 2.1.3 respond appropriately to challenging behaviour (including Unacceptable Behaviour) in order to de-escalate tension, enable a participant to manage strong feelings and to ensure their own safety and that of others. 2.2 Recording/ information-sharing - The ability to: 2.2.1 Use digital systems to complete, maintain and review Service User Action Plans, record all activity and share information appropriately with the Customer. 2.2.2 Use digital technology with participants. 2.2.3 Share with the Customer via the Customer Approved System. 2.3 Comply with policies/ procedures - The ability to: 2.3.1 Understand and follow policies and procedures appropriate both to the Supplier and to the probation sector generally. 2.4 Proactively manage a caseload of participants in line with the information contained within the Referral provided by the Responsible Officer. 3. The Supplier shall also ensure that: 3.1 Staff engaging with and delivering Services must: 3.1.1 have a relevant qualification; and/or 3.1.2 have relevant work history; and/or 3.1.3 have received training which demonstrates that they understand the issues relevant to working with Service Users. 3.2 Staff are aware of the following with regard to Service Users: 3.2.1 their typical ability levels; 3.2.2 the range of barriers offenders face when engaging with mainstream services; 3.2.3 factors contributing to offending and anti-social behaviour and effective models of addressing them both; 3.2.4 the structure of the criminal justice system including supervision requirements; 3.2.5 the necessity of managing risk and both the statutory procedures in place for this.
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G7	The Supplier must provide Supplier Personnel with continuous professional development. This will include refresher courses on the above G6 1.1 – 1.6 but may also include wider practice issues.
G8	The Supplier must: • Provide a Directory of Services to the Customer in an electronic format in sufficient detail to describe the delivery of each Activity that forms the Services. • Always maintain an active and appropriately populated Directory of Services. • Review on a quarterly basis and update it when there is a removal, addition or alteration of any Activity or Session.
G9	Notwithstanding any specific requirements regarding facilities or estates within the Framework Agreement, the Supplier must provide: 1. A safe environment for Service Users; 2. Appropriate space in which to deliver the Services and so that such delivery of the Services is provided within an environment which meets the diverse needs and requirements of Service Users including relevant Protected Characteristics. If, during the Call-Off Term, the Supplier is required to move premises or undertake any refurbishments, the Supplier must ensure that such is undertaken in a way so as to minimise the impact on delivery of the Services, and the impact on Service Users, any other stakeholders or the general public.
G10	The Supplier shall ensure that it maintains an appropriate process for collating Service User feedback and managing any complaints from Service Users during the Call-Off Term. This process should apply to the whole supply chain and attempt to resolve all Service Users' complaints. The Supplier must explain the feedback and complaints processes to Services Users at the start of provision of the Services, as part of their induction. The Supplier shall supply a copy of its Whistleblowing and Complaints policies on an annual basis to the Customer.
G11	The Supplier shall provide the Services in accordance with the Provider Guidance, as updated by the Authority from time to time.

7 REFERRALS

7.1 The following principles relating to the Referral process shall apply to this Call-Off Contract:

7.1.1 Please note that prison and Probation staff are not mandated to refer Service Users on to this programme.

- 7.1.2 Referrals may be received from a range of stakeholders, or the potential Service User themselves.
- 7.1.3 The Supplier is required to confirm with the professional holding responsibility for managing the risk of each case, as to whether any proposed activity or placement complements the overall resettlement and risk management plan for that individual.
- 7.1.4 The Supplier shall endeavour to embed itself within prison reception / induction programmes to maximise engagement / referrals at an early stage.
- 7.1.5 The Supplier shall develop links / protocols with Probation Delivery Units to ensure that they are:
 - 7.1.5.1. receiving appropriate referrals;
 - 7.1.5.2. complementing existing provision; and
 - 7.1.5.3. in receipt of current risk information.
- 7.1.6 Automatic referral agreements with prison or Probation, co-location, and peripatetic support for Service Users whilst accessing other provisions are all to be encouraged as long as they do not compromise individual risk or undermine the general aims and terms of the HMPPS CFO Evolution.

8 SERVICES DESCRIPTION

- 8.1 The Services will consist of a clearly defined route over seven programme stages, as described in this Schedule 2.1, either:
 - 8.1.1. beginning in custody, moving through-the-gate, continuing into the community, and ultimately leading to successful community reintegration,
 - 8.1.2. for those sentenced to community orders, beginning in the community and leading to stabilisation within that community, or
 - 8.1.3. for prison leavers, not engaged during custody, beginning in the community and leading to successful community reintegration.
- 8.2 In custody, these Services will be only one part of the overall resettlement / rehabilitation offer. The Supplier shall at all times be working to align with the work of HMPPS staff and other programmes/suppliers. This principle applies equally to the community and, in instances where a CFO Activity Hub is co-located with suppliers who deliver Probation-commissioned resettlement services or suppliers of more

generalised community support for a clientele wider than but inclusive of offenders, CFO Support Workers should be working to maximise opportunities for those currently disengaged from mainstream services by supporting them to engage.

- 8.3 All premises must meet all legal requirements and provide facilities commensurate with the requirements of this Call-Off Contract. For clarity, in custody, legal requirements and responsibilities are held by HMPPS, with the Supplier only responsible for programme content, professionalism of its own staff and delivering on commitments it has made within Schedule 4.1 (Call-Off Supplier Solution). Whereas in the community, all legal requirements regarding facilities sit with the Supplier.

Programme Stages

9 Stage 1: Reception & Assessment

- 9.1 The Supplier shall embed itself within the induction programme (or similar early-stage process) within prisons identified as those receiving high volumes of offenders straight from court. The Supplier will promote and explain the Services to potential Service Users, assess their needs and develop an action plan / set goals for Service Users relevant to the stages that they are suitable for and likely to access.
- 9.2 The Supplier shall maintain strong lines of communication with Prison Offender Management teams to ensure that they are sighted on and have access to receptions/transfers to either enrol them on the programme (if appropriate) or facilitate continuity of Services for those already enrolled.
- 9.3 The Supplier shall work closely with prison staff attached to the induction wing / procedures, so that there is considerable understanding of the Services and in particular, the progression route which sits at the heart of it. The Supplier shall work collaboratively with prison staff to identify and attach Service Users and ensure that there is continuity of support at induction. This will not detract from normal induction processes but will enhance the offer available prior to moves onto designated wings.
- 9.4 The Supplier should have an understanding of the full array of services available (not just those funded/facilitated under this Call-Off Contract, but also the mainstream and other complementary offers) within the current establishment and those within other establishments/CFO Activity Hubs within the progression route in which it sits, so that it can advise accordingly, set realistic goals, make appropriate referrals and importantly motivate the Service User.

- 9.5 The Supplier shall ensure that the levels of Supplier Personnel are appropriate for the size of the induction wing and the complexity of those going through the first weeks in custody.
- 10 Stage 2: Preparation for Entering the Core Programme (general population)**
- 10.1 Resettlement needs identified as 'quick wins' will be addressed via either direct work or appropriate referral. Maintaining levels of motivation and focus will be key. If a Service User can reasonably be progressed to a CFO Wing, then the Supplier shall deliver/broker appropriate support (e.g., literacy, mentoring training, substance misuse support) to facilitate this alongside setting goals for the Service User that can be achieved whilst on the CFO Wing.
- 10.2 Where a Service User is not suitable for the CFO Wing programme or there is no reasonable likelihood of a space being made available to them during the remaining custodial portion of their sentence, then the CFO Support Worker should set two distinct sets of goals. Firstly, those representing 'quick wins', followed by a series of aims which provide focus up to the pre-release period (see Stage 4 Pre-release Support). Note that for some of the individuals being progressed to a CFO Wing, it may still be necessary to set both 'quick wins' and longer-term aims depending on their particular circumstances and needs.
- 10.3 From the point of induction, the Supplier shall assess Service Users to identify need and will deliver structured direct or signposted support. The Supplier will use its best endeavours to ensure that barriers are addressed and that the Services provided to the Service Users on the CFO Wing are meaningful and achievable. Through this process, the Supplier will aim to identify further barriers not previously identified or educational support needs that may need further support.
- 10.4 The Supplier shall ensure that CFO Support Workers establish relationships with professionals who have previously assessed the Service User during the reception period to ensure that relevant insights are being shared. There may be local, formal and informal processes/meetings which facilitate this and the Supplier should ensure that it engages with those meetings fully and in an effective manner.

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- 10.5 The Supplier shall ensure that its CFO Support Workers have the appropriate skills, attributes and experience to be able to support Service Users who may suffer from ‘assessment fatigue’ and as such may not be willing to fully engage. Additionally, they may not be emotionally, mentally or in the case of those suffering from withdrawal from drugs/alcohol, physically be in a good place to engage with assessment.
- 10.6 For those prisons with a baseline of three (3) CFO Support Workers, and depending on the complexities of the Service Users, the Supplier shall ensure that there are at least two (2) CFO Support Workers that have the skills to deliver direct work, either in a group setting or on a one-to-one basis.
- 10.7 The Supplier shall ensure that its CFO Support Workers have complete oversight of CFO Evolution and are able to talk with confidence about the model within their establishment.
- 10.8 The Supplier should ensure that it is aware of the characteristics of the prison they are working in and the typical prisoners held there. For example, the aim of re-establishing family ties may be much higher in a female prison, the requirement for interpreters may be higher in prisons in certain areas of the country, or an abundance/lack of certain provision may impact upon likely duration of stay at the receiving prison for certain sub-groups (e.g., healthcare, cognitive programmes etc.). The Supplier should use this knowledge to inform the Services being delivered on the CFO Wing.

11 Stage 2: Preparation for Entering into Core Programme (recalls)

- 11.1 The Supplier shall undertake a review with each Service User on recall and being supported under this Call-Off Contract, to determine the underlying reasons for their failure to comply with the terms of their licence and to identify any resettlement focused ‘quick wins’ that can be addressed via either direct work or appropriate referral within the remaining period in custody. The Supplier shall ensure that it explores protective factors that can be put in place via a CFO Activity Hub or community outreach to give assurance to the Service User and rebuild confidence and motivation.
- 11.2 The Supplier shall ensure that its CFO Support Workers familiarise themselves with the details of each Service Users’ case including their original licence conditions to assist in identifying appropriate areas of additional support. The Supplier should ensure that this familiarisation is done within a timescale that is appropriate for the

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individual Service User, including any additional areas of support based on any newly imposed licence conditions.

- 11.3 The Supplier shall ensure that its CFO Support Workers investigate:
- 11.3.1 the reason for the Service Users' recall;
 - 11.3.2 assess the Service Users' willingness to engage;
 - 11.3.3 check with professionals as to the appropriateness of proposed support to reduce the risk of further recall/offending; and
 - 11.3.4 put that support in place and then confirm that it is in place to both the professionals and the Service User.

The Supplier shall ensure that this work is undertaken within an appropriate time frame.

- 11.4 For Service Users where the period of recall is much longer, the Supplier shall ensure that its CFO Support Workers give careful consideration as to why the Service User has been recalled and start to build a plan for core programme support that is responsive to those underlying reasons.
- 11.5 The Supplier shall ensure that, as the Service User progresses into receiving core support from the programme, they facilitate direct work, where appropriate, which is delivered either one-to-one or in a group setting and which further unpicks the underlying reasons for non-compliance whilst giving the Service User the personal skills/information to support positive choices. Additionally, the CFO Support Worker will look at referrals to provision that can increase personal resilience aimed at enabling the Service User to navigate further challenges 'better' and to furnish them with the skills to make better decisions in the future, both whilst in custody and on release.
- 11.6 For those prisons with a baseline of three (3) CFO Support Workers, and depending on the complexities of the Service Users, the Supplier shall ensure that there are at least two (2) CFO Support Workers that have the skills to deliver direct work, either in a group setting or on a one-to-one basis.
- 11.7 Should the Supplier have Service Users who have previously engaged with the Services and have been recalled, it shall ensure that its CFO Support Workers familiarise themselves with the totality of the case (what has been delivered, what was in place in the community, why this was not effective) and then ensure that the Services provided address why the original plan for that Service User was unsuccessful.

11.8 The Supplier shall familiarise themselves with the local reception/induction arrangements for recalls as there are likely to be variations from the standard way that receptions from court following initial sentencing are dealt with. Additionally, the individual's risk and other concerns may be managed and administered by nominated staff members within an establishment.

12 Stage 3: CFO Wing Residence (general overview)

12.1 CFO Wings are welcoming spaces where individuals feel supported, understood, cared for, and valued. The cohorts within the CFO Wing will consist of one third those identified as appropriate mentors and two thirds those identified as likely to benefit from being mentored. There may be stratification by group where attributes/factors generally contribute to likelihood of falling within either category (e.g., first timers in custody are likely to benefit from peer support).

12.2 The Supplier shall ensure that the programme runs to an agreed and published Stage 3, Phase 1 timetable, thus providing certainty for staff, Service Users and more generally for the members of the prison management team who must ensure that the CFO Wing functions within the logistical and staffing constraints of the wider regime.

12.3 The Supplier shall ensure that they deliver Services as part of Phase 1 on the CFO Wing as described in this Schedule 2.1. Services delivered as part of Phase 1 shall be the responsibility of the Supplier to deliver under this Call-Off Contract. Suppliers shall then move Service Users to Phase 2 of either a 2 or 3 phase model within this Stage 3 as appropriate and as described in this Schedule 2.1.

12.4 The Supplier shall be required to work with the prison to ensure that as much as practicably possible within the constraints of a custodial environment, the CFO Wing presents as warm and welcoming, where practicable, for example by ensuring that group/discussion rooms are clean, bright and full of visual stimuli.

12.5 The Supplier shall ensure that it considers ways in which it can assist in making the transition for Service Users from the CFO Wing to the CFO Activity Hub as seamless as possible. This may take the form of shared branding of support materials, terminology, clothing colour/design for staff, community-based staff meeting Service Users whilst still on the wing, familiarising Service Users with CFO Activity Hub locations and the menu of activity available or assisting with Release on Temporary

Licence (RoTL) applications to enable them to visit a CFO Activity Hub prior to release. These are suggestions, however, we encourage the Supplier to provide additional innovative/effective solutions over and above these.

- 12.6 The Supplier shall ensure that it has a minimum of five (5) CFO Support Workers within the prison hosting a CFO Wing.
- 12.7 Three (3) of the CFO Support Workers shall act as Evolution Wing Facilitators (EWF) and will deliver the agreed timetable. The remaining two (2) CFO Support Workers shall work mostly with the general population providing CFO Evolution core support to potential Service Users within the wider prison and with input into the delivery on the CFO Wing providing general resettlement/holistic support to the Service Users, where required.
- 12.8 The Supplier shall ensure that security and safety considerations always take precedence. In practice, this may lead to, but is not limited to, individuals being moved mid-programme, lockdown of the establishment with all but essential activity suspended or an increase in the time it takes for staff to enter the establishment. As well as security concerns, the Supplier should take into consideration that prison population fluctuates and this can also impact upon safety, security and the general operation of the regime. Due to the above potentially impacting on delivery of the Services, we expect the Supplier to be flexible as required and to be able to quickly respond to any wider regime considerations.

13 Stage 3: CFO Wing Residence (Phase 1)

- 13.1 The Supplier is responsible for the Phase 1 element of Stage 3 and shall ensure that it considers the requirements which are specific to the CFO Wing when delivering Phase 1 and which shall include but not be limited to, some, or all, of the following:
 - 13.1.1 Duration (typically between 6 and 9 weeks);
 - 13.1.2 Whether there will be a break between intakes (typically one week of no or limited group/classroom-based activity);
 - 13.1.3 Whether there will be flipping (i.e., a programme repeated both AM and PM to 2 distinct cohorts);
 - 13.1.4 Any mandatory content (as opposed to the suggested content outlined below);
 - 13.1.5 Whether the overall structure will be loose (i.e., predominately themed drop-in sessions) or highly structured (i.e., fixed classes/sessions with fixed content), or as is typical, a combination of both;

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- 13.1.6 Whether there will be a roll-on, roll-off requirement (i.e., Service Users can enrol and complete the CFO Wing programme at any time) or whether it will be fixed cohorts, of around 12 Service Users, starting and completing at the same time;
 - 13.1.7 Whether all prisoners residing on the wing will be signed up to the programme automatically whilst waiting for their slot to enter the core Phase 1 delivery or whether they will sign up at the point of commencing the programme (typically the former model);
 - 13.1.8 Whether there will be work undertaken prior to Phase 1 for some or all Service Users, and whether the Supplier is expected to contribute to this (e.g., Service Users identified as suitable mentors are put through mentor training);
 - 13.1.9 Commitments from the prison to provide sessions/content (e.g., Prison Offender Management Team / healthcare / gym sessions);
 - 13.1.10 Regime constraints such as scheduling of domestics (e.g., washing and ironing clothes) that occur during the typical working week of Mon-Fri 9:00am – 5:00pm, alongside the workable duration of any Supplier-led sessions; and
 - 13.1.11 Any staffing or other resource that is in addition to the number of staff ringfenced by the prison to support the CFO Wing.
- 13.2 The Supplier shall ensure that Phase 1 includes, but is not limited to:
- 13.2.1 classroom and discussion group sessions that focus on traditional resettlement needs;
 - 13.2.2 constructive use of leisure time;
 - 13.2.3 the development of positive personal interests;
 - 13.2.4 citizenship;
 - 13.2.5 life skills; and
 - 13.2.6 achieving individual goals.
- 13.3 The Supplier should design the Phase 1 programme to include appropriate recognition of achievement and celebration of the same, particularly through the awarding of certificates to Service Users on completion of the Phase 1 stage. There is no requirement for these certificates to be linked to any formal accreditation or qualification.

14 Stage 3: CFO Wing Residence (Phases 2 and 3)

Note: As part of Stage 3, prisons will operate a 2 or 3-phase model. Paragraphs 14.1 to 14.3 below describes Phase 2 within a 3-phase model and Paragraphs 14.4 to 14.6 describes

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Phase 3 within a 3-phase model. Where the requirement within the prison is for a 2-phase model, the principles of the respective Phase 2 and Phase 3 will be combined into a single Phase 2.

- 14.1 Phase 2 will consist of a vocational placement within the wider prison regime. As such, the resourcing and allocation of Service Users to activity is primarily the responsibility of the prison. The Supplier will not be responsible for delivering the training in Phase 2 however, the Supplier will be expected to deliver general support work to Service Users should it be requested to do so as part of Phase 2.
- 14.2 Where appropriate and practicable, Suppliers may take advantage of access to Service Users engaged within Phase 2, for example by engaging with Service Users regarding individual support requirements/goals.
- 14.3 The Supplier shall ensure that its CFO Support Workers who are working across the wider population (not those acting as EWF) offer ongoing resettlement support (where required), oversight to mentoring programme and general motivation work to ensure Service Users remain engaged.
- 14.4 During Phase 3, Service Users will spend 6-9 weeks undertaking work / projects for the benefit of the wider prison community. These activities will primarily be facilitated by prison staff however the Supplier should provide ongoing resettlement support (particularly for those with imminent release dates and / or parole hearings), oversight of the mentoring programme and general motivation work to ensure Service Users remain engaged.
- 14.5 The Supplier shall have input at week 1 of Phase 3 and also towards the end where the Supplier will ensure its CFO Support Workers, acting as EWF shall undertake the following work as appropriate for the individual Service User:
 - 14.5.1 reconnect with Service Users;
 - 14.5.2 assess Service Users' progress;
 - 14.5.3 identify any unmet resettlement needs;
 - 14.5.4 make any appropriate referrals or progress work on their behalf, and then meet with them again to feedback on progress; and
 - 14.5.5 recognise individual success and give assurance that they will continue to be supported once they have left the CFO Wing.

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- 14.6 The Supplier shall ensure that during the activities outlined in Paragraph 14.4 above, they include input from a CFO Support Worker (non-EWF), whilst also including staff from any relevant CFO Activity Hub or other CFO Evolution community delivery to help make the connection between custody and community provision.
- 14.7 The Supplier shall ensure that once the Service User has completed Stage 3, ongoing support plans are tailored towards any local variations on the model.
- 14.8 On occasion, Service Users who are successfully engaging in the programme may be re-categorised as suitable for open conditions. In these cases, the Supplier should ensure that the Service User, prior to transfer, is aware of the ongoing support they will receive from the Authority and that this is communicated to all relevant professionals in the receiving establishment.
- 14.9 The Supplier should be clear on its strategy for facilitating warm case handover when Service Users are transferred between establishments or released, particularly when this is between two different Geographical Locations.

15 Stage 4: Pre-Release Support

- 15.1 This stage is not about offering support as much as it is about determining what support is required for each Service User and giving realistic assurances around what support can be put in place. The Supplier should ensure that it gathers sufficient, relevant information about/from the Service User at this stage to effectively inform the rest of the Service User's engagement with the other stages described within this Schedule 2.1.
- 15.2 The Supplier should ensure that, as much as is practicable, it links in with the formal pre-release arrangements that are already in place within the prison and, in all cases, ensure that it is aligning with them, rather than contradicting or duplicating.
- 15.3 The Supplier shall complete a Pre-Release Inventory, the format of which will be agreed with the Authority, outlining housing, finances, education, employment, cultural and any additional support services required and addressing any immediate practical issues with each Service User at, ideally, the 4 weeks left to serve point.
- 15.4 The Supplier shall ensure the Pre-Release Inventory is shared with the Authority via the CATS system and that the Pre-Release Inventory has been picked up by a CFO

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Support Worker within a CFO Activity Hub or by those offering support solutions for Service Users not able to access the CFO Activity Hubs, as appropriate to individual circumstance and in the relevant Geographical Location within the community.

- 15.5 The Supplier should be aware that in some cases, the Service User might be released into a different geographical area so must have a strategy on how it will engage with other provision and suppliers to facilitate a warm handover of the case, seamlessly maintaining support and delivery for the Service User.
- 15.6 The Supplier shall engage with Service Users in a way that allows it to gain insight into the areas causing the Service User anxiety, particularly where these areas may make them vulnerable to reoffending. The Supplier shall ensure that any support offered to the Service User seeks to address those areas.
- 15.7 For Service Users participating in the CFO Wing programme, where the four (4) weeks prior to release falls within the period within the final phase of the CFO Wing programme, the Pre-Release Inventory should be completed near the beginning of the final phase and involve discussion with an EWF CFO Support Worker and other professionals on the CFO Wing to gain appropriate insight into the Service Users' needs.
- 15.8 Where a potential Service User is picked up at prison reception but they do not have four (4) weeks left to serve, the Supplier should contact the community staff within the relevant geographical area to ensure they work with the Service User within the period they have left to serve to arrange a smooth hand over.

16 Stage 5: Through-The-Gate (TTG) Support

- 16.1 As the Service User leaves custody there is an expectation that the Supplier will have prepared them to move effectively into the community and enabled them to feel they can engage with the support identified within the Pre-Release Inventory completed at Stage 4.
- 16.2 The Supplier shall conduct a 'warm handover' to the CFO Activity Hub within the Geographical Location that the Service User is to settle in, whether that be a CFO Activity Hub covered under this Call-Off Contract or one managed by another supplier in a different Geographical Location.

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- 16.3 The Supplier must have a strategy in place regarding how they will facilitate smooth transfers between Geographical Locations.
- 16.4 The Supplier shall make contact with the Service User prior to release, so that there is already an established relationship. If CRS provision has been identified as part of their licence conditions, the Supplier shall ensure that a CFO Support Worker works collaboratively to ensure that the Service User can fully engage with this whilst continuing with the support agreed in custody.
- 16.5 Where the custodial portion of the sentence is less than four (4) weeks or where a Service User has not been picked up by the Supplier before reaching the point of four (4) weeks remaining, the Supplier shall ensure that its CFO Support Workers immediately work with the custodial team to complete a Pre-Release Inventory, focusing on 'quick wins' or support structures that can be put in place relatively quickly, the most obvious example being a referral to a CFO Activity Hub.
- 16.6 In all instances where a referral to a CFO Activity Hub is appropriate, the Supplier shall ensure that the Service User has a very clear idea of why they should engage with the CFO Activity Hub, the menu of Services available to them at the CFO Activity Hub and the name of a contact at the CFO Activity Hub, who will make contact with them prior to release. Where possible, Release on Temporary Licence (ROTL) could be used to allow Service Users in custody to visit and familiarise themselves with the CFO Activity Hub.
- 16.7 The Supplier shall ensure that the custodially-based CFO Support Worker familiarises themselves with any restrictions and details of any CRS support identified as required for the Service User. The Supplier shall encourage the Service User to engage with the community provision and as such, a warm handover must be conducted to convey this to the community-based CFO Support Worker team prior to release, ensuring this is done within the four (4) weeks left to release period. The Supplier can conduct handovers virtually, via video or tele-conferencing facilities, or in person. Paper or electronic note-based handovers should be avoided wherever possible, rather these should provide supporting detail.
- 16.8 The Supplier should endeavour to prepare an array of engaging material relating to its community provision, including video walkthroughs of the CFO Activity Hub, and

should secure permission from prison to present these (via laptop or hand-held device) to Service Users prior to release in order to increase day one engagement.

17 Supplier solutions for Community Outreach (prison releases - Equivalent to Stage 5 entry)

- 17.1 Where a Service User is released to areas where it is not practicable to access a CFO Activity Hub the Supplier must suggest alternative support solutions.
- 17.2 Prior to working with a Service User, the Supplier must familiarise itself with the specifics of the case. That familiarity should derive from carrying out most, or all, of the following, with Paragraphs 17.2.1 to 17.2.4 being representative of good practice and Paragraph 17.2.5 being essential:
 - 17.2.1 A meeting prior to release with the Service User (either in person or via video/teleconferencing facility)
 - 17.2.2 Reading the Pre-Release Inventory
 - 17.2.3 Reading all CATS notes
 - 17.2.4 Discussion with custodial-based CFO Support Workers
 - 17.2.5 Discussion with other professionals (e.g., prison pre-release teams), including as a priority those holding responsibility for risk management.
- 17.3 The Supplier must set expectations with the Service User for the ongoing support the Service User will receive prior to release. The Service User must be made aware that that support is in place for them at the earliest opportunity on release.
- 17.4 The Supplier must ensure early discussions take place with the Service User that include an evaluation of whether attendance at a CFO Activity Hub is feasible, with options to help facilitate/support. If not practicable at this stage, the Supplier must ensure that it contacts the Service User at a later stage, particularly as their confidence grows or additional practical support is provided.
- 17.5 Thinking holistically, the Supplier must consider at this early stage, whether there are any in-house or externally provided services that it may be beneficial to refer the Service User onto, ensuring consideration is given to those related to physical or mental health, accommodation, emotional resilience, and desistance from alcohol/drugs misuse.

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- 17.6 The Supplier must ensure it develops and fosters productive links with training providers, further education providers/colleges, employers, employability programmes, job brokerage services and opportunities for work trials/tasters.
- 17.7 Once Service Users move on to employment, training or education, or other mainstream outcomes, the Supplier must consider additional support to sustain the outcome.
- 17.8 The Supplier must ensure there are clear and regular communications with each Service User. The Supplier should ensure that the Service User always has a clear view of what is being done on their behalf, when and why, as well as what is expected of them, when and why. All of which should be reinforced by either monthly, as a minimum, face-to-face checkpoints, or an alternative electronic real-time solution.
- 17.9 The Supplier's CFO Support Workers must have good communication and organisational skills, which they will have to apply to both liaising with a range of professionals and maintaining the motivation levels of Service Users.

18 Stage 6: CFO Activity Hubs (General Overview)

- 18.1 The Supplier should use its best endeavours to ensure that the CFO Activity Hub represents a safe space where Service Users can engage in a range of activities. There should be no statutory, or any other form of compulsion, and as such the CFO Activity Hub should not present as authoritarian, rather the user experience should be consistent with that of a community centre, youth club, creative hub or social club with lots of engaging social, creative and group activities readily available.
- 18.2 The Supplier shall ensure that it has received approval from the Authority that each CFO Activity Hub is ready for use and meets the required standards as outlined in Paragraph 18.1 above and within the Provider Guidance.
- 18.3 The Supplier should encourage Service Users to view the purpose of the environment, programme, staff and operating culture to be that of helping them to reintegrate into society alongside supporting them as they complete statutory requirements via Probation/CRS.
- 18.4 The CFO Activity Hub must be placed in local communities and the Supplier must use its best endeavours to involve local organisations and/or community representatives.

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The Supplier should ensure that the CFO Activity Hub focuses on engagement of Service Users at risk of re-offending following release and those serving community sentences.

- 18.5 The Supplier must ensure that the CFO Activity Hub is the delivery site for most of the Services delivered. The Supplier will ensure that a CFO Support Worker within the CFO Activity Hub is responsible for the initial engagement, assessment, and oversight of delivery of the Services to each Service User.
- 18.6 The Supplier should ensure that, in terms of Services delivered or referrals to support made, each Service User's journey is individualised to suit their needs, rather than following a fixed route. The Supplier must ensure it applies the principles of the Engage-Sustain-Support-Progress (ESSP) Model within the CFO Activity Hub.
- 18.7 The Supplier should ensure that the ESSP Model informs the Services available to Service Users within the CFO Activity Hub.
- 18.8 The Supplier must ensure that the CFO Activity Hub is accessible via public transport. Other services may be offered on the same site, either by the same or additional organisations, but only if any associated risk of offending related to co-location is managed effectively.
- 18.9 The Supplier must consider how it supports Service Users who live in rural areas or those without sufficient public transport links to attend a CFO Activity Hub.
- 18.10 The Supplier must ensure that the site chosen for the CFO Activity Hub is of sufficient size to allow several Services to effectively take place at the same time. The CFO Activity Hub should have separate rooms conducive to facilitating group and one-to-one activities including the ability to hold confidential/sensitive discussions discretely and safely. A staff room or designated area where IT and any documentation can be stored securely must be provided alongside all statutory requirements in relation to disability access, as well as an expectation that there are readily accessible toilet facilities on site, along with the provision of drinking water and/or general refreshments available on or near the site.

- 18.11 The Supplier must ensure the Service User has access to a schedule or list of Services, in an easily understandable and readily accessible form and must ensure the CFO Activity Hub provides a varied and engaging range of Services.
- 18.12 The Supplier should ensure that all stakeholders such as prison and Probation staff within the progression route are furnished with materials describing the range of Services available, with the recognition that this may change from time-to-time.
- 18.13 The Supplier shall deliver the categories of activities outlined below as part of Stage 6 within the CFO Activity Hub in an appropriate environment and with a professional working culture, providing effective interventions and services, addressing community and social factors and enhancing positive feelings for the Service Users.

19 Stage 6: CFO Activity Hubs (initial visit)

- 19.1 The Supplier must ensure that the Service User is received and welcomed to the CFO Activity Hub on their initial visit by a CFO Support Worker who will, as much as practicable, remain a consistent contact point for them throughout subsequent visits. The Supplier must ensure that a CFO Support Worker within the CFO Activity Hub has familiarised themselves with any documentation relevant to the Service User (particularly in relation to Stage 4: Pre-Release Support and Stage 5: Through-the-Gate Support) and liaised with relevant colleagues.
- 19.2 Specifically in relation to prison leavers and prior to working with the Service User, the Supplier must use its best endeavours to ensure that any activity used to initially engage the Service User represents a positive experience for them, so that engagement is sustained. The Supplier shall ensure that the staff within the CFO Activity Hub use their daily interactions to forge positive relationships with the Service Users and identify opportunities and strategies to begin to progress them into activity which endeavours to address some, or all, of the following:
- 19.2.1 Helps them to address logistical barriers to engaging with mainstream provision;
 - 19.2.2 Develops life-skills;
 - 19.2.3 Enhances their employability;
 - 19.2.4 Fosters a sense of self-worth;
 - 19.2.5 Builds up personal resilience;
 - 19.2.6 Engages them in community support networks;
 - 19.2.7 Makes them more receptive to engaging with professionals;

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- 19.2.8 Makes them more open to referrals to support outside of the CFO Activity Hub environment; and
- 19.2.9 Reinforces the value of leading law-abiding lives.
- 19.3 Alternatively, for those sentenced to community orders and prior to working with a Service User, the Supplier must familiarise itself with the specifics of the case. That familiarity should derive from carrying out most, or all, of the following, with Paragraphs 19.3.1 and 19.3.2 being representative of good practice and Paragraph 19.3.3 being essential:
 - 19.3.1 A meeting prior to release with the Service User (either in person or via video/teleconferencing facility);
 - 19.3.2 Reading all CATS notes; and
 - 19.3.3 Discussion with other professionals (e.g., prison pre-release teams), including as a priority those holding responsibility for risk management.
- 19.4 The Supplier must ensure that early discussions with the Service User identifies what protective factors / support networks or structures are in place and what can be done to maintain them. Priority should be given to sustaining employment, accommodation and family ties (except where to do so would be contrary to any risk management plan).
- 19.5 The Supplier must ensure the Service User is oriented and familiarised with:
 - 19.5.1 the layout of the CFO Activity Hub;
 - 19.5.2 the names and roles of the staff;
 - 19.5.3 the range of activities available;
 - 19.5.4 the ethos and purpose;
 - 19.5.5 expectations regarding behaviour; and
 - 19.5.6 general safety and logistical issues.
- 19.6 The Supplier must complete any required paperwork as detailed within the Provider Guidance (particularly where this is a new Service User to the programme) and open a case / update CATS accordingly.
- 20 Stage 6: CFO Activity Hubs (Human / Citizenship activities)**
- 20.1 The Supplier should ensure that Services offered within the human/citizenship category are designed to develop a Service User's sense of self-worth, enabling them to develop positive plans for their future. These Services should foster altruism and develop team working skills. There should be a significant emphasis on contributing

positively to the local community. Group work and activities including those centred on arts, craft, sports, horticulture, drama, media, music, and dance as well as time-bound, task-oriented projects are appropriate to this category.

21 Stage 6: CFO Activity Hubs (Community & Social activities)

21.1 The Supplier must ensure that a substantial proportion of the Services offered within the CFO Activity Hub should be those deemed as to be falling within the community and social activities.

21.2 The Supplier should ensure that Services offered within the Community and Social Factors category are designed to build personal resilience, strengthen support networks, and upskill Service Users. These Services should provide Service Users with the tools, skills, and links to support, to overcome barriers such as lack of work experience, low educational achievement and weak family and community ties, as well as providing practical support to enable them to engage with mainstream services (e.g., setting up bank accounts, registering with health provision, linking to accommodation support, debt advice, careers advice). Education, training, and work experience should feature heavily within any service offering falling under this category.

22 Stage 6: CFO Activity Hubs (Interventions and Services wrap-around support)

22.1 The Supplier must identify where a Service User has been required (either directly by a court or via Probation) to engage with a specified activity/intervention. The Supplier must ensure it delivers a minimum of 10 hours of wrap-around support for that activity/intervention.

22.2 The Supplier must ensure it provides details of the wrap-around support that will be provided to Services Users and explains how it will cover the following stages:

- 22.2.1 pre-intervention commencement;
- 22.2.2 concurrent with intervention; and
- 22.2.3 post-intervention.

22.3 The Supplier must ensure that any activities mandated by the court alongside those required by Probation are prioritised for wrap-around support.

23 Stage 7: Mainstream / Community Integration (General Overview)

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- 23.1 The Supplier shall ensure that the CFO Support Worker(s) are sufficiently experienced and be able to identify when a Service User is able to successfully progress to mainstream activity.
- 23.2 The Supplier must link Service Users who have successfully completed all or some of the previous stages to one or more of the following mainstream destinations/outcomes:
- 23.2.1 employment opportunities either via a network of established links or via a specialist job brokerage organisation;
 - 23.2.2 vocational training or education placements;
 - 23.2.3 social housing providers;
 - 23.2.4 community organisations able to benefit from the support of the Service User, now that they are at a progressed stage of their CFO Evolution resettlement journey; and
 - 23.2.5 wider family, faith or community support networks that can welcome them and provide an ongoing steadying influence.
- 23.3 Where the Supplier is linking the Service User to a mainstream destination/outcome, the Supplier should consider entering an arrangement with a specialist Sub-contractor to complete this stage. The Supplier must ensure appropriate systems are in place to ensure the Sub-contractors are supporting Service Users and are offering appropriate support to Service Users. This must not be a simple transfer of data, the Supplier must ensure there is a meaningful interaction between the CFO Support Worker in the CFO Activity Hub and the Sub-contractor to bring an additional sense check to the decision from someone who has direct experience of the case.
- 23.4 The Supplier must ensure they liaise with Probation Practitioners and CRS providers prior to securing specific opportunities for the Service User, monthly, as a minimum, with risk level checks also taking place.
- 24 Stage 7: Mainstream / Community Integration (sustaining outcome)**
- 24.1 As the Service User moves into the mainstream destinations/outcomes by virtue of engaging with the Services, the Supplier must ensure the support is readily available for the Service User and that the Service User understands how to access that support.
- 24.2 The Supplier must provide the Service User with a suitable evidence-driven package of support that must include a monthly touch point, as a minimum, and must be tailored to the Service Users requirements.

24.3 Where any of the support is delivered via specialist Sub-contractor, then the Supplier must ensure that a CFO Support Worker is responsible for retaining knowledge of each case and maintains records of the Service User's progress.

25 Supplier solutions for Community Outreach (community orders) - Equivalent to Stage 6 entry

25.1 Where Service Users receiving Community Orders reside in an area where it is not practicable to access a CFO Activity Hub, the Supplier must offer alternative solutions for how the Service User will receive support.

25.2 Prior to working with a Service User, the Supplier must familiarise themselves with the specifics of the individual cases. That familiarity should derive from carrying out most, or all, of the following, with Paragraphs 25.2.1 and 25.2.2 being representative of good practice and Paragraph 25.2.3 being essential:

25.2.1 A meeting with the Service User (either in person or via video/teleconferencing facility);

25.2.2 Reading any existing CATS notes (if relevant); and

25.2.3 Discussion with other relevant professionals, including as a priority those with responsibility with risk.

25.3 The Supplier must ensure early discussions identify what protective factors / support networks or structures are in place and identify what can be done to maintain them. Priority must be given to sustaining employment, accommodation and family ties (except where to do so would be contrary to any risk management plan).

25.4 The Supplier must include an evaluation of whether attendance at a CFO Activity Hub is feasible, including considering options to help facilitate/support attendance. If not practicable at this stage, the Supplier must revisit the discussion with the Service User at a later stage, particularly as the Service Users' confidence grows or additional practical support is provided.

25.5 Thinking holistically, the Supplier must consider, at this early stage, whether there are any in-house or externally provided services that may be beneficial to refer the Service User onto, giving particular consideration to those related to physical or mental health, accommodation, emotional resilience and desistance from alcohol/drugs misuse.

- 25.6 The Supplier must have links to training providers, further education providers/colleges, employers, employability programmes, job brokerage services and opportunities for work trials/tasters.
- 25.7 Once Service Users progress on to employment, training or education, or other mainstream outcomes, the Supplier must consider supplying additional support to sustain the outcome.
- 25.8 For the entirety of this stage, the Supplier must ensure there is clear and regular communication to the Service User. The Supplier must ensure that the Service User has a clear understanding of what is being done on their behalf, when and why, as well as what is expected of them, when and why. All of which must be reinforced by either regular checkpoints or an electronic real-time solution.
- 25.9 The Supplier must ensure that its CFO Support Workers operating at this stage have good communication and organisational skills, which they will have to apply to both liaising with a range of professionals and maintaining the motivation levels of Service Users. The Supplier must ensure that the CFO Support Workers within the CFO Activity Hubs have access to safe spaces to meet with Service Users.

26 Court referrals (selected areas)

- 26.1 As a minimum, one main CFO Activity Hub or Satellite Hub per Geographical Location must operate a direct-from-court referral programme to pick up:
- 26.1.1 Service Users sentenced to Community Orders for which the CFO Activity Hub presents an opportunity to increase the likelihood of compliance;
 - 26.1.2 Service Users sentenced to short custodial sentences for which the CFO Activity Hub provides assurance that they will be supported on release, and therefore represents a positive and hopeful goal;
 - 26.1.3 Service Users pleading guilty but not yet sentenced, for which engagement has potential to influence sentencing decisions; and
 - 26.1.4 Service Users found in breach for which commitment to engage in the CFO Activity Hub may make the difference between a further community sentence and a custodial one.
- 26.2 During the Implementation Period following contract award, the Authority will work with the Supplier to identify the court which is best placed to form part of the respective

progression route based on anticipated volumes, remit and scheduling. The Authority will facilitate initial discussions between the Supplier and all relevant parties providing context and presenting insights from previous pilots which the Supplier will be expected to fully engage with and attend.

- 26.3 From the Call-Off Commencement Date, the Supplier will be responsible for progressing and maintaining the court link. The Supplier must forge local links with HM Courts and Tribunals Service (HMCTS) and the judiciary, as well as Probation and other relevant parties. The Supplier should also develop links with any Problem-Solving Courts (PSCs) operating within the Geographical Location.
- 26.4 Regarding those Service Users who are sentenced to short custodial sentences, the Supplier must liaise with all relevant parties to ensure that the Service User is aware of the support available for them on release.

27 Enrolment and Action Planning

- 27.1 The Supplier must liaise closely with Prison Offender Management teams, Probation Practitioners and CRS providers to identify potential Service Users suitable for CFO Evolution. The priority for enrolments must be offenders who are considered the hardest to reach.
- 27.2 The Supplier must ensure that its CFO Support Workers assess each potential Service User for entry onto the programme and must use the mandated CFO Evolution assessment process as detailed within the Provider Guidance. This must be the starting point to determine the level of need a potential Service User may have and generally identify whether CFO Evolution support is appropriate for the individual. Each potential Service User will have had other assessments conducted during their sentence and there may be opportunities to share information to minimise duplication.
- 27.3 A Service User will only be deemed to have started on the CFO Evolution once a Supplier has:
- 27.3.1 Confirmed eligibility and consent with the Service User;
 - 27.3.2 Undertaken a face-to-face in-depth needs/suitability assessment with the Service User;
 - 27.3.3 Discussed objectives and agreed potential activities with the Service User; and

- 27.3.4 Had confirmation from the Authority that the enrolment has been successfully processed and approved within CATS.
- 27.4 Where additional information relating to Service User sentence planning arrangements are contained within records held by HMPPS and access is required, the Supplier will be responsible for ensuring local data sharing arrangements are put in place.
- 27.5 Any activity planned for the Service User must complement any statutory arrangements and the Probation Practitioner must be kept informed of delivery plans. The Supplier must liaise with those responsible for offender management activities, to ensure appropriate CFO Evolution objectives are developed which align to both sentence planning and risk information. Regular review of risk information must take place. There should be specific consideration of risk within the CFO Activity Hub environment, which must be monitored throughout the Call-Off Term.
- 28 Other Supplier responsibilities**
- 28.1 **Engagement** – The Supplier must work closely with a range of identified stakeholders in custodial and community delivery sites (most notably, but not solely, Probation/CRS, Prison Education Framework/Service, prison pre-release teams, New Futures Network), to ensure effective alignment of provision. Any Supplier engagement should facilitate effective referral routes for Service Users. The Supplier must work closely with Probation Practitioner and CRS suppliers, to ensure that duplicate services are not delivered as part of CFO Evolution support. Service Users are expected to receive CFO Evolution support alongside Probation/CRS services, as this is a key element of the CFO Evolution approach. The Supplier must ensure there is sufficient awareness of both statutory and peripheral support.
- 28.2 **Risk** – The Supplier must liaise with Probation Practitioners to determine appropriate targeting of offenders who may benefit from CFO Evolution support. The Supplier must liaise with those responsible for the delivery of offender management arrangements and will operate within a risk of serious harm framework, to ensure that all CFO Evolution Service User activity is appropriate and carried out within public protection arrangements.
- 28.3 **Service User Feedback** – The Supplier must conduct its own Service User satisfaction surveys during the Call-Off Term, six (6) monthly, as a minimum. The Supplier must use the results to improve the Service Users' experience and the Services provided.

The Supplier must use its best endeavours to complete an 'exit' interview when a Service User is moving on from its support, either by virtue of transferring a participant record on CATS, Through the Gate Support to another area or Geographical Location or moving onto mainstream support, e.g. moving into full-time employment.

29 SUPPLIER PERSONNEL SKILLS AND KNOWLEDGE

- 29.1 Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, or otherwise in accordance with the requirements in relation to Supplier Personnel as are set out in the General Requirements for this Call-Off Contract, the Supplier shall ensure that all Supplier Personnel delivering the Services should have:
- 29.1 a comprehensive understanding of the Services and be able to talk with confidence about the model within their organisation and wider;
 - 29.2 up-to-date knowledge of the local job market and vacancies;
 - 29.3 the skills to build and maintain strong relationships with statutory and other partners;
 - 29.4 the ability to forge strong relationships with prison staff working on/alongside the CFO Wing to ensure that Services can be put in place quickly and Service User needs are addressed;
 - 29.5 an understanding of the different avenues to access onward provision as individual barriers are identified;
 - 29.6 an understanding of the implications that employment offers have on eligibility to benefits;
 - 29.7 an understanding of the relevant issues and concerns around Service User wellbeing particularly in relation to suicide and self-harm risk, with an ability to support the prison by operating in a professional manner;
 - 29.8 the ability to take the risk of re-offending into account when matching a Service User to a job or training opportunity;
 - 29.9 the ability to identify potential Learning Difficulties and/or Learning Disabilities or challenges faced by Service Users; and
 - 29.10 relevant qualifications, work history or training to demonstrate their ability to work with Service Users and understand the issues they may face.

PART C – GEOGRAPHICAL LOCATIONS

1. The Supplier shall provide the Services (as set out in Part B above) in the following Geographical Locations (also referred to as ECA – Evolution Contract Areas).
2. The programme is split into nine (9) Geographical Locations across England. Geographical coverage refers to both where the CFO Wings and CFO Activity Hubs are located and the totality of the area for which the Supplier should offer community support solutions for community starts and prison leavers. The Supplier shall deliver the Services in the following Geographical Locations and within the prisons and mandated CFO Activity Hub locations as shown below:

Contract Lot Area	Wing Prisons	Feeder Prisons	Outlying Prisons	Female Prisons
West Midlands	Featherstone	Birmingham	Oakwood	
	Drake Hall (F)		Dovegate	
			Stoke Heath	
			Brinsford	
			Hewell	
			Swinfen Hall	

Mandated Hub Locations:

Main Hubs	Satellite Hubs
WEST MIDLANDS	
Birmingham	Stoke
Wolverhampton	

SCHEDULE 2.2

CALL-OFF PERFORMANCE LEVELS

1. CALL-OFF CONTRACT PERFORMANCE INDICATORS

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

2. BEDDING IN PERIOD

- 2.1 For the purposes of Paragraph 1.6 Schedule 2.2 (Performance Indicators) of the Framework Agreement the bedding in period shall be **three (3) months** and sub-Paragraph (a) is not applicable for this Call-Off Contract.

3. DESCRIPTION OF SERVICE LEVELS

- 3.1 The Authority shall measure performance against each of the following Call-Off Contract Performance Indicators (also referred to as Service Levels) through CATS, utilising aggregated volumes relating to all Call-Off Performance Indicators. CATS will automatically calculate the percentage against which performance will be measured each month based on the information that is uploaded to the system by the Supplier and approved by the Authority. Performance for each Call-Off Performance Indicator shall be measured in the manner outlined below and within Appendix 1 of this Schedule 2.2.

3.1.1 SL1 Attachments

SL1 Attachments include the following elements:

a) **Enrolments**

The Supplier can undertake an enrolment with a Service User either in custody, including but not limited to enrolments on the CFO Wing or within the community, including but not limited to enrolments within the CFO Activity Hub. The Supplier can only claim for the enrolment of a Service User once whether that enrolment occurred in custody or in the community. Where a Service User has moved Geographical Locations and has previously been enrolled by another supplier (under a separate Call-off Contract), a second enrolment cannot then be claimed.

To successfully achieve an enrolment, the Supplier must complete the standard enrolment process as outlined in the Provider Guidance, including an

assessment and completion of enrolment documentation and upload this information into CATS. Upon receipt of this information within CATS, the Authority will check and confirm to the Supplier whether this has been approved. Should any information submitted to CATS require re-submission due to a query by the Authority, the Supplier will be given the opportunity to do so.

b) Inductions

The Supplier can induct a Service User either on a CFO Wing or within a CFO Activity Hub. The Supplier can claim for an induction of a Service User on two occasions – once onto a CFO Wing and once into a CFO Activity Hub. Should a Service User move from a different Geographical Location, the Supplier is permitted to claim for a further induction for that Service User.

To successfully input an induction into CATS, the Supplier must complete the standard induction process, as outlined in the Provider Guidance, relevant to the CFO Wing or CFO Activity Hub where the induction is taking place and upload this information into CATS. Upon receipt of this information within CATS, the Authority will check and confirm to the Supplier whether this has been approved. Should any information submitted to CATS require re-submission due to a query by the Authority, the Supplier will be given the opportunity to do so.

The Supplier shall provide the following volume of output per month for each element of SL1 Attachments (“**SL1 Required Volume**”)

Geographical Location	SL1 - Attachments			
	Enrolments		Inductions	
	Custody, including on CFO Wing	Community, including within CFO Activity Hub	CFO Wing	CFO Activity Hub
West Midlands	126	112	8	100

The percentage performance level for SL1 Attachments will be calculated via CATS each month by calculating the mean average of the percentage achievement rates for each of the four (4) elements shown in the table above to produce an average percentage for this Call-Off Contract Performance Indicator which will then contribute to the overall percentage rate used to calculate the Operational Performance Payment (OPP) as defined and set out

in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract. The maximum percentage score for each individual element used for this calculation will be 100%.

3.1.2 **SL2 Support and Referral**

SL2 Support and Referral include the following elements:

a) **Pre-Release Support**

The Supplier can claim for Pre-Release Support once per Service User. To successfully claim for Pre-Release Support, the Supplier must complete the Pre-Release Inventory for a Service User as described within Paragraphs 15.3 and 15.4 of Schedule 2.1 of this Call-Off Contract, upload this to CATS and then make a Pre-Release Inventory Referral to the CFO Evolution community provision (CFO Activity Hub or non-CFO Activity Hub) within the location where the participant will be released. Upon receipt of this information within CATS, the Authority will check and confirm to the Supplier whether this has been approved. Should any information submitted to CATS require re-submission due to a query by the Authority, the Supplier will be given the opportunity to do so.

b) **Through-The-Gate (TTG) Support**

The Supplier can claim for Through The Gate Support once per Service User. To successfully claim for Through The Gate Support, the Supplier must accept a Pre-Release Inventory Referral and work with the prison teams to action the items identified within that Pre-Release Inventory prior to release of the Service User. The Supplier must record on CATS that they have accepted the Pre-Release Inventory and have completed at least 25% of the identified actions prior to release. Upon receipt of this information within CATS, the Authority will check and confirm to the Supplier whether this has been approved. Should any information submitted to CATS require re-submission due to a query by the Authority, the Supplier will be given the opportunity to do so.

The Supplier shall provide the following volume of output per month for each element of SL2 Support and Referral (“**SL2 Required Volume**”):

Geographical Location	Support and Referral	
	Pre-release Support	Through-the-Gate (TTG) Support
West Midlands	101	71

The percentage performance level for SL2 Support and Referrals will be calculated via CATS each month by calculating the mean average of the percentage achievement rates for each of the two (2) elements shown in the table above to produce an average percentage for this Call-Off Contract Performance Indicator which will then contribute to the overall percentage rate used to calculate the Operational Performance Payment (OPP) as defined and set out in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract. The maximum percentage score for each individual element used for this calculation will be 100%.

3.1.3 SL3 Activities

SL3 Activities include the following elements which the Supplier can enrol Service Users onto more than once as detailed in a) to e) below:

a) Support Work

The Supplier can claim for support work multiple times per month per Service User. However, the Supplier can only claim in respect of each different activity within the support work category once per month per Service User. To successfully claim for support work, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that these activities have taken place on CATS.

b) CFO Wing Completions

The Supplier can claim for CFO Wing Completions once per Service User. To successfully claim for CFO Wing Completions, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that these activities have taken place on CATS.

c) Human / Citizenship Activities

The Supplier can claim for human / citizenship activities (as detailed in Paragraph 20 of Schedule 2.1 (Call-Off Services Description)) multiple times per month per Service User. However, the Supplier can only claim in respect of each different activity within the human / citizenship activities category once per month per Service User. To successfully claim for human / citizenship activities, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that these activities have taken place on CATS.

d) Community and Social Activities

The Supplier can claim for community and social activities (as detailed in Paragraph 21 of Schedule 2.1 (Call-Off Services Description)) multiple times per month per Service User. However, the Supplier can only claim in respect of each different activity within the community and social activities category once per month per Service User. To successfully claim for community and social activities, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that these activities have taken place on CATS.

e) Interventions and Services Activities

The Supplier can claim for interventions and services activities (as detailed in Paragraph 22 of Schedule 2.1 (Call-Off Services Description)) multiple times per month per Service User. However, the Supplier can only claim in respect of each different activity within the interventions and services activities category once per month per Service User. To successfully claim for interventions and services activities, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that these activities have taken place on CATS.

The Supplier shall provide the following volume of output per month for each element of SL3 – Activities (“**SL3 Required Volume**”):

Geographical Location	Activities				
	Support Works	Human / Citizenship	Community and Social	Interventions and Services	CFO Wing Completions
West Midlands	714	95	180	10	2

The percentage performance level for SL3 Activities will be calculated via CATS each month by calculating the mean average of the percentage achievement

rates for each of the five (5) elements shown in the table above to produce an average percentage for this Call-Off Contract Performance Indicator which will then contribute to the overall percentage rate used to calculate the Operational Performance Payment (OPP) as defined and set out in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract. The maximum percentage score for each individual element used for this calculation will be 100%.

3.1.4 **SL4 Quality and Compliance**

The Supplier shall engage fully with any assessment by the Authority related to quality and compliance. SL4 Quality and Compliance includes the following elements:

- (a) on-site visits and observations including:
 - (i) physical environment of the CFO Activity Hub;
 - (ii) compliance with the Call-Off Contract;
 - (iii) community activity observations; and
 - (iv) prison activity observations,
- (b) data checks including:
 - (v) demographics;
 - (vi) Service User retention;
 - (vii) outcome evidence quality; and
 - (viii) risk,
- (c) systems and policy checks:
 - (ix) robust financial systems;
 - (x) finance budget return;
 - (xi) compliance with cross cutting themes; and
 - (xii) policy compliance.

In order for the Authority to undertake the various assessments required for SL4 Quality and Compliance and monitor the Supplier's performance of the Services, the Supplier shall allow the Authority access to the Sites and the Supplier's premises as and when required by the Authority.

With regard to the checks that are undertaken via CATS, the Supplier shall ensure that it has undertaken its own quality assurance checks prior to submission of any forms, data or evidence onto CATS.

On a monthly basis, each element outlined above will be given a score from 0 - 5 by the Authority. Further detail on how this scoring will be applied will be included within the Provider Guidance. These scores will equate to the following percentages:

1. 0 – 0%
2. 1 – 20%
3. 2 – 40%
4. 3 – 60%
5. 4 – 80%
6. 5 – 100%

As this is quality rather than volume-based Call-Off Contract Performance Indicator, there is no Required Volume and the provisions in Schedule 7.1 (Call-Off Charges and Invoicing) relating to over performance shall not apply.

The percentage performance level for SL4 Quality and Compliance will be calculated each month by calculating the mean average of the percentage achievement rates for each of the twelve (12) elements shown above to produce an average percentage for this Call-Off Contract Performance Indicator which will then contribute to the overall percentage rate used to calculate the Operational Performance Payment (OPP) as defined and set out in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract. The maximum percentage score for each individual element used for this calculation will be 100%. A score of 0% in any of the individual elements will result in an overall score of 0% for SL4 Quality and Compliance.

3.1.5 SL5 Employment, Training and Education Outcomes

SL5 Employment, Training and Education Outcomes includes the following elements and the Supplier can claim for more than one of these elements per Service User:

a) Employment

The Supplier can claim for employment outcomes once per month per Service User. To successfully claim for employment outcomes, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that they have achieved these outcomes on CATS.

b) Training and Education

The Supplier can claim for training and education outcomes multiple times per month per Service User. However, the Supplier can only claim each type of outcome within the training and education outcomes category once per month, per Service User. To successfully claim for training and education outcomes, the Supplier must record and evidence, in line with the processes and templates in the Provider Guidance, that they have achieved these outcomes on CATS.

The Supplier shall provide the following volume of output per month for each element of this SL5 – Employment, Training and Education Outcomes (“**SL5 Required Volume**”):

Geographical Location	Employment, Education and Training Outcomes	
	Employment	Training and Education
West Midlands	21	60

The percentage performance level for SL5 Employment, Training and Education Outcomes will be calculated via CATS each month by calculating the mean average of the percentage achievement rates for each of the two (2) elements shown in the table above to produce an average percentage for this Call-Off Contract Performance Indicator which will then contribute to the overall percentage rate used to calculate the Operational Performance Payment (OPP) as defined and set out in Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract. The maximum percentage score for each individual element used for this calculation will be 100%.

4. PERFORMANCE MANAGEMENT OBLIGATIONS

- 4.1 Notwithstanding Schedule 2.2 (Performance Indicators) of the Framework Agreement, the following Paragraphs outline further obligations relating to performance of this Call-Off Contract.

- 4.2 The Supplier shall:
- 4.2.1 co-operate fully with the Authority;
 - 4.2.2 supply all information requested by the Authority;
 - 4.2.3 input all Management Information including, but not limited to, throughput, achievement and outcome data into CATS; and
 - 4.2.4 arrange access to Sites requested by the Authority.
- 4.3 The Supplier shall attend a Provider Performance Meeting (as defined in Schedule 8.1 (Call-Off Governance)) on a monthly basis to discuss with the Authority their performance against the Call-Off Contract Performance Indicators and quality standards along with other obligations under this Call-Off Contract. All meetings will be diarised by the Authority in advance.
- 4.4 The Supplier shall ensure that all Service Users have a single case file created on CATS by the Supplier (or another supplier (under a separate call-off contract)) to allow provision of core data on entry and access to the Services. Collation of data will, therefore, be automatic and performance will be measured through a wide range of statistical reports that can be drawn from the system.
- 4.5 The Supplier must use CATS to record all Services provided to the Service Users as it will be the only source of performance data for reporting and invoice payment with no other supplier information being used to measure performance. Direct access to CATS will be given to the Supplier and associated Sub-contractors as appropriate. The Supplier must ensure they have appropriate technology in place to enable them to access CATS and scan any evidence that needs to be uploaded to CATS.
- 4.6 The Supplier agrees to ensure a number of staff attend training sessions with the Authority to become approved trainers who are then able to deliver mandatory training, detailed in Paragraph 4.7 below, internally as part of a 'Train the Trainer' model. The number of staff to receive this training will be agreed with the Supplier during the Implementation Period.
- 4.7 The Supplier shall then ensure that all Supplier and Sub-Contractor staff attend mandatory training, informing the Authority of the dates and times of that training at least 10 Working Days prior, and acknowledges that the successful completion of the training is mandatory for all staff using the CATS system before access will be granted to them.

- 4.8 Suppliers shall ensure they abide by any requirements detailed within the Provider Guidance supplied on the use of CATS.

5. **COSTS**

- 5.1 Other than where expressly stated, each Party will be responsible for its own costs incurred in relation to this Schedule 2.2 (Call-Off Performance Indicators).
- 5.2 Unless the Authority approves otherwise in writing, the Supplier shall not be entitled to submit any claim for payment under the Call-Off Contract in respect of its costs incurred in relation to this Schedule 2.2 (Call-Off Performance Indicators).

APPENDIX 1

CALL-OFF CONTRACT PERFORMANCE INDICATORS

In respect of each Call-Off Contract Performance Indicator and the average overall percentage used to calculate the Operational Performance Payment (OPP) as defined and set out in of Schedule 7.1 (Call-Off Charges and Invoicing) of this Call-Off Contract, the minimum percentage to trigger payment of the OPP is 70% of the relevant Required Volume in respect of each Service Level (the “**Payment Performance Level**”).

Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Payment Performance Level	Target Performance Level	Trigger Level
SL1 Attachments	Delivery against the required monthly volume of output for each of the following elements: 1. enrolment in custody 2. enrolment in the community 3. induction on the CFO Wing 4. induction in the CFO Activity Hub Performance shall be calculated as applicable by reference to either: • the mean average percentage of the four (4) elements make up the SL1 Required Volume; or	No more frequently than monthly	A mean average percentage equating to 70% of the SL1 Required Volume	A percentage equating to 90% of the SL1 Required Volume for each individual element forming part of SL1 Attachments.	A percentage equating to 85% of the SL1 Required Volume for each individual element forming part of SL1 Attachments.

Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Payment Performance Level	Target Performance Level	Trigger Level
	the individual percentage of each of the four (4) elements that make up the SL1 Required Volume, as detailed in Paragraph 3.1.1 of this Schedule 2.2 (Call-Off Performance Levels)				
SL2 Support and Referral	Delivery against the required monthly volume of output for each of the following elements: - Pre-Release Support - Through The Gate Support Performance shall be calculated as applicable by reference to either: - the mean average percentage of the two (2) elements that make up the SL2 Required Volume; or - the individual percentage of each of the two (2) elements that make up the SL2 Required Volume, as detailed in Paragraph 3.1.2 of this Schedule 2.2 (Call-Off Performance Levels)	No more frequently than monthly	A mean average percentage equating to 70% of the SL2 Required Volume	A percentage equating to 90% of the SL2 Required Volume for each individual element forming part of SL2 Support and Referral	A percentage equating to 85% of the SL2 Required Volume for each individual element forming part of SL2 Support and Referral

Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Payment Performance Level	Target Performance Level	Trigger Level
SL3 Activities	Delivery against the required monthly volume of output for each of the following elements: • support work • CFO Wing Completions • human / citizenship activities • community and social activities • interventions and services activities Performance shall be calculated as applicable by reference to either: • the average percentage of the five (5) elements that make up the SL3 Required Volume; or • the individual percentage of each of the five (5) elements that make up the SL3 Required Volume, as detailed in Paragraph 3.1.3 of this Schedule 2.2 (Call-Off Performance Levels)	No more frequently than monthly	A mean average percentage equating to 70% of the SL3 Required Volume	A percentage equating to 90% of the SL3 Required Volume for each individual element forming part of SL3 Activities	A percentage equating to 85% of the SL3 Required Volume for each individual element forming part of SL3 Activities
SL4 Quality and Compliance	Delivery against given quality and compliance requirements for on-site visits and observations, data checks and system/policy checks	No more frequently than monthly	A mean average percentage equating to 70% for the	A mean average percentage equating to 90% for the	A mean average percentage equating to 85% for the elements

Performance Indicator	Definition and formula for calculating actual performance	Frequency of Measurement	Payment Performance Level	Target Performance Level	Trigger Level
	Performance shall be calculated by reference to the average percentage of the twelve (12) elements that are scored by the Authority as detailed in Paragraph 3.1.4 of this Schedule 2.2 (Call-Off Performance Levels)		elements scored by the Authority	elements scored by the Authority	scored by the Authority
SL5 Employment Training and Education	Delivery against the required monthly volume of output for the following elements: • employment outcomes • training and education outcomes Performance shall be calculated as applicable by reference to either: • the average percentage of the two (2) elements that make up the SL5 Required Volume; or • the individual percentage of each of the two (2) elements that make up the SL5 Required Volume, as detailed in Paragraph 3.1.5 of this Schedule 2.2 (Call-Off Performance Levels)	No more frequently than monthly	A mean average percentage equating to 70% of the SL5 Required Volume	A percentage equating to 90% of the SL5 Required Volume for each individual element forming part of SL5 Employment Training and Education	A percentage equating to 85% of the SL5 Required Volume for each individual element forming part of SL5 Employment Training and Education

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) of the Framework Agreement 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
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests

SCHEDULE 3
CALL-OFF CUSTOMER RESPONSIBILITIES

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.

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	N/A

SCHEDULE 4.1
CALL-OFF SUPPLIER SOLUTION

Section	Question	PDF Attachment
1: Participant Experience (ESSP Model)	1.1: Engage – Participant Take-up	Redacted Under Section 43 of the FOIA: Commercial Interests
	1.2: Sustain – Participant Retention	Redacted Under Section 43 of the FOIA: Commercial Interests
	1.3: Support – Menu of Activity / Mode / Approach	Redacted Under Section 43 of the FOIA: Commercial Interests
	Community Hub Monthly Timetable	Redacted Under Section 43 of the FOIA: Commercial Interests
	CFO Wing Phase 1 Timetable	Redacted Under Section 43 of the FOIA: Commercial Interests
	Overview of Services Brochure (CFO Wing Delivery)	Redacted Under Section 43 of the FOIA: Commercial Interests
	Overview of Services Brochure (Community Delivery)	Redacted Under Section 43 of the FOIA: Commercial Interests
	1.4: Progress – Distance Travelled	Redacted Under Section 43 of the FOIA: Commercial Interests
	1.5: Environment and Culture	Redacted Under Section 43 of the FOIA: Commercial Interests
2: Human Resources, Premises & Management Structure	2.1: Direct Staffing & Management Structure	Redacted Under Section 43 of the FOIA: Commercial Interests
	Staff Roles Template	Redacted Under Section 43 of the FOIA: Commercial Interests

	Organisation Structure Diagram	Redacted Under Section 43 of the FOIA: Commercial Interests
	2.2: Premises	Redacted Under Section 43 of the FOIA: Commercial Interests
	Activity Hub Locations Template	Redacted Under Section 43 of the FOIA: Commercial Interests
3: Deliverables – Volume / Quality	3.1: Engagement / Attachments	Redacted Under Section 43 of the FOIA: Commercial Interests
	3.2: Support and Referrals	Redacted Under Section 43 of the FOIA: Commercial Interests
	3.3: Activities	Redacted Under Section 43 of the FOIA: Commercial Interests
	Directory of Services	Redacted Under Section 43 of the FOIA: Commercial Interests
	3.4: Quality and Compliance	Redacted Under Section 43 of the FOIA: Commercial Interests
	3.5: Education, Training and Employment (ETE)	Redacted Under Section 43 of the FOIA: Commercial Interests
4: Supply Chain	4.1: Delivery Model	Redacted Under Section 43 of the FOIA: Commercial Interests
	Supply Chain Matrix	Redacted Under Section 43 of the FOIA: Commercial Interests
5: Business Process	5.1: Finance and Business Process	Redacted Under Section 43 of the FOIA: Commercial Interests

	5.2: Budget Profile	Redacted Under Section 43 of the FOIA: Commercial Interests
	Financial Response Template	Redacted Under Section 43 of the FOIA: Commercial Interests
6: Implementation	6.1: Implementation	Redacted Under Section 43 of the FOIA: Commercial Interests
	Implementation Plan	Redacted Under Section 43 of the FOIA: Commercial Interests
7: Social Value	7.1: Physical Wellbeing – Staff & Participants. Mental Health Wellbeing – Staff & Participants	Redacted Under Section 43 of the FOIA: Commercial Interests
	Social Value Statement / Policy	Redacted Under Section 43 of the FOIA: Commercial Interests
	Social Value Action Plan	Redacted Under Section 43 of the FOIA: Commercial Interests

SCHEDULE 4.2
CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	Contract Effective Date	Schedule 4.1 Call-Off Supplier Solution Responses to questions and all associated attachments	In perpetuity
2	Contract Effective Date	Schedule 2.5 Call-Off Insurance	Termination Date
3	Contract Effective Date	Schedule 6.1, Annex 1 – Implementation Plan	In perpetuity
4	Contract Effective Date	Schedule 7.1, Annex 1 – Financial Model	In perpetuity
5	Contract Effective Date	Names and Addresses included as part of the signature blocks for this Call-Off Contract	In perpetuity
6	Contract Effective Date	Endorsements from specialist bodies and other organisations.	Termination Date

SCHEDULE 4.3
CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. Part B of Schedule 4.3 (Sub-contracting) of the Framework Agreement shall, insofar as it applies to this Call-Off Contract only be amended such that requirement number nine (9) (Step-in) shall be deemed to read 'no' in respect of Key Sub-contractors.
3. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contractor listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests

SCHEDULE 6.1
CALL-OFF IMPLEMENTATION

1. INTRODUCTION

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

1.1.1 Part A - which:

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

1.1.2 Part B – which sets out:

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

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

PART A
IMPLEMENTATION

1 IMPLEMENTATION

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with **the** Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) of the Framework Agreement.
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
- (a) incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
 - (b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
 - (c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
 - (d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - (e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
 - (f) is produced using a software tool as specified, or agreed by the Customer.
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
- a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
 - i. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;

- ii. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
 - iii. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
 - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.
- 1.6 All changes to the Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 36 (Customer Cause) of the Framework Agreement).

2 COMPLETION OF THE IMPLEMENTATION PLAN

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

PART B
MILESTONE ACHIEVEMENT

1. ACHIEVEMENT OF MILESTONES

- 1.1 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.
- 1.2 The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.1 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
- 1.3 The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 1.4 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
- 1.5 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

- 2.1 The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - a) the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.1 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
 - b) performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.

- 2.2 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) of the Framework Agreement 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 on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) of the Framework Agreement and Schedule 7.1 (Call-Off Charges and Invoicing).
- 2.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.
- 2.4 The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
- a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and
 - b) where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

3. RISK

- 3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
- a) operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
 - b) affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.
- 3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

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

4. MISSED MILESTONE DATE(S)

- 4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 4.2 If a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.
- 4.3 Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise, the Customer may, in its discretion:
 - a) issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
 - b) terminate the Call-Off Contract on the basis of a Supplier Termination Event; and/or
 - c) regard it as a Step-In Trigger Event and the provisions of Clause 35 (Step-In Rights) shall apply.

5. DELAYS DUE TO CUSTOMER CAUSE

If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

ANNEX 1
IMPLEMENTATION PLAN

Implementation Plan

Redacted Under Section 43 of the FOIA: Commercial Interests

SCHEDULE 6.2

CALL-OFF SOFTWARE

1. THE SOFTWARE

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE 7.1
CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

1.1 As set out above in the Call-Off Contract the Pricing Methodologies do not apply and the Charges in respect of the Operational Services under this Call-Off Contract are calculated as outlined in this Schedule 7.1 below.

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

1.3 The Charges shall comprise of the following elements and shall be payable in line with the Financial Model as appended to Annex 1 of this Schedule 7.1:

1.3.1 Performance related element, made up of the following:

- a) **“Operational Performance Payment (OPP)”** (as described in Paragraph 2 of this Schedule 7.1 (Call-Off Charges and Invoicing)) which will be payable up to a maximum of 30% of the total Charges.

1.3.2 Delivery related elements made up of the following:

- a) **“Participant Support Fund (PSF)”** which is a ringfenced fund up to a maximum of 3% of the total Charges. The PSF allows the Supplier to purchase one-off items for individuals that will help them progress towards education, employment, or re-integration into society. PSF will be paid in arrears after submission and approval by the Authority of evidence to support the spend.
- b) **“Innovation Fund (IF)”** which is a ringfenced fund up to a maximum of 5% of the total Charges. The IF allows the Supplier to deliver one-off innovative resettlement support programmes to enhance the core delivery of CFO Evolution. To access this fund, the Supplier will be required to submit a business case for approval by the Authority. Upon approval of the business case, IF will be paid monthly in arrears in accordance with the business case proposal.
- c) **“Fixed Delivery Fee (FDF)”** is the fixed proportion of the Charges equating to 62% of the total Charges. Subject to Paragraph 3 of this Schedule 7.1 (Call-Off Charges and Invoicing), the FDF shall be paid in equal, monthly payments in arrears from the Call-Off

Commencement Date to the Call-Off Expiry Date.

Total Charges

Redacted Under Section 43 of the FOIA: Commercial Interests

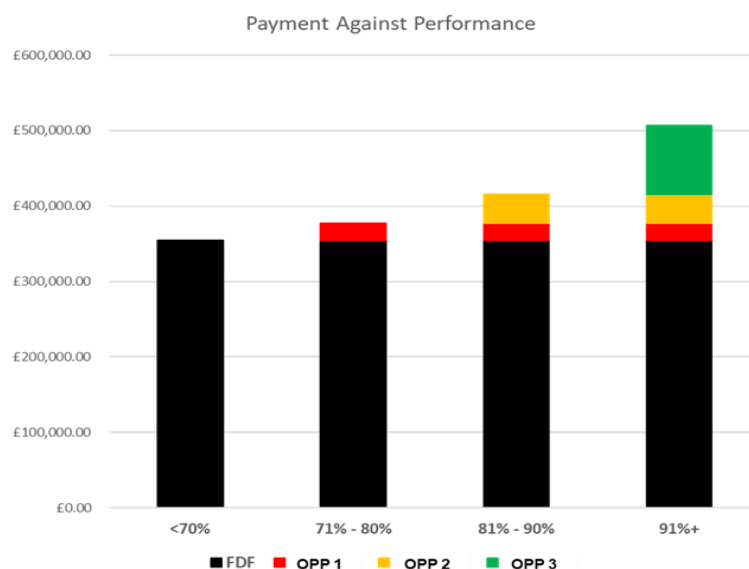
- 1.4 The Authority will notify the Supplier, within 14 calendar days of the end of each month, the value of all Charges payable, and that may be invoiced, for that month. The Authority's decision on the value of the Charges payable is final. The Supplier shall then invoice the Authority for the value of the Charges as confirmed by the Authority in arrears within one month of notification from the Authority.
- 1.5 The Supplier acknowledges and agrees that it shall have no entitlement to remuneration in respect of the Services whatsoever other than the Charges.
2. **OPERATIONAL PERFORMANCE PAYMENT (OPP)**
 - 2.1 The OPP will be paid to the Supplier if they exceed the Payment Performance Level (70%) on average against all of the Call-Off Contract Performance Indicators as outlined in Appendix 1 to Schedule 2.2.
 - 2.2 In accordance with Schedule 2.2 (Call-Off Performance Levels), a percentage score is calculated on a monthly basis in respect of each of the Call-Off Contract Performance Indicators based on delivery against the required volume of output (i.e. if the Supplier achieves 6 attachments against a target of 10, it will score 60%) or a score assessed by the Authority in the case of SL4 Quality and Compliance. This percentage score is capped at 100% regardless of any performance above the required volume of output (the score cannot exceed 100%).
 - 2.3 Subject to Paragraph 2.4 below, the percentage score for each of the five (5) Call-Off Contract Performance Indicators is used to produce an average overall percentage score across all the Call-Off Contract Performance Indicators. The average overall percentage score is generated at the end of each month against that month's performance and determines the level of OPP payable that month in accordance with Paragraph 2.5 below.

- 2.4 Where the Supplier does not achieve the Payment Performance Level in any individual Call-Off Contract Performance Indicator, the Supplier will not be paid the OPP regardless of its monthly average overall percentage.
- 2.5 There will be four (4) OPP groups numbered 0 – 3, each incrementally increasing in value based on the Supplier's achievement against the Call-Off Contract Performance Indicators. The Supplier must achieve the minimum average overall percentage in relation to each of the OPP groups to be eligible for payment of that performance related element. The OPP groups are paid as follows:
- 2.5.1 OPP0 - Achievement of an average overall percentage of 70% and below will result in no OPP payment being made;
- 2.5.2 OPP1 - Achievement of an average overall percentage of between 71% and 80% inclusive will result in an OPP payment of 15% of the monthly OPP amount;
- 2.5.3 OPP2 - Achievement of an average overall percentage between 81% and 90% inclusive will result in a further OPP payment of 25% of the monthly OPP amount. A total payment of 40% of the monthly OPP amount; and
- 2.5.4 OPP3 - Achievement of an average overall percentage between 91% and 100% inclusive will result in a further OPP payment of 60% of the monthly OPP amount. A total payment of 100% of the monthly OPP amount.

Example OPP Calculation

Total Monthly Payment	£ 506,450.00
Fixed Delivery Fee*	£ 354,515.00
OPP 1	£ 22,790.25
OPP 2	£ 37,983.75
OPP 3	£ 91,161.00

Description	Score
Attachments	83%
Support and Referrals	73%
Activities	85%
Quality and Compliance	88%
ETE	73%
Total	80%



NB. Total Monthly Payment (in illustration above), relates to the total for FDF and OPP.

In the example above the Supplier has achieved a mean average overall percentage score for the month of 80%. It will therefore be paid the Fixed Delivery Fee, plus OPP1. However, it will not be paid OPP2 or OPP3 as it has not scored 81% or above.

- 2.6 For the avoidance of doubt, where performance falls between two OPP levels, this will be rounded to the nearest whole number. For example, should performance be 80.49%, OPP1 will be payable and should performance be 80.50%, OPP2 will apply.
- 2.7 For the first three (3) months following the Call-Off Commencement Date and for the last three (3) months of the Call-Off Term, the Supplier will receive an average overall percentage score of 100% regardless of its actual performance. This is to enable a smooth transition of Service Users at the beginning and end of the provision of the Services.

Over Performance

- 2.8 In accordance with Schedule 2.2 (Call-Off Performance Levels) and Paragraph 2.2 of this Schedule 7.1 (Call-Off Charges and Invoicing), the maximum monthly average overall percentage score is 100%. However, in the event the Supplier delivers in excess of the Required Volume (as defined in Schedule 2.2 (Call-Off Performance Levels)) a particular month in respect of a Call-Off Contract Performance Indicator, this overperformance will not be lost.
- 2.9 Any overperformance as detailed in Paragraph 2.8 above will be 'banked' as a credit and used to top up underperformance for a rolling period of three (3) months. Should three (3) months pass, any unused 'banked' credit will be lost. For example, if the Supplier delivers more enrolments than the SL1 Required Volume for a particular month, this overperformance will be banked. If the Supplier does not deliver the SL1 Required Volume in respect of enrolments in any of the subsequent three (3) months, the amount banked will be used as credit against such underperformance until it has been used up or three (3) months has passed.

Unclaimed Operational Performance Payments

- 2.10 Where the Supplier has not achieved the required average overall percentage score to be able to be eligible for an OPP payment, this payment is not paid and is classed as unclaimed. The Supplier has up to three (3) months to return performance to the required levels and receive the unclaimed OPP amount.

- 2.11 Any OPP amounts not paid to the Supplier will be placed into an “**Unclaimed Performance Fund (UPF)**” where it will remain for a maximum of three (3) months. After three (3) months, the value of that OPP amount will be removed from that UPF and will no longer be available for the Supplier to earn back.
- 2.12 Monies from the UPF can be claimed where the Supplier has achieved an average overall percentage score of 100% in a particular month and has also achieved a minimum of 95% of the Required Volume (or assessed score in respect of SL4 Quality and Compliance) in respect of each Call-Off Contract Performance Indicator during the Call-Off Term to date. At this point, they are eligible to claim the value of the oldest OPP amount sitting within the UPF.

3. **FIXED DELIVERY FEE PAYMENTS**

- 3.1 In its absolute discretion the Authority can defer payment of a proportion of the Fixed Delivery Fee which is due for payment in a particular month in accordance with this Paragraph 3.
- 3.2 If the Supplier achieves an average overall percentage score for all of the Call-Off Contract Performance Indicators of below 70% (i.e. below the Payment Performance Level) for a 6 month period, the Authority may exercise its right to withhold payment of up to 10% of the monthly Fixed Delivery Fee.
- 3.3 If the Authority wishes to exercise its right in accordance with Paragraph 3.2 above, the Authority shall issue a notice (a “**Deferral Notice**”). Such Deferral Notice shall include the date from which payment of the Fixed Delivery Fee will be withheld and the applicable percentage (up to a maximum of 10%). The Authority may identify issues in the performance of the Services that the Supplier should remedy in order to achieve the Payment Performance Levels.
- 3.4 Deferral of the proportion of Fixed Delivery Fee shall continue until such a point that the Authority is satisfied that:
- 3.4.1 the average overall percentage score for all of the Call-Off Contract Performance Indicators is above 70%; and
- 3.4.2 any issue(s) identified within the Deferral Notice have been rectified.

- 3.5 If deferral of a proportion of the Fixed Delivery Fee is ongoing for a period of six (6) months or more then the Authority shall have the right to forfeit any proportion of the Fixed Delivery Fee that has been withheld during that period.
- 3.6 If the Authority wishes to exercise its right to forfeit a proportion of the Fixed Delivery Fee in accordance with Paragraph 3.5 above, the Authority shall issue a notice (a **"Forfeiture Notice"**). Such Forfeiture Notice shall set out the Fixed Delivery Fee amounts that are forfeited. The continuing deferral of Fixed Delivery Fee payments is not affected by the exercise of the right to forfeit of a proportion of the Fixed Delivery Fee.
- 3.7 When the Authority determines that the deferral of a proportion of the Fixed Delivery Fee ceases all Fixed Delivery Fee amounts which:
- 3.7.1 have been withheld; and
 - 3.7.2 have not been forfeited,
- will become payable under the next monthly invoice.

4. **IMPLEMENTATION SERVICES**

- 4.1 The Charges under this Call-Off Contract payable for the Implementation Services are calculated based on fixed monthly Charges payable during the Implementation Period and shall be as set out below:

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5. **DELAY PAYMENTS**

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

6. **EXCEPTIONAL PAYMENTS**

- 6.1 In exceptional circumstances that are out of the control of the Supplier, such as a re-role of a prison, pandemic or other catastrophic events that have a significant impact on delivery of the Services outlined within this Call-Off Contract, the Authority may decide to make an exceptional payment of all OPPs for a particular month. This is at the discretion of the Authority and cannot be applied for by the Supplier.

ANNEX 1
FINANCIAL MODEL

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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) of the Framework Agreement save as set out in Paragraph 3.2.

ANNEX 1
RATING AGENCIES

Fitch

Moody's

Standard & Poors

Equifax

ANNEX 2
CREDIT RATINGS AND CREDIT RATING THRESHOLDS

ENTITY	Credit Rating (long term)	Credit Rating Threshold
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests
Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests	Redacted Under Section 43 of the FOIA: Commercial Interests

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

3. SUPPLIER AUDITS

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

APPENDIX 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
Provider Performance Report	Delivery against Call-Off Performance Indicators and Service Levels	As outlined in Paragraph 2.2 of Schedule 8.1	Monthly
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 the Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

Required Report	Content	Format	Frequency
Charges	Total Charges Actual Supplier Profit/Surplus	As notified by the Customer from time to time	As notified by the Customer from time to time
Provider Performance Report	Delivery against Call-Off Performance Indicators and Service Levels	As outlined in Paragraph 2.2 of Schedule 8.1	Monthly
Key Sub-contractors	As described in Schedule 7.5 (Reports, Records and Audit Rights) of the Framework Agreement	As described in Schedule 7.5 (Reports, Records and Audit Rights) of the Framework Agreement	On request
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) of the Framework Agreement	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) of the Framework Agreement	Annually
Payment terms of Sub-contractor's report	As described in the Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	On request
Financial indicator reports	As described in Schedule 7.4 (Financial Distress) of the Framework Agreement	As described in Schedule 7.4 (Financial Distress) of the Framework Agreement	On request
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	Annually
IT Security Working Group Report	Details of compliance with IT security requirements and any emerging issues	As notified by the Customer from time to time	Monthly
Implementation Plan and Milestone achievement report	As described in Schedule 6.1 (Implementation Plan) of the Framework Agreement and Schedule 8.1 (Governance) of the Framework Agreement	As notified by the Customer	As required during the Implementation Period

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance) of the Framework Agreement	As agreed with the Customer	As required under Schedule 2.4 (Information, Security and Assurance) of the Framework Agreement
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) of the Framework Agreement	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) of the Framework Agreement	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) of the Framework Agreement	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress) of the Framework Agreement	As described in Schedule 7.4 (Financial Distress) of the Framework Agreement	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 Clause 30.13 of the Framework Agreement	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1

CALL-OFF GOVERNANCE

1. STRUCTURE OF BOARDS

- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree that only the Service Management Board shall be relevant under this Call-Off Contract.
- 1.2 For the purposes of this Call-Off Contract:
 - 1.2.1 the Service Management Board shall be known as the CFO Provider Performance Meeting (PPM). During the Implementation Period, this Board shall meet weekly and, thereafter, monthly (as described in Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract);
 - 1.2.2 there will be a CFO Performance Board in place of a Contract Strategy Board, which shall meet monthly to discuss performance across all the Call-Off Contracts that form part of CFO Evolution and will not be attended by the Supplier; and
 - 1.2.3 there will be the CFO SMT in place of the Change Management Board, who shall meet weekly to discuss any Changes or Variations relevant to the Call-Off Contract which will not be attended by the Supplier.
- 1.3 For the purposes of this Call-Off Contract, the Service Managers will be known as 'Contract Performance Managers (CPMs)'. They will be supported by 'Contract Support Officers (CSOs)'.

2. CFO PROVIDER PERFORMANCE MEETING

- 2.1 The CFO Provider Performance Meeting shall be responsible for the comprehensive oversight of the Services and for the senior management of the operational relationship between the Supplier and the Customer (and report to the CFO Performance Board on request from the CFO Performance Board from time to time) and shall:
 - 2.1.1 maintain operational and commercial management of this Call-Off Contract;
 - 2.1.2 report to (and, where appropriate, escalate to) the CFO Performance Board on significant issues requiring decision and resolution by the CFO Performance Board and on progress against the Implementation Plan and on-going performance against expectations;
 - 2.1.3 during the Implementation Period, receive regular reports from the Supplier on progress against the Implementation Plan and Achievement of Milestones and

shall be responsible for review of Acceptance Criteria for the Milestones in accordance with the provisions of Schedule 6.1 (Call-Off Implementation Plan) of the Call-Off Contract;

- 2.1.4 receive reports from the Contract Performance Managers on all aspects of the contract delivery, including but not restricted to;
 - i. issues relating to delivery of existing Services and performance against Call-Off Contract Performance Indicators;
 - ii. implementation and progress of Improvement Plans and/or Rectification Plans if required; and
 - iii. outcomes of any quality evaluation and performance management review undertaken by the Authority;
 - 2.1.5 review and report to the CFO Performance Board on performance management, financial management and any integration issues;
 - 2.1.6 consider and resolve Disputes in the first instance and if necessary escalate the Dispute to the CFO Performance Board; and
 - 2.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.
- 2.2 The agenda of the meeting(s) is in a standard format (as provided by the Authority). Supplier Personnel are required to submit a report five days prior to the meeting, on the template provided by the Authority. The content of the report template broadly resembles the agenda of the CFO Provider Performance Meetings and preparation of the report will assist Supplier Personnel in preparing for the meeting itself.
- 2.3 The minutes of the meeting(s) are completed by Authority staff on the template provided by the Authority. Any actions required to be completed prior to the next meeting will be included therein. A separate action log will be maintained by the Authority to record any actions from the meeting, both documents will be circulated to all attendees once approved by the chairperson.
- 3. ANNUAL REVIEW**
- 3.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement, the Parties may agree to undertake an annual review meeting under this Call-Off Contract. The meeting shall be attended by both the Authority and the Supplier. The individual attendees at that review shall be agreed by the Authority and the Supplier in advance of the meeting.

SCHEDULE 8.2
CALL- OFF CHANGE CONTROL PROCEDURE

1. DEFINITIONS

- 1.1 In this Schedule 8.2 (Call-Off Change Control Procedure), the definitions in Schedule 1 (Definitions) of the Framework Agreement shall apply.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 This Schedule sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 8. If any Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
- 2.3.1 a Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - 2.3.2 the Party initiating the Change Request shall assess and document within the form attached at Appendix 1 of this Schedule 8.2 (Call-Off Change Control Procedure) ("**Change Request Form**") the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7; and
 - 2.3.5 save as otherwise provided in this Call-Off Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2.
- 2.4 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, then:
- 2.4.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Framework Agreement, and any Call-Off Contract, as if the proposed Contract Change did not apply; and

- 2.4.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Framework Agreement or any Call-Off Contract.
- 2.5 The Authority shall update a copy of the Call-Off Contract to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotate it with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed.
- 2.6 The Authority or the Customer (as appropriate) may make improvements or changes to the Customer Approved System through a process of continuous digital improvement and such improvements or changes shall be implemented without following the Change Control Procedure. The Authority or the Customer (as appropriate) shall discuss significant improvements or changes with the Supplier in line with the principles set out in Schedule 11 (Collaboration) of the Framework Agreement.
- 2.7 The Supplier shall co-operate with the Authority or the Customer (as appropriate) in good faith and use all reasonable endeavours to ensure that the Change is prioritised and introduced in such a manner as to minimise business disruption.
3. **COSTS**
- 3.1 Subject to Paragraph 3.3:-
- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- 3.1.2 each Party shall bear their own costs in responding to a Change Request or completing an Impact Assessment.
- 3.2 The cost of any Contract Change shall be borne by the Party making the Change Request. The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4. **CHANGE REQUEST**

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Call-Off Term. A Change Request shall be substantially in the form of Appendix 1 to this Schedule 8.2.

- 4.2 If the Supplier issues the Change Request, then it shall provide an Impact Assessment within the Change Request Form at the point of issuing that Change Request.

- 4.3 If the Authority issues the Change Request, the Supplier shall provide an Impact Assessment to the Authority, as soon as is reasonably practicable and in any event within the period agreed with the Authority. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority or Customer, and provided that sufficient information is received by the Authority or the Customer, to fully understand:

- 4.3.1 the nature of the request for clarification; and
- 4.3.2 the reasonable justification for the request

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority or Customer, to provide that clarification. The Authority or a Customer shall respond to the request for clarification as soon as is reasonably practicable.

4.4 **Unique Reference Numbers**

On receipt of a Change Request, the Authority will allocate the proposed Change a unique reference number which will remain with the proposed Change throughout the procedure set out herein.

5. **IMPACT ASSESSMENT**

- 5.1 Each Impact Assessment shall be completed in good faith within the Change Request Form and shall include the relevant points from that detailed below:

- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;

- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Framework Agreement or any Call-Off Contract;
 - 5.1.3 details of the impact of the proposed Contract Change from an operational and public policy perspective;
 - 5.1.4 details of the impact of the proposed Contract Change on Intellectual Property Rights;
 - 5.1.5 details of the impact should the proposed Contract Change not be implemented;
 - 5.1.6 any variation to the terms of this Framework Agreement or any Call-Off Contract, that will be required as a result of that impact, including (as applicable) changes to:-
 - (a) the Services Description, the Call-Off Contract Performance Indicators, the Framework Performance Indicators and/or the Target Performance Levels for such as applicable;
 - (b) any Milestones, Implementation Plan and any other timetable previously agreed by the Parties; and
 - (c) other services provided by third party contractors to the Authority or Customer, including any changes required by the proposed Contract Change to the Authority's or any Customer's IT infrastructure;
 - 5.1.7 details of the cost of implementing the proposed Contract Change;
 - 5.1.8 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 5.1.9 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
 - 5.1.10 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
 - 5.1.11 such other information as the Authority or Customer, may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 26 of the Framework Agreement.

- 5.3 Subject to the provisions of Paragraph 5.4, the Authority or a Customer, shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within twenty (20) Working Days of receiving the Impact Assessment.
- 5.4 If the Authority or Customer, is the Receiving Party and the Authority or Customer, reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within ten (10) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority or Customer (as applicable), within ten (10) Working Days of receiving such notification. At the Authority's or Customer's, discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority or Customer, is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.7 and 5.1.8 shall:-
- 5.5.1 be based on the principles set out in Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
 - 5.5.2 facilitate the Financial Transparency Objectives;
 - 5.5.3 include estimated volumes of each type of resource to be employed in accordance with the calculations set out in the Financial Model;
 - 5.5.4 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.5 include evidence of the cost of any assets required for the Change; and
 - 5.5.6 include details of any new Sub-contracts necessary to accomplish the Change.
- 5.6 The Supplier shall use all reasonable endeavours to undertake each Impact Assessment using resources already deployed in the provision of the Services.
6. **AUTHORITY'S OR CUSTOMER'S RIGHT OF APPROVAL**
- 6.1 Within twenty (20) Working Days of receiving a completed Change Request including an Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;

- 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within fifteen (15) Working Days.
- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 6, then it shall inform the Supplier and the Authority shall prepare a Change Authorisation Note which it shall deliver to the Supplier for its signature. Following receipt by the Authority of the signed Change Authorisation Note from the Supplier, the Authority shall sign the Change Authorisation Note and return a fully signed copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Call-Off Contract.
7. **SUPPLIER'S RIGHT OF APPROVAL**
- Following receipt of a Change Request from the Authority, if:
- 7.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority or a Customer, would:
 - 7.1.1 materially and adversely affect the risks to the health and safety of any person; and/or
 - 7.1.2 require the Services to be performed in a way that infringes any Law; and/or
 - 7.1.3 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. **OPERATIONAL CHANGE PROCEDURE**

8.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services shall be notified to the Customer Representative. The Customer shall confirm to the Supplier whether the proposed Operational Changes meet the following criteria:

- 8.1.1 do not have an impact on the business of the Authority or a Customer;
- 8.1.2 do not require a change to this Framework Agreement or any Call-Off Contract;
- 8.1.3 do not have a direct impact on a Service User's use of the Services (as set out Schedule 2.1 (Call-Off Services Description)) or otherwise have a direct impact on the Customer's use and benefit of the Services; or
- 8.1.4 do not involve the Authority or Customer paying any additional Charges or other costs.

If the Customer confirms the criteria above are met, the Operational Changes may be implemented by the Supplier without following the Change Control Procedure for the proposed Contract Changes.

8.2 The Authority or a Customer may request an Operational Change by submitting a written request for Operational Change ("**RFOC**") in substantially the form of Appendix 3 to the Supplier Representative.

8.3 The RFOC shall include the following details:

- 8.3.1 the proposed Operational Change; and
- 8.3.2 the timescale for completion of the Operational Change.

8.4 The Supplier shall inform the Authority or relevant Customer, of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority, or Customer, when the Operational Change is completed.

9. **COMMUNICATIONS**

For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 49 of the Framework Agreement shall apply to a Change Communication as if it were a notice.

APPENDIX 1

CHANGE REQUEST FORM

CHANGE REQUEST FORM	
For completion by the Party requesting the Change	
Supporting Documentation should be embedded within this form	
2. CONTRACT TITLE:	
3. CONTRACT REGION:	
4. CONTRACT REFERENCE NO:	
5. CHANGE NOTICE REFERENCE NUMBER:	
6. RAISED BY:	the Supplier / the Authority (delete as appropriate)
7. SUPPLIER NAME:	
8. DATE OF REQUEST:	
9. SUPPLIER CONTACT RESPONSIBLE FOR CHANGE NOTICE:	
10. FULL DESCRIPTION OF REQUESTED CHANGE: (including proposed changes to the wording of the contract)	Background to Change Detailed Proposal
11. REASONS FOR REQUESTED CHANGE:	

CHANGE REQUEST FORM	
For completion by the Party requesting the Change	
12. IF CHANGE IS FOR INTRODUCTION OF NEW SUBCONTRACTORS, DETAIL OF WHY AND HOW THEY WERE SELECTED	
13. ESTIMATED COST AND IMPACT ON CHARGES: (To be completed by the Supplier)	
14. CHANGE IMPACT ASSESSMENT: (To be completed by the Supplier)	
15. IMPACT ASSESSMENT COMPLETED BY	Name: Date:
16. PROPOSED TIMELINE FOR IMPLEMENTATION	
17. ANY OTHER CONSIDERATIONS	
18. DOCUMENTATION/SECTION OF CONTRACT TO BE AMENDED AS A RESULT OF THIS CHANGE	
19. EMBED AMENDED DOCUMENTS HERE	
20. DATE OF APPROVAL AT CFO SMT	
21. SIGNED BY HEAD OF CFO SMT	
DO NOT REMOVE FROM FORM: For the avoidance of doubt this Change Notice does not constitute an amendment to the Agreement. A Change shall only take effect following execution of a Change Authorisation Note and from the date set out in that Change Authorisation Note.	

APPENDIX 2

CHANGE AUTHORISATION NOTE

CHANGE AUTHORISATION NOTE For completion by the Authority	
CONTRACT TITLE:	
CONTRACT REFERENCE NUMBER:	
CHANGE REFERENCE NUMBER:	
CHANGE AUTHORITY EFFECTIVE DATE:	
BETWEEN THE SECRETARY OF STATE FOR JUSTICE, represented by the Commercial and Contract Management Directorate, acting as part of the Crown (hereinafter called 'the Authority') AND [NAME OF SUPPLIER] (hereinafter called 'the Supplier') Hereinafter called 'the Parties'	
DETAILED DESCRIPTION OF CONTRACT CHANGE AND WORDING OF RELATED CHANGES TO THE CONTRACT It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contract Regulations 2015, as follows:	
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE (where applicable)	
Where significant changes have been made to the Call-Off Contract, information previously published on Contract Finder will be updated. The Parties hereto accept the proposals set out above in this Change Authorisation Note, as well as the contents of any attachments referenced herein, as a Change to the Call-Off Contract detailed above and as witness thereof have duly executed this Change Authorisation Note. Save as herein expressly amended all other terms and conditions of the Call-Off Contract shall remain unaltered and shall continue in full force and effect.	

Save where the context otherwise requires, terms defined in the Call-Off Contract, its Schedules and Appendices shall have the same meaning where used in this Change Authorisation Note. The Call-Off Contract, including any previous Change Authorisation Notes, shall remain effective and unaltered except as amended by this Change Authorisation Note.	
Signed for and on behalf of the Authority:	Signed for and on behalf of the Supplier:

APPENDIX 3

REQUEST FOR OPERATIONAL CHANGE

REQUEST FOR OPERATIONAL CHANGE FORM	
1. CONTRACT TITLE:	
2. CONTRACT REFERENCE NO:	
3. SUPPLIER NAME:	4. SUPPLIER CONTACT RESPONSIBLE FOR CHANGE NOTICE:
5. DESCRIPTION OF OPERATIONAL CHANGE:	
6. TIME SCALE FOR COMPLETION OF THE OPERATIONAL CHANGE:	
PRINTED NAME of person from the Authority or the Customer with responsibility for the RFOC:	
DATE OF REQUEST: DD/MM/YYYY	

SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)
STAFF TRANSFER

1. DEFINITIONS

In this Schedule, the following definitions shall apply:-

- “Former Supplier”** means a supplier supplying services or discharging grant obligations to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor or any other sub-contractor within the Former Supplier’s supply chain)
- “LGPS”** means the scheme as defined in Annex D2 to this Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer)
- “New Fair Deal”** means the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for staff pensions: staff transfer from central government”* issued in October 2013 including:-
- a) any amendments to that document immediately prior to the Relevant Transfer Date and
 - b) any similar pension protection in accordance with the Annexes D1-D2 inclusive to Part D of Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) as notified to the Supplier by the Customer
- “Notified Sub-contractor”** means a Sub-contractor identified in Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
- “Relevant Transfer Date”** means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place or the Call-Off Commencement Date where the incumbent Former Supplier becomes the Supplier or a Sub-contractor of the Supplier under the Call-Off Contract

“Relevant Transfer”	means a transfer of employment under a Staff Transfer Scheme and/or to which the Employment Regulations apply
“Replacement Sub-contractor”	means a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor)
“Service Transfer Date”	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires
“Service Transfer”	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor
“Staff Transfer Scheme”	means a staff transfer scheme made pursuant to Schedule 1 of the Offender Management Act or pursuant to any other power vested in the Authority;
“Staffing Information”	means in relation to all persons identified on the Supplier’s Provisional Supplier Personnel List or Supplier’s Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format if required:- c) their ages, job title, dates of commencement of employment or engagement, gender and place of work; d) details of whether they are employed, self employed contractors or consultants, workers, agency workers or otherwise; e) the % of time they spend engaged in the provision of the Service (or part thereof) transferring; f) the identity of the employer or relevant contracting Party;

- g) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- h) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- i) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- j) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- k) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- l) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- m) any other “employee liability information” as such term is defined in Regulation 11 of the Employment Regulations

“Supplier’s Final Supplier Personnel List” means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date

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

2 INTERPRETATION

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

PART A
[NOT USED]

PART B
TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF
SERVICES

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:-

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees;

1.1.2 as a result of the Relevant Transfer, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except, in the event that the Employment Regulations apply, in relation to any terms disapplied through the operation of Regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee; and

1.1.3 the Supplier shall not and shall procure that any Notified Sub-Contractor shall not, at any time during the Call-Off Term of the Call-Off Contract sub-contract the provision of the Services, whether in whole or in part, without complying with the provisions of Clause 17 of the Framework Agreement and the provisions of this Call-Off Contract.

1.2 The Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations (to the extent they apply) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 **FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraph 2.2, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

A. any collective agreement applicable to the Transferring Former Supplier Employees; and/or

B. any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

A. in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

B. in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as

appropriate may be liable by virtue of this Call-Off Contract and/or a Staff Transfer Scheme and/or the Employment Regulations and/or the Acquired Rights Directive; and

- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with Regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under a Staff Transfer Scheme and/or the Employment Regulations.
- 2.3 If any person who is not identified by the Customer and/or a Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer and/or a Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 2.3.1 the Supplier shall, or shall procure that the Notified Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other

reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the fifteen (15) Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 22.3 to 22.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 22.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
 - A. any claim for:
 - i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - ii. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- B. any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.22.3.1 is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within six (6) months of the Call-Off Commencement Date.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall (a) comply with such obligations as may be imposed upon it under the Law; and (b) comply with the provisions of Part D and its Annexes of this Staff Transfer Schedule if notified by the Customer to do so.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
 - 3.1.1 any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - 3.1.2 the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - A. any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - B. any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
 - 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

- 3.1.4 any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - A. in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - B. in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act

or omission of the Supplier or any Sub-contractor in relation to obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under Regulation 13 of the Employment Regulations; and

- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 22.8 above.
- 3.2 The indemnities in Paragraph 23.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Staff Transfer Scheme and/or Employment Regulations (including without limitation its obligation to inform and consult in accordance with Regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the LGPS Admission Agreement (as defined in Annex D2 to Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer)) which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.
- 3.4 The Supplier shall, and shall procure that each Sub-contractor shall, ensure that any individual employed or engaged in the provision of the Services (in whatever capacity) shall be paid National Minimum or Living Wage as applicable and as amended from time to time.

4 INFORMATION

- 4.1 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier

to carry out such consultation as the Customer deems necessary and their respective duties under Regulation 13 of the Employment Regulations. The Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under Regulation 13 of the Employment Regulations.

- 4.2 The Supplier shall, and shall procure that each Sub-contractor shall, take such steps to ensure a smooth and timely transfer from the Former Supplier.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal" for Staff Pensions of 1999;

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or

5.1.4 the New Fair Deal.

- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

- 6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise, so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not accordingly.

7 PENSIONS

7.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

7.1.2 Part D and its Annexes to this Staff Transfer Schedule.

PART C
[NOT USED]

PART D

PENSIONS

1. DEFINITIONS

In this Part D, the following words have the following meanings and they shall supplement Schedule 1 (Definitions) of the Framework Agreement, and shall be deemed to include the definitions set out in the Annexes to this Part D:

- | | |
|------------------------------|--|
| “Actuary” | means a Fellow of the Institute and Faculty of Actuaries |
| “Broadly Comparable” | means: <ul style="list-style-type: none"> a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and “Broad Comparability” shall be construed accordingly |
| “Fair Deal Employees” | means any of: <ul style="list-style-type: none"> a) Transferring Former Supplier Employees who immediately prior to the Relevant Transfer Date were employed by the incumbent provider within the North West region and who at the Relevant Transfer Date are or become entitled to New Fair Deal protection in respect of the LGPS as notified by the Customer; b) any employees whose employment transfers to the Supplier or a Sub-contractor in accordance with Paragraph 2.8 of Part B of this Schedule and in respect of whom the Customer has notified the Supplier or a Sub-Contractor that they must comply with the provisions of this Part D and its Annexes. |

“Fair Deal Schemes”	means the LGPS or a Broadly Comparable pension scheme
“Fund Actuary”	means a fund actuary as defined in Annex D2 to this Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer);
“LGPS”	means the scheme as defined in Annex D2 to this Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer)
“LGPS Admission Agreement”	means an admission agreement as defined in Annex D2 to this Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer)

2 PARTICIPATION

- 2.1 In respect of all or any Fair Deal Employees Annex D2: (LGPS) shall apply.
- 2.2 The Supplier undertakes to (and shall procure that any Sub-contractor shall) use best endeavours to do all such things and execute any documents (including any LGPS Admission Agreement if necessary) as may be required to enable the Supplier (or Sub-contractor) to participate in the LGPS in respect of all the Fair Deal Employees and shall (subject to Annex D2: LGPS to this Part D) bear its own costs in such regard.
- 2.3 The Supplier undertakes to the Customer to (and shall procure that any Sub-contractor shall):
 - 2.3.1 pay to the LGPS all such amounts as are due under the LGPS Admission Agreement or otherwise and shall deduct and pay to the LGPS such employee contributions as are required; and
 - 2.3.2 subject to Paragraph 5 of Annex D2: LGPS to this Part D, be fully responsible for all costs, contributions, payments and other amounts relating to its participation in the LGPS.

3 PROVISION OF COOPERATION AND INFORMATION

- 3.1 The Supplier undertakes to the Customer to (and shall procure that any Sub-contractor shall):
 - 3.1.1 maintain such documents, records and information as is reasonably required to allow for participation in the LGPS and any pension scheme;
 - 3.1.2 fully cooperate with and provide all information and any such documents which the Customer and/or the Administering Authority (as defined in Annex D2: LGPS to this Part D) may reasonably request concerning matters referred to in

this Part D as expeditiously as possible both during the Call-Off Term of the Call-Off Contract and on its expiry;

- 3.1.3 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Customer (such consent not to be unreasonably withheld or delayed);
- 3.1.4 retain such records as would be necessary to manage the pension aspects of any onward transfer of any person engaged or employed in the provision of the Services on expiry or termination of the Call-Off Contract; and
- 3.1.5 retain such Payroll, HR and Pension Records going back at least thirteen (13) years from the date of any onward transfer (and as forwarded from the Former Supplier) as the Customer requires to enable the Customer to meet its obligations under the LGPS (Offender Management) (Amendment) Regulations 2014 (Paragraphs 3A (4) & (5)) in respect of any Fair Deal Employee who was entitled to participate in the LGPS under the Call-Off Contract and who at the end of the Call-Off Contract is a deferred member, deferred pensioner member, pensioner member or persons entitled to a refund of contributions in each case in respect of the LGPS. The Parties acknowledge that the Customer will be a Controller for the pension, and associated HR and payroll data of such (ex) employees.

For the purpose of this Paragraph 3 **“Payroll, HR and Pension Records”** means all HR records including change of hours notifications, change of role, job descriptions and change of salary, allowances, overtime and other pensionable allowances and all payroll records confirming pensionable pay and pension contributions paid, including all data as per the Annex D2: LGPS data required or such list of LGPS data as may be notified to the Supplier by the Customer.

4 **INDEMNITIES**

- 4.1 The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever:
 - 4.1.1 arising out of or in connection with any liability towards all and any employees of the Supplier and/or any Sub-contractor (including Fair Deal Employees) in respect of service on or after the Relevant Transfer Date which arises from any breach by the Supplier (including as a result of any act or omission of a Sub-contractor) of this Part D and/or the LGPS Admission Agreement; and/ or

- 4.1.2 which relates to the payment of benefits under and/or participation in an occupational pension scheme or a personal pension scheme (within the meanings provided for in section 1 of the Pension Schemes Act 1993) including the Fair Deal Schemes in respect of all and any employees of the Supplier and/or any Sub-contractor (including Fair Deal Employees).
- 4.2 The Supplier hereby indemnifies the Customer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by employees of the Supplier and/or of any Sub-contractor (including Fair Deal Employees) or by any trade unions, elected employee representatives or staff associations in respect of all or any such employees of the Supplier and/or any Sub-contractor (including Fair Deal Employees) which Losses:
 - 4.2.1 relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the Call-Off Contract; and/or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D and its Annexes before the date of termination or expiry of the Call-Off Contract.
- 4.3 The indemnities in this Part D and its Annexes:
 - 4.3.1 shall survive termination of the Call-Off Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 28 (Limitation of Liability) of the Framework Agreement.

5 **DISPUTES**

- 5.1 The Dispute Resolution Procedure will not apply to (i) any dispute between the Customer and/or the Supplier, or (ii) between their respective actuaries, or the Fund Actuary about any of the actuarial matters referred to in this Part D shall in the absence of agreement between the Customer and/or the Supplier be referred to an independent Actuary:
 - 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Customer and/or the Supplier; and;
 - 5.1.3 whose expenses shall be borne equally by the Customer and/or the Supplier unless the independent Actuary shall otherwise direct.

6 **THIRD PARTY RIGHTS**

- 6.1 The Parties agree Clause 48 (Third Party Rights) of the Framework Agreement does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce against the Supplier any obligation in respect of them under this Part D, in their or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce against any Sub-contractor any obligation in respect of them under this Part D in his or her own right under section 1(1) of the CRTPA.

7 **BREACH**

- 7.1 The Supplier accepts and acknowledges that it shall be a Supplier Termination Event if the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it,

and Paragraphs 7.1.1 and 7.1.2 above shall include the act or omission of a Sub-contractor or the failure of the Supplier to procure a relevant act or omission from its Sub-contractor such events being deemed to be a relevant breach by the Supplier.

8 **TRANSFER TO ANOTHER EMPLOYER/SUB-CONTRACTORS**

- 8.1 In concordance with Clause 17.8 of the Framework Agreement, where the proposed Sub-contracting will involve the transfer of employees to a Sub-contractor under a Relevant Transfer or by operation of the law, the Supplier shall or shall procure that the Sub-contractor shall in respect of those employees:
- 8.1.1 consult with and inform the employees who are Fair Deal Employees, of the pension provisions relating to that transfer;
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the “**New Employer**”) complies with the provisions of this Part D (Pensions) and its Annexes of Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) provided that references to “Relevant Transfer Date” will become references to

the date of the transfer to the New Employer and references to “Fair Deal Employees” will become references to the Fair Deal Employees so transferred to the New Employer; and

- 8.1.3 procure that the New Employer complies with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring employees.

9 RIGHT OF SET-OFF

- 9.1 The Customer shall have a right to set off against any Charges due to the Supplier under the Call-Off Contract an amount equal to:

- 9.1.1 any unpaid employer's and/or employee's contributions and/or any other financial obligations or payments (and interest payable under the LGPS Regulations) whether due from the Supplier (or from any relevant Sub-contractor) or from a third party under an LGPS Admission Agreement or indemnity bond or guarantee; and

- 9.1.2 all reasonable costs and expenses incurred by the Customer as result of any amounts due under Paragraph 9.1.1 above.

10 PENSION ISSUES ON EXPIRY OR TERMINATION

- 10.1 The provisions of Part E Employment Exit Provisions apply in relation to pension issues on expiry or termination of the Call-Off Contract, save that in relation to pension information the date in Paragraph 1.1.2 C of Part E Employment Exit Provisions shall be 24 months in place of twelve (12) months. In addition, the Supplier (and the Supplier shall procure that the relevant Sub-contractor) is required to maintain such documents and information as will reasonably be required to manage the pension aspects of any onward transfer of persons engaged in the provision of the Services on expiry or termination of the Call-Off Contract.

- 10.2 The provisions of Part D Pensions shall survive the termination of the Call-Off Contract.

11 BROADLY COMPARABLE PENSION SCHEMES

- 11.1 If:
 - 11.1.1 the terms of any of Paragraph 3 of Annex D2: LGPS apply; and
 - 11.1.2 the Customer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the

Supplier (and/or its Sub-contractors, if any) is unable to continue to provide the Fair Deal Employees, who continue to qualify for protection under New Fair Deal, with access to the LGPS,

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the cessation of participation in the LGPS, until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the LGPS, and then on such terms as may be decided by the Customer.

11.2 Where the Supplier (and where relevant each of its Sub-contractors) has set up a Broadly Comparable pension scheme pursuant to the provisions of Paragraph 11.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

11.2.1 supply to the Customer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of Broad Comparability covering all relevant Fair Deal Employees, as soon as it is able to do so;

11.2.2 fully fund any such Broadly Comparable pension scheme on a past service reserve basis which is aligned to the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department and is subject to the underpin for the period ending on the Service Transfer Date;

11.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or the relevant Administering Authority and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the LGPS in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection following a Service Transfer;

11.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated;

11.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a

Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the LGPS and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the LGPS to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the LGPS, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 11.2.6 indemnify the Customer and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 11.2.5 above.

Annex D1: CSPS
[NOT USED]

Annex D2: LGPS

This Annex D2: LGPS shall only apply to the Call-Off Contract as stated in the Call-Off Order Form.

1. DEFINITIONS

In this Annex D2: LGPS to Part D: Pensions of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer), the following words have the following meanings, and they shall supplement Schedule 1 (Definitions) of the Framework Agreement:

- “Adjusted Exit Contribution”** means the Exit Contribution not attributable to Pensions Related Discretionary Actions
- “Administering Authority”** means in relation to the Fund, Tameside Metropolitan Borough Council, the relevant administering authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
- “Agreed Employer Contribution Rate”** means 16% (or such other amount as set out in the relevant Call-Off Order Form) of pensionable pay to be paid to the Fund by the Supplier or a Sub-contractor which for the avoidance of doubt shall not include any Ill-Health Allowance that the Administering Authority requires the Supplier to pay the Fund and the Ill-Health Allowance shall be in addition to the Agreed Employer Contribution Rate
- “Employer Contribution Rate”** means the Supplier’s (or a Sub-contractor’s) employer contribution rate from time to time specified in the rates and adjustment certificate applicable to the Supplier calculated under Regulation 62 of the LGPS Regulations provided that no account shall be taken of such part of that employer contribution rate attributable to the Ill-Health Allowance
- “Exit Contribution”** means:
- a) the revised contributions required by the Administering Authority from the Supplier or any Sub-contractor set out in a rates and adjustment certificate arising as a result of a valuation carried out under Regulation 64(2) of the LGPS Regulations; or

	b) the revised contributions required by the Administering Authority from a Supplier or any Sub-contractor set out in the Actuary's certificate prepared in the circumstances set out in Regulation 64(4) of the LGPS Regulations
"Fund Actuary"	means the Actuary to a Fund appointed by the Administering Authority of that Fund
"Fund"	means the Greater Manchester Pension Fund, a pension fund within the LGPS
"Ill-Health"	means any condition which qualifies a person for benefits under Regulations 35, 37 and 38 of the LGPS Regulations
"Ill-Health Allowance"	means any regular contributions and/or payments (whether or not forming part of the Supplier's (or any Sub-contractors) employer contribution rate from time to time specified in the rates and adjustment certificate applicable to the Supplier (or any Sub-contractor) calculated under Regulation 62 of the LGPS Regulations) which the Administering Authority requires the Supplier (or Sub-contractor) to pay to the Fund in lieu of any costs that become due and payable by the Supplier (or any Sub-contractor) in respect of the LGPS Eligible Employees on the award of benefits on the grounds of Ill-Health
"LGPS"	means the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme
"LGPS Admission Body"	has the meaning in Paragraph 1 of Part 3 of Schedule 2 of the LGPS Regulations
"LGPS Admission Agreement"	means an admission agreement within the meaning in Schedule 1 of the LGPS Regulations
"LGPS Eligible Employees"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal

	Employee who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS
“LGPS Regulations”	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS
“Pensions Discretionary Actions”	Related means any or all of the following acts or omissions of the Supplier (or any Sub-contractor) occurring on or after the Relevant Transfer Date: a) the consent to or grant of early retirement benefits on grounds of redundancy or for reasons of business efficiency to or in respect of an LGPS Eligible Employee; b) the consent to or grant of any unreduced early retirement benefits to or in respect of an LGPS Eligible Employee or former LGPS Eligible Employee, whether or not for reasons of Ill-Health; c) the consent to or grant of any other type of enhanced benefit under the LGPS Regulations to or in respect of an LGPS Eligible Employee or former LGPS Eligible Employee at the discretion of the Supplier (or Sub-contractor, as appropriate), including, but not limited to, an award of additional pension and enhanced benefits in the context of flexible retirement; d) the grant of increases in pensionable pay (as defined in the LGPS Regulations) to LGPS Eligible Employees in excess of the greater of:

- i) the increases assumed in the latest formal actuarial valuations for the Fund, calculated as the average increase over all LGPS Eligible Employees; and
 - ii) the increases the Supplier or Sub-contractor is contractually bound to provide at the Relevant Transfer Date;
- e) the employment of an LGPS Eligible Employee in relation to whom there is an inward transfer of pension rights under Regulation 100 of the LGPS Regulations (other than in relation to a transfer of liabilities pursuant to the Local Government Pension Scheme (Offender Management) Regulations 2014 or in relation to any compulsory transfers of employments to the Supplier under the Employment Regulations or a Staff Transfer Scheme in the context of which it has been agreed by the Secretary of State for Justice that such liabilities are to be treated as fully funded on the Staff Transfer Scheme's ongoing basis for the purpose of the Supplier's or a Sub-contractor's liability to fund those liabilities) or who exercises the option to aggregate a past period of membership with the current period of membership as an employee of the Supplier or a Sub-contractor giving rise to a net additional liability for the Administering Authority;
- f) any contribution required by the Administering Authority towards the cost of the administration of the Fund relating to the Supplier or a Sub-contractor that are not met through the Supplier's or a Sub-contractor's payment under any rates and adjustment certificate issued by the Fund Actuary in relation to the Supplier or Sub-contractor from time to time, including without limitation an amount specified in a notice given

by the Administering Authority under Regulation 70 of the LGPS Regulations and the costs of any reports and advice requested by the Supplier or a Sub-contractor from an Actuary appointed by the Administering Authority;

- g) any act or omission which gives rise to any costs other than minimum employer contributions payable under any rates or adjustment certificate issued by the Fund Actuary in relation to the Supplier or a Sub-contractor from time to time, including but not limited to costs arising from any breach of the LGPS Admission Agreement; and/or
- h) any interest payable under the LGPS Regulations and/or the LGPS Admission Agreement

2 SUPPLIER TO BECOME AN LGPS ADMISSION BODY

- 2.1 Where the Supplier (or a Sub-contractor) employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall (and shall procure that a Sub-contractor shall) become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The Supplier shall (and shall procure that a Sub-contractor shall) ensure that all LGPS Eligible Employees whether actively participating in the LGPS or eligible but not actively participating immediately before the Relevant Transfer Date are admitted as active LGPS members with effect on and from the Relevant Transfer Date. Subject to Part 1 of the Pensions Act 2008, the Supplier is not required to admit (and shall not be required to procure that a Sub-contractor shall admit) an LGPS Eligible Employee into the LGPS, where the LGPS Eligible Employee has notified the Supplier (or Sub-contractor, as appropriate) in writing that the LGPS Eligible Employee benefits from the tax protections set out in Regulation 5D of the Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2010 and the Supplier (or Sub-contractor, as appropriate) has reasonable grounds to believe that LGPS Eligible Employee does have such tax protections.

- 2.3 The Supplier shall (and shall procure that a Sub-contractor shall) remain an LGPS Admission Body for the duration of the Call-Off Contract and the Supplier shall (and shall procure that a Sub-contractor shall) ensure that the LGPS Eligible Employees shall be entitled to accrue benefits in the LGPS in accordance with the LGPS Regulations and the LGPS Admission Agreement in respect of their employment with the Supplier (or Sub-contractor) for so long as they remain an LGPS Eligible Employee.
- 2.4 Whilst the Supplier (or Sub-contractor) participates in the LGPS it (or the Sub-contractor, as appropriate) shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.
- 2.5 The Supplier shall (and shall procure that a Sub-contractor shall) not, (without the consent of the Customer in writing) take any action or omit to act which would materially affect the pension benefits of Fair Deal Employees who are or will be employed wholly or mainly in connection with the Services save where it is necessary to give effect to any pre-existing contractual obligations.
- 2.6 The Supplier shall (and shall procure that a Sub-contractor shall) provide all reasonable cooperation and assistance to the Customer and the Administering Authority to allow those parties to monitor the Supplier's (or Sub-contractors) participation in the LGPS and specifically the Fund, to include without limitation the production of copies of, and the ability to inspect the following evidence to demonstrate compliance with and maintenance of:
- 2.6.1 data required to comply with the Fund's Pension Administration Strategy document on monthly deadlines;
 - 2.6.2 monthly interface data to the Administering Authority;
 - 2.6.3 Quarterly payroll data to the Customer in a template provided by or on behalf of the Customer and updated from time to time by the Customer;
 - 2.6.4 the Fund's annual return within the deadline set by the Fund;
 - 2.6.5 any form required by the Customer to demonstrate the Supplier's (and/or Sub-contractor's as applicable) compliance with LGPS data obligations;
 - 2.6.6 data required for the triennial evaluation; and
 - 2.6.7 any such other data, records or forms as may be required by either the Customer or the Administering Authority to demonstrate the Supplier's (and/or Sub-contractor's) compliance with LGPS data obligations.

The above information to be provided accurately in good time and within fourteen (14) days of receipt of a written request for the information. Further the Supplier undertakes to (and shall procure that a Sub-contractor shall) correct and update any such information provided as and when necessary.

- 2.7 The Supplier warrants (and shall procure that a Sub-contractor warrants), for the benefit of the Customer and the Administering Authority that all information provided pursuant to Paragraph 2.6 above shall be true and accurate in all material respects at the time of providing the information.
- 2.8 The Supplier shall (and shall procure that a Sub-contractor shall) participate in both the Fund's "I-connect" payroll interface and "Altair" or such pension related system as may replace them for the duration of the Call-Off Contract.

3 SUPPLIER CEASES TO BE AN LGPS ADMISSION BODY

If the Supplier or a Sub-contractor employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier or a Sub-contractor either cannot or does not participate in the LGPS, the Supplier shall (and shall procure that a Sub-contractor shall) offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS in accordance with Paragraph 11 of Part D of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer).

4 DISCRETIONARY BENEFITS

The Supplier shall (and shall procure that a Sub-contractor shall) comply with its obligations under Regulation 60 of the LGPS Regulations in relation to the exercise of discretionary functions and where practicable and without prejudice to the discretionary nature of such functions adopt practices that are consistent with the Customer's Statement of Recommended Discretionary Practices issued to the Supplier by the Customer (as amended from time to time and notified to the Supplier) to achieve consistency across employers engaged in the provision of probation services.

5 FUNDING

- 5.1 The Customer hereby undertakes that it shall procure that the funding of the liabilities attributable to the benefits payable to and in respect of the LGPS Eligible Employees in the Fund in respect of pensionable service completed before the Call-Off Commencement Date or Relevant Transfer Date (as appropriate) under the Call-Off Contract shall be calculated, as at the Call-Off Commencement Date or Relevant

Transfer Date, on the basis that the Fund has assets equal to those liabilities at the Call-Off Commencement Date or Relevant Transfer Date, where the liabilities are measured using the actuarial assumptions which were used by the Actuary to set contributions at the most recent funding valuation (updated to reflect changes to market conditions since the valuation date).

- 5.2 Except in relation to any Exit Contribution which shall be dealt with in accordance with Paragraphs 25.4 to 5.12 below, the Supplier undertakes to pay and shall procure that the Sub-contractor shall pay to the Administering Authority, on or before each relevant due date for payment, such employer and employee contributions and other payments as are required from time to time under the LGPS Regulations and the LGPS Admission Agreement, to be credited to the Fund in respect of the Supplier's or Sub-contractor's participation in the LGPS in respect of the LGPS Eligible Employees.

LGPS Employer Contribution Rate True Up

- 5.3 Where set out in the relevant Call-Off Order Form for the Call-Off Contract if the Employer Contribution Rate is varied following an actuarial valuation completed by the Fund Actuary pursuant to Regulation 62(1) of the LGPS Regulations so that it is different from the Agreed Employer Contribution Rate during the Call-Off Term then, the Customer shall indemnify the Supplier and keep the Supplier indemnified in full against any additional costs incurred reasonably and properly by the Supplier (or where relevant, the Sub-contractor) in respect of LGPS Eligible Employees arising from the variation in the Employer Contribution Rate provided that such indemnity shall not cover any variation in the Employer Contribution Rate attributable to any Pensions Related Discretionary Actions. Where, as a result of the actuarial valuation the Employer Contribution Rate is lower than the Agreed Employer Contribution Rate during the Call-Off Term, then the Supplier shall indemnify the Customer for the sum of the reduction between the Employer Contribution Rate following the valuation compared to the Agreed Employer Contribution Rate during the Call-Off Term.

Exit Contribution

- 5.4 Where an Exit Contribution is determined by the Administering Authority as being due from the Supplier or the Sub-contractor, the Supplier shall immediately notify the Customer, and the Supplier shall each use reasonable endeavours to procure that the Administering Authority shall confirm to the Customer the amount of the Exit Contribution that is attributable to Pensions Related Discretionary Actions.

- 5.5 The Supplier recognises that the Customer may separately consult with the Administering Authority in relation to the Exit Contribution and to seek further information in relation to the value of the Exit Contribution and the amount of the Exit Contribution that is attributable to Pensions Related Discretionary Actions.
- 5.6 Within twenty (20) Working Days of receiving confirmation under Paragraph 5.4 above, the Customer shall confirm to the Supplier if it agrees with the value of the Exit Contribution and the amount of the Exit Contribution that is attributable to Pensions Related Discretionary Actions.
- 5.7 In the event that the Customer does not accept the value of the Exit Contribution and the amount of the Exit Contribution that is attributable to Pensions Related Discretionary Actions, the Supplier and the Customer shall follow the Dispute Resolution Procedure.
- 5.8 If the Customer provides confirmation in accordance with Paragraph 5.6 above, the Customer may determine that in respect of the Adjusted Exit Contribution it shall:
- 5.8.1 agree with the Administering Authority to accept liability for the Adjusted Exit Contribution on such basis and on such terms as the Customer and the Administering Authority may agree; or
 - 5.8.2 agree with the Administering Authority to pay the Adjusted Exit Contribution to the Administering Authority on behalf of the Supplier.
- 5.9 The Customer shall give written notice to the Supplier of the determination made under Paragraph 5.8 within ten (10) Working Days of making such a determination.
- 5.10 If the Customer agrees with the Administering Authority to either accept liability for the Adjusted Exit Contribution in accordance with Paragraph 5.8.1 above or to pay the Adjusted Exit Contribution to the Administering Authority in accordance with Paragraph 5.8.2 above (as applicable), the Supplier shall pay (or shall procure that the Sub-contractor shall pay) an amount equal to the difference between the Exit Contribution and the Adjusted Exit Contribution to the Administering Authority.
- 5.11 Provided that the Customer has given notice to the Supplier in accordance with Paragraph 5.6, in the event that the Customer does not make a determination under

Paragraph 5.8 above or the Customer does not give notice to the Supplier in accordance with Paragraph 5.9 above:

5.11.1 the Customer shall pay the Adjusted Exit Contribution to the Supplier; and

5.11.2 the Supplier shall (or shall procure that the Sub-contractor shall) pay the Exit Contribution to the Administering Authority in full and final settlement of all amounts due from the Supplier (or Sub-contractor, as appropriate) to the Fund under the LGPS Admission Agreement and/or the LGPS Regulations.

5.12 In the event that the Supplier fails to pay (or fails to procure that the Sub-contractor pays) the Exit Contribution to the Administering Authority in accordance with Paragraph 5.11 above, the Customer shall demand in writing the immediate repayment of the Adjusted Exit Contribution by the Supplier and the Supplier shall make repayment within seven (7) days of such demand.

Exit credit

5.13 The Supplier accepts and agrees that the Customer has a right and entitlement to any exit credit that becomes payable to the Supplier or any Sub-contractor under Regulation 64 of the LGPS Regulations.

5.14 In the event that an exit credit becomes payable to the Supplier or any Sub-contractor under Regulation 64 of the LGPS Regulations, in accordance with the LGPS Admission Agreement, the Customer and the Supplier shall procure that the Administering Authority does not pay the exit credit to the Supplier but shall set off the exit credit against any liabilities to the Fund by the Customer.

5.15 Notwithstanding Paragraph 5.13 above, in the event that the Administering Authority pays or is obliged to pay the exit credit under Regulation 64 of the LGPS Regulations to the Supplier or a Sub-contractor, the Supplier shall (and shall procure that a Sub-contractor shall) hold any exit credit received from the Administering Authority on trust for the Customer and the Supplier shall (and shall procure that a Sub-contractor shall) forthwith and within ten (10) Working Days of receipt of the exit credit pay the exit credit to the Customer.

Termination

5.16 For the avoidance of doubt, Paragraphs 3 and 5 of this Annex D2 shall survive the termination of the Call-Off Contract.

PART E
EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that:

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

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

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

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

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

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

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

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

- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.2 the Supplier agrees that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
 - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
 - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

- 1.6 During the Call-Off Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
- 1.6.1 the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each individual engaged in providing the Services;
 - 1.6.3 the extent to which each individual qualifies for membership of the LGPS or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) of this Schedule 9.1B (Call-Off Re-Let Contracts Staff Transfer) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each individual by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy payslip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;

1.7.7 a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

1.7.8 bank/building society account details for payroll purposes.

2 EMPLOYMENT EXIT PROVISIONS

2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the Customer may make a Staff Transfer Scheme which may apply on termination or part termination of the Call-Off Contract, for whatever reason. The Customer and the Supplier also acknowledge that the Employment Regulations may apply on termination or part termination of the Call-Off Contract for whatever reason, as well as or instead of a Staff Transfer Scheme, and this Paragraph 2 shall be read accordingly. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or Partial Termination of the Call-Off Contract or otherwise) resulting in the Services or part thereof being undertaken by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of a Staff Transfer Scheme and/or the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Customer, a Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under a Staff Transfer Scheme and/or the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the LGPS which in any case are attributable in whole or in part to the

period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Customer, a Replacement Supplier and/or Replacement Sub-contractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:

A. any collective agreement applicable to the Transferring Supplier Employees; and/or

B. any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any failure by the Supplier or any Sub-Contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-Contractor on request;

- 2.3.5 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- A. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - B. in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or any Sub-contractor to the Customer and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.6 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
- 2.3.7 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of the Call-Off Contract and/or a Staff Transfer Scheme and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under Regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement

Supplier and/or any Replacement Sub-Contractor to comply with Regulation 13(4) of the Employment Regulations.

- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer, a Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Customer, a Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date; or
 - 2.4.2 arising from the Customer's failure, a Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under a Staff Transfer Scheme and/or the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Customer, a Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall, or shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Customer, a Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Customer shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately

release or procure the release of the person from their employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in Paragraph 23.22.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved,

the Customer may, or shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Customer, a Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Customer, a Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Customer takes, a Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

A. any claim for:

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

- II. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

B. any claim that the termination of employment was unfair because the Customer, a Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

- 2.9.2 shall apply only where the notification referred to in Paragraph 1.1 is made by the Customer, a Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Customer, a Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under a Staff Transfer Scheme and/or the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the LGPS and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.11.1 the Supplier and/or any Sub-contractor; and
- 2.11.2 the Customer and/or the Replacement Supplier and/or the Replacement Sub-contractor.
- 2.12 The Supplier shall, and shall procure that each Sub-contractor shall, support a smooth and timely transfer and promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under Regulation 13 of the Employment Regulations and/or such consultation as the Customer deems necessary. The Customer shall, or shall procure that the Replacement Supplier and/or Replacement Sub-contractor shall, promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and

each Sub-contractor to carry out their respective duties under Regulation 13 of the Employment Regulations.

- 2.13 The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
- 2.14 Subject to Paragraph 2.15, the Customer shall, or shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:
- 2.14.1 any act or omission of the Customer, a Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
- 2.14.2 the breach or non-observance by the Customer and/or a Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
- A. any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
- B. any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Customer and/or Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
- 2.14.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.14.4 any proposal by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees

identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Customer and/or Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- 2.14.5 any statement communicated to or action undertaken by the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.14.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - A. in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - B. in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Sub-contractor, to the Customer, Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.14.7 a failure of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.14.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Customer and/or Replacement Supplier and/or Replacement Sub-contractor in relation to obligations under Regulation 13 of the Employment Regulations.

2.15 The indemnities in Paragraph 2.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under a Staff Transfer Scheme and/or the Employment Regulations.

**SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)
STAFF TRANSFER**

LIST OF NOTIFIED SUB-CONTRACTORS

N/A

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	Minimum Period in Key Role
Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information
Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information
Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information
Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information	Redacted Under Section 40 of the FOIA: Personal Information

SCHEDULE 10
CALL-OFF PROCESSING OF PERSONAL DATA

1. **SCHEDULE OF DATA SHARING PARTICULARS**

This 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.

2. The contact details of the Authority's Data Protection Officer are:

Redacted Under Section 40 of the FOIA: Personal Information

3. The contact details of the Supplier's Data Protection Officer are:

Redacted Under Section 40 of the FOIA: Personal Information

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

5. The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor.

Description	Details
Subject matter of the processing	The processing of data allows for information owned by HMPPS CFO, such as data held on the Case Assessment and Tracking System (CATS) to be utilised by the Supplier to fulfil the requirements of delivering the CFO Evolution programme, and for no other purpose.
Duration of the processing	The duration of the processing commenced upon signature by the Parties and shall continue in effect until the data share has been completed in accordance with the requirements of the Contract unless otherwise subject to earlier termination in accordance with the Contract.
Nature and purposes of the processing	The sharing of data allows the Supplier to utilise CATS, which allows for: Storage and collation of information that ensures contractual compliance to record all actions and activities relating to delivery

	of the CFO Evolution programme and to assist in case management. • Easier sourcing of participants who may be eligible to enrol on the programme. • Uploading and storage of scanned information (including evidence of activities and achievements, progress and payments) relating to participants • Collation and production of data to support calculations of payments and performance of delivery, and evaluations of effectiveness.
Type of Personal Data being Processed	Personal data held in CATS, is gathered from existing HMPPS systems as well as through CATS user input, and will include, but not be limited to, the following: • Names, including Title (Participant, the participant manager and CATS user) • Participant Date of birth • Participant NI Number • Participant Gender • Participant Race or Ethnic Origin • Participant Disability or Specific Condition, where applicable • Participant Nationality • Contact details (address details and phone numbers of Participant, participant managers and CATS user) • Participant employment and education details • Offence and associated risk information
Categories of Data Subject	Participants in both custody and community